***TOWNSHIP OF SOUTH FRONTENAC***
***COUNCIL MEETING***
***AGENDA***

TIME: 7:00 PM,
DATE: Tuesday, April 2, 2019
PLACE: Council Chambers.

1. *Call to Order*

a) Resolution

2. *Declaration of pecuniary interest and the general nature thereof*

3. *Approval of Agenda*

a) Resolution

4. ***Scheduled** Closed Session*

a) Resolution

b) Closed Session to discussion possible land acquisition for additional office space.

c) Closed Session to discussion the acquisition of land for the development of Senior Housing.

d) Resolution

5. ****Recess - reconvene at 7:00 p.m. for Open Session*

6. *Delegations*

7. *Public Meeting*

| | | |
|---|---|---|
| a) | Public Meeting Introduction | 4 |
| b) | Motion to Open a Public Meeting | |
| c) | Z-19-06 S Curtis & Landry - Planning Report for Public Meeting | 5 - 27 |
| d) | Motion to Close Public Meeting | |

8. *Approval of Minutes*

| | | |
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| a) | March 19, 2019 Council meeting | 28 - 34 |

9. *Business Arising from the Minutes*

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| a) | Notice of Motion - Development review | 35 |
| b) | Notice of Motion - Appoint Council Members to SFCSC Board | 36 |
| c) | Strategic Planning Process | 37 - 41 |

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| 10. | *Reports Requiring Action* | |
| a) | Temporary Use Agreements under the Building By-law | 42 - 52 |
| b) | Compensation for Public Members of Committee of Adjustment | 53 - 54 |
| c) | Rezoning of Part Lot 25, Concession 13, District of Loughborough, Township of South Frontenac, municipally known as 179 Burnt Point Lane (See By law 2019-20) | 55 - 56 |
| d) | Rezoning of Part Lot 6, Concession 3, District of Bedford - 71 Second Heaven Lane. (See Bylaw 2019-21) | 57 - 58 |
| e) | Subdivision agreement on the properties described as Part of Lots 14 & 15, Concession 8, Loughborough, Lots 1-5, and Blocks 6 & 7, McFadden Road (See Bylaw 2019-22) | 59 - 91 |
| f) | Close and transfer ownership of an unopened road allowance that forms the boundary between Lot 1, Concessions X and XI in Bedford District and Lot 24, Concession XIV (Part 1, RP 13R21915, save and except Part 4, 13R8858) in Loughborough District. (See Bylaw 2019-23) | 92 - 100 |
| g) | Lighting Retrofit for Keeley Garage | 101 - 102 |
| h) | Intersection at Perth Road and Northway True Valley Hardware | 103 - 104 |
| i) | Household Hazardous Waste Depot - Use by Central Frontenac | 105 |
| j) | Linear Construction Projects | 106 |
| k) | Gilmour Point Upgrades to Washrooms/Change House/Shelter | 107 - 110 |
| l) | Councillor Sutherland - Proposed Motion re: Proposed Changes to Development Charges | 111 - 113 |
| 11. | *Committee Meeting Minutes* | |
| a) | Bell Rock Hall Committee meeting held February 21, 2019 | 114 - 115 |
| 12. | *By-laws* | |
| a) | By-law 2019-20 - Rezoning of Part Lot 25, Concession 13, District of Loughborough, Township of South Frontenac, municipally known as 179 Burnt Point Lane | 116 - 118 |
| b) | By-law 2019-21 - Rezoning of Part Lot 6, Concession 3, District of Bedford - 71 Second Heaven Lane. | 119 - 120 |
| c) | By-law 2019-22- Subdivision agreement on the properties described as Part of Lots 14 & 15, Concession 8, Loughborough, Lots 1-5, and | 121 |

Blocks 6 & 7, McFadden Road


| | | |
|---|---|---|
| d) | By-law 2019-23 - Close and transfer ownership of an unopened road allowance that forms the boundary between Lot 1, Concessions X and XI in Bedford District and Lot 24, Concession XIV (Part 1, RP 13R21915, save and except Part 4, 13R8858) in Loughborough District. | 122 |
| 13. | *Reports for Information* | |
| a) | Status of Plans of Subdivision and Condominium in South Frontenac | 123 - 130 |
| b) | Skateboard Park Feasibility Study | 131 |
| c) | Accounts Payable and Payroll Listing | 132 - 138 |
| d) | Addressing Speeding Concerns | 139 - 144 |
| 14. | *Information Items* | |
| a) | Steve Clark, Minster of Municipal Affairs & Housing, re: Financial Support for Small & Rural Municipalities | 145 - 148 |
| b) | Southern Frontenac Community Services Corporation - Senior Services Report | 149 - 190 |
| c) | Mayor's Letter to Minister Steve Clark | 191 |
| 15. | *Notice of Motions* | |
| 16. | *Announcements/Statements by Councillors* | |
| 17. | *Question of Clarity (from the public on outcome of agenda items)* | |
| 18. | *Closed Session (if requested)* | |
| 19. | *Confirmatory By-law* | |
| a) | By-law 2019-24 | 192 |
| 20. | *Adjournment* | |

## PUBLIC MEETING - INTRODUCTION

The purpose of this public meeting is to hear comments on several Zoning By-Law Amendment applications.

If a person or public body does not make oral or written submissions at a public meeting, or make written submissions to South Frontenac Township before the by-law is passed, the person or public body may not be added to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Board, there are reasonable grounds to do so.

If you wish to be notified of the decision of Council in respect to any of the applications, you must submit a written request to the Clerk or sign the attendance list provided at today's meeting. This will also entitle you to be advised of a possible Local Planning Appeal Tribunal.

Anyone may appeal the decision to the Local Planning Appeal Tribunal by filing with the Clerk within 20 days of the notice of decision.

An appeal to the Local Planning Appeal Tribunal may be filed with the Clerk of the Township not later than 20 days after the day that the notice of decision was given. The notice of appeal must set out the objection to the by-law and the reasons in support of the objection, accompanied by the required fee.

Report to Council

Development Services - Planning

# Public Meeting Report – Zoning Bylaw Amendment

| | |
|---|---|
| **Report Date:** | March 26, 2019 |
| **Application No:** | Z-19/06 |
| **Owner:** | Jeff Curtis and Marie-Josee Landry |
| **Location of Property:** | Part Lot 25, Concession 10, District of Storrington, Township of South Frontenac, municipally known as 4775 Carrying Place Road |
| **Purpose of Application:** | Rezone severed land from Rural (RU) Zone to the Special Residential Waterfront (RW-42) Zone and rezone the retained lot from Rural (RU) Zone to the Special Residential Waterfront (RW-43) Zone as a condition of consent application S-92-18-S |
| **Date of Public Meeting:** | April 2, 2019 |

## Recommendation

It is recommended that South Frontenac Council receive comments from the public and pending comments received, to direct staff to discuss options with the applicant prior to considering the preparation of a by-law to rezone the severed and retained lots as a condition of consent application S-92-18-S consistent with the Planning recommendations outlined in this report.

## Proposal

An application has been submitted to amend the Township of South Frontenac Comprehensive Zoning Bylaw 2003-75 to rezone the subject property owned by Jeff Curtis and Marie-Josee Landry for the severed lands from Rural (RU) Zone to the Special Residential Waterfront (RW-42) Zone and the retained lot from Rural (RU) Zone to the Special Residential Waterfront (RW-43) Zone as a condition of consent application S-92-18-S. The rezoning is required in order to fulfill condition 9 of the consent application. The applicants propose to create a 1 hectare (2.47 acres) severed lot with 61 metres (200 ft) of frontage along Carrying Place Road and 106 metres of frontage along Dog Lake and to establish a location for a single detached dwelling at 30 metres from the highwater mark, with the septic system being required to be located 40 metres from the highwater mark.

The retained lands are required to be rezoned in order to fulfill condition 10 of consent application S-92-18-S as the property consists of approximately 1.3 hectares (3.2 acres) in area with approximately 106 metres of frontage along Dog Lake and 229 metres of road frontage and does not meet the requirements of the Rural (RU) Zone. The retained lands previously contained a barn structure which has been removed from the property. An existing derelict cottage remains on the retained lands approximately 5 metres to the waterfront and is identified to be removed in order to accommodate a new residential dwelling which the applicants propose to construct at 30 metres from the highwater mark. The applicants noted that the new dwelling will be an improvement to the property as opposed to renovating the existing cottage which has legal non-complying status. The consent application S-92-18-S was processed by the Township In November 2018.

Under the *Planning Act*, a public meeting is required to be held to receive comments from citizens on the proposed rezoning. Planning staff recommend Council receive comments but defer passing a bylaw until a later Council meeting to allow staff to incorporate any comments that may be received.

## Background

The subject property has received provisional consent approval for application S-92-18-S for the creation of one new waterfront lot from an existing property municipally known as 4775 Carrying Place Road. The proposed new lot will have approximately 61 metres (200 feet) along Carrying Place Road and approximately 106 metres (348.8 feet) of frontage along Dog Lake and is approximately 1 hectare (2.47 acres) in area. The lot will be irregularly shaped with a depth of approximately 130 metres (426.5 feet); the irregular shape results from the configuration of the waterfront along Dog Lake. An entrance exists from Carrying Place Road, which was used to access the property.

The retained lands consist of approximately 1.3 hectares in area with approximately 106 metres of frontage along Dog Lake and 229 metres of road frontage. The retained lands previously contained a barn structure which has been removed from the property. An existing derelict cottage remains on the property approximately 5 metres from the waterfront. The property owners have indicated in their application, that extensive clean-up of the property has occurred since the property was purchased and will continue in 2019.

The current owners have indicated in correspondence submitted with the rezoning application that the property was surveyed subsequent to provisional approval provided from the Committee of Adjustment in order of determining the 40 metre setback to the highwater mark as requested by the Rideau Waterway Development Review Team (RWDRT). The applicants note the 40 metre setback does not allow for any reasonable or preferable building envelopes and are requesting to build a dwelling at the 30 metre setback as permitted by the Township's Official Plan. Staff have further reviewed the severed and retained building lots and have determined that the 40 metre setback to the highwater mark can be achieved for the severed lot. In review of the retained lot, it appears more difficult in accommodating for the 40 metre setback to the highwater mark for the proposed residential dwelling and detached garage. The applicants have proposed a septic system to be located at 40 metres from the highwater mark for the severed and retained lands as reviewed by the KFL&A Health Unit and recommended by the RWDRT.

Planning staff have reached out to the applicants who have indicated concerns with the proposed rezoning as recommended in the report. Staff will continue to work with the applicants to review their options including comments received from the public. A By-law will be prepared in the future once further discussion has occurred and comments have been received.

**2014 Provincial Policy Statement (PPS)**

The 2014 Provincial Policy Statement (PPS) provides direction on matters of Provincial interest related to land use planning and development. The PPS promotes efficient land use and development patterns that support strong, liveable and healthy communities, protect the environment and public health and safety, and facilitate economic growth. When assessing consent applications on rural lands, planning authorities must comply with Section 1.1.5.1 of the PPS; this section requires application of relevant policy of Section 1: Building Healthy Communities, Section 2: Wise Use and Management of Recourses, and Section 3: Protecting Public Health and Safety by the approval authority.

Section 1: Building Healthy Communities of the PPS promotes the building of strong, healthy communities and includes policies about avoiding development and land use patterns which may cause environmental or public health and safety concerns. Section 1.1.5.2 of the PPS permits limited residential development on rural lands in addition to resource-based recreational uses in Ontario municipalities and in Section 1.1.5.4 promotes development that is compatible with the rural landscape and can be sustained by rural service levels. Section 1.1.4.1 a. speaks to building upon rural character and leveraging rural amenities. The provisionally approved consent application will result in the creation of one new rural waterfront residential lot that can be adequately serviced. The lot meets the Township minimum provisions for waterfrontage along Dog Lake and area.

Section 2: Wise Use and Management of Resources of the PPS contains policies that encourage the protection of natural heritage, water, agricultural, mineral and cultural heritage and archaeological resources for their economic, environmental and social benefits. The Rideau Waterfront Development Review team reviewed the application, during the review of consent application S-92-18-S with regards to Section 2.2 of the PPS which suggests that planning authorities should seek to protect, improve or restore the quality and quantity of water. RWDRT staff are recommending a 40 metre setback for any building and septic for the severed and retained lands. Planning staff are of the opinion that a 40 metre setback can be accommodated for the severed lands but is difficult to achieve for the retained lot given the configuration of the lot which is longer and narrower in configuration. The applicants have received approval in principle from the KFL&A Health Unit for a septic system to be located at 40 feet from the highwater mark. The severed lot is constrained to accommodate a future dwelling and garage at the 40 metre setback but could be accommodated at the 30 metre setback as indicated in their attached drawing. Achieving a 40 metre setback for the retained lot

would require a significant reduction in the front yard setback to Carrying Place Road in a location where there is a bend in the road in order to achieve a reasonable building envelope.

Section 3: Protecting Public Health and Safety directs development away from areas of natural or human-made hazards where there is an unacceptable risk to public health or safety or of property damage. The RWDRT reviewed the rezoning application with regards to flooding and erosion hazards. RWDRT staff concluded that there is sufficient area for future development to occur beyond the erosion hazard setbacks for the severed and retained parcels.

**County of Frontenac Official Plan, 2016**

The County of Frontenac Official Plan is a framework for guiding development in the County through the management and protection of the natural environment and by providing direction and influence on growth patterns. It is focused on the six themes of economic sustainability, growth management, community building, housing and social services, heritage and culture, and environmental sustainability.

Section 3.3 Rural Lands provides policies for all lands outside of the settlement areas. The Plan recognizes that rural lands are used as an alternative location for those preferring a rural lifestyle.

Section 3.3.3.4 Special Policies – Waterfront Area list an overall goal of the Plan to improve and protect the waterfront areas in Frontenac County as a significant cultural, recreational, economic, and natural environment resources and to maintain or enhance the quality of the land areas adjacent to the shore. Sufficient area exists on the severed lot to meet the enhanced 40 metre setback.

Section 4.2: Servicing provides policies for the use of private services provided that site conditions are suitable for the long-term provision of such services with no negative impacts. KFL&A Public Health was circulated the consent application and have no objection to the proposed severance as confirmed in correspondence provided November 2, 2018.

**Township of South Frontenac Official Plan**

The subject property is designated as Rural in the Township of South Frontenac Official Plan. Policies of the Rural designation speak to permitting development that is consistent with maintaining the Township's rural, natural heritage, and cultural landscape. Section 5.7.4 Rural Residential Policies permit limited non-agricultural development within the Rural area. The minimum lot sizes are to be 2 acres (0.8 hectares) with 76 metres (250 feet) of frontage along a public road and 91 metres of frontage along the waterfront for waterfront lots. Further, a maximum of three rural residential severances may be permitted from a lot existing as of the date of adoption of the plan. Lots shall be serviced by private water and sanitary sewage disposal systems. The proposed severed lot meets the minimum lot area and waterfrontage requirements. A reduction has been requested in the road frontage of the severed lands; a larger frontage could be achieved through a lot configuration that would be irregular and was not recommended by planning staff.

Staff at the RWDRT recommended a 40 metre setback for the retained and severed lands based on Policy 6.1.6 of the CRCA's Planning Policy site evaluation guidelines. The Assessment of Municipal Site Evaluation Guidelines for Waterfront Development in Eastern Ontario's Lake Country completed by Hutchinson Environmental Services Ltd. (April, 2014) defines a horizontal water setback distance based upon site characteristics such as soil texture and depth, slope and vegetation along the shoreline. Based on observations made during the site visit, the recommended minimum distance of shoreline buffer for development for the lot to be severed should be 40 metres to protect water quality of Dog Lake. A condition of consent for the severed lot is to establish a setback of 40 metres from the high watermark for the severed lot. Knowing the irregular dimensions of the retained lot, the condition for the rezoning the retained lot was more flexible.

**Township of South Frontenac Zoning Bylaw**

The property is zoned Rural (RU) in the Township of South Frontenac Zoning Bylaw. The intent of the Rural zoning is to permit a variety of uses including agriculture and residential. The new lot exceeds the minimum area requirement for new lots in the Rural Zone. Planning staff are recommending that the severed and retained lots be rezoned to Waterfront Residential to limit the permitted uses on the

property; the Waterfront Residential zone also requires a minimum lot area of 1 hectare. The applicant has submitted a site plan drawing identifying a building envelope indicating the location for a new residential dwelling, sleeping cabin, location of an approved septic system, well and new garage to ensure the required setbacks can be achieved and considered by Council as part of this rezoning application. Sufficient area exists on the severed lands to construct outside of the required setbacks. Planning staff are supportive of the 40 metre setback as additional fill can be brought onto the site to provide a waterfront view for a residential dwelling. Alternatively, the site could be regraded to accommodate for the new dwelling. Planning staff are supportive of the 30 metre setback to the highwater mark for the retained lot, given the constraints of the lot to accommodate a future dwelling, garage and septic system.

The proposed development conforms to both the County and Township Official Plan; the rezoning will recognize the increase of the setback on the severed lands, to recognize the deficient road frontage and limit the permitted uses on smaller lots.

## Agency Analysis and Comments

Public Works Department – Public Works reviewed the application during the review of consent application S-92-18-S and noted that there are multiple entrances currently on the severed and retained parcels. Public Works were satisfied that each parcel could have an entrance that meets Township standard. As entrance permits are issued after the severance is finalized, it is noted that Public Works will require each lot to obtain an entrance permit prior to a building permit being issued, and remove any additional entrances at that time. Public Works has no objections to permitting a garage at a setback with a reduced front yard setback from Carrying Place Road.

KFL&A Public Health – In comments provided November 2, 2018 in support of the consent application, KFL&A Public Health indicated that they have no objection to the severance application. Soil conditions on the lot will require additional suitable granular soil to construct the septic system, though both the retained and severed lots are flexible in siting a sewage disposal system. Specific requirements for additional soil will be indicated on an Application to Construct a Sewage System prior to site development.

Rideau Waterway Development Review Team – Comments dated March 26, 2019 in support of the rezoning application, indicated that the RWDRT recommend denial to the application. RWDRT staff reviewed the application for consent to severe in 2018 (S-92-18-S) and recommended a setback of 40 metres from the high water mark for the severed and retained parcels to protect the water quality of Dog Lake. RWDRT Staff recommend that the 40 metre setback can be accommodated on both the severed and retained lot and would have recommended denial of the consent application. If the 40 metre setback cannot be accommodated, staff recommend that the municipality consider a reduction in the setback from the road to accommodate the development and protect the water quality of Dog Lake. The applicant is required to contact Parks Canada and the CRCA for approval and permitting requirements.

## Public Comments

At the time of writing, no formal comments have been received from the public. The intent of the public meeting is to receive comments from the public.

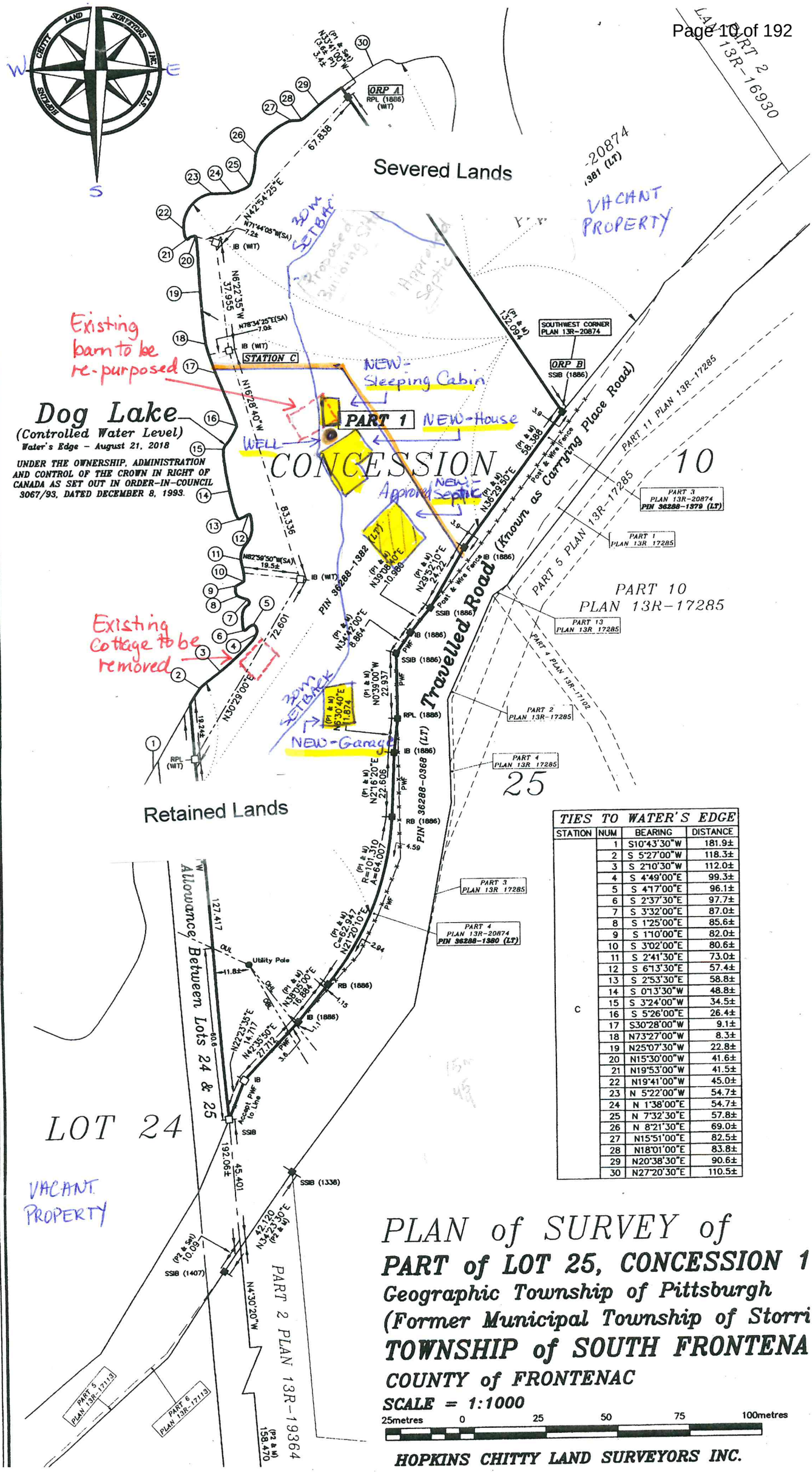
**Submitted by:**
Trudy Gravel, CPT, AMCT, Planner, Township of South Frontenac

**Approved by:**
Claire Dodds, MCIP, RPP, Director of Development Services, Township of South Frontenac

**Date of Site Visit:** March 8, 2019

**Attachments:**

1. **Site Sketch**
2. **Zoning By-law Application**
3. **RWDRT Comments**
4. **Decision of Committee of Adjustment (S-92-18-S)**




| TIES TO WATER'S EDGE | | | |
|---|---|---|---|
| STATION | NUM | BEARING | DISTANCE |
| C | 1 | S10°43'30"W | 181.9± |
| | 2 | S 5°27'00"W | 118.3± |
| | 3 | S 2°10'30"W | 112.0± |
| | 4 | S 4°49'00"E | 99.3± |
| | 5 | S 4°17'00"E | 96.1± |
| | 6 | S 2°37'30"E | 97.7± |
| | 7 | S 3°32'00"E | 87.0± |
| | 8 | S 1°25'00"E | 85.6± |
| | 9 | S 1°10'00"E | 82.0± |
| | 10 | S 3°02'00"E | 80.6± |
| | 11 | S 2°41'30"E | 73.0± |
| | 12 | S 6°13'30"E | 57.4± |
| | 13 | S 2°53'30"E | 58.8± |
| | 14 | S 0°13'30"W | 48.8± |
| | 15 | S 3°24'00"W | 34.5± |
| | 16 | S 5°26'00"E | 26.4± |
| | 17 | S30°28'00"W | 9.1± |
| | 18 | N73°27'00"W | 8.3± |
| | 19 | N25°07'30"W | 22.8± |
| | 20 | N15°30'00"W | 41.6± |
| | 21 | N19°53'00"W | 41.5± |
| | 22 | N19°41'00"W | 45.0± |
| | 23 | N 5°22'00"W | 54.7± |
| | 24 | N 1°38'00"E | 54.7± |
| | 25 | N 7°32'30"E | 57.8± |
| | 26 | N 8°21'30"E | 69.0± |
| | 27 | N15°51'00"E | 82.5± |
| | 28 | N18°01'00"E | 83.8± |
| | 29 | N20°38'30"E | 90.6± |
| | 30 | N27°20'30"E | 110.5± |

# PLAN of SURVEY of
## PART of LOT 25, CONCESSION 1
### Geographic Township of Pittsburgh
### (Former Municipal Township of Storri
## TOWNSHIP of SOUTH FRONTENA
### COUNTY of FRONTENAC

**SCALE = 1:1000**

25metres 0 25 50 75 100metres

HOPKINS CHITTY LAND SURVEYORS INC.

Rideau Waterway
Development Review Team

March 26, 2019 File: ZBL/FRS/52/2019

**Sent by e-mail**

Ms. Angela Maddocks, Clerk
c/o Department of Development Services
Township of South Frontenac
4432 George Street
P.O. Box 100
Sydenham, Ontario
K0H 2T0

Dear Ms. Maddocks:

**Re: Application for Zoning By-law Amendment Z-19-06 (Curtis / Landry)**
**Part of Lot 25, Concession 10; 4775 Carrying Place Road**
**District of Storrington, Township of South Frontenac**
**Waterbody: Dog Lake**

Staff of the Rideau Waterway Development Review Team (RWDRT), made up of staff from the Cataraqui Region Conservation Authority (CRCA) and Parks Canada, has reviewed the above-noted application for zoning by-law amendment and offer the following comments for consideration by the Township. *RWDRT staff recommend denial of application Z-19-06 based on the following discussion, and our consideration for natural hazards, natural and cultural heritage, and water quality and quantity protection policies.*

The purpose of the proposed site-specific Waterfront Residential Zone (RW-42) is to recognize the intended uses of the property for waterfront residential and will allow for the establishment of a single detached dwelling at 30 metres from the highwater mark of Dog Lake, with the septic system being required to be located 40 metres from the highwater mark.

RWDRT staff reviewed an application for a consent to sever for this property in 2018 (S-92-18-S) and provided written comments on the proposal which recommended a 40 metre setback for all development on both the lot to be severed and the retained lot. This recommendation was derived in consideration of Section 2.2 of the Provincial Policy statement which suggests that planning authorities should seek to protect, improve or restore the quality and quantity of water. In addition, The Official Plan recognizes the need to minimize impacts to water quality by reducing phosphorous inputs, preventing erosion and maintaining natural appearances. Accordingly, policies have been included that can vary the setback from the highwater mark from 30 to 90 metres depending on the site characteristics such as steepness of slope, vegetation cover, soil depth and soil phosphorus retention. Finally, the recommended setback was derived in consideration of the "Assessment of Municipal Site Evaluation Guidelines for Waterfront Development in Eastern Ontario's Lake County" (Hutchinson Environmental Services Ltd., April 2014) which considers site specific characteristics such as those described above. It is the understanding of RWDRT staff that this recommendation was added as a condition of approval for severance application S-92-18-S.

In the opinion of RWDRT staff, the recommended 40 metre setback can be accommodated on both the lot to be severed and the retained lot or RWDRT staff would have recommended denial of the consent application. If, for some reason, the 40 metre setback cannot be accommodated, staff recommend that the municipality consider a reduction in the setback from the road to accommodate the development and protect the water quality of Dog Lake.

**Regulatory Requirements**

Parks Canada

Parks Canada - Rideau Canal Office oversees all in-water and shoreline works along the Canal system. If the landowner wishes to carry out any in-water or shoreline works in the future, the Rideau Canal Office must be contacted and written approval obtained prior to the commencement of construction.

Ontario Regulation 148/06

The CRCA, under Ontario Regulation 148/06: *Development, Interference with Wetlands, and Alterations to Shorelines and Watercourses,* regulates development within 15 metres of a flood plain or erosion hazard, and within 15 metres of the top of valley. The applicant or future owners 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 ext. 244, or by e-mail at aschmidt@crca.ca. Please inform the CRCA of any decision made by the Township regarding this application.

Yours truly,



Andrew Schmidt
Supervisor, Development Review
CRCA

cc: Jeff Curtis & Marie-Josee Landry, 4133 Carrying Place Road, Seeley's Bay, ON, K0H 2N0
Susan Millar, Parks Canada (via email)
Trudy Gravel, Township of South Frontenac (via email)

**APPLICATION FOR ZONING BY-LAW AMENDMENT**
***Planning Act*, R.S.O. 1990, c. P.13 as amended**

3. **Collection of Personal Information**
Personal information requested herein is required under the Planning Act, 1990 as amended. This information will be used by the Planning Department for the purpose of reviewing the above referenced application, and may be made available to those boards, Commissions, Authorities, Agencies and Persons having an interest in this matter. Any questions regarding the collection of this information should be directed to the Planner/Deputy Clerk.

RECEIVED
FEB 08 2019
TOWNSHIP OF SOUTH FRONTENAC
BUILDING DEPARTMENT

Date Received: _____ File No: Z-19-06

1. Name of Owner: JEFF CURTIS / MARIE-JOSEE LANDRY

**Full Mailing Address** of Owner: [redacted]

Email Address of Owner: [redacted]

Phone number of Owner: [redacted]

2. If the applicant is not the owner of the subject land, the written authorization of the owner that the applicant is authorized to make the application:

Name of Authorized Agent: _____

**Full Mailing Address** of Authorized Agent: _____

Phone number of Authorized Agent: _____

_____
Signature(s) of Owner(s)

3. The description of the subject land:

District: ☐ Bedford ☐ Portland ☐ Loughborough ☒ Storrington

Concession Number: 10 Lot Number: PART LOT 25

Street Number: 4775 Name of Road/Street: CARRYING PLACE ROAD

Reference Plan Number: 13R-21849 Part Number(s): 1

Roll Number: 102907006022 10

**APPLICATION FOR ZONING BY-LAW AMENDMENT**
***Planning Act*, R.S.O. 1990, c. P.13 as amended**

4. The frontage(s), depth and area of the subject land:

   Frontage (on water): 740' Frontage (on road/lane): 950'

   Depth: 433'x 415' (various) Area (acres): 5,8

5. The name and address(es) of any mortgages, charges or other encumbrances in respect of the subject land.

   N/A

6. The current zoning of the subject land:

   RURAL

7. The nature and extent of rezoning requested:

   REZONE TO WATERFRONT RESIDENTIAL

8. The reason the proposed use cannot comply with the provisions of the Zoning By-law:

   TO ALLOW FOR SEVERANCE INTO TWO WATERFRONT RESIDENTIAL LOTS

9. Please indicate whether access to the subject land is by a public road (fully maintained or seasonal), a right of way or by water?

   PUBLIC ROAD

10. **If access to the subject property is by water only**, please indicate the parking and docking facilities used or to be used and the approximate distance of these facilities from the subject land and the nearest public road.

    N/A

11. What are the existing uses of the subject land?

    CURRENTLY VACANT

**APPLICATION FOR ZONING BY-LAW AMENDMENT**
***Planning Act*, R.S.O. 1990, c. P.13 as amended**

12. Please indicate whether there are any existing buildings or structures on the subject land (i.e. residence, garage, shed, etc.).

☒ Yes ☐ No

13. If the answer to item 12 is yes, **for EACH building or structure** please indicate:

| **Type of Structure (E.g. residence)** | **(1)** SEASONAL COTTAGE | **(2)** LIVESTOCH BARN PARTLY DISASSEMBLED - RETAIN FOUNDATION | **(3)** | **(4)** |
|---|---|---|---|---|
| **Setback from Front Lot Line** (ROAD) | 150' | 230' | | |
| **Setback from Rear Lot Line** (HIGH WATER MARK) | 15' | 65' | | |
| **Setback from Side Lot Line** | 80' west side | 200' (east side) | | |
| **Height of Building** (Also indicate if it is one story or two story) | 22' | 36' (two storeys) | | |
| **Dimensions of Floor Area** | 24' x 20' | 30' x 40' | | |
| **Setback from High Water Mark (If applicable)** | 15' | 65' | | |

14. The proposed uses of the subject land:

TWO WATERFRONT RESIDENTIAL LOTS

15. Are any building(s) or structure(s), or additions to existing building(s) or structure(s), proposed to be built on the subject land?

☒ Yes ☐ No

A. RETAINED LOT



**APPLICATION FOR ZONING BY-LAW AMENDMENT**
***Planning Act*, R.S.O. 1990, c. P.13 as amended**

16. If the answer to item 15 is yes, for each building or structure please indicate:

| **Type of Structure (E.g. residence)** | **(1)** NEW RESIDENCE | **(2)** SLEEPING CABIN | **(3)** DETACHED GARAGE | **(4)** |
|---|---|---|---|---|
| **Setback from Front Lot Line** (ROAD SIDE) | 130' | 200' | 50' | |
| **Setback from Rear Lot Line** (HIGH WATER MARK) | 100' | 100' | 100' | |
| **Setback from Side Lot Line** | 15' (east side) | 15' (east side) | 200' (west side) | |
| **Height of Building** (Also indicate if it is one story or two story) | 20' | 18' | 20' | |
| **Outside Dimensions of Building/Structure** | 56' X 58' | 15' X 20' | 24' X 28' | |
| **Setback from High Water Mark (If applicable)** | 100' | 100' | 100' | |

17. What are the uses of proposed development?

| | | | |
|---|---|---|---|
| (a) | Increase in number of bedrooms | ☒ Yes | ☐ No |
| (b) | Increase in plumbing fixtures | ☒ Yes | ☐ No |
| (c) | Increase in living space | ☒ Yes | ☐ No |
| (d) | Will the addition or structure encroach on the existing septic system? | ☐ Yes | ☒ No (No pre-existing septic) |

B. SEVERED LOT

**APPLICATION FOR ZONING BY-LAW AMENDMENT**
***Planning Act*, R.S.O. 1990, c. P.13 as amended**

16. If the answer to item 15 is yes, for each building or structure please indicate:

| Type of Structure (E.g. residence) | (1) RESIDENCE TO BE DETERMINED | (2) | (3) | (4) |
|---|---|---|---|---|
| Setback from Front Lot Line (ROAD SIDE) | 300' | | | |
| Setback from Rear Lot Line (HIGH WATER MARK) | 100' | | | |
| Setback from Side Lot Line | 100' | | | |
| Height of Building (Also indicate if it is one story or two story) | TBD | | | |
| Outside Dimensions of Building/Structure | TBD | | | |
| Setback from High Water Mark (If applicable) | 100' | | | |

17. What are the uses of proposed development?

| | | | |
|---|---|---|---|
| (a) | Increase in number of bedrooms | ☒ Yes | ☐ No |
| (b) | Increase in plumbing fixtures | ☒ Yes | ☐ No |
| (c) | Increase in living space | ☒ Yes | ☐ No |
| (d) | Will the addition or structure encroach on the existing septic system? | ☐ Yes | ☒ No |

**APPLICATION FOR ZONING BY-LAW AMENDMENT**
***Planning Act*, R.S.O. 1990, c. P.13 as amended**

18. The date the subject land was acquired by the current owner:

SEPTEMBER 2018

19. Indicate the date the existing buildings or structures on the subject land were constructed:

UNKNOWN - 60 to 100 yrs old

20. Indicate the length of time that the existing uses of the subject land have continued:

UNKNOWN

21. Indicate whether water is provided to the subject land by a publicly owned and operated piped water system, a privately owned and operated individual or communal well, a lake or other water body or other means.

PRIVATE WELL

22. Indicate whether sewage disposal is provided to the subject land by a publicly owned and operated individual or communal septic system, a privately owned and operated individual septic system, a privy or other means.

NO SEPTIC

23. Is storm drainage provided by sewers, ditches, swales or other means?

NATURAL RUN-OFF

24. **If known**, please indicate whether the subject land is the subject of an application under the Planning Act for approval of a plan of subdivision or consent:

☒ Yes ☐ No

25. If the answer to item 24 is yes, please give the file number of the application and the status of the application:

APPLICATION OF CONSENT FOR SEVERANCE # S-92-18-S

PROVISIONAL CONSENT GRANTED

**APPLICATION FOR ZONING BY-LAW AMENDMENT**
***Planning Act*, R.S.O. 1990, c. P.13 as amended**

26. **If known**, please indicate whether the subject land has ever been the subject of an application under section 34 of the Act (previous zoning amendment):

☐ Yes ☒ No

27. If the answer to item 24 is yes, please give the file number of the application and the status of the application:

_____

_____

28. Are there any abandoned wells on the property? ☐ Yes ☒ No

29. A **SKETCH** must be submitted showing the following:

(a) The boundaries and dimensions of the subject land.

(b) The location, size and type of all existing and proposed buildings and structures on the subject land, indicating the distance of the buildings or structures from the front yard lot line, rear yard lot line and the side yard lot lines.

(c) The approximate location of all natural and artificial features on the subject land and on land that is adjacent to the subject land that, in the opinion of the applicant, may affect the application. Examples include buildings, railways, roads, watercourses, drainage ditches, river or stream banks, wetlands, wooded areas, wells and septic tanks.

(d) The current uses of land that is adjacent to the Subject land.

(e) The location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public traveled road, a private road or a right of way.

(f) If access to the subject land is by water only, the location of the parking and docking facilities to be used.

(g) The location and nature of any easement affecting the subject land.

(h) The location of any abandoned wells on the property.

(i) Show North Direction - oriented at the top of the page

NOTE: The distance to wells, septic fields and barns from the lands to be rezoned **SHALL** be shown.

**APPLICATION FOR ZONING BY-LAW AMENDMENT**
***Planning Act*, R.S.O. 1990, c. P.13 as amended**

**AGREEMENT TO INDEMNIFY**

Attached to this application is a cheque payable to the Township of South Frontenac in the amount of $2,326.00 representing payment of the application fee.

The Owner/Applicant agrees that the information recorded in this Zoning Amendment Application Form is correct.

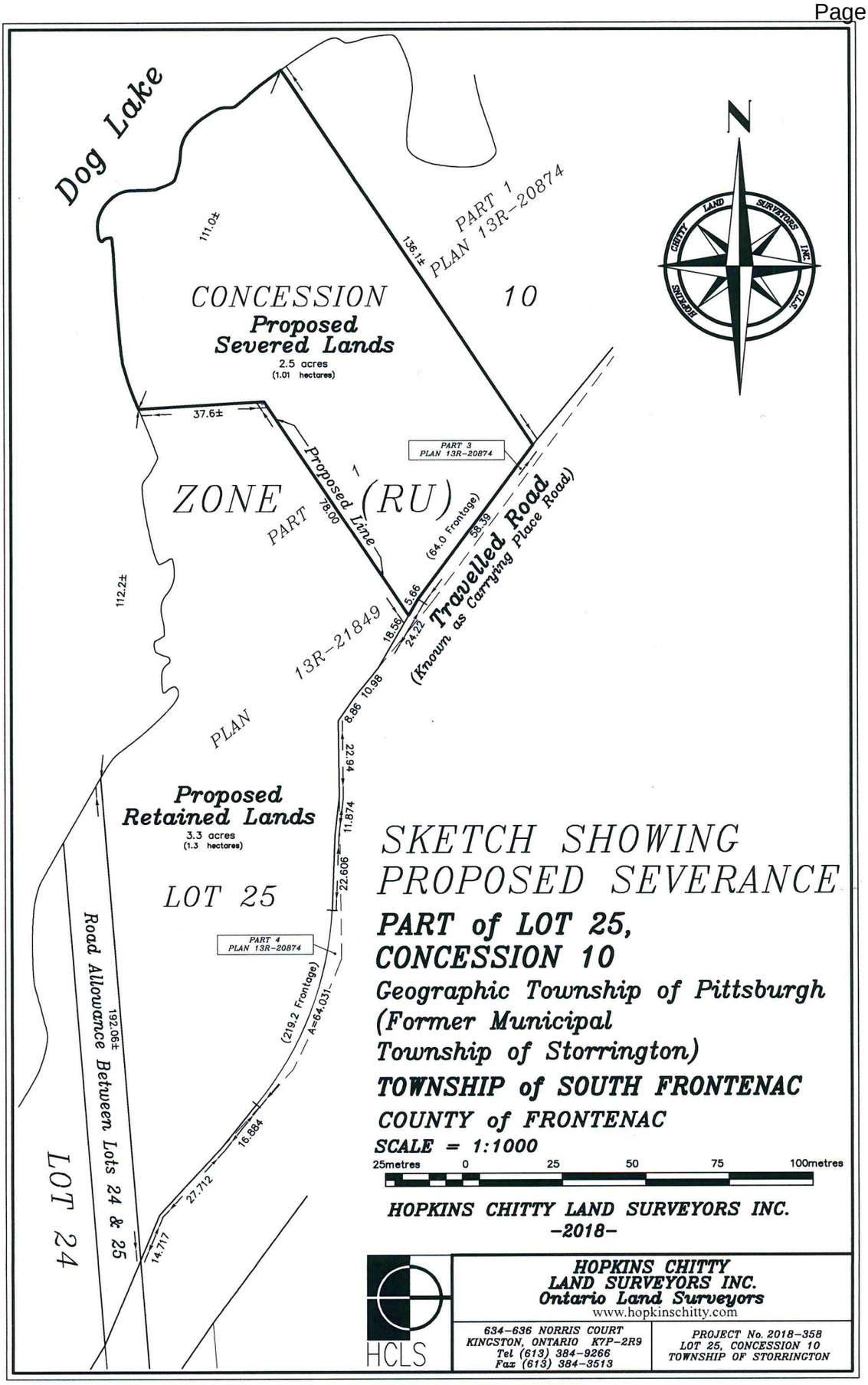
The Owner/Applicant agrees to reimburse and indemnify the municipality for all fees and expenses incurred by the municipality to process the application, including any fees and expenses attributable to proceedings before the Ontario Municipal Board or any court or other administrative tribunal if necessary to defend Council's decision to support the application.

Without limiting the foregoing, such fees and expenses shall include the fees and expenses of consultants, planners, engineers, lawyers and such other professional and technical advisors as the municipality may, in its absolute discretion acting reasonably, consider necessary or advisable to more properly process and support the application.

The Owner/Applicant further agrees to provide the municipality, upon request and in cases where an application has been appealed to the Ontario Municipal Board, with a deposit (over and above the normal application fee), from which the municipality may, from time to time charge any fees and expenses incurred by the municipality in order to process the application. If such appeal expenses exceed the deposit, the Owner/Applicant shall pay the difference forthwith upon being billed by the municipality, with interest at the rate of 1.25% per month (15% per annum) on accounts overdue more than 30 days.

The Owner/Applicant further agrees that, until such requests have been complied with, the municipality will have no continuing obligation to process the application or attend or be represented at the Ontario Municipal Board or any court or other administrative proceeding in connection with the application:




Dog Lake
111.0±
CONCESSION 10
Proposed Severed Lands
2.5 acres
(1.01 hectares)
136.1±
PART 1
PLAN 13R-20874
37.6±
PART 3
PLAN 13R-20874
ZONE (RU)
PART 1
Proposed Line
78.00
(64.0 Frontage)
58.39
Travelled Road
(Known as Carrying Place Road)
112.2±
5.66
18.58
24.22
13R-21849
PLAN
8.86
10.98
22.94
11.874
22.606
Proposed Retained Lands
3.3 acres
(1.3 hectares)
LOT 25
PART 4
PLAN 13R-20874
(213.2 Frontage)
A=64.031
192.06±
Road Allowance Between Lots 24 & 25
16.884
27.712
14.717
LOT 24
N
HOPKINS CHITTY LAND SURVEYORS INC. O.L.S.
SKETCH SHOWING
PROPOSED SEVERANCE
PART of LOT 25,
CONCESSION 10
Geographic Township of Pittsburgh
(Former Municipal
Township of Storrington)
TOWNSHIP of SOUTH FRONTENAC
COUNTY of FRONTENAC
SCALE = 1:1000
25metres 0 25 50 75 100metres
HOPKINS CHITTY LAND SURVEYORS INC.
-2018-
HCLS
HOPKINS CHITTY
LAND SURVEYORS INC.
Ontario Land Surveyors
www.hopkinschitty.com
634-636 NORRIS COURT
KINGSTON, ONTARIO K7P-2R9
Tel (613) 384-9266
Fax (613) 384-3513
PROJECT No. 2018-358
LOT 25, CONCESSION 10
TOWNSHIP OF STORRINGTON

Township of South Frontenac
4432 George St.
Sydenham, Ontario
K0H 2T0

To: Planning Department

Re: Consent Application S-92-18-S, 4775 Carrying Place Rd, Seeleys Bay, ON

Please find enclosed an Application for Zoning By-Law Amendment to change the subject property zoning from Rural to two Waterfront Residential lots as required by the Provisional Consent Granted dated November 13, 2018.

The Provisional Consent includes the condition of a 40-metre setback based on the recommendations from the RWDRT. In part, these recommendations were based on the assumption that there "appears to be a suitable development envelope outside the recommended 40-metre setback." Since the RWDRT site visit and subsequent meeting of the Committee of Adjustments, the property has been surveyed including a 40-metre setback.

Due to the natural lay of the land and the irregular shoreline, it is now apparent that a 40-metre setback does not allow for any reasonable or preferable building envelopes. We are therefore requesting consent to build within the 30-metre setback as allowed by the Township's Official Plan based on the following considerations:

1- The RWDRT report identified "no concerns from a natural hazards perspective but recommended a 40-metre setback to protect water quality". The septic locations already approved by KFL@A Public Health for both the retained and new lot exceed 40 metres which would provide for protection of water quality. The condition of the septic locations being setback at 40 metres could be included in the re-zoning.

2- To date, an old house, seven out-buildings and a silo have been removed from the property. A total of 32 dump truck loads of garbage and four bins of scrap metal including two old cars that were located at the shore line have been hauled away. Hundreds of feet of old barbed wire fencing have also been removed. Additional site cleanup to continue in Spring 2019. All of this will greatly improve the water quality from the negative impact of past land use.

3- The property includes a livestock barn located 60 feet from the lake. This barn has been disassembled and all old manure, which was almost 2 feet deep, has been removed therefore additionally reducing potential impact on water quality.

4- The property's past use included the grazing of livestock. The impact of over grazing has resulted in very little tree cover over most of the site. Over one hundred trees are scheduled to be planted this spring, many within the 30-metre setback from the water in an effort to provide erosion protection, restore natural habitat, as well as improved aesthetics.

5- Retained lot – A 40-metre setback does not provide for sufficient depth in the most logical building location when allowing for the approved septic location and 20-metre setback from the road. A minimum setback of 30 metres is required. The ability to build 30 metres back would allow for the existing cottage, which is located 5 metres from the water, to be demolished. If we are unable to build within the 30-metre setback, the only other location would be the site of the old cottage which is not preferable for anyone. A condition for a 30-metre setback could include the removal of the old cottage.

   Approval is also sought to construct a detached garage at the 30-metre setback mark but at a 15-metres setback from the road. This would negate any need to re-build the old barn, located 60 feet from the water, to use as a detached garage. The old barn would not be rebuilt but the footprint would be used only for a patio.

   The only other building contemplated at this time is a sleeping cabin (300 sq ft) also located behind the 30-metre mark.

6- New Lot – Due to the shape of the property, shoreline irregularities, bays and natural features, a 40-metre setback requirement does not allow for a suitable building envelope. A photo is attached to illustrate the remaining building site based at 40 metres as identified by the surveyors. A 30-metre setback would allow for a sufficient area to build; the building site is sloping away from the water and has good natural tree cover along the water's edge. The septic location is approximately 60 metres from the water line.

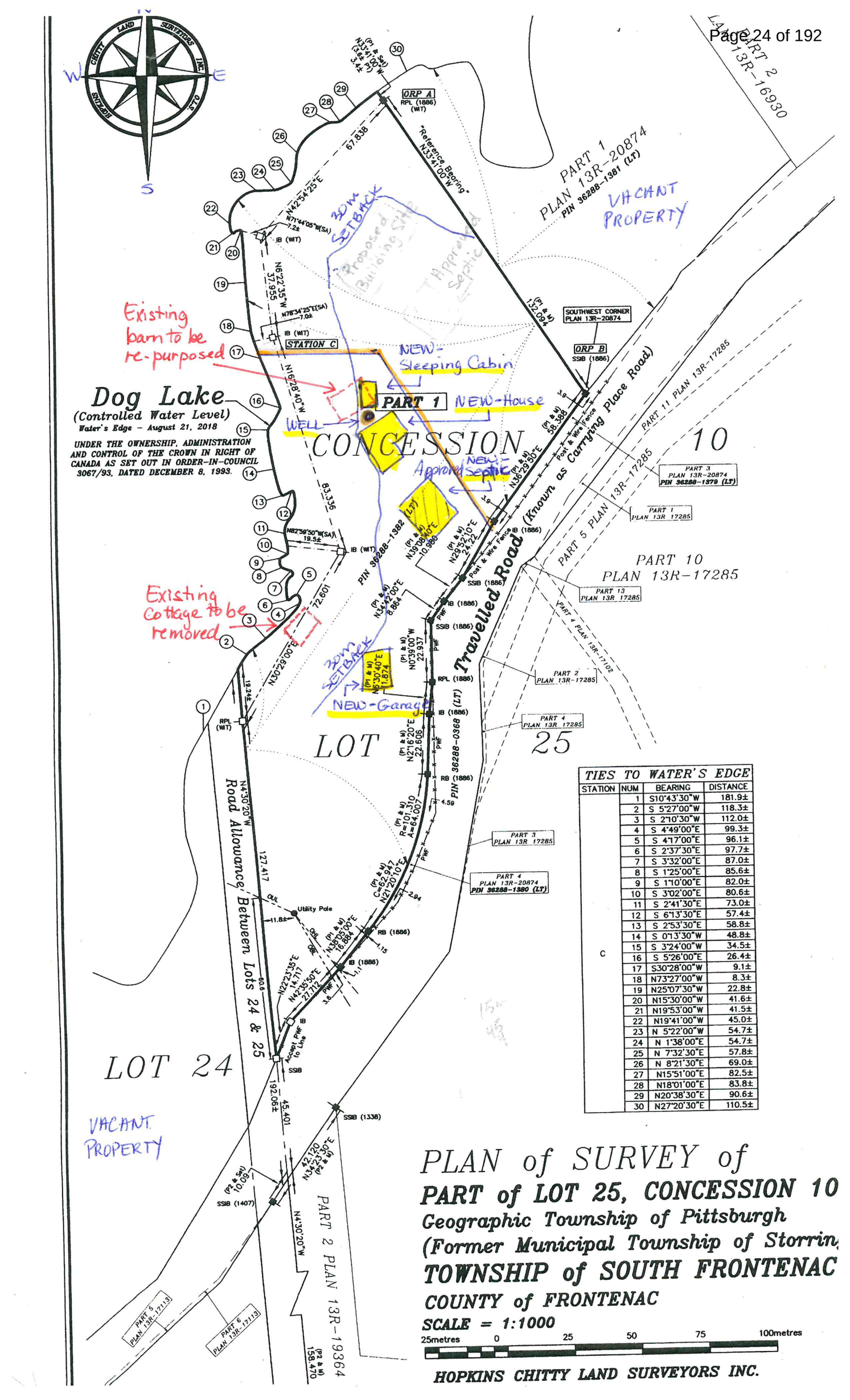
We believe that consideration for a 30-metre setback should be given based on the proposed septic locations, substantial site improvements completed to date and still scheduled, and carefully considered building locations which will prevent any adverse impact on environment or water quality. A 30-metre setback requirement would also allow for the permanent removal of the remaining buildings that are presently located well within the 30 metres. All of these factors will result in significantly greater improvements to the property and its environmental impact.

Sincerely,

Jeff Curtis and Marie-Josee Landry

Addendums: (4)

1- Application for Zoning By-Law Amendment
2- Surveyors sketch showing proposed severance
3- Sketch of existing and proposed buildings
4- Photo showing building envelop of new lot based on 40-metre setback




| TIES TO WATER'S EDGE | | | |
|---|---|---|---|
| STATION | NUM | BEARING | DISTANCE |
| | 1 | S10°43'30"W | 181.9± |
| | 2 | S 5°27'00"W | 118.3± |
| | 3 | S 2°10'30"W | 112.0± |
| | 4 | S 4°49'00"E | 99.3± |
| | 5 | S 4°17'00"E | 96.1± |
| | 6 | S 2°37'30"E | 97.7± |
| | 7 | S 3°32'00"E | 87.0± |
| | 8 | S 1°25'00"E | 85.6± |
| | 9 | S 1°10'00"E | 82.0± |
| | 10 | S 3°02'00"E | 80.6± |
| | 11 | S 2°41'30"E | 73.0± |
| | 12 | S 6°13'30"E | 57.4± |
| | 13 | S 2°53'30"E | 58.8± |
| | 14 | S 0°13'30"W | 48.8± |
| | 15 | S 3°24'00"W | 34.5± |
| | 16 | S 5°26'00"E | 26.4± |
| C | 17 | S30°28'00"W | 9.1± |
| | 18 | N73°27'00"W | 8.3± |
| | 19 | N25°07'30"W | 22.8± |
| | 20 | N15°30'00"W | 41.6± |
| | 21 | N19°53'00"W | 41.5± |
| | 22 | N19°41'00"W | 45.0± |
| | 23 | N 5°22'00"W | 54.7± |
| | 24 | N 1°38'00"E | 54.7± |
| | 25 | N 7°32'30"E | 57.8± |
| | 26 | N 8°21'30"E | 69.0± |
| | 27 | N15°51'00"E | 82.5± |
| | 28 | N18°01'00"E | 83.8± |
| | 29 | N20°38'30"E | 90.6± |
| | 30 | N27°20'30"E | 110.5± |

# PLAN of SURVEY of

## PART of LOT 25, CONCESSION 10

### Geographic Township of Pittsburgh

### (Former Municipal Township of Storrin

### TOWNSHIP of SOUTH FRONTENAC

### COUNTY of FRONTENAC

**SCALE = 1:1000**

25metres 0 25 50 75 100metres

HOPKINS CHITTY LAND SURVEYORS INC.

# DECISION OF THE TOWNSHIP OF SOUTH FRONTENAC COMMITTEE OF ADJUSTMENT

YEARS STRONG 1998-2018

We, the undersigned members of the Land Division Committee for the Township of South Frontenac, do hereby certify that the following is our decision with respect to the consent application described below:

**Application No:** S-92-18-S
**Owner:** Jeff Curtis, Marie-Josee Landry
**Location of Property:** Concession 10, Part Lot 25, Carrying Place Road, District of Storrington, Township of South Frontenac
**Purpose of Application:** Consent to create one new lot

**Date of Hearing:** November 8, 2018
**Date of Decision:** November 8 2018

**DECISION:** PROVISIONAL CONSENT GRANTED, subject to conditions

**Conditions:**

Expiry Period

1. Conditions imposed must be met within one year of the date of notice of decision, as required by Section 53(41) of the Planning Act, RSO 1990, as amended. If conditions are not fulfilled as prescribed within one year, the application shall be deemed to be refused. Provided the conditions are fulfilled within one year, the application is valid for two years from the date of notice of decision.

Severed Lands

2. The land to be severed by Consent Application S-92-18-S shall be for the creation of a lot with a minimum area of 1 hectare with approximately 61 metres of frontage along Carrying Place Road and a minimum of 91 metres of frontage along Dog Lake.

Survey/Reference Plan or Registerable Description

3. An acceptable reference plan or legal description of the severed lands in duplicate [Registry Act, s.81, Land Titles Act, s. 150], the deed or instrument conveying the severed lands, and the Certificate of Official shall be submitted to the Secretary-Treasurer for review and consent endorsement within a period of one year [Planning Act, s. 53(41)] after the date that "Notice of Decision" is given [Planning Act, ss. 53(17) and 53(24)].

Road Widening

4. The surveyor who prepares the reference plan referred to in Condition #5 shall also determine by survey the width of the public road abutting the severed lands measured from the centre line of the traveled portion of the road to the lot line of the owner's property. If such width is less than 33 ft., the owner shall dedicate to the Township land along the frontage of the severed lands as the case may be in the following manner:
    a. The land to be dedicated shall be the width required to provide 33 ft. from the centre of the existing travelled road;
    b. The land to be dedicated shall be described as a separate part on a Reference Plan of Survey to be prepared and deposited at the Owner's expense and filed with the Secretary-Treasurer prior to the stamping of the deeds;
    c. The Transfer/Deed from the Owner for the land to be dedicated shall be engrossed in the name of "The Corporation of the Township of South Frontenac", and shall include the following attached to the Transfer/Deed as a Schedule:

    *The Transferor hereby transfers the lands to the municipality for the purpose of widening the adjacent highway pursuant to Section 31(6) of the Municipal Act, 2001, Chapter 25, as amended.*

d. The Transfer/Deed for the land to be dedicated shall be registered by the Owner at the Owner's expense;

e. The duplicate registered Transfer/Deed for the land to be dedicated together with a letter of opinion of a solicitor qualified to practice law in the Province of Ontario addressed to the Secretary-Treasurer confirming that the municipality acquired good and marketable title to the land free and clear of all liens and encumbrances shall be delivered to the Secretary-Treasurer prior to stamping of Deeds.

Municipal Requirements

5. Payment of the balance of any outstanding taxes and local improvement charges shall be made to the Township Treasurer. This includes all taxes levied as of the date of the stamping of the deeds.

6. The Township of South Frontenac shall receive 5% of the value of the parcel to be severed through Consent Application S-92-18-S, in lieu of parkland [Planning Act, s. 51(1)].

7. In the event that there are abandoned wells located on the property being severed, and the retained property, they be sealed in accordance with the requirements of the Ministry of the Environment and that this work be accomplished prior to the stamping of the deeds.

Zoning

8. Where a violation of the Township of South Frontenac Comprehensive Zoning Bylaw is evident, the appropriate minor variance or rezoning be obtained to the satisfaction of the Municipality.

9. Prior to the stamping of the deeds the applicant shall rezone the severed lands from Rural to Waterfront Residential to recognize the deficient lot frontage along Carrying Place Road and the 40 metre setback from the highwater mark of Carrying Place Road. Please see the Township's Planning Department to begin this process.

10. Prior to the stamping of the deeds, the applicant shall rezone the retained lands from Rural to Waterfront Residential to recognize the environmental recommendations of the RWDRT and ensure a building envelope exists on the retained lands to accommodate the required setbacks. Please see the Township's Planning Department to begin this process. *NOTE: Planning staff recommend that future redevelopment plans be incorporated into the site-specific rezoning application.*

11. Confirmation from South Frontenac Public Works Department that both the severed and retained parcel can obtain an entrance permit for access in accordance with Township standards. *NOTE: The severed and retained parcels shall only be entitled to <u>one</u> entrance per property. Any additional entrance shall be removed prior to a building permit being issued for the severed or retained parcels.*

**Reason for the Decision:**

Having determined that a plan of subdivision is not necessary for the orderly development of the municipality, having had regard to the criteria required under Section 51(24) of the *Planning Act* and matters of Provincial interest, and having considered whether the proposal conforms to the Municipality's Official Plan and Zoning By-law.

We concur in this decision dated at the Township of South Frontenac this 8th day of November, 2018.

| | | | |
|---|---|---|---|
| Alan Revill | _____ | Ron Sleeth | _____ |
| Ken Gee | _____ | Larry Redden | _____ |
| David Hahn | _____ | Brad Barbeau | _____ |
| John Sherbino | _____ | Ross Sutherland | _____ |

**Township of South Frontenac**
**Land Division Committee**

## CERTIFICATION

I, Claire Dodds, Secretary-Treasurer of the Committee of Adjustment for the Township of South Frontenac, certify this is a true copy of the decision of the committee with respect to the application recorded therein.

Dated this 9th day of November, 2018

Claire Dodds
Secretary-Treasurer

Minutes of Council
March, 19, 2019

Time: 5:30 PM
Location: Council Chambers

Meeting # 9

Present: Mayor Ron Vandewal, Ray Leonard, Doug Morey, Alan Revill, Norm Roberts, Ron Sleeth, Ross Sutherland

Staff: Wayne Orr, Chief Administrative Officer, Claire Dodds, Director of Development Services, Angela Maddocks, Clerk. David Holliday, Technical Supervisor.

1. Meeting with Southern Frontenac Community Services

a) David Townsend reviewed the programs offered by Southern Frontenac Community Services. Concerns about social isolation, community benefit, awareness and communication was discussed. How do residents know there is help and services available? The desire is for South Frontenac senior residents to remain in their homes and to offer programs and services as affordable as possible. Opportunities for collaboration were discussed and will be followed up at a staff level. SFCSC is not seeking additional funding.

2. Call to Order - Regular Meeting - 7:00 pm

3. Declaration of pecuniary interest and the general nature thereof

a) Councillor Leonard declared a pecuniary interest with respect to Agenda Item 13 a), the Accounts Payable and Payroll Listing.

4. Approval of Agenda

a) Resolution

Resolution No. 2019-09-02
Moved by Councillor Morey
Seconded by Deputy Mayor Sleeth
That the agenda be adopted as presented.

Carried

5. Scheduled Closed Session - n/a

6. Delegations - n/a

7. Public Meeting

a) Resolution

Resolution No. 2019-09-03
Moved by Deputy Mayor Sleeth
Seconded by Councillor Morey
That a public meeting be held to discuss planning matters related to:

- Z-19/03 - Concession 13, Part Lot 25, Loughborough District
- Z-19/04 - Concession 3, Part Lot 6, Bedford District

Carried

b) Rezoning of Concession 13, Part Lot 25, Loughborough District - 179 Burnt Point Lane

Claire Dodds explained that the subject property received provisional consent approval for the creation of one new residential limited services waterfront lot from an existing property at Part Lot 25, Concession 13, District of Loughborough, municipally known as 179 Burnt Point Lane. The severed lands will consist of approximately 22 acres with 91 metres of frontage along Burnt Point Lane from the existing 29 acre lot and 182 metres of frontage along Buck Lake. The retained lands consist of approximately 7 acres in area with approximately 274 metres of frontage along Buck Lake and Burnt Point Lane terminating at the subject property. The retained land will be irregularly shaped due to the configuration of the shoreline and the natural topography of the lot. A new entrance and driveway will be constructed from Burnt Point Lane to provide access for the severed lot. The existing lot has frontage on Burnt Point Lane with water frontage along Buck Lake (South Basin) and is heavily vegetated with some cleared trails on the property. The South Basin of Buck Lake is an at-capacity lake trout lake; stricter development controls are in place for the creation of new lots within 300 metres of at-capacity lakes. An Environmental Impact Assessment, prepared by Ontario Lake Assessments Environmental Consulting in August 2018, was submitted in support of the consent application. The EIA demonstrates the strict and protective conditions required by MOECC for the new lot on a “at capacity” lake that can be achieved through the rezoning of the severed property in order to ensure that there will be no impact to the water quality of Buck Lake nor to the habitat for lake trout as a result. The agencies had no objections to the severance at the time of provisional consent subject to their conditions being met. No additional comments were received in review of the rezoning application.

There were no comments from Council or the public.

c) Rezoning of Concession 3, Part Lot 6, Bedford District - 71 Second Heaven Lane

Claire Dodds explained that the subject property received provisional consent approval for a lot addition from an existing property at Part Lot 6, Concession 3, District of Bedford, municipally known as Second Heaven Lane. The severed lands will consist of approximately 2.7 acres of land with approximately 102 metres of frontage along Thirty Island Lake and will be merged with lands addressed as 71 Second Heaven Lane. The retained, 26 acre lot has 360 metres of frontage along Second Heaven Lane and has the required 91 metres of frontage along Thirty Island Lake. No development is proposed for the retained lands, although there is sufficient area to develop the lot in the future.

The subject property is zoned Rural (RU) in the Township of South Frontenac Zoning Bylaw. The intent of the Rural zone is to permit a variety of uses that are compatible with the rural landscape including residential and agricultural uses and those ancillary. The benefitting lands are zoned Limited Service Residential Waterfront Exception 65 (RLSW-65) Zone in the implementing bylaw. The site specific zoning requires a 40 metre setback from the highwater mark or floodline of the waterbody (Thirty Island Lake). Planning staff had recommended that a condition of provisional consent in application S-97-18B be included to ensure the requirement that the land to be conveyed be rezoned to recognize the enhanced setback on the benefitting lands. The rezoning addresses this requirement. The retained lands will continue to exceed the minimum requirement for road frontage, waterfrontage and area. The proposed benefitting lands will increase the size of the property at 71 Second Heaven Lane from 2.5 acres to 5.2 acres which will increase the size of the waterfront lot and will provide increased buffering for the enlarged parcel. Quinte Conservation stated in their November 28, 2018 comments that the owners will need to apply for a permit prior to any development (construction/filling/excavation/site grading) within 30 metres of the 1:100 year flood plain of Thirty Island Lake and within 30 metres of the high water tributary, and within 30 metres of any wetland boundary (whichever is greater). No additional comments were received in review of the rezoning application.

There were no comments from Council or the public.

d) Resolution

Resolution No. 2019-09-04
Moved by Deputy Mayor Sleeth
Seconded by Councillor Morey
That an opportunity having been provided, the public meeting be closed.

Carried

8. Approval of Minutes

a) March 5, 2019 Council Meeting

Resolution No. 2019-09-05
Moved by Councillor Morey
Seconded by Deputy Mayor Sleeth
That the minutes of the March 5, 2019 Council meeting be approved.

Carried

b) March 12, 2019 Committee of the Whole Meeting

Resolution No. 2019-09-06
Moved by Councillor Morey
Seconded by Deputy Mayor Sleeth
That the minutes of the March 12, 2019 Committee of the Whole meeting be approved.

Carried

9. Business Arising from the Minutes

a) 2018 Annual Report on Drinking Water Quality - Sydenham Water Treatment Plant

Resolution No. 2019-09-07
Moved by Councillor Revill
Seconded by Deputy Mayor Sleeth
That Council receives the 2018 Annual Compliance Report for the Sydenham Water Treatment Plant, as required by the terms and conditions outlined in Schedule 22 of the Ontario Regulation 170/03.

Carried

b) Sydenham Water Plant

Resolution No. 2019-09-08
Moved by Councillor Revill
Seconded by Deputy Mayor Sleeth
THAT Council accept the report tabled on the Sydenham Water Plant dated March 19, 2019 and that this matter receive no further action by Council.

Carried

c) Support for Township of South Stormont resolution regarding OMPF Funding

Resolution No. 2019-09-09
Moved by Deputy Mayor Sleeth
Seconded by Councillor Revill
That Council supports the request to endorse the resolution passed by the Township of South Stormont at their February 20, 2019 Council meeting

regarding the Provincial Government review of OMPF Funding that provides annual funding allotments to municipal governments to help offset operating and capital costs and advise the Premier, Ministers of Finance, Municipal Affairs and Housing and our local MPP of our concerns.

Carried

d) Notice of Motion - Recreation Committee Re-Appointments

See By-law 2019-16

e) Notice of Motion - Contract Language

This will be referred to Public Services Committee for review and consideration.

Resolution No. 2019-09-10
Moved by Councillor Revill
Seconded by Deputy Mayor Sleeth
Whereas strong contracts with clear timelines, penalties, and conditions are the foundation of good business relations,
Therefore, be it resolved that Public Service staff evaluate the content, conditions, and language of major infrastructure projects and make recommendations and reports that will serve to improve predictability of cost and conditions for the Township.

Carried

10. Reports Requiring Action

a) Trailer By-law Extension

See By-law 2019-18 also.

Resolution No. 2019-09-11
Moved by Deputy Mayor Sleeth
Seconded by Councillor Revill
That Council amend Bylaw 2004-93, as amended, to increase the trailer license fee from $30 per month to $35 per month effective January 1, 2020;
That Council further extend the compliance date for prohibition of the use of licensed trailers on private residential property to December 31, 2023;
That over the period of the extension, Bylaw services inspect each property to ensure that the trailer currently on site matches the one licensed at the time the bylaw was established;
That Bylaw services continue to enforce the removal of unlicensed trailers, should complaints be filed about new trailers or if they are discovered during Bylaw Service’s inspection;
And that this information be communicated to all current trailer license holders.

Carried

b) Community Grant Program

The deadline for applications is extended to April 15, 2019.

Resolution No. 2019-09-12
Moved by Councillor Sutherland
Seconded by Councillor Roberts
That Council endorse the Community Grants Policy dated March 19, 2019.

Carried

c) MFIPPA Coordinator

See By-law 2019-17.

11. Committee Meeting Minutes

a) Harrowsmith Beautification Committee meeting held February 13, 2019

b) Corporate Services Committee meeting held February 12, 2019

Resolution No. 2019-09-13
Moved by Councillor Leonard
Seconded by Councillor Sutherland
That Council receives for information the minutes of the following committee meetings:

- Harrowsmith Beautification Committee meeting held February 13, 2019
- Corporate Services  Committee meeting held February 12, 2019

Carried

12. By-laws

a) By-law 2019-15 - Tax Levy

Resolution No. 2019-09-14
Moved by Councillor Sutherland
Seconded by Councillor Roberts
That the following by-laws be given first and second reading:

- By-law 2019-15
- By-law 2019-16
- By-law 2019-17
- By-law 2019-18

Carried

Resolution No. 2019-09-15
Moved by Councillor Sutherland
Seconded by Councillor Leonard
That By-law 2019-15, being a by-law to levy taxes in the Township of South Frontenac for the year 2019, be given third reading, signed and sealed.

Carried

b) By-law 2019-16 - Recreation Committee - Temporary Appointments

Resolution No. 2019-09-16
Moved by Councillor Roberts
Seconded by Councillor Sutherland
That  By-law 2019-16, being a by-law to appoint Council members and and members of the public to District Recreation Committees and South Frontenac Recreation Committee, be given third reading, signed and sealed.

Carried

c) By-law 2019-17 - Appoint a MFIPPA Coordinator

Resolution No. 2019-09-17
Moved by Councillor Sutherland
Seconded by Councillor Leonard
That By-law 2019-17, being a by-law to delegate authority for the purposes of the Municipal Freedom of Information and Protection of Privacy Act, be given third reading, signed and sealed.

Carried

d) By-law 2019-18 - Trailer License Fee

Resolution No. 2019-09-18
Moved by Councillor Roberts
Seconded by Councillor Leonard
That By-law 2019-18, being a by-law to amend By-law 2004-93, Section 5(1), license fees for trailers, be given third reading, signed and sealed.

Carried

13. Reports for Information

a) Accounts Payable and Payroll Listing

b) Tender PW-2019-04 Half Ton Extended Cab 4 X 4 Truck

c) Tender PW-2019-11 Multi-Year Pavement Marking

d) Annual Repayment Limit- Long Term Debt Financial Obligations

e) OMPF Funding

14. Information Items

a) Chief Administrative Officer - Job Posting and Description

b) Monte McNaughton, Minister of Infrastructure, re: ICIP Funding

15. Notice of Motions

a) Councillor Roberts served a notice of motion that Council appoint two members to the Southern Frontenac Community Services Board.

16. Announcements/Statements by Councillors

a) Deputy Mayor Sleeth thanked Public Services staff for the extra work they took on to address flooding in various areas due to weather changes last Friday and into the weekend.

Mayor Vandewal thanked staff as well and noted that they deal with difficult situations and frustrated residents.

Councillor Leonard noted the great work done by Public Services and the quick response to flooding concerns throughout the township.

17. Question of Clarity (from the public on outcome of agenda items)

a) Craig Bakay asked for clarification on the "notice of motion" filed by Councillor Roberts for representation on the SFCS Board.

Mayor Vandewal noted that the SFCS has asked the Township for assistance in identifying needs and getting the message out about their services and the notice of motion was in response to this.

18. Closed Session

a) As per Section 239.2 of the Municipal Act
(2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is,
(c)a proposed or pending acquisition or disposition of land by the municipality or local board;
and to approve minutes of previous closed sessions.

Resolution No. 2019-09-19
Moved by Councillor Sutherland
Seconded by Councillor Roberts
That Council move into Closed Session as permitted by Section 239.2 (c) of the Municipal Act, to discuss a proposed or pending acquisition or disposition of land by the municipality for the purposes of road widening and to approve minutes of previous closed session meetings.

Carried

b) Minutes of December 11, 2018 Closed Session - Committee of the Whole
Minutes of January 15, 2019 Closed Session - Committee of the Whole
Minutes of February 19, 2019 Closed Session - Council

c) Property Acquisition - Road Widening

d) Resolution

Resolution No. 2019-09-21
Moved by Councillor Leonard
Seconded by Councillor Roberts
That Council move out of closed session.

Carried

19. Confirmatory By-law

a) By-law 2019-19

Resolution No. 2019-09-22
Moved by Councillor Roberts
Seconded by Councillor Leonard
That By-law 2019-19, being a by-law to confirm generally previous actions of the Council of the Township of South Frontenac be given first and second reading this 19 day of March, 2019.

Carried

Resolution No. 2019-09-23
Moved by Councillor Leonard
Seconded by Councillor Roberts
That By-law 2019-19, being a by-law to confirm generally previous actions of the Council of the Township of South Frontenac, be given third reading, signed and sealed this 19 day of March, 2019.

Carried

20. Adjournment

a) Resolution

Resolution No. 2019-09-24
Moved by Councillor Roberts
Seconded by Councillor Leonard
That the Council meeting of March 19, 2019 be adjourned at 7:55 p.m.

Carried

Ron Vandewal, Mayor

Angela Maddocks, Clerk

# REPORT TO COUNCIL

# CLERK'S DEPARTMENT

**AGENDA DATE:** April 2, 2019

**SUBJECT:** Notice of Motion – Development Review

**RECOMMENDATION:**

That Council support the recommendation from the Development Services Committee to express concerns that the current approval and regulatory process for development does not adequately protect our lakes and wetlands and does not take full account of the concerns of local communities;

And further that the Ministry be asked to ensure that our lakes and wetlands are protected and local communities are given full input in the development process;

And that Council express concerns with respect to the closing of Local Planning Appeal Support Centre by June 30, 2019 and the decision to no longer accept new request for professional services to the public and strongly urge and support the continuation of LPASC;

And further be it resolved that this motion be circulated to the Minister of Municipal Affairs, the Premier of Ontario and the leader of the Opposition.

**BACKGROUND:**

At the Council Meeting of January 8, 2019, Councillor Sutherland served a notice of motion regarding the province undertaking a fundamental review of all aspects of the development review process. Council referred this matter to the Development Services Committee. At their meeting held on February 25, 2019 the Committee recommended the support of the motion with additional concerns regarding the closing of LPAS Centres as outlined above.

**FINANCIAL/STAFFING IMPLICATIONS:**

Not at this time.

**ATTACHMENTS:**

n/a

**Submitted/approved by:**

Angela Maddocks, Clerk

# REPORT TO COUNCIL

# CLERK'S DEPARTMENT

**AGENDA DATE:** April 2, 2019

**SUBJECT:** Notice of Motion – SFCSC Board – Appoint Members

**RECOMMENDATION:**

That Council appoint two Council Member(s) to the Southern Frontenac Community Services Corporation Board for the 2018 to 2022 term of Council and the Council members appointed are:

_____ _____

**BACKGROUND:**

Council's Procedural By-law 2017-76 establishes the process for Notice of Motion.

After meeting with Board Members from the Southern Frontenac Community Services Corporation on March 19, 2019 to review and discuss the services they provide, Councillor Roberts served a notice of motion to appoint two members of Council to the Southern Frontenac Community Services Corporation Board.

A notice of motion requires a seconder at the next regular Council meeting. If seconded, the motion is debated and voted on.

**FINANCIAL/STAFFING IMPLICATIONS:**

Not at this time.

**ATTACHMENTS:**

n/a

**Submitted/approved by:**

Angela Maddocks, Clerk

# Report to Council

## OFFICE OF C.A.O.

**AGENDA DATE:** April 2, 2019

**SUBJECT:** Strategic Planning Process

**RECOMMENDATION:**

That Council adopts the Strategic Planning Timeline as outlined in the Coordination of Public Input attachment, and direct the CAO to coordinate, schedule and promote the various stages in the plan.

**BACKGROUND:**

Council passed the following resolution on Feb 19, 2019:

> Whereas, the intent of a Strategic Plan is to:
>
> - Set direction and priorities;
> - Align resources with priorities;
> - Simplify decision making; and
> - Communicate the message effectively.
>
> Therefore be it resolved that Council direct staff to develop a timeline for Council's Strategic Planning Process, which includes:
>
> - community consultation; and
> - adoption before and consideration in the 2020 budget discussions
>
> And Further that once the process and the resulting Strategic Plan is adopted, that staff:
>
> - develop operational plans for the implementation of the plan;
> - link the adopted operational initiatives to the 2021 and subsequent Budget submissions; and
> - report on the progress of implementing the plan on a quarterly basis, commencing in 2021.

At the time of the motion, Council questioned the benefit of engaging an external consultant to assist in the process and Staff pointed out that the new CAO should be actively involved in the development of the Strategic plan if they are to oversee its implementation.

With the linkages between the Strategic Plan and the budget staff felt it helpful to illustrate the timing of: the proposed Strategic Planning Process, the budget cycle and consultations that staff anticipate for a number of major projects (see attached).

Council will note that Proposed Strategic Plan Timeline is anchored around the production of the June Newsletter that is mailed to all residents with their tax bill. This method of communication ensures that every household is aware of the opportunity to provide input into the strategic planning process.

While an on line tool is proposed for gathering input from a broad group, this is supplemented by four district open houses in August. These meetings will serve two purposes: one to introduce the new CAO to the community and the second is to meet face to face with constituents. These meetings are hosted by the Mayor and two Councilors from each district and are held locally.

Report to Council

OFFICE OF C.A.O.

All the information from the on line tool and the four district open houses will be compiled and will serve as the basis for Council and the Management team to craft the strategic plan document. This meeting may be facilitated by the new CAO or Council could choose to have a consultant involved so that the new CAO can more actively participate in the discussions. Following this process a draft would be prepared and public delegations could be scheduled before Council, prior to adoption on October 15.

Following adoption of the plan a communication strategy would be put in place to inform the public of the key elements and staff would begin implementing and monitoring progress as per the original motion.

As per the attached timeline the budget developed by staff and tabled on November 5 would reflect the outcomes of the asset management plan, the long range financial plan discussions, the direction set by Council on September 3 and the insight gained by participating in the development of the draft strategic plan. On Saturday November 16, Council would have the benefit of being able to consider the budget in light of its newly formed strategic priorities.

As highlighted in the work plan for major projects there are a number of open houses that are designed to be shared. The target audience for each session has been structured to keep discussion focused among differing participants and to simplify the gathering of input. These session are not as broad as the Strategic Planning process, but will formulate input into key directional documents that will contribute to the Township's vision.

**FINANCIAL / STAFFING IMPLICATIONS**

To be determined.

**ATTACHMENTS**

Coordination of Public Input

**Submitted/approved by:**

Wayne Orr, CAO

**Prepared by:**

Wayne Orr, CAO

# Coordination of Public Input

| Other Day | TUESDAY | NO Meeting | Proposed Budget Cycle | Proposed Strategic Planning Timeline | Work Plan for major projects (key dates only) |
|---|---|---|---|---|---|
| | **Apr-02** | | | Proposed Strat Plan schedule | |
| | **Apr-09** | | | Open discussion and direction on Strat Plan objectives | RFP for Growth Plan |
| | **Apr-16** | | Asset Management Plan | Need for a Consultant? | |
| | Apr-23 | **X** | | | |
| | Apr-30 | **X** | | | |
| | **May-07** | | | Confirm broad input areas | Award Growth Plan Contract |
| | **May-14** | | | LAST DAY for council to confirm schedule | |
| | **May-21** | | | | Development Charges Study Background Study released |
| | May-28 | **X** | | | |
| | **Jun-04** | | | On Line Tool is launched | |
| | **Jun-11** | | Long Range Financial Plan discussions | Tax Bill Communication - FIXED DATE | |
| | **Jun-18** | | | | |
| | Jun-25 | **X** | | | |
| | **Jul-02** | | | | Public Meeting on Development Charges Study |
| | Jul-09 | **X** | | | |
| | Jul-16 | **X** | | | |
| | Jul-23 | **X** | | | |
| | Jul-30 | **X** | | | |
| Aug-01 | | | | District OPEN HOUSE - introduce new CAO | SHARED OPEN HOUSE (Lake / environmental Focus) for Official Plan, Growth Management Plan and Asset Management Service Levels |
| | **Aug-06** | | | | |
| Aug-08 | | | | District OPEN HOUSE - introduce new CAO | |
| | Aug-13 | **X** | | District OPEN HOUSE - introduce new CAO | |
| | Aug-20 | **X** | | District OPEN HOUSE - introduce new CAO | |
| | Aug-27 | **X** | | | |

| Other Day | TUESDAY | NO Meeting | Proposed Budget Cycle | Proposed Strategic Planning Timeline | Work Plan for major projects (key dates only) |
|---|---|---|---|---|---|
| | **Sep-03** | | Budget direction | | SHARED OPEN HOUSE (Hamlet Focus) for Official Plan, Growth Management Plan, Asset Management Service Levels and Water System |
| Sep-05 | | | | Council and Mgmt. meeting - DAY TIME | |
| | **Sep-10** | | | | |
| | **Sep-17** | | | Table DRAFT Strategic Plan | |
| | Sep-24 | **X** | | | |
| | **Oct-01** | | Non Public Works capital | Public Delegations on Draft | SHARED OPEN HOUSE (Rural Focus) for Official Plan, Growth Management Plan and Asset Management Service Levels |
| | **Oct-08** | | Public Works capital | | |
| | **Oct-15** | | | ADOPT Strategic Plan and Communicate | |
| | Oct-22 | **X** | | | |
| | Oct-29 | **X** | | | |
| | **Nov-05** | | Table DRAFT BUDGET | | |
| | **Nov-12** | | Budget delegations | | Table DRAFT - OP Vision and Goals based on Public input |
| Nov-16 | | | SATURDAY Budget Session | | |
| | **Nov-19** | | | | |
| | Nov-26 | **X** | | | |
| | **Dec-03** | | Budget revisions tabled | | |
| | **Dec-10** | | Budget debate | | RFP for OP Consultant |
| | **Dec-17** | | Adopt budget | | |
| | Dec-24 | **X** | | | |
| | Dec-31 | **X** | | | |

# REPORT TO COUNCIL

# DEVELOPMENT SERVICES DEPARTMENT

**AGENDA DATE:** April 2, 2019

**REPORT DATE:** March 26, 2019

**SUBJECT:** Agreements for Temporary Dwellings & Trailers for Temporary Living Accommodation

## RECOMMENDATION:

THAT Council approve the use of the attached template agreements when the Building Department is issuing permits for two temporary dwellings on one lot and for trailers for temporary living accommodation during construction.

## BACKGROUND:

At the March 25, 2019 meeting of the Development Services Committee, the Committee recommended Council approve the use of the attached template agreements when the Building Department is issuing permits for two temporary dwellings on one lot and for trailers for temporary living accommodation during construction.

Temporary Two Dwelling Agreement

There has been several circumstances where Building has been requested and have issued conditional permits to permit residents to construct a new dwelling and continue to live in the existing home on the property during construction. This situation is contemplated in the Building By-law for the Township, By-law 2014-26.

This is a situation that is contemplated in the Building By-law. In Schedule “C”, Part 3 of the Building By-law, there is a table of fees (Table 3 – Conditional Permits and Agreements) that includes that a condition building permit can be obtained from the Township where a temporary two dwelling agreement is in place. The fee for this agreement is $227.00, plus a refundable $10,000 deposit. See attachment 1 for a copy of this section of the building by-law.

While the Building By-law speaks to an agreement, it has not been the recent practice to have property owners enter into an agreement or to collect the deposit.

If property owners have to enter into an agreement and pay the deposit – the Township would be in a better position to enforce the requirement to demolish the original dwelling following occupancy.

Attachment #2 is a Temporary Two Dwelling Agreement Template that has been prepared by the Township solicitor. Consistent with the Building By-law, Development services staff intend to use this agreement and collect the $10,000 deposit on a go forward basis when Building is requested to issue a permit for a new dwelling, while continuing to occupy the original dwelling during construction.

Dwelling Trailers Under a Temporary Living Agreement

The South Frontenac Zoning By-law, section 5.16 Temporary Uses permits:

> “A mobile home or travel trailer may be permitted as temporary living accommodations provided a building permit has been obtained for

> the permanent dwelling, a sewage disposal permit has been obtained from the appropriate authority and a permit from the Township is issued in accordance with the municipality's temporary living accommodations policy."

The temporary living accommodations policy referred to in the Zoning By-law is the Township's Trailer By-law 2004-93. The Trailer By-law provides an exemption in section 4.2 that:

> "Where a building permit for a single family dwelling unit has been issued by the Township's Chief Building Official, and where the Zoning By-law permits such, the permit holder may enter into an agreement for the placement of a trailer on the property where the unit is being constructed or reconstructed solely for the purpose of the construction and only if any applicable fees are paid and the trailer is promptly removed prior to the expiration of the said building permit."

While the Township does not have many requests to place a trailer on a property during construction, the Zoning By-law, the fact that this situation is permitted in our by-laws warrants the Township to have a template agreement that can be used in these situations. The Building By-law includes a fee for this agreement is $227.00, plus a refundable $3,000 deposit. See attachment 1 for a copy of this section of the building by-law.

A template agreement has been prepared by the Township's solicitor.

Authorization to Enter into Agreements

Agreements for temporary uses would be brought to Council to authorize the Mayor and Clerk to enter into these agreements.

**FINANCIAL/STAFFING IMPLICATIONS:**

None. Staff time is compensated by the fee that is required to be paid under the Building By-law to prepare the agreement.

**ATTACHMENTS:**

Attachment 1 - Excerpt from By-law 2014-26 – the Building By-law
Attachment 2 - Temporary Two Dwelling Agreement Template
Attachment 3 – Dwelling Trailers under Temporary Living Agreement Template

**Prepared by:**
Claire Dodds, Director of Development Services

**Submitted/approved by:**
Wayne Orr, CAO/Deputy-Clerk

**SCHEDULE "C" OF BY-LAW 2014-26**
**(The Building By-law)**

# PERMIT FEES AND ADMINISTRATIVE CHARGES
# Consolidated Office Version

**2019 Fees effective as of February 1, 2019 to January 31, 2020.**

## PART 2 - FEE CALCULATIONS GUIDE

### 2.1 Minimum Permit Fee Calculation

The minimum fee for any permit application for work proposed shall be sixty eight dollars ($68.00).

### 2.2 Total Permit Fee Calculations

The summation of all applicable fees found Tables 1 to 3 shall result in the total Permit Fee.

## PART 3 – 2019 FEE TABLES

### Table 1- Permits

| Permit type | Project Type | Base Fee |
|---|---|---|
| **Building** | New Buildings, Structures and Designated Structures as defined by the Building Code not listed below | $16.00 per thousand dollars of project value |
| | All Additions and Renovations/Alterations to buildings or structures | $16.00 per thousand dollars of project value |
| **Change of Use** | Where compensating construction is required | $16.00 per thousand dollars of project value |
| | Pursuant to s. 10 of the Building Code Act where no construction is proposed or required | $68.00 flat fee |
| **Demolition** | Complete building or structure demolition | $102.00 per structure |
| | Partial demolition of structure or building | $68.00 per structure |
| **Occupancy** | Applicable to only projects that require occupancy pursuant to the building code | $29.00 per unit |
| **Partial Permit** | Requested by applicant. Where permit is issued to allow partial construction of a building | $68.00 per request, plus applicable fees noted in Table 1 |
| **Plumbing** | Plumbing fixtures | $10.00 per fixture trap (minimum $68.00) plus, $34.00 per cross connections to non-potable water systems As regulated by the building code, including but not limited to, hydronic heating, sprinkler, and irrigation systems |
| | Connection to municipal water system | See By-law 2009-08, as amended, for related charges |
| **Sign** | All new or replacement signs that require a building permit, as prescribed in the building code | $16.00 per thousand dollars of project value |
| **Solar photovoltaic system** | As regulated by the building code | $102.00 per permit |
| **Swimming pools** (public) | As regulated by the building code | $16.00 per thousand dollars of project value |
| **Swimming pools** (private) | For pool fencing regulated under the Municipal Act. | See By-law 2014-33, as amended, for related charges |
| **Tents** | As regulated by the building code | $102.00 per permit |
| **Wood Stove or Fireplace or new chimney** | As regulated by the building code | $68.00 per unit |

## Table 2 – Clerical & Administrative Fees

| Function | Detail | Fee |
|---|---|---|
| **Clerical** | Additional Inspections | $90.00 per repeat re-inspections of same stage of construction, at the Chief Building Officials discretion |
| | Building Compliance Title Search | $90.00 each |
| | Compliance Letters to other Government Authorities | $90.00 per letter |
| | Consent & Zoning By-law Amendment Application Review and comments | $90.00 per report issued |
| | Renewal of building permit | $68.00 per deferral of revocation of permit that may be revoked in accordance to the building code |
| | Review of revised permit documents | $68.00 per hour |
| | Special Requests for File Research | $68.00 per hour |
| | Transfer of Permit to new property owner | $68.00 per permit |
| | 911 Roadside identification sign | Civic # blade/post = $50.00 each |
| **Investigations**<br><br>To offset additional investigative and administrative costs. | Construct or Demolish without Permit Issued | Double normal permit fee , $17,039.00 maximum<br>Prior to the issuance of an Order pursuant to the Building Code Act |
| | Non Compliance Re-Inspection | $114.00 per inspection<br>Where an Order not complied with, additional site inspections to review status of non-compliance |
| | Order registered on title | $569.00 per Order |
| | Issuance of Summons | $569.00 a Summons plus legal expense |
| | Subdivision Lot Grading Non-compliance | $90.00 per site inspections or meetings to determine or observe corrective measures where grading not installed as per approved subdivision plan |
| **Third Party Review or Consultation** | Where determined by the Chief Building Official that peer review and/or consultation by a third party consultant is required. | The applicant or permit holder shall reimburse the municipality all fees and expenses of the consultant, in addition to the fees noted in this schedule. |

## Table 3 – Conditional Permits & Agreements

| Permit type | Agreement Type | Fee |
|---|---|---|
| **Conditional Building Permits**<br><br>Note:<br>Where determined by the Chief Building Official that peer review and/or consultation by a third party consultant is required to process any application. The applicant shall reimburse the municipality all fees and expenses of the consultant, in addition to the fees noted in this table. | Simple agreement, not listed below | $227.00, plus applicable fees noted in Table 1, and refundable deposits stipulated in the agreement |
| | Other agreements, Including but not limited to, remediation of buildings or structures previously used as illicit marijuana grow-op or clandestine labs | $2272.00, plus applicable fees noted in Table 1 and refundable deposits stipulated in the agreement |
| | Retrofit Order from Fire Dept. | Applicable fees noted in Table 1 |
| | Request to use Alternative Solution | $2272.00, plus applicable fees noted in Table 1 |
| | Request for Chief Building Official to accept Alternative Material | $2272.00, plus applicable fees noted in Table 1 |
| | Temporary Two Dwelling Agreement | $227.00 fee, plus a refundable $10,000.00 deposit |
| **Dwelling Trailers under a temporary living agreement** | | $227.00 fee per unit, plus a refundable $3000.00 deposit per unit |

## PART 4 – REFUND OF PERMIT FEES:

### 4.1 General Provisions

(1) Refunds of fees collected under the authority of Tables 1 to 3, shall be provided in accordance with other provisions of this Part, where the;

- Building Permits have been issued, but no construction has commenced,
- Building Permits have not been revoked,
- Building Permit Applications have not expired,

### 4.2 Refund Provisions for Permit Fees found in Tables 1 to 3 of this Schedule

(1) Requests for refunds must be submitted to the Chief Building Official in writing who will determine the amount of Permit Fees, if any, that may be refunded.

(2) Except as provided in sentence (3), the amount of fees refundable shall be calculated based on the total of all building permit fees collected under the authority of Tables 1 to 3 of this Schedule, as follows:

- 75 percent refundable if applicant cancels application prior to release of permit for issuance;
- 50 percent refundable if Chief Building Official has released the permit for issuance;

(3) Notwithstanding sentence (2), no refund shall be made of an amount less than $32.00.

THIS AGREEMENT made this _____ day of _____, 2019.

BETWEEN:

_____

hereinafter called the "Owner"

OF THE FIRST PART

THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC

hereinafter called the "Municipality"

OF THE SECOND PART

WHEREAS the Owner is the registered owner of those lands and premises being _____, as more particularly described as _____ (the "Owner's Lands");

AND WHEREAS the Owner intends to commence construction of a residential dwelling on the Owner's Lands;

AND WHEREAS the Owner has applied for a building permit to construct a new single detached dwelling house on the Owner's Lands, which permit shall only be issued after this Agreement is executed and all securities provided;

AND WHEREAS Zoning By-law No. 2003-75 (the "Zoning By-law") does not permit more than one dwelling on a lot;

AND WHEREAS the Owner's Lands contains a dwelling as of the date of this Agreement (the "existing dwelling").

AND WHEREAS the Owner has requested permission to reside in the existing dwelling until such time as the new single detached dwelling house has been constructed and is available for its occupancy, and to immediately thereafter cease occupation of the existing dwelling and to demolish the existing dwelling;

AND WHEREAS the Municipality is willing to grant its permission on the condition that the Owner enters into this agreement on the terms set out herein;

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

1. The Owner shall be permitted to occupy the existing dwelling until the earlier of:

   (a) On or before _____; or

   (b) the date that is thirty (30) days following the date on which an occupancy permit for the new single detached dwelling house is issued by the Municipality.

2. Upon the occurrence of the first of the dates referred to in Clause 1 above, the

Owner shall immediately cease all use of and forthwith thereafter cease occupation of the existing dwelling. Within 30 days of the first of the dates referred to in Clause 1 above, the Owner shall cause the existing dwelling to be demolished in accordance with a demolition permit issued by the Municipality and shall dispose of the debris legally according to the waste disposal and recycling by-laws of the Municipality and all other applicable laws.

3. The Owner further agrees that it shall not permit any person to occupy the existing dwelling as a tenant at any time during the term of this Agreement. In the event that the Owner breaches this provision and allows a tenant to occupy the existing dwelling, the Owner acknowledges and agrees that it is the Owner's sole responsibility to comply with the *Residential Tenancies Act*, which includes at a minimum arranging for alternative accommodation for the tenant at the Owner's sole cost. At no time shall the occupancy of the existing dwelling by a tenant constitute a bar at law to the Municipality exercising its rights under this Agreement.

4. For greater certainty, the permission granted in this Agreement shall not and is not intended to establish any non-conforming rights to continue any residential use of the existing dwelling, nor to allow the existing dwelling to be used for any other use, whether or not such use might be permitted under the Zoning By-law.

5. As security for the Owner's obligation to cease occupation of the existing dwelling in accordance with this Agreement and thereafter demolish the existing dwelling, the Owner shall, upon entering into this Agreement, deposit with the Municipality the sum of ten thousand dollars ($10,000) in cash or by certified cheque (the "Security Deposit").

6. After the Owner has ceased occupation of the existing dwelling and demolished said dwelling to the satisfaction of the Municipality, the Municipality shall forthwith return the Security Deposit, or the balance thereof remaining, to the Owner without interest and this Agreement shall be at an end and of no further force or effect.

7. As long as the Owner is not in default of its obligations under this Agreement, the Municipality shall take no action or initiate any proceedings against the Owner to enforce the requirements of the Zoning By-law.

8. In the event of default by the Owner of any of its obligations under this Agreement, and if such default is not remedied to the complete satisfaction of the Municipality within ten (10) days of written notice of such default, the Municipality shall be entitled to take such action and initiate such proceedings against the Owner as the Municipality deems necessary to ensure full compliance with the requirements of the Zoning By-law.

9. In addition to and without limiting any rights or remedies available at law to the Municipality to enforce the requirements of the Zoning By-law, the Owner further acknowledges and agrees that in the event of its default under this Agreement,

and if such default is not remedied to the complete satisfaction of the municipality within ten (10) days of written notice of such default, the Municipality and its authorized agents and contractors shall have the right to enter onto the Owner's Lands and demolish the existing dwelling at the Owner's full cost and expense. In the event that the Municipality exercises its rights under this Agreement to demolish the existing dwelling, the Municipality may draw on the Security Deposit to recover any costs expended, but the Municipality's damages shall not be limited to the Security Deposit held by it. The Owner agrees that it shall reimburse the Municipality for all costs incurred by the Municipality to enforce the terms of this Agreement, howsoever caused, and any such additional costs may be placed on the Tax Roll of the Owner's Lands and collected in the same manner as municipal taxes, or recovered in any manner available to the Municipality at law.

10. Without limiting the generality of any of the foregoing paragraphs, the Owner acknowledges and agrees that in the event it is in default of any provision of this Agreement the Municipality shall be entitled to plead this Agreement as an estoppel to any claim of the Owner that it has any legal entitlement to continue to occupy or otherwise use the existing dwelling. The Owner further acknowledges that damages are an inadequate remedy for a breach of this Agreement by the Owner and in that case the Municipality shall be entitled to injunctive relief, the Owner acknowledging and agreeing that the continued occupancy or use of the existing dwelling constitutes irreparable harm to the Municipality and its ability to enforce its Zoning By-law.

11. The Owner shall pay on a full indemnity basis all legal and other costs incurred by the Municipality in connection with the preparation, execution or enforcement of this Agreement.

12. Time shall be of the essence hereof in all respects; and the right of the Municipality to require strict performance by the Owners of any and all obligations imposed on them hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing.

13. If any provision of this Agreement shall be found or declared by a Court of competent jurisdiction to be invalid, unenforceable or ultra vires the Municipality, then such provision shall conclusively be deemed to be severable and the remainder of this Agreement, mutatis mutandis, shall be and remain in full force and effect.

14. Any amount owing by the Owner to the Municipality under the terms of this agreement shall be a debt and shall accrue interest at the rate of 1.25% per month (15% per annum) from the date on which the Municipality incurred costs and expenses to the date on which the amount owing is paid in full.

15. The Municipality shall have the right in addition to any other remedies available to it and without further notice to the Owner to use the Security Deposit to recover all costs and expenses incurred by and all amounts owing to the

Municipality in accordance with this Agreement.

16. In this Agreement, unless the contrary intention appears, words importing only singular number or masculine gender shall include persons, parties or things of the same kind than one and the feminine and neuter gender; and if there be more than one Owner, including any subsequent owners of the Land, the covenants of such Owner shall be joint and several.

17. This Agreement shall be governed according to the laws of Ontario.

18. This Agreement shall enure to the benefit of and be binding upon the personal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals as of the day and year first written above.

SIGNED, SEALED AND DELIVERED
in the presence of:

THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC
Per:

_____
Ron Vandewal, Mayor

_____
Angela Maddocks, Clerk

We have the authority to bind the Corporation.

OWNER
Per:

_____
Name:

**TOWNSHIP OF SOUTH FRONTENAC**
Building Department
PO Box 100, 4432 George Street
Sydenham, ON, K0H 2T0
Telephone: (613) 376-3027 or 1-800-559-5862 Fax: (613) 376-6657

# TEMPORARY LIVING ACCOMODATIONS AGREEMENT WITH THE TOWNSHIP OF SOUTH FRONTENAC

By-Law No. 2004-93 Section 4.2 provides for an exemption from the prohibition against placing trailers on properties and residing in said trailers.

The Township agrees to permit the Property Owner identified below to place a trailer on the Property identified in this agreement for a period of time not to exceed the maximum period listed below, provided that the Property Owner complies with the terms of this agreement.

In exchange for permission to place and occupy a trailer on the Property, the Property Owner agrees that the trailer shall only be occupied by the Property Owner and their immediate family members and only for the period of time while a dwelling unit is being constructed on the Property (as further specified below).

The Property Owner further agrees to pay the fee specified below and to deposit with the Township the Deposit Fee. The Property Owner agrees that the Township may remove the trailer from the Property in circumstances where the trailer remains on the Property beyond the time agreed to by the parties for its removal. Where the trailer remains on the Property after the expiry of the deadline established for its removal in this agreement, the Property Owner hereby irrevocably gives to the Township and its agents' license to enter on the Property and to remove the trailer and any contents within the trailer. If the Property Owner does not take possession of the trailer (and pay any fees associated with the removal and storage of the trailer) within 30 days of removal, the Township has full and unfettered discretion to dispose of the trailer and its contents. Any costs incurred by the Township to remove, store or dispose of the trailer and its contents shall be reimbursed by the Property Owner and the property Owner authorizes the Township to draw down on its Deposit Fee for any such reimbursement. In the event that the Deposit Fee is insufficient to reimburse the Township, the Property Owner agrees that it remains liable for any costs incurred.

Under no circumstances shall the Township or its agents be liable for any costs, damages, losses or claims associated with the removal and disposal of the trailer and its contents.

Property Owner:_____

Owners Address:_____

Roll #:_____

Telephone:_____ Cell:_____

**TOWNSHIP OF SOUTH FRONTENAC**
Building Department
PO Box 100, 4432 George Street
Sydenham, ON, K0H 2T0
Telephone: (613) 376-3027 or 1-800-559-5862 Fax: (613) 376-6657

Building Permit Number:_____

Address of property where trailer is located: _____

_____

A trailer is permitted to remain on the Property for a limited period of _____ months, commencing upon the date this agreement is executed.

The fee of $227.00 per unit has been paid: Yes_____ No_____

The deposit fee of $3000.00 per unit has been paid: Yes_____ No_____

_____ _____
Chief Building Official Property Owner

Date: _____ Date: _____

# REPORT TO COUNCIL

# DEVELOPMENT SERVICES DEPARTMENT

**AGENDA DATE:** April 2, 2019
**REPORT DATE:** March 26, 2019

**SUBJECT:** Compensation for Public Members of Committee of Adjustment

**RECOMMENDATION:**

**THAT** Council provide a per diem of $20 to the public members of the Committee, for attending site visits outside of their district at the request of the Director of Development Services.

**BACKGROUND:**

In January 2019, a member of Committee Adjustment inquired with Development Services staff about whether there has been any discussion about a raise in compensation for members of the South Frontenac Committee of Adjustment. A raise in the per diem paid to members had not been included in the draft 2019 staff budget presented to Council.

The CAO had raised the question of increasing compensation for Committee of Adjustment members with South Frontenac Council at the January 26, 2019 Committee of the Whole budget meeting.

Council referred compensation for Committee of Adjustment members back to the Committee of Adjustment to make a recommendation to Council.

Direction was provided to Development Services staff to bring the matter forward to the February 14, 2019 Committee of Adjustment Meeting for consideration.

Currently, public members of the Committee of Adjustment are compensated at $50.00 per meeting and are paid 0.55 cents per kilometer to attend site visits and meetings. In accordance with Council policy, members of Council who are appointed to the Committee of Adjustment receive the same compensation as public members ($50.00 per diem + 0.55 cents/km). Generally, both public and Council Committee members visit sites within their own District.

The Committee was advised that because Councillors are compensated in accordance with Council policy, the Committee of Adjustment could only consider compensation for public members at this time. Any change to Councillor compensation would require a change in Council's compensation policy.

Staff undertook a survey of compensation rates for the other three Committee of Adjustment within Frontenac County. The below information was shared in a report to the Committee of Adjustment from the Director of Development Services:

- Frontenac Islands and Central Frontenac have Committees of Adjustment solely made up by Council members. Council members are not compensated over and above the Councillors' normal renumeration. Central Frontenac will be reviewing Council renumeration later this year.
- North Frontenac only has public members on their Committee of Adjustment (3 members). North Frontenac Township pays the Committee Members $106.72 per meeting and $19.65 to complete a site inspection. They also get paid 0.55 cents per kilometer for mileage. They receive mileage to attend the meeting and for site inspections.

REPORT TO COUNCIL

DEVELOPMENT SERVICES DEPARTMENT

Mileage is paid out at 0.55 cents/km for both public members and Council members of the Committee of Adjustment. This mileage rate is also consistent for staff in South Frontenac. It is recommended that the mileage rate remain consistent for public members at the current 0.55 cents/km.

It is noted that the amount of the per diem is less in South Frontenac relative to the North Frontenac Committee of Adjustment. That said, due to the volume of applications, the South Frontenac Committee of Adjustment has 11 regularly scheduled meetings a year. The volume of applications in North Frontenac is approximately 1/3 of the volume of applications in South Frontenac. As such there are some months where North Frontenac Committee of Adjustment may not meet, unlike South Frontenac that has 11 regular monthly meetings scheduled a year.

At the February 14, 2019 meeting, there was discussion involving all members of the Committee about compensation. Much of the discussion centred on the time that members spend doing site visits. It was noted by members that the volume of applications considered by the Committee can mean that members are spending a significant amount of time completing site visits. All members conduct site visits in their own Districts but a number of members have/were interested in attending site visits outside of their District. Discussion occurred about whether that was required or if that was a voluntary decision to undertake addition site visits for information.

The discussion concluded with agreement from members that each member has the responsibility to undertake site visits in their own Districts, but that if there was a particularly complex or challenging file, at the request of the Director of Development Services, all members would be asked to visit the site. Committee members discussed that in this instance, it would be appropriate for further compensation to be provided to members.

At the February 14, 2019 meeting, the Committee of Adjustment passed the resolution 19:01:13:

THAT the South Frontenac Committee of Adjustment recommend Council provide a per diem of $20 to the public members of the Committee for site visits outside of their district at the request of the Director of Development Services.

**FINANCIAL/STAFFING IMPLICATIONS:**

- An increase in the per diem paid to public members of the Committee of Adjustment would result in a modest increase to the Development Services operating budget.

**ATTACHMENTS:**

None

**Submitted/approved by:** Wayne Orr, Chief Administrative Officer

**Prepared by:** Claire Dodds, Director of Development Services

# Report to Council

## Development Services - Planning

### Report – Zoning Bylaw Amendment

| | |
|---|---|
| **Report Date:** | March 26, 2019 |
| **Application No:** | Z-19/03 |
| **Owner:** | Robert Rice |
| **Location of Property:** | Part Lot 25, Concession 13, District of Loughborough, Township of South Frontenac, municipally known as 179 Burnt Point Lane |
| **Purpose of Application:** | Rezone the severed lands from Rural (RU) Zone to site specific Limited Service Residential Waterfront (RLSW-122) and rezone the retained lands from Rural (RU) Zone to Limited Service Residential Waterfront (RLSW) as a condition of a consent application S-59-18-L |
| **Date of Public Meeting:** | March 19, 2019 |

## Recommendation

It is recommended that the by-law rezoning Part Lot 25, Concession 13, District of Loughborough, Township of South Frontenac, municipally known as 179 Burnt Point Lane **be passed**.

## Proposal

An application has been submitted to amend the Township of South Frontenac Comprehensive Zoning Bylaw 2003-75 to rezone the subject property owned by Rob Rice for the severed lands from Rural (RU) Zone to site specific Limited Service Residential Waterfront (RLSW-122) and rezone the retained lands from Rural (RU) Zone to Limited Service Residential Waterfront (RLSW) as a condition of a consent application S-59-18-L in order to fulfill condition 9 of consent application S-59-18-L for the creation of one new waterfront lot that was processed by the Township in October 2018.

## Background

The subject property has received provisional consent approval for application S-59-18-L for the creation of one new residential limited services waterfront lot from an existing property at Part Lot 25, Concession 13, District of Loughborough, municipally known as 179 Burnt Point Lane. The severed lands will consist of approximately 22 acres with 91 metres of frontage along Burnt Point Lane from the existing 29 acre lot and 182 metres of frontage along Buck Lake. The retained lands consist of approximately 7 acres in area with approximately 274 metres of frontage along Buck Lake and Burnt Point Lane terminating at the subject property. The retained land will be irregularly shaped due to the configuration of the shoreline and the natural topography of the lot. A new entrance and driveway will be constructed from Burnt Point Lane to provide access for the severed lot.

The existing lot has frontage on Burnt Point Lane with waterfrontage along Buck Lake (South Basin) and is heavily vegetated with some cleared trails on the property. The South Basin of Buck Lake is an at-capacity lake trout lake; stricter development controls are in place for the creation of new lots within 300 metres of at-capacity lakes.

An Environmental Impact Assessment, prepared by Ontario Lake Assessments Environmental Consulting in August 2018, was submitted in support of the consent application. The EIA demonstrates the strict and protective conditions required by MOECC for the new lot on a “at capacity” lake that can be achieved through the rezoning of the severed property in order to ensure that there will be no impact to the water quality of Buck Lake nor to the habitat for lake trout as a result.

A location for the septic system has been identified that meets the Ministry of the Environment, Conservation and Parks (formerly Ministry of the Environment and Climate Change) policies for development on at-capacity lakes. The requirements of the EIA will be addressed in the Zoning By-law Amendment for the new lot. All development or site alterations on or adjacent to a sensitive lake trout lake is also subject to Site Plan Control.

A cottage is presently being constructed on the retained lands to replace the original cottage that was lost to fire; beyond the construction of the cottage no additional development is proposed for the retained lands. The retained lot is accessed by a private lane. The current zoning on the retained parcel is Rural which requires frontage on a public road. As the retained lands will continue to be accessed by a private lane, it is proposed as part of this rezoned application for the retained lands owned by Rob Rice will be rezoned from Rural (RU) Zone to Limited Service Waterfront Residential (RLSW) Zone to recognize this.

## Public Meeting

A public meeting was held under the *Planning Act* on March 19, 2019. No comments were provided by Council or members of the public.

## Summary

A comprehensive report reviewing this zoning by-law amendment against the policies of the Provincial Policy Statement, 2014, the County of Frontenac Official Plan and the South Frontenac Official Plan was provided to Council in advance of the March 19, 2019 public meeting.

As this rezoning is consistent and conforms to the Provincial Policy Statement, 2014, the County of Frontenac Official Plan and the South Frontenac Official Plan and Zoning By-law, it is recommended Council approve this application by **passing** the attached by-law.

**Submitted by:**
Trudy Gravel, CPT, AMCT, Planner, Township of South Frontenac

**Approved by:**
Claire Dodds, MCIP, RPP, Director of Development Services, Township of South Frontenac

**Date of Site Visit:** February 28, 2019

**Attachments:**

1. **Zoning By-law 2019-20**

# Report to Council

## Development Services - Planning

### Report – Zoning Bylaw Amendment

| | |
|---|---|
| **Report Date:** | March 26, 2019 |
| **Application No:** | Z-19/04 |
| **Owner:** | Joan McGowan |
| **Location of Property:** | Part Lot 6, Concession 3, District of Bedford, Township of South Frontenac, municipally known as 71 Second Heaven Lane. |
| **Purpose of Application:** | Rezone land from Rural (RU) Zone to the Special Limited Services Residential – Waterfront (RLSW-65) Zone as a condition of consent application S-97-18-B for a lot addition |
| **Date of Public Meeting:** | March 19, 2019 |

## Recommendation

It is recommended that the by-law rezoning Part Lot 6, Concession 3, District of Bedford, Township of South Frontenac, municipally known as 71 Second Heaven Lane **be passed**.

## Proposal

An application has been submitted to amend the Township of South Frontenac Comprehensive Zoning Bylaw 2003-75 to rezone the subject property owned by Joan McGowan for the severed lands from Rural (RU) Zone to site specific Limited Service Residential Waterfront (RLSW-65) Zone as a condition of a consent application S-97-18-B. The rezoning is required in order to fulfill condition 9 of the consent application for the benefitting lands to one consistent zone to recognize the enhanced setback provisions of 40 metres. The consent application was processed by the Township in December 2018.

## Background

The subject property has received provisional consent approval for application S-97-18-B for a lot addition from an existing property at Part Lot 6, Concession 3, District of Bedford, municipally known as Second Heaven Lane. The severed lands will consist of approximately 2.7 acres of land with approximately 102 metres of frontage along Thirty Island Lake and will be merged with lands addressed as 71 Second Heaven Lane. The retained, 26 acre lot has 360 metres of frontage along Second Heaven Lane and has the required 91 metres of frontage along Thirty Island Lake. No development is proposed for the retained lands, although there is sufficient area to develop the lot in the future.

The proposed benefitting lands will increase the size of the property at 71 Second Heaven Lane from 2.5 acres to 5.2 acres which will increase the size of the waterfront lot and will provide increased buffering for the enlarged parcel.

## Public Meeting

A public meeting was held under the *Planning Act* on March 19, 2019. No comments were provided from Council or members of the public.

## Summary

A comprehensive report reviewing this zoning by-law amendment against the policies of the Provincial Policy Statement, 2014, the County of Frontenac Official Plan and the South Frontenac Official Plan was provided to Council in advance of the March 19, 2019 public meeting.

As this rezoning is consistent and conforms to the Provincial Policy Statement, 2014, the County of Frontenac Official Plan and the South Frontenac Official Plan and Zoning By-law, it is recommended Council approve this application by **passing** the attached by-law.

**Submitted by:**
Trudy Gravel, CPT, AMCT, Planner, Township of South Frontenac

**Approved by:**
Claire Dodds, MCIP, RPP, Director of Development Services, Township of South Frontenac

**Attachments:**

1. **Zoning By-law 2019-21**

# REPORT TO COUNCIL

# DEVELOPMENT SERVICES DEPARTMENT

**AGENDA DATE:** April 2, 2019
**REPORT DATE:** March 26, 2019

**SUBJECT:** Subdivision Agreement for McFadden Road Plan of Subdivision (10T2017/001), Pittsburgh Building & Energy Systems Inc.

## RECOMMENDATION:

THAT Council pass By-law Number 2019-22 authorizing the Mayor and Clerk to enter into a subdivision agreement with Pittsburgh Building & Energy Systems Inc. (Sean Marshall) for the McFadden Road Plan of Subdivision 10T-2017-001.

## BACKGROUND:

McFadden Road plan of subdivision is located at 5550 McFadden Road, just south of the intersection of McFadden Road and Norway Road.

The development is a five lot residential plan of subdivision with all proposed lots fronting on McFadden Road. There is very little “works” that are required to support this development. The only “works” for this plan of subdivision include the installation of a street light at the intersection of McFadden Road and Norway Road, and the relocation of a hydro pole in front of Lot 5. The street light has been installed, the Bell phone line has been relocated off the hydro pole in front of Lot 5 and is in the que for removal by Hydro One (invoice has already been paid to complete this work).

The County issued draft plan approval of the plan of subdivision on February 21, 2018. A zoning by-law amendment (By-law 2017-78) was approved by South Frontenac Council in December 19, 2017.

The attached subdivision agreement has been prepared in accordance with the draft conditions recommended by Township Council and approved by County Council. The agreement was prepared by the Township’s solicitor and has been reviewed with input from Township staff and the Developer, Sean Marshall (President of Pittsburgh Building & Energy Systems Inc.), and his solicitor. The developer is agreeable to the terms sent out in the agreement and signed the agreement on March 22nd, 2019.

The agreement is unique in the sense that it has taken the standard agreement used by our Township solicitor and has modified it to “intentionally delete” sections of the agreement that would normally reference to internal “Works” (e.g internal roads, stormwater management facilities, parks, etc.) to be completed by the developer that do not apply to this development. As there are no internal works, there is no estimate for securities and therefore no securities will be collected.

The value of cash-in-lieu of parkland was established to be $5,750 by Council at the February 19, 2019 Council meeting. The agreement stipulates that cash-in-lieu of parkland must be paid in advance of the first building permit being issued.

## PROCESS:

Once the Mayor and Clerk enter into the subdivision agreement, Planning will advise the County that all Township conditions for draft approval have been met. The subdivision agreement will be forwarded to the Township solicitor to be registered on the title of the lands. Following this, the County consider final approval of the plan of subdivision application. Once the subdivision agreement is registered and final

approval is granted by the County, the lots in the plan of subdivision can be sold and building can begin.

**ATTACHMENTS:**

- Attachment 1 - By-law to Execute Subdivision Agreement - Pittsburgh Building & Energy Systems Inc.
- Attachment 2 - Subdivision Agreement - McFadden Road (Pittsburgh Building & Energy Systems Inc.)
- Attachment 3 - McFadden Road Plan of Subdivision M-plan

**Submitted/approved by:** Wayne Orr, Chief Administrative Officer

**Prepared by:** Claire Dodds, Director of Development Services

**SUBDIVISION AGREEMENT**

**THIS AGREEMENT** made in **QUADRUPLICATE** on the _____ day of _____, 2019

**BETWEEN:**

**PITTSBURGH BUILDING & ENERGY SYSTEMS INC.**

the **"OWNER"**

OF THE FIRST PART

- and -

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

the **"MUNICIPALITY"**

OF THE SECOND PART

**WHEREAS** the Owner has received approval from the County of Frontenac (file No. 10T-2017/001) for a plan of subdivision for those lands described in Schedule "A";

**AND WHEREAS** approval of the plan of subdivision has been given on the condition that the Owner enter into this agreement with the Municipality in accordance with section 51(26) of the *Planning Act*, RSO 1990, chapter P-13, as amended;

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

**TERMS DEFINED**

1. In this agreement:

(a) **"Council"** shall mean the elected Council of the Municipality;

(b) Intentionally Deleted;

(c) **"Lands"** shall mean those lands of the Owner described in Schedule "A";

(d) **"Maintain"** includes repair;

(e) **"Municipality"** means the Corporation of the Township of South Frontenac;

(f) **"Municipal Engineer"** means a designated Municipal staff or such other person acting in that capacity, or the consulting engineer appointed for that purpose by Council, and any authority granted to the Municipal Engineer by this agreement shall be exercised in accordance with generally accepted engineering principles and without undue delay;

(g) **"Municipal Specifications"** shall mean the detailed description of construction, materials and workmanship of works to be carried out by the Owner as prescribed by the Municipality in accordance with the "Ontario Provincial Standards for Roads and Public Works" (OPS), as amended, in effect on the date of the work, or such other additional requirements which may be specified by the Municipality;

(h) **"Owner"** includes an individual, a partnership, a corporation, an association, a joint venture, a co-tenant, a trustee, or any agent or contractor carrying out any works for the Owner, and all subsequent owners of all or part of the Lands and wherever the singular is used

it shall be construed to include the plural;

(i) **"Plan"** or **"Plan of Subdivision"** or **"Subdivision"** means the plan of subdivision approved by the Municipality for the Lands described in Schedule "A";

(j) Intentionally Deleted;

(k) **"Road"** shall mean those public roads or any part or parts thereof, any day lighting triangles, temporary turning circles, and any areas of road widening shown or laid out on the Plan of Subdivision, and the use of "Street" or "Public Highway" shall be synonymous with "Road";

(l) Intentionally Deleted

(m) **"Works"** means the whole works, services, materials, matters and things required to be done or supplied by the Owner in accordance with this agreement except for the final grading of lots for which lot grading certificates will be supplied by applicants for building permits.

**ORDER OF PROCEDURE**

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 and postponement to registration of this agreement in a form satisfactory to the Municipality from the holder of any mortgage or other encumbrance of the Lands that will be outstanding on the date of registration of the Plan;

(c) deposit with the Municipality the security and proof of insurance required by this agreement;

(d) pay in full all outstanding taxes, drainage and unamortized local improvement charges on the Lands;

(e) pay in full all outstanding invoices issued by the Municipality with respect to the Plan;

(f) pay to the Municipality the amount of cash to be given in lieu of parkland, or deposit with the Municipality the executed deeds for the parklands, whichever is applicable and prescribed by this agreement;

(g) deliver to the Municipality both two full size copies and an 11"x17" reduced copy of the final Plan forwarded to the Municipality for registration and a digital copy of the plans in a format satisfactory to the Municipality; and

(h) deliver to the Municipality draft reference plans of survey illustrating all easements and 0.3 metre wide reserves not shown on the Plan, and all deeds and grants of easement executed in favour of the Municipality or any other public authority required by this Agreement in a form satisfactory to the Municipality.

3. Prior to starting construction of the Works in the Plan, the Owner shall:

(a) fulfill all of the conditions required by Clause 2 above unless otherwise approved in writing by the Municipal Engineer;

(b) notify the Municipal Engineer in writing at least seventy-two hours (72) hours prior to the start of construction; and

(c) Intentionally Deleted.

4. Prior to applying for any permits for construction of buildings within the Plan, the

Owner shall have:

(a) received final approval for the Plan from the County of Frontenac or the Local Planning Appeal Tribunal;

(b) received the required approvals from all applicable utility companies and regulatory agencies;

(c) registered the Plan and the reference plans of survey referred to in Clause 2(h) above;

(d) delivered copies of the final plan of subdivision and any reference plans and engineering plans referred to in this Agreement in an electronic format acceptable to the Municipality; and

(e) complied with all requirements for issuing a building permit as set out in this agreement.

## ATTACHED SCHEDULES

5. The following Schedules are attached to and form part of this agreement:

| | | |
|---|---|---|
| **Schedule "A"** | - | Description of Lands |
| **Schedule "B"** | - | Description and Cost of Works to be Constructed |
| **Schedule "C"** | - | Description of Phases of Development |
| **Schedule "D"** | | Time Schedule for Construction of Works |
| **Schedule "E"** | - | List of Approved Plans for Works to be Constructed |
| **Schedule "F"** | - | Lot Grading and Drainage Plans |
| **Schedule "G"** | - | Lands to be conveyed for Parkland or Cash in Lieu |
| **Schedule "H"** | - | Grants of Easement and Other Public Lands |
| **Schedule "I"** | - | Parkland, Fencing, Landscaping and Tree Preservation Requirements |
| **Schedule "J"** | - | Special Conditions |
| **Schedule "K"** | - | Notice to Subsequent Purchasers |

6. Any plans referred to in any of the Schedules are incorporated by reference into this Agreement. The originals of all plans incorporated by reference in this Agreement are on file in the offices of the Municipality and, in the event of any conflict, the originals on file shall govern.

## CONSTRUCTION OF WORKS

**Scope of Work**:

7. The Owner shall construct and maintain all of the Works described in Schedule "B" according to the plans and specifications in Schedules "E", "F" and "I" in a good and workmanlike manner, to the satisfaction of the Municipal Engineer and according to Municipal Specifications.

8. If, at any time during construction or maintenance of the Works, the Municipal Engineer determines that modifications to the Works are necessary to provide adequately any of the

public services required by the Plan, the Owner shall construct such additional works to the satisfaction of the Municipal Engineer.

**Roads**

9. The Owner shall not cut any roads assumed by the Municipality without the prior written consent of the Municipal Engineer, and all roads shall be restored to the satisfaction of the Municipal Engineer as soon as possible after completion of the work.

10. The Owner shall agree in writing that all entrances to any lots including entrance culverts be located and constructed to the satisfaction of the Township.

11. Where work is performed on existing roads outside the Plan of Subdivision, they shall be reinstated to their original condition as determined by the Municipal Engineer.

12. Any damage that occurs on a municipal road shall be repaired to their original condition as determined by the Municipal Engineer. Repairs shall be made by Municipal staff, at the Owner's sole cost.

13. If, in the opinion of the Municipal Engineer, it is necessary to change the grade of existing roads adjacent to or abutting the Subdivision because of the development of the Subdivision, the Owner shall grade to sub-grade and reconstruct the roads in the manner and within the time stipulated by the Municipal Engineer and according to Municipal Specifications, all at the Owner's expense.

**Storm Water Management System**

14. The Owner shall construct the storm water management system to service the land in the Subdivision and adjacent road allowances according to the plans and specifications set out in Schedules "E" and "F".

**Grading and Landscaping**

15. Upon substantial completion of any ditches, culverts, sidewalks and driveways, the Owner shall plant seed as directed by the Municipal Engineer and in accordance with Municipal Specifications, if any, on all boulevards and other untravelled parts of the public highway as soon as possible during the first available planting season or such later date as may be authorized by the Municipal Engineer, and shall maintain the seed and ensure appropriate growth, including re-seeding as necessary, until the Final Certificate of Approval of the Works has been issued.

16. Intentionally Deleted.

**Civic Addressing**

17. The Chief Building Official shall allocate all civic addresses for use within the Plan of Subdivision. To obtain civic addresses, the Owner shall furnish the Chief Building Official with a copy of the registered Plan upon which the Chief Building Official shall designate the proper civic address for each lot. The Owner agrees that it shall obtain civic addresses for each Lot prior to applying for any building permit for any structure on the Lot.

The Owner shall advise each purchaser of a subdivision lot of its correct house number.

**Public Utilities**

18. Any on site utility lines to dwellings lines shall be installed underground unless otherwise specified.

**Erosion and Sediment Control During Construction**

19. Erosion control measures shall be incorporated into the construction plans and specifications in order to control the quality of storm runoff from the Plan during construction. These measures may include:

(a) The installation of silt fences wherever there is a possibility of runoff from the construction site onto adjacent streets, wetlands and waterbodies or properties;

(b) The installation of straw bale barriers wherever there is a possibility of runoff from the construction site into the municipal storm water system;

(c) Fencing the work area to maintain construction activities within the predefined areas; and

(d) Locating stockpiles of excavated material or granulars so as to minimize the possibility of runoff beyond the construction zone, and/or containing stockpiles within silt fences.

20. The erosion and sediment control measures shall be installed prior to construction and maintained and monitored by the contractor during construction and until a good growth of vegetation is obtained on all grassed areas and until the new hard surfaced areas are constructed and the site works are completed.

21. All areas disturbed by construction are to be reinstated as soon as possible.

**UTILITY APPROVALS AND COSTS**

22. Intentionally Deleted.

23. The Owner shall bear the expense of all offsite work attributable to the Subdivision resulting from the approved public works design.

**DRILLING AND BLASTING**

24. Intentionally Deleted.

25. Intentionally Deleted.

26. Intentionally Deleted.

**USE AND MAINTENANCE OF ROADS**

27. The Owner shall, as and where required by the Municipal Engineer, maintain

the adjacent municipal Road to the satisfaction of the Municipal Engineer to ensure that the construction within the Plan does not negatively impact the Road. For greater certainty, such maintenance and repair shall include the placing of dust palliatives, the control of erosion and sedimentation runoff, and the removal of mud and other materials carried out onto paved streets, and the repair of any damage caused. If the Roads are not maintained to the Municipality's satisfaction, the Municipality may take the necessary action to rectify the problem at the Owner's expense.

28. The Owner shall not restrict and shall ensure that no person working in the Subdivision restricts the normal flow of traffic outside the Subdivision without the prior written consent of the Municipality.

**REPAIR AND RELOCATION OF EXISTING SERVICES**

29. The Owner shall repair any damage caused by the Owner to any existing road, structure, services or works owned or operated by the Municipality and shall pay for all costs related to the relocation of any existing utilities or services in or outside the Subdivision as may be necessary to accommodate the Subdivision.

**DRAINAGE**

30. The drainage of surface water on the lots and blocks in the Plan is the sole responsibility of the Owner and all subsequent purchasers, who shall provide and maintain adequate drainage of surface water and shall comply with the Lot Grading and Drainage Plans as set out in Schedule "F".

31. The Lot Grading and Drainage Plans may be amended from time to time on conditions approved by the Municipal Engineer, such amendments not to take effect until executed by the Owner and Municipality and registered against title to the lands affected.

32. The Owner shall construct all Works in accordance with the Lot Grading and Drainage Plans and specifications set-out in Schedule "F", and Municipal Specifications, and the Owner shall maintain sufficient interim drainage and outlets to provide adequate drainage including the installation and removal of culverts when required by the Municipal Engineer, until the Final Certificate of Approval of the Works has been issued.

33. The Owner agrees that if the drainage works result in drainage or a change of drainage through private third party lands, all work shall be carried out with the approval of and to the satisfaction of the private owners affected and the Municipal Engineer. Any easements acquired by the Owner over third party lands for that purpose shall be conveyed to the Municipality.

34. The Owner shall not interfere with any drain or waterbody except in accordance with the Lot Grading and Drainage Plans or with the prior written permission of the Municipal

Engineer, but any interference shall not relieve the Owner of responsibility for any damage caused by the interference and the Owner shall indemnify the Municipality against any claims against the Municipality relating to the damage.

35. All contracts of sale by the Owner of any lot within the Subdivision shall contain the following provision, which shall be incorporated in all deeds from the Owner so that it shall be a covenant running with the land for the benefit of the remaining land in the Subdivision:

> "The Transferees, for themselves, their heirs, executors, administrators, successors and assigns, covenant and agree that they will not alter the slope of the lands described herein nor interfere with any drains established on the lands, except in accordance with the approved Lot Grading and Drainage Plans, without the written consent of the Municipality and further that the Transferee will maintain any such alterations approved by the Municipality. This covenant is for the benefit of all other lands in the Subdivision and shall run with the title to these lands."

## CONSTRUCTION REFUSE AND FILL

36. The Owner shall promptly dispose of all construction refuse and debris within the Subdivision according to the waste disposal and recycling by-laws of the Municipality in effect from time to time. If refuse is not removed within forty-eight (48) hours' notice from the Municipality, the Municipality may remove the refuse and debris at the expense of the Owner.

37. The Owner shall neither deposit nor permit to be deposited surplus fill on public lands. Furthermore the Owner shall neither remove nor permit to be removed, any fill, top soil, trees or shrubs from public lands without the written consent of the Municipal Engineer.

## COMMENCEMENT, PROGRESS AND COMPLETION OF WORK

38. Intentionally Deleted.

39. Intentionally Deleted.

40. Intentionally Deleted.

41. If, in the opinion of the Municipal Engineer, the Owner is not prosecuting or causing to be prosecuted the work required by this agreement within the specified time, or so that it may be completed within the specified time, or is improperly performing the work, or should the Owner neglect or abandon any of the work before its completion, or unreasonably delay the work so that the conditions of this agreement are being violated or carelessly executed, or in bad faith, or should the Owner neglect or fail to renew or again perform work as may be rejected by the Municipal Engineer as being or having become defective or unsuitable, or should the Owner fail to carry out any maintenance required by this agreement,

or should the Owner make, in the opinion of the Municipal Engineer, default in any manner in the performance of any of the terms of this agreement, then the Municipal Engineer shall, unless prevented by urgent circumstances, notify the Owner in writing of the default, failure, delay or neglect, and if such notification is without effect for seven (7) clear days after the notice, then the Municipal Engineer shall have full authority and power to immediately purchase any materials and to employ any tools, machinery and workmen as in his opinion shall be required for the proper completion of the work at the cost and expense of the Owner together with a management fee of twenty per cent (20%) of the labour and material value.

42. Any entry upon the Lands by the Municipality or its agents shall not be construed for any purpose whatsoever as an acceptance or assumption of the Works by the Municipality.

**INSPECTION AND TESTING OF WORKS**

43. Prior to the approval of a final lot grading certificate for a lot or block in the Plan of Subdivision, the Municipal Engineer may enter onto the lot or block and inspect the Works and the lot grading of the lot or block at such times and with such duration and frequency as the Municipal Engineer considers advisable to ensure that the Works and the lot grading are being constructed and maintained in accordance with this agreement. If during inspections or testing the Municipal Engineer perceives that construction or maintenance, whether by method or otherwise, constitutes a potential danger to life or property, or construction maintenance does not conform to acceptable practice in order to meet Municipal Specifications, the Municipal Engineer shall have the authority to order stop work by verbal notice to the contractor and/or the Owner's consulting engineer, such notice to be confirmed in writing as soon as possible thereafter, and to order such remedial action as the Municipal Engineer considers advisable. Neither the Municipality nor the Municipal Engineer shall be liable for any damages resulting from a stop work order. The Owner shall deliver a copy of this clause to each and every contractor engaged in construction of the Works.

44. Any work not examined to the satisfaction of the Municipal Engineer prior to backfilling shall be excavated at the Owner's cost.

**EMERGENCY REPAIRS**

45. Intentionally Deleted.

**USE OF WORKS BY MUNICIPALITY**

46. Intentionally Deleted.

47. Intentionally Deleted.

**ASSUMPTION OF WORKS**

48. Intentionally Deleted.

**WARRANTY OF WORKS**

49. Intentionally Deleted.

**FINAL ACCEPTANCE OF WORKS**

50. Intentionally Deleted.

51. Intentionally Deleted.

**REPLACEMENT OF SURVEY BARS**

52. Intentionally Deleted.

53. Intentionally Deleted.

**ENGINEERING SERVICES**

54. The Owner shall employ an engineer (hereinafter "Owner's Engineer) licensed and in good standing with the Professional Engineers of Ontario to supervise all engineering functions including but not limited to:

(a) to (h) Intentionally Deleted

(b) prepare lot grading and drainage plans for the subdivision, referenced in Schedule J (2).

55. The Owner agrees to implement the recommendations of any Environmental Impact Assessment and/or Geotechnical Study required by the Municipality and certified by a professional engineer, to the satisfaction of the Municipality.

56. The Owner shall furnish all plans, specifications, designs, calculations, contours, or other information pertaining to the Works as the Municipal Engineer may require. No contract shall be awarded and no Works shall commence or be continued without the prior written approval of the design and supervision of the Works by the Municipal Engineer.

57. All inspections of the Works shall be performed by the Municipal Engineer whose determination of whether the Works have been constructed according to Municipal Specifications shall be final.

**MATERIALS TESTING**

58. Intentionally Deleted.

**ZONING AND BUILDING RESTRICTIONS**

59. Nothing in this agreement shall relieve the Owner of any obligation to comply with all applicable zoning and building by-laws in effect from time to time.

60. All construction within the subdivision shall be carried out in accordance with any noise by-law of the Municipality that may be in effect from time to time.

61. The Owner agrees to display in a conspicuous place in all sales offices established for the sale of buildings or lands within the Subdivision all of the following:

(a) A zoning map or schedule displaying current zoning for all land in and adjacent to the Subdivision.

(b) A print of the registered Plan of Subdivision with the following information clearly labelled on it:

(i) the permitted uses for all lots on the plan;

(ii) Intentionally Deleted;

(iii) Intentionally Deleted;

(c) A print of the approved Lot Grading and Drainage Plans; and

(d) Location of waterbodies and wetlands on the lots.

62. The Owner shall also ensure that the foregoing information concerning permitted and proposed uses is communicated to all prospective purchasers by:

(a) posting signs of a size and type satisfactory to the Municipality on the lands in the Plan; and

(b) providing this information in writing to all prospective purchasers.

If a builder other than the Owner intends to construct and sell buildings on lots within the Plan, the Owner shall take such action as is necessary to ensure the foregoing requirements are met.

**REQUIREMENTS FOR BUILDING PERMITS**

63. No building permit shall be issued for a lot or block within the Subdivision until:

(a) Intentionally Deleted;

(b) any swale shown on the Lot Grading and Drainage Plans in Schedule "F" which, in the opinion of the Municipal Engineer should be constructed prior to the issue of a building permit, has been constructed;

(c) A proposed lot grading plan for the lot or block prepared by the Owner's engineer shall be submitted for review and approval by the Municipal Engineer. The lot grading plan for the Lot or Block shall illustrate the following:

(i) all proposed buildings and structures and their elevations;

(ii) existing and proposed final grades;

(iii) location of the driveway;

(iv) natural features and vegetation, existing and removed; and

(v) the method of disposing of stormwater.

(d) a non-interest bearing refundable deposit of three thousand dollars ($3,000) cash or other suitable security has been posted with the Municipality for the lot or block for which a permit has been applied to ensure the following:

(i) the cost to repair any damage done to the Works by the applicant, its contractors, employees or workmen, including road cleaning;.

64. Refund of Lot Grading Securities

Lot grading refunds shall not be issued for a lot or block within the Subdivision until:

(i) delivery to the Municipality of a lot grading certificate in the form prescribed by the Municipality and signed by the Owner's Engineer on which is indicated:

(1) the civic address and lot and plan number to which the certificate applies;

(2) the designed grades and elevations prescribed by the Lot Grading and Drainage Plans for the lot or block corners and the building line;

(3) the actual grades and elevations for the lot or block corners and the building corners;

(4) a statement that the final lot grading has been completed in compliance with the grading plan approved by the municipal engineer OR the final lot grading has been completed in deviation from the approved plan but due to sound engineering principals the deviation generally conforms to the grading plan, does not affect other properties and does not interfere with the overall grading plan of the subdivision;

(5) arrows showing the direction of overland drainage flow; and

(6) a certificate stamped by the Owner's Engineer confirming the grading generally conforms to the approved Lot Grading and Drainage Plan.

(b) all lot levies, development charges, water and sewer rates and other charges attributable to the lot or block have been paid in full; and

(c) all other normal requirements of the Municipality prescribed by the *Ontario Building Code Act* have been complied with.

65. If the Municipal Engineer rejects a lot grading certificate, the cost for any further review of it shall be deducted from the deposit.

66. If any repairs for damage to the Works, other than emergency repairs that shall be carried out immediately, are not carried out within seven (7) days of written notice to the permit applicant and registered owner of the land, the Municipality may without further notice, take such action as it deems necessary to carry out the repairs, complete the work or remedy any defective work, and the permit applicant and registered owner of the land shall be

jointly and severally liable for all costs incurred by the Municipality, which the Municipality may deduct from the deposit in addition to any other remedies available to it, including adding such costs to the tax roll of the land and collecting them in like manner as municipal taxes in accordance with the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended.

67. If any yards remain unseeded or ungraded, or if a lot grading certificate has not been delivered twelve (12) months from the date on which the occupancy permit was issued, the Municipality may, on at least thirty (30) days prior written notice to the applicant and the registered owner of the lot or block take such action as it deems necessary to complete the work or remedy any defective work, and the applicant and registered owner of the land shall be jointly and severally liable for all costs incurred by the Municipality which the Municipality may, in addition to any other remedies available to it, deduct all or a portion of said costs from the grading deposit provided. The Municipality shall, upon being satisfied that the lot grading certificate has been issued, release any security being held on account of the said lot.

68. The Owner agrees not to apply for a building permit until all of its obligations related thereto contained in this Agreement are fulfilled. The Owner further agrees that it shall not undertake any grading that does not comply with the approved Lot Grading and Drainage Plan and any lot grading plan submitted in support of a building permit as required by this Agreement.

**SPECIAL CONDITIONS**

69. In addition to all other provisions of this agreement, the Owner shall also comply with those special conditions related to development of the Subdivision set out in Schedule "J" attached hereto.

**CONVEYANCE OF PARKLANDS OR CASH IN LIEU**

70. The Owner shall grant to the Municipality lands in fee simple free of liens and encumbrances for municipal park or other recreational purposes other than roads or shall make a cash payment in lieu thereof as provided by the *Planning Act* in accordance with Schedule "G".

**GRANTS OF EASEMENT AND OTHER PUBLIC LANDS**

71. The Owner shall obtain and grant to the Municipality and any other required public authority or utility company, those lands, easements, and 0.3 metre wide reserves described in Schedule "H" as may be required for utility, drainage or access purposes, free of all charges and encumbrances. The executed deeds for the lands and grants of easement together with any reference plans of survey necessary to describe them with the registered number of the plans left blank for later completion, shall be delivered to and approved by the Municipality before the Municipality requests final approval of the Plan by the Municipality.

**RESTRICTION ON TRANSFERS**

72. The Owner shall not transfer title to any lots or blocks within the Plan until after this agreement, all deeds, grants of easement and 0.3 metre reserves in favour of the Municipality and any other applicable public authority and utility company, and related reference plans of survey have been registered.

**OWNERS' LIABILITIES AND INDEMNITY**

73. The Owner shall indemnify the Municipality against all actions, causes of action, suits, claims and demands whatsoever which may arise from the actions of the Owner and not caused by the negligent acts of the Municipality, its employees, servants and agents.

**OWNER'S EXPENSE**

74. It is the intent of this Agreement that the Municipality shall not incur any expense for the development of the Subdivision 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.

**MUNICIPALITY'S LEGAL, PLANNING, ENGINEERING AND ADMINISTRATIVE COSTS**

75. The Owner agrees to pay the legal, engineering, landscape architectural, planning and administrative costs incurred by the Municipality to process the Plan including but not limited to the preparation of this agreement and all plans and specifications, and the supervision and inspection of the Works and the Municipality shall provide copies of any invoices for such costs.

**PAYMENT OF ACCOUNTS**

76. 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.

77. 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.

**FINANCIAL REQUIREMENTS**

78. The Owner agrees to satisfy all the requirements, financial and otherwise, of the Township concerning the provision of municipal services including fencing, lighting,

landscaping, sidewalks, roads, installation of services, signage, and provision of drainage.

79. Intentionally Deleted .

**RELEASE OF SECURITIES**

80. The Owner may, when not in default, apply to the Municipality as construction of the Works proceeds, for releases of its security at regular intervals, and each application shall include an up-to-date estimate of the cost to complete the Works verified by the Owner's engineer and the Municipal Engineer.

81. Upon receipt of an application, the Municipal Engineer may authorize the release of such portion of the security as the Municipal Engineer may, in all of the circumstances consider reasonable, but without limiting its generality, the following rules shall apply:

1. The amount of the security retained by the Municipality excluding any amounts held for warranty or *Construction Lien Act* purposes, shall not, at any time, be less than the up-to-date estimated cost to complete the Works.

2. The Municipality shall deduct the following amounts from the security otherwise available for release:

(a) ten percent (10%) of the value of the work performed since the date of the last release as determined by the Municipal Engineer, which the Municipality shall hold pursuant to Part IV of the *Construction Lien Act*;

(b) an amount sufficient to satisfy any construction liens of which the Municipality has notice in respect of any portion of the Works located on a public street or highway, or on any lands conveyed to the Municipality or any other public authority; and

(c) ten percent (10%) of the value of the Work, which the Municipality shall hold as security for the Owner's obligations during the Warranty Period.

**INSURANCE**

82. Intentionally Deleted.

83. Intentionally Deleted.

84. Intentionally Deleted.

**CONSTRUCTION LIENS**

85. The Owner shall hold back from its payment to any persons who may supply services or materials in connection with the construction or maintenance of the Works, all amounts required by the *Construction Lien Act*, and shall indemnify the Municipality against any claims, actions or demands in connection with the Works and all costs reasonably incurred by the Municipality as a result thereof.

86. If any lien is claimed pursuant to the *Construction Lien Act* for the supply of services or material in connection with the construction or maintenance of any portion of the Works located on a public street or highway or any lands owned by the Municipality or any other public authority, the Owner shall be considered in default under this agreement and shall continue to be in default until all liens are discharged, and the Municipality may, in its absolute discretion, use the security deposited by the Owner to pay into court any amounts required to discharge all liens plus costs.

87. Intentionally Deleted.

**DEFAULT PROVISIONS**

88. Whenever the Owner is deemed by the terms of this agreement to be in default, the Municipality will make best efforts, unless prevented by urgent circumstances, to give the Owner notice of the default including a brief description of the remedial action required and the date by which such remedial action shall be completed.

89. If the Owner fails or refuses to remedy the default within the time prescribed in the notice, the Municipality shall have the right in addition to any other remedies available to it and without further notice to the Owner to use any security held by it to remedy the default and recover all costs and damages incurred by and all amounts owing to the Municipality.

**REGISTRATION**

90. The Owner consents to the registration of this agreement by the Municipality against the title to the Lands.

91. The Municipality shall register this agreement and any deeds or grants of easement or rights-of-way in favour of the Municipality without undue delay after registration of the Plan.

**NOTICE TO SUBSEQUENT OWNERS AND PURCHASERS**

92. 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 any lot, block or part thereof in the Plan.

93. In addition, each and every subsequent owner of the Lands or a part thereof acknowledges notice of all of the provisions of this agreement and, in particular, those provisions set out in Schedule "K".

**ARBITRATION**

94. Any dispute between the parties with respect to this agreement shall, at the request of a party, be submitted to arbitration pursuant to the *Arbitration 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.

95. Each party shall pay its own costs of the arbitration and shall share equally the costs of the arbitrator(s).

**CANCELLATION OF AGREEMENT**

96. If the Plan of Subdivision is not registered within one (1) year from the date of this agreement, the Municipality may, at its option, declare this agreement to be null and void.

**TIME OF THE ESSENCE**

97. Time shall be of the essence of this agreement.

**LEGAL NOTICE TO OWNER**

98. Any notice required to be given by the parties to this agreement shall be given by registered mail at the address for service of the parties on the title page of this agreement, 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.

**FURTHER ASSURANCES**

111. 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 of this agreement.

**SUCCESSORS AND ASSIGNS**

112. This agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this agreement as at the date first set out above.

SIGNED, SEALED AND DELIVERED

**THE CORPORATION OF THE**
**TOWNSHIP OF SOUTH FRONTENAC**
Per:

_____
Ronald Vandewal, Mayor

_____
Angela Maddocks, Clerk

We have the authority to bind the corporation

**PITTSBURGH BUILDING & ENERGY SYSTEMS INC.**
Per:

_____
Sean Marshall
I have the authority to bind the corporation

**SCHEDULE "A" OF SUBDIVISION AGREEMENT**

**DESCRIPTION OF LANDS**

Part of Lots 14 and 15, Concession 8, Geographic Township of Loughborough, Township of South Frontenac, County of Frontenac, described as Lots 1 – 5 inclusive and Blocks 6 & 7 on Plan 13M- ____.

**SCHEDULE "B" OF SUBDIVISION AGREEMENT**

**COST OF WORKS**

N/A

**SCHEDULE "C" OF SUBDIVISION AGREEMENT**

**DESCRIPTION OF PHASES OF DEVELOPMENT**

The subdivision shall be developed in one phase.

**SCHEDULE "D" OF SUBDIVISION AGREEMENT**

**TIME SCHEDULE FOR CONSTRUCTION OF WORKS**

Construction of the Subdivision shall commence forthwith upon registration of the Plan.

**SCHEDULE "E" OF SUBDIVISION AGREEMENT**

**APPROVED PLANS FOR**

**WORKS TO BE CONSTRUCTED**

THE ORIGINAL PLANS LISTED IN THIS SCHEDULE AND INCORPORATED BY REFERENCE INTO THIS AGREEMENT ARE NOW ON FILE IN THE MUNICIPAL OFFICES AND SHALL GOVERN IN THE EVENT OF ANY DISPUTE.

1. General and Servicing Plan, Trail View Estates, Drawing Number G1, January 30, 2018 prepared by Josselyn Engineering Inc.

2. General and Servicing Plan, Trail View Estates, Drawing Number G2, January 30, 2018 prepared by Josselyn Engineering Inc.

**SCHEDULE "F" OF SUBDIVISION AGREEMENT**

**LOT GRADING AND DRAINAGE PLANS**

SEE PLAN REFERENCED IN SCHEDULE "J (2)"

**SCHEDULE "G" OF SUBDIVISION AGREEMENT**

**LANDS TO BE CONVEYED FOR PARKLAND OR CASH IN LIEU**

The Owner shall provide to the Municipality cash in lieu of parkland conveyance in the amount of

$5,750.00.

**SCHEDULE "H" OF SUBDIVISION AGREEMENT**

**CONVEYANCES, GRANTS OF EASEMENT AND RELATED MATTERS**

The Owner shall convey to the Municipality in fee simple, free of all encumbrances and free of contamination, Blocks 6 and 7 on Plan 13M- ____ for purposes of a 0.3m reserve.

**SCHEDULE "I" OF SUBDIVISION AGREEMENT**

**PARKLAND, FENCING, LANDSCAPING AND TREE PRESERVATION REQUIREMENTS**

N/A

**SCHEDULE "J" OF SUBDIVISION AGREEMENT**

**SPECIAL CONDITIONS**

**STORMWATER MANAGEMENT**

1. The Owner agrees to implement the recommendations included the Stormwater Management Brief prepared by Jocelyn Engineering Inc., dated July 31, 2017 (updated August 01, 2017). The general and servicing plan shall be incorporated by reference into this Agreement without the need for further amendment to the Agreement.
2. The Owner shall prepare a lot grading and drainage plan as well as a sediment and erosion control plan. These plans shall be submitted to the Municipality. Once these plan is approved by the Municipal Engineer, the plans shall be incorporated by reference into this Agreement without the need for further amendment to the Agreement. The Owner agrees to implement the approved plans.

**AGREEMENTS OF PURCHASE AND SALE**

3. The Owner shall include in each Agreement for the purchase and sale of any of the lands in the Plan of Subdivision that the purchaser of any lot or Block will be bound by the following provisions which shall, without limiting the generality of the foregoing, also form part of this Agreement:
    a. that the owner of any Lot shall comply with the General and Servicing plan showing the location of the house, well and the 500 $m^2$ envelope for the sewage system location;
    b. that the owner of any Lot shall reserve and maintain the primary and alternate locations for sewage systems as identified in Drawing No. 6 in the Hydrogeological Study, Servicing Options and Terrain Analysis report prepared by ASC Environmental Inc. dated August 31, 2016, as updated by letter dated September 7, 2017. No construction of wells, homes, driveways, pools, garages or any other structure shall take place in the primary or alternative area identified;
    c. that the owner of any Lot acknowledges and agrees that if the sewage system for the Lot is required to be raised, that sewage pumps may be required;
    d. that the owner of any Lot acknowledges and agrees that deviations from locations on the site servicing plan identified in Drawing No. 6 in the Hydrogeological Study, Servicing Options and Terrain Analysis report prepared by ASC Environmental Inc. with respect to sewage system location may require the submission of an engineering report/design and terrain analysis supporting any proposed changes, including any potential impact on adjoining properties;
    e. that the owner of any Lot agrees to comply with all requirements and recommendations specified in in Drawing No. 6 in the Hydrogeological Study, Servicing Options and Terrain Analysis report prepared by ASC Environmental Inc. dated August 31, 2016, as updated by letter dated September 7, 2017 and all

associated drawings.

**SUBSURFACE SEWAGE DISPOSAL SYSTEMS / WELLS**

4. All on-site sewage disposal systems shall be installed in accordance with all applicable law and in accordance with any permits issued by KFL&A Public Health.
5. The Owner agrees that any existing wells and/or septic systems present on the Plan that are not to be used as part of the Plan of Subdivision shall be decommissioned in accordance with all applicable laws.

**TELECOMMUNICATION SERVICES**

6. Prior to commencing any work within the Plan, the Owner must confirm that sufficient wire line communication/telecommunication infrastructure is currently available within the proposed development to provide those services to the proposed development.
7. The Owner is advised that if that infrastructure is not available, the Owner may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Owner elects not to do so, the Owner shall demonstrate to the Municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable the effective delivery of communication/telecommunication services for emergency management services such as 911 Emergency Services, at a minimum.
8. The Owner agrees to grant to Bell Canada any easements that may be required for telecommunication services. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements. The Owner acknowledges and agrees that said easements may be subject to final servicing decisions.
9. The Owner agrees to enter into any and all servicing agreements (Letter of Understanding) as required to service the lands within this Plan, with Bell Canada or another utility service provider, to comply with any underground servicing conditions imposed by the Municipality and if no such conditions are imposed, the Owner shall advise the Municipality of the arrangements made for such servicing. Executed copies of all servicing agreements shall be provided to the Municipality prior to Final Approval of the Plan.

**POSTAL SERVICE**

10. The Owner agrees that a Canada Post Community Mailbox shall be located at a location on the road allowance beside Lot 1 on McFadden Road to the satisfaction of the Municipality and in accordance with any additional requirements of Canada Post, and to the satisfaction of Canada Post.

**ARCHAEOLOGICAL REQUIREMENTS**

11. In the event that deeply buried or previously undiscovered archaeological deposits are discovered in the course of development or site alteration, all work must immediately cease and the site must be secured. The Cultural Program Branch of the Ministry of

Culture (416-314-7123) must be immediately contacted. The Algonquins of Ontario must also be contacted where remains or artifacts of aboriginal origins are discovered. The Algonquins of Ontario may be contacted at:

31 Riverside Drive, Suite 101, Pembroke, Ontario K8A 8R6, (613) 735-3759 – algonquins@nrtco.net.

12. In the event that human remains are encountered during construction, all work must immediately cease and the site must be secured. The Ontario Provincial Police, the Registrar or Deputy Registrar of the Cemeteries Regulation Unit of the Ontario Ministry of Consumer Services (416-326-8404), and the Cultural Program Branch of the Ministry of Culture must be immediately contacted.

**ADDITIONAL REQUIREMENTS**

13. The Owner agrees that prior to obtaining any building permit for any Lot that an entrance permit shall be obtained from the Municipality, including the requirement for any culvert. The Owner further agrees to comply with any permit issued and to construct to the satisfaction of the Municipality any required entrances.
14. The Owner agrees to comply with the recommendations of the environmental impact study entitled, Environmental Impact Study, Pittsburgh Building & Energy Systems Inc. Plan of Subdivision, 5550 McFadden Road, prepared by Niblett Environmental Associates Inc. March 2017, to the satisfaction of the Municipality and the Cataraqui Region Conservation Authority.
15. The Owner acknowledges and agrees that development is prohibited within 15 m of the two westernmost wetlands identified on the property in Figure 1 of the Environmental Impact Study, Pittsburgh Building & Energy Systems Inc. Plan of Subdivision, 5550 McFadden Road, prepared by Niblett Environmental Associates Inc. March 2017. The area within 15 m of the two identified wetland areas will be maintained as a no-cut buffer, within which there shall be no disturbance of the soil mantle or vegetation cover.
16. The Owner further acknowledges and agrees that development within 30m from any wetland or water body not identified in condition 19 above shall not be permitted and that the area within 30 m of any wetland or water body shall not be disturbed, shall be left in a natural state as of the date of draft plan approval and where possible such areas shall be restored to a natural condition.
17. The Owner agrees to relocate the existing Hydro pole located in front of Lot 5 currently within the road allowance to a location along the lot line between the development and the road allowance that shall be consistent with other Hydro pole locations, at the sole cost of the Owner.
18. The Owner agrees to install and provide power to streetlights at the request of the Municipality and in accordance with any design criteria and guidelines imposed by the Municipality, to its satisfaction.

**SCHEDULE "K" OF SUBDIVISION AGREEMENT**

**NOTICE TO SUBSEQUENT PURCHASERS**

Each owner and subsequent owner of any lot, block or part thereof against the title of which this agreement has been registered is hereby given notice that the following clauses in the agreement to which this schedule forms a part may contain provisions and impose obligations that may affect the individual's ownership and use of such lot, block or part thereof.

| Item | Brief Description |
|---|---|
| Drainage | All grading and landscaping of lots must be carried out strictly in accordance with the Lot Grading and Drainage Plans. |
| Construction Refuse and Fill | The Owner shall remove all construction refuse from the job site at its own expense and dispose of it in accordance with the municipal by-laws. No fill shall be deposited on or removed from public lands without the consent of the Municipal Engineer. |
| Inspection of Works | The Municipal Engineer has the authority to enter onto the property for the purpose of inspecting the Works and lot grading and may order stop work by verbal notice to any person where it is perceived that any construction constitutes a potential danger to life or property or is otherwise in contravention of the Subdivision Agreement. |
| Zoning and Building Restrictions | All construction shall comply with all applicable by-laws including the zoning, building and noise by-laws. The Owner and all builders must communicate information about proposed land uses in the subdivision to all prospective purchasers |
| Requirements for Building Permits | No building permits shall be issued until all of the requirements specified have been complied with including payment of a refundable deposit. |
| Special Conditions | Land in the subdivision shall be subject to the Special Conditions set out in Schedule "J". |
| Easements | Schedule "H" sets out a list of those lots that will be subject to public and utility easements and reserves. |
| Human remains | All owners are advised that in the event that human remains are discovered during construction, that all work shall immediately stop and the appropriate authorities shall be contacted in accordance with conditions 22 and 23 in Schedule “J” |

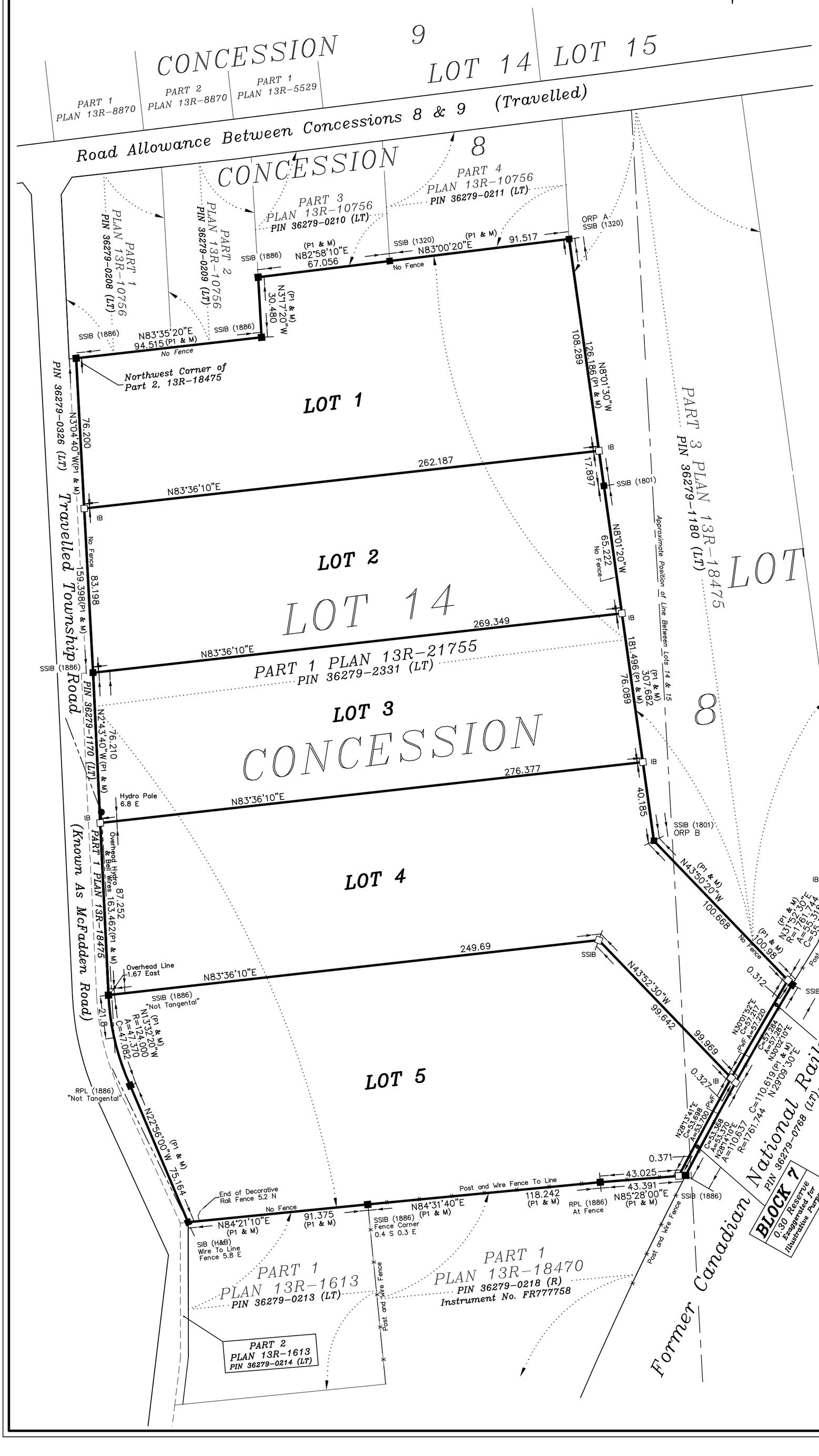
# PLAN of SUBDIVISION of
## PART of LOTS 14 & 15, CONCESSION 8
## Geographic Township of Loughborough
## TOWNSHIP OF SOUTH FRONTENAC
## COUNTY of FRONTENAC

**SCALE = 1:1500**

50metres 0 50 100 150metres

**HOPKINS CHITTY LAND SURVEYORS INC.**
**–2018–**




## PLAN 13M–

*I CERTIFY that this PLAN is REGISTERED in the LAND REGISTRY OFFICE for the LAND TITLES DIVISION of FRONTENAC (No. 13) at 0'CLOCK on the day of , 2018 AND ENTERED IN THE PARCEL REGISTER FOR PROPERTY IDENTIFIER 36279–2331 (LT) AND THE REQUIRED CONSENTS ARE REGISTERED as PLAN DOCUMENT No. LT _____*

_____
*REPRESENTATIVE FOR THE LAND REGISTRAR*

*THIS PLAN COMPRISES ALL OF PIN 36279–2331 (LT)*

### OWNER'S CERTIFICATE

*THIS IS TO CERTIFY THAT:*

1. *LOTS 1, 2, 3, 4 & 5 AND RESERVES, NAMELY BLOCKS 5 & 6 HAVE BEEN LAID OUT IN ACCORDANCE WITH OUR INSTRUCTIONS.*

*DATED THE DAY OF , 2018.*

_____
*SEAN MARSHALL*
*PRESIDENT*
*PITTSBURGH BUILDING & ENERGY SYSTEMS INC.*
*I HAVE THE AUTHORITY TO BIND THE CORPORATION*

*OBSERVED REFERENCE POINTS (ORP'S) DERIVED FROM GPS OBSERVATIONS USING PRECISE POINT POSITIONING (PPP) SERVICE, UTM ZONE 18, NAD83 (CSRS) (1997.0)*
*COORDINATES TO RURAL ACCURACY PER SEC. 14(2) OF O.REG. 216/10*

| POINT ID | NORTHING | EASTING |
|---|---|---|
| ORP A | 4924277.84 | 379091.56 |
| ORP B | 4923973.24 | 379134.52 |

*COORDINATES CANNOT, IN THEMSELVES BE USED TO RE–ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.*

*BEARINGS ARE UTM GRID, DERIVED FROM MULTIPLE RTK OBSERVATIONS FROM MONUMENT "A" TO "B", UTM ZONE 18 (75° WEST LONGITUDE) NAD83 (CSRS) (1997.0)*

*FOR BEARING COMPARISONS, A ROTATION OF 1°53'10" CLOCKWISE WAS APPLIED TO BEARINGS ON 13R–18475*

*DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99976279*

*DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048*

### COUNTY OF FRONTENAC

*FINAL APPROVAL – NEW ACT THIS FINAL PLAN OF SUBDIVISION IS APPROVED UNDER ss.51(58) OF THE PLANNING ACT ON THIS _____ DAY OF _____, 2018*

_____
*JANNETTE AMINI*
*CLERK*

### LEGEND:

*SSIB'S PLANTED DUE TO INSUFFICIENT OVERBURDEN*

| | | |
|---|---|---|
| □– | denotes | Planted Survey Monument |
| ■– | " | Found Survey Monument |
| SIB | " | Standard Iron Bar |
| SSIB | " | Short Standard Iron Bar |
| IB | " | Iron Bar |
| IBØ | " | Iron Bar (round) |
| RB | " | Rock Bar |
| RP | " | Rock Post |
| (WIT) | " | Witness |
| (M) | " | Measured |
| (R.P.) | " | Registered Plan |
| (HP) | " | Hydro Pole |
| PWF | " | Post & Wire Fence |
| (P1) | " | Reference Plan 13R– |
| (H&B) | " | Humphries & Burgham Ltd.– O.L.S. |
| (1886) | " | Hopkins Chitty Land Surveyors Inc – O.L.S. |
| (1320) | " | M.N. Kelly–O.L.S. |

### SURVEYOR'S CERTIFICATE:

*I CERTIFY THAT:*

1. *This Survey and Plan are correct and in accordance with the SURVEYS ACT, the SURVEYORS ACT and the LAND TITLES ACT and the REGULATIONS made under them.*

2. *The SURVEY was completed on the 6th day of February, 2017*

*HOPKINS CHITTY LAND SURVEYORS INC.*

*DATE: SEPTEMBER 10, 2018*

_____
*PHIL W. CHITTY–O.L.S.*

| Party Chief: TJ | Instrument: BC | Checked By: PWC | Plan By: RH |
|---|---|---|---|

**HOPKINS CHITTY LAND SURVEYORS INC.**
**Ontario Land Surveyors**
www.hopkinschitty.com

634–636 NORRIS COURT
KINGSTON, ONTARIO K7P–2R9
Tel (613) 384–9266
Fax (613) 384–3513

PROJECT No. 2016–316–1
LOT 14 & 15, CONCESSION 8
TOWNSHIP OF LOUGHBOROUGH

# REPORT TO COUNCIL

# DEVELOPMENT SERVICES DEPARTMENT

**AGENDA DATE:** April 2, 2019
**REPORT DATE:** March 26, 2019

**SUBJECT:** Stephanie Baxter Medical Corporation/Peck
Purchase of Road Allowance, Lele Lane

## RECOMMENDATION:

It is recommended that Council pass By-law 2019-23 to repeal by-law 2018-80 and to stop up, close and transfer ownership of an unopened road allowance that forms the boundary between Lot 1, Concessions X and XI in Bedford District and Lot 24, Concession XIV (Part 1, RP 13R21915, save and except Part 4, 13R8858) in Loughborough District.

## BACKGROUND:

At the December 18, 2018 meeting, Council passed By-law 2018-80 stopping up, closing and transferring to Stephanie Baxter Medical Corporation Parts 1, 2 & 3, RP 13R21915, subject to a right-of-way over Part 4, RP 13R8858.

The purpose of preparing the description with the inclusion of a right-of-way over Part 4, RP 13R8858 was to provide properties to the north of this road allowance legal deeded access over the portion of the road allowance known as Lele Lane over the portion of the road allowance that the Township transferred to Baxter/Peck.

When By-law 2018-80 was reviewed by the Township solicitor, it was determined that there were eight properties upon which rights-of-way would need to be registered over the traveled portion of Lele Lane that By-law 2018-80 proposes to transfer to Baxter/Peck. Registration of a right-of-way on title of eight properties is a significant time and expense.

In order to avoid the need for creating rights-of-way in favour of other property owners who may be using the portion of Lele lane that crosses the Road Allowance between Loughborough and Bedford for access to properties to the north, the Township solicitor recommends the Township retain ownership of the traveled portions of Lele Lane (Pts 2 & 3, RP 13R21915, and Pt 4, RP 13R8858). As such it is recommended that Council repeal By-law 2018-80 and pass a by-law with the following description:

> Part of the Road Allowance between the Geographic Townships of Bedford and Loughborough, being Part 1, Plan 13R-21915, save & except Part 4, 13R-8858, now in the Township of South Frontenac

The attached By-law 2019-23 has been drafted to repeal By-law 2018-80 and includes the above property description.

The above proposed solution has been discussed with Mr. Peck, acting as agent for Ms. Baxter, and is agreeable to the Township retaining ownership of the portions of the road allowance with the travelled portions of Lele Lane, rather than going through the legal expense of registering a right-of-way on the title of multiple properties.

## FINANCIAL:

Based on the land area that the Township will retain (Pts 2 & 3, 13R-21915, and Pt 4, 13R-8858), the Township shall refund Baxter/Peck $1,930.10 (9,190 sq.ft. x $0.21). The Township holds a deposit of $3000 to cover legal expenses associated with this transfer.

REPORT TO COUNCIL

DEVELOPMENT SERVICES DEPARTMENT

**ATTACHMENTS:**

Attachment 1: By-law 2019-23 By-law to Stop Up and Close a Portion of a Road Allowance
Attachment 2: December 18, 2018 Report to Council for Peck-Baxter Road Closing
Attachment 3: Location of Property to be Enlarged by Road Allowance
Attachment 4: Location Map of Road Allowance
Attachment 5: Reference Plan 13R21915
Attachment 6: Reference Plan 13R8858

**Submitted/approved by:** Wayne Orr, Chief Administrative Officer

**Prepared by:** Claire Dodds, Director of Development Services

REPORT TO COUNCIL

DEVELOPMENT SERVICES DEPARTMENT

# REPORT TO COUNCIL

# DEVELOPMENT SERVICES DEPARTMENT

**AGENDA DATE:** December 18, 2018

**REPORT DATE:** December 12, 2018

**SUBJECT:** Road Closure and Transfer: Peck & Baxter

## RECOMMENDATION:

It is recommended that Council pass By-law 2018-80 to stop up, close and transfer ownership of an unopened road allowance that forms the boundary between Lot 1, Concessions X and XI in Bedford District and Lot 24, Concession XIV (Parts 1, 2 & 3, RP 13R21915) in Loughborough District, subject to a right-of-way over Part 4, RP 13R8858.

## BACKGROUND:

A property-owner, Jeff Peck and Stephanie Baxter, has made application to purchase a portion of the unopened road allowance that runs east-west along the north side of the property near Frontenac Park. Attachment #1 shows the location of the property proposed to be enlarged by the road allowance. Attachment #2 shows and aerial photo of the road allowance relative to the Peck/Baxter property and Frontenac Park.

The road allowance is aligned east to west on a peninsula of land which lies between Big Clear Lake and Milk Lake. From shore to shore the road allowance measures 251 metres and is 5,020 square meters (1.2 acres) in total area.

The land is mostly scrub brush land with some mature forest cover and it is extremely steep near both shorelines. The applicant's property and another private parcel form the south boundary of the road allowance and the Frontenac Provincial Park forms the north boundary. A private lane (Lele Lane) crosses the road allowance. Given that the road allowance leads from shore to shore and is only accessed by a private land and private land, it appears that it would not be used as a public road in the future. Attachment #3 shows the portions of the unopened road allowance proposed to be closed and transferred to the Peck/Baxter property (Parts 1-3, RP 13R21915).

The request was brought to Committee of the Whole on February 13, 218, but this portion of the road allowance was the subject of a proposal under the new Frontenac Provincial Park Management Plan to regulate all Township-owned road allowances that abut the Park so Council chose to defer a decision to close the portion of the road allowance. Negotiations regarding the Parks regulation of Township-owned road allowances were ongoing throughout 2018.

A further report was taken to Council at the April 17, 2018 meeting. Correspondence dated April 9, 2018 from Ontario Park confirmed they had no objection to the closure and sale of the unopened road allowance as it improves the situation from the Park's perspective. Further correspondence from Angela Adkinson of Ontario Parks, dated May 25, 2018, noted that they have no objection to the closure and conveyance of the entire section of the road allowance provided a right-of-way is registered to accommodate Lele Lane crossing the unopened road allowance (Part 4 on RP 13R8858 – see Attachment #4).

At the April 17, 2018 meeting, Council provided direction to waive the requirements under the Township of South Frontenac's Notice By-law No. 2016-73, and Council of the Corporation of the Township of South Frontenac exempted the advertising of the proposal to close the said road allowance.

# REPORT TO COUNCIL

## DEVELOPMENT SERVICES DEPARTMENT

By-law 2018-80 has been drafted to effect the closure and transfer of portions of the road allowance described as Parts 1-3 of RP 13R21915 and to register the right-of-way over Part 4, RP 13R8858.

**FINANCIAL/STAFFING IMPLICATIONS:**

The Township will receive $50,550.82 from the transfer and sale of the unopened road allowance. The purchaser has paid a deposit of $3000 to cover the costs incurred by the Township to stop up, close and transfer the portion of the road allowance.

**ATTACHMENTS:**

Attachment 1 - Location of Property to be Enlarged by Road Allowance

Attachment 2 - Location Map of Road Allowance

Attachment 3 - Reference Plan 13R21915

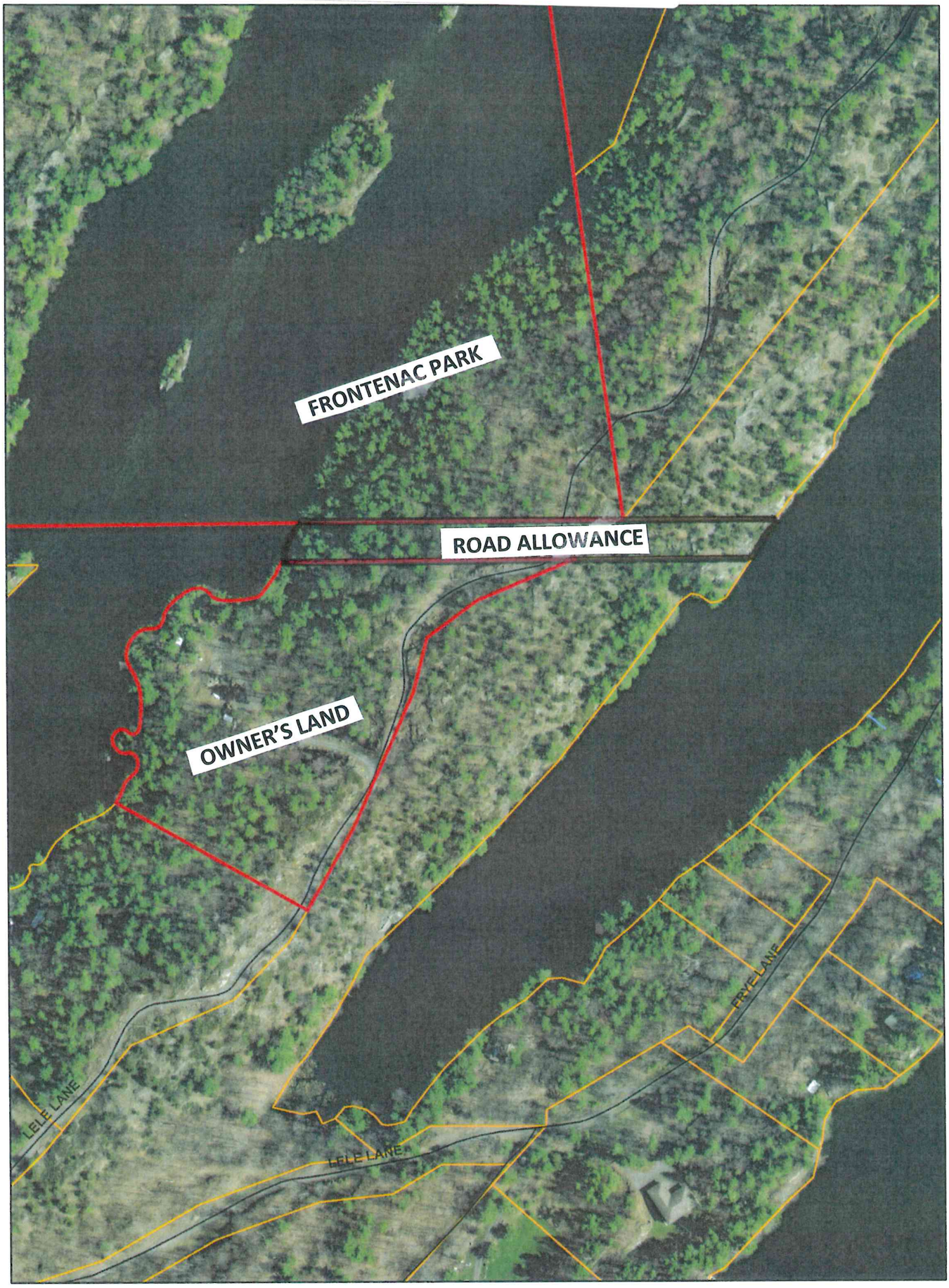
Attachment 4 - Reference Plan 13R8858

**Prepared by:** Claire Dodds, Director of Development Services

**Submitted/approved by:** Wayne Orr, CAO/Deputy-Clerk

# Attachment #1

# Attachment #2



Attachment #3

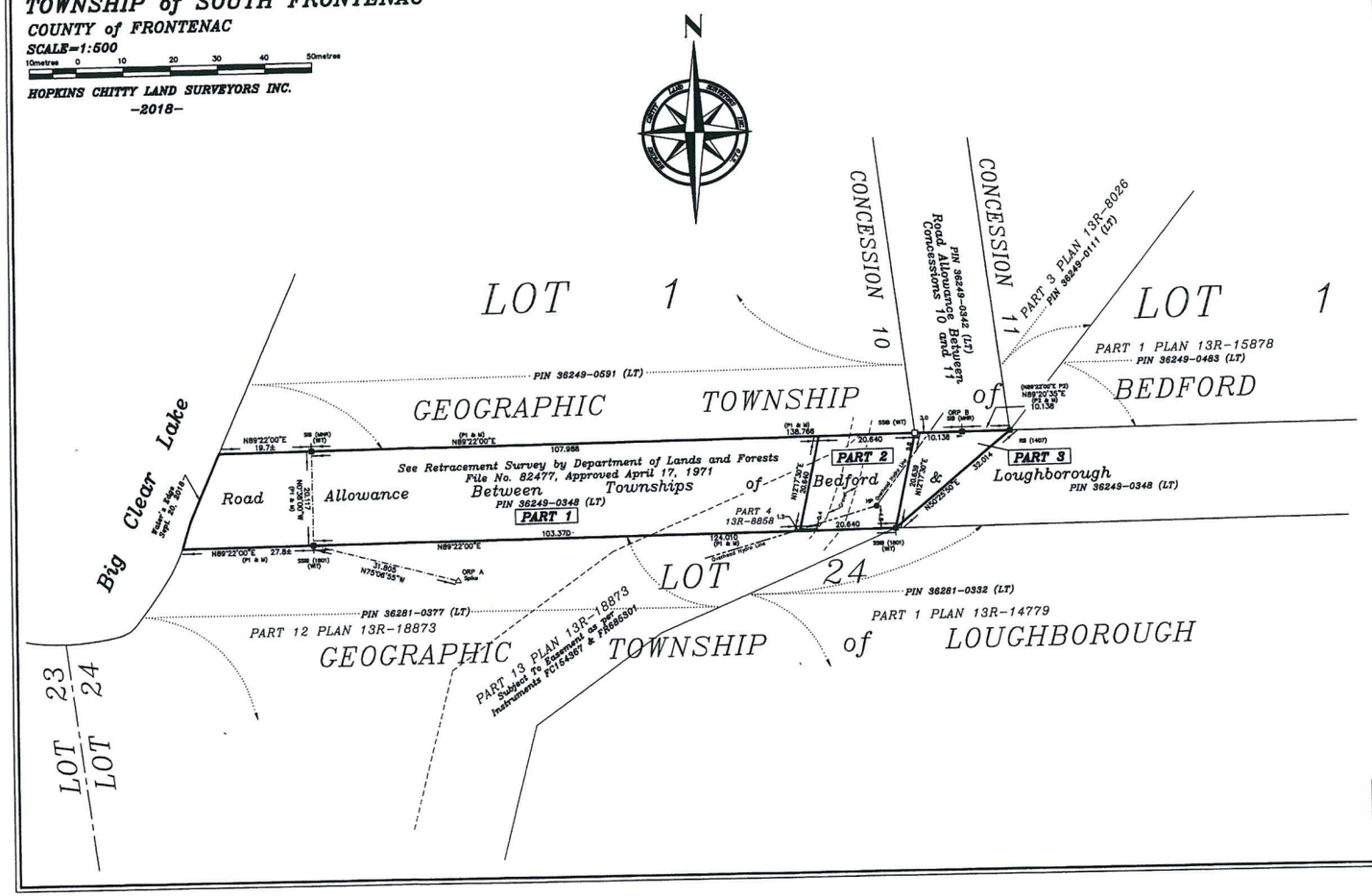
# PLAN of SURVEY of
## PART of the ROAD ALLOWANCE BETWEEN the GEOGRAPHIC TOWNSHIPS OF BEDFORD and LOUGHBOROUGH TOWNSHIP of SOUTH FRONTENAC
COUNTY of FRONTENAC

SCALE=1:500

10metres 0 10 20 30 40 50metres

HOPKINS CHITTY LAND SURVEYORS INC.
-2018-

| SCHEDULE | | |
|---|---|---|
| PART | LOCATION | PIN No. |
| 1 | Part of the Road Allowance Between the Geographic Townships of Bedford and Loughborough | Part of 36249-0348 (LT) |
| 2 | | |
| 3 | | |




I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

DATE: NOVEMBER 12, 2018

PHIL W. CHITTY
ONTARIO LAND SURVEYOR

**PLAN 13R-2915**

RECEIVED AND DEPOSITED

DATE: Dec 10, 2018

Laura Hennup
SIGNATURE

REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF FRONTENAC (No. 13)

OBSERVED REFERENCE POINTS (ORP'S) DERIVED FROM GPS OBSERVATIONS USING PRECISE POINT POSITIONING (PPP) SERVICE, UTM ZONE 18, NAD83 (CSRS) (1997.0)
COORDINATES TO RURAL ACCURACY PER SEC. 14(2) OF O.REG. 216/10

| POINT ID | NORTHING | EASTING |
|---|---|---|
| ORP A | 4932873.37 | 383686.15 |
| ORP B | 4932903.19 | 383793.92 |

COORDINATES CANNOT, IN THEMSELVES BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

BEARINGS ARE UTM GRID, DERIVED FROM MULTIPLE REAL TIME NETWORK (RTN) OBSERVATIONS FROM MONUMENT "A" TO "B", UTM ZONE 18 (76° WEST LONGITUDE) NAD83 (CSRS) (1997.0)

FOR BEARING COMPARISONS, A ROTATION OF 0°58'40" CLOCKWISE WAS APPLIED TO BEARINGS ON 13R-15873

FOR BEARING COMPARISONS, A ROTATION OF 1°00'20" CLOCKWISE WAS APPLIED TO BEARINGS ON 13R-8026

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.9997425

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

**LEGEND:**

SSIB'S PLANTED DUE TO INSUFFICIENT OVERBURDEN

| | | |
|---|---|---|
| -□- | denotes | Planted Survey Monument |
| -●- | " | Found Survey Monument |
| SIB | " | Standard Iron Bar |
| SSIB | " | Short Standard Iron Bar |
| IB | " | Iron Bar |
| IBp | " | Iron Bar (round) |
| RB | " | Rock Bar |
| RPL | " | Rock Plug |
| (WIT) | " | Witness |
| (M) | " | Measured |
| CC | " | Cut Cross |
| (OU) | " | Origin Unknown |
| (HP) | " | Hydro Pole |
| (MNR) | " | Ministry of Natural Resources – O.L.S. |
| (581) | " | Donald C. Smith–O.L.S. |
| (1407) | " | Grange W. Elliott Ltd.–O.L.S. |
| (1801) | " | Hopkins Chitty Land Surveyors Inc.–O.L.S. |
| (P1) | " | Reference Plan 13R-15873 |
| (P2) | " | Reference Plan 13R-8026 |

**SURVEYOR'S CERTIFICATE:**

I CERTIFY THAT:

1. This Survey and Plan are correct and in accordance with the SURVEYS ACT, the SURVEYORS ACT and the LAND TITLES ACT and the REGULATIONS made under them.
2. The SURVEY was completed on the 20th day of September, 2018

HOPKINS CHITTY LAND SURVEYORS INC.

DATE: NOVEMBER 12, 2018

PHIL W. CHITTY O.L.S.

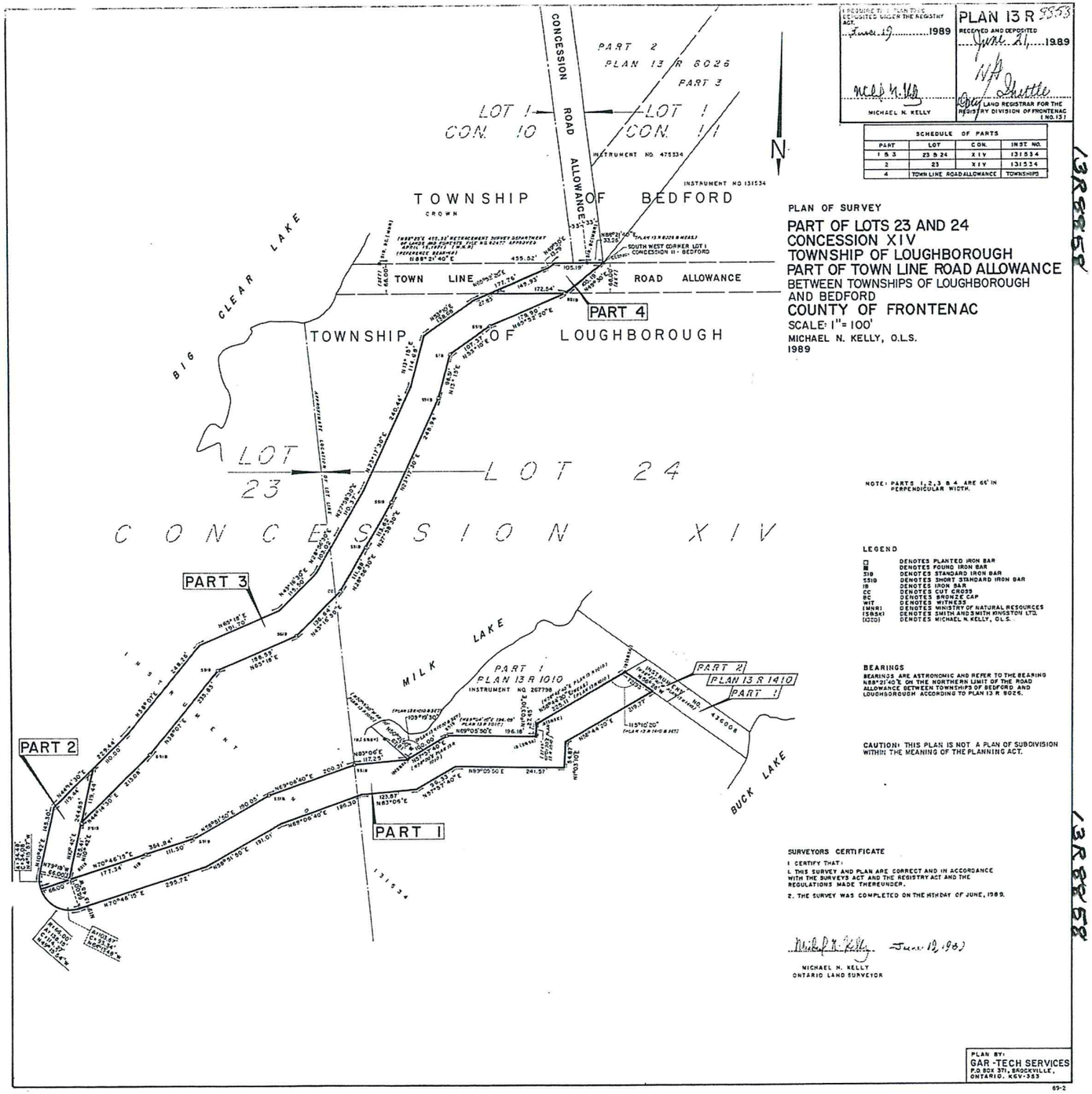
| Party Chief: TJ | Instrument: MX | Checked By: PWC | Plan By: KH |
|---|---|---|---|

HCLS

**HOPKINS CHITTY LAND SURVEYORS INC.**
Ontario Land Surveyors
www.hopkinschitty.com

634-636 NORRIS COURT
KINGSTON, ONTARIO K7P-2R9
Tel (613) 384-9265
Fax (613) 384-3513

PROJECT No. 2018-315
ROAD ALLOWANCE BETWEEN GEOGRAPHIC TOWNSHIPS OF LOUGHBOROUGH & BEDFORD




I PRODUCE THIS PLAN TO BE REGISTERED UNDER THE REGISTRY ACT.

June 19 1989

MICHAEL N. KELLY

PLAN 13 R 8858

RECEIVED AND DEPOSITED

June 21, 1989

LAND REGISTRAR FOR THE REGISTRY DIVISION OF FRONTENAC (NO.13)

| SCHEDULE OF PARTS | | | |
|---|---|---|---|
| PART | LOT | CON. | INST NO. |
| 1 & 3 | 23 & 24 | XIV | 131534 |
| 2 | 23 | XIV | 131534 |
| 4 | TOWN LINE ROAD ALLOWANCE | | TOWNSHIPS |

PLAN OF SURVEY

PART OF LOTS 23 AND 24
CONCESSION XIV
TOWNSHIP OF LOUGHBOROUGH
PART OF TOWN LINE ROAD ALLOWANCE
BETWEEN TOWNSHIPS OF LOUGHBOROUGH AND BEDFORD
COUNTY OF FRONTENAC

SCALE: 1" = 100'

MICHAEL N. KELLY, O.L.S.
1989

NOTE: PARTS 1, 2, 3 & 4 ARE 66' IN PERPENDICULAR WIDTH.

LEGEND

| | |
|---|---|
| □ | DENOTES PLANTED IRON BAR |
| ■ | DENOTES FOUND IRON BAR |
| SIB | DENOTES STANDARD IRON BAR |
| SSIB | DENOTES SHORT STANDARD IRON BAR |
| IB | DENOTES IRON BAR |
| CC | DENOTES CUT CROSS |
| BC | DENOTES BRONZE CAP |
| WIT | DENOTES WITNESS |
| (MNR) | DENOTES MINISTRY OF NATURAL RESOURCES |
| (SBSK) | DENOTES SMITH AND SMITH KINGSTON LTD. |
| (1010) | DENOTES MICHAEL N. KELLY, O.L.S. |

BEARINGS

BEARINGS ARE ASTRONOMIC AND REFER TO THE BEARING N88°21'40"E ON THE NORTHERN LIMIT OF THE ROAD ALLOWANCE BETWEEN TOWNSHIPS OF BEDFORD AND LOUGHBOROUGH ACCORDING TO PLAN 13 R 8026.

CAUTION: THIS PLAN IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF THE PLANNING ACT.

SURVEYORS CERTIFICATE

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT AND THE REGISTRY ACT AND THE REGULATIONS MADE THEREUNDER.
2. THE SURVEY WAS COMPLETED ON THE 9TH DAY OF JUNE, 1989.

Michael N. Kelly June 12, 1989

MICHAEL N. KELLY
ONTARIO LAND SURVEYOR

PLAN BY:
GAR-TECH SERVICES
P.O. BOX 371, BROCKVILLE, ONTARIO, K6V-5S3

69-2

13R8858

13R8858

Attachment #4

# REPORT TO COUNCIL

# PUBLIC SERVICES DEPARTMENT

**AGENDA DATE:** **April 2, 2019**

**SUBJECT:** **Lighting Retro-Fit, Keeley Road Garage & Administration Office**

## RECOMMENDATION:

That Council approves the quotation of Lighting FX for the supply of lighting fixtures in the amount of $33,996.11 and the quotation of True Electric at an hourly rate of $55.00 per hour for the installation of the fixtures for the lighting retrofit project for the Keeley Road Garage and Administrative office.

## BACKGROUND:

As part of the Energy Retro-fit Program, the Keeley Road site was chosen to be retro-fitted next due to the high consumption of electricity. Staff requested quotes from four lighting wholesalers and their prices are listed below:

| Vendor | Fixture Costs (not including HST) |
|---|---|
| Westburne Rexel Group | $35,785.00 |
| Guillevin | $36,000.00 |
| Lighting FX | $33,996.11 |
| Daltco | No Bid Submitted on time |

Public Services uses this type of pricing method for certain projects, purchasing directly from the wholesalers rather than through the contractors, to achieve wholesale prices without mark up on the product. The fixtures that were selected for quotation were based on the approved Save-ON-Energy fixtures eligible for rebate.

Public Services then asked for quotes from local contractors to install the product (lighting fixtures). Hourly rate quotes were received by the following contractors.

| Vendor | Hourly Rate |
|---|---|
| True Electric | $55.00 |
| Bay Electric | $55.00 |
| Copperwood Electric | $74.00 |

REPORT TO COUNCIL

PUBLIC SERVICES DEPARTMENT

True Electric has the most experience with the Keeley site (electrical system) and has been the Vendor of Record over the past several years when electrical repairs are required. It is anticipated to take approximately two weeks to complete the project.

## FINANCIAL CONSIDERATIONS:

The 2019 capital budget provides for $50,000 in Energy retrofits including a 2018 carryover. The project is to be funded from Federal Gas Tax Funds. The budgeted funds will be sufficient to meet the costs of this project.

Save-ON-Energy total estimated participant rebate for this project is $5,790.00 with a total assumed energy savings of 77,739.158 (KWh) annually.

## ATTACHMENTS: N/A

**Submitted/approved by:**

**Mark Segsworth P. Eng.**
**Director, Public Services**

**Prepared by:**

**Jamie Brash, Supervisor**
**Facilities & Solid Waste**

# REPORT TO COUNCIL

# PUBLIC SERVICES DEPARTMENT

**AGENDA DATE:** April 2, 2019

**SUBJECT:** Perth Road at Northway True Valley Hardware

---

## RECOMMENDATION:

That Council endorse the Public Services Committee recommendation to authorize staff to undertake design work for a proposed intersection on Perth Road at Northway True Value Hardware at a cost of up to $50,000.00 with funding reallocated from the Perth Road/Old Boy Road project on hold in the 2019 Capital Budget.

## ANALYSIS:

A study of the Perth Road Corridor from Rutledge Road to Spooner Road was completed in 2016. The objective of this study was to provide the Township with a high level corridor improvement plan taking into account the future impacts to the transportation network from background growth and planned developments. This study has formed the basis upon which traffic impact studies from future developments will be measured against.

With regards to the Willowbrooke Estates Development and the Northway True Value Hardware the report states. “The existing access to Northway Home Hardware should be reviewed to identify opportunities to redesign the access to limit conflicts between vehicles entering /exiting the residential subdivision and the commercial parking lot.

However, anecdotally the access to the commercial parking lot at Northway is becoming more problematic and improvements are required sooner. As these improvements were originally intended to occur later in conjunction with additional development work within the Perth Road ROW, design work was not included in the 2019 Capital Budget.

This issue was brought forward at the March 21, 2019 meeting of the Public Services Committee.

## FINANCIAL CONSIDERATIONS:

In consultation with the Treasurer it was felt that the design work for intersection improvements on Perth Road at Northway could be funded from the Asset Investment Reserve and be included as part of the overall 2020 Linear Asset Capital Budget submission. However, the Public Services Committee recommended reallocation from the Perth Road/Old Boy Road project identified in the 2019 Capital Budget.

There will be some efficiencies to be gained if this proposed assignment is undertaken in conjunction with design work for other intersection improvements adjacent to this intersection (Moreland-Dixon and Davidson).

The cost estimate is in the neighborhood of $25,000.00 to $50,000.00.

**Submitted/approved by:**

Mark Segsworth, P. Eng.
Public Service Director

# REPORT TO COUNCIL

## PUBLIC SERVICES DEPARTMENT

# REPORT TO COUNCIL

# PUBLIC SERVICES DEPARTMENT

**AGENDA DATE:** April 2, 2019

**SUBJECT:** Household Hazardous Waste Depot-Use by Central Frontenac

---

## RECOMMENDATION:

That Council endorse the Public Services Committee recommendation to direct staff to develop an arrangement with Central Frontenac for their residents to utilize our Household Hazardous Waste Depot for disposing of their hazardous waste, subject to the condition that all costs incurred are 100% recovered.

## ANALYSIS:

Staff have been approached by staff from Central Frontenac about the possibility of their residents utilizing our HHW Depot.

Our depot located at 2491 Keeley Road is approved to receive a long list of hazardous, electrical & electronic wastes and hay bale wrap from County of Frontenac, City of Kingston, Loyalist Township, Stone Mills Township, Township of Rideau Lakes, Tay Valley Township, Addington Highlands, Lanark Highlands and Leeds & The Thousand Islands.

In consultation with our contractor, Brendar, there is capacity to accommodate more traffic and waste volume but there is a limit. There may be some value in seeing what interest there may be in our service area for a more Regional Transfer Station, on the understanding of no additional cost to South Frontenac.

This issue was brought forward to the March 21, 2019 Public Services Committee meeting.

## FINANCIAL CONSIDERATIONS:

There are a couple of approaches for payment that can be explored. A price per vehicle similar to what was available to South Frontenac residents at the City of Kingston's HHW depot prior to the establishment of our own or billing Central Frontenac quarterly or annually based on tracking what their residents bring in.

## Submitted/approved by:

**Mark Segsworth P. Eng.**
**Director, Public Services**

# REPORT TO COUNCIL

# PUBLIC SERVICES DEPARTMENT

**AGENDA DATE:** April 2, 2019

**SUBJECT:** Linear Construction Projects

---

## RECOMMENDATION:

That Council endorse the Public Services Committee recommendation that Staff be authorized to discuss with adjacent landowners potential land acquisitions for road widening, where necessary, on the understanding that any property acquisitions are subject to Council Approval.

## ANALYSIS:

The Township of South Frontenac's Public Services are responsible for over $6,000,000.00 per year in linear construction. From time to time, additional property is required for road widening, improved visibility and other related issues.

Generally, the property required is limited in size and does not involve significant costs in terms of surveying, legal and land. Staff are looking for authority from Council to have informal discussions with landowners on potential property acquisitions as opposed to seeking authority on each project.

It is understood that Council ultimately approves any land acquisition. This issue was brought forward to the March 21, 2019 Public Services Committee meeting.

## FINANCIAL CONSIDERATIONS:

Minor cost estimates are included in the project's budget for land acquisition, if necessary. Staff have been using a figure of approximately $5,000.00 per acre over the years in discussions with property owners.

**Submitted/approved by:**

Mark Segsworth, P. Eng.
Public Service Director

REPORT TO COUNCIL

PUBLIC SERVICES DEPARTMENT

**AGENDA DATE: April 2, 2019**

**SUBJECT: Gilmour Point Washrooms/Change House/Shelter**

## RECOMMENDATION:

That Council release the Gilmour Point Washroom/Change House/Shelter funds on hold in the 2019 Capital Budget.

## BACKGROUND:

Staff and the Storrington District Recreation Committee have been working for the past few years on the development of a Washroom/Change House/Shelter for Gilmour Point. (See Attachments)

It is anticipated that construction will begin after Labour Day, 2019.

## FINANCIAL CONSIDERATIONS:

The 2017 and 2018 approved Capital Budgets included amounts of $20,000 and $150,000 respectively for this project. An additional amount of $280,000 was included in the 2019 Capital Budget submission.

A cost estimate has been prepared by Hughes Downey Architects for this project. An estimated cost of $225,000 to $250,000 plus HST would include:

- Mechanical/Electrical
- Ventilation
- Lighting
- Power
- Building

The estimate does not include septic, well and pump system or electrical service to the building. These costs will fall within the overall budget for the project.

A cost estimate for design, construction specifications, tender preparation and contract administration will be provided at the meeting.

## ATTACHMENTS:

- Proposed Site Plan
- Artist Rendition

**Submitted/approved by:**

**Mark Segsworth P. Eng.**
**Public Works Manager**

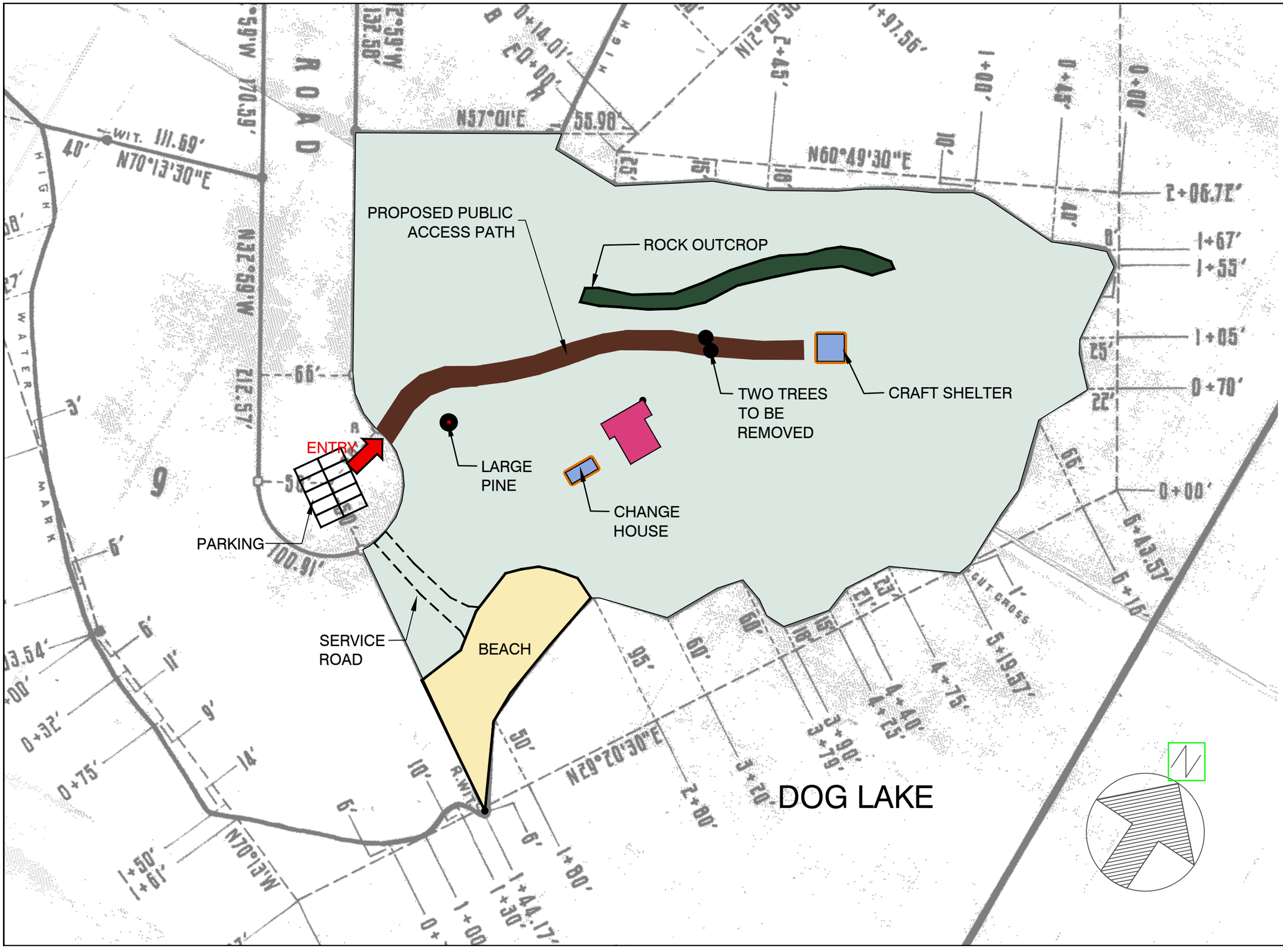
REPORT TO COUNCIL

PUBLIC SERVICES DEPARTMENT



PROPOSED GILMOUR POINT WASHROOM / CHANGEHOUSE / SHELTER

DOG LAKE SOUTH FRONTENAC DATE: JANUARY 2019 HUGHES DOWNEY Architects, Kingston Ontario




**HUGHES DOWNEY ARCHITECTS**

CERTIFICATE OF PRACTICE 3869
82 Oak Point Road, Wolfe Island
Ontario, K0H 2Y0
T (613) 544-9183

bruce@hughesdowney.ca

THESE DOCUMENTS ARE THE PROPERTY OF THE ARCHITECT AND ARE NOT TO BE USED WITHOUT REFERING TO THE ARCHITECT. DRAWINGS ARE NOT TO BE SCALED AND ARE TO BE READ IN CONJUNCTION WITH ALL OTHER CONSULTANTS' DOCUMENTS.

**PRELIMINARY**
NOT FOR CONSTRUCTION

| # | DATE | REVISION DETAILS |
|---|---|---|
| 1 | | |

PROJECT
SOUTH FRONTENAC
GILMOUR POINT BLDG.

DRAWING
PROPOSED SITE PLAN

DRAWN BY C. BEACH
DATE FEB. 21, 2019
SCALE 1/64"=1-0"
JOB NO. 17-26
DWG. NO. A-1
REV. NO.

# Report to Council

## OFFICE OF C.A.O.

**AGENDA DATE:** April 2, 2019

**SUBJECT:** Request from Councillor Sutherland

**RECOMMENDATION:**

Moved that the Township of South Frontenac believes that growth should pay for itself through development charges, and

That development services charges are critical to help pay South Frontenac pay for needed new infrastructure to accommodate growth, specially, roads and fire halls, and

Further, that any changes to development fees that would move new development water servicing costs to water rates would have significant negative effect on water system users, particularity those on small water systems like in South Frontenac, and also adding a significant block to further developmental in our hamlets, and

Further be it resolved that these motions be sent to the Premier of Ontario, the Minister of Municipal Affairs, the Leader of the Opposition, the AMO and other Ontario municipalities.

**BACKGROUND:**

On March 21, by email, Councillor Sutherland requested that the above noted resolution be brought forward to Council for consideration.

While this is outside of Council's Procedural Bylaw, Council may wish to consider this in a manner similar to a Notice of Motion.

By-Law 2017-76 establishes the process for Notice of Motion. A notice of motion requires a seconder at the next regular Council meeting. If seconded, the motion is debated and then voted upon.

**FINANCIAL / STAFFING IMPLICATIONS**

N/A

**ATTACHMENTS**

Region of Peel Flyer

**Submitted/approved by:**

Wayne Orr, CAO

**Prepared by:**

Wayne Orr, CAO

**Councillor Sutherland Request for Council Agenda**

Moved that the Township of South Frontenac believes that growth should pay for itself through development charges, and
that development services charges are critical to help pay South Frontenac pay for needed new infrastructure to accommodate growth, specially, roads and fire halls, and

Further, that any changes to development fees that would move new development water servicing costs to water rates would have significant negative effect on water system users, particularity those on small water systems like in South Frontenac, and also adding a significant block to further developmental in our hamlets, and

Further be it resolved that these motions be sent to the Premier of Ontario, the Minister of Municipal Affairs, the Leader of the Opposition, the AMO and other Ontario municipalities.

Also could you attached this flyer from Peel Region outlining their concerns about the removal of development charges, thanks, Ross.

## Stop the Water Bill Increase Before It's Too Late



# The provincial government may be considering some significant changes. These changes will raise your water bill to pay for water and wastewater to new houses.

When land developers build new developments, such as houses and other real estate, they pay fees to municipalities. These fees are called development charges, or "DCs" for short.

The provincial government is exploring changes to DC legislation. These changes may eliminate DCs.

# Why do DCs matter?

DCs are critical funds for the Region of Peel.

The money we get from DCs pays for the things we need to support Peel's growing community, such as:

- water and wastewater treatment plants and watermains
- roads
- new paramedic and police facilities
- affordable housing

# Why should you care?

If developers stop paying us these fees, we will have no choice but to ask new and existing homeowners to pay instead.

**How will Peel homeowners pay for this?**

If you own a home, **your water bill could increase by as much as $500 per year**. This change will also affect businesses in Peel.

# Act today!

We don't think this increase is fair, and we don't want it to happen.

Help stop the water bill increase. By sharing your concerns with your MPP about a potential water bill increase, you can help influence the government officials who are making decisions about changes to legislation related to DCs.

**BELLROCK HALL FEB 21, 2019**

**Present:** Debbie Twiddy, Celine Hayes, Cynthia Chapman, Gina Ritchie, Ray Leonard.
**Minutes Jan 10 2019 :** Accepted Gina/Cynthia

**Treasurer:** Income Jan—Feb: Euchre $106.50; Yoga $70; Longsword $135; Rentals $40; VON honorarium $150; calendar sales $140.
Income **TOTAL: $641.50**
Expenses: Propane: $981.30 (2 months); Snow removal $125; Water Test $87.60 Expenses
**TOTAL EXPENSES: $1193.90 plus fixed monthly expense of $301.30** for taxes/insurance
*Bank Balance***:** P. Cash $1052.50; Bank balance $4299.87 Township account:$275.76

*Other expenses/upcoming bills:* Hydro $91.56 withdrawn Jan 15 but not avail. from township statement.
Ongoing monthly insurance bill: $181.30; Ongoing monthly tax bill: $120.
So, our fixed monthly expenses are **$301.30** per month for taxes+insurance.

**Water testing** was done on Jan 17, 2019 and it passed.

**Insurance Liability**: Cynthia investigated. Township insurance does not cover the property itself and covers liability only for people who are part of the hall committee or any tradesperson working here. Our private insurance (paid for by BellRock committee) has to cover property and liability for attendees at events.
**Liquor events:** There are two permit categories:

1. For a private event at which alcohol is served but not sold. This is called a "Special Occasion Permit for Private Function"
    a. They have to go and get their own license.
    b. Only one person can provide the liquor. They cannot sell any liquor.
    c. They have to provide receipts to the LLBO.
    d. The permit must be posted at the hall during the event.
    e. Application for license must be made at least 30 days before the Fee is $35. Insurance covering the hall is part of the liquor permit
    f. No home-made alcohol allowed. Glasses must be plastic or paper.
2. For an event at which liquor is sold. This permit has many more rules and stipulations; the fees are higher, too. To be investigated if we decide to run an event and sell alcohol as part of it.

**Hall Insulation, lights:** Not heard back from Terry about installation plans

**Mouse control:** Since bait was put down mouse population has decreased.

**Chairs:** Old chairs, etc. that need to be discarded from backstage: Ray will take a trailer-load of the junk from back-stage away for us.

**Furnace Filter:** Changed tonight. Celine will pick another one up. 16”x25” x 1” is the size.
**Upcoming bookings:** Mar 10 birthday, 23 birthday (Tennant) Apr. 13 KFN, May 24 wknd. Sparks.

**Upcoming fund-raisers/community events:**
*Authors’ night*—Celine to contact the authors: has a confirmation from Diane Creber and Mick Hefferon. Other authors to be asked—date to be decided—sometime in April.
*Village pot-luck:* Sometime in March. Gina to give us a date after talking to Stan.
*Terry’s band (Porch Pilots):* Ask Terry for a date. Cynthia suggests our renting a sign. Flyers to be distributed in mailboxes. Sign at Asselstine’s. Get hold of Mark Sigsworth; ask about road location for a sign if it is a rented one. Cynthia and Celine to get a date from him.
*Fish Fry? Mundell’s* : Debbie to get details to present at next meeting.

**Next meeting March 21, 2019.**

# Township of South Frontenac

**By-Law Number 2019-20**

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**Being a by-law to amend By-Law Number 2003-75, as amended, to rezone severed lands from Rural (RU) Zone to site specific Limited Service Residential Waterfront (RLSW-122) and rezone retained lands from Rural (RU) Zone to Limited Service Residential Waterfront (RLSW), Part Lot 25, Concession 13, District of Loughborough, Township of South Frontenac: Robert Rice.**

**WHEREAS** pursuant to the provisions of the Section 34 of the *Planning Act*, RSO 1990 as amended, the Council of a Municipality may enact by-laws regulating the use of land and the erection, location and use of buildings and structures thereon;

**AND WHEREAS** By-law 2003-75 being the Zoning By-law regulates the use of land and the erection, location and use of buildings and structures within the Township of South Frontenac;

**AND WHEREAS** the Council of the Corporation of the Township of South Frontenac considered all written and oral submissions received on this application, the effect of which helped Council make an informed decision;

**NOW THEREFORE,** the Council of the Corporation of the Township of South Frontenac by its Council, hereby enacts as follows:

1. THAT Schedule "B", to Zoning By-law Number 2003-75 as amended, is hereby further amended by changing the zoning Rural (RU) Zone to site specific Limited Service Residential Waterfront (RLSW-122) (severed lands – S-59-18-L) and from Rural (RU) Zone to Limited Service Residential Waterfront (RLSW) (retained land – S-59-18-L) for those lands shown on the attached map designated as Schedule “1”.

2. THAT Zoning By-law Number 2003-75 as amended, is hereby further amended by adding a new section RLSW-122 (Part Lot 25, Concession 13, District of Loughborough – severed parcel S-59-18-L), to read as follows:

   **RLWS-122 (Part Lot 25, Concession 13, Loughborough District – Rice – severed parcel S-59-18-L)**

   Notwithstanding the provisions of Section 10, or any other provision of this By-law to the contrary, on lands zoned Limited Service Residential-Waterfront Zone 122, the following provision applies:

   Zone regulations

   a. Setback from highwater mark or floodline of a waterbody (Minimum)

      | | | |
      |---|---|---|
      | i) | Buildings | 45 metres (197ft.) |
      | ii) | Septic | 36 metres (118ft.) |

   All other provisions of this by-law shall apply.

3. THIS BY-LAW shall come into force in accordance with Section 34 of the Planning Act, 1990, as amended, either upon the date of passage or as otherwise provided by said section 34.

**Dated at the Township of South Frontenac**
**this 2nd day of April, 2019.**

**Read a first and second time this 2nd day of April, 2019.**

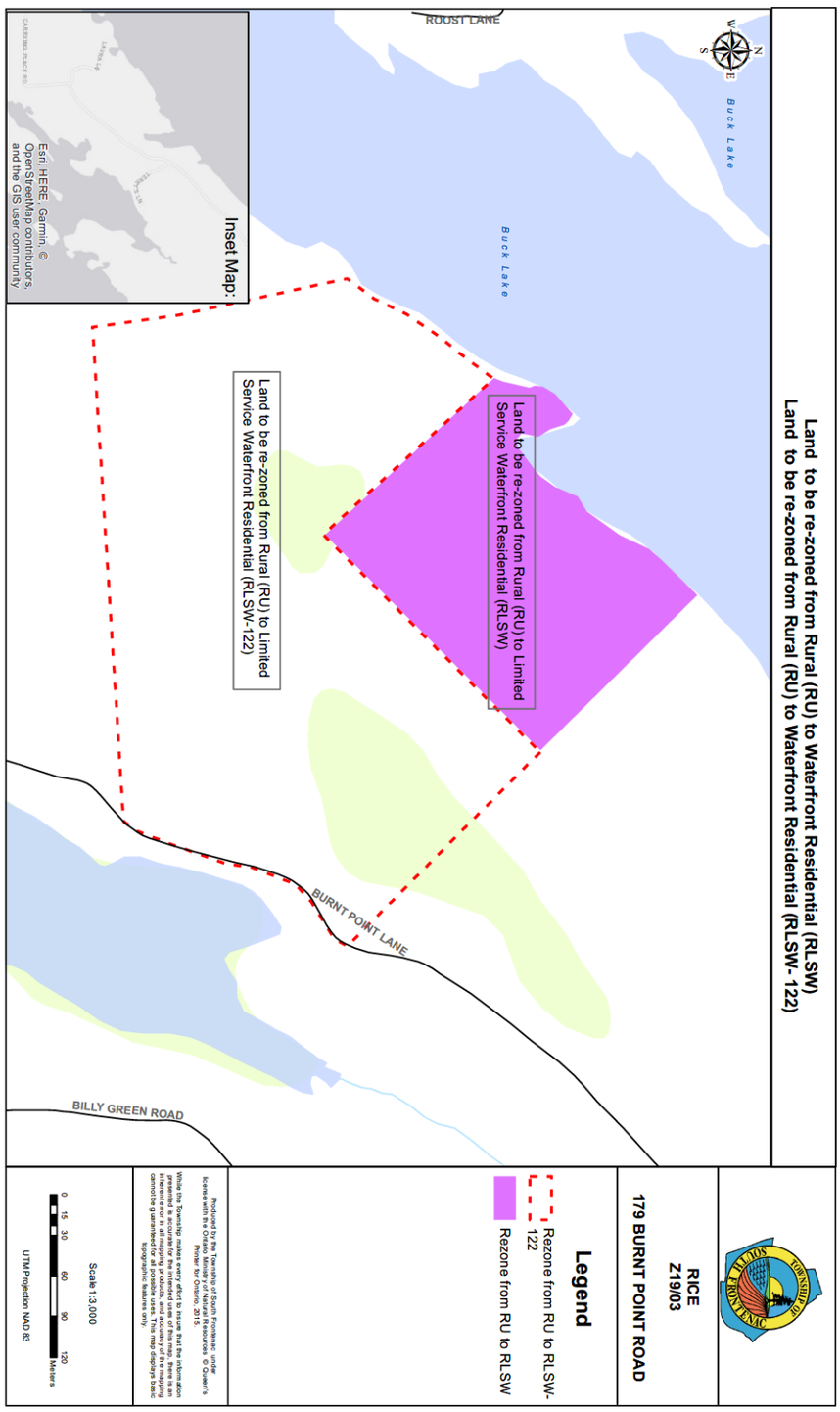
**Read a third time and finally passed this 2nd day of April, 2019.**

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

_____
**Ron Vandewal, Mayor**

_____
**Angela Maddocks, Clerk**

## Schedule 1




**This is Schedule "1" to By-law No. 2019-20**

**Passed this 2nd day of April, 2019**

**MAYOR**_____

**CLERK**_____

# Township of South Frontenac

**By-Law Number 2019-21**

**Being a by-law to amend By-Law Number 2003-75, as amended, to rezone land from Rural (RU) Zone to the Special Limited Services Residential – Waterfront (RLSW-65) Zone, Part Lot 6, Concession 3, District of Bedford, Township of South Frontenac: Joan McGowan**

**WHEREAS** pursuant to the provisions of the Section 34 of the *Planning Act*, RSO 1990 as amended, the Council of a Municipality may enact by-laws regulating the use of land and the erection, location and use of buildings and structures thereon;

**AND WHEREAS** By-law 2003-75 being the Zoning By-law regulates the use of land and the erection, location and use of buildings and structures within the Township of South Frontenac;

**AND WHEREAS** the Council of the Corporation of the Township of South Frontenac considered all written and oral submissions received on this application, the effect of which helped Council make an informed decision;

**NOW THEREFORE,** the Council of the Corporation of the Township of South Frontenac by its Council, hereby enacts as follows:

1. This by-law shall apply to the severed lands being a lot addition created through consent application S-97-18-B. The lands are located in Part Lot 6, Concession 3, District of Bedford, Township of South Frontenac, municipally known as Second Heaven Lane.

2. THAT Schedule "D", to Zoning By-law Number 2003-75 as amended, is hereby further amended by changing the zoning from Rural (RU) Zone to the Special Residential Limited Service Waterfront (RLSW-65) Zone for those lands shown on the attached map designated as Schedule “1”.

3. THIS BY-LAW shall come into force in accordance with Section 34 of the Planning Act, 1990, as amended, either upon the date of passage or as otherwise provided by said section 34.

**Dated at the Township of South Frontenac**
**this 2nd day of April, 2019.**

**Read a first and second time this 2nd day of April, 2019.**

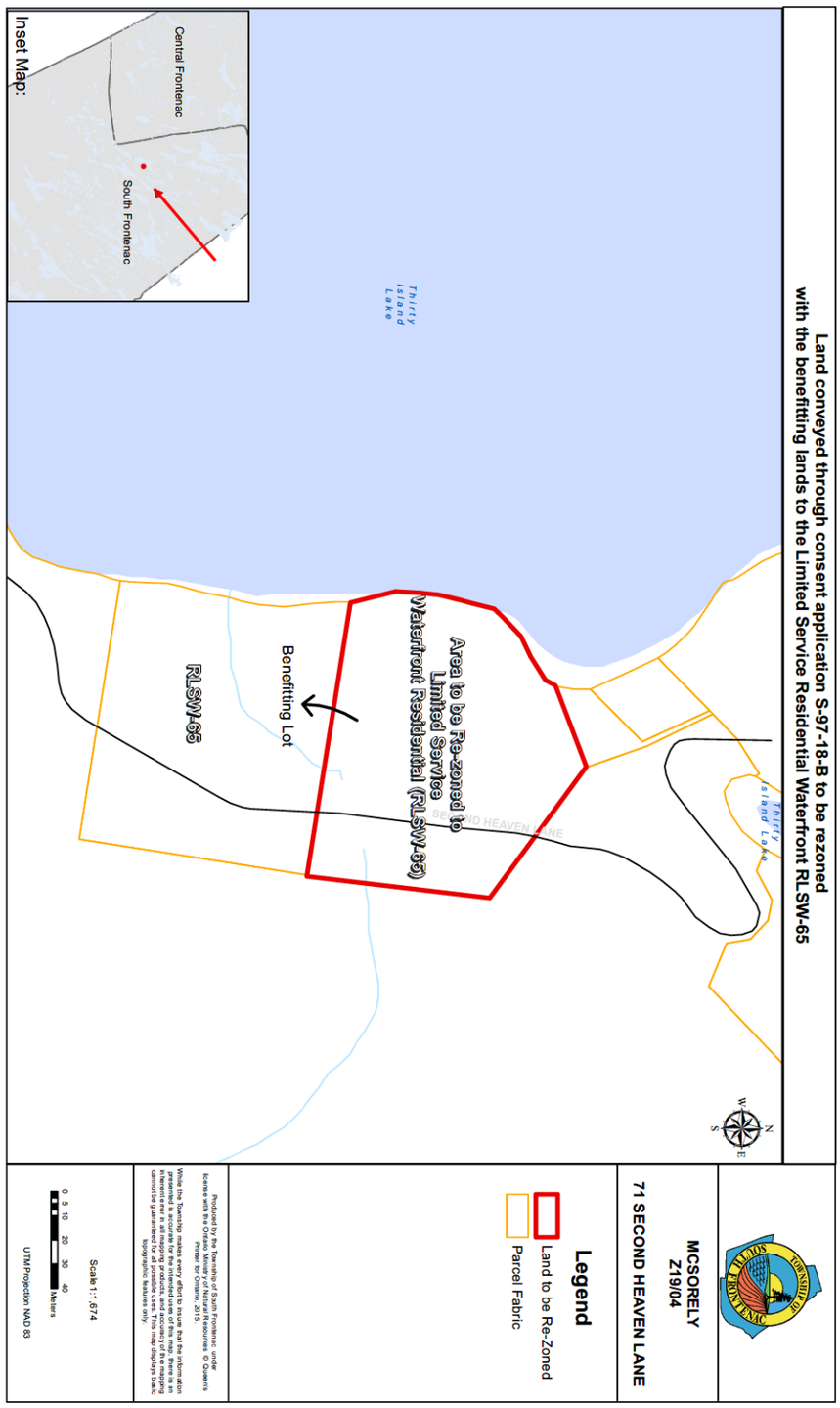
**Read a third time and finally passed this 2nd day of April, 2019.**

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

_____
**Ron Vandewal, Mayor**

_____
**Angela Maddocks, Clerk**

## Schedule 1




**This is Schedule "1" to By-law No. 2019-21**

**Passed this 2nd day of April, 2019**

**MAYOR**_____

**CLERK**_____

**TOWNSHIP OF SOUTH FRONTENAC**

**BY-LAW NUMBER 2019-22**

**BEING A BY-LAW TO AUTHORIZE THE MAYOR AND THE CLERK TO EXECUTE A SUBDIVISION AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC AND PITTSBURGH BUILDING & ENERGY SYSTEM INC.**

**WHEREAS** a Subdivision Agreement has been prepared to the satisfaction of the Township of South Frontenac;

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

1. **THAT** the Mayor and the Clerk are hereby authorized to execute a Subdivision Agreement between the Corporation of the Township of South Frontenac and Pittsburgh Building & Energy System Inc., a copy of which is attached hereto forming part of this by-law.

2. **THAT** this By-law and Agreement shall be registered on title of the properties described as Part of Lots 14 & 15, Concession 8, Geographic Township of Loughborough, Township of South Frontenac, County of Frontenac, described as Lots 1-5, and Blocks 6 & 7, McFadden Road.

3. THIS BY-LAW shall come into force and effect in accordance with section 51 of the Planning Act 1990, either upon the date of passage or as otherwise provided by the said section 51.

Dated at the Township of South Frontenac this second day of April 2019.

Read a first and second time this second day of April, 2019.

Read a third time and finally passed this second day of April, 2019.

THE CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC

_____
Ron Vandewal, Mayor

_____
Angela Maddocks, Clerk

**TOWNSHIP OF SOUTH FRONTENAC**

**BY-LAW NUMBER 2019-23**

**BEING A BY-LAW TO STOP UP, CLOSE AND SELL A PORTION OF AN UNOPENED ROAD ALLOWANCE THAT FORMS THE BOUNDARY BETWEEN LOT 1, CONCESSIONS X AND XI BEDFORD DISTRICT AND LOT 24, CONCESSION XIV IN LOUGHBOROUGH DISTRICT, SUBJECT TO A RIGHT-OF-WAY: STEPHANIE BAXTER/PECK**

---

**WHEREAS**, the Municipal Council of the Township of South Frontenac may pass a by-law to stop up, close and sell any highway or part thereof pursuant to the Municipal Act, section 34(1):

**AND WHEREAS** Council is prepared to waive the requirements under the Township of South Frontenac's Notice By-law No. 2016-73, Council of the Corporation of the Township of South Frontenac exempted the advertising of the proposal to close the said road allowance;

**AND WHEREAS** the said road allowance is not used as a publically travelled road;

**AND WHEREAS** no objections have been received to the road closing;

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

**1.** **THAT** by-law 2018-80 hereby be repealed and replaced with by-law 2019-23.

2. **THAT** the portion of road allowance between the geographic townships of Bedford and Loughborough described as Part 1, Reference Plan 13R21915, save and except Part 4 of Reference Plan 13R8858, shall be stopped up and closed and ownership transferred to the abutting property-owner to the south in Part of Lots 23 and 24, Concession XIV, District of Loughborough;

3. **THAT** the Mayor and Clerk are hereby authorized and directed to execute such documents as are required; and

4. **THAT** this By-law shall come into force and take effect upon registration of this By-law.

**Dated at the Township of South Frontenac this Second day of April, 2019.**

**Read a first and second time this Second day of April, 2019.**

**Read a third time and finally passed this Second day of April, 2019.**

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

_____
**Ron Vandewal, Mayor**

_____
**Angela Maddocks, Clerk**

# REPORT TO COUNCIL

# DEVELOPMENT SERVICES DEPARTMENT

**AGENDA DATE:** April 2, 2019

**REPORT DATE:** March 27, 2019

**SUBJECT:** Status of Plans of Subdivision and Condominium in South Frontenac

## RECOMMENDATION:

THAT the Council receive this report for information regarding the status of plan of subdivision and condominium development across South Frontenac.

## BACKGROUND:

This report outlines at a high level the current plans of subdivision and condominium that are currently active in the Township. This report was provided to the Development Services Committee at the March 25, 2019 meeting. Development Services Committee directed staff to forward a copy of this report to Council for information.

The original report provided to the Development Services Committee has been updated based on discussion from the March 25, 2019 meeting.

Stages of Development

Plans of subdivision and condominium generally fall one of into 4 categories:

- Pre-application
- Application Review
- Draft Approved
- Final Approved

Attachment 1 – Currently Active Subdivisions and Condominium Map outlines the location and status of each subdivision and condominium in the Township.

Pre-application

Different activities involving Township staff occur at each stage. In the Pre-application stage staff time is spent with the applicant providing feedback on the proposal, determining required studies, reviewing draft studies, liaising with consultants, the County and agencies. This stage regularly involves staff from both Development Services & Public Services.

Application Review

During the Application Review stage Township staff are involved in reviewing the application, supporting studies, participating in public meetings, fielding public inquiries, developing draft plan conditions and preparing reports for Township Council. This stage ends for the Township when conditions are forwarded to the County for consideration in the County's decision on granting draft plan approval. Again, this stage actively involves Development Services staff working with Public Services staff, the County and agencies. Often zoning by-law amendments are processed concurrently with plans of subdivision/condominium applications during this stage. Township Council is the approval authority for zoning by-law amendments.

Draft Approved

During the Draft Approval stage, a subdivision and condominium the developer is primarily working with Township staff to fulfill the conditions of draft plan approval. The developer may also work with other agency staff to fulfill conditions including the

Conservation Authority, Ministry of Natural Resources and Public Health. A significant condition is the preparation and execution of a development agreement that ultimately gets registered on the title of the lands and binds the activities and obligations of future owners. The County usually provides the developer 3 years to complete draft plan approval. Under the Planning Act, developers have a right to apply to the County to extend draft plan approval.

Final Approved

The Final Approval stage begins when the Township, and other clearance agencies (e.g. the Conservation Authority and Public Health) provide the County with letters indicating the conditions of draft plan approval has been met to our satisfaction. The County issues final approval. Work for Township staff continues following final approval as it is once final approval is granted that lots can be sold and work begins on the facilities located within the subdivision/condominium. Township staff are required to ensure the developer meets the conditions of the development agreement including payment of cash-in-lieu of parkland, payment of securities, development of roads to Township standards, the construction of stormwater management facilities, deal with the assumption of roads, etc. Securities are only collected if final approval is obtained. This stage of the process involves the coordinated resources of the Development Services, Public Services and Treasury Departments.

A significant responsibility of the Director of Development Services is to monitor the status of active applications, assist in moving them through the approvals process and keep Council apprised of the status of these applications at different points in the approvals process. The Director of Development Services will be the central contact point for fulfilling conditions of development moving forward.

Further information is outlined below providing a high level overview of the approval process for plans of subdivision and condominiums.

**Basic Plan of Subdivision and Condominium Process**

The below steps are a basic outline of the plan of subdivision and condominium process. Note not all detailed steps are included:

1. **Before applying**
   - Pre-consultation with applicant, Township and County Staff
   - Outline what is required for a complete application

2. **Submit complete application to the County**
   - Include fees, application, draft plan and any required reports

3. **County reviews application and determines if "complete application", in consultation with Township**
   - County circulates application to agencies, Township and the public.
   - County holds a Public Meeting.

4. **Township & Agencies prepares draft plan conditions**
   - Township staff prepare report and draft plan conditions for Council endorsement

5. **Decision on Draft Approval**
   - The County makes a decision on draft approval – either to approve with conditions or refuse. The County includes Township and Agency conditions in the decision.

REPORT TO COUNCIL

DEVELOPMENT SERVICES DEPARTMENT

6. **Notice of Decision**
   - Provided to applicant, local municipality and any persons requesting notification
   - 20 day appeal period to file an appeal with the Local Planning Appeal Tribunal

7. **Developer Fulfills Conditions of Draft Plan Approval**
   - Developer primarily works with the Township and Agencies (e.g. Public Health and Conservation Authority) to fulfill conditions of draft plan approval.
   - Township requires the developer enter into an agreement that is registered on title of the property and stipulates the details of development for future owners.
   - Township normally requires securities to be submitted and cash in lieu of parkland paid.
   - Typically the developer has 3 years to fulfill conditions, but can also apply to the County to extend draft plan approval under the Planning Act.

8. **Final Approval of Plan**
   - Township and agencies provide a clearance letter advising the County that conditions of draft plan approval are fulfilled.
   - Once all conditions fulfilled, the County can issue final approval.

9. **Registration of Plan of Subdivision**
   - Securities are collected.
   - Lots/units may be sold.
   - Building permits may be obtained.
   - Construction of works (roads, stormwater management facilities, etc.) begins.
   - The Township is responsible to enforce subdivision/condominium agreements.

**Status of Plans of Subdivision and Condominium in South Frontenac**

**<u>Current Plans of Subdivision</u>**

1. **Marshall Subdivision** – McFadden Rd. at Norway Rd. Loughborough District

5 lots proposed:

- Received Draft Plan Approval in February 2018.
- Municipality has prepared draft plan of subdivision agreement
- Awaiting developer to agree to terms of agreement then will bring to Council
- Anticipated to have the development agreement signed by developer shortly and brought to Council in April.

2. **Valleyview Estates** (Rob Morgan), Loughborough District (Sydenham) -

21 lots created:

- Subdivision agreement was entered into in 2012. The majority of lots have been built on.
- Securities are in place for remainder of works.
- Proposal to create a residential six-plex rental housing development on one of the last lots within the Valley View Estates Plan of Subdivision. Zoning is already in place. Currently going through site plan review process.

3. **Willowbrook Estates Phase 1** (Matias) – Storrington District (Inverary) -

7 lots created:

- Subdivision agreement is registered and four houses have been built
- Securities are in place to ensure works are constructed to Township standards.

REPORT TO COUNCIL

DEVELOPMENT SERVICES DEPARTMENT

4. **Brett Campbell Subdivision** – Storrington District (Sunbury)

24 lots proposed:

- Has had 2 pre-consultation meetings at County over past 5 years
- No application submitted – has no status.

5. **Collins Lake Subdivision** – Storrington District Lakefield Drive (Oskar Group)

51 lots proposed:

- Has had pre-consultation meeting at County
- Public meeting held April 5, 2016
- Hydrogeological report peer review recommends denial of subdivision based on private water supply,
- Developers have been conducting new hydrogeological study
- Developers held a public open house October 27, 2017 at Inverary Church
- Developer met with Township Development Services & Public Services staff on March 14, 2019 to give new staff an update on the project.

6. **Roger Ouellette Subdivision** – 2292 Sands Road, Storrington District (Battersea)

15 lots proposed:

- Has draft plan approval
- Has approved zoning
- Applicant passed away and widow has property up for sale.
- Draft plan extension was granted in 2018
- Draft plan approval due to lapse on July 17, 2019
- The property owner may make application to the County to extend draft plan approval.

7. **Lyons Landing Subdivision Phase 2 & 3** – off Lakefield Dr., Storrington District

57 lots created:

- Subdivision is registered and the majority of the lots in phase 2 have been built on.
- $1000.00 parkland cash-in-lieu to be paid to Township per lot when each building permit is issued
- Construction of Phase 3 has begun. The road is under construction.
- Securities are still being held for works.
- Township staff has been working with residents and the developer to address outstanding resident concerns over the condition of the road in Phase 2 and shoreline access.

8. **Hartington Subdivision** - Portland District (Hartington) - Grant

13 lots proposed:

- Application for subdivision submitted to County on November 15, 2013,
- Application for zoning amendment submitted to Township on April 15, 2015
- The plan of subdivision and zoning by-law amendment were appealed to the Ontario Municipal Board.
- LPAT issued a decision in late 2018 approving the plan of subdivision subject to conditions.
- Draft plan approved for 3 years by the Local Planning Appeal Tribunal.

REPORT TO COUNCIL

DEVELOPMENT SERVICES DEPARTMENT

9. **Sandstone Shores -** Campbell

10 lots created:

- Final approved plan of subdivision
- Entered into a subdivision agreement in 2014.
- Majority of lots have been built on already.
- Developer requested the assumption of the road in 2018.
- Township holds securities for this subdivision.

**CURRENT PLANS OF CONDOMINIUM**

10. **Johnston Point Condominium**- off North Shore Rd. Loughborough District, Magenta Waterfront

15 units proposed:

- Application for Vacant Land Plan of Condo and zoning by-law amendment submitted in June 2014.
- Public meeting held on October 7, 2014 and open house held on March 3, 2015
- Applicant appealed to Ontario Municipal Board re lack of decision within 180 days.
- Settlement hearing held on April 4, 2016 – Board orders that Plan of Condominium and zoning by-law amendment be approved.
- Developer continues to work toward fulfilling conditions of draft plan approval
- Condominium Agreement has been prepared by the Township. Developer has not entered into the agreement to date.
- Benefit Permit has been issued by MNR
- Plan has not yet received final approval.
- Draft plan approval was issued for 3 years. Draft plan approval will lapse on June 28, 2019.
- The developer may make application to the County to extend draft plan approval.

11. **Applewood Condominium** – off Kier Rd., Storrington District – Magenta Waterfront

22 units created:

- Draft plan approval given by Township and by County,
- Vacant land plan of condominium
- Associated zoning by-law denied on September 1, 2015 by Township Council.
- Denial of zoning by-law appealed to Ontario Municipal Board
- Settlement agreement reached at OMB hearing to approve zoning
- Final approval was given and the condominium agreement was registered at registry office and units are created and building has commenced.
- Securities are in place for remainder of works.

12. **Cranberry Cove Condominium** – off Carrying Place Rd., Storrington District – Magenta Waterfront

13 units proposed:

- Draft plan conditions approved by Township and by County
- Zoning by-law amendment approved by Township,
- Draft condominium plan now prepared
- Plan not yet registered
- Property recently has new ownership.
- Developer obtained approval for draft plan extension in 2018.

- Draft plan approval will lapse on July 16, 2019.
- The developer may make application to the County to extend draft plan approval.

13. **Shield Shores Condominium** – Wellington Street, Battersea, Storrington District - Campbell

17 units proposed:
- Application for plan of condominium submitted to County
- Application for zoning by-law amendment submitted to Township
- Supporting studies completed
- Public meeting held on April 19, 2016 on plan and zoning
- County held second public meeting in 2017
- Township Planning staff are working on conditions of draft plan approval.
- Next step would be to bring the draft plan conditions to South Frontenac Council for endorsement before the application is considered by County Council.

14. **Pine Point Condominium** – Wellington Street, Battersea, Storrington District

4 units proposed:
- Application is being processed
- 1 Public meeting have been held by the County
- Applicant must address outstanding agency requirements before the development can be considered for draft plan approval.

**Impact of Current Development Applications**

**Plans of Subdivision**

| | |
|---|---|
| Residential Lots Created | 95 |
| Draft Approved Residential Lots | 33 |
| Application Submitted but not Draft Approved | 51 |
| Proposed but no application submitted to date | 24 |

**Plans of Condominium (all Vacant Land Condos)**

| | |
|---|---|
| Residential Units Created | 22 |
| Draft Approved Residential Units | 28 |
| Application Submitted but not Draft Approved | 21 |

| | |
|---|---|
| **Total Residential Lots/Units Created and Proposed** | **274** |

**FINANCIAL/STAFFING IMPLICATIONS:**

- The Director of Development Services and the Director of Public Services have been working together to assess the status of the subdivision and condominium projects in the Township.
- This review includes assessing how the Township is resourced to manage compliance with both draft plan conditions, implementation and compliance with subdivision and condominium agreements.
- Any staffing or resourcing issues will be raised as part of the 2020 Budget discussions.

REPORT TO
COUNCIL

DEVELOPMENT SERVICES
DEPARTMENT

**ATTACHMENTS:**

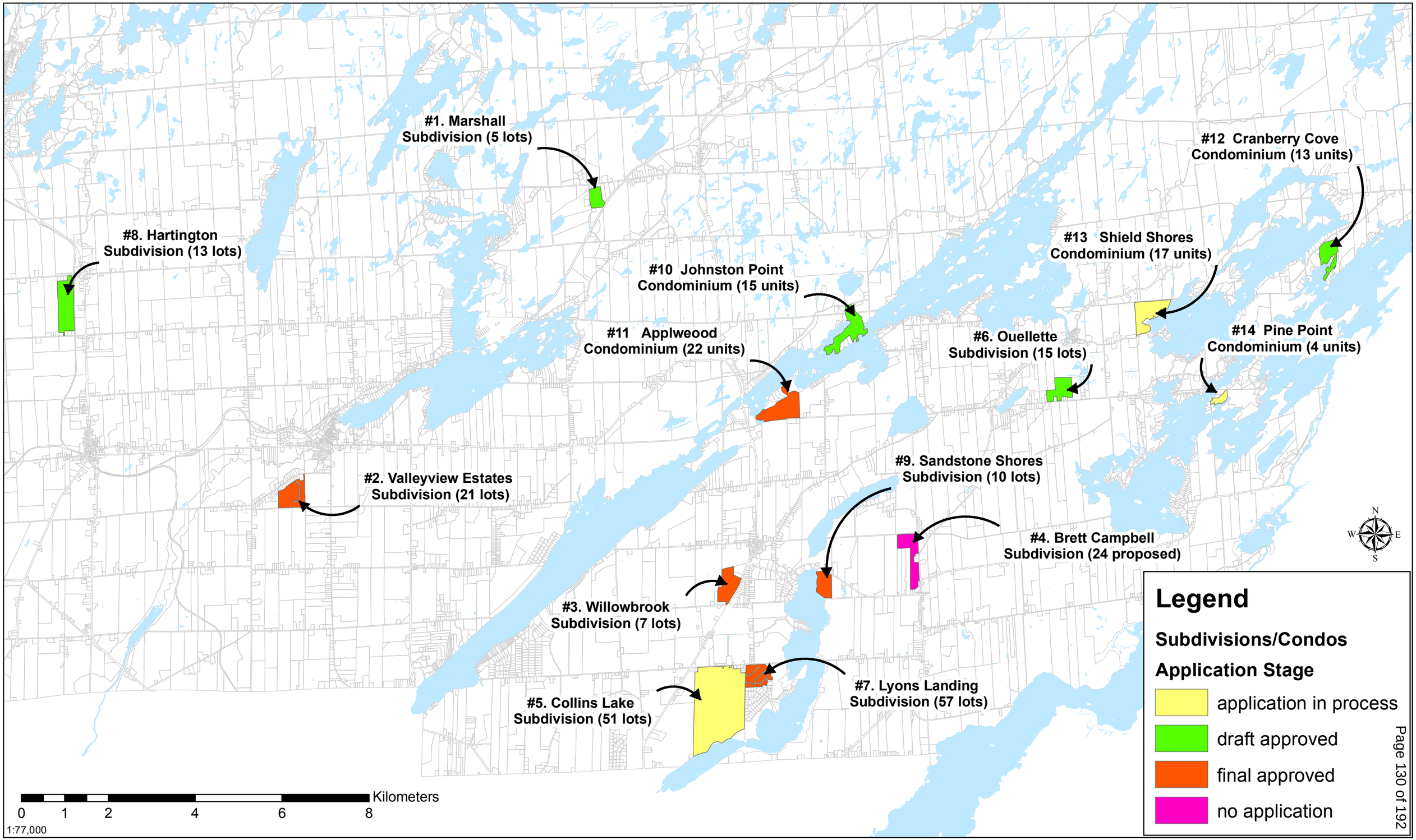
Attachment 1 – Currently Active Subdivisions and Condominium Map (March 2019)

**Submitted/approved by:**

Wayne Orr, CAO & Deputy Clerk

**Prepared by:**
Claire Dodds, Director of Development Services

# Currently Active Subdivisions and Condominiums (March 2019)



# Report to Council

## Public Services - Recreation

**AGENDA DATE:** April 2, 2019

**SUBJECT:** Skateboard Feasibility Study

**RECOMMENDATION:**

For Information.

**BACKGROUND:**

The Township requested quotes to initiate a skate park feasibility study based on the study scope outlined in the December 11, 2018 report. Three companies responded:

- Canadian Ramp Company: $13,500
- Land Inc: $16,730
- New Line Skate Parks: $15,000 - $50,000 depending on scope.

Each of the companies that responded are credible and have worked on numerous similar projects. Only the Canadian Ramp Company provided a quote that was within the $15,000 approved as part of the 2019 Capital budget.

In accordance with the Procurement Bylaw staff have awarded this contract.

**FINANCIAL / STAFFING IMPLICATIONS**

To be determined.

**ATTACHMENTS**

None

| **Prepared by:** | **Submitted/approved by:** |
|---|---|
| Tim Laprade | Mark Segsworth |

**Payment Listing**
**For the period of March 20, 2019 to April 2, 2019**

| | | |
|---|---|---|
| **Accounts Payable Payment Listing:** | | 179,493.46 |
| | **For the period of March 20, 2019 to April 2, 2019** | |
| **Payroll Payment Listing:** | | |
| Pay Period #19-07 | Pay date March 27, 2019 | 91,216.96 |
| | For the period of March 10, 2019 to March 23, 2019 | |
| **Total Payments** | | **$ 270,710.42** |

**RECOMMENDATION:**

1. It is recommended that Council receive for information the listing of the Accounts Payable and Payroll for the period ending April 2, 2019 in the amount of $ 270,710.42

**Submitted by:**
**Mark Foster - Accounting Clerk**

**Approved by:**
**Stephanie Kuca - Deputy-Treasurer**

**Ranges:** **From:** **To:** Distribution Types Included:
**Cheque Date:** **2019-03-20** **2019-04-02** **PURCH, MISC**

## 10 GG

### 1000

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|
| EFT000000011046 | 2019-04-02 | | SUPERIOR PROPANE INC. | | |
| | | 24122575 | | 1194.2L @.51 | $619.77 |
| **Total EFT000000011046** | | | | | **$619.77** |
| **Total** | | | | | **$619.77** |

### 1250 Clk

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|
| EFT000000011048 | 2019-04-02 | | TROUSDALE'S FOODLAND | | |
| | | 4976 | | Cream | $8.67 |
| | | 2199 | | Coffee+Cream | $42.96 |
| **Total EFT000000011048** | | | | | **$51.63** |
| **Total Clk** | | | | | **$51.63** |

### 1300 Elec

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|
| 070120 | 2019-04-02 | | ALBANO, BRUNO | | |
| | | 2018 REFUND OF NOM | | 2018 Refund of Nom | $100.00 |
| **Total 070120** | | | | | **$100.00** |
| 070121 | 2019-04-02 | | ARCHAMBAULT, PHIL | | |
| | | 2018 REFUND OF NOM | | 2018 Refund of Nom | $200.00 |
| **Total 070121** | | | | | **$200.00** |
| 070123 | 2019-04-02 | | BRADLEY BARBEAU | | |
| | | 2018 REFUND OF NOM | | 2018 Refund of Nom | $100.00 |
| **Total 070123** | | | | | **$100.00** |
| 070124 | 2019-04-02 | | BRUCE, TOM | | |
| | | 2018 REFUND OF NOM | | 2018 Refund of Nom | $100.00 |
| **Total 070124** | | | | | **$100.00** |
| 070126 | 2019-04-02 | | PROCTER, WENDY | | |
| | | 2018 REFUND OF NOM | | 2018 Refund of Nom | $100.00 |
| **Total 070126** | | | | | **$100.00** |
| 070127 | 2019-04-02 | | WILLES, FRAN | | |
| | | 2018 REFUND OF NOM | | 2018 Refund of Nom | $100.00 |
| **Total 070127** | | | | | **$100.00** |
| **Total Elec** | | | | | **$700.00** |
| **Total GG** | | | | | **$1,371.40** |

## 20 PP&P

### 2100 Fire

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|
| EFT000000011044 | 2019-04-02 | | SIGNS PLUS | | |
| | | 3122 | | Civic Blade | $9.16 |
| **Total EFT000000011044** | | | | | **$9.16** |
| **Total Fire** | | | | | **$9.16** |

### 2110 Cvc#

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|
| EFT000000011044 | 2019-04-02 | | SIGNS PLUS | | |
| | | 3120 | | 2X Civic Signs | $18.32 |
| **Total EFT000000011044** | | | | | **$18.32** |
| **Total Cvc#** | | | | | **$18.32** |

### 2620 Anml Ctl

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|
| EFT000000011022 | 2019-03-29 | | FRONTENAC MUNICIPAL LAW | | |
| | | SF-AC-2019-MARCH | | 19/03 ANIMAL CONTROL | $3,256.19 |
| **Total EFT000000011022** | | | | | **$3,256.19** |
| **Total Anml Ctl** | | | | | **$3,256.19** |

### 2640 Bylaw enf

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|
| EFT000000011022 | 2019-03-29 | | FRONTENAC MUNICIPAL LAW | | |
| | | SF-P-2019-MARCH | | 19/03- PARKING BYLAW | $457.92 |
| | | SF-P-2019-MARCH | | 19/03- PARKING BYLAW | $634.98 |
| **Total EFT000000011022** | | | | | **$1,092.90** |
| **Total Bylaw enf** | | | | | **$1,092.90** |
| **Total PP&P** | | | | | **$4,376.57** |

## 30 Trans

### 3000 PW OH

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|
| 070113 | 2019-04-02 | | ALTON, STEPHANIE | | |
| | | 19/03/17- INS CLAIM | | 19/03/17- Insurance Claim | $109.84 |
| **Total 070113** | | | | | **$109.84** |
| 070115 | 2019-04-02 | | CLAVER, DENNIS | | |
| | | 19/02/27- INS CLAIM | | 19/02/27- Insurance Claim | $202.46 |
| **Total 070115** | | | | | **$202.46** |
| **Total PW OH** | | | | | **$312.30** |

### 3010

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|
| 070114 | 2019-04-02 | | ATKINSON HOME BUILDING CENTRE | | |
| | | 195567 | | 2X Utility Knives | $39.67 |
| **Total 070114** | | | | | **$39.67** |
| EFT000000011027 | 2019-04-02 | | CINTAS | | |
| | | 884239158 | | Uniform | $13.77 |
| | | 884239158 | | Cleaning Supplies | $195.48 |
| | | 884239159 | | Uniform | $7.98 |
| | | 884239159 | | Cleaning Supplies | $33.24 |
| **Total EFT000000011027** | | | | | **$250.47** |
| EFT000000011029 | 2019-04-02 | | CUNNINGHAM SWAN CARTY | | |
| | | 156549 | | Legal Fees | $1,844.83 |
| **Total EFT000000011029** | | | | | **$1,844.83** |
| EFT000000011030 | 2019-04-02 | | D.MARTIN WELDING & FABRICATING | | |
| | | 8963 | | Weld New Angle in Trench | $398.14 |
| **Total EFT000000011030** | | | | | **$398.14** |
| EFT000000011037 | 2019-04-02 | | LEONARD FUELS | | |
| | | 1058-983270 | | 1259.1L @.773 | $990.42 |
| | | 1058-987557 | | 1169.9L @.907 | $1,077.94 |
| | | 1058-993399 | | 61.00L @.8044 | $48.69 |
| | | 1058-986904 | | 100.85L @.8044 | $80.49 |
| | | 1058-986925 | | 83.60L @.8044 | $66.73 |
| | | 1058-987822 | | 111.28L @.8044 | $88.83 |
| | | 1058-987939 | | 75.26L @.8044 | $60.07 |
| | | 1058-988737 | | 79.14L @.8487 | $66.73 |
| | | 1058-989060 | | 64.49L @.8487 | $54.38 |
| | | 1058-989193 | | 73.11L @.8487 | $61.66 |
| | | 1058-989214 | | 102.45L @.8487 | $86.39 |
| | | 1058-989681 | | 88.47L @.8487 | $74.60 |
| | | 1058-990722 | | 109.41L @.9460 | $103.09 |
| | | 1058-991154 | | 61.00L @.9460 | $57.48 |
| | | 1058-991811 | | 73.11L @.9460 | $68.89 |
| | | 1058-991882 | | 94.50L @.9460 | $89.05 |
| | | 1058-992505 | | 101.76L @.9460 | $95.88 |
| | | 1058-991427 | | 341.9L @.899 | $312.78 |
| | | 1058-993727 | | 76.30L @.9106 | $69.14 |
| | | 1058-993762 | | 78.37L @.9106 | $71.02 |
| **Total EFT000000011037** | | | | | **$3,624.26** |
| EFT000000011049 | 2019-04-02 | | TROUSDALE'S HOME HARDWARE | | |
| | | 90757 | | Extension Cord | $53.92 |
| | | 90812 | | Flexible Spout | $20.42 |
| | | 90784 | | Batteries | $23.89 |
| **Total EFT000000011049** | | | | | **$98.23** |
| **Total** | | | | | **$6,255.60** |

### 3210 Brushing

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|
| EFT000000011036 | 2019-04-02 | | L.D. POWER SPORTS | | |
| | | 43040 | | Bar+ Chain | $116.95 |
| | | 43109 | | Chainsaw Carry Case | $40.64 |
| **Total EFT000000011036** | | | | | **$157.59** |
| **Total Brushing** | | | | | **$157.59** |

### 3310 Hardtop Patching

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|
| 070119 | 2019-04-02 | | SNIDER, PERCY | | |
| | | 19/03/08-05 | | Patching | $467.08 |
| | | 19/03/12-49 | | Patching | $875.78 |
| **Total 070119** | | | | | **$1,342.86** |
| EFT000000011023 | 2019-04-02 | | BOULTON SEPTIC/LARMON'S | | |
| | | 29330 | | Patching | $783.55 |
| **Total EFT000000011023** | | | | | **$783.55** |
| EFT000000011049 | 2019-04-02 | | TROUSDALE'S HOME HARDWARE | | |
| | | 90632 | | 100lbs of Propane | $85.57 |
| | | 90744 | | 100lbs of Propane | $85.57 |
| **Total EFT000000011049** | | | | | **$171.14** |
| EFT000000011050 | 2019-04-02 | | TW PATCHING | | |
| | | 988305 | | Patching | $6,049.63 |
| **Total EFT000000011050** | | | | | **$6,049.63** |
| EFT000000011051 | 2019-04-02 | | WILLIAMS HOT MIX LTD | | |
| | | 3902 | | 27.35MT Hot Mix | $2,616.15 |
| **Total EFT000000011051** | | | | | **$2,616.15** |
| **Total Hardtop Patching** | | | | | **$10,963.33** |

### 3405 Washout

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|
| 070119 | 2019-04-02 | | SNIDER, PERCY | | |
| | | 19/03/16-02 | | Back Hoe | $381.60 |
| | | 19/03/15-03 | | Wash Outs | $782.03 |
| | | 19/03/15-03 | | Wash Outs | $782.03 |
| **Total 070119** | | | | | **$1,945.66** |
| EFT000000011047 | 2019-04-02 | | SWEET'S SAND & GRAVEL | | |
| | | S-0058054 | | Gravel | $3,564.69 |
| | | S-0058047 | | Gravel | $640.22 |
| **Total EFT000000011047** | | | | | **$4,204.91** |
| **Total Washout** | | | | | **$6,150.57** |

### 3505 Snw Plwng

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|
| 070119 | 2019-04-02 | | SNIDER, PERCY | | |
| | | 19/03/10-45 | | Snow Plowing | $637.02 |
| | | 19/03/10-46 | | Snow Plowing | $293.07 |
| | | 19/03/10-47 | | Snow Plowing | $390.76 |
| | | 19/03/03-40 | | Snow Plowing | $244.22 |
| | | 19/03/10-41 | | Snow Plowing | $184.19 |
| | | 19/02/13-19 | | Snow Plowing | $368.37 |
| | | 19/02/08-37 | | Snow Plowing | $905.66 |
| | | 19/02/12-18 | | Snow Plowing | $184.19 |
| | | 19/03/10-50 | | Snow Plowing | $76.32 |
| | | 19/03/10-01 | | Snow Plowing | $1,058.30 |
| **Total 070119** | | | | | **$4,342.10** |
| **Total Snw Plwng** | | | | | **$4,342.10** |

### 3506 Snow Clearing Sidewalks

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|
| 070119 | 2019-04-02 | | SNIDER, PERCY | | |
| | | 19/03/11-24 | | Snow Plowing | $101.76 |
| | | 19/03/10-21 | | Snow Plowing | $386.69 |
| | | 19/03/10-21 | | Snow Plowing | $203.52 |
| | | 19/03/10-23 | | Snow Plowing | $407.04 |
| | | 19/03/10-23 | | Snow Plowing | $138.39 |
| | | 19/03/10-22 | | Snow Plowing | $203.52 |
| | | 19/03/10-22 | | Snow Plowing | $187.24 |
| | | 19/03/08-20 | | Snow Plowing | $203.52 |
| | | 19/03/14-27 | | Snow Plowing | $193.34 |
| | | 19/03/14-27 | | Snow Plowing | $101.76 |
| | | 19/03/14-26 | | Snow Plowing | $101.76 |
| | | 19/03/14-26 | | Snow Plowing | $93.62 |
| | | 19/03/14-25 | | Snow Plowing | $203.52 |
| **Total 070119** | | | | | **$2,525.68** |
| **Total Snow Clearing Sidewalks** | | | | | **$2,525.68** |

### 3515 Stock Snd&Slt

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|
| EFT000000011032 | 2019-04-02 | | HARTINGTON EQUIPMENT LIMITED | | |
| | | INV-776 | | Loader- 19/03-19/04 | $4,477.44 |
| **Total EFT000000011032** | | | | | **$4,477.44** |
| **Total Stock Snd&Slt** | | | | | **$4,477.44** |

### 3535 Surface Fldng

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|
| EFT000000011024 | 2019-04-02 | | BATTLEFIELD EQUIPMENT RENTALS | | |
| | | 23186480 | | 400X Sand Bags | $260.51 |
| **Total EFT000000011024** | | | | | **$260.51** |
| EFT000000011038 | 2019-04-02 | | MCNICHOLS CONSTRUCTION LTD | | |
| | | 19/03/13-PORTLAND | | Sand for Sand Bags | $274.75 |
| | | 19/03/13-BEDFORD | | Sand for Sand Bags | $274.75 |
| **Total EFT000000011038** | | | | | **$549.50** |
| EFT000000011047 | 2019-04-02 | | SWEET'S SAND & GRAVEL | | |
| | | S-0058014 | | Winter Sand | $602.93 |
| **Total EFT000000011047** | | | | | **$602.93** |
| EFT000000011049 | 2019-04-02 | | TROUSDALE'S HOME HARDWARE | | |
| | | 90801 | | Flint Lighter+ Torch Kit | $41.40 |
| **Total EFT000000011049** | | | | | **$41.40** |
| **Total Surface Fldng** | | | | | **$1,454.34** |

### 3601 Barricds & Sfty Matls

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|
| EFT000000011049 | 2019-04-02 | | TROUSDALE'S HOME HARDWARE | | |
| | | 90633 | | Varsol+ Brush | $27.74 |
| **Total EFT000000011049** | | | | | **$27.74** |
| **Total Barricds & Sfty Matls** | | | | | **$27.74** |

### 3615 Street signs

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|
| EFT000000011044 | 2019-04-02 | | SIGNS PLUS | | |

| | | | | | |
|---|---|---|---|---|---|
| | | 3120 | | 2X Street Signs | $54.85 |
| **Total EFT000000011044** | | | | | **$54.85** |
| **Total Street signs** | | | | | **$54.85** |

### 3620 Reg signs

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|
| EFT000000011044 | 2019-04-02 | | SIGNS PLUS | | |
| | | 3122 | | Sign | $27.41 |
| **Total EFT000000011044** | | | | | **$27.41** |
| **Total Reg signs** | | | | | **$27.41** |

### 3625 RR cross mnt

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|
| EFT000000011026 | 2019-04-02 | | CANADIAN PACIFIC RAILWAY | | |
| | | 11109929 | | 19/03 Flasher Contract | $744.00 |
| **Total EFT000000011026** | | | | | **$744.00** |
| **Total RR cross mnt** | | | | | **$744.00** |

### 3800 Crssng Guards

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|
| EFT000000011028 | 2019-04-02 | | COMMISSIONAIRES SECURITY SOLUTIONS | | |
| | | 85771 | | Crossing Guards | $1,022.31 |
| **Total EFT000000011028** | | | | | **$1,022.31** |
| **Total Crssng Guards** | | | | | **$1,022.31** |

**Total Trans** **$38,515.26**

## 40 Env

### 5005 SW & Fac OH

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|
| 070118 | 2019-04-02 | | ONTARIO WASTE MANAGEMENT ASSOC | | |
| | | 11336 | | 2019 OWMA Conf. M.S. | $300.19 |
| **Total 070118** | | | | | **$300.19** |
| EFT000000011024 | 2019-04-02 | | BATTLEFIELD EQUIPMENT RENTALS | | |
| | | 24225807 | | 3X Chain Loop+ 3X Safety Kit | $436.00 |
| **Total EFT000000011024** | | | | | **$436.00** |
| **Total SW & Fac OH** | | | | | **$736.19** |

### 5105 Garb coll

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|
| 070111 | 2019-03-29 | | SNIDER, PERCY | | |
| | | 19/03 DISPOSAL | | 19/03 DISPOSAL | $11,940.74 |
| | | 19/03 DISPOSAL | | 19/03 DISPOSAL | $9,856.55 |
| | | 19/03 DISPOSAL -FUEL | | 19/03 DISPOSAL Fuel Adj | $12.59 |
| | | 19/03 DISPOSAL -FUEL | | 19/03 DISPOSAL Fuel Adj | $10.39 |
| **Total 070111** | | | | | **$21,820.27** |
| EFT000000011021 | 2019-03-29 | | BOULTON SEPTIC/LARMON'S | | |
| | | COLLECTION 19/03 | | COLLECTION 19/03 | $12,197.80 |
| | | COLLECTION19/03-FUEL | | COLLECTION 19/03- Fuel Adj. | $12.85 |
| **Total EFT000000011021** | | | | | **$12,210.65** |
| **Total Garb coll** | | | | | **$34,030.92** |

### 5110 Gab disp

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|
| EFT000000011019 | 2019-03-29 | | WHALEY, GEORGE | | |
| | | 19/03 DISPOSAL | | 19/03 DISPOSAL | $1,935.80 |
| **Total EFT000000011019** | | | | | **$1,935.80** |
| **Total Gab disp** | | | | | **$1,935.80** |

### 5205 Recyc Coll

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|
| 070111 | 2019-03-29 | | SNIDER, PERCY | | |
| | | 19/03 DISPOSAL | | 19/03 DISPOSAL | $12,881.10 |
| | | 19/03 DISPOSAL | | 19/03 DISPOSAL | $11,232.19 |
| | | 19/03 DISPOSAL | | 19/03 DISPOSAL | $11,989.49 |
| | | 19/03 DISPOSAL -FUEL | | 19/03 DISPOSAL Fuel Adj | $13.56 |
| | | 19/03 DISPOSAL -FUEL | | 19/03 DISPOSAL Fuel Adj | $11.83 |
| | | 19/03 DISPOSAL -FUEL | | 19/03 DISPOSAL Fuel Adj | $12.64 |
| **Total 070111** | | | | | **$36,140.81** |
| EFT000000011021 | 2019-03-29 | | BOULTON SEPTIC/LARMON'S | | |
| | | COLLECTION 19/03 | | COLLECTION 19/03 | $10,492.73 |
| | | COLLECTION19/03-FUEL | | COLLECTION 19/03- Fuel Adj. | $11.06 |
| **Total EFT000000011021** | | | | | **$10,503.79** |
| **Total Recyc Coll** | | | | | **$46,644.60** |

**Total Env** **$83,347.51**

## 70 Cem

### 7000 Health

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|

| | | | | | |
|---|---|---|---|---|---|
| 070122 | 2019-03-28 | | BEREAVEMENT AUTHORITY OF ONTARIO | | |
| | | 2018 ANNUAL FEE | | 2018 Annual Fee | $219.00 |
| | | 2018 ANNUAL FEE | | 2018 Annual Fee | $204.00 |
| | | 2018 ANNUAL FEE | | 2018 Annual Fee | $348.00 |
| **Total 070122** | | | | | **$771.00** |
| EFT000000011020 | 2019-03-29 | | D G YOUNGE CONCRETE BURIAL VAULTS | | |
| | | SERVICES 19/03 | | SERVICES 19/03 | $875.14 |
| **Total EFT000000011020** | | | | | **$875.14** |
| **Total Health** | | | | | **$1,646.14** |
| **Total Cem** | | | | | **$1,646.14** |

## 80 Rec

### 8000 Rec

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|
| 070116 | 2019-04-02 | | FISHER, DAVE | | |
| | | 19/03/25-STORR REC | | 19/03/25-STORR REC | $32.47 |
| **Total 070116** | | | | | **$32.47** |
| EFT000000011018 | 2019-03-29 | | LEONARD, ELIZABETH | | |
| | | 19/03 MAINTENANCE | | 19/03 MAINTENANCE | $142.50 |
| **Total EFT000000011018** | | | | | **$142.50** |
| EFT000000011025 | 2019-04-02 | | CAMPBELL, ANNIE | | |
| | | 19/03/25-STORR REC | | 19/03/25-STORR REC | $32.47 |
| **Total EFT000000011025** | | | | | **$32.47** |
| EFT000000011031 | 2019-04-02 | | FOX, KEVIN | | |
| | | 19/03/25-STORR REC | | 19/03/25-STORR REC | $32.47 |
| **Total EFT000000011031** | | | | | **$32.47** |
| EFT000000011035 | 2019-04-02 | | KOT, JOHN | | |
| | | 19/03/25-STORR REC | | 19/03/25-STORR REC | $32.47 |
| **Total EFT000000011035** | | | | | **$32.47** |
| EFT000000011039 | 2019-04-02 | | PANTREY, AMANDA | | |
| | | 19/03/25-STORR REC | | 19/03/25-STORR REC | $65.00 |
| **Total EFT000000011039** | | | | | **$65.00** |
| EFT000000011041 | 2019-04-02 | | ROLLINS, ELLWOOD | | |
| | | 19/03/25-STORR REC | | 19/03/25-STORR REC | $32.47 |
| **Total EFT000000011041** | | | | | **$32.47** |
| EFT000000011043 | 2019-04-02 | | SCHJERNING, MARK | | |
| | | 19/02/25- SF REC | | 19/02/25- SF REC | $32.47 |
| | | 19/02/25- SF REC | | 19/02/25- SF REC | $4.62 |
| **Total EFT000000011043** | | | | | **$37.09** |
| EFT000000011045 | 2019-04-02 | | SMITH, ROBERTA | | |
| | | 19/03/25-STORR REC | | 19/03/25-STORR REC | $32.47 |
| **Total EFT000000011045** | | | | | **$32.47** |
| EFT000000011049 | 2019-04-02 | | TROUSDALE'S HOME HARDWARE | | |
| | | 90639 | | Canadian Flag | $36.62 |
| **Total EFT000000011049** | | | | | **$36.62** |
| EFT000000011052 | 2019-04-02 | | WOOD, ALVIN | | |
| | | 19/03/25-STORR REC | | 19/03/25-STORR REC | $32.47 |
| **Total EFT000000011052** | | | | | **$32.47** |
| **Total Rec** | | | | | **$508.50** |

### 8240 Comm Caring

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|
| 070117 | 2019-04-02 | | HARROWSMITH BUSINESS CENTRE | | |
| | | 2019-016 | | 2018 Financial Statements | $305.28 |
| **Total 070117** | | | | | **$305.28** |
| **Total Comm Caring** | | | | | **$305.28** |
| **Total Rec** | | | | | **$813.78** |

## 90 Plan

### 9000 Plan

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|
| 070124 | 2019-04-02 | | BRUCE, TOM | | |
| | | 19/02+19/03 COA | | 19/02+19/03 COA | $100.00 |
| | | 19/02+19/03 COA | | 19/02+19/03 COA | $65.38 |
| **Total 070124** | | | | | **$165.38** |
| EFT000000011029 | 2019-04-02 | | CUNNINGHAM SWAN CARTY | | |
| | | 156188 | | Legal Advice | $152.64 |
| | | 156194 | | Legal Advice | $152.64 |
| | | 156195 | | Legal Advice | $101.76 |
| | | 156526 | | Legal Services | $698.88 |
| **Total EFT000000011029** | | | | | **$1,105.92** |
| EFT000000011033 | 2019-04-02 | | HOWE, MIKE | | |
| | | 19/03 COA | | 19/03 COA | $2.97 |
| | | 19/03 COA | | 19/03 COA | $50.00 |
| **Total EFT000000011033** | | | | | **$52.97** |
| **Total Plan** | | | | | **$1,324.27** |
| **Total Plan** | | | | | **$1,324.27** |

## 99

### 9999

| Cheque | Date | Inv # | Vendor | Description | Amount |
|---|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| 070122 | 2019-04-02 | BANK OF MONTREAL-NATIONAL SERVICES | | |
| | | REFUND | REFUND | $1,475.70 |
| **Total 070122** | | | | **$1,475.70** |
| 070125 | 2019-04-02 | CENTRAL 1 CREDIT UNION | | |
| | | REFUND | 2019 REFUND | $831.24 |
| **Total 070125** | | | | **$831.24** |
| EFT000000011034 | 2019-04-02 | KENNY, PETER | | |
| | | 2019 TAX REFUND | 2019 Tax Refund | $1,289.30 |
| **Total EFT000000011034** | | | | **$1,289.30** |
| EFT000000011040 | 2019-04-02 | REALTAX INC | | |
| | | 70450 | Set up File | $508.50 |
| | | 70451 | Set up File | $508.50 |
| | | 70452 | Set up File | $508.50 |
| | | 70453 | Set up File | $508.50 |
| | | 70454 | Set up File | $508.50 |
| | | 70455 | Set up File | $508.50 |
| | | 70456 | Set up File | $508.50 |
| | | 70457 | Set up File | $565.00 |
| | | 70458 | Set up File | $565.00 |
| | | 70459 | Set up File | $565.00 |
| | | 70460 | Set up File | $565.00 |
| | | 70468 | Set up File | $508.50 |
| | | 70470 | Set up File | $508.50 |
| | | 70471 | Set up File | $508.50 |
| | | 70472 | Set up File | $508.50 |
| | | 70473 | Set up File | $508.50 |
| | | 70474 | Set up File | $508.50 |
| | | 70475 | Set up File | $508.50 |
| | | 70476 | Set up File | $565.00 |
| | | 70477 | Set up File | $508.50 |
| | | 70478 | Set up File | $508.50 |
| | | 70480 | Set up File | $508.50 |
| | | 70481 | Set up File | $508.50 |
| | | 70482 | Set up File | $508.50 |
| | | 70483 | Set up File | $508.50 |
| | | 70484 | Set up File | $508.50 |
| | | 70485 | Set up File | $508.50 |
| | | 70486 | Set up File | $508.50 |
| | | 70487 | Set up File | $508.50 |
| | | 70488 | Set up File | $508.50 |
| | | 70490 | Set up File | $508.50 |
| | | 70491 | Set up File | $508.50 |
| | | 70492 | Set up File | $508.50 |
| | | 70493 | Set up File | $508.50 |
| | | 70494 | Set up File | $508.50 |
| | | 70495 | Set up File | $508.50 |
| | | 70496 | Set up File | $565.00 |
| | | 70497 | Set up File | $508.50 |
| | | 70498 | Set up File | $508.50 |
| | | 70499 | Set up File | $565.00 |
| | | 70500 | Set up File | $508.50 |
| | | 70501 | Set up File | $508.50 |
| | | 70502 | Set up File | $508.50 |
| | | 70503 | Set up File | $508.50 |
| | | 70505 | Set up File | $565.00 |
| | | 70506 | Set up File | $508.50 |
| | | 70507 | Set up File | $508.50 |
| | | 70508 | Set up File | $508.50 |
| | | 70509 | Set up File | $565.00 |
| | | 70510 | Set up File | $565.00 |
| | | 70511 | Set up File | $508.50 |
| | | 70512 | Set up File | $508.50 |
| | | 70513 | Set up File | $508.50 |
| | | 70514 | Set up File | $565.00 |
| **Total EFT000000011040** | | | | **$28,080.50** |
| EFT000000011042 | 2019-04-02 | ROSEN ENERGY GROUP | | |
| | | 632896 | F 1537.0L MKD @.8730 | $1,365.41 |
| | | 632895 | F 2391.9L CLR @1.006 | $2,448.60 |
| | | 632902 | B 1183.6L CLR @1.006 | $1,211.66 |
| | | 632903 | B 575.4L MKD @.8730 | $511.15 |
| | | 632894 | F 2188.8L GAS @.9390 | $2,091.46 |
| | | 632901 | B 1024.5L GAS @.9390 | $978.94 |
| | | 632899 | P 1897.5 L CLR @1.0060 | $1,942.50 |
| | | 632900 | P 300.8L MKD @.8730 | $267.22 |
| | | 632653 | SUN 1745.9L CLR @1.002 | $1,780.18 |
| | | 633011 | F 1330.9L CLR @1.0000 | $1,354.32 |
| | | 633012 | F 1336.3L MKD @.8670 | $1,178.95 |
| | | 633010 | F 1324.7L GAS @.9580 | $1,291.40 |
| **Total EFT000000011042** | | | | **$16,421.79** |
| **Total** | | | | **$48,098.53** |
| **Total** | | | | **$48,098.53** |
| **Total** | | | | **$179,493.46** |

# INFORMATION REPORT TO COUNCIL

# PUBLIC SERVICES DEPARTMENT

**AGENDA DATE:** April 2, 2019

**SUBJECT:** Addressing Concerns of Speed

---

## RECOMMENDATION:

For Information only.

## BACKGROUND:

Probably one of the most common issues that staff and Council hear from the public is one of speed on Township roads.

Staff of the Frontenac OPP Detachment, South Frontenac Fire & Rescue and Public Services meet on a quarterly bases throughout the year.

One agenda item that occurs at every meeting is Traffic & Speed. A presentation was made at the March 21, 2019 Public Services Committee meeting intended to communicate the approach that Police and Public Services follow to address these concern.

## ANALYSIS:

When responding to a concern raised about speeding, we must first determine if, in fact, there is an issue. Our collective efforts are to deal with these issues in a most cost effective way.

The tools at our disposal to both determine if speeding is an issue and to address it if it is (In no particular order):

- -Driver Feedback Signs (2 Signs)
- -Portable Variable Message Sign Boards (3 Trailers)
- -Temporary speed humps (4 Sets)
- -Township Speed Limit Inquiry Process
- -Speed Analysis/Traffic Counts (8 Counters)
- -Enforcement
  - -officer discretion
  - -response to complaints
- -Traffic calming introduced in village reconstruction
- -Emotionally intelligent signage

The OPP incorporates a combined effort to address speeding issues, namely Education, Engagement and Enforcement. Our process begins when we receive the Speed Reduction Application and signed petition. We then undertake the analysis, usually twice a year, applying the Transportation Association of Canada (TAC) Speed Zone Criteria. We then solicit input from the OPP, Public Service Committee and the Council Approval.

INFORMATION REPORT TO COUNCIL

PUBLIC SERVICES DEPARTMENT

It should also be noted that Police & Fire, Public Works and Land Ambulance have been hosting a presentation at Sydenham High School every other fall since 2015. The next one is slated for November of this year.

## FINANCIAL CONSIDERATIONS:

None at this time

## ATTACHMENTS:

- Temporary Speed Hump Criteria
- Speed Limit Enquiry Process
- TAC Speed Zone Criteria

**Submitted/approved by:**

Mark Segsworth, P. Eng.
Director, Public Services

## Installation Criteria for Temporary Speed Humps

- no arterial roads
- no gravel roads
- no dead end roads
- 50% of vehicles exceed 10km/hr over the posted speed limit
- Subject to availability and budget

Adopted by Council

June 5, 2018

South Frontenac

# Speed Limit Inquiries

## Contacts

**Township of South Frontenac**

4432 George Street
PO Box 100
Sydenham, Ontario
Canada, K0H 2T0
T: 613-376-3027
F: 613-376-6657
TF: 1-800-559-5862

Requests for reduced speed limits are received and reviewed on an ad hoc basis. Various segments of roads have been compiled that fit the criteria for speed reduction. These requests are also reviewed by the Ontario Provincial Police, Frontenac Detachment.

Under the Highway Traffic Act, the current speed limit is 50 kilometres per hour by default in built up areas and 80 kilometres per hour elsewhere. Road segments are reviewed by incorporating the Council endorsed TAC Automated Speed Limit Guidelines analysis tool.

For a list of current by-laws regulating speed in South Frontenac click **here.**

In order for the township to consider a reduction in the speed limit on any road, the following information is required when a request is filed:

- Street/Road Name
- Time of Day
- Direction

A signed **petition** including a majority of residents must accompany the request.

Complete the **Speed Limit Reduction Request Form** and submit it to the **Public Works Department** for review and consideration.

**Receive Email Updates...**

© 2014 Township of South Frontenac
P.O. Box 100, Sydenham, Ontario
Canada, K0H 2T0

Tel: 613-376-3027
Fax: 613-376-6657
TF: 1-800-559-5862
(from 613 area code only)

Office Hours: Monday to Friday - 8:00 am to 4:30 pm

**Designed by eSolutionsGroup**

# Automated Speed Limit Guidelines

**FORM A - Automated Speed Limit Guidelines Spreadsheet**

**Version:** 10-Apr-09

| | | | | | |
|---|---|---|---|---|---|
| Name of Corridor: | | | | | |
| Segment Evaluated: | | to | | | |
| Geographic Region: | | | | | |
| Road Agency: | | | | | |
| Road Classification: | | Length of Corridor: | | m | |
| Urban / Rural: | | Design Speed: (Required for Freeway, Expressway, Highway) | | km/h | |
| Divided / Undivided: | | Current Posted Speed: (For information only) | | km/h | |
| Major / Minor: | | Prevailing Speed: (85th Percentile - for information only) | | km/h | |
| # Through Lanes Per Direction: | | Policy: (Maximum Posted Speed) | | | |

| | | RISK | Score |
|---|---|---|---|
| A1 | **GEOMETRY (Horizontal)** | | |
| A2 | **GEOMETRY (Vertical)** | | |
| A3 | **AVERAGE LANE WIDTH** | | |
| B | **ROADSIDE HAZARDS** | | |
| C1 | **PEDESTRIAN EXPOSURE** | | |
| C2 | **CYCLIST EXPOSURE** | | |
| D | **PAVEMENT SURFACE** | | |
| E1 | **NUMBER OF INTERSECTIONS WITH PUBLIC ROADS** | *Number of Occurrences* | |
| | STOP controlled intersection | | |
| | Signalized intersection | | |
| | Roundabout or traffic circle | | |
| | Crosswalk | | |
| | Active, at-grade railroad crossing | | |
| | Sidestreet STOP-controlled or lane | | |
| E2 | **NUMBER OF INTERSECTIONS WITH PRIVATE ACCESS DRIVEWAYS** | *Number of Occurrences* | |
| | Left turn movements permitted | | |
| | Right-in / Right-out only | | |
| E3 | **NUMBER OF INTERCHANGES** | *Number of Occurrences* | |
| | Number of interchanges along corridor | | |
| F | **ON-STREET PARKING** | | |

**Total Risk Score:**

**Recommended Posted Speed Limit (km/h):**

As determined by road characteristics

As determined by policy

The recommended posted speed limit may be checked against the prevailing speeds of the roadway and the road's safety performance.

**Comments:**

**Ministry of Municipal Affairs and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel.: 416 585-7000
Fax: 416 585-6470

**Ministère des Affaires municipales et du Logement**

Bureau du ministre

777, rue Bay, 17e étage
Toronto ON M5G 2E5
Tél. : 416 585-7000
Téléc. : 416 585-6470

Ontario

March 20, 2019

Your Worship
Mayor Ron Vandewal
Township of South Frontenac
4432 George Street PO Box 100
Sydenham ON K0H 2T0

Dear Mayor Vandewal:

Our government for the people was elected to restore trust, transparency and accountability in Ontario's finances. As you know, the province has undertaken a line-by-line review of our own expenditures, and we have been clear that we expect our partners, including municipalities, to take steps to become more efficient as well.

Municipalities play a key role in delivering many provincial services that people across Ontario rely on. Taxpayers deserve modern, efficient service delivery that puts people at the centre and respects hard-earned dollars.

Transforming service delivery and identifying more modern, efficient ways of operating is critical and complex work. As Minister of Municipal Affairs and Housing, I recognize that many of Ontario's small and rural municipalities may have limited capacity to plan and manage transformation, depending on the resources they have available and how far they have moved on their own modernization agendas.

That is why we are providing a one-time payment in the 2018-19 fiscal year to support small and rural municipalities' efforts to become more efficient and reduce expenditure growth in the longer term.

To ensure that this investment is targeted to where it is needed most, municipal allocations are based on a formula, which takes into consideration the number of households in a municipality and whether it is urban or rural.

While this investment is unconditional, it is intended to help modernize service delivery and reduce future costs through investments in projects such as: service delivery reviews, development of shared services agreements, and capital investments. Our government believes that municipalities are best positioned to understand the unique circumstances and determine where and how this money is best spent.

.../2

I am pleased to share that Township of South Frontenac will receive a one-time payment of $517,129 which will flow in this fiscal year.

Staff from our regional Municipal Services Offices will be in touch in the coming days for your acknowledgement of this letter and to discuss any questions that you might have. I encourage you to work with ministry staff as you begin to think about the best way to proceed for your community. The Municipal Services Offices can offer advice and point to examples that may be helpful as you contemplate local solutions. In the future, we would be interested to hear about your modernization success stories.

Thank you once again for your commitment to demonstrating value for money. I look forward to continuing to work together to help the people and businesses in communities across our province thrive.

Sincerely,



Steve Clark
Minister of Municipal Affairs and Housing

## Angela Maddocks

**From:** Ontario News <newsroom@ontario.ca>
**Sent:** March 20, 2019 9:06 AM
**To:** Angela Maddocks
**Subject:** Ontario Invests in Small and Rural Municipalities to Improve Service Delivery and Efficiency

*News Release*

# Ontario Invests in Small and Rural Municipalities to Improve Service Delivery and Efficiency

March 20, 2019

**Investments Will Support Communities, Respect Taxpayer Dollars**

INNISFIL - Ontario's government is working for the people to improve local service delivery and efficiency in the province's municipalities. Today, Steve Clark, Minister of Municipal Affairs and Housing announced a one-time investment for many of Ontario's small and rural municipalities.

Some of Ontario's small and rural municipalities may have limited capacity to plan, modernize and improve the way they provide services to their communities. With this funding, municipalities can improve service delivery by finding smarter, more efficient ways to spend money that help those who need it most while respecting taxpayer dollars.

"Taxpayers need their local government to deliver modern, efficient services that show respect for their hard-earned dollars. This funding will help small and rural municipalities improve how they deliver services and reduce the ongoing costs of providing those services," said Steve Clark, Minister of Municipal Affairs and Housing. "I look forward to continuing to work together with our municipal partners to help people and businesses in communities across our province thrive."

Ontario's government for the people was elected to restore transparency and accountability in Ontario's finances. The province undertook a line-by-line review of its own expenditures, and we have been clear that we expect our partners, including municipalities, to be taking steps to become more efficient. Examples could include service delivery reviews, development of shared services agreements, IT solutions, capital investments or other projects. Municipalities will decide how to best target funding to benefit their local communities.

"This financial support from the Province will help in our ongoing efforts to make sure we operate as efficiently as possible, as we continue to deliver the much-needed services our residents have come to expect and depend on," said Lynn Dollin, Mayor of Innisfil.

The funding supports Ontario's commitment to reduce the cost of government.

## QUICK FACTS

- 405 municipalities will receive funding.
- The Town of Innisfil will receive close to $677,000.
- To ensure investments are targeted to where they are needed most, funding will be allocated based on the number of households in a municipality and whether the municipality is urban or rural.

## CONTACTS

Julie O'Driscoll
Minister's Office, Ontario Ministry of Municipal Affairs and Housing
416-569-0569
julie.o'driscoll@ontario.ca

Conrad Spezowka
Communications, Ontario Ministry of Municipal Affairs and Housing
416-585-7066
mma.media@ontario.ca

Ministry of Municipal Affairs and Housing
http://www.ontario.ca/municipalaffairsandhousing

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**99 Wellesley Street West 4th floor, Room 4620 Toronto ON M7A 1A1**

# The Use of Services by Rural Older Adults in South Frontenac Township

REPORT FOR SOUTHERN FRONTENAC COMMUNITY SERVICES

Nicole Raymer
QUEEN'S UNIVERSITY | KINGSTON, ON

## Acknowledgements

I would like to thank Mr. Dave Townsend and Mr. Andy Mills from Southern Frontenac Community Services for their assistance in the development and implementation of this project. All findings and views expressed are those of the author and in no way represent the official views of Southern Frontenac Community Services.

I extend my gratitude to Queen's University and Dr. Mark Rosenberg for his supervision and guidance in this project.

This project was funded by a Social Sciences and Humanities Research Council Master's Award.

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## Key Points

- Older adults in South Frontenac utilize Health Services the most
- Closely followed by:
    - Library Services
    - Physical Recreation Services
    - Social clubs and Services
- Older adults desired more “active programming”, such as swimming and hiking
- Male interviewees suggested trade workshops such as woodworking and landscaping
- Most interviewees wished to remain aging in their communities
- Concerns around reliable transportation and cost of services were prominent among interviewees
- Recommendations:
    - Development of a Local Seniors Forum/Activity Group
    - Determine feasibility of a Collaborative Volunteer Driving Network for services throughout the township
    - Development of a Service Guide for Older Adults with information on accessing available community services

## Introduction

Aging is one thing everyone has in common. There is no way to stall the hands of time and inevitably people grow old and may require support to complete Activities of Daily Living (ADLs). These activities, including walking, communicating, toileting, eating and bathing are key components to maintaining quality of life, and ability to complete these ADLs begins to decline at age 65 (Statistics Canada 2011). Services that support older adults with ADLs are integral to promoting Aging at Home, the current provincial aging strategy (Ontario Seniors Secretariat 2013). These services can also help foster positive social networks that can contribute to improved mental health, assisting the older population in remaining in the community (Cobigo and Stuart 2010). With momentum for aging-in-place infrastructure mounting it is essential to understand what services and supports are needed by the older population and how these services are planned to be sure that the most vulnerable subpopulations are included in decision making processes.

The Ontario government developed an Action Plan for Seniors in 2012 which mandated improved access to community services. To achieve this goal, they provided additional funded hours for personal support workers in the provincial healthcare budget but failed to outline how these hours should be allocated among the population. This left how these hours are established as the responsibility of community-level agencies that vary in policy from municipality to municipality, creating the potential for inequitable distribution of services.

Especially vulnerable older adults are at particular risk of being left out of discussions surrounding healthcare and social services. Those who have low socio-economic status, are from a visual minority, indigenous, or a member of the LGBTQ community may have varying service needs in comparison to the general older adult population. With funded hours of services limited, many older adults are left with pay-for-service options that low-income individuals are unable to afford. Vulnerable older adults also exhibit greater rates of mental illness than their non-vulnerable counterparts, which should be considered when determining service needs (Fiske et al. 2009). In areas where services that can meet their needs are provided, additional circumstances such as frailty, language, and location can create additional barriers to these services that disproportionately affect vulnerable older adults. This is problematic as vulnerable older adults already face greater health risks such as higher rates of obesity, cardiovascular, and poor mental health status (Dammann & Smith 2009; Karlsen & Nazroo 2002; Kottorp et al. 2016). It is therefore integral that vulnerable adults be consulted in the planning process of services, before inequities can develop.

**Aims & Objectives**

This project aims to understand what services vulnerable older adults want in South Frontenac and how to better integrate their wants into the planning process. Current literature often addresses services needs from a homogeneous perspective, and this study hopes to contribute to understanding the intersectionality of aging. To achieve this goal, the project has been broken down into three main objectives:

1) Understand the expressed need of older adults in South Frontenac Township and what services they are currently using
2) Identify barriers to accessing services and services that older adults want but do not have
3) Examine the perspective of organizations on senior services and involvement of older adults in planning of these services

To meets these objectives, the project was implemented in three stages:

1) Surveys were administered to older adults within South Frontenac Township
2) In-depth interviews were conducted with a subset of the survey participants
3) The Chief Executive Officer of Southern Frontenac Community Services was interviewed

The surveys were analyzed using the Statistical Package for the Social Sciences (SPSS) programing. Comparisons were made to understand how location, age, income, and personal identity influence the use of services and expressed need. Regression analysis was used to determine the significance that age, income, mobility, and co-habitants had on expressed needs, which were determined as:

1) Isolation from the Community
2) Food Insecurity
3) Housing Insecurity

Interviews were transcribed and then evaluated through thematic analysis to pull out common themes and concerns among participants. The interviews from older adult participants were then compared with the key informant interview to examine similarities and divergences between organizational and older adult desires.

The survey results and interviews themes were then discussed based on the current available literature and data from the Canadian Community Health Survey. Special attention was paid to service use among South Frontenac Township when compared to reported use from the national, provincial, and health unit level.

**Location**

This project examines the rural South Frontenac Township (population of 18,000 within 970km2), located in Eastern Ontario, just north of the City of Kingston. Within the township, the average age is 44.7 years old, with over 94% of the population speaking English as their first language. Just over 30% of the population is 55 years of age or older and are therefore defined as an “older adult” by the World Health Organization and for the purposes of this study. Of these adults 55 and over, 51% are male and 49% are female. This is a change from the rest of the Canadian population, where the gender split of older adults is 54.6% female and 45.4% male.

## Survey Results

The survey was carried out between November 2nd, 2017 and March 21st, 2018. A total of 73 questionnaires were received and analyzed using SPSS Version 24.

South Frontenac Township is in eastern Ontario. The 2016 total population was 18,646. The older adult population was 3,320 or 17.8% of the total population. The median age of the population was 46.9. Almost everyone in the township lives in single-detached houses. Of the 7,185 private dwellings in the township, 6,880 are single-detached houses or almost 96% of all dwellings.

The number of people who responded to the survey was 73 or almost 2.2 percent of the population 55 and over. The survey participants (n=73) were an average of 72.8 years old, with a gender ratio of 74% female and 26% male. Just over 27% of the respondents lived alone, and 19.2% reported living with a mobility impairment. Of the respondents, 65.8% were married, 2.7% were common-law, 11% were widowed, and 9.6% were divorced and 11% reported being single.

The mean income reported by respondents was $54,988 per household. 87.7% of participants lived in single-detached houses, and those who did not, lived mostly in apartments (9.6%), with a few in in-law suites (2.7%). Among survey participants 89% spoke English as their first language, and most of the respondents identified as white (94.5%). About two-thirds of the respondents had received a post-secondary education, with 28.8% having attended or completed some college, and 37% holding a university degree.

Respondents were categorized as living in one of eight smaller communities within South Frontenac Township; Battersea, Harrowsmith, Hartington, Inverary, Perth Road, Sunbury, Sydenham, or Verona; or three just outside of the South Frontenac Township boundary; Elginburg, Glenburnie, or Godfrey. Of all the survey participants, over a third were from Sydenham (36%), more than triple the participants from any other community. Eleven percent of participants reported living in Hartington, 9% from Battersea, and 8% lived in Harrowsmith and Inverary. Verona and Perth Road accounted for 7% each, Glenburnie at 5%, and Elginburg, Sunbury, and Godfrey each contributed 3% of responses (Figure 1).

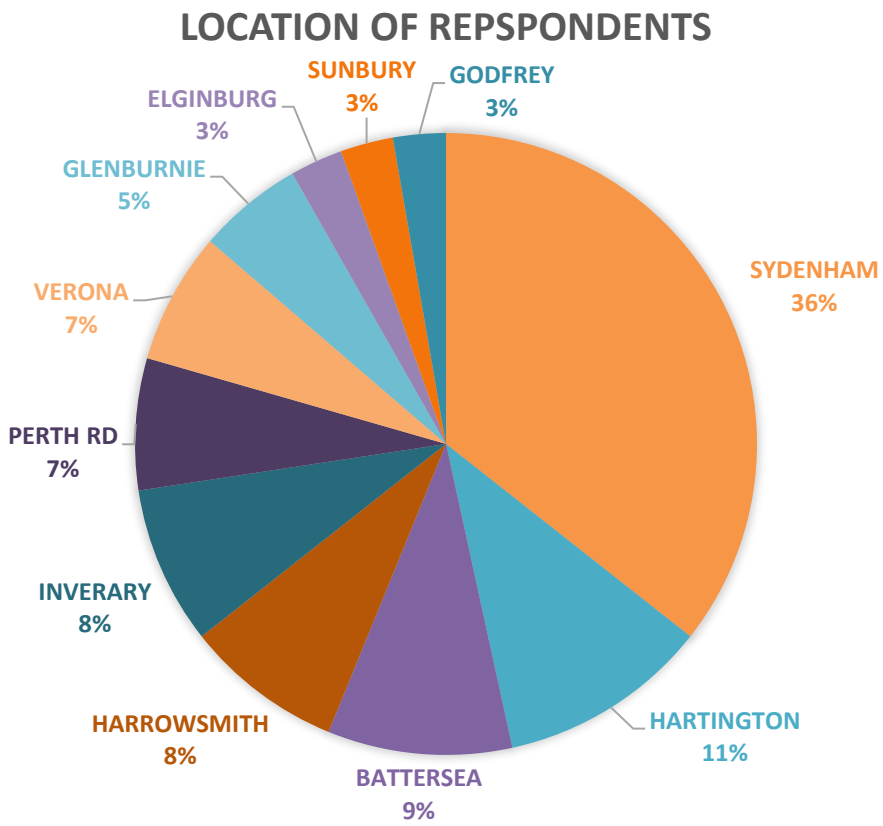



**Figure 1** The percent of survey respondents that were from each community within or just beyond South Frontenac Township.

Health services were reported as the most commonly used service in the past 12 months (68.5%), followed by library services (60.3%), physical recreation services (57.5%), and social clubs and services (46.6%). Less than a third of respondents reported using skills workshops (31.5%), food services (25.9%), transportation services (16.4%), or housing services (8.2%) within the past 12 months (Figure 2).

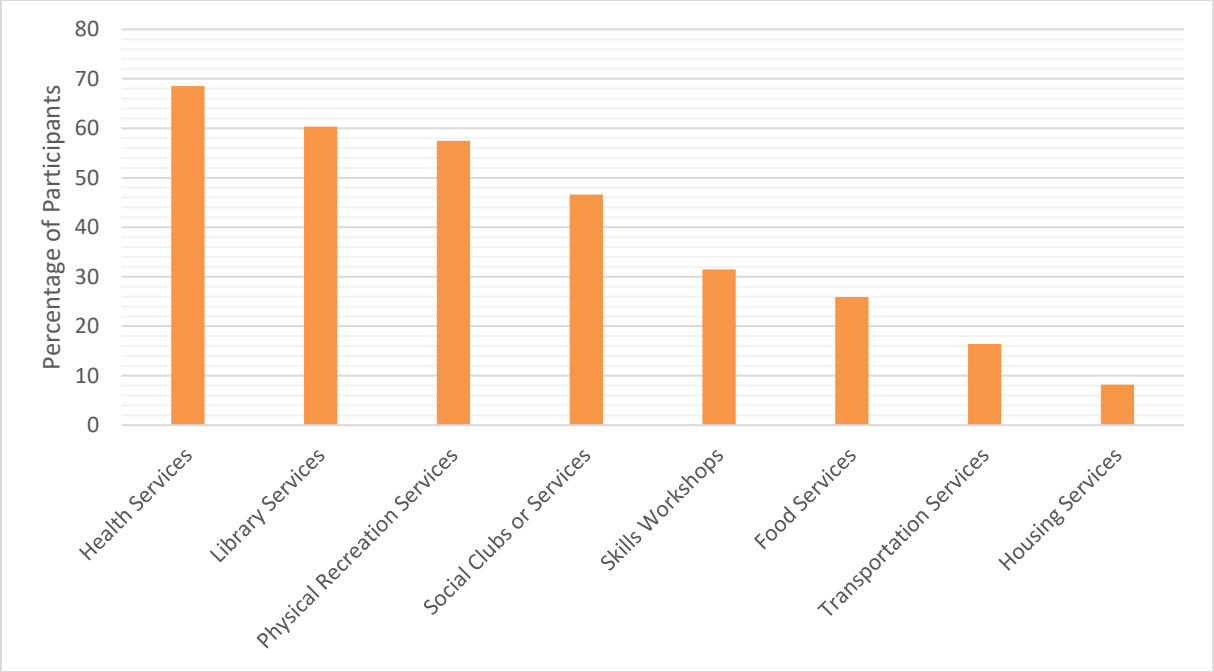



**Figure 2** The percent of survey respondents who answered "yes" to using a specific service type in South Frontenac Township (n=73).

**Community Analysis**

The responses within the smaller communities varied from the average use of services as shown in Figure 21 as did mean age, the gender ratio and service use (Table 1).

**Table 1** The number of respondents from the smaller community within South Frontenac Townships, and the percent of respondents from each community that reported using a service.

| | Number of Responses | Average Age (years) | % female | % male | % use of Health Services | % use Library Services | % use of Phys-Rec Services | % use of Social Clubs or Services | % use of Skills Workshops | % use Food Services | % use Transp. Services | % use of Housing |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sydenham | 26 | 72.2 | 76.9 | 23.1 | 46.2 | 69.2 | 38.4 | 30.8 | 7.7 | 0 | 15.4 | 7.7 |
| Hartington | 8 | 77 | 87.5 | 12.5 | 75 | 75 | 75 | 87.5 | 25 | 25 | 0 | 0 |
| Battersea | 7 | 75.6 | 57.1 | 42.9 | 100 | 14.3 | 71.4 | 85.7 | 28.6 | 57.1 | 28.6 | 28.6 |
| Harrowsmith | 6 | 75 | 83.3 | 16.7 | 83.3 | 83.3 | 83.3 | 66.7 | 33.3 | 50 | 16.7 | 0 |
| Inverary | 6 | 71 | 100 | 0 | 66.7 | 33.3 | 0 | 0 | 33.3 | 33.3 | 33.3 | 0 |
| Perth Road | 5 | 72.6 | 60 | 40 | 80 | 40 | 40 | 40 | 40 | 20 | 20 | 0 |
| Verona | 5 | 69.6 | 80 | 20 | 80 | 80 | 60 | 20 | 0 | 40 | 20 | 40 |
| Glenburnie | 4 | 78.5 | 50 | 50 | 100 | 50 | 50 | 0 | 0 | 0 | 100 | 0 |
| Elginburg | 2 | 68 | 0 | 100 | 0 | 100 | 0 | 100 | 100 | 0 | 0 | 0 |
| Sunbury | 2 | 68.5 | 50 | 50 | 100 | 0 | 50 | 100 | 50 | 50 | 50 | 0 |
| Godfrey | 2 | 66 | 100 | 0 | 100 | 100 | 0 | 0 | 0 | 0 | 0 | 0 |
| **South Frontenac Township** | **73** | **72.8** | **74** | **26** | **68.5** | **60.3** | **57.5** | **46.6** | **31.5** | **25.9** | **16.5** | **8.2** |

As seen in the table, Sydenham had a much larger proportion of respondents than the other communities. The smallest portion of respondents were from Elginburg, Sunbury, and Godfrey, with two respondents each. This resulted in skewed answers for these communities, and limited perspectives. In Elginburg, both respondents were female, and Godfrey, both male. In both these communities, the two respondents utilized the same services, further skewing the results.

The oldest group of respondents was from Glenburnie at an average 78.5 years old, and the youngest in Godfrey at 66 years old. There were no communities that reported using zero services at all; however, Godfrey respondents reported only health and library service usage. Battersea was the only community that reported usage in all service categories.

## Service Analysis

### Health Services

Health Services was the most used service across South Frontenac Township. The average age of health service users survey was 72.9 years old. Services included in the survey were: doctor visits, hospital visits, blood pressure clinic, foot care clinic, caregiver relief/respite, nursing care, diabetes clinic, elder abuse information, daily care services, and visual impairment information. Of the older adults who reported using health services, the largest proportion was from Sydenham at 24% (Figure 3). All participants from communities of Battersea, Glenburnie, and Godfrey reported health service usage (Figure 4). Of the health service options available on the survey, the Foot Care Clinic was the most popular (Figure 5).

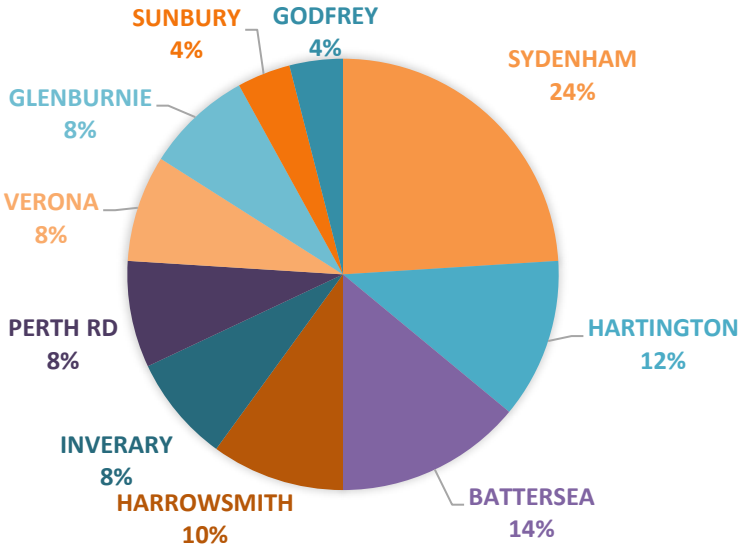



**Figure 3** The percent of survey respondents that were from each community within or just beyond South Frontenac Township that reported using Health Services.

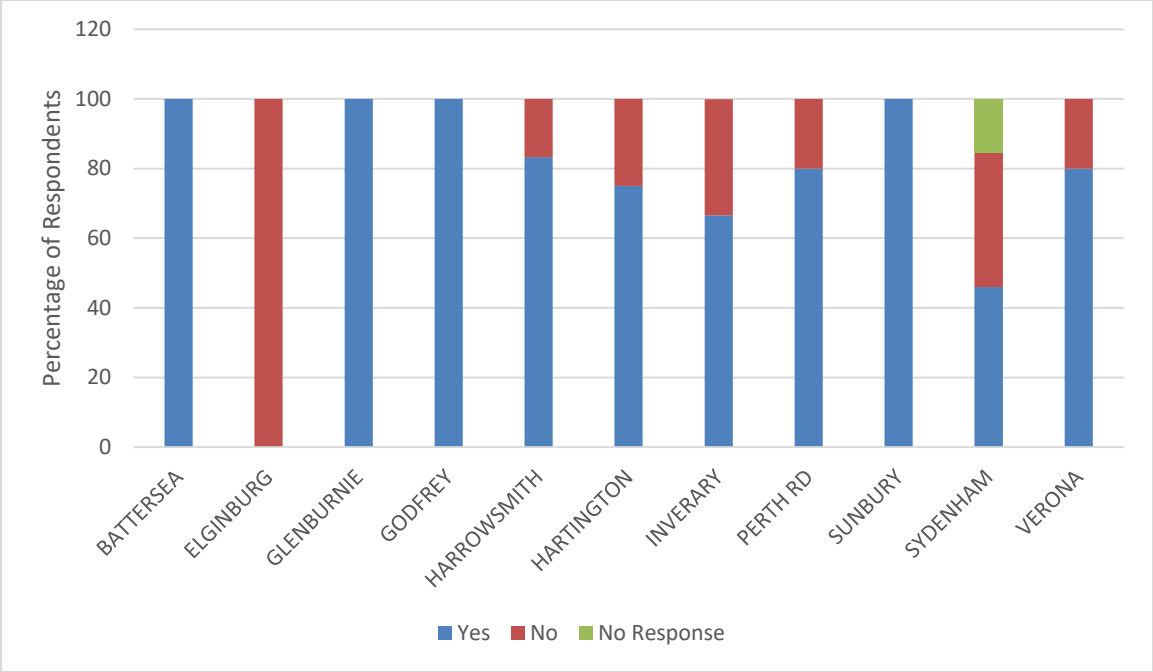



**Figure 4** The percent of survey respondents from each community within or just beyond South Frontenac Township that reported "yes", "no" or gave no response to the question: "Do you currently utilize Health Services?"

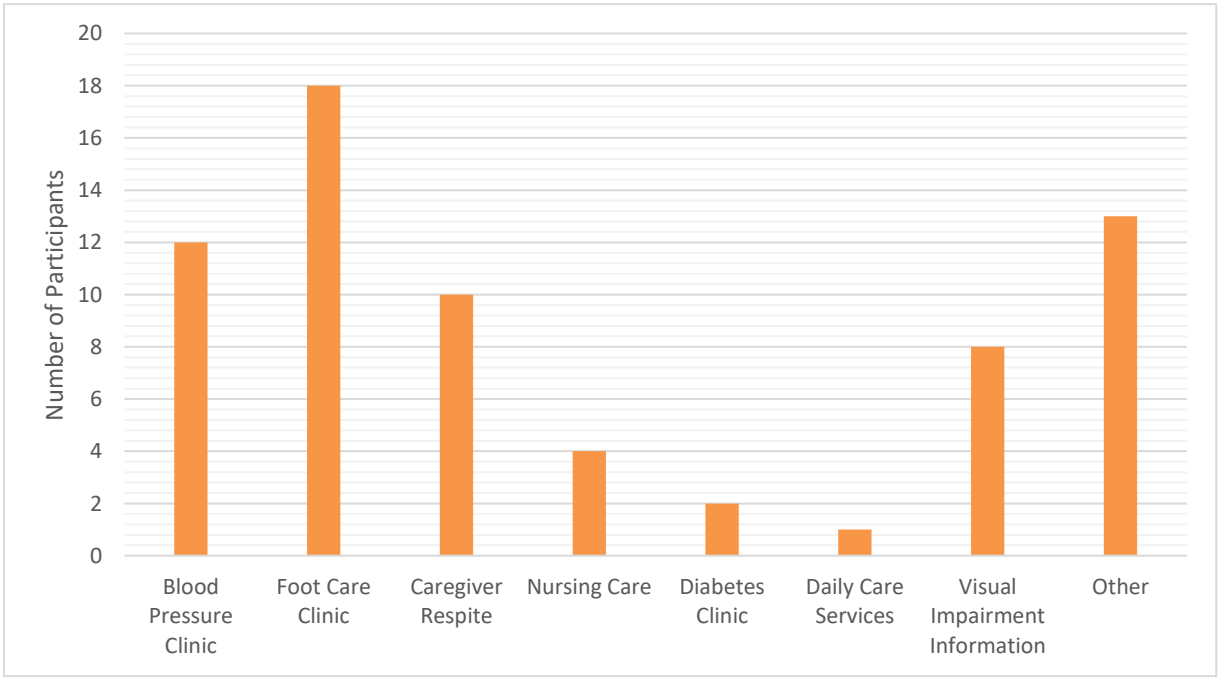



**Figure 5** The number of survey respondents who reported using each health service option.

**Library Services**

Library Services was the second most used service across South Frontenac Township. The average age of library users surveyed was 71.9 years old. Services included in the survey were: borrowing material, computers or Wi-Fi, attending programs and events, printing or photocopying, 3D printing, websites, e-resources (such as downloading eBooks). Of the older adults who reported using library services, the largest proportion was from Sydenham at 41% (Figure 6). All participants from communities of Elginburg and Godfrey reported library service usage (Figure 7). Borrowing materials was the most common library service activity by a wide margin (Figure 8).

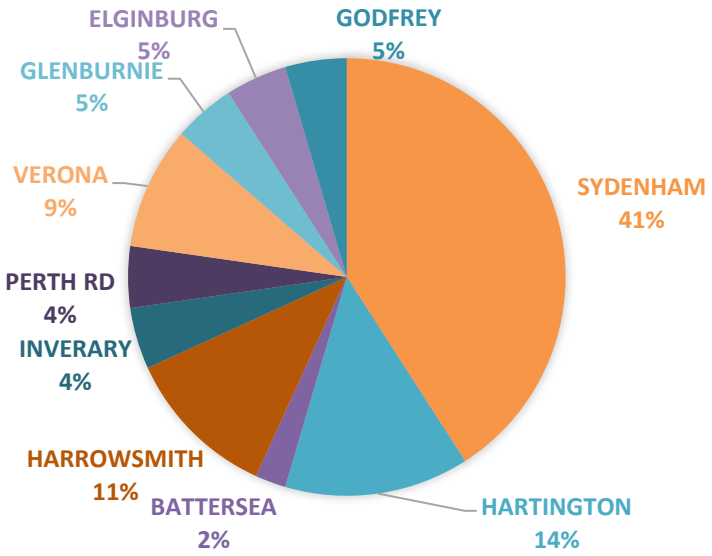



**Figure 6** The percent of survey respondents that were from each community within or just beyond South Frontenac Township that reported using Library Services.

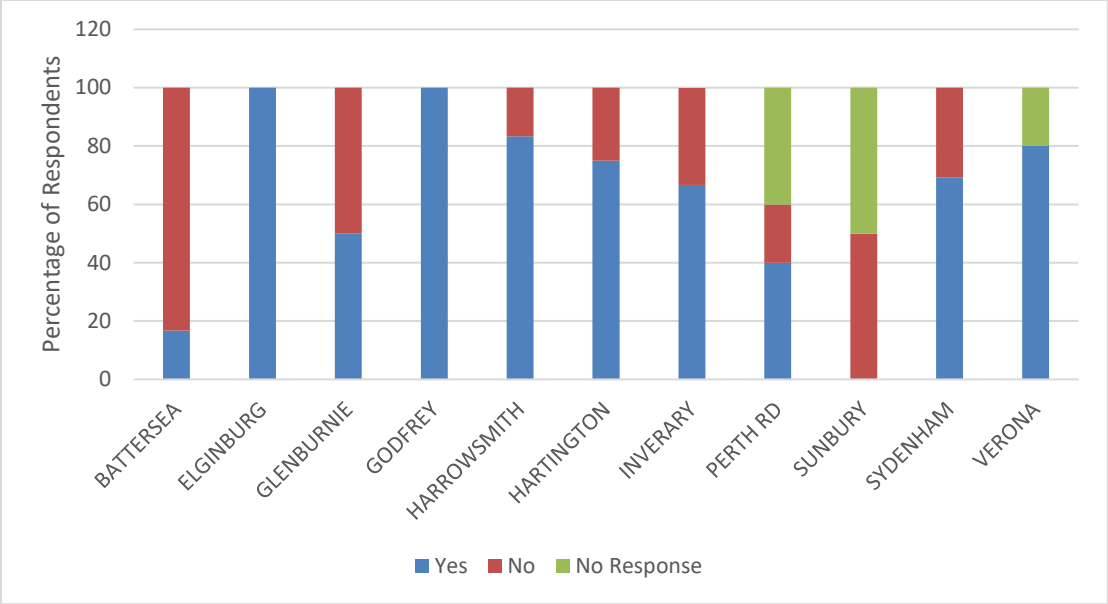



**Figure 7** The percent of survey respondents from each community within or just beyond South Frontenac Township that reported "yes", "no" or gave no response to the question: "Do you currently utilize Library Services?"

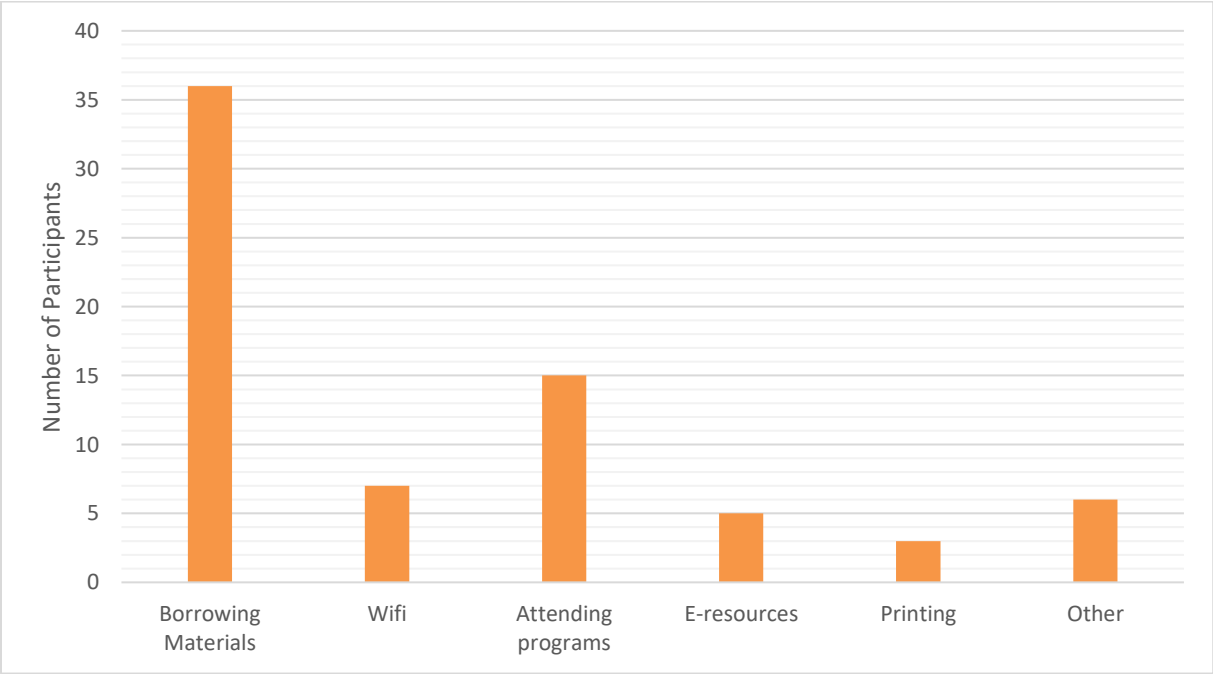



**Figure 8** The number of survey respondents who reported using each library service option.

**Physical Recreation Services**

The average age of physical recreation services users surveyed was 72.4 years old. Services included in the survey were: fitness programs, seniors activity club, walking club, darts club, and bridge club. Of the older adults who reported using physical recreation services, the largest proportion was from Sydenham at 29% (Figure 9). All participants from Battersea reported physical recreation usage (Figure 10). Fitness programs were by far the most popular among those who participated in physical recreation services (Figure 11).

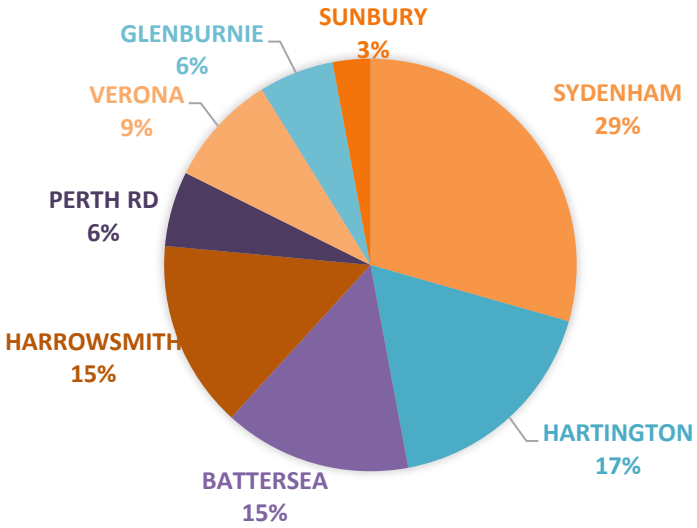



**Figure 9** The percentage of survey respondents that were from each community within or just beyond South Frontenac Township that reported using Physical Recreation Services.

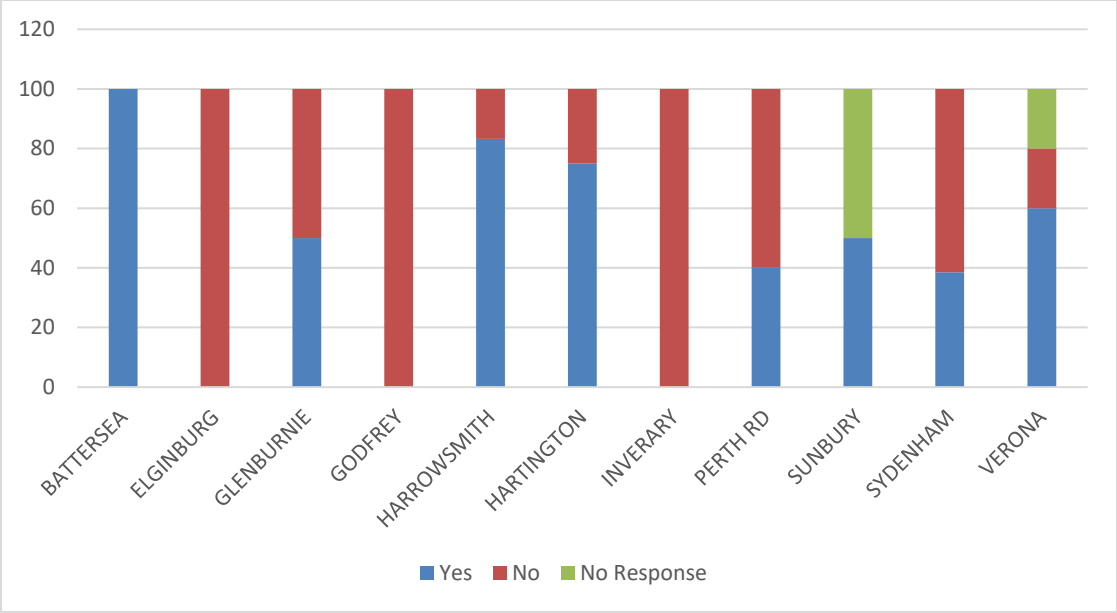



**Figure 10** The percent of survey respondents from each community within or just beyond South Frontenac Township that reported "yes", "no" or gave no response to the question: "Do you currently utilize Physical Recreation Services?"

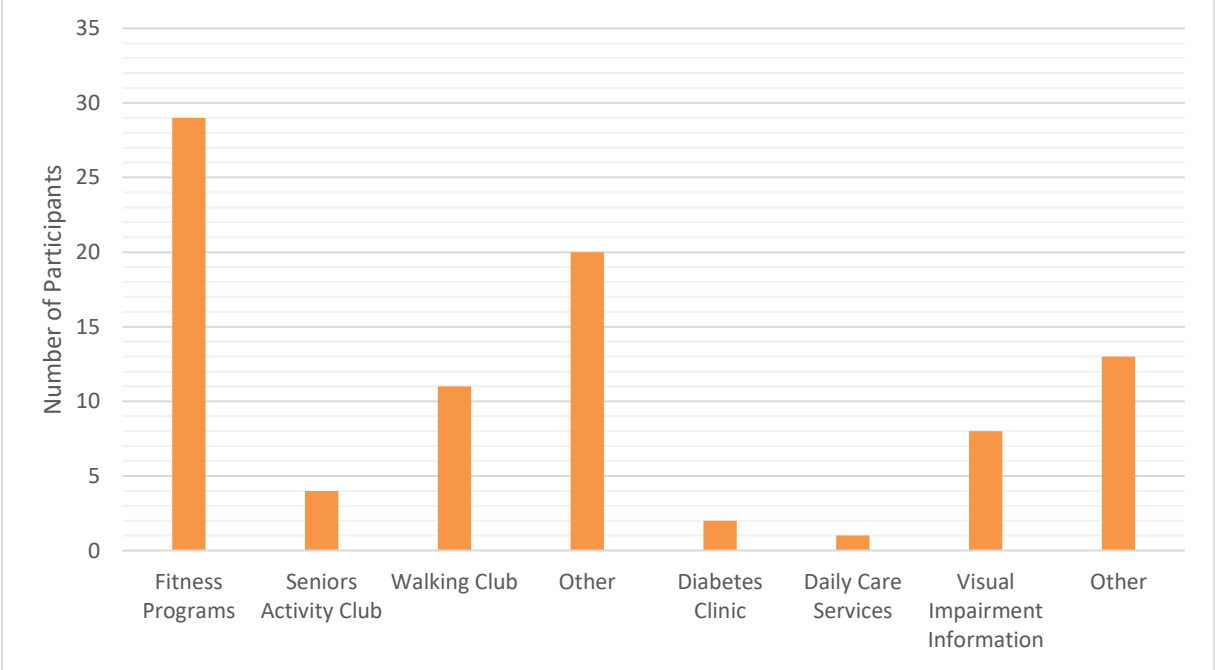



**Figure 11** The number of survey respondents who reported using each physical recreation option.

**Social Clubs and Services**

The average age of social club services users surveyed was 73.2 years old. Services included in the survey were: book club, day trips, seniors' dances, euchre club, mahjong club, social café, movie night, poker club, and travel groups. Of the older adults who reported using social clubs and services, the largest proportion was from Sydenham at 25%, with Hartington close behind at 21% (Figure 12). All participants from Battersea, Sunbury, and Elginburg reported social clubs and services usage (Figure 13). Respondents who utilized social clubs or services reported using "other" services most often, closely followed by the social café and book club (Figure 14).

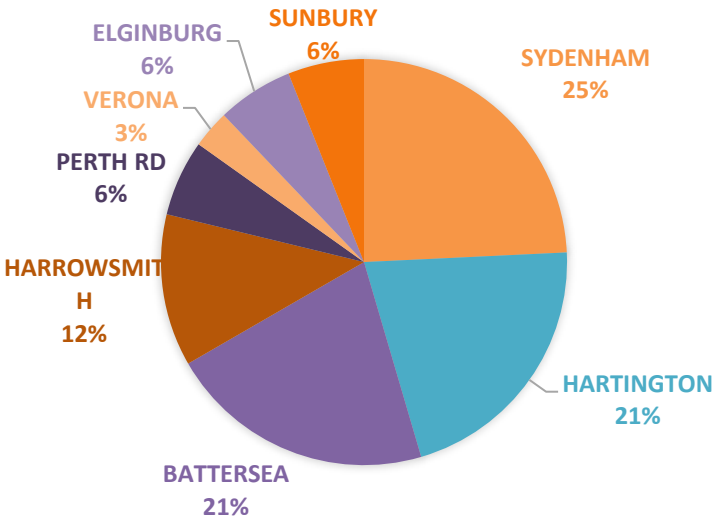



**Figure 12** The percent of survey respondents that were from each community within or just beyond South Frontenac Township that reported using Social Clubs and Services.

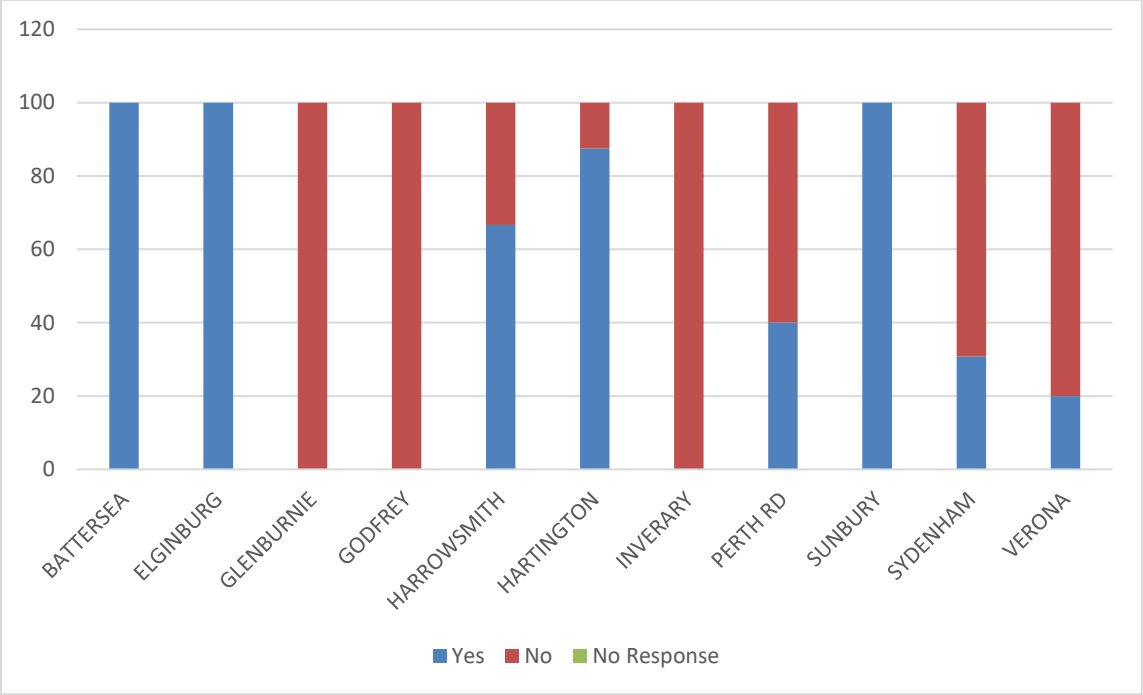



**Figure 13** The percent of survey respondents from each community within or just beyond South Frontenac Township that reported "yes", "no" or gave no response to the question: "Do you currently utilize Social Clubs and Services?"

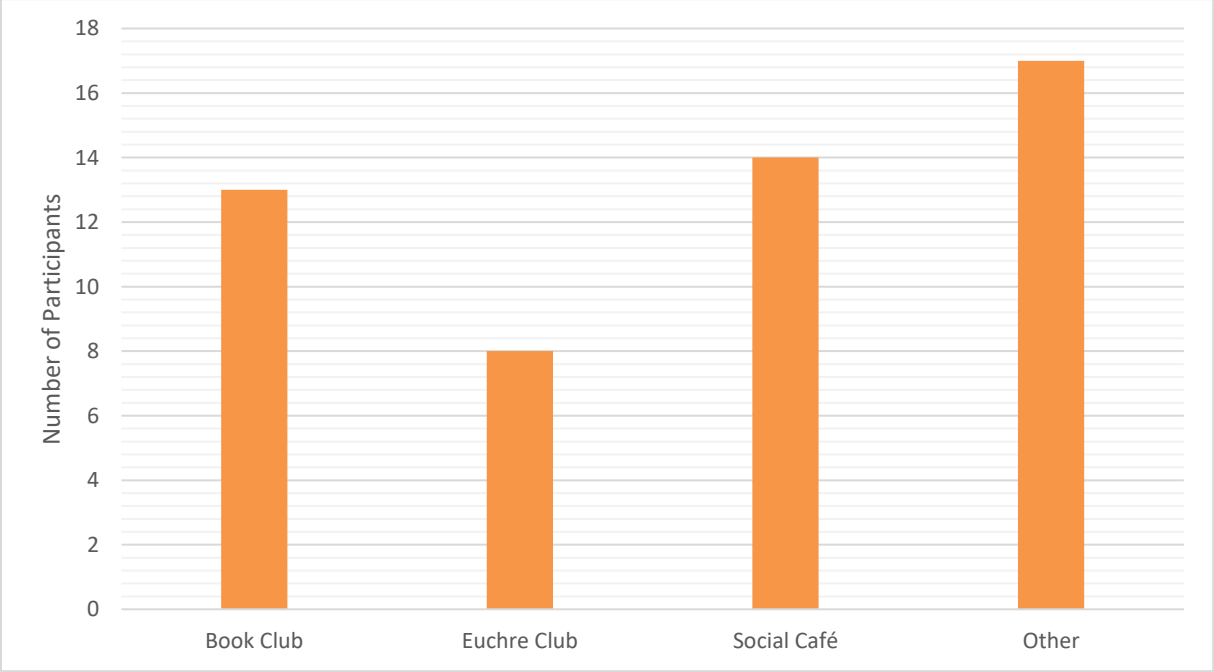



**Figure 14** The number of survey respondents who reported using each social club or service option.

**Skills Workshops**

The average age of skills workshop users surveyed was 72.7 years old. Services included in the survey were: special interest (arts, travel) workshop, legal issues workshop, technology classes, tax clinic, language skills, estate planning, art classes, driving course, retirement planning course, and seniors and law enforcement together (SALT). Of the older adults who reported using skills, the largest proportion was tied at 14% each in Sydenham and Hartington (Figure 15). All participants from Elginburg reported skills workshops usage (Figure 16). SALT was the most popular skills workshop among respondents, with legal issues workshops being a close second (Figure 17).

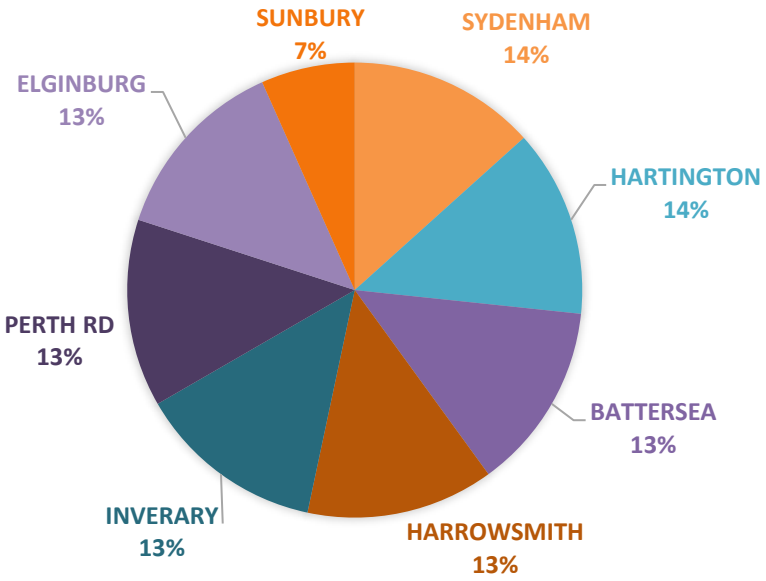



**Figure 10** The percent of survey respondents that were from each community within or just beyond South Frontenac Township that reported using Skills Workshops.

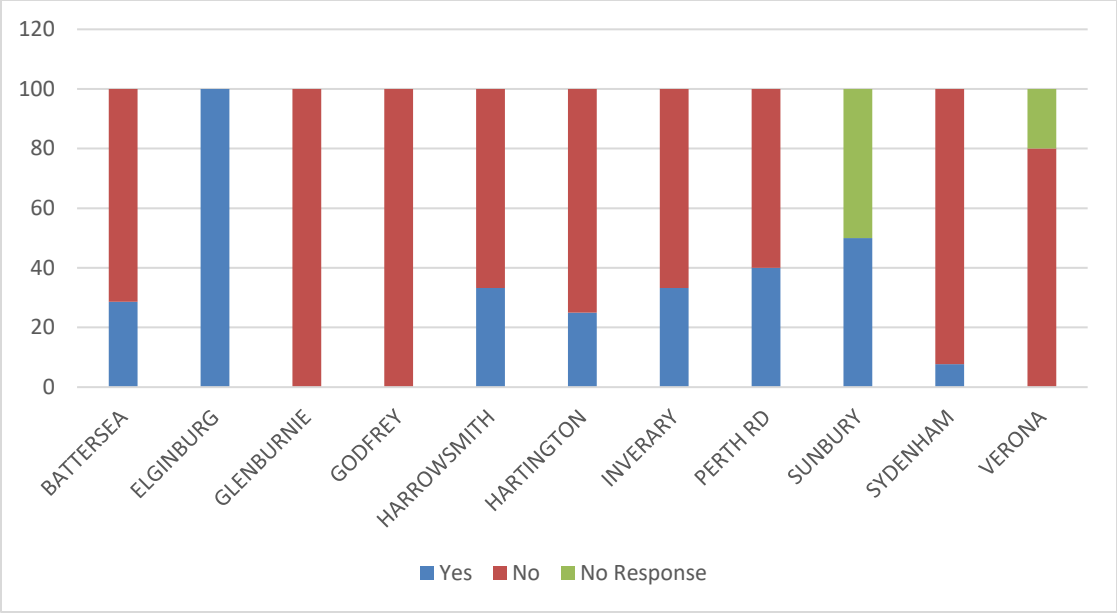



**Figure 16** The percent of survey respondents from each community within or just beyond South Frontenac Township that reported "yes", "no" or gave no response to the question: "Do you currently utilize Life Skills Workshops?"

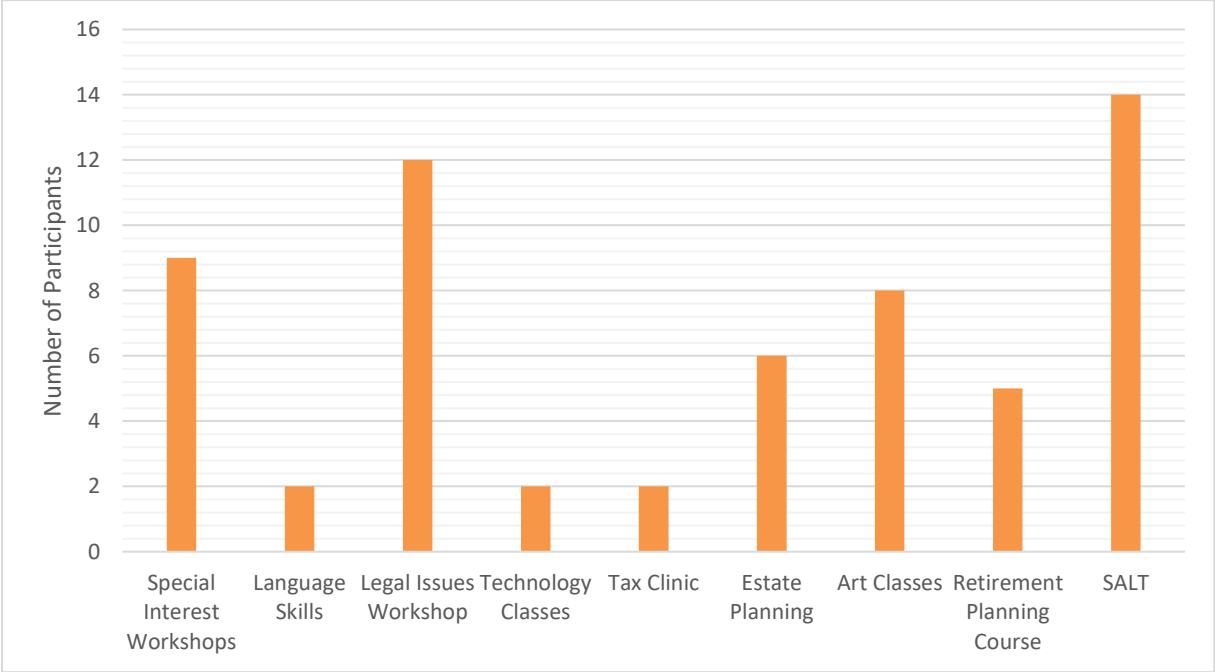



**Figure 17** The number of survey respondents who reported using each life skills or workshop option.

**Food Services**

The average age of food services users surveyed was 73.6 years old. Services included in the survey were: breakfast club, diner's/luncheon club, meals on wheels (hot food delivery), meals on wheels (frozen food), nutrition classes and the food bank. Of the older adults who reported using food services, the largest proportion was from Battersea at 27% (Figure 18). Over half of the participants from Battersea reported food service usage (Figure 19). Of the food service options, the most common was Diner's Club, followed by hot meals on wheels and frozen meals on wheels options (Figure 20).

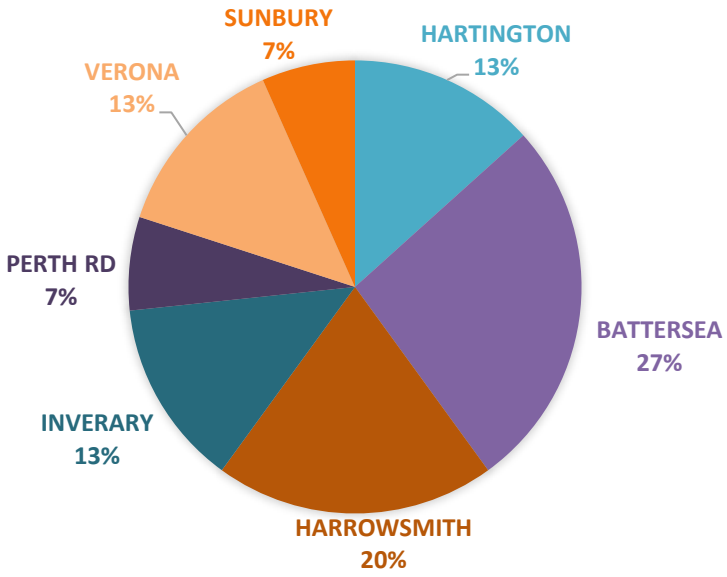



**Figure 18** The percent of survey respondents that were from each community within or just beyond South Frontenac Township that reported using Food Services.

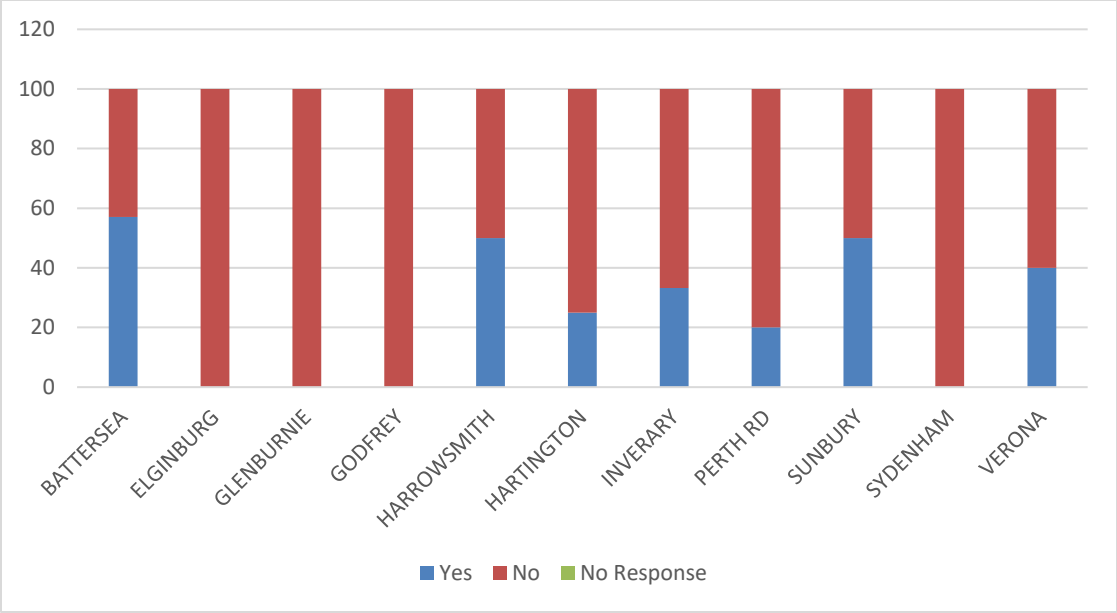



**Figure 19** The percent of survey respondents from each community within or just beyond South Frontenac Township that reported "yes", "no" or gave no response to the question: "Do you currently utilize Food Services?"

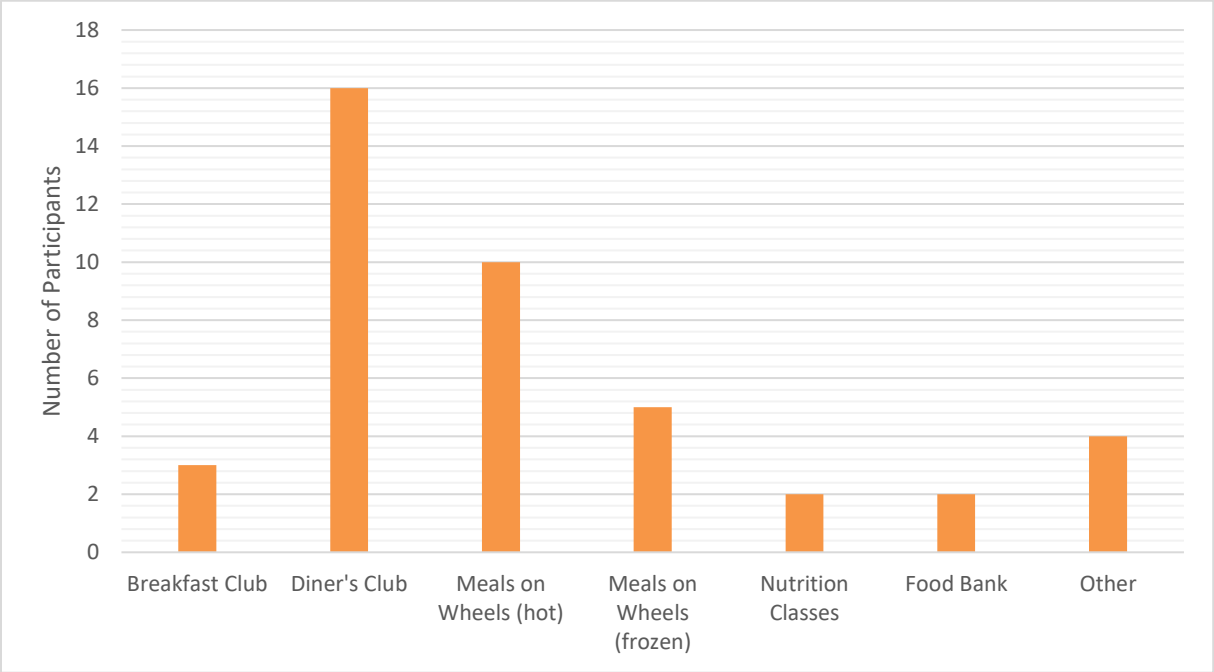



**Figure 20** The number of survey respondents who reported using each food service option.

**Transportation Services**

The average age of transportation services users surveyed was 73.2 years old. Respondents were also asked how often they used transportation services. Of the older adults who reported using transportation services, the largest proportion was from Sydenham at 34% (Figure 21). Inverary and Sunbury had the highest rates of transportation usage (Figure 22). Most respondents who reported transportation service use only used it rarely (Figure 23).

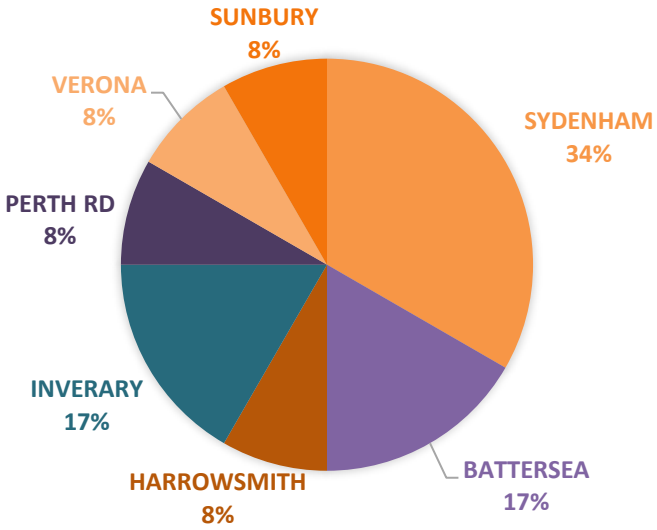



**Figure 21** The percentage of survey respondents that were from each community within or just beyond South Frontenac Township that reported using Transportation Services.

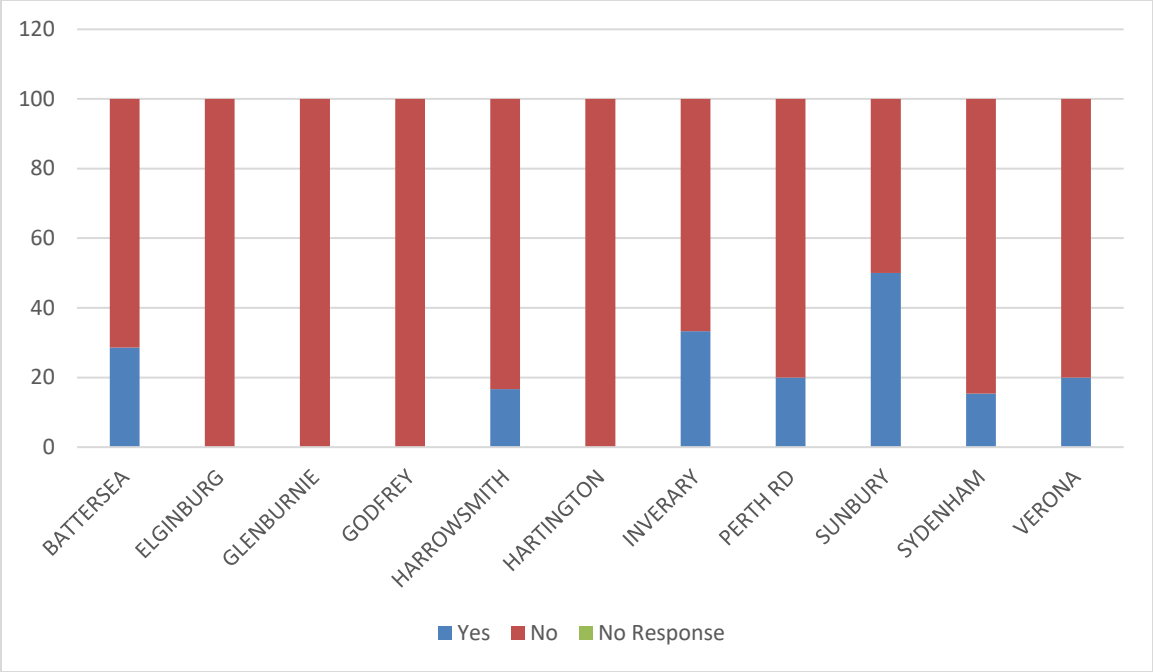



**Figure 22** The percent of survey respondents from each community within or just beyond South Frontenac Township that reported “yes”, “no” or gave no response to the question: “Do you currently utilize Transportation Services?”

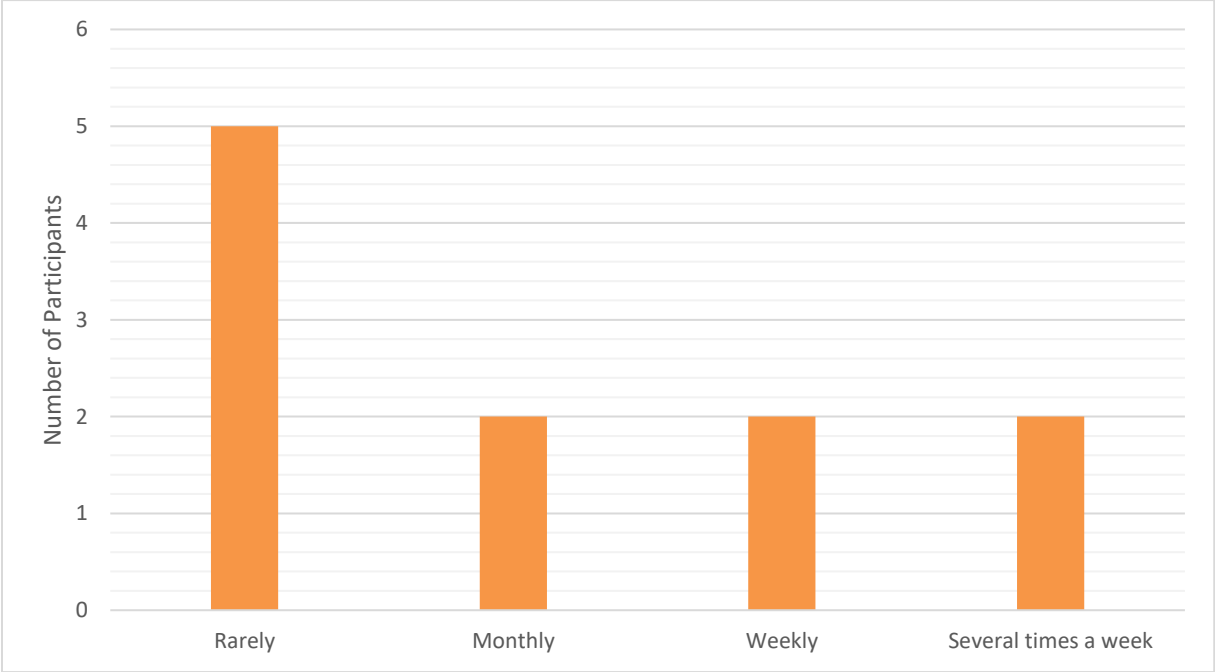



**Figure 23** The number of survey respondents who reported using each transportation services at each usage frequency.

**Housing Services**

The average age of housing services users surveyed was 69.7 years old. Services included in the survey were: rent geared to income, homelessness prevention services, homeless shelter, affordable housing information, home safety information and living alone support. Of the older adults who reported using housing services, usage was tied between Sydenham, Verona, and Battersea (Figure 24). A large proportion of Verona respondents used housing compared to other communities (Figure 25). Rent geared to income and living alone support were the only two housing supports named on the survey to be reported, with several respondents selecting “other” (Figure 26).

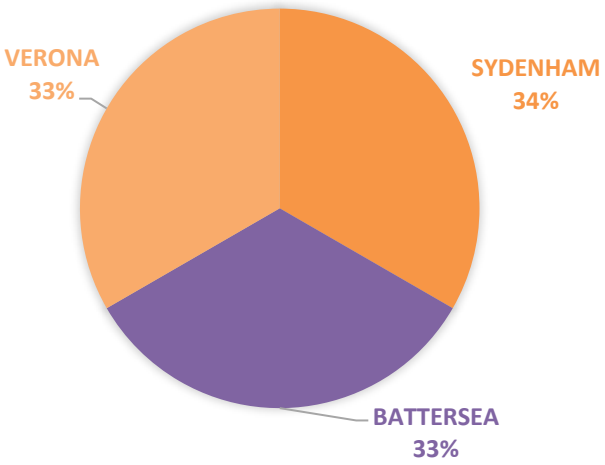



**Figure 24** The percent of survey respondents that were from each community within or just beyond South Frontenac Township that reported using Housing Services.

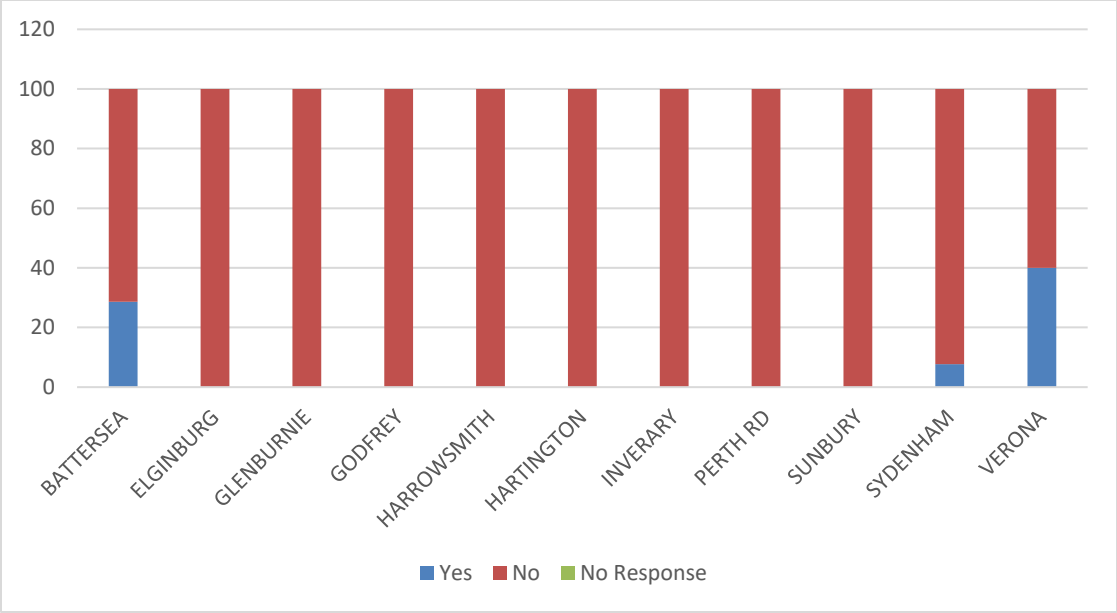



**Figure 25** The percent of survey respondents from each community within or just beyond South Frontenac Township that reported "yes", "no" or gave no response to the question: "Do you currently utilize Housing Services?"

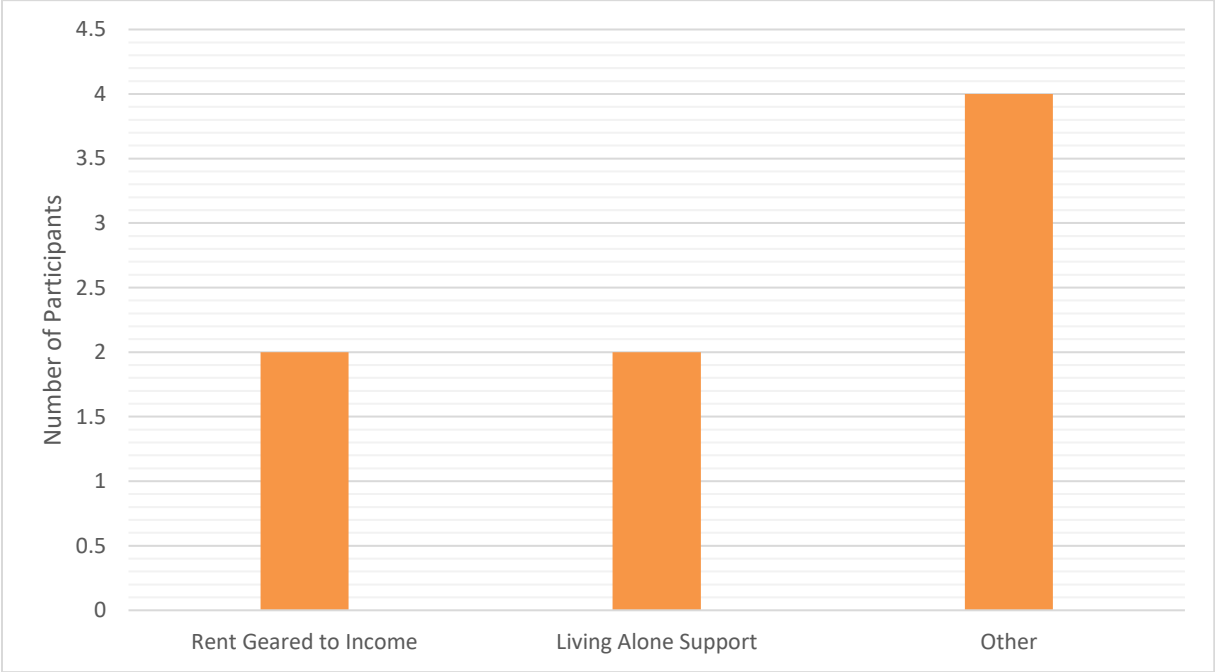



**Figure 26** The number of survey respondents who reported using each housing service option.

## Vulnerability Analysis

### Expressed Need Based on Age

The survey responses demonstrated a change in expressed need due to age. Age was tested against how often resident left their homes ($F=4.532$, $p<0.0001$), whether they had enough to eat ($F=9.30$, $p<0.0001$), and whether they could afford housing payments ($F=13.03$, $p<0.0001$). In all three cases, age significantly impacted responses.

Expressed Need by Income

### Expressed Need by Income

Income had a significant impact on how often the survey respondents reported leaving their home ($F=7.427$, $p<0.0001$). Income also had a significant impact on whether older adults had enough food to eat ($F=5.70$, $p<0.0001$) and whether they were able to afford their housing payments ($F=3.816$, $p<0.001$).

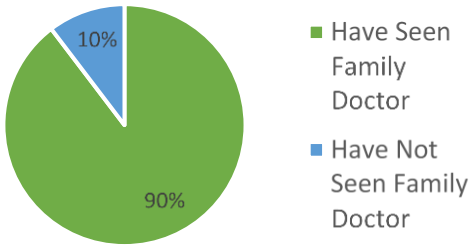
### Expressed Need by Isolating Factors

Most participants had access to a personal vehicle (79.5%), but those who did not had slightly lower rates of visiting their family doctor (Figure 27), and significantly higher rates of visiting the emergency department ($F=3.28$, $p<0.003$, Figure 28). Those without access to a personal vehicle had lower usage of library and physical recreation services ($F=6.92$, $p<0.002$, Figure 29; 30), and were more likely not to have enough to eat compared to those with a personal vehicle ($F=3.686$, $p<0.03$, Figure 31).

Mobility also influenced expressed need. Reduced mobility significantly decreased older adults leaving home ($F=4.425$, $p<0.007$). Lack of mobility, however, was not significant in whether older adults had enough food to eat, and if they could afford their housing, ($F=0.81$, $p<0.949$; $F=1.15$, $p<0.337$).

Living with children or a spouse did not significantly increase the likelihood that an older adult would leave home daily ($F=0.785$, $p<0.46$) and living alone was not significant in explaining if an older adult had enough food to eat ($F=1.029$, $p<0.363$) or was able to make housing payments ($F=0.244$, $p<0.784$).

**Respondents with Access to a Personal Vehicle**




**Respondents Without Access to a Personal Vehicle**

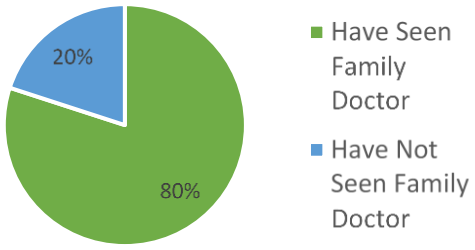
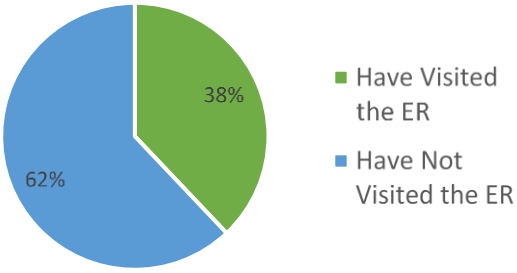



**Figure 27** Percent of respondants with access to a personal vehicle who have and have not seen their Family Doctor in the past 12 months (left, n=58); compared to the percentage of respondents who do not have access to a personal vehicle (right, n=15).



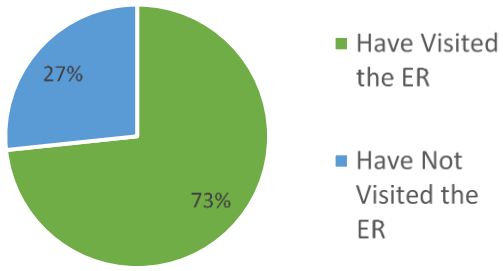




**Figure 28** Percent of respondants with access to a personal vehicle who have and have not been to the Emergency Department in the past 12 months (left, n=58); compared to the percentage of respondents who do not have access to a personal vehicle (right, n=15).

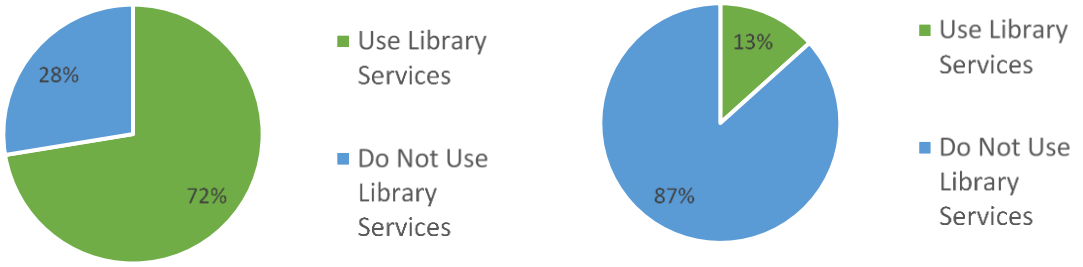



**Figure 29** Percentage of respondants with access to a personal vehicle who do or do not use Library Services in the past 12 months (left, n=58); compared to the percentage of respondents who do not have access to a personal vehicle (right, n=15).

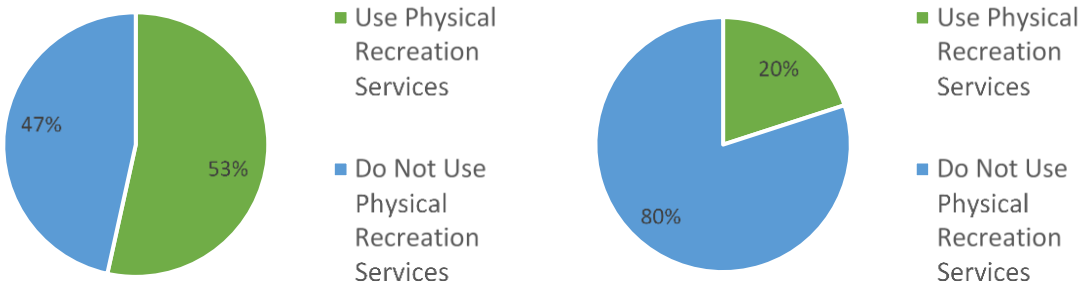



**Figure 30** Percentage of respondants with access to a personal vehicle who do or do not use Physical Recreation Services in the past 12 months (left, n=58); compared to the percentage of respondents who do not have access to a personal vehicle (right, n=15).

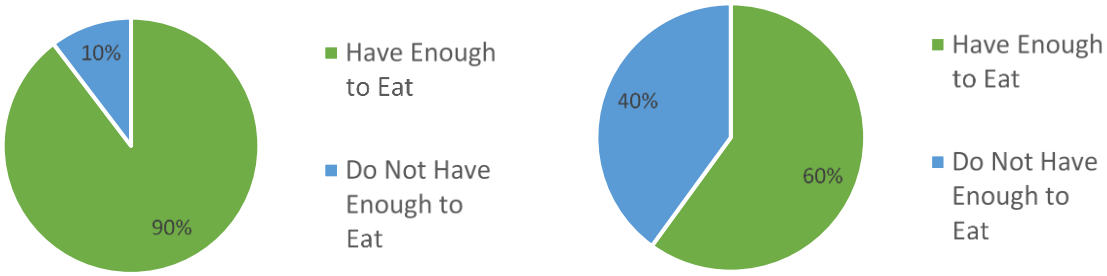



**Figure 31.** Percentage of respondants with access to a personal vehicle who reported having or not having enough to eat in the past 12 months (left, n=58); compared to the percentage of respondents who do not have access to a personal vehicle (right, n=15).

## Interview Results

Of the interview participants, 11 were female (68.7%) and 5 were male (31.3 %). The average age was slightly older than the survey participants at 73.8 years old. Four required the use of a mobility device, and three required transportation services.

There were three main themes that developed throughout the interviews:

1) As an aspiration goal, older adults had the desire to age in their community,
2) As a realistic view, older adults questioned whether it would be possible
3) Older adults felt transportation and funding were the largest barriers to accessing services

These themes were discussed at least once by each participant, despite varying gender, age, and socio-economic status. Other themes that were common in the interviews included volunteer work, awareness about services, an increase in programming in trades/skills, and the desire for a centralized information dissemination centre that older adults could contact to learn about all available services in their area.

**Desire to Age-in-Place**

Most interviewees wished to remain in their homes in their rural communities. Many alluded to social ties and nearby family as reasons to stay, while others felt the city was too busy for their lifestyle. Many were steadfast that they would remain at home, even if that meant reduced access to services. They enjoyed the peace of rural living as one participant described:

"Absolutely I have a desire to stay where I am. I live on a lake, and because of conservation areas no one can live around me. It's wonderful. I have no desire to go anywhere."

This attitude was reflected in several interview responses, especially in regard to the connection to the outdoors. Some interviewees felt moving into the city to be closer to resources would diminish a part of their identity:

"Yes, I will stay. I built my own house, have a huge amount of land… I was always outdoors throughout my life, I taught canoeing. I want to stay; the city has nothing for me."

Many felt that the social networks they had formed will help them navigate challenges to service access. Others said they will probably rely on family members, whether it might be a

spouse, sibling or their child(ren) to supplement the services they can obtain. One interviewee spoke of how his sister had helped their father with accessing services:

"My Dad still lives here, 93 and lives alone in the country. What does he need? He gets my sister to help – without her he would need someone to come to his house daily. Meals on wheels, someone to help with insulin, cleaning."

While the majority of the older adults wished to stay in their homes while they aged, several of the interviewees expressed a desire to move into Kingston. One respondent, who is unable to drive, noted that at least in town she would have access to public transportation to reach services. She mentioned how having no family in the area made her incredibly lonely, and that the only reason she remained in the study area is that she cannot afford to pay for a private room, so she must wait for a subsidized one to become available. Another participant commented on winter driving conditions becoming more treacherous each year, and that while they did not think the move would be immediate, they planned on moving into the city within the next 10 years.

Most participants recognized that remaining at home would eventually require community support but were unsure as to the exact supports they would need. About half of the interviewees were currently utilizing services. The services being used ranged from social coffees and exercise programs to full respite and adult day programs. Transportation was the most common service interviewees thought they would need, especially during harsh winter months. Many interviewees also mentioned help with housework and maintenance, as well as food services.

In terms of finding services, those already participating in community services came to learn about them in a variety of ways. The local paper, church, lake association and word-of-mouth recommendations were all mentioned when asked about how interviewees learned about services. Some of those not involved in services expressed uncertainty about what programs were available and suggested that having a phone line or guide created for rural older adults can assist those currently not connected with services. One interviewee mentioned how understanding what services fall within different organizations can be daunting, especially for rural residents. He felt part of the solution was in awareness:

"Communication of available services [is a step organizations could take to improve access]. A centralized area of information disseminations – or something like that. Sometimes social services are under different governments, so knowing the full range of what is available and keeping everyone involved connected. The challenge is in spreading information in rural areas."

Many interviewees felt that safely aging-in-place would only be possible with strong local connections. Many of those currently using services had learned of them from neighbours or friends or local organizations such as churches, highlighting the importance of community

connections. Several of the interviewees regularly volunteer providing services to others, while others stay involved through church and community groups. Those who wished to stay and age in place were more likely to mention being involved in local groups and felt more confident they would be able to acquire services than those who planned on moving to the city.

Many of the interviewees expressed a desire for more physically-active community programs. Suggestions including swimming programming, walking or hiking groups, and more fitness programs. Several of the male interviewees also discussed a desire for more trades-based programming, such as woodworking or landscaping classes.

**Transportation Concerns**

The most common concern from interview participants was the lack of transportation in the study area. All the participants commented on how driving was the primary mode of transportation to services, either by driving themselves or having a significant other or family member drive them. Several of those who drove themselves stated their fear of becoming isolated once they were no longer able to operate a vehicle. Those who did not have access to their own vehicle said that they felt isolated:

"Transportation is difficult, I can't walk to the Grace [Centre] and the guy that used to drive me won't take me anymore. I'm stuck."

Those who were still able to drive were concerned about winter weather impeding their ability to get services. Two also expressed concern at getting proper nursing or health care services at their homes should they require it, with one providing their experience after having surgery:

"I've fought with homecare to get services. Commonly get CCAC telling me what they can't do. Not being responsive to needs. It's not easy to get into Kingston for services, especially for physiotherapy when you're not mobile. They didn't want to send someone out. I had to be an advocate for myself. Advocate for rural populations and help those who don't know what they deserve or are entitled to fight for it."

Other interviewees discussed transportation as an additional financial barrier to services – that while they may be able to afford a social or exercise program, they cannot afford a taxi to get there. Some commented on volunteer driving groups alleviating some of the pressure for other types of public transportation; however, there are sustainability issues with relying on a solely volunteer strategy. One interviewee recalled that her previous driver refused to transport her any longer after someone told the driver she had bed bugs. Another interviewee who used to volunteer as a driver to local older adults claims that she was removed from the driver's list as someone complained about listening to gospel music in her car.

**Funding Issues**

After transportation, lack of funding was the most prevalent theme among participants. Many felt that local organizations couldn't meet the needs of older adults because they do not have adequate funding support to do so. Multiple interviewees mentioned that pensions are not enough to maintain quality of life for older adults, and one commented:

"My pension just isn't enough. I was never married, so it's just what I have. Anytime I do find a little bit more money, they adjust my RGI and there it goes."

Others discussed how efforts to curb government spending always takes away from non-profits and other groups that often work to provide essential services.:

"More local government involvement is needed. I serve on a region committee and hear where councilors are making budget cuts, and I seem to hear where they're cutting is their charity funds first – a "do it yourself" attitude. They just made a cut to Southern Frontenac CS, they gave some money but not nearly what they need."

Without proper funding, service providers are required to charge fees, which can bar low-income older adults from services they desperately need. The themes from the older adult participant interviews overlapped. The central theme of older adults wanting to age in place was consistent, and several older adults mentioned that rural elderly are resistant to accept help. The participant interviews had a theme of centralized information; a place where all available services within a region could be catalogued and connected to those in need of them.

**Key Informant Interview**

The main themes from the older adult interviews were also prevalent in the key informant interview. In particular, ideas surrounding awareness of what services were available and helping connect people in the community to each other were echoed in the interview with Southern Frontenac Community Services. The key informant interview also highlighted that some rural adults struggle to accept help. To some, receiving services requires one to admit that they can no longer sustain themselves completely on their own, and the organization feels that some struggle to admit to not being completely independent. Many older adults may be comfortable receiving care from a family member, but not want others in the community to know that they need help – especially men. According to the CEO:

"The challenge is getting people to admit they need help. A lot of seniors say 'I don't need charity' and don't realize it's not charity – it's a support to keep you happy, healthy, and at home."

A key point from the organization interview was that awareness is a significant goal for improving access to rural senior services. In rural communities it can be difficult to know about options if you don't directly know those involved, and SFCS is aiming to expand local awareness to help engage older adults that are currently being left out. Unfortunately, it can be difficult to

gauge how successful any awareness campaign may be, as getting exact numbers of those who need services can be difficult. The interviewee suggests that rural communities should work together sharing information to help:

1) Create a measure to gauge how successful organizations are in engaging rural older adults
2) Create a centralized centre for services, so older adults only have to contact one spot to understand all the services available to them

This second recommendation parallels the request of several older adults who were interviewed. The desire to have one source of information on all services would simplify the researching of available services and could prevent older adults in need from becoming overwhelmed between differing providers.

## Conclusions

For the older adult population, access to appropriate and affordable services is essential for maintaining quality of life. As life expectancy continues to increase, the amount of time care is needed has followed this trend, resulting in higher resource consumption much later in life. As people tend to consume the greatest amount of healthcare dollars in the final six months of their life, strategies must be developed for the aging population and the drain that their service needs will place on the system (Ministry of Seniors' Affairs 2017). Such strategies must strike a delicate balance between the physical, mental, and emotional needs of the growing older adult population and the financial realities of the province and country. A potential solution for this impending crisis is the aging-in-place movement, keeping older adults in their homes receiving community or in-house services for as long as possible. Promoted as a cost-effective approach to providing individualized care, the idea is favoured among older adults who yearn to feel independent and in control of their lifestyles.

As older adults age, the desire to remain in their homes is easily understood. Home is where they are familiar, often situated near family and friends within the community where they feel they belong. This sense of belonging is beneficial to mental health, and the thoughts of leaving their communities for a retirement home can be daunting. Paired with testimonies of nursing home abuse and lack of hygiene, it is easy to see why many older adults are against the move into residential care homes. But the truth is that remaining in their own homes will require proper planning and access to support and community services. The cost of home ownership is substantial, especially in Canada. With retirement savings and pensions dwindling to new lows (Schroders 2018), many older adults are finding services – or the ability to get to services – unaffordable. These challenges are then further exacerbated by social determinants such as income, frailty, education, and rurality (Vafaei et al. 2010).

Rural populations tend to be at greater health risks than urban populations (Lee & Vouchilas 2016). This phenomenon can compound with age, resulting in an older adult population with greater morbidity and living with more chronic conditions (Boutayeb & Boutayeb 2005). While service hubs such as "Seniors' Centres" have been developed in cities, rural older adults' are often left behind with a lack of funding, available infrastructure, and isolation creating barriers to accessibility (Benefield & Holtzclaw 2014; Bascu et al. 2014).

Within the rural area of South Frontenac Township, SFCS is responsible for the implementation of community programming, including those for older adults. In this study, the services were categorized into eight different service types: health services, library services, physical recreation services, social clubs and services, food services, transportation services, and housing services. It is important to recognize that older adults who completed the survey and interviews were asked about all services they utilize, and not just those limited to SFCS.

The survey found that older adults in South Frontenac Township utilized health services the most. Library and physical recreation services were the second and third most accessed services – but the possession of a personal vehicle appears to be a key component of accessing these services, presenting a barrier to those who are unable or cannot afford to drive. Those who lacked a personal vehicle also demonstrated greater food insecurity and need for emergency healthcare. Income also played a role in expressed need, with decreasing income increasing the prevalence of older adults not having enough food to eat or fearing inability to make housing payments. Personal mobility – evaluated through the requirement of mobile aids such as walkers or wheelchairs – reduced how often older adults ventured out of their homes.

Age had a significant impact on expressed need or service use in this sample. Most service categories (health services, library services, etc.) had similar mean ages when user age was examined. Housing services had the youngest average user age at 69.7 years old, and food services the oldest at an average of 73.6 years old. The survey data supported the need for increased community services with age and most interviewees felt that they will need increasing care as they become older consistent with other studies that support this trend (Leach & Joseph 2011; Bascu et al. 2014; Ryser & Halseth 2012). Older adults were especially concerned about transportation and navigating services during winter months, a barrier to care more prevalent in the rural older adult population (Joseph et al. 2015).

Indigenous status did not impact expressed needs in this survey sample. Most respondents were white, with only 5.5% identifying as indigenous. This is an interesting conflict with previous research that indicates indigenous populations have higher levels of chronic conditions and poorer health outcomes (Wilson et al. 2010; Beulah-Beatty & Berdahl 2011). However; the sample size of indigenous members was small, which may account for the unusual trends. There is also not a reserve within the township boundaries, so survey participants who identified as indigenous would be providing an off-reserve perspective to services.

Compared to national, provincial, and health unit levels, expressed needs for food services was similar in South Frontenac Township. In conversations about service needs, many interviewees discussed transportation issues as their primary concern, which differs from national data that suggests older adults most desire assistance with housework (CCHS 2014). However, when predicting future service needs, more labour-intensive tasks such as landscaping and housework were often cited by interview participants, which reflects the data found from the CCHS. Funding issues were another main concern of interviewees and many mentioned that their parents relied on family and friends to care for them as they were unable to afford paying for services. These concerns are in line with the national, provincial, and health unit data around older adults relying on family caregivers.

Survey data indicates that in some communities older people are accessing services at higher rates than others, such as Verona's high use of housing services and Harrowsmith's high use of library services. It is difficult to tell if lower usage is due to distance to services or lack of

availability, as the survey did not include indications of why someone does or does not use a service.

An interesting outcome to the survey was library service use. Within South Frontenac Township there are three library branches – one in Sydenham, one between Sunbury and Battersea, and one in Hartington. Despite being very close to a library, Battersea respondents only reported that 14.3% used the library. The respondents of other communities close to branches reported much higher usage, and some respondents from communities farther from branches, such as Verona, reported up to 80% library usage. However; usage of library services in particular was significantly impacted by the access one has to a personal vehicle. This calls into question whether rural services, especially those available in only some of the smaller communities, are only sustainable with rural older adults who continue to drive.

Would centralizing services to the core of the rural region be of any benefit? With rural services often being volunteer driven, having a service move from the smaller community may lose volunteers who were previously involved. While having all services available central to the Township would benefit those close to this centre, perhaps Sydenham in the case of South Frontenac Township, this would leave older adults on the edges of the region farther from services than before. One way to combat these concerns would be to develop a network of reliable transportation within the community for each available service.

Southern Frontenac Community Services already uses volunteer drivers for several of its services; Diner's Club, Day Program, and Meals on Wheels. Expanding this form of transportation to cover all services would require intense recruitment and collaboration but might allow individuals who cannot drive the ability to access services that they could not before. As these participants often could not access services within their smaller community, centralizing at the core of the rural area would not provide a greater barrier to accessibility if it is coupled with a comprehensive transportation strategy.

The final option is the potential realization that senior services in rural communities are simply a stepping stone to relocation within an urban area that has greater access to services. As funding and population is typically greater in urban areas compared to rural, organizations have more diversity in their programming and the infrastructure to offer services to more people. Several of the interview respondents noted they planned to move into Kingston in the coming years, expecting their health to decline and their needs to be greater. However; most interviewees expressed a desire to remain living in their current rural community, citing their social connections and wish to be surrounded by nature. Several noted that part of aging in place included compromising on some services that are more readily available in the city – but at what point does compromising on services diminish quality of life beyond what is acceptable?

When determining services for rural older adults, the potential solutions to providing services are complex. Access to a personal vehicle was the most significant factor in the use of

services, and older adults were concerned that due to lack of funding, those who needed services the most would be unable to afford them. Awareness of available services and how to access them was a common theme among interviewees, with the suggestion of a centralized information centre for South Frontenac Township made several times. Such a facility would centralize information about all available services and providers and help direct older adults to the correct organization based on their needs. This recommendation is made on the premise of maintaining the service model as it currently functions, with smaller communities within the rural network providing services throughout the township. Communication among the communities should be supported through the development of an Older Adult Forum or Activity Group, allowing the volunteers and organizations (SFCS, retiree groups, church groups) to discuss their current services and how they can be better integrated into a comprehensive service network for South Frontenac Township.

**Limitations**

The survey sample was 74% female and 26% male, which diverges from the regional split of 51% male and 49% female. For the interviews, the ratio was 68.8 % female and 31.2% male, also skewed towards women. This means there may be expressed needs from older men that have not been given proper consideration. The age range for the project was from 61 years old to 86 years old; which leaves out a significant portion of the very old population 85 and over that may have unique needs compared to younger older adults.

With no participants identifying as a visible minority beyond the 5.5% Indigenous group, the impacts of cultural and language barriers could not be assessed. Eight survey respondents indicated that English was not their first language, but their results did not differ in a significant way from other older adults of the same gender. The Indigenous participants reported service use that was very similar to the South Frontenac average, but a small sample size makes it difficult to conclude whether they are being adequately considered in program development.

Despite efforts to reach as many older adults as possible, the sample may not reflect the most marginalized and isolated of older adults. Those who do not have internet access or do not leave their home regularly may not have had the opportunity to participate in the same capacity as more mobile older adults. Those who were less connected in the community may have also been disadvantaged from hearing about and accessing this study. The study only included 2% of the older adults within South Frontenac Township, with a large portion coming from the village of Sydenham, where the SFCS offices are located. This may have skewed the results of the survey towards the needs of the older adults residing in or near this specific smaller community.

Compared to the general population of South Frontenac Township, the sample group was more female, slightly less likely to live in a detached home (87.7% vs. 96%) and less likely to speak English as their first language (89% vs. 97.8%). The average household income for survey participants was $54,988, lower than the average for South Frontenac Township at $84,953.

This may be accounted for by a number of survey respondents being retired and no longer receiving employment income. Survey respondents held postsecondary degrees at a higher rate (65.8% compared to 56.8%) than the rest of South Frontenac Township, and the survey sample was also more likely to be married, divorced, or widowed compared to the general population.

These demographic differences between the survey sample and the rest of the population need to be considered when examining the results. The conclusions are based on a small subset of the older adults in South Frontenac Township that are more educated, more likely to be married, and do not include the perspective of individuals who are a part of a visible minority. The survey also did not report where the individuals used the senior services – whether they remained in their small community, travelled to services within a different smaller community, or used services in Kingston.

This project provides insight into aging from the perspective of older adults. When considering the question of whether rural communities can support aging, this perspective only provides a partial answer. As seen in previous literature, many services in rural communities rely on volunteer work. This was reflected in the interviews with some of the older adults, but an in-depth analysis of the volunteer perspective was not included. This gap makes it difficult to assess whether these communities can support the needs of rural older adults.

A final limitation would be the lack of government perspective in the study. While the Ontario Seniors Action Plan has been referenced, local officials within South Frontenac township were not consulted. This results in the lack of perspective from policy-makers and those who contribute funding towards programming for older adults. To determine whether rural communities can support the rural older adult population it would be important to study all the contributing parties – government, organizations, volunteers, and older adults – and how they work together to come to a comprehensive conclusion.

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Honorable Steve Clark
MPP for Leeds-Greenville-Thousand Islands and Rideau Lakes
100 Strowger Boulevard, Suite 101
Brockville, ON K6V 5J9

March 27th, 2019

Dear Minster Clark ,

I am writing this letter to seek your advice and guidance. The Township of South Frontenac is a municipality within the Provincial Riding represented by Mr. Hillier.

South Frontenac has waited patiently for an opportunity to have a Member of the Provincial Parliament siting in government and following the Provincial election, we had hopes that our years of educating, communicating and lobbying on behalf of South Frontenac's unique needs would lead to improved opportunities for South Frontenac.

With the recent decision to remove Mr. Hillier from caucus, the Township is now at a loss as to how to regain our footing and best move forward the concerns and needs we have diligently been pursuing.

I would ask you, as Minister of Municipal Affairs and Housing and the MPP for Leeds-Greenville-Thousand Islands and Rideau Lakes our neighbouring riding, to offer suggestions on how we may best advance the concerns and needs that we have in South Frontenac.

I would welcome the opportunity to meet with you personally or to talk at a mutually convenient time. Alternatively a written response would allow me to share your advice with the rest of Council.

Thank you in advance for your consideration.

Yours truly,

Ron Vandewal.

Mayor Ron Vandewal

# TOWNSHIP OF SOUTH FRONTENAC
# BY-LAW 2019-24

**A BY-LAW TO CONFIRM GENERALLY PREVIOUS ACTIONS OF THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC.**

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

1. The actions of the Council of the Corporation of the Township of South Frontenac at its Council Meeting of April 2, 2019 be confirmed.

2. Execution by the Mayor and the Clerk of all Deeds, Instruments and other Documents necessary to give effect to any such Resolution, Motion or other action and the affixing of the Corporate Seal to any such Deed, Instruments or other Documents is hereby authorized and confirmed.

3. This By-law shall come into force and take effect on the date of its passage.

Dated at the Township of South Frontenac this 2 day of April, 2019.

Read a first and second time this 2 day of April, 2019.

Read a third time and finally passed this 2 day of April, 2019.

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

_____
Ron Vandewal, Mayor

_____
Angela Maddocks, Clerk