TOWNSHIP OF SOUTH FRONTENAC
COUNCIL MEETING
AGENDA

Audio Broadcast on Township's Facebook Page
https://www.facebook.com/SouthFrontenacTwp

TIME: 7:00 PM,
DATE: Tuesday, October 6, 2020
PLACE: Electronic Participation/Council Chambers.

1. *Call to Order and Roll Call*

a) **Resolution**

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

3. *Approval of Agenda*

a) **Resolution**

4. *Scheduled Closed Session - not applicable*

5. ****Recess** - not applicable*

6. *Public Meeting*

a) **Resolution -** Open Public Meeting

b) **Shield Shores Lane Naming** 4 - 14

c) **Resolution** - Close Public Meeting

7. *Delegations*

a) Meela Melnik-Proud, re: Johnston Point Plan of Condominium

b) Matt Rennie, re: Johnston Point Plan of Condominium

8. *Approval of Minutes*

a) **September 15, 2020 Council Minutes** 15 - 21

9. *Business Arising from the Minutes - not applicable*

10. *Reports Requiring Action*

a) **RC-20-01 - Road Closing Application - Conc 9 & 10, Lot 20 - Christel Lane** 22 - 28

b) **Site Plan Control Agreement - 3898 Greenfield Road - Wright** 29 - 38
(See By-law 2020-49)

c)	**Zoning By-law Amendment - Z-20-0 - 316 Koen Road - Clayton Potts** (See By-law 2020-50)	39 - 40
d)	**Site Plan Control Application - SP-05-20-L - Concession 6 Part of Lot 25 - Loughborough (Potts)** (See By-law 2020-51)	41 - 50
e)	**Site Plan Control Application SP-07-20-B - Con 12, Part Lot 1, 10 Barrett Lane** (See By-law 2020-52)	51 - 59
f)	**Johnston Point Condominium Agreement** (See By-law 2020-53)	60 - 95
g)	**New Burning By-law** (See By-law 2020-54)	96 - 132
h)	**WTC Tower Site Agreement** (See By-law 2020-55 and resolution)	133 - 142
i)	**Non-Union Employment Policies**	143 - 151
11.	*Committee Meeting Minutes*	
a)	**Bellrock Community Hall Committee** meeting held August 20, 2020.	152 - 153
b)	**Public Services Committee** Meeting of August 26, 2020	154 - 159
c)	**Harrowsmith Beautification Committee** Meeting held August 31, 2020	160
12.	*By-laws*	
a)	**By-law 2020-49** - Site Plan Control - 3898 Greenfield Road - Wright	161
b)	**By-law 2020-50** - Rezone - Concession 6, Part of Lot 25, 316 Koen Road (Potts)	162 - 164
c)	**By-law 2020-51** - Site Plan Agreement - Conc 6 Part of Lot 25 - 316 Koen Road - Potts	165
d)	**By-law 2020-52** - Site Plan Control - 10 Barrett Lane - Bumstead/Kratzer	166
e)	**By-law 2020-53** - Johnston Point Condominium Agreement	167 - 168
f)	**By-law 2020-54** - Regulate Open Air Burning	169 - 178
g)	**By-law 2020-55** - Agreement with WTC Communications	179
13.	*Reports for Information*	

a)	**Social Media Usage Policy** - HR-022	180 - 187
14.	*Information Items - not applicable*	
15.	*Notice of Motions*	
16.	*Announcements/Statements by Councillors*	
17.	*Question of Clarity (from the public on outcome of agenda items)*	
18.	*Closed Session*	
a)	**Resolution** - Move into Closed Session	
b)	Municipal Act, Section 239.2 (b) personal matters about an identifiable individual , including municipal or local board employees - Deputy Chief Building Official - Verbal Update	
c)	**Resolution** - Move out of Closed Session	
19.	*Confirmatory By-law*	
a)	**By-law 2020-56**	188
20.	*Adjournment*	
a)	**Resolution**	

REPORT TO COUNCIL

DEVELOPMENT SERVICES

AGENDA DATE: October 6, 2020

REPORT DATE: September 29, 2020

SUBJECT: Public Meeting Report - Shield Shores Condominium Private Lane Names

Recommendation

It is recommended that South Frontenac Council receive comments from the public, and pending comments received, direct staff to prepare a by-law naming two private lanes and two existing rights-of-way associated with the Shield Shores Plan of Vacant Land Condominium.

Background

At its August 11, 2020, meeting, South Frontenac Council directed staff to provide public notice of Council's intention to pass a by-law naming two private lanes and two existing rights-of-way associated with the Shield Shores Plan of Vacant Land Condominium.

Council agreed that three of the four names were reasonable. However, Council recommended the Owner reconsider the name "Gruntled Lane".

Public notice was provided for a minimum of 30 days through the Township website and advertisements in Frontenac News. Notice was also mailed to individuals who own land accessed by the existing rights-of-way.

The approved draft plan Shield Shores Plan of Vacant Land Condominium is located east of Battersea on lands legally described as Part of Lots 15, 16 & 17, Concession 9, Geographic Township of Storrington, Township of South Frontenac. The subject lands are located approximately 1 km east of the settlement area of Battersea along Wellington Street. Attachment 1 to this report shows the location of the property subject to the approved draft plan of vacant land condominium.

Draft plan approval was issued by the County of Frontenac for a period of 3 years (until May 15, 2022) to allow the developer to satisfy the conditions. Draft plan approval includes a requirement for the Owner to agree in writing to name the streets in accordance with the Township's Civic Addressing practices.

Proposal

The Owner of the subject lands, Barry Campbell, is requesting lane names for the Shield Shores Plan of Vacant Land Condominium that are not on the approved list of names for future roads and private lanes in By-law 2015-60.

Since the August 11, 2020, Council meeting, the Owner has consulted with the landowners along the two existing rights-of-way on possible lane names. It is the understanding of staff that all involved are in agreement of the requested lane names for the rights-of-way.

The requested lane names were reviewed and accepted by Development Services and Frontenac County GIS staff as meeting the Township's Civic Addressing and Emergency Services practices.

REPORT TO COUNCIL

DEVELOPMENT SERVICES

Requested Lane Name	Location of Lane
Shield Shores Lane	Block 24
Glacier Lane	Block 23
Birdhaven Lane	Existing right-of-way off Block 24
Briscoe Bay Lane	Existing right-of-way off Wellington Street

Attachment 2 to this report shows the requested names on the Draft Plan of Vacant Land Condominium.

Conclusion

Consistent with Council's procedural by-law, it is recommended that South Frontenac Council receive comments from the public and pending comments received direct staff to prepare a by-law naming two private lanes and two existing rights-of-way associated with the Shield Shores Plan of Vacant Land Condominium.

Prepared by: Christine Woods, MCIP, RPP, Senior Planner

Submitted/approved: Claire Dodds, MCIP, RPP, Director of Development Services

Approved by: Neil Carbone, CAO

Attachments:

1. Location Map
2. Requested Names on Draft Plan of Vacant Land Condominium

Public Meeting
Shield Shores Condominium
Private Lane Names

Part of Lots 15, 16 and 17, Concession 9, Storrington District

Tuesday, October 6, 2020

7:00 p.m. Virtual Public Meeting

South Frontenac Council

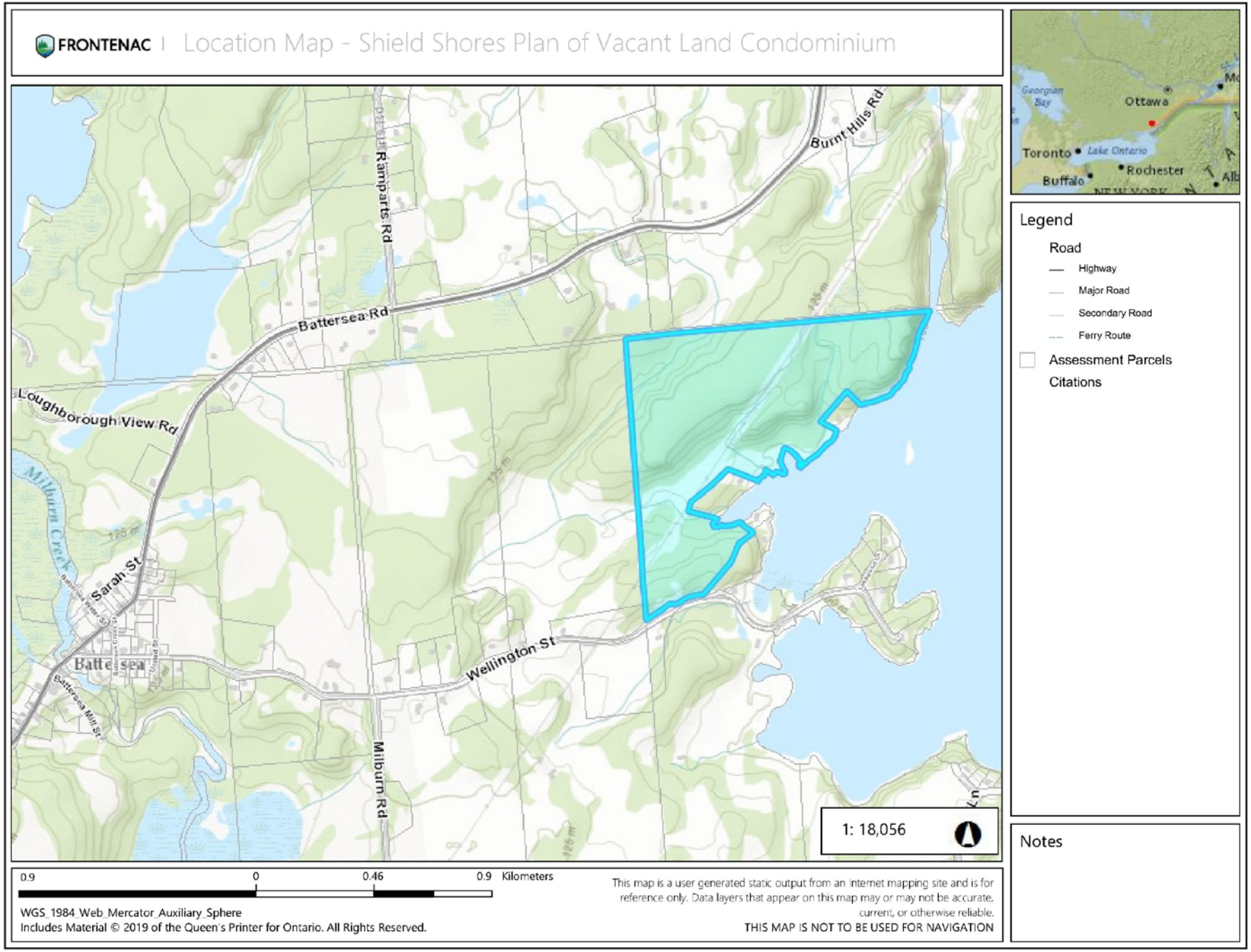
South Frontenac

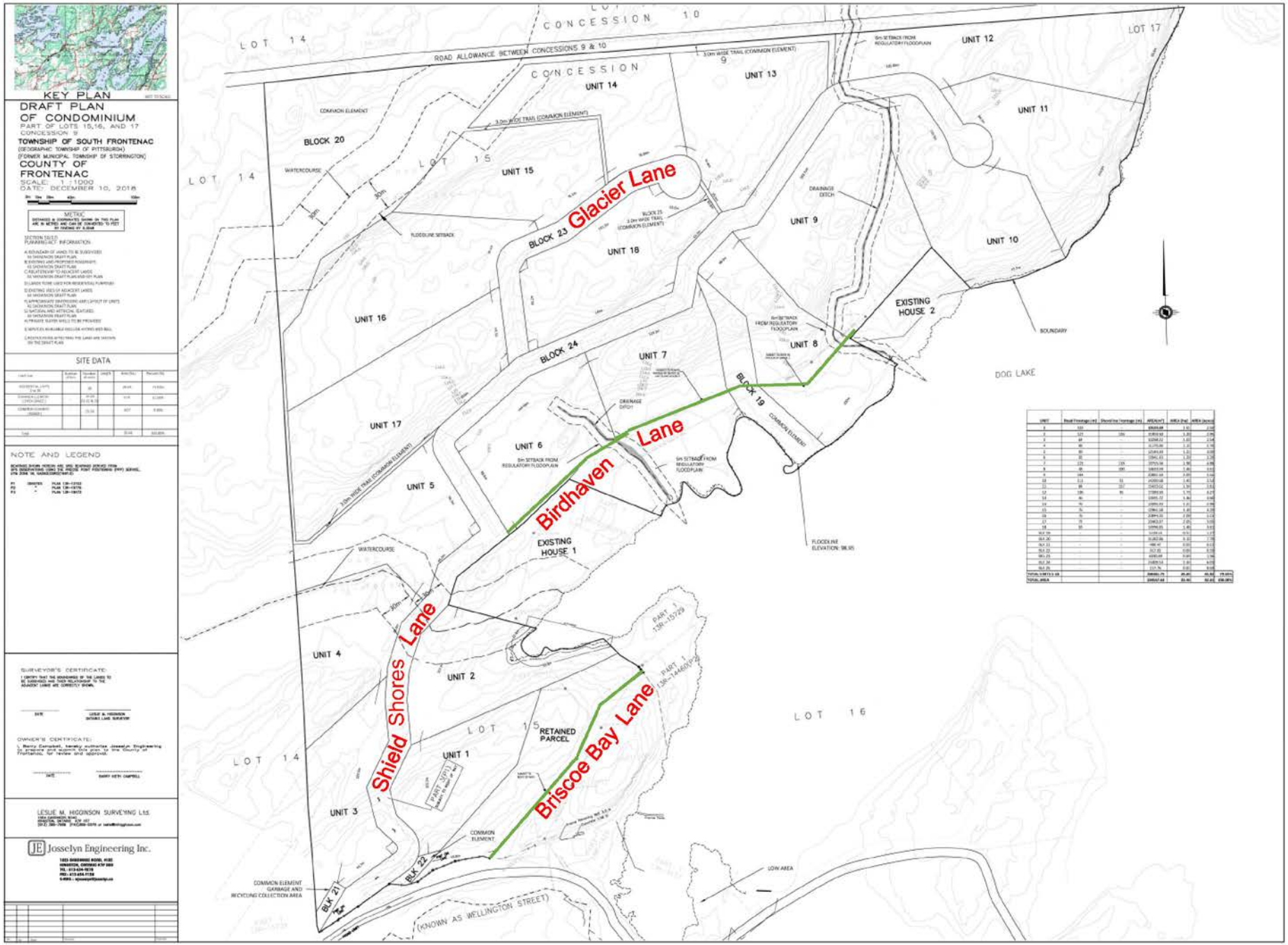
Public Meeting Statement

- The purpose of this public meeting is to receive comments on Council's intent to consider a by-law to name two new private lands and two existing rights-of-way associated with the Shield Shores Plan of Vacant Land Condominium
- Public notice of this meeting was provided for a minimum of 30 days through the Township website and advertisements in Frontenac News as outlined in Schedule 1 of Notice By-law 2016-73.
- Notice was mailed to individuals who own land accessed by the existing rights-of-way.
- Any person may provide written comment or oral submissions at this public meeting.
- If Council is in favour of the proposal, a private lane naming by-law will be considered at a subsequent meeting.

Agenda for Public Meeting

- Planner reviews proposal and delivers report
- Comments/Questions from Council
- Comments from the Petitioner
- Comments from the Public
- Comments/Questions from Council
- Close Public Meeting


FRONTENAC | Location Map - Shield Shores Plan of Vacant Land Condominium
Burnt Hills Rd
Ramparts Rd
Battersea Rd
Loughborough View Rd
Milburn Creek
Sarah St
Battersea
Wellington St
Milburn Rd
Georgian Bay
Ottawa
Toronto
Lake Ontario
Rochester
Buffalo
Legend
Road
Highway
Major Road
Secondary Road
Ferry Route
Assessment Parcels
Citations
1: 18,056
Notes
0.9 0 0.46 0.9 Kilometers
WGS_1984_Web_Mercator_Auxiliary_Sphere
Includes Material © 2019 of the Queen's Printer for Ontario. All Rights Reserved.
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION


KEY PLAN
DRAFT PLAN
OF CONDOMINIUM
PART OF LOTS 15,16, AND 17
CONCESSION 9
TOWNSHIP OF SOUTH FRONTENAC
(GEOGRAPHIC TOWNSHIP OF PITTSBURGH)
(FORMER MUNICIPAL TOWNSHIP OF STORRINGTON)
COUNTY OF
FRONTENAC
SCALE: 1:1000
DATE: DECEMBER 10, 2018
METRIC
SITE DATA
NOTE AND LEGEND
SURVEYOR'S CERTIFICATE:
OWNER'S CERTIFICATE:
LESLIE M. HIGGINSON SURVEYING Ltd.
Josselyn Engineering Inc.
CONCESSION 10
CONCESSION 9
ROAD ALLOWANCE BETWEEN CONCESSIONS 9 & 10
LOT 14
LOT 15
LOT 16
LOT 17
UNIT 1
UNIT 2
UNIT 3
UNIT 4
UNIT 5
UNIT 6
UNIT 7
UNIT 8
UNIT 9
UNIT 10
UNIT 11
UNIT 12
UNIT 13
UNIT 14
UNIT 15
UNIT 16
UNIT 17
UNIT 18
BLOCK 20
BLOCK 23
BLOCK 24
BLOCK 19
BLK 21
BLK 22
Glacier Lane
Birdhaven Lane
Shield Shores Lane
Briscoe Bay Lane
EXISTING HOUSE 1
EXISTING HOUSE 2
RETAINED PARCEL
COMMON ELEMENT
3.0m WIDE TRAIL (COMMON ELEMENT)
WATERCOURSE
DRAINAGE DITCH
FLOODLINE SETBACK
FLOODLINE ELEVATION: 98.95
9m SETBACK FROM REGULATORY FLOODPLAIN
BOUNDARY
DOG LAKE
LOW AREA
COMMON ELEMENT GARBAGE AND RECYCLING COLLECTION AREA
(KNOWN AS WELLINGTON STREET)

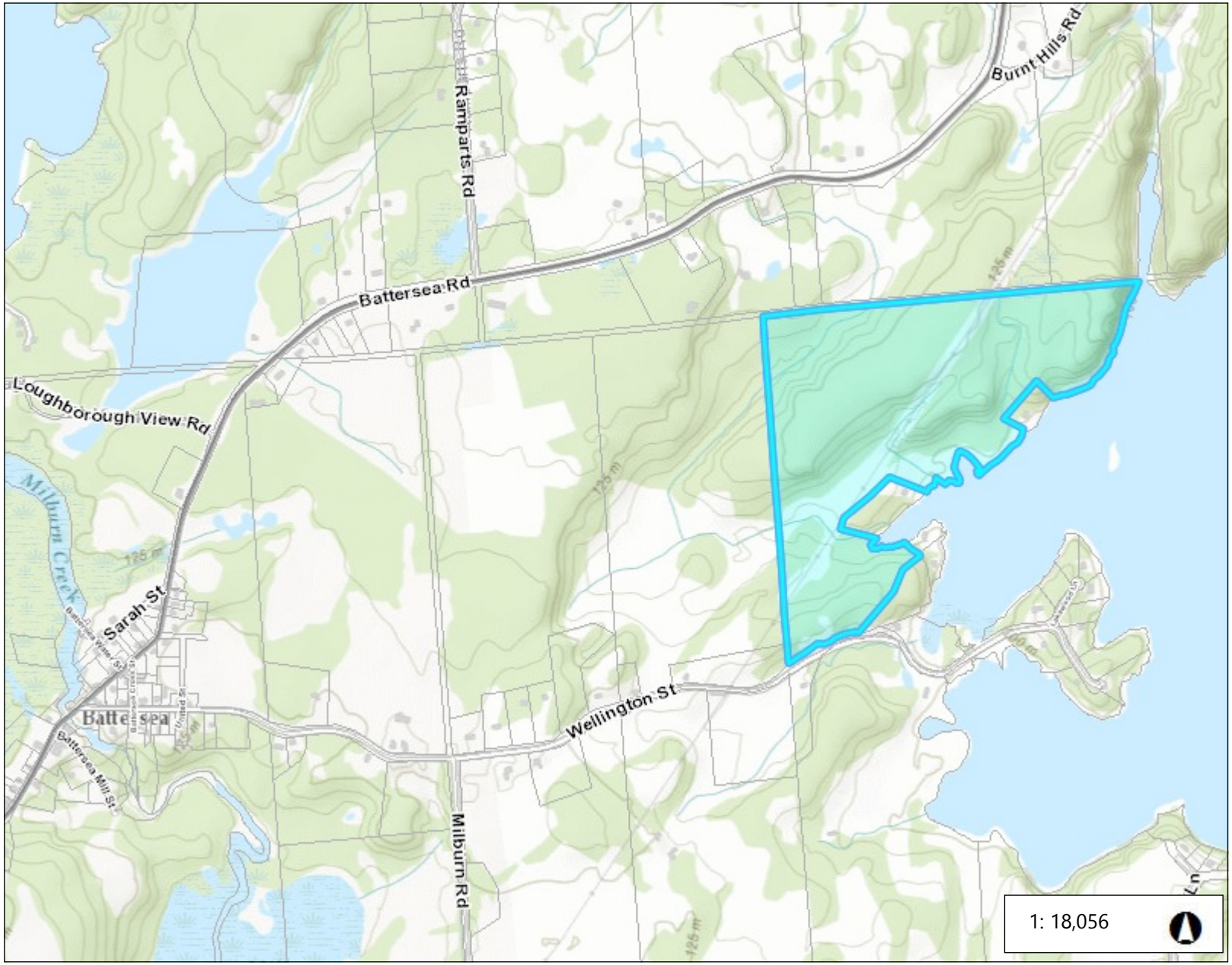
Recommendation and Next Steps

- It is recommended that South Frontenac Council receive comments from the public and, pending comments received, direct staff to prepare a by-law to naming two private lanes and two existing rights-of-way associated with the Shield Shores Plan of Vacant Land Condominium.
- Planning staff will bring forward a report providing a further recommendation and by-law to an upcoming Council meeting for consideration.

Questions and Comments

- Comments/Questions from Council
- Comments from Applicant/Owner
- Comments from the Public
- Comments/Questions from Council

FRONTENAC | Location Map - Shield Shores Plan of Vacant Land Condominium



Legend

Road
- Highway
- Major Road
- Secondary Road
- Ferry Route

Assessment Parcels

Citations

Notes

0.9 0 0.46 0.9 Kilometers

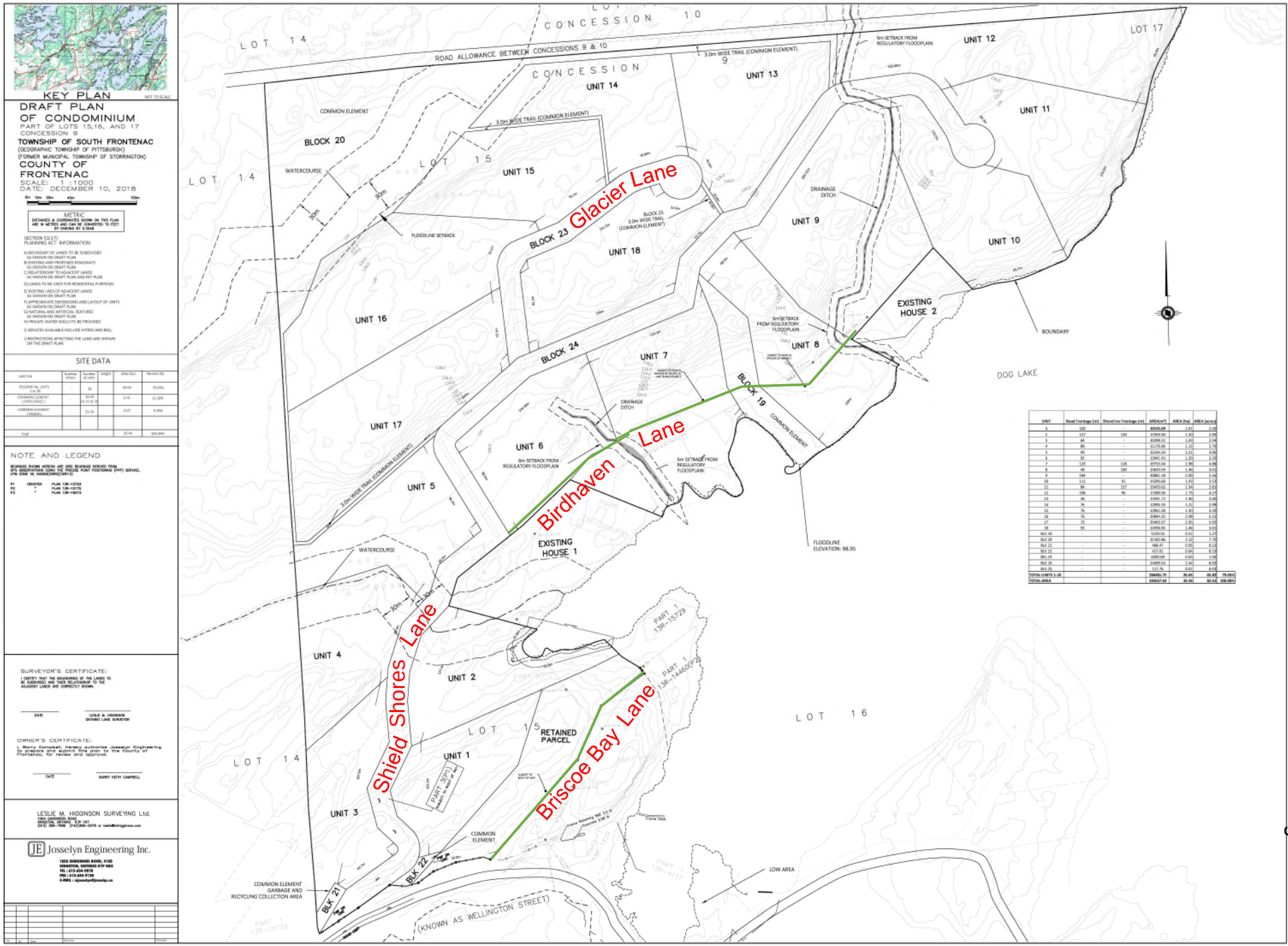
WGS_1984_Web_Mercator_Auxiliary_Sphere

Includes Material © 2019 of the Queen's Printer for Ontario. All Rights Reserved.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Attachment 1



Minutes of Council
September, 15, 2020

Time: 6:00 PM
Location: Electronic Participation

Meeting # 21

Present in Council Chambers: Mayor Ron Vandewal, Ray Leonard, Doug Morey, Alan Revill, Norm Roberts, Randy Ruttan, Ron Sleeth, Ross Sutherland

Present via Electronic Participation: Pat Barr

Staff Present in Council Chambers: Neil Carbone - Chief Administrative Officer, Mark Segsworth - Director of Public Services, Claire Dodds - Director of Development Services, Christine Woods - Planner, Angela Maddocks - Clerk.

1. Call to Order/Roll Call

a) **Resolution**

The Clerk conducted a roll call of Council members and staff as reflected in the list above.

Resolution No. 2020-21-01
Moved by Councillor Morey
Seconded by Councillor Sleeth
That the Council meeting of September 15, 2020 be called to order at 6:10 p.m.

Carried

2. Declaration of pecuniary interest and the general nature thereof

a) There were no declarations reported.

3. Approval of Agenda

a) **Resolution**

Mayor Vandewal welcomed Councillor Barr who joined the meeting via electronic participation. As such, Agenda Item 11 d) was pulled from the agenda.

Resolution No. 2020-21-02
Moved by Councillor Ruttan
Seconded by Councillor Revill
That the agenda for the September 15, 2020 Council meeting be approved as presented, as amended.

Carried

4. Scheduled Closed Session

a) Closed Session - As permitted by the Municipal Act, Section 239.2 (b), to discuss personal matters about identifiable individuals, including municipal or local board employees.

Resolution No. 2020-21-03
Moved by Deputy Mayor Sutherland
Seconded by Councillor Leonard
That Council move into Closed Session as permitted the Municipal Act, Section 239.2 (b) to discuss personal matters about identifiable individuals, including municipal or local board employees.

Carried

b) Branding Steering Group

c) Additional Appointments to Lake Ecosystem Advisory Committee

d) Staffing Update - Part 8 Services

Due to time constraint, this matter was not discussed. Council moved into closed session later in the meeting, see Agenda Items 19.

e) **Resolution** - Move out of Closed Session

Resolution No. 2020-21-04
Moved by Councillor Ruttan
Seconded by Councillor Revill
That Council move out of the Closed Session meeting.

Carried

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

6. Delegations/Presentation

a) Certificate of Appreciation to be presented to Wayne and Judy Conway

The Conway's are moving to Cobourg. Mayor Vandewal and Council took to the opportunity to present them with a certificate recognizing the many years of dedicated service to South Frontenac and their commitment to the Verona community for improving opportunities and programming to fellow residents.

7. Rise & Report from Closed Session

a) Appointments to Branding Steering Group

Resolution No. 2020-21-05
Moved by Councillor Morey
Seconded by Deputy Mayor Sutherland
That Council rise and report from closed session and appoint the following community representatives to the Branding Steering Group:

- Jessalyn Harmon
- Paul Blais
- Wilma Kenny
- Tina Fisher

Carried

b) Additional Appointments to Lake Ecosystem Advisory Committee

Resolution No. 2020-21-06
Moved by Councillor Leonard
Seconded by Councillor Ruttan
That Council rise and report in open session to appoint **John Sherbino** and **Michael Payne** as Lake Association representatives to the Lake Ecosystem Advisory Committee and amend Schedule A of By-law 2020-41 to reflect these additional names.

Carried

8. Public Meeting

a) Open Public Meeting and Statement

The Clerk provided direction to the public on providing comments about the rezoning application and the process for appealing decisions.

Resolution No. 2020-21-07
Moved by Councillor Sleeth
Seconded by Councillor Morey
That a public meeting be held to allow for input in to planning matters related to an application to rezone Concession 6, Part of Lot 25, 316 Koen Road, Loughborough District.

Carried

b) Application to Rezone Part of Lot 25, Concession 6, 316 Koen Road, Loughborough District - Clayton Potts

Christine Woods, Senior Planner provided an overview of the application to rezone property located at 316 Koen Road.

The subject property is 1853.5 square metres (0.5 acres) in area, and has frontage on Koen Road and on the East Basin of Loughborough Lake. The subject lands are generally level with an approximately 2.5 metre high bank along the shoreline. There is an existing one-storey cottage, aluminum shed, woodshed and pumphouse on the property. The owner proposes to demolish the existing buildings and structures and to construct a two-storey single detached dwelling and a detached garage. A new septic system would be installed in the location of the existing septic system between the dwelling and the road. Although the subject property has frontage on a public road, it is zoned Limited Service Residential – Waterfront (RLSW). The RLSW Zone is applicable to waterfront properties that are accessed by a private lane. As a result, there are contradictions between the RLSW Zone Provisions and the General Provisions that apply to the property. The situation can only be resolved through a zoning by-law amendment. The owners have requested the zoning by-law amendment to place the subject property in the Waterfront Residential (RW) zone. The special provision is required to permit the proposed development with variations from the standard RW zone provisions. The proposed development requires variations in a number of standard RW zone provisions including lot coverage, front yards, rear yards, interior side yard, setbacks from the high water mark and top of bank.

Cataraqui Conservation staff have no objection to the approval of the rezoning application based on its consideration for natural hazard, natural and cultural heritage, and water quality and quantity protection policies. The new dwelling will be outside the erosion hazard but within the 6 metre erosion access allowance. This is considered an improvement over the existing condition. Staff are satisfied that the scale of the proposed development is reasonable. A permit under O. Reg. 148/06 will be required for the proposed development.

KFL&A Public Health has no objections to the proposed zoning by-law amendment. An application to install a new sewage system has been submitted to KFL&A Public Health.

The proposed development is consistent with this direction of the PPS.

The proposed development is consistent with the direction of the County Official Plan.

The zoning by-law amendment would be consistent with the Official Plan policies on environmentally sensitive areas. Section 5.2.7(b)(ii)(3), which speaks to proposals to construct additions to existing dwellings that are already within 30 metres of the high water mark, can be interpreted to also apply to the replacement of existing dwellings within the 30 metre setback. This policy specifies that the merits of a proposal will be evaluated based on three criteria. These criteria are:
a)the ultimate total gross floor area, building footprint and lot coverage being proposed,
b)the closeness of the existing dwelling to the high water mark, and
c)the capacity of the lot to accommodate new development at a greater setback from the high water mark.
The proposed dwelling will be set back a minimum of 8.8 metres from the high water mark, whereas the existing cottage is set back 5.5 metres from the high water mark.

There is minimal opportunity to achieve a greater setback from the high water mark due to the area and shape of the lot.

The footprint of the proposed dwelling would be slightly larger than the footprint of the existing cottage. The proposed dwelling would have a 139.1 square metre footprint, which is 4.6 square metres greater than the existing cottage with attached deck. This translates to a proposed 7.5% lot coverage compared to the existing 7.3% lot coverage for the principal building.

The RW zone permits a maximum 5% lot coverage for the principal building, and the General Provisions permit an additional maximum 5% lot coverage for accessory buildings and structures. The zoning by-law amendment for a maximum 7.5% lot coverage for the principal building and 2.9% lot coverage for accessory buildings (maximum total lot coverage of 10.4%) would maintain the intent of Official Plan policy described above as well as the intent of the lot coverage provisions of the Zoning By-law.

The zoning by-law amendment would permit an accessory building (detached garage) between the dwelling and the front lot line. The garage would be set back 7.6 metres (24.9 feet) from the front line. The proposed location of the detached garage is on the non-waterfront side of the dwelling, adjacent to the proposed driveway. The garage would be located more than 30 metres from the high water mark.

The applicant has submitted a site plan control application that will be brought forward to Council at a future meeting date. A site plan is required to ensure that the environmental policies of the Township and drainage of the site are addressed to the satisfaction of Council, as the Planning Act does not permit conditions to be attached to a decision on a zoning by-law amendment application.

Ms. Woods indicated that at the time of writing, no formal comments have been received from the public.

Deputy Mayor Sutherland supported the rezoning and felt that this development is an improvement over what currently exists.

Councillor Barr felt the proposal is an improvement over what is currently there.

Mayor Vandewal expressed concerns about the challenges of developing on this very popular lake there will be disturbance with respect to this undersized lot, he questioned whether there would be an environmental impact study required as well as a re-vegetation strategy on the site plan. According to the pictures included, he felt that requiring these measures would be positive.

c) Close Public Meeting

Resolution No. 2020-21-08
Moved by Deputy Mayor Sutherland
Seconded by Councillor Ruttan
That having provided an opportunity for input, the public meeting be closed.

Carried

9. Approval of Minutes

a) September 1, 2020 Council Meeting

Resolution No. 2020-21-09
Moved by Councillor Revill
Seconded by Councillor Roberts
That the minutes of the September 1, 2020 Council meeting be approved.

Carried

10. Business Arising from the Minutes - not applicable

11. Reports Requiring Action

a) Zoning By-law Amendment # Z-20-03 - Concession 4, Part Lot 18, 3898 Greenfield Road - Bruce & Denise Wright

See By-law 2020-46

b) Road Closing Application - RC-20-02 - Unopened Road Allowance between Concession 2 & 3, Lot 17, Bedford District - Beam

Resolution No. 2020-21-10
Moved by Councillor Morey
Seconded by Councillor Sleeth
That Council consider the closing and transferring of ownership of a 10 metre (33 foot) by approximately 117 metres (382.8 foot) portion of unopened road allowance to enlarge an adjacent parcel of land municipally known as 52 Sneddon Lane.

Carried

c) Property Acquisition and Divestment at Hinchinbrooke and Desert Lake Roads

See By-law 2020-47

d) Councillor Absence in Accordance with Municipal Act

This report was no longer required as Councillor Barr was in attendance.

12. Committee Meeting Minutes

a) Harrowsmith Beautification Committee meeting held June 29, 2020

Resolution No. 2020-21-11
Moved by Councillor Leonard
Seconded by Councillor Sleeth
That Council receives for information the minutes of the Harrowsmith Beautification Committee meeting held June 29, 2020.

Carried

13. By-laws

a) By-law 2020-46 - Rezone Concession 4, Part Lot 18, 3898 Greenfield Road - Wright

Resolution No. 2020-21-12
Moved by Councillor Roberts
Seconded by Councillor Sleeth
That By-laws 2020-46 and 2020-47 be given first and second reading.

Carried

Resolution No. 2020-21-13
Moved by Councillor Ruttan
Seconded by Deputy Mayor Sutherland
That By-law 2020-46, being a by-law to amend By-law 2003-75, as amended, to rezone land from Rezone from Rural Waterfront – Site Specific Zone (RW-27) to Rural Waterfront - Site Specific Zone (RW-45) on lands described as 3898 Greenfield Road, Part Lot 18, Concession 4 being Part 1 on Plan 13R19169, be given third reading, signed and sealed.

Carried

b) By-law 2020-47 - Stop up, close and sell a portion of an unopened road allowance - Hinchinbrooke and Desert Lake Roads

Resolution No. 2020-21-14
Moved by Councillor Revill
Seconded by Councillor Morey
That By-law 2020-47, being a by-law to stop up, close and sell a portion of an unopened road allowance that is part of Desert lake and Hinchinbrooke Roads, being part of Lot 5,Concession 12, District of Portland, be given third reading, signed and sealed.

Carried

14. Reports for Information

a) Johnston Point Condominium Agreement

b) Accounts Payable and Payroll Listing

15. Information Items

a) Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs, re: Security form Trespass and Protecting Food Safety Act, 2020

16. Notice of Motions - not applicable

17. Announcements/Statements by Councillors

18. Question of Clarity (from the public on outcome of agenda items) - not applicable

19. Closed Session

a) Matters about an Identifiable Individual

Resolution No. 2020-21-15
Moved by Deputy Mayor Sutherland
Seconded by Councillor Leonard
That Council move into Closed Session as permitted by the Municipal Act, Section 239.2 (b) to discuss personal matters about an identifiable individual, including municipal or local board employees.

Carried

b) Staffing Update - Part 8 Services

c) Resolution

Resolution No. 2020-21-16
Moved by Councillor Ruttan
Seconded by Councillor Revill
That Council move out of the Closed Session meeting.

Carried

20. Confirmatory By-law

a) By-law 2020-48

Resolution No. 2020-21-17
Moved by Deputy Mayor Sutherland
Seconded by Councillor Roberts
That By-law 2020-48, 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 15 day of September, 2020.

Carried

Resolution No. 2020-21-18
Moved by Councillor Morey
Seconded by Councillor Ruttan
That By-law 2020-48, being the confirmatory by-law, be given third reading, signed and sealed this 15th day of September, 2020.

Carried

21. Adjournment

a) Resolution

Resolution No. 2020-21-19
Moved by Councillor Revill
Seconded by Councillor Leonard
That the Council meeting of September 15, 2020 be adjourned at 8:40 p.m.

Carried

Ron Vandewal, Mayor

Angela Maddocks, Clerk

REPORT TO COUNCIL

DEVELOPMENT SERVICES DEPARTMENT

AGENDA DATE: October 6, 2020

REPORT DATE: September 28, 2020

SUBJECT: Road Closing Application – RC-20-01
2290998 Ontario Inc.
Portion of an Unopened Road Allowance between Concession 9 & 10, Lot 20, known as a portion of Christel Lane, District of Storrington, Dog Lake, Township of South Frontenac

RECOMMENDATION

That as outlined in Schedule 1 of Notice By-law 2016-73 staff be directed to proceed with the public notice requirements to stop up, close and transfer ownership of a 1,356 square metre (14,595 square foot) portion of unopened road allowance between Concessions 9 & 10, Part Lot 20, District of Storrington, to enlarge adjacent lands owned by 2290998 Ontario Inc.

BACKGROUND

At the July 14, 2020 Council meeting, Council deferred making a decision on a proposal made by the applicant to acquire a 66 foot x 66 foot portion of the unopened road allowance that intersects with Christel Lane, between Concession 9 & 10, Part Lot 20, District of Storrington (Attachment 1).

2290998 Ontario Inc. originally filed a road closing application requesting Council stop up and close a 20 foot x 58 foot portion (1,160 sq. ft.) of the unopened road allowance between Concessions 9 & 10, Lots 20 in the District of Storrington; however, staff brought forward a report with a recommendation for the closure, sale and transfer of a portion of the road allowance that was 20 metres (66 feet) wide, in support of the Township of South Frontenac Road and Lane Standard Cross-Section Policy to ensure all rights of way to be used for the purpose of Private Lanes are to be surveyed to a minimum width of 20 metres (66 feet) for the safe passage of emergency vehicles.

The purpose of the request to purchase part of the unopened road allowance was to create legal frontage onto Christel Lane for a parcel of land the applicant, 2290998 Ontario Inc. owns (Parts 1-14, 13R22179, Part Lot 20, Concession 9) and has made application to sever (S-02-20-S).

The Director of Development Services has been contacted by two other property owners who are in immediate proximity to the unopened road allowance, one of which is located on the very easterly portion of the road allowance.

Council chose to defer the request from 2290998 Ontario Inc. due to the concern that this transfer may result in the creation of stranded portions of Township road allowance. Council suggested that adjacent property owners be contacted about purchasing a portion of the road allowance to explore whether the transfer can be addressed in a joint fashion to achieve a rational divide of the road allowance.

The purpose of this report is to bring back the applicant's revised proposal and to provide background information necessary to enable Council to provide direction to staff regarding the closing of a portion of an unopened road allowance in the Township.

REVISED PROPOSAL

Following the July 14th, 2020 Council Meeting, the applicants, 2290998 Ontario Inc., have put forward a more logical proposal that addresses how the entire unopened road allowance could be transferred to address the multiple interests of the property owners located adjacent to the unopened road allowance.

It is staff's understanding that the owners of 2290998 Ontario Inc. have had some consultation with adjacent land owners regarding the proposed apportioning of the unopened road allowance as shown in Attachment 2.

Staff have had discussions with land owners interested in acquiring the most westerly and easterly portions of this unopened road allowance. It is anticipated that adjacent landowners will be submitting their own Applications once they have prepared their paperwork with their respective legal counsel as these portions run directly through the respective lands.

From west to east (left to right) on Attachment 2, the applicants have proposed the unopened road allowance could be disposed of in the following manner:

Part 1: This portion of road allowance could be purchased by Badura to enlarge their property, as this section of the road allowance splits their property into two pieces;

Part 2: This portion of road allowance was recently (2017) stopped up, closed and transferred to the property owned by McPhie & Bruce (shown as Part 1 on Attachment 2);

Part 3: This portion of the road allowance could possibly be acquired by McPhie & Bruce to further enlarge their property following the completion of the lot enlargement severance from 2290998 Ontario Inc.;

Part 4: This portion of road allowance (shown in orange) would be purchased to enlarge the lands owned by 2290998 Ontario Inc. located to the south of the unopened road allowance currently subject to severance application S-02-20-S to facilitate the continuation of Christel Lane;

Part 5: This portion of road allowance would be purchased by 2290998 Ontario Inc. to enlarge their property located north of the unopened road allowance;

Part 6: This portion could be purchased by the Keefe/Volpe family. The cottage and septic system was constructed on the most easterly portion of this unopened road allowance unknowingly in the late 1940s.

Of note, the applicants, 2290998 Ontario Inc., have also submitted a lot addition severance application (S-30-20-S) to sever and enlarge the McPhie & Bruce property (large pink triangle). 2290998 Ontario Inc. proposes that the portion of road allowance immediately north of the lot addition could be transferred to the McPhie & Bruce property.

The applicants sought the assistance of an Ontario Land Surveyor to calculate the areas to assist staff prepare calculations to determine the cost to the respective adjacent property owners to dispose of the road allowance in a form consistent with what the applicant has outlined in Attachment 2. The areas of the portions of the unopened road allowance are shown in Attachment 3, the survey sketch prepared by Ron Clancy, Ontario Land Surveyor. The Surveyor has also shown the portions of the unopened road allowance within 300 feet of the water.

REVIEW OF PROPOSAL

The applicants have requested staff bring back the revised proposal to Council in the absence of the abutting owner applications. 2290998 Ontario Inc. has a consent application submitted that is contingent on the stopping up and closing of the unopened road allowance in order to provide legal access to the severed and retained parcels.

Staff are of the opinion that the owners' proposal is logical and it makes sense to move forward with this application.

The 2290998 Ontario Inc. wish to purchase portion #4 and #5, as shown on attachment 2.

FINANCIAL and STAFFING CONSIDERATIONS

The application fee and legal deposit has been paid by the applicant to process this road closing application. It is recommended that Council charge the full price for the portion of the unopened road allowance as it is required to facilitate the severance of a waterfront residential lot. Fees to survey the portion to be transferred will be paid by the applicant.

In accordance with the survey sketch submitted, a total of 1,356 square metres (14,595 square feet) are being proposed to be stopped up, closed and purchased in this specific application.

Part 4, as shown on Attachment #2 is 3,627 square feet and would be sold at a rate of $0.21 per square foot totaling $761.67.

Part 5 is broken up into two sections, one being outside 300 feet from the water, the other being within 300 feet. 8,116 square feet at $0.21 per square foot = 1,704.36 and 2,852 at $2.41 per square foot = 6,873.32.

The total purchase price for Parts 4 and 5 on Attachment #2 is $9,339.35 plus HST.

SUMMARY

Staff is seeking direction as to whether Council has any objections to the closure and transfer of this unopened portion of road allowance to facilitate the severance of lands described as Parts 1-14, 13R22179, Part Lot 20, Concession 9 and to enlarge lands owned by 2290998 Ontario Inc. located north to the unopened road allowance. If Council has no objections, staff can begin the process to stop up and close these portion of the unopened road allowance between Concession 9 & 10, Lot 20, District of Storrington.

ATTACHMENTS

Attachment #1 – Location Map
Attachment #2 – Sketch Showing Possible Enlargements for Remaining Portions of the Unopened Road Allowance
Attachment #3 – Survey Sketch by Ron Clancy – Road Allowance Apportionment
Attachment #4 – Sketch – Severance Application S-02-20-S

Submitted by: Claire Dodds, MCIP, RPP, Director of Development Services
Michelle Hannah, Planning Assistant

Approved by: Neil Carbone, CAO

FRONTENAC | Road Closing Application - Portion of Christel Lane, off Burnt Hills Road

Legend

- Assessment Parcels
- Citations

Notes

1: 9,028

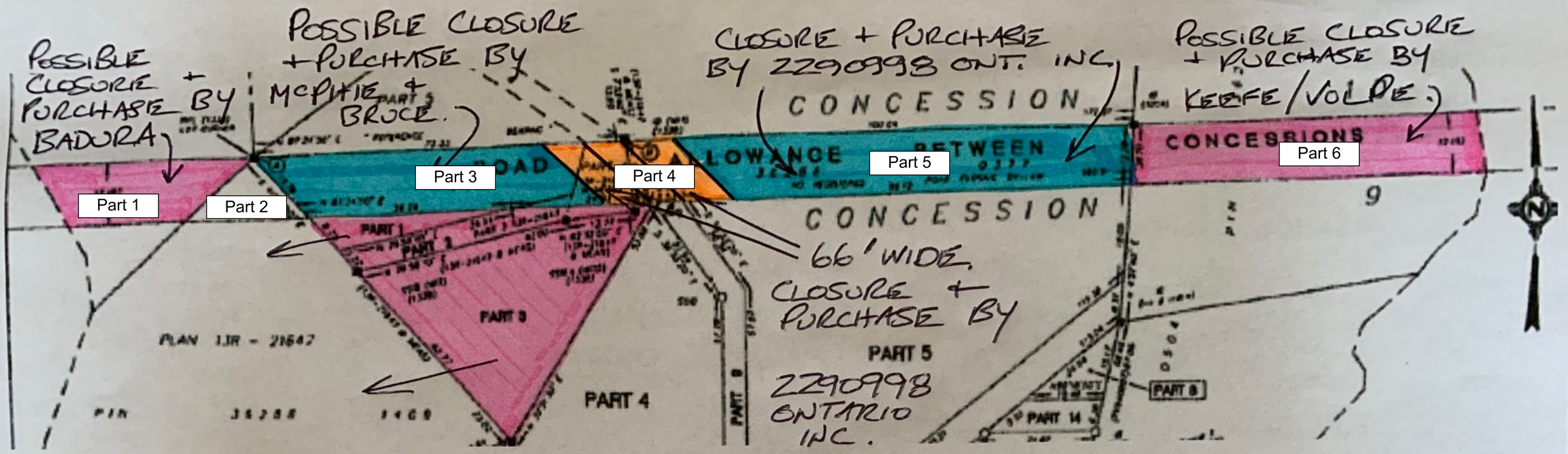
0.5 0 0.23 0.5 Kilometers

WGS_1984_Web_Mercator_Auxiliary_Sphere

Includes Material © 2019 of the Queen's Printer for Ontario. All Rights Reserved.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

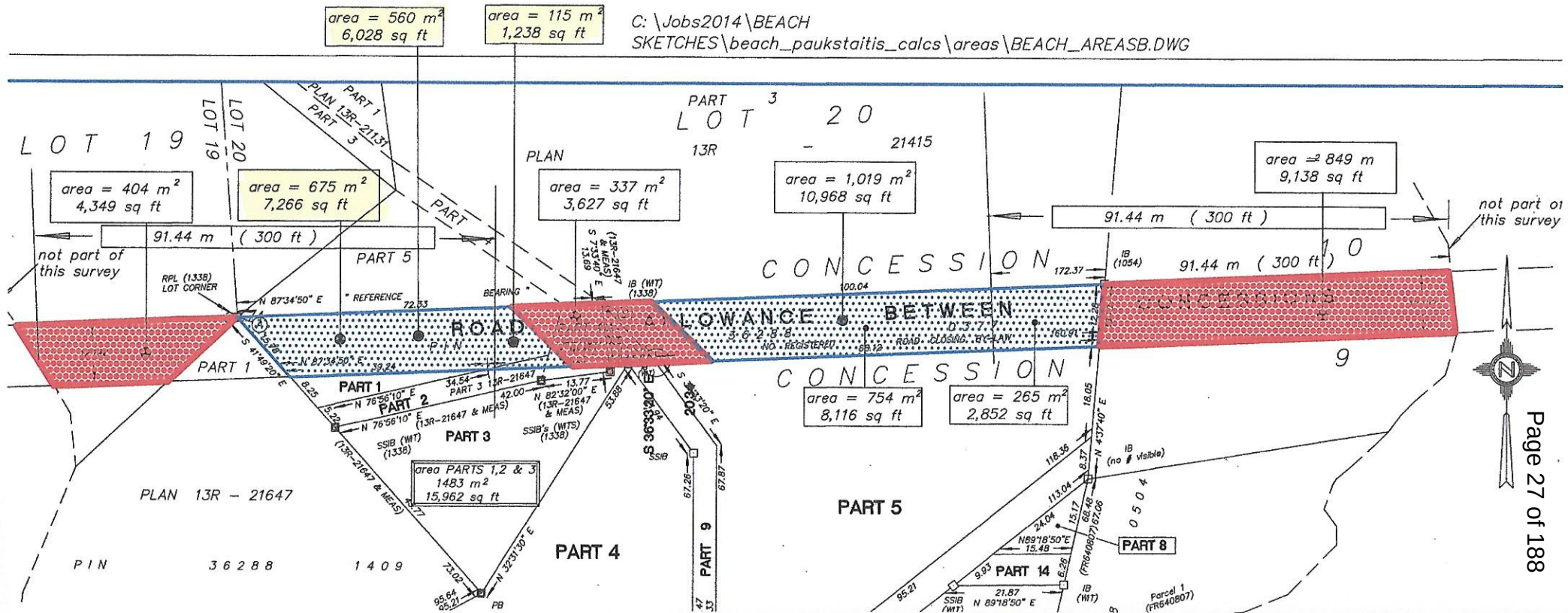
THIS MAP IS NOT TO BE USED FOR NAVIGATION

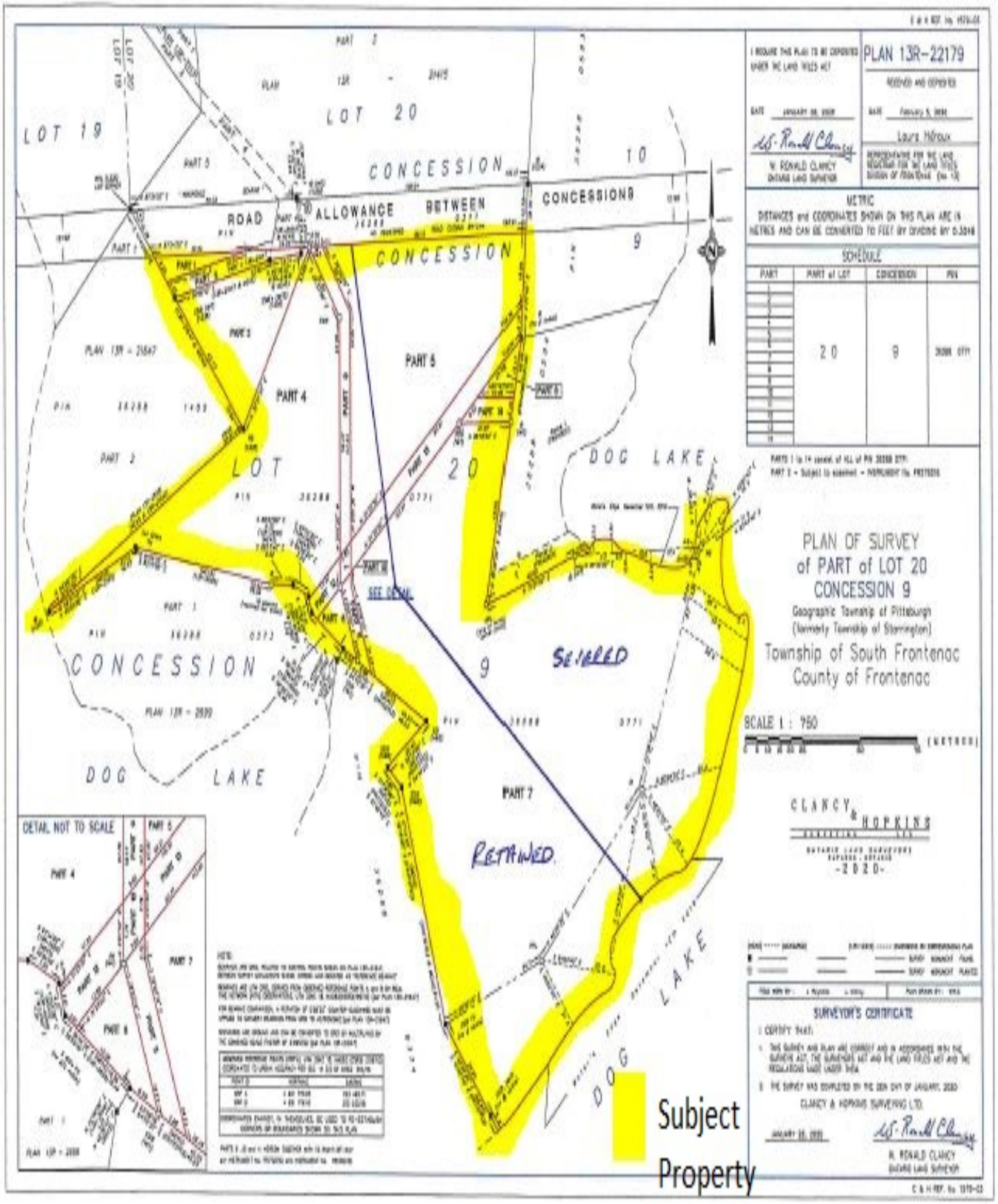


PARTS 1, 2, + 3 PLAN 13R-22179 → LOT ADDITION TO McPHIE/BRUCE, PARTS 1, + 2 PLAN 13R-21647.

CLOCOURED ROAD ALLOWANCE SEGMENTS ABOVE - AREA IN SQUARE FEET TO BE CALCULATED BY R. CLANCY.

SEGMENTS WILL INCLUDE DIFFERENT COST RATES - WITHIN 300' OF WATER AND OUTSIDE 300' OF WATER, WHERE APPLICABLE.


area = 560 m²
6,028 sq ft
area = 115 m²
1,238 sq ft
C: \Jobs2014\BEACH SKETCHES\beach_paukstaitis_calcs\areas\BEACH_AREASB.DWG
LOT 19
LOT 20
PART 1 PLAN 13R-21131 PART 3
PART 3
LOT 20
PLAN 13R - 21415
area = 404 m²
4,349 sq ft
area = 675 m²
7,266 sq ft
area = 337 m²
3,627 sq ft
area = 1,019 m²
10,968 sq ft
area = 849 m²
9,138 sq ft
91.44 m (300 ft)
not part of this survey
PART 5
RPL (1338) LOT CORNER
N 87°34'50" E
REFERENCE
BEARING
72.53
IB (WIT) (1338)
IB (1054)
172.37
100.04
CONCESSION 10
ROAD ALLOWANCE BETWEEN
3628.8 NO. REGISTERED
D 3777 ROAD CLOSING BY-LAW
160.91
CONCESSION 9
PART 1
S 41°49'20" E
15.28
N 87°38'50" E
39.24
PART 1
PART 2
PART 3
N 76°56'10" E
34.54
PART 3 13R-21647
42.00
N 82°32'00" E
(13R-21647 & MEAS)
13.77
53.68
S 36°33'30" E
20.94
SSIB (WIT) (1338)
SSIB's (WTS) (1338)
SSIB
area PARTS 1,2 & 3
1483 m²
15,962 sq ft
PART 9
67.26
67.87
PLAN 13R - 21647
PART 4
PIN 36288 1409
N 32°31'30" E
73.02
95.64
95.21
PB
area = 754 m²
8,116 sq ft
area = 265 m²
2,852 sq ft
PART 5
18.05
N 4°37'40" E
118.36
8.37
IB (no ✓ visible)
113.04
0504
24.04
15.17
68.48
67.06
(FR640807)
N89°18'50"E
15.48
PART 8
9.93
PART 14
6.26
96.21
21.87
N 89°18'50" E
SSIB (WIT)
IB (WIT)
Parcel 1 (FR640807)


PLAN 13R-22179
PLAN OF SURVEY
of PART of LOT 20
CONCESSION 9
Geographic Township of Pittsburgh
(formerly Township of Storrington)
Township of South Frontenac
County of Frontenac
SCALE 1 : 950
SURVEYOR'S CERTIFICATE
LOT 19
LOT 20
CONCESSION 10
CONCESSION 9
ROAD ALLOWANCE BETWEEN CONCESSIONS
PART 1
PART 2
PART 3
PART 4
PART 5
PART 6
PART 7
SEVERED
RETAINED
DOG LAKE
DETAIL NOT TO SCALE
Subject Property

Report to Council

Development Services - Planning

Report Date:	September 30, 2020
Agenda Date:	October 6, 2020
Application No:	Site Plan Control Application - SP-07-20
Owners:	Denise and Bruce Wright
Location of Property:	Part Lot 18, Concession 4, Part 3 13R19169, Except Part 1, 13R21557, Geographic Township of Loughborough, Township of South Frontenac, municipally known as 3868 Greenfield Road
Purpose of Application:	Review of Application for Site Plan Agreement – Single Detached Dwelling and Storage Building, Loughborough Lake

Recommendation

That By-law No. 2020-49 to authorize the Mayor and Clerk to enter into the Site Plan Agreement with the owners, Denise and Bruce Wright, for land described as Part Lot 18, Concession 4, Part 1 13R19169, except Part 1, 13R21557, Geographic Township of Loughborough, Township of South Frontenac, municipally known as 3898 Greenfield Road **be passed.**

Proposal

An application was submitted for site plan control on the subject property on January 23, 2020. The site plan application was unable to be processed until Council made a decision on a concurrent zoning by-law amendment application for 3898 Greenfield Road. Council approved the Zoning by-law Amendment, establishing a Residential Waterfront (RW-45) zone on the subject property at the September 15, 2020 Council meeting.

The application is required as Township of South Frontenac Site Plan Control By-law No. 2003-25 applies to lands within 300 meters of a Sensitive Lake Trout Lake. The proposed development includes a dwelling, septic system, floating dock and storage building. Attachment 1 to this report shows the location of the property. Attachment 2 to this report shows the proposed locations of the development on the property.

A 345 square metre single detached dwelling will be constructed approximately 50 metres from the high water mark of Loughborough Lake and more than 15 metres from the top of bank. A storage building will be constructed approximately 160 metres from Greenfield Road and more than 100 metres from the highwater mark of Loughborough Lake.

A septic system is a Class 4, Level IV septic system (tertiary treatment) is proposed. The septic tank and level IV treatment unit will be located near the dwelling, at 53 metres from the highwater mark of the lake. The dispersal septic bed will be set back a minimum of 141 metres from the high water mark of Loughborough Lake.

Background

The subject property is located on Greenfield Road, along the southern shoreline of the West Basin of Loughborough Lake. The topography of the site rises quickly from the shoreline, then more gently rises in a southerly direction towards Greenfield Road. The northern portion of the lot is heavily treed, including the lands between the shoreline and the top of bank, and within 15 metres of the top of bank. The southern portion of the lot is an open field that is proposed to be planted with trees to re-naturalize this part of the property. The building envelope is in a wooded clearing.

The subject lands are zoned Special Waterfront Residential (RW-45) in Comprehensive Zoning By-law 2003-75. The RW-45 zone requires any development to be set back a minimum of 45 metres (148 feet) from the high water mark or floodline of a waterbody, and any septic system to be set back a minimum of 141 metres (462.5 feet) from the high water mark or floodline of a waterbody. It also

permits the construction of an accessory building with a maximum size of 306.5 square metres (3,300square feet) at a minimum setback of 150 metres from Greenfield Road. All other provisions of the By-law shall also apply to any development.

The subject property is also subject to a development agreement registered on title. The development agreement specifies that development on the lands will be according to the Best Management Practices set out in the Environmental Impact Assessment prepared by Ontario Lake Assessments and dated July 2007.

The Best Management Practices included in the July 2007 Environment Impact Assessment have been incorporated into both the site plan and the site plan agreement.

The site plan agreement also provides specific language that establishes the design and maintenance standards for the Class 4, Level IV sewage treatment facility that is proposed to be constructed on the property. The septic dispersal bed is located 141m from the lake, consistent with the RW-45 zoning on the subject property. Comments provided from Ministry of Environment, Conservation and Parks (MECP) staff indicate that they are in agreement with the sewage system design and location.

The site plan and draft agreement were circulated to MECP staff to review and comment on elements of a maintenance, inspection and monitoring agreement to ensure the performance of the system over the long term. The MECP staff provided some suggested wording about annual inspection and reporting of the septic system that has been incorporated into the agreement.

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

Agency Comments and Analysis

Comments from agencies are summarized in this section of this report.

Public Services – Public Services was not circulated this application as an entrance permit has already been issued for this lot and there is an existing developed driveway on the property.

Cataraqui Conservation – Cataraqui Conservation staff are satisfied with the site plan and agreement for the subject property.

KFL&A Public Health – KFL&A Public Health staff indicated they have no issues with the site plan as proposed.

Ministry of Environment, Conservation and Parks (MECP) – MECP staff are satisfied with the site plan and agreement for the subject property.

Summary

Planning staff are satisfied that the site plan drawing and agreement meet the requirements of the Special Waterfront Residential Zone RW-45 and of the development agreement.

The Owner has reviewed the agreement and has indicated they are prepared to accept the terms of the site plan agreement. The Owner will provide a signed copy of the agreement to Township staff prior to the October 6th Council meeting.

Summary of Recommendation

That South Frontenac Council pass a by-law to authorize the Mayor and Clerk to enter into a Site Plan Agreement with Denise and Bruce Wright for the development of a proposed single detached dwelling and an accessory building at 3898 Greenfield Road, Loughborough Lake.

Date of Site Visit: May 22, 2020

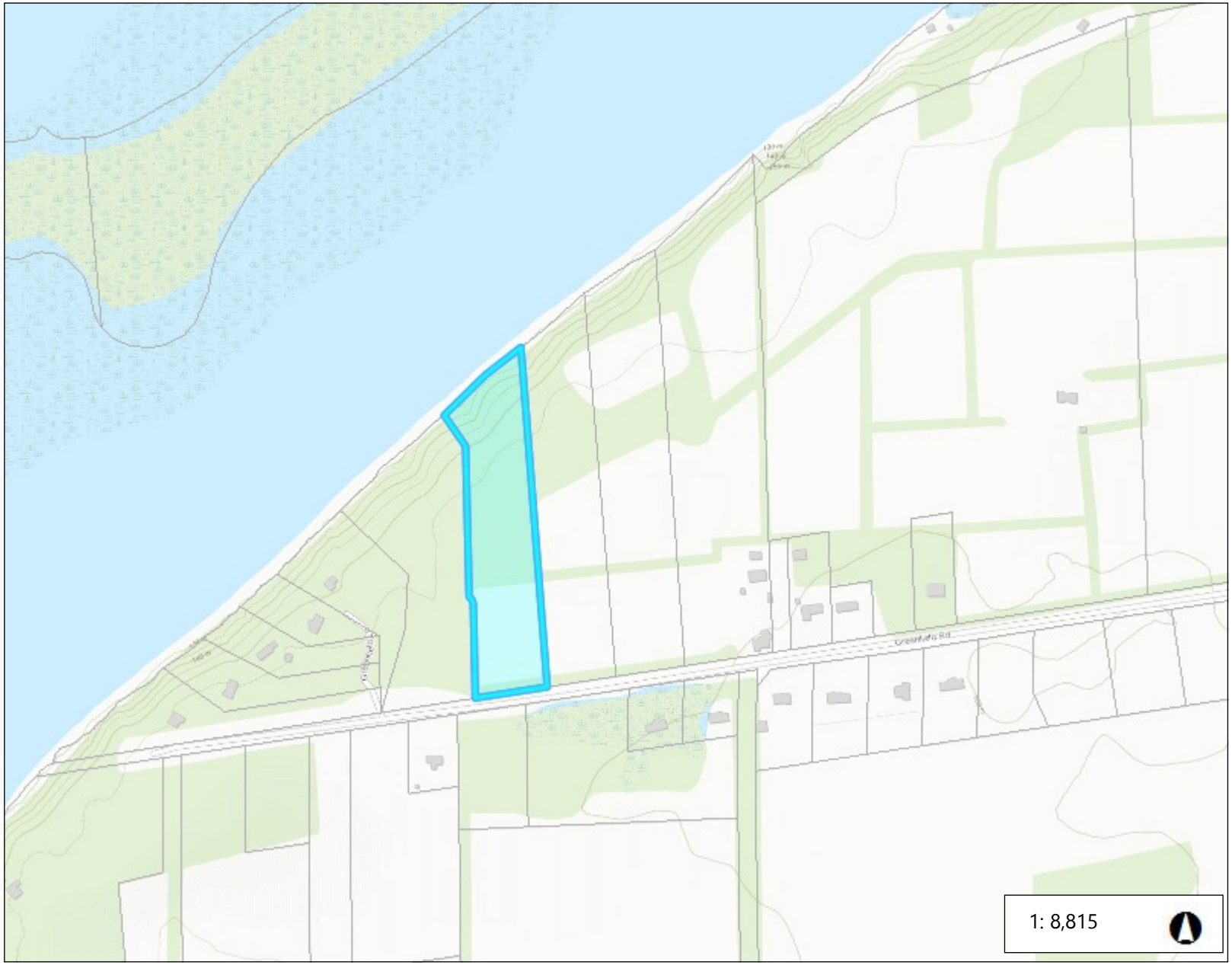
Attachments:

1. Location Map
2. Site Plan Drawing
3. Site Plan Agreement
4. By-law 2020-49 - Site Plan By-law

Prepared by:
Claire Dodds, MCIP, RPP, Director of Development Services

Approved by:
Neil Carbone, CAO

FRONTENAC | Attachment 1 - 3898 Greenfield Road Location Map



Legend

- Assessment Parcels
- Ownership Parcels

Citations

Notes

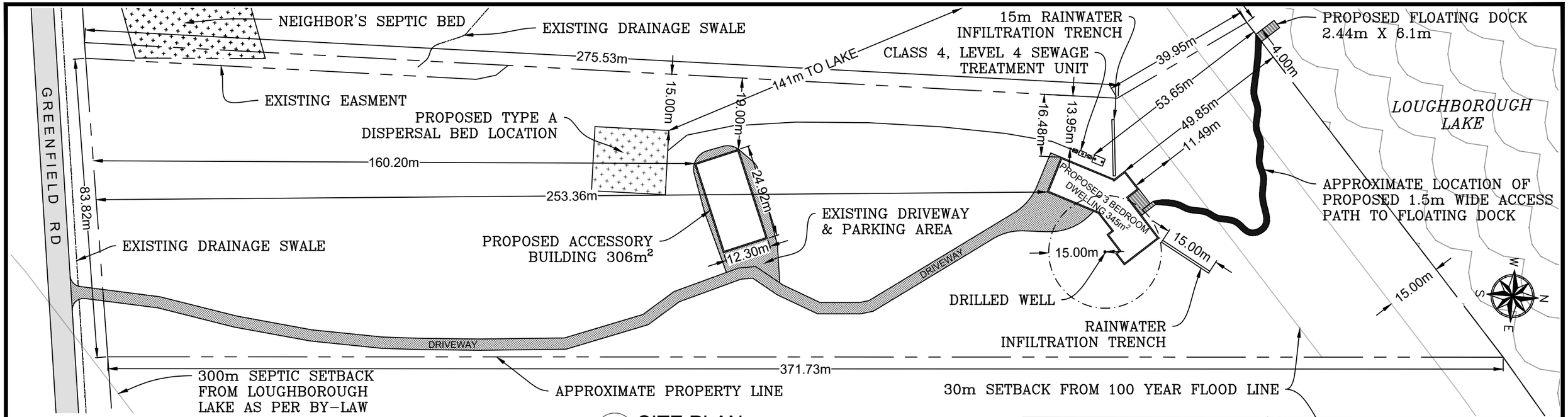
0.4 0 0.22 0.4 Kilometers

WGS_1984_Web_Mercator_Auxiliary_Sphere

Includes Material © 2019 of the Queen's Printer for Ontario. All Rights Reserved.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

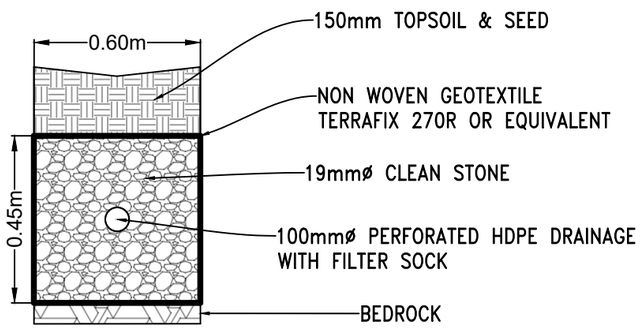
THIS MAP IS NOT TO BE USED FOR NAVIGATION



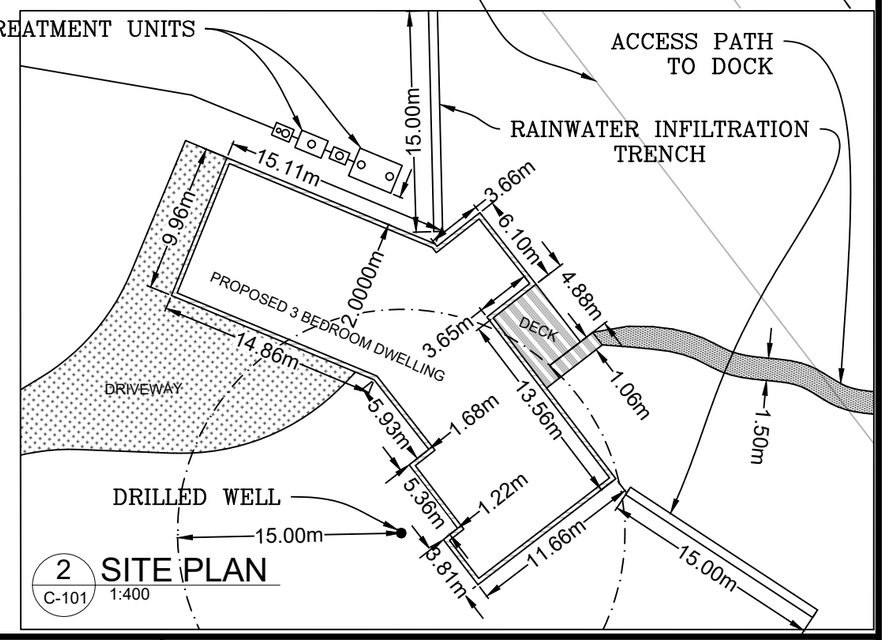
1 C-101 **SITE PLAN** 1:1000

DETAILS OF DEVELOPMENT

DATA		REQUIRED	PROVIDED
ZONING	(RW-45) WATERFRONT RESIDENTIAL ZONE		
SETBACKS FOR SINGLE DETACHED DWELLING	FY (MIN)	20m	255m
	WATERBODY (MIN)	45m	49.85m
	INT.SY (MIN)	3m	16.48m
	EXT.SY (MIN)	20m	NA
SETBACKS & HEIGHT FOR ACCESSORY BUILDINGS	FY (MIN)	150m	160m
	RY (MIN)	3m	131m
	INT.SY (MIN)	3m	19m
	EXT.SY (MIN)	6m	NA
	HEIGHT (MAX)	6.7m	6.7m
NET LOT AREA (MIN)		10,000 m^2	26,476 m^2
LOT COVERAGE (MAX)		5%	2.5%
BUILDING HEIGHT (MAX)		11m	9.72m
GROSS FLOOR AREA (MIN)		59m^2	345m^2
PARKING: # OF SPACES		2	4



3 C-101 **INFILTRATION TRENCH DETAIL** NTS



2 C-101 **SITE PLAN** 1:400

Groundwork Engineering Limited
GEOTECHNICAL • CIVIL • STORMWATER • ONSITE WASTEWATER
UNIT 640 - 654 NORRIS COURT
KINGSTON, ONTARIO
OFFICE (613) 634-1789

Client / Land Owner: BRUCE & DENISE WRIGHT

Project: 3898 GREENFIELD ROAD
SOUTH FRONTENAC ONTARIO

Drawing Title: SITEPLAN

Project Number: GW-19002-36

Drawing Number: C-101
SHEET 1 of 1

Drawn by: JH
Checked By: MB
Page Size: 11"x17"
Scale: AS NOTED
Date: SEPT 18 2020

LICENSED PROFESSIONAL ENGINEER
18 Sep 2020
M. H. BURGER
PROVINCE OF ONTARIO

REVISIONS

No.	Description	Date
1	ISSUED FOR REVIEW	SEPT 18, 2020

P:\Projects\19000\19002 Septic System Inspections – Designs\19002-26 – 3898 Greenfield Rd\02 – Design\03 – Drawings\02 – Proposed Design (SEPT 2020)\GW-19002-26 – Site Plan.dwg
9/18/2020 12:42 PM

SITE PLAN AGREEMENT

Made this _____ day of _____, 2020

BETWEEN:

DENISE WRIGHT and BRUCE WRIGHT

Hereinafter called the "Owner"

OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC

Hereinafter called the "Municipality"

OF THE SECOND PART

WHEREAS the Owner is the registered owner in fee simple of certain lands located in the Township of South Frontenac (the "Lands");

AND WHEREAS it was a condition of consent that the Owner enter into this site plan agreement with the Municipality on the terms set out;

AND WHEREAS the Municipality is authorized to enter into this agreement and register it against the title to the Lands pursuant to section 41 of the Planning Act;

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 covenants that the Owner is the Owner in fee simple of the Owner's lands Described in Schedule "A" attached hereto.

2. The Owner covenants and agrees with the Municipality as follows:

2.1 General

2.1.1 That development shall be in accordance with the Site Plan Drawing, attached hereto as Schedule "B".

2.1.2 That the uses on the subject property are limited to the single detached dwelling and the outbuilding (accessory building).

2.1.3 Any home constructed on this lot requires a Class 4 Level IV sewage treatment system (as defined by the Ontario Building Code) with phosphorous removal unit able to achieve a total phosphorous concentration of less than or equal to 1 milligram/litre which shall be the Owner's responsibility to maintain in perpetuity.

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

The septic system is to be maintained in accordance with the Ontario Building Code Act and the manufacturer's instructions. The Owner shall enter into a maintenance contract with an authorized maintenance provider for the life of the system.

Receipt of an approved design and signed maintenance contract is required by the authority responsible for Part 8 of the Ontario Building Code prior to the issuance of a building permit for the Class 4 Level IV sewage treatment system on this property.

The Owner is expected to follow all instructions provided by the installer and maintenance provider. The Level IV sewage treatment system effluent is to be sampled in accordance with the requirements of the Ontario Building Code Act. The Owner shall provide the Municipality proof of maintenance occurring on an annual basis by January 31 each year, including the results of the annual sampling results. The annual sampling shall include phosphorus analysis. These results shall be shared by Municipal staff with the Ministry of Environment to ensure the assessment of the performance of the sewage system.

2.1.4 That the Owner may be required to obtain a permit from Cataraqui Conservation for any development or site alteration proposed from the lake to within 15 metres of the top of bank, as per the Ontario Regulation 148/06 Development, Interference with Wetlands, and Alterations to Shorelines and Watercourses.

2.1.5 That the dock will be constructed and maintained in the location indicated on the Site Plan Drawing.

2.1.6 Construction and maintenance of the dock shall occur outside of the timeframe when fish are spawning.

3.1 Environmental Protection

3.1.1 That the 45 metre natural shoreline forested buffer will be maintained between the residence and the lake. No maintained lawns will be permitted within 45 metres of the lake.

3.1.2 That erosion control measures (e.g. silt fence, straw bales) will be used during construction and will remain in place until any ground cover disturbed during construction has been re-established. Ground cover will be re-established as soon as possible upon completion of construction.

3.1.3 That during and after the construction period there shall be no filling or false grading of excavated materials for any area of the steep ridge and within the 15 metre setback from the top of bank. The exception will be for allowance for landscaping materials for the final grade next to the residence.

3.1.4 That water access will be achieved in a manner that requires minimal live tree removal and protects against erosion. Water access shall have a maximum width of 1.5 metres.

3.1.5 That woody-stemmed material that serves as Type 2 fish habitat will remain in place in the water and be left natural and undisturbed. This material is generally within 3 to 4 metres of shore.

3.1.6 That all roof leaders on the residence and the accessory building will be directed to the side of the building furthest from the lake and be discharged into an infiltration trench.

3.0 This agreement shall be registered against the title to the Lands and the Municipality shall be entitled to enforce its provisions against the Owner and any or all subsequent owners of the Lands.

4.0 If the Owner fails or refuses for any reason to comply with any requirements of this agreement, the Owner shall be in default and the Municipality may, on fifteen (15) days' notice, require the Owner to remedy the default, failing which the Municipality may, without further notice and without prejudice to any other rights and remedies available to it, do such things and perform such work as is necessary to rectify the default.

5.0 Any account rendered by the Municipality for work done shall be paid by the Owner within thirty (30) days of the day of billing, and, if the Owner fails to pay, interest shall be charged on the amount outstanding at the rate of one and one quarter (1.25%) per months (15% per annum) on the first day of each calendar month following the date the account was due. Any payments received on accounts rendered shall be applied first to any outstanding interest, which may have accrued, and the balance shall be applied to reduce the principal amount outstanding.

6.0 If the Municipality incurs any expense arising out of the terms of this Agreement, the Municipality may recover the amount in like manner as municipal taxes or by action, pursuant to Section 42.7 of the Municipal Act.

7.0 All costs necessary to fulfill any condition of this agreement, and all costs incurred by the Municipality in connection with the preparation, execution, registration or enforcement of this Agreement shall be paid by the Owners.

8.0 This Agreement shall ensure 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:

_____ _____

WITNESS DENISE WRIGHT

_____ _____

WITNESS BRUCE WRIGHT

THE CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC
Per:

_____

RON VANDEWAL – MAYOR

_____

ANGELA MADDOCKS – CLERK

Schedule “A”

The Lands

Part Lot 18, Concession 4 Part 1 13R19169, Except Part 1, 13R21557; Geographic Township of Storrington/Loughborough, Township of South Frontenac, County of Frontenac

Municipal Address

3898 Greenfield Road

Schedule “B”

Drawing List

Site Plan Drawing	3868 Greenfield Road Site Plan, Prepared by Groundwork Engineering Ltd., Dated September 18, 2020

REPORT TO COUNCIL

DEVELOPMENT SERVICES

Zoning By-law Amendment

Report Date: September 29, 2020

Application No: Z-20-08
Owner: Clayton Potts
Location of Property: 316 Koen Road, Part of Lot 25, Concession 6, District of Loughborough, Township of South Frontenac
Purpose of Application: Rezone from Limited Service Residential – Waterfront (RLSW) to Waterfront Residential – Special Provision (RW-47)
Date of Public Meeting: September 15, 2020 (Virtual Public Meeting)

Recommendation

THAT By-law 2020-50 to amend the zoning for 316 Koen Road, Part of Lot 25, Concession 6, District of Loughborough, Township of South Frontenac **be passed**.

Proposal

An application has been submitted to amend the Township of South Frontenac Comprehensive Zoning By-law 2003-75 to rezone the subject property from Limited Service Residential – Waterfront to Waterfront Residential – Special Provision (RW-47). An application for site plan control is concurrently being brought forward to Council.

By-law 2020-50 is listed on the Council agenda under By-laws.

Background

The subject property is 1853.5 square metres (0.5 acres) in area, and has frontage on Koen Road and on the East Basin of Loughborough Lake.

The subject lands are generally level with an approximately 2.5 metre high bank along the shoreline. There is an existing one-storey cottage, aluminum shed, woodshed and pumphouse on the property. The owner proposes to demolish the existing buildings and structures and to construct a two-storey single detached dwelling and a detached garage. A new septic system would be installed in the location of the existing septic system between the dwelling and the road.

The owners have requested the zoning by-law amendment to place the subject property in the Waterfront Residential (RW) zone. The special provision is required to permit the proposed development with variations from the standard RW zone provisions. The proposed development requires variations in a number of standard RW zone provisions including lot coverage, front yards, rear yards, interior side yard, setbacks from the high water mark and top of bank.

Public Meeting

A virtual public meeting was held under the *Planning Act* on September 15, 2020. Comments were received from members of Council and one member of the public during the public meeting.

REPORT TO COUNCIL

DEVELOPMENT SERVICES

Members of Council requested that the shoreline be naturalized in order to stabilize and re-naturalize the lakefront between the high water mark of the lake and the proposed dwelling.

Response – The site plan agreement includes a condition requiring a shoreline remediation plan to be prepared for the property. The shoreline remediation plan requires the creation and enhancement of a natural vegetative buffer within 6 metres of the high water mark of Loughborough Lake. The plan must be implemented within 6 months of an occupancy permit being issued for the dwelling.

Robert Campbell, of 312 Koen Road, indicated that the shoreline is well treed and that it would be nice to have an open area to allow sunshine to come through onto the subject property and his property.

Response – Shrubs could be planted instead of trees to maintain the Owners' view of the lake.

Summary

A comprehensive report reviewing this zoning by-law amendment against the policies of the Provincial Policy Statement 2020, the County of Frontenac Official Plan and the South Frontenac Official Plan was provided to Council in advance of the September 15, 2020, public meeting.

As this rezoning is consistent and conforms to the Provincial Policy Statement 2020, the County of Frontenac Official Plan, and the South Frontenac Official Plan, and represents good planning for the subject property, it is recommended Council approve this application by **passing** By-law 2020-50.

Date of Site Visit: June 8, 2020

Prepared by: Christine Woods, MCIP, RPP, Senior Planner

Submitted/approved: Claire Dodds, MCIP, RPP, Director of Development Services

Approved by: Neil Carbone, CAO

REPORT TO COUNCIL

DEVELOPMENT SERVICES

Report Date:	September 29, 2020
Agenda Date:	October 6, 2020
Application No:	Site Plan Control Application - SP-05-20-L
Owners:	Clayton and Margaret Potts
Location of Property:	Part of Lot 25, Concession 6, District of Loughborough, Township of South Frontenac, municipally known as 316 Koen Road
Purpose of Application:	Review of Application for Site Plan Control – Single Detached Dwelling and Accessory Building, East Basin of Loughborough Lake

Recommendation

That By-law No. 2020-51 to authorize the Mayor and Clerk to enter into the Site Plan Agreement with the owners, Clayton and Margaret Potts, Part of Lot 25, Concession 6, Part 1 of Plan 13R-15577 and Part 1 of Plan 13R-21574, District of Loughborough, Township of South Frontenac, municipally known as 316 Koen Road **be passed.**

Proposal

An application was submitted for site plan control on the subject property, concurrent with an application for zoning by-law amendment (Z-20-08). Site plan control is required by Township of South Frontenac Site Plan Control By-law No. 2003-25 to ensure that the environmental policies of the Township and drainage of the site are addressed to the satisfaction of Council, as the *Planning Act* does not permit conditions to be attached to a decision on a zoning by-law amendment application.

The proposed development includes the demolition of all existing buildings and structures, and the construction of a single detached dwelling and a detached garage. A two-storey dwelling with a 139.1 square metre footprint will be constructed 8.8 metres from the high water mark of Loughborough Lake and 5.3 metres from the top of bank. A 53.3 square metre detached garage will be constructed between the dwelling and the road. A new septic system will be installed in the location of the existing septic system between the dwelling and the road.

Attachment 1 to this report shows the location of the property. Attachment 2 to this report shows the proposed locations of the development on the property.

Background

The subject property is located on Koen Road, on the East Basin of Loughborough Lake. The topography of the site is generally level with an approximately 2.5 metre high bank along the shoreline.

The owners have requested a zoning by-law amendment to place the subject property in the Waterfront Residential (RW) zone. The special provision (RW-47) is required to permit the proposed development with variations from the standard RW zone provisions. The proposed development requires variations in a number of standard RW zone provisions including lot coverage, front yards, rear yards, interior side yard, setbacks from the high water mark and top of bank. By-law 2020-50 is listed on the Council agenda under By-laws.

The conditions included within the site plan agreement address the environmental policies of the Township and drainage of the site. The agreement also includes a condition requiring a shoreline remediation plan to be prepared for the property, as requested by Council at the September 15, 2020, public meeting for the concurrent rezoning application. The shoreline remediation plan requires the creation and enhancement of a natural vegetative buffer within 6 metres of the high water mark of

Loughborough Lake. The plan must be implemented within 6 months of an occupancy permit being issued for the dwelling.

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

Agency Comments and Analysis

Township Public Services, Cataraqui Conservation and KFL&A Public Health reviewed the site plan as part of application for zoning by-law amendment Z-20-08. The site plan agreement includes conditions relative to the agency comments received.

Summary

Planning staff are satisfied that the site plan drawing and agreement meet the requirements of the Special Waterfront Residential Zone RW-47 as well as comments raised by Council at the public meeting on concurrent rezoning application Z-20-08.

The Owners have reviewed and signed the agreement.

Summary of Recommendation

That South Frontenac Council pass By-law 2020-51 to authorize the Mayor and Clerk to enter into a Site Plan Agreement with Clayton and Margaret Potts for the development of a single detached dwelling and accessory building (detached garage) at 316 Koen Road, Loughborough Lake.

Attachments:

1. Location Map
2. Site Plan Drawing
3. Site Plan Agreement
4. Site Plan By-law (under By-law section of agenda)

Date of Site Visit: June 8, 2020

Prepared by: Christine Woods, MCIP, RPP, Senior Planner

Approved by: Claire Dodds, MCIP, RPP, Director of Development Services

Approved by: Neil Carbone, CAO

FRONTENAC | 316 Koen Road

1: 18,056

Legend

- Assessment Parcels
- Citations

Notes

Z-20-08
SP-05-20-L

0.9 0 0.46 0.9 Kilometers

WGS_1984_Web_Mercator_Auxiliary_Sphere

Includes Material © 2019 of the Queen's Printer for Ontario. All Rights Reserved.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Sketch Showing Proposed Dwelling On

PART OF LOT 25, CONCESSION 6

Geographic Township of Loughborough

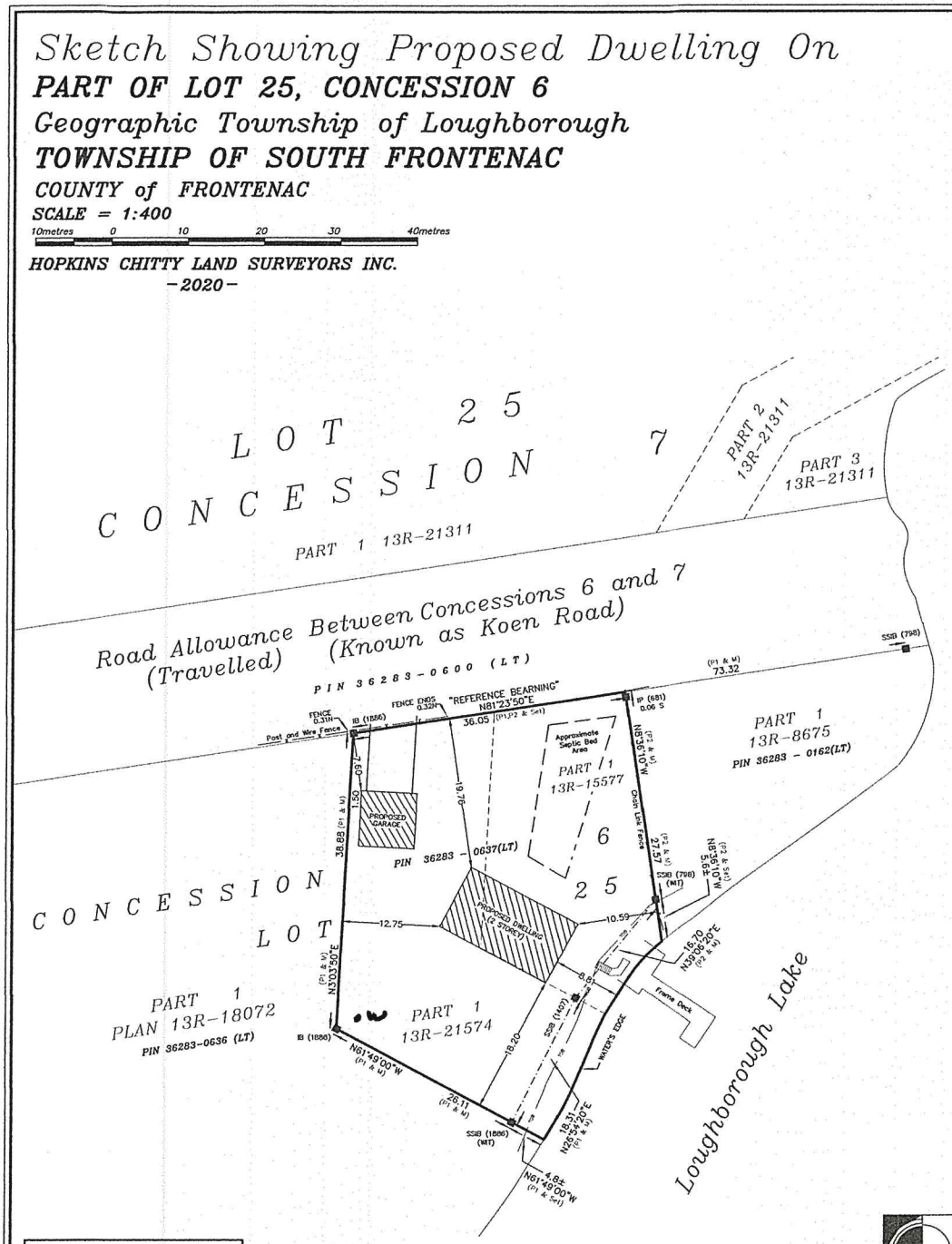
TOWNSHIP OF SOUTH FRONTENAC

COUNTY of FRONTENAC

SCALE = 1:400

10metres 0 10 20 30 40metres

HOPKINS CHITTY LAND SURVEYORS INC.
-2020-



N

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
IP	"	Iron Pipe
RB	"	Rock Bar
RPL	"	Rock Plug
(WIT)	"	Witness
(M)	"	Measured
CC	"	Cut Cross
(OU)	"	Origin Unknown
(HP)	"	Hydro Pole
(681)	"	Donald C. Smith-O.L.S.
(798)	"	Ray Hunter-O.L.S.
(1886)	"	Hopkins Chitty Land Surveyors Inc.-O.L.S.
P1	"	Plan 13R-21574
P2	"	Plan 13R-15577
—— TOB ——		Top of Bank

NOTES:

BEARINGS ARE UTM GRID, AND ARE DERIVED FROM THE SOUTHERLY LIMIT OF THE ROAD ALLOWANCE BETWEEN CONCESSIONS 6 AND 7, HAVING A BEARING OF N81°23'50"E UTM ZONE 18 NAD83 (1989 ADJUSTMENT) AND DESIGNATED AS "REFERENCE BEARING".

FOR BEARING COMPARISONS, A ROTATION OF 1°00'50" CLOCKWISE WAS APPLIED TO BEARINGS ON PLAN 13R-15577

SURVEYOR'S CERTIFICATE:

I CERTIFY THAT:

1. This Sketch accurately depicts the location of the proposed structures as communicated by the client.

HOPKINS CHITTY LAND SURVEYORS INC.

DATE: AUGUST 10, 2020

PHIL W. CHITTY - O.L.S.

No person may copy reproduce, distribute or alter this plan in whole or in part without the written permission of Hopkins Chitty Land Surveyors Inc.

"This is Not an Original Copy Unless Embossed with Seal"

© Copyright 2020

Party Chief: TJ	Instrument: TM	Checked By: PWC	Plan By: JS

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

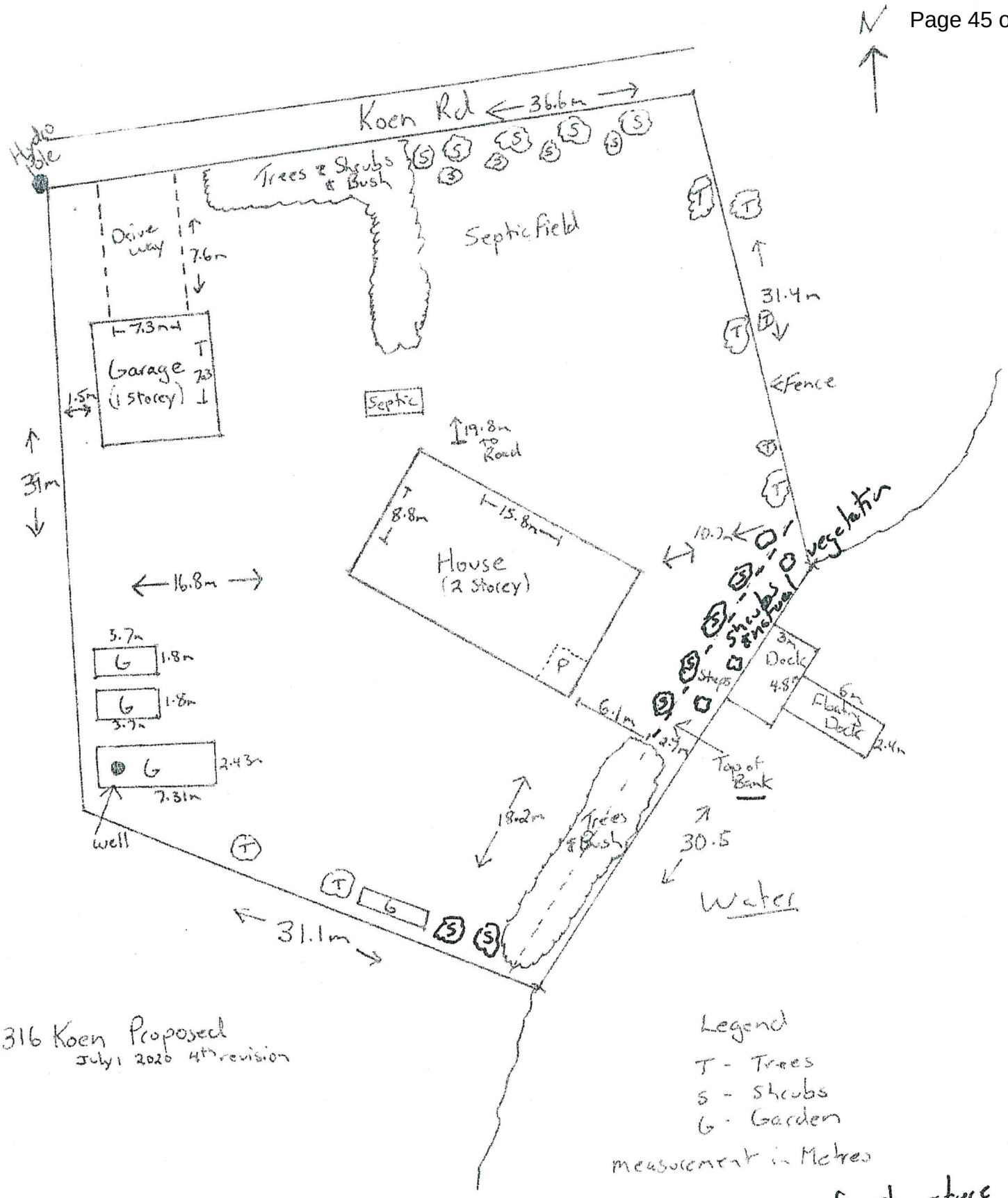
634-636 NORRIS COURT
KINGSTON, ONTARIO K7P-2R9
Tel (613) 384-9266
Fax (613) 384-3513

PROJECT No. 2020-391
PART LOT 25, CONCESSION 6
TOWNSHIP OF LOUGHBOROUGH

HCLS

METRIC

Distances Shown on This Plan are in Metres and can be Converted to Feet by Dividing by 0.3048



316 Koen Proposed
July 1 2020 4th revision

Legend
T - Trees
S - Shrubs
G - Garden
measurement in Metres

Shoreline in front of structure will consist of natural vegetation buffer

SITE PLAN AGREEMENT

Made this _____ day of _____, 2020

BETWEEN:

CLAYTON POTTS and MARGARET POTTS

Hereinafter called the "Owner"

OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC

Hereinafter called the "Municipality"

OF THE SECOND PART

WHEREAS the Owner is the registered owner in fee simple of certain lands located in the Township of South Frontenac (the "Lands");

AND WHEREAS Site Plan Control By-law 2003-25 applies to lands within 90 metres of a waterbody and requires that the Owner enter into this site plan agreement with the Municipality on the terms set out;

AND WHEREAS the Municipality is authorized to enter into this agreement and register it against the title to the Lands pursuant to section 41 of the Planning Act;

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 covenants that the Owner is the Owner in fee simple of the Owner's lands Described in Schedule "A" attached hereto.

2. The Owner covenants and agrees with the Municipality as follows:

2.1 General

2.1.1 That development shall be in accordance with the Site Plan Drawing, attached hereto as Schedule "B".

2.1.2 That the uses on the subject property are limited to the single detached dwelling and accessory building (detached garage).

2.1.3 That the Owner is required to obtain a septic permit from the authority responsible for Part 8 of the Ontario Building Code.

2.1.4 That the Owner may be required to obtain a permit from Cataraqui Conservation for any development or site alteration, as per the Ontario Regulation 148/06 Development, Interference with Wetlands, and Alterations to Shorelines and Watercourses.

2.1.5 That the dock location will be maintained as per the Site Plan Drawing. The dock may be modified or replaced subject to all applicable approvals.

2.1.6 Construction and maintenance of the dock shall occur outside of the timeframe when fish are spawning.

2.2 Environmental Protection

2.2.1 That erosion control measures (e.g. silt fence, straw bales) will be used during construction and will remain in place until any ground cover disturbed during construction has been re-established. Ground cover will be re-established as soon as possible upon completion of construction.

2.2.2 That during and after the construction period there shall be no filling or false grading of excavated materials within 30 metres of the high water mark of Loughborough Lake. The exception will be for allowance for landscaping materials for the final grade next to the dwelling and accessory building.

2.2.3 That roof runoff from the dwelling and accessory building will be directed away from the shoreline of Loughborough Lake and discharged into French Drains (or similar) or onto coarse rock rubble splash pads.

2.2.4 That a shoreline remediation plan will be prepared. The purpose of the plan is to create and enhance the natural vegetative buffer within 6 metres of the high water mark of Loughborough Lake. The plan shall be reviewed by the Municipality prior to the issuance of an occupancy permit under the Ontario Building Code. The plan shall be implemented within 6 months of an occupancy permit being issued for the dwelling.

2.2.5 That the land subject to the shoreline remediation plan will be maintained as a natural vegetated buffer.

3.0 This agreement shall be registered against the title to the Lands and the Municipality shall be entitled to enforce its provisions against the Owner and any or all subsequent owners of the Lands.

4.0 If the Owner fails or refuses for any reason to comply with any requirements of this agreement, the Owner shall be in default and the Municipality may, on fifteen (15) days' notice, require the Owner to remedy the default, failing which the Municipality may, without further notice and without prejudice to any other rights and remedies available to it, do such things and perform such work as is necessary to rectify the default.

5.0 Any account rendered by the Municipality for work done shall be paid by the Owner within thirty (30) days of the day of billing, and, if the Owner fails to pay, interest shall be charged on the amount outstanding at the rate of one and one quarter (1.25%) per months (15% per annum) on the first day of each calendar month following the date the account was due. Any payments received on accounts rendered shall be applied first to any outstanding interest, which may have accrued, and the balance shall be applied to reduce the principal amount outstanding.

6.0 If the Municipality incurs any expense arising out of the terms of this Agreement, the Municipality may recover the amount in like manner as municipal taxes or by action, pursuant to Section 42.7 of the Municipal Act.

7.0 All costs necessary to fulfill any condition of this agreement, and all costs incurred by the Municipality in connection with the preparation, execution, registration or enforcement of this Agreement shall be paid by the Owners.

8.0 This Agreement shall ensure 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:

_____	_____
WITNESS	CLAYTON POTTS
_____	_____
WITNESS	MARGARET POTTS
	THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC Per:
	_____
	RON VANDEWAL – MAYOR
	_____
	ANGELA MADDOCKS – CLERK

SCHEDULE "A"

THE LANDS

PART OF LOT 25, CONCESSION 6, PART 1 OF PLAN 13R-15577 AND PART 1 OF PLAN 13R-21574, DISTRICT OF LOUGHBOROUGH, TOWNSHIP OF SOUTH FRONTENAC, COUNTY OF FRONTENAC

MUNICIPAL ADDRESS

316 KOEN ROAD

SCHEDULE "B"

DRAWING LIST

SITE PLAN DRAWINGS	**SKETCH SHOWING PROPOSED DWELLING ON PART OF LOT 25, CONCESSION 6, GEOGRAPHIC TOWNSHIP OF LOUGHBOROUGH, TOWNSHIP OF SOUTH FRONTENAC, PREPARED BY HOPKINS CHITTY LAND SURVEYORS INC., DATED AUGUST 10, 2020, SCALE 1:400**
	316 KOEN ROAD PROPOSED SKETCH, PREPARED BY CLAYTON POTTS, DATED JULY 1, 2020, FOURTH REVISION, SCALE NTS

REPORT TO COUNCIL

DEVELOPMENT SERVICES

Report Date:	September 29, 2020
Agenda Date:	October 6, 2020
Application No:	Site Plan Control Application - SP-07-20-B
Owners:	Jeffrey Bumstead and Mary Kratzer
Location of Property:	Part of Lot 1, Concession 12, Parts 10 to 12 on Plan 13R3809, District of Bedford, Township of South Frontenac, municipally known as 10 Barrett Lane
Purpose of Application:	Review of Application for Site Plan Control – Single Detached Dwelling, South Basin of Buck Lake

Recommendation

That By-law No. 2020-52 to authorize the Mayor and Clerk to enter into the Site Plan Agreement with the owners, Jeffrey Bumstead and Mary Kratzer, Part Lot 1, Concession 12, Parts 10 to 12 on Plan 13R3809, District of Bedford, Township of South Frontenac, municipally known as 10 Barrett Lane **be passed.**

Proposal

An application was submitted for site plan control on the subject property. The application is required as Township of South Frontenac Site Plan Control By-law No. 2003-25 applies to lands within 300 meters of a Sensitive Lake Trout Lake. The requirement to enter into a site plan agreement is also required to fulfill a condition of a recent minor variance application approved by the Committee of Adjustment for the subject property (MV-08-20-B).

The proposed development includes the demolition of all existing buildings and structures, and the construction of a single detached dwelling. A one-and-a-half storey dwelling with an attached deck with a combined ground floor area of 114 square metres would be constructed a minimum 15 metres from the high water mark of Buck Lake. A new septic system with tertiary treatment is proposed to be installed in a location that would comply with zoning requirements including a minimum 30 metre setback from the high water mark.

Attachment 1 to this report shows the location of the property. Attachment 2 to this report shows the proposed locations of the development on the property.

Background

The subject property is located on Perth Road, and is accessed from Barrett Lane, on the South Basin of Buck Lake. The topography of the site has a gentle rise from the shoreline to the proposed building location, then a steeper rise to Barrett Lane. Barrett Lane and the remainder of the property is a plateau above Perth Road and Buck Lake.

The subject property is zoned Special Exception Waterfront Residential (RW-16) in Comprehensive Zoning By-law 2003-75. The site-specific RW-16 zone permits a maximum of 33 parking spaces for the exclusive use of 33 water access only lots located on Porcupine Island. These lots have deeded rights to park at this location. The parking spaces are located on land between Perth Road and Barrett Lane. The location of these parking spaces on the subject property do not impact the building envelope.

The development will meet the provisions of the By-law except for the minimum 30 metre setback from the high water mark. The dwelling and attached deck will be set back 15 metres from the high water mark, as per the Committee of Adjustment decision on minor variance application MV-08-20-B.

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

Agency Comments and Analysis

KFL&A Public Health and Cataraqui Conservation reviewed the site plan as part of minor variance application MV-08-20-B, and their comments were incorporated into the Committee of Adjustment decision. The site plan identifies the sewage system approved by KFL&A Public Health, and the site plan agreement includes conditions related to roof runoff, a vegetated shoreline buffer and regulatory requirements, as requested by Cataraqui Conservation.

Summary

Planning staff are satisfied that the site plan drawing and agreement meet the requirements of the Special Waterfront Residential Zone RW-16 as well as the Committee of Adjustment decision on minor variance application MV-08-20-B.

The Owners have reviewed and signed the agreement.

Summary of Recommendation

That South Frontenac Council pass By-law 2020-52 to authorize the Mayor and Clerk to enter into a Site Plan Agreement with Jeffrey Bumstead and Mary Kratzer for the development of a single detached dwelling at 10 Barrett Lane, Buck Lake.

Attachments:

1. Location Map
2. Site Plan Drawing
3. Site Plan Agreement
4. Site Plan By-law (under By-law section of agenda)

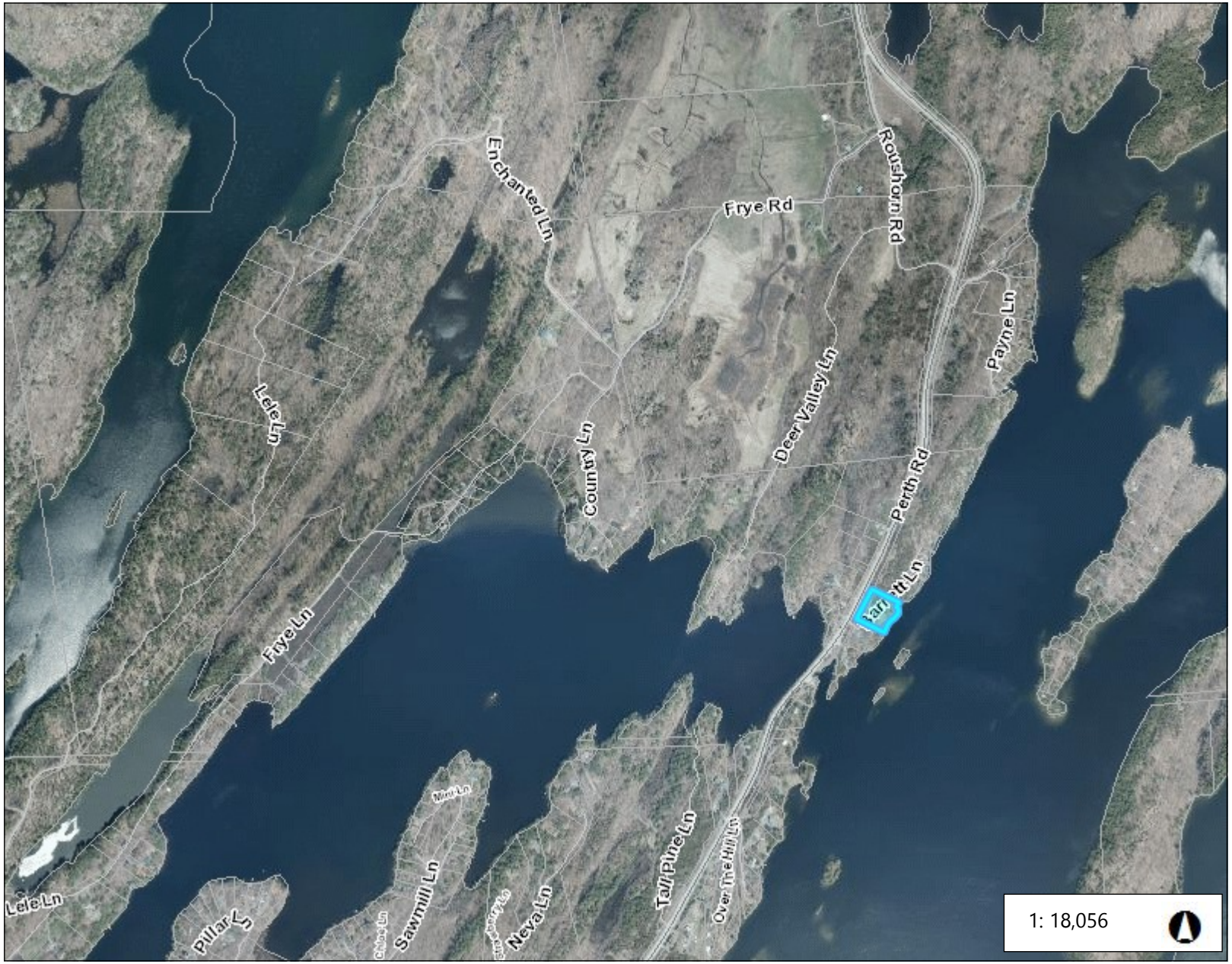
Date of Site Visit: June 24, 2020

Prepared by: Christine Woods, MCIP, RPP, Senior Planner

Approved by: Claire Dodds, MCIP, RPP, Director of Development Services

Approved by: Neil Carbone, CAO

FRONTENAC | 10 Barrett Lane



Legend

Road
- Highway
- Major Road
- Secondary Road
- Ferry Route

Assessment Parcels

Notes

SP-08-20-B

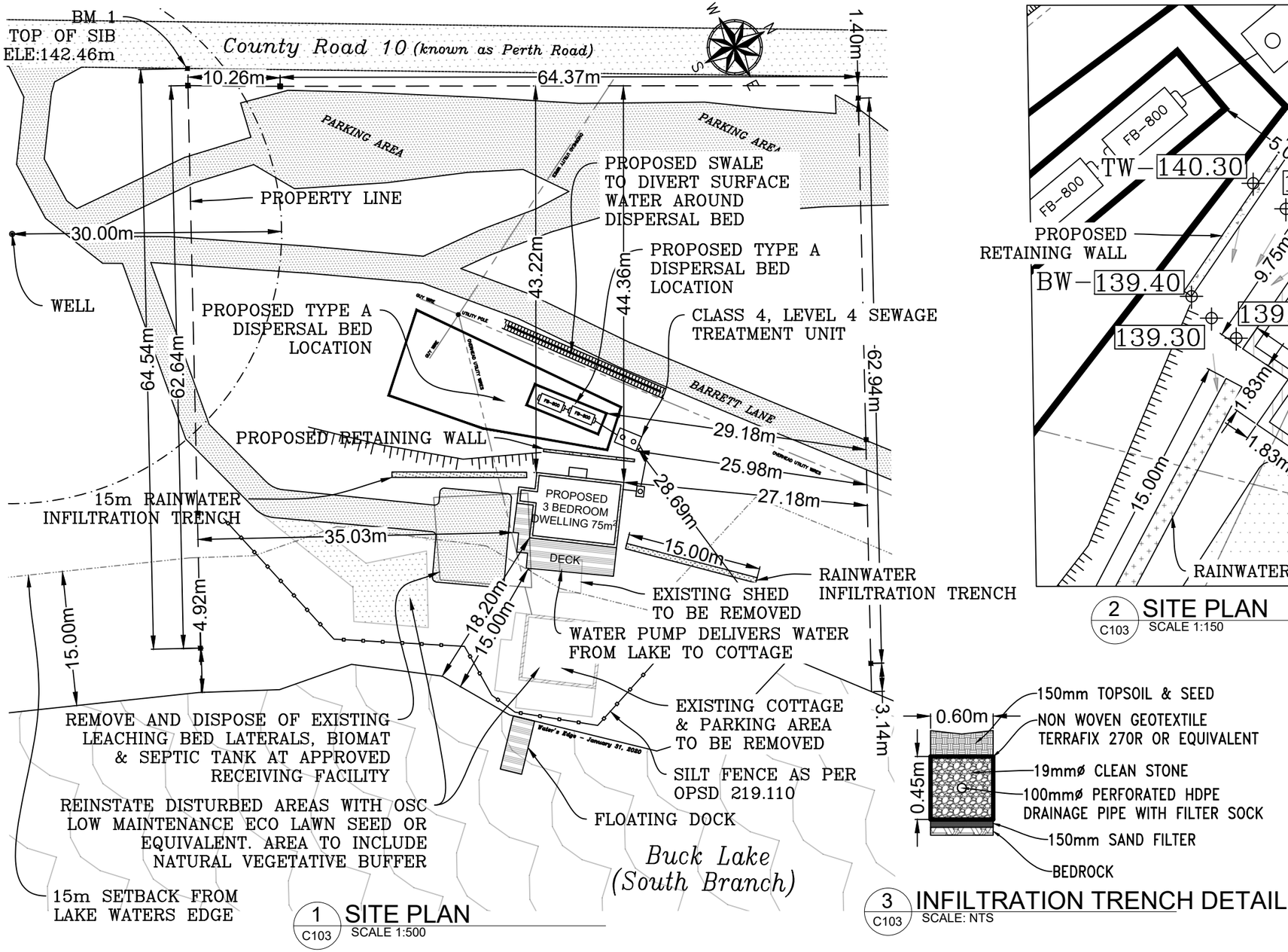
0.9 0 0.46 0.9 Kilometers

WGS_1984_Web_Mercator_Auxiliary_Sphere

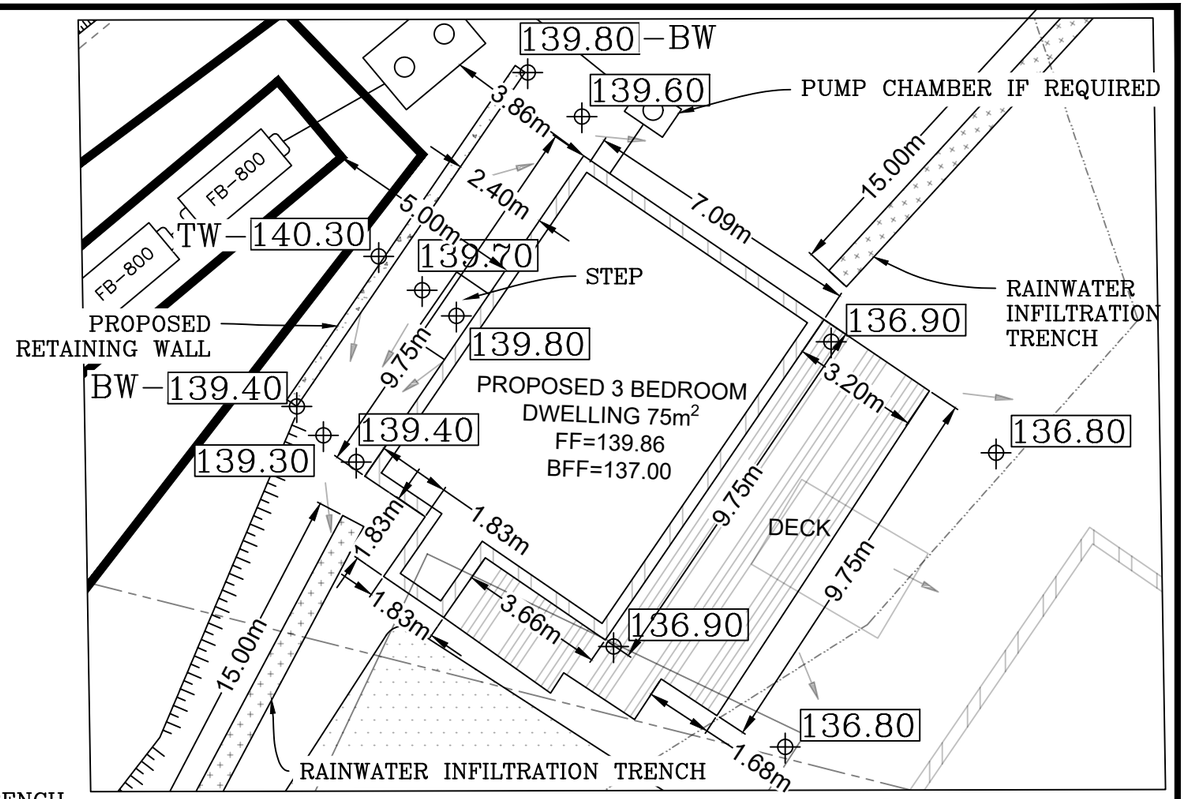
Includes Material © 2019 of the Queen's Printer for Ontario. All Rights Reserved.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



1 C103 SITE PLAN
SCALE 1:500



2 C103 SITE PLAN
SCALE 1:150

3 C103 INFILTRATION TRENCH DETAIL
SCALE: NTS

DETAILS OF DEVELOPMENT

DATA		REQUIRED	PROVIDED
ZONING	(RLWS) LIMITED SERVICE RESIDENTIAL WATERFRONT ZONE		
SETBACKS FOR SINGLE DETACHED DWELLING	FY (MIN)	15m	43.22m
	INT.SY (MIN)	3m	27.18m
	EXT.SY (MIN)	10m	NA
	WATERBODY (MIN)	18.2m	18.2m
DECK	WATERBODY (MIN)	15m	15m
NET LOT AREA (MIN)		5,094 m^2	5,094 m^2
LOT COVERAGE (MAX)		5%	2.25%
BUILDING HEIGHT (MAX)		11m	6.89m
GROSS FLOOR AREA (MIN)		59m^2	114m²
PARKING: # OF SPACES		2	2

Groundwork Engineering Limited
GEOTECHNICAL • CIVIL • STORMWATER • ONSITE WASTEWATER
UNIT 640 - 654 NORRIS COURT
KINGSTON, ONTARIO
OFFICE (613) 634-1789

Client / Land Owner: JEFF & MARY BUMSTEAD

Project: 10 BARRETT LANE
SOUTH FRONTENAC ONTARIO

Drawing Title: SITE PLAN

Project Number: GW-20002-5

Drawing Number: C-103
SHEET 1 of 1

Drawn by: JH
Checked By: MB
Scale: AS NOTED
Date: SEPT 25, 2020

LICENSED PROFESSIONAL ENGINEER
25 SEP 2020
M. H. BURGER
PROVINCE OF ONTARIO

REVISIONS

No.	Description	Date
1	ISSUED FOR REVIEW	SEPT 25, 2020
2	ROTATED INFILTRATION TRENCH	SEPT 28, 2020

P:\Projects\20000\20002 – Septic System Inspection and Designs\20002-5 – 10 Barrett Lane Buck Lake\Work From Home (Jeremy)\Site Plan\GW-20002-5 (Site Plan).dwg
9/28/2020 1:42 PM

SITE PLAN AGREEMENT

Made this _____ day of _____, 2020

BETWEEN:

JEFF BUMSTEAD and MARY KRATZER

Hereinafter called the "Owner"

OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC

Hereinafter called the "Municipality"

OF THE SECOND PART

WHEREAS the Owner is the registered owner in fee simple of certain lands located in the Township of South Frontenac (the "Lands");

AND WHEREAS it was a condition of minor variance that the Owner enter into this site plan agreement with the Municipality on the terms set out;

AND WHEREAS the Municipality is authorized to enter into this agreement and register it against the title to the Lands pursuant to section 41 of the Planning Act;

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 covenants that the Owner is the Owner in fee simple of the Owner's lands Described in Schedule "A" attached hereto.

2. The Owner covenants and agrees with the Municipality as follows:

2.1 General

2.1.1 That development shall be in accordance with the Site Plan Drawing, attached hereto as Schedule "B".

2.1.2 That the uses on the subject property are limited to the single detached dwelling.

2.1.3 That the Owner is required to obtain a septic permit from the authority responsible for Part 8 of the Ontario Building Code. Any Class 4 sewage treatment system with tertiary treatment (as defined in the Ontario Building Code) proposed for the property will be designed and installed by a professional who is qualified and certified by the Ontario Building Code Act.

2.1.4 That the Owner is responsible for having the effluent of any Class 4 sewage treatment system with tertiary treatment sampled in accordance with the requirements of the Ontario Building Code Act.

2.1.5 That the Owner shall be responsible to maintain any Class 4 sewage treatment system with tertiary treatment (as defined in the Ontario Building Code) installed on the property in perpetuity. The system is to be maintained in accordance with the Ontario Building Code Act and the manufacturer's instructions. The Owner will enter into a maintenance and service agreement with an authorized representative of the manufacturer of the septic treatment unit for

the life of the system. The Owner shall provide the Municipality with proof of a valid and current agreement prior to occupancy. The Owner shall provide the Municipality proof of maintenance occurring on an annual basis by January 31 each year.

2.1.6 That the Owner may be required to obtain a permit from Cataraqui Conservation for any development or site alteration, as per the Ontario Regulation 148/06 Development, Interference with Wetlands, and Alterations to Shorelines and Watercourses.

2.1.7 That the dock location will be maintained as per the Site Plan Drawing. The dock may be modified or replaced subject to all applicable approvals.

2.1.8 Construction and maintenance of the dock shall occur outside of the timeframe when fish are spawning.

2.2 Environmental Protection

2.2.1 That erosion control measures (e.g. silt fence, straw bales) will be used during construction and will remain in place until any ground cover disturbed during construction has been re-established. Ground cover will be re-established as soon as possible upon completion of construction.

2.2.2 That during and after the construction period there shall be no filling or false grading of excavated materials within 30 metres of the high water mark of Buck Lake. The exception will be for allowance for landscaping materials for the final grade next to the dwelling.

2.2.3 That the existing septic system will be properly decommissioned.

2.2.4 That roof runoff from the dwelling will be directed away from the shoreline of Buck Lake and discharged into rainwater infiltration trenches (or similar) or onto coarse rock rubble splash pads.

2.2.5 That a shoreline remediation plan will be prepared. The purpose of the plan is to create and enhance the natural vegetative buffer within 30 metres of the high water mark of Buck Lake. The plan shall be reviewed by the Township prior to the issuance of an occupancy permit under the Ontario Building Code. The plan shall be implemented within 6 months of an occupancy permit being issued for the construction approved through application MV-08-20-B.

2.2.6 That the land subject to the shoreline remediation plan will be maintained as a natural vegetated buffer.

3.0 This agreement shall be registered against the title to the Lands by the Owner and the Municipality shall be entitled to enforce its provisions against the Owner and any or all subsequent owners of the Lands.

4.0 If the Owner fails or refuses for any reason to comply with any requirements of this agreement, the Owner shall be in default and the Municipality may, on fifteen (15) days' notice, require the Owner to remedy the default, failing which the Municipality may, without further notice and without prejudice to any other rights and remedies available to it, do such things and perform such work as is necessary to rectify the default.

5.0 Any account rendered by the Municipality for work done shall be paid by the Owner within thirty (30) days of the day of billing, and, if the Owner fails to pay,

interest shall be charged on the amount outstanding at the rate of one and one quarter (1.25%) per months (15% per annum) on the first day of each calendar month following the date the account was due. Any payments received on accounts rendered shall be applied first to any outstanding interest, which may have accrued, and the balance shall be applied to reduce the principal amount outstanding.

6.0 If the Municipality incurs any expense arising out of the terms of this Agreement, the Municipality may recover the amount in like manner as municipal taxes or by action, pursuant to Section 42.7 of the Municipal Act.

7.0 All costs necessary to fulfill any condition of this agreement, and all costs incurred by the Municipality in connection with the preparation, execution, registration or enforcement of this Agreement shall be paid by the Owners.

8.0 This Agreement shall ensure 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:

_____ _____

WITNESS JEFF BUMSTEAD

_____ _____

WITNESS MARY KRATZER

THE CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC
Per:

_____

RON VANDEWAL – MAYOR

_____

ANGELA MADDOCKS – CLERK

SCHEDULE "A"

THE LANDS

PART LOT 1, CONCESSION 12, PARTS 10 TO 12 ON PLAN 13R3809, DISTRICT OF BEDFORD, TOWNSHIP OF SOUTH FRONTENAC, COUNTY OF FRONTENAC

MUNICIPAL ADDRESS

10 BARRETT LANE

SCHEDULE "B"

DRAWING LIST

SITE PLAN DRAWING	**10 BARRETT LANE SITE PLAN, PREPARED BY GROUNDWORK ENGINEERING LIMITED, REVISION NO. 2, DATED SEPTEMBER 28, 2020, SCALE 1:500**

REPORT TO COUNCIL

Development Services - Planning

Report Date: September 29, 2020
Agenda Date: October 6, 2020

Subject: Johnston Point Condominium Agreement

Recommendation

THAT Council **pass** by-law 2020-53 authorizing the Mayor and Clerk to sign the Johnston Point Condominium Agreement upon the signing of the agreement by both owners of the property, Magenta Waterfront Development Corporation and 1324789 Ontario Inc.

Update

The Johnston Point Condominium agreement was presented to South Frontenac Council for information at the September 15, 2020 Council meeting.

Following the September 15, 2020 Council meeting, the lawyers for Magenta Waterfront Development Corporation forwarded an updated legal description for the Johnston Point Plan of Condominium to the Director of Development Services and the Township Solicitor, Tony Fleming. This updated legal description has been incorporated into Schedule “A” and “D” of the attached condominium agreement. The updated legal description does not impact any other term or condition of the condominium agreement.

Background

Township staff have been actively working with Magenta Waterfront Condominium Corporation (MWDC) as they work towards fulfilling conditions of draft plan approval on the Johnston Point Vacant Land Plan of Condominium. MWDC is one of two owners of the Johnston Point property and is the appointed project manager for the Johnston Point project. Township staff and legal counsel have worked directly with MWDCs consulting planner and legal counsel in the preparation and review of the condominium agreement.

The condominium agreement (Attachment 2) has been developed to fulfill conditions of draft plan approval and has been signed by MWDC to indicate their agreement to the terms and conditions included in the condominium agreement.

Entering into a condominium agreement with South Frontenac Council is a critical condition that must be satisfied prior to obtaining final approval of the Johnston Point plan of condominium.

The condominium agreement implements and fulfills many of the draft plan conditions implemented by the Ontario Municipal Board and the County of Frontenac. Attachment 3 is the draft plan conditions for Johnston Point.

South Frontenac Council previously approved By-law 2018-34 on June 5, 2018 to enter into a condominium agreement with Magenta Waterfront Development Corporation & 1324789 Ontario Inc. for development at Johnston Point.

This agreement was prepared by the Township, and to date has not been signed by either Magenta Waterfront Development Corporation or 1324789 Ontario Inc.

The agreement that Council entered into by by-law in June 2018 was prepared prior to the issuance of the Environmental Benefit Permit for Johnston Point by the Ministry of Environment, Conservation and Parks in October 28, 2018 (PT-C-001-16).

REPORT TO COUNCIL

Development Services - Planning

Upon review of the Environmental Benefit Permit, the Township Director of Development Services and Township legal counsel advised Magenta and their planner, Tracy Zander, that in order to clear the conditions of draft plan approval, the plan of condominium agreement would need to be updated to include a number of new conditions in order to effectively integrate the terms of the Benefit Permit within the plan of condominium.

Analysis/Discussion:

From the version of the agreement that Council entered into by by-law in June 2018, the condominium agreement has been updated to:

- Require that an unredacted version of the Environmental Benefit Permit (#PT-C-001-16) be provided to potential purchasers as part of the purchase and sale agreement (Schedule E, Clause 3 d).

- Schedule E, clause 35 of the updated agreement establishes that the Owner shall comply with all conditions of Permit PT-C-001-16 issued to 1324789 Ontario Inc. under Clause 17(2)(c) of the *Endangered Species Act*, 2007 and dated October 28, 2018. This condition goes on to say that Permit PT-C-001-16 is hereby incorporated by reference into this Agreement and the version of the permit on file with the Ministry of Environment Conservation and Parks shall govern in the event of any dispute.

- The condominium agreement (Schedule E, clause 38 xi & xii) also requires the condominium declaration to include statements that the owner shall comply with Permit PT-C-001-16 and that the Owner shall ensure, in undertaking development and/or construction within a Unit, that all persons engaged in such work are contractually bound to comply with the Benefit Permit.

- A further update has been included in the agreement that now requires the developer to prepare and undertake the preparation of a Master Site Plan prior to the preparation of site plans for each individual residential unit within the plan of condominium. The Master Site Plan and individual site plans would be required to incorporate the Township environmental standards and the conditions of the Environmental Benefit Permit. This requirement is incorporated into the updated condominium agreement in Schedule “E”, clause 34.

While the addition of the two-stage site plan process is the biggest change to the agreement, there are additional changes including listing the amount of securities to be paid to the Township, setting the cash value to be paid as cash-in-lieu of parkland, specific clauses about the timing of certain road improvements, and the financial requirements relating to upgrades required at the intersection of Hinterland Lane and North Shore Road. As the Township is currently undertaking the rehabilitation of North Shore Road, it was the preference of the Director of Public Services to incorporate this roadwork as part of the larger North Shore Road project in 2020. The condominium agreement includes a capital contribution that will be paid by the developer to the Township for undertaking this work.

The updated draft condominium agreement was reviewed by Cataraqui Conservation staff and KFL&A Public Health staff in August 2020. Comments of agency staff have been incorporated into the attached version of the condominium agreement.

At the time of writing of this report, MWDC has indicated their willingness to accept the terms of the condominium agreement by signing the agreement. MWDC has further indicated their willingness to accept the terms of this agreement by providing on September 8, 2020, the payment of cash-in-lieu of parkland, providing a letter of credit for the securities listed in Schedule B and providing payment for the capital contribution to the improvements made on North Shore Road.

Anticipated Next Steps

The process below outlines the anticipated next steps to fulfill draft plan approval conditions and to obtain site plan approval(s) for Johnston Point:

- Magenta Waterfront Development Corporation has signed the condominium agreement.
- If Council approves the condominium agreement – the co-owner of Johnston Point, 1324789 Ontario Inc. would be required to sign the condominium agreement before the Mayor and Clerk sign the condominium agreement.
- If 1324789 Ontario Inc. refuses to sign the agreement, Magenta may need to seek a further court order to address any outstanding dispute between the two parties.
- Draft plan approval has been extended by the County until January 29, 2021 for Johnston Point. The condominium agreement will need to be entered into by Council and signed by the 2 owners in advance of January 29, 2021 in order to fulfill conditions of draft plan approval.
- There are several other conditions that Magenta Waterfront Development Corporation are actively working on to fulfill draft plan approval, including the preparation of the condominium declaration (rules which govern the condominium corporation).
- Township staff and agency staff will provide the County with documentation indicating how conditions of draft plan approval have been satisfied.
- The County of Frontenac is the approval authority for final approval of the Johnston Point Condominium. The condominium agreement will need to be signed by both owners to satisfy clearing the draft plan conditions and before the County issues final approval.
- Once final approval is granted by the County, registration of the condominium description can occur at the Land Registry Office.
- The condominium agreement and condominium declaration are then registered on the title of the lands that form the condominium.
- No units within the condominium can be sold until the registration of these documents are complete.

<u>Master Site Plan Control Application:</u>

- Prior to building on any unit within Johnston Point, the developer must go through the Master site plan control process.
- The Master site plan will be the tool that fulfills many of the conditions of the condominium agreement, the EBP and will incorporate the recommendations of supporting studies/agency technical comments.
- South Frontenac Council is the approval authority for the Master site plan.
- The Master site plan includes lands that will be held in common by the condominium corporation described as common elements, as well as land that comprises the 15 residential units to be transferred to individual unit owners.
- The Master site plan will deal with the detailed development of any common element blocks (e.g. garbage/mailboxes and communal docks) and establish a building envelope for each unit (e.g. location of septic, well, driveway, placement of docks, location and width of walkway, etc.).
- Council may choose to ask the developer to provide an unredacted version of the EBP prior to entering into a site plan agreement for the Master site plan. Detailed provisions of the EBP are most appropriate to incorporate into the site plan, as this is the document that regulates the details of development on both the common elements and the 15 residential units within the condominium.

REPORT TO COUNCIL

Development Services - Planning

Individual Unit Site Plan Control Applications:

- Following the approval of the Master Site Plan, individual unit owners must prepare an individual site plan for their unit prior to obtaining a building permit.
- Individual unit site plans will show the proposed structures and demonstrate the property will be developed in conformity with the Master site plan.
- Council is the approval authority for individual site plans for Johnston Point.

Attachments:

1. By-law 2020-53 - Authorization to Enter into Johnston Point Condo Agreement (under By-law section of Agenda)
2. Condominium Agreement for Johnston Point Vacant Land Plan of Condominium signed by Magenta Waterfront Development Corporation
3. Draft Plan Conditions for Johnston Point Vacant Land Plan of Condominium

Submitted by:
Claire Dodds, MCIP, RPP, Director of Development Services

Approved by:
Neil Carbone, CAO

CONDOMINIUM AGREEMENT
Johnston Point

THIS AGREEMENT made in triplicate this __ day of _____, 2020.

BETWEEN:

MAGENTA WATERFRONT DEVELOPMENT CORPORATION
And 1324789 ONTARIO INC.
hereinafter collectively referred to as the "OWNER"

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC

hereinafter referred to as the "Municipality"

OF THE SECOND PART

WHEREAS the Owner appealed to the Ontario Municipal Board resulting from a lack of decision within the requisite 180-day period regarding approval of a Draft Plan of Condominium for lands more particularly described on Schedule "A" attached hereto (the "Owner's Lands");

AND WHEREAS the Owner, the Municipality, and the County of Frontenac reached a settlement with respect to the Draft Plan of Condominium;

AND WHEREAS the Ontario Municipal Board approved the Draft Plan of Condominium for the Owner's Lands and imposed draft plan conditions, pursuant to the *Planning Act*, as amended;

AND WHEREAS the Plan of Condominium creates 15 Residential Building lots ("Units"), a common access road, and a common waterfront passive recreational area, with the common elements (as such term is defined below) governed by the *Condominium Act*, 1998 (the "Act") the Declaration and the By-laws of the Condominium Corporation, with each Unit owner being an owner of the common elements as tenants in common in the proportions specified in the Declaration;

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

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

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

1. All capitalized terms shall have the meaning prescribed in the *Condominium Act* S.O. 1998, c. 19.

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

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

    a. execute and deliver this Agreement to the Municipality;

    b. obtain a consent to registration of this Agreement in a form satisfactory to the Municipality from the holder of any mortgage or other encumbrance of the Owner's Lands that will be outstanding on the date of registration of the Plan;

    c. pay in full all outstanding taxes, drainage and unamortized local improvement charges on the Owner's Lands;

    d. pay in full all outstanding invoices issued by the Municipality with respect to the Plan;

    e. deliver to the Municipality an original copy and an 8½" X 14" reduced copy of the final Plan forwarded to the County for registration;

    f. deliver:

        i. to the County of Frontenac, eight (8) mylars and four (4) paper prints of the completed Plan;

        ii. to the Township of South Frontenac, four (4) copies of all reference plans and four (4) copies of all conveyance documents for all easements and lands being conveyed to the Municipality, if any;

        iii. to the Township of South Frontenac, a surveyor's Certificate to confirm that the Units on the Plan conform to the permitted minimum area requirements for each Unit and the maximum density requirements in the Zoning By-law of the Municipality; and

        iv. to the Township of South Frontenac and the County of Frontenac, a digital file in AutoCAD format of all required drawings;

    g. provide certification from the Owner's Professional Engineer that the facilities and services have been installed and are sufficient to ensure the independent operation of the Condominium Corporation. Alternatively, if any facilities or services have not been installed such that the Condominium Corporation can operate independently, then the Owner will be required to engage the services of a qualified quantity surveyor or professional engineer to provide a calculated amount of the required security for one hundred percent (100%) of the required works. The security shall be provided in a form satisfactory to the Municipality in its sole discretion and shall be in compliance with the Act.

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

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

5. The Owner shall comply with any amendments, additions or deletions to the Plan of Condominium or other Drawings listed in Schedule "C" that the Municipality may reasonably require after the date of this Agreement in order to better ensure the proper and orderly development of the Owner's Lands.

6. Without limiting the generality of the Owner's obligations set out in clause 1 of this Agreement, the Owner covenants and agrees that it shall comply with those municipal conditions set out in Schedule "E" to this Agreement.

7. The Owner shall deliver to the Municipality those deeds or grants of easement or rights-of-way set out on Schedule "D".

8. If required by the Municipality, the Owner shall employ an engineer licensed and in good standing with the Association of Professional Engineers of Ontario to supervise all engineering functions including but not limited to:

    a. the preparation of calculations, contours, designs, plans and specifications;

    b. the preparation and furnishing of all required drawings;

    c. the preparation of the necessary contracts;

    d. the obtaining of all required federal, provincial and municipal approvals;

    e. the provision of the field layout, contract administration and construction supervision;

    f. the maintenance of all records of construction and upon completion to advise the Municipality of all construction changes and to prepare all final and "as constructed" plans and drawings as may be required by the Municipality; and

    g. acting as the Owner's representative in all matters pertaining to the construction.

9. The Owner shall furnish all plans, specifications, designs, calculations, contours, or other information pertaining to the Owner's Lands as the Municipality may require. No contract shall be awarded, and no work shall commence or be continued without the prior written approval of the design and inspection of the work by the Municipality.

10. All required inspections shall be performed by the Municipality whose determination of whether any work has been constructed to its satisfaction shall be final.

11. The Owner shall not transfer title to any Unit within the Plan until after this agreement, all deeds, grants of easement and 0.3 metre reserves in favour of the Municipality and related reference plans of survey have been registered, as required.

12. All civic addresses and 911 numbers for use within the Plan shall be allocated by the Municipality. The Owner shall advise each purchaser of a Unit of its correct number.

13. The Owner shall submit proposed lane names to the Municipality for approval. The naming and installation of civic addresses and lane signs shall be in accordance with the Municipal Standards for 911 and Emergency Preparedness, at the Owner's expense. Street signs shall be installed prior to registration of this Agreement. The location of all entrances to all Units, including the location of culverts and 911 civic address signage shall be shown on a plan approved by the Municipality prior to issuing a building permit for development within the Lands.

14. The Owner covenants and agrees that nothing in this Agreement releases the Owner from the obligation to comply with the provisions of all other by-laws of the Municipality that may now or in future be in effect.

15. All construction within the Owner's Lands shall be carried out in accordance with any noise by-law of the Municipality which may be in effect from time to time.

16. Time shall be of the essence of this Agreement and of any extension of time that may be agreed upon by the parties.

17. The Owner hereby grants to the Municipality, its servants and contractors, a licence to enter the Owner's Lands during normal operating hours for the purpose of inspecting the real property within the Plan of Condominium and to perform any work arising from or the result of any default by the Owner under this Agreement.

18. It is the intent of this Agreement that the Municipality shall not incur any expense for the development of the Owner's Lands and every obligation of the Owner under this Agreement shall be deemed to include the words "at the expense of the Owner", unless specifically stated otherwise.

19. In the event the Owner is in default in the performance of any obligation under this Agreement and such default continues more than fifteen (15) days after the Municipality delivers written notice to the Owner requiring the Owner to remedy the default, the Municipality may, without further notice to the Owner, do such thing at the Municipality's expense as it may reasonably deem necessary to remedy the default, and the Municipality may recover the expense incurred in doing such thing by action or the same may be recovered in like manner as municipal taxes in accordance with the provisions of Section 446 of the *Municipal Act*, 2001, S.O., 2001, C. 25, as amended.

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

21. All invoices, costs and expenses received or incurred by the Municipality and payable by the Owner shall be paid within thirty (30) days of the Municipality's invoice or demand for payment to the Owner, failing which the Owner shall be in default under this Agreement and shall continue in default until payment plus all accrued interest is made in full.

22. Interest shall be paid by the Owner on all overdue amounts at the same rate per annum and calculated in the same manner as the Municipality charges on overdue municipal taxes and any payments received shall be applied first on account of accumulated interest and then on the outstanding amount.

23. The Municipality shall undertake the registration, at the Owner's expense, of this Agreement against the title to the Owner's Lands and, in accordance with s. 51(26) of the *Planning Act*, all of the terms and conditions of this Agreement may be enforced against the Owner and any and all subsequent owners of the Owner's Lands.

24. The Owner shall ensure that the requirements of this Agreement are brought to the attention of its contractors, employees and workers prior to the start of any construction.

25. All covenants in this Agreement shall be construed as being joint and several and that, when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter gender, as the case may be, were expressed.

26. Pursuant to s. 51(32) of the *Planning Act*, the Draft Plan of Condominium Approval shall lapse on **January 29, 2021** if the final approval has not been given, notwithstanding the entering into of this Agreement, unless an extension is requested by the Owner and, subject to review, granted by the approval authority. Pursuant to s. 51(33) of the *Planning Act*, the owner may submit a request to the approval authority for an extension of the Draft Plan of Condominium Approval. The extension period shall be for a maximum period of three (3) years and must be submitted prior to the lapsing of Draft Plan Condominium Approval. Further extensions may be considered at the discretion of the Municipality and the County of Frontenac.

27. Any dispute between the parties with respect to this Agreement shall, at the request of a party, be submitted to arbitration pursuant to the Arbitrations Act 1991 and the decision of the arbitrator or, if more than one, the decision of a majority shall be final and binding on the parties.

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

29. Any notice required to be given by the parties to this Agreement shall be given by registered mail at the last known address for service of the parties, or at such other addresses as the parties may specify from time to time, (provided that in the event of a postal disruption, notice shall only be given by hand) and shall be deemed to have been delivered on the third day after the date of deposit in the post office.

30. The Owner agrees that if any section, clause or provision of this Agreement is for any reason declared by a Court of competent jurisdiction to be invalid the same shall not affect the validity of the Agreement as a whole or any part thereof, other than the section, clause, or provision so declared to be invalid and it is hereby declared to be the intention that all the remaining sections, clauses or provisions of this Agreement shall remain in full force and effect, notwithstanding that one or more provisions thereof shall be declared to be invalid.

31. 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.

32. In addition, the Owner and each and every subsequent owner of the Lands or a part thereof acknowledges notice of and agrees to be bound by all of the provisions of this agreement and, in particular, those provisions set out in Schedule "E".

33. This Agreement shall ensure to and be binding upon the parties hereto, and their respective successors and assigns.

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

SIGNED, SEALED AND DELIVERED:

THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC

_____

Ron Vandewal, Mayor

_____

Angela Maddocks, Clerk

MAGENTA WATERFRONT DEVELOPMENT CORPORATION

_____

Name: W. Gavin Marshall
Office: President
I/We have authority to bind the corporation

1324789 ONTARIO INC.

_____

Name:
Office:
I/We have authority to bind the corporation

SCHEDULE "A"

LEGAL DESCRIPTION

Part of PIN 36283-0627 (LT)

FIRSTLY:

Part Lot 24, Concession 7, Loughborough, designated as Part 3 on Plan 13R-22257 and Part 1 on Plan 13R-21493 save and except Part 1 on Plan 13R-22257; Township of South Frontenac

SECONDLY:

Part of Lots 23 and 24, Concession 6, Loughborough, designated as Parts 5 and 6 on Plan 13R-22257 and Parts 5, 8, 9, 10, 11, 12, 13 and 14 on Plan 13R-21493, save and except Parts 7 and 8 on 13R-22257 and save and except Part 3 on 13R-21591; Township of South Frontenac

THIRDLY:

Part of the road allowance between Concessions 6 and 7, Loughborough, designated as Part 3, Plan 13R-21493 and Part 4 on Plan 13R-22257, stopped up and closed by By-Law No. 2016-28 as in FC222953; Township of South Frontenac

SCHEDULE "B"

SCHEDULE "B"

SECURITY

The Owner shall deposit with the Municipality prior to registration of this Agreement the amount of twenty four thousand two hundred eight dollars and fifty cents ($24,238.50) in cash or certified cheque or acceptable letter of credit, to construct all required common element private roads, streetlight(s), facilities and services, to the satisfaction of the Municipality.

Without limiting the generality of and in addition to the foregoing, the Owner agrees to provide to the Municipality a certified cheque in the amount of seventy thousand dollars ($70,000.00) for purposes of its contribution towards road improvements at the intersection of North Shore Road and Hinterland Lane. The Owner further acknowledges and agrees that this amount shall not form part of the Security, but shall be utilized by the Municipality for the road works contemplated by the Draft Plan of Condominium conditions at its sole discretion.

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

SCHEDULE "C"

PLAN OF CONDOMINIUM DRAWINGS

1. Draft Plan of Vacant Land Condominium, dated February 26, 2016, last revised March 31, 2016, prepared by FOTENN Consultants Inc. and certified by Ronald Clancy, Ontario Land Surveyor comprising a total of 15 Residential Units and 4 common element blocks.

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

SCHEDULE "D"

GRANTS OF EASEMENT AND OTHER PUBLIC LANDS

The Owner shall convey to the Municipality in fee simple, free of any encumbrances, those lands described as Part 1 & 2 on Plan 13R-22257 for purposes of a 0.3m reserve. Such 0.3 metre reserve shall be held in trust by the municipality for the purpose of denying additional access to North Shore Road.

SCHEDULE "E"

MUNICIPAL CONDITIONS

The Owner further covenants and agrees as follows:

1. In this Schedule "Plan" shall mean the Plan of Condominium, as finally approved, and registered.

2. The drainage of surface water within the Plan is the sole responsibility of the Owner and all subsequent purchasers of Units, who shall provide and maintain adequate drainage of surface water in accordance with the Draft Plan of Condominium.

   Prior to obtaining a building permit for construction of a dwelling on a Unit within the Plan of Condominium, Unit owners shall have a lot grading plan prepared by a professional engineer in accordance with the Stormwater Management Brief prepared by Asterisk Engineering and drawings prepared by Ainley and Associates dated December 2017 kept on file at the Township, and current best management practices. The lot grading plan shall be submitted to the Township Building Department for review and approval by the Township's Municipal Engineer. The lot grading plan shall be implemented and monitored throughout the construction process to ensure compliance with the approved grading drawings. A fee shall be charged to cover the Township's expense for the municipal third-party review and approval of the lot grading plan. A lot grading deposit shall be provided to the Township in the amount of $3000. The deposit will be released upon final approval and inspection of the lot grading plan by the municipal Engineer.

3. The Owner shall include in each agreement for the purchase and sale of any Unit, notice that the Purchaser will be bound by the following provisions which shall, without limiting the generality of the foregoing, also form part of this Agreement, binding on the Owner:

   (a) That every owner of a Unit shall be responsible for ensuring that all wastes are disposed of in compliance with the Municipality's waste management by-laws and all other applicable laws.

   (b) The purchasers acknowledge receiving the following and hereby agree to comply with the recommendations contained therein:

      (i) Environmental Impact Statement, dated March 1, 2014 prepared by Ecological Services;

      (ii)Environmental Impact Statement, dated June 12, 2014 prepared by Ecological Services;

      (iii) 'Hydrogeological Assessment at Johnston Point', dated June 2014 prepared by WESA;

      (iv) 'Stormwater Management Brief for the Johnston Point Condominium', undated, prepared by Asterisk Engineering Corporation and associated drawings

      (v)Letter from the Cataraqui Region Conservation Authority to the County of Frontenac dated November 12, 2014;

      (vi) Archaeological Assessment (Stage 1-4) Report by Abacus Archaeological Services;

   (c) Purchasers are advised that the owner of each Unit is responsible for the maintenance and repair of all services constructed or installed or contained within the individual Unit, all of which shall form part of the Unit and are owned by the individual Unit owner.

   (d) Purchasers acknowledge receiving Permit PT-C-001-16 issued on October 28, 2018 to 1324789 Ontario Inc. under Clause 17(2)(c) of the *Endangered Species Act, 2007.* Purchasers hereby agree to the conditions of this Permit.

(e) Subject to any specific direction contained in Permit PT-C-001-16, Purchasers acknowledge and agree that all vegetation, with the exception of invasive species, shall be retained and maintained in their natural state within 30 metres of the shoreline. Within this 30 metre buffer area, no structures shall be built and the area shall remain in its natural state with respect to soil and vegetation, with the exception of a permitted pathway to the water, approved in accordance with this agreement. Any site disturbance shall be subject to specific direction within Permit PT-C-001-16.

(f) Subject to any specific direction contained in Permit PT-C-001-16, Purchasers acknowledge and agree that no development (including without limitation wells, structures, buildings or sewage disposal systems) or site alteration shall be permitted within 50 m of the shoreline of Loughborough Lake and within 120 metres of the edge of the Provincially Significant Wetlands without first obtaining written permission from the Conservation Authority.

(g) Purchasers acknowledge and agree that within the Provincially Significant Wetlands there shall be no construction of any structures, including without limitation, docks, marine facilities and pathways and the shoreline shall not be altered in any way, subject only to removal of invasive species. Within Long Bay docks may be approved in accordance with this Agreement.

(h) All purchasers acknowledge and agree that all wells and septic systems shall be operated and maintained in accordance with all applicable laws, and decommissioned in accordance with all applicable laws, when no longer in use.

(i) All purchasers acknowledge and agree that all development on the Lands within 120 metres of the Provincially Significant Wetlands and within 50 metres of the shoreline of Loughborough Lake is subject to the "Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulation" (Ontario Regulation 148/06). The regulation requires that the purchaser obtain the written approval of the Conservation Authority prior to any development (e.g. construction, filling, lot grading) taking place within the regulated area, alteration to the shoreline and/or interference with a wetland.

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

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

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

4. The Owner shall provide to every purchaser of any Unit a copy of the master site plan and a site servicing plan showing the location of the building envelope, including the house, and the location of servicing envelopes for well, and for primary and alternate sewage locations for the Unit.

5. The identified primary and alternate sewage system locations shall be reserved and maintained solely for that purpose. No construction of wells, homes, driveways, pools, garages or any other structure is to take place in the primary or alternate sewage system location.

6. The primary and alternate sewage disposal locations were selected due to the suitability of those areas to provide an ideal area to treat sewage. No deviation will be permitted in the sewage disposal system locations unless, if it becomes necessary to deviate from the approved location, an engineering report and system design as well as a terrain analysis is provided to the satisfaction of the approval authority. The alternative location must also include an impact assessment on adjoining properties.

7. Proposal for sewage disposal systems which produce a higher quality of effluent will be considered and encouraged by the approval authority in situations where protection of human health or the quality of surface water or groundwater is an issue.

8. The Owner acknowledges and agrees that the Municipality will not be assuming or maintaining the roads within the Plan and will have no obligation to undertake any works to improve, widen or upgrade the aforesaid roads at public expense at any time. The operation and maintenance of all roads and driveways within the Plan are the sole cost and responsibility of the Owner.

9. The Owner acknowledges and agrees that the Municipality shall not be responsible for providing fire, ambulance and other emergency services to any unit if the operator of the emergency vehicle, having made reasonable efforts in the circumstances, determines that the condition of the roads or driveways as constructed or maintained at the time, prevents the vehicle from being operated properly or safely in order to access or exit any given unit.

10. The Owner acknowledges and agrees that the Municipality shall not provide curbside waste disposal services to any unit within the Plan. Waste pickup will be available at the Township Road in a designated garbage collection facility.

11. The Owner acknowledges and agrees that any development or redevelopment is subject to land use planning controls, Conservation Authority approval, and Ontario Building Code permits and approvals, intended to, among other things, conserve shorelines, wetlands and woodland areas in their natural state.

12. The Owner acknowledges and agrees that every owner of a Unit shall be responsible for operation and maintenance of their water system in accordance with all applicable laws.

13. It is the responsibility of the Owner and each subsequent owner of a Unit within the Plan of Condominium to make whatever arrangements with Hydro One and such other utility provider as are necessary for the installation of hydro-electric, telephone and other utility services for the Unit.

14. The Owner shall confirm that sufficient wire-line communication/ telecommunication service to the proposed development exists. In the event that such infrastructure is not available, the Owner is hereby advised that the Owner may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Owner is required to demonstrate to the Municipality that sufficient alternative communication/ telecommunication facilities are available within the proposed development, such facilities must be sufficient to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e. 911 Emergency Services).

15. The Owner shall endeavour to maintain all existing grades along the edge of the boundary of the Plan.

16. The Owner hereby agrees to indemnify and save harmless the Municipality against all actions, causes of action, suits, claims, demands and costs whatsoever arising by reason of any matter under this Agreement, including without limitation any actions, causes of action, suits, claims, demands or costs directly or indirectly related to the construction,

use, operation or maintenance of the roads within the Plan, including the inability to operate an emergency vehicle properly or safely in order to access or exit any given unit due in whole or in part to the condition of the roads or driveways within the Plan at the time.

17. The Owner shall agree in writing to satisfy all requirements, financial and otherwise of the Municipality concerning the provision of private lanes and upgrading of roads, installation of services and drainage, in accordance with the Municipality's standards and procedures.

18. The locations of proposed dwellings and septic locations on Units 7 and 15 shall be evaluated by a qualified environmental consultant and an addendum to the Environmental Impact Statement and terrain analysis reports shall be prepared to confirm the locations and any conditions necessary for construction.

19. The boundaries of the common element open space shall ensure that a 5m buffer between any Units and the wetland boundary within the common element open space is established, to the satisfaction of the Municipality.

20. Private roads included in the Plan identified as Blocks 16 and 17 shall be constructed to the Municipality's standards for new private lanes and final approval of the constructed roads shall be obtained by the Owner from the Municipality's Public Works Manager. Private roads must be completed prior to registration of the condominium agreement.

21. Private roads included in the Plan identified as Blocks 16 and 17 shall be located a minimum of 30 metres from the nearest point of any wetland or waterbody.

22. All driveway construction for each Unit shall require Site Plan Approval. All driveways shall be located a minimum of 30m from any waterbody and shall be designed by a qualified Engineer to ensure mitigative measures are applied to direct stormwater runoff and reduce erosion. The Driveway shall be constructed to the satisfaction of the Municipality.

23. The Owner agrees to provide to the Municipality a certified cheque in the amount of seventy thousand dollars ($70,000.00) to satisfy its obligations to undertake improvements to North Shore Road.

24. Private roads identified as Blocks 16 and 17 to be created as "Common Elements", including the "Existing Roadway Easement over Private Lands", shall be named to the satisfaction of the Municipality.

25. The Owner agrees to survey the wetland boundary of Unit 14 prior to construction of any driveway within the Unit. The driveway shall be located a minimum of 30 metres from the boundary of the surveyed wetland and said location shall be confirmed by an Ontario Land Surveyor. The driveway shall be constructed by the Owner as a condition of sale of the Unit. This condition shall be included in the agreement of purchase and sale for Unit 14.

26. The Owner acknowledges the letter dated September 3, 2014 from KFL&A Public Health to the County of Frontenac and agrees that the recommendations contained therein shall be implemented.

27. Subject to Condition 38(xi) the Owner agrees that any dock that is placed at Unit 2 shall be located on the western shore of Unit 2 so that the dock is not located along Long Bay, but is on the open water of Loughborough Lake. Only one (1) dock shall be permitted to service Unit 2, and all other existing docks shall be removed as a condition of Site Plan Approval for Unit 2.

28. Subject to Condition 38(xi), the Owner agrees that only one (1) dock shall be permitted to service Unit 1, and all other existing docks shall be removed as a condition of Site Plan approval for Unit 1.

29. In recognition that access to the open water of Long Bay from proposed Unit 6 is by way of an island within a wetland, the Owner agrees that a walking bridge will be installed under the supervision of the Conservation Authority and the Municipality to provide this access to Long Bay. Such walking bridge must be installed to the satisfaction of the Conservation Authority and the Municipality prior to registration of the Description and this Agreement.

30. The Owner agrees that Block 18, Common Element Open Space, shall be governed by the Declaration and the Condominium Rules to, at a minimum and without limitation, prohibit the removal of any vegetation within this area and to prohibit the creation of walkways and structures. Use of the Common Element Open Space shall be restricted to passive recreational uses and all motorized vehicles shall be prohibited. For the purposes of this section, "passive recreational uses" shall not include trails, hunting, motor boating, or use of any motorized vehicle. An overlook/viewing area shall be permitted in this Block; such overlook to be located adjacent to the private road and to be subject to Site Plan Approval.

31. The Municipality shall require payment of cash-in-lieu of parkland in the amount of eighty four thousand, two hundred and fifty dollars ($84,250.00). The payment of cash in lieu shall be completed to the satisfaction of the Municipality prior to registration of this Agreement.

32. The Owner agrees to implement the following mitigation measures with respect to utilities and on-site works:

    i. The private road shall be posted with a 30 km/h speed limit sign placed to the satisfaction of the Municipality;

    ii. A turtle crossing and education sign developed to the satisfaction of the Municipality shall be installed on the private road near the southern end of Unit 13;

    iii. The private road shall be maintained as a gravel surface only; for clarity, no future hard surface paving shall be permitted without additional environmental impact analysis and approval of the Municipality;

    iv. A Unit owner education program and environmental sensitivity Information Package shall be developed and shall be provided to every owner of a Unit and a copy of the Information Package shall be attached as a schedule to all agreements of purchase and sale for any Unit; and

    v. A permanent exclusion fence shall be constructed on both sides of the private road along the frontage of Units 6 and 8, to the satisfaction of the Municipality, and subject to any necessary approvals from the Conservation Authority.

33. Speed limit signs shall be erected at the water at the entrance to Long Bay advising that all watercraft shall adhere to a maximum 10 km/h speed limit.

34. The Owner acknowledges that the development of all Units shall be subject to Site Plan Control Approval.

(a) Site Plan Control applications shall be circulated to the Conservation Authority for review and comment prior to Municipality approval. Prior to applying for any building permit for any Unit, the Owner shall obtain site plan approval for the entire site (Master Site Plan). The Master Site Plan for the entire site shall identify generally the following features and shall assign the total area of disturbance for each Unit and the Common Elements consistent with the area of disturbance permitted by Permit PT-C-001-16. The master site plan shall incorporate all recommendations from the approved studies incorporated by reference into this Condominium Agreement. Without limiting the generality of the foregoing, the master site plan shall include the following:

(i) An approved Site Plan showing the approximate location of all structures, including the septic disposal system and well, consistent with the recommendations of the Environmental Impact Statement, including without limitation the footprint of proposed structures and the relationship of that footprint to the maximum disturbed area contained in the Benefit Permit PT-C-001-16 and confirmation that each building envelope for each Unit shall not exceed 6400 sq ft (595 sq m);

ii) An approximate location for the alternate septic disposal system;

iii) The approximate location and width of any walkway to the water, where such walkway is permitted;

iv) The approximate location of any dock, where a dock is permitted;

v) The location of any driveway and conformation it is located a minimum of 30m from any wetland;

vi) the location of the Butternut tree on Unit 8 and the required 25m setback from the tree;

vii) The location of the private road and conformation it is located a minimum of 30m from any wetland;

viii) Compliance with Conditions 12A (i, ii, iii and v) in the Draft Plan Conditions to illustrate the signage and fencing provisions, including any signage required by the Environmental Benefit Permit PT-C-001-16;

ix) the location of all common element blocks and common facilities including location of Canada Post mail box & garbage/recycling containers, and street lights;

x) Comment Element Open Space blocks identifying that only passive recreational uses shall be permitted and prohibiting removal of vegetation. This should include any overlook/viewing area located adjacent to the private road; and

xi) Provisions to ensure that all living trees on each unit greater than 4 inches in diameter at breast height shall be maintained unless approved for removal as part of a site plan control application for a specific unit.

(b) The owner of any Unit shall obtain Site Plan Control Approval and enter into a Site Plan Control agreement with the Municipality for their specific Unit in advance of obtaining any building permit, which agreement shall include, but not be limited to, the following.

i) An approved Site Plan showing the location of all structures, including the septic disposal system and well, consistent with the recommendations of the Environmental Impact Statement and the approved Master Site Plan;

ii) A location for the alternate septic disposal system location, which location shall not be developed;

iii) The location of any walkway to the water, where such walkway is permitted

iv) The location and size of any dock, where a dock is permitted;

v) The location and material of any driveway;

vi) Confirmation that all living trees on each Unit greater than 4 inches in diameter at breast height shall be maintained unless approved for removal as part of the Unit specific site plan review; and

vii) Confirmation that the total area of disturbance for all structures, driveways and pathways conforms with Permit PT-C-001-16, including all development existing and proposed within Unit specific site plan.

35. The Owner shall comply with all conditions of Permit PT-C-001-16 issued to 1324789 Ontario Inc. under Clause 17(2)(c) of the *Endangered Species Act*, 2007 and dated October 28, 2018. Permit PT-C-001-16 is hereby incorporated by reference into this Agreement and the version of the permit on file with the Ministry of Environment Conservation and Parks shall govern in the event of any dispute.

36. The Owner agrees that access to Units 1, 2, 3, 4, 5 and 14 shall be obtained over the abutting portion of the existing lane that is located on adjacent private lands. This access shall be formalized by easement and contained within a joint use and maintenance agreement between the Owner and the owners of the adjacent lots acknowledging that the existing residential lots' access over the lane will be maintained back to North Shore Road. The joint use and maintenance agreement for access shall be registered on title between the Condominium Corporation and the owners of the adjacent properties. The joint use and maintenance agreement shall be to the satisfaction of the Municipality and shall be established prior to the registration of the Plan.

37. The Owner acknowledges and agrees that until such time as the North Shore Road is reconstructed by the Municipality, the Owner shall not be obligated to construct garbage receptacles or a Community Mail Box. Notwithstanding the foregoing, where the first occupancy certificate is issued by the Municipality for any of the Units in the Plan, the Owner shall construct an interim garbage receptacle and Community Mail Box within thirty (30) days of issuance of the occupancy certificate, all to the satisfaction of the Municipality. The location of the garbage receptacle and Community Mail Box shall generally be at the intersection of the North Shore Road and Hinterland Lane, to be confirmed with the Municipality prior to construction. The Owner further agrees to construct a permanent garbage receptacle and Community Mail Box within 30 days of receiving notice from the Municipality that the reconstruction of the North Shore Road is complete. All construction shall be at a location and to a standard satisfactory to the Municipality in its sole discretion and shall include street lighting to the satisfaction of the Municipality.

38. The Owner shall include in the Declaration the following provisions which shall, without limiting the generality of the foregoing, also form part of this Agreement, binding on the Owner:

i. all access roads and driveways shall be set back a minimum of 30 m from all wetlands and water bodies;

ii. silt barriers between all construction areas and wetlands or other water bodies shall be installed and maintained throughout the construction process until all disturbed areas have been revegetated;

iii. all building envelopes and septic beds shall be located at the top of slope, complying with the setback distances established in Attachment C to the Conditions of Draft Approval;

iv. subject only to condition 38 (v), (vii), all living trees greater than 4 inches

diameter at breast height within 40 m of any water body shall not be removed, with the exception of trees knocked over naturally;

v. subject only to condition 38 (vii), all living vegetation, with the exception of invasive species, shall be retained and maintained in their natural state within 30 m of all water bodies;

vi. An Ecological Committee shall be appointed by the Condominium Board of Directors, from among the Owners of the Units and/or the Condominium Board Members whose mandate shall be to promote environmental stewardship initiatives on Johnston Point and to report to the Condominium Board with respect to such initiatives and with respect to any environmental concerns;

vii. Notwithstanding sub-paragraphs 38 (iv) and (v) above, the owner of a Unit, with the exception of Units 7, 9, 12, 13 and 15, may construct a walkway to the water provided that the walkway is no wider than 1.5m and provided that the walkway is constructed in the locations set out in the drawing attached to the Conditions of Draft Approval as Attachment A. Any deviation from these prescribed locations may only be considered if in consultation with a qualified environmental professional to the satisfaction of the Municipality and the Conservation Authority;

viii. The Owner shall construct the walkways to the water as a condition of sale of the Units where a walkway is permitted. This condition shall be included in the agreement of purchase and sale for all Units where a walkway is permitted;

ix. The existing Butternut tree at Unit 8 shall be retained and no development shall be permitted within 25 m of the tree;

x. Signage shall be installed at the PSW boundary to ensure residents do not alter, fill or negatively impact the PSW, which signage shall be worded to the satisfaction of the Municipality and the Conservation Authority;

xi. Docks may only be constructed on units 1, 2, 3, 4, 5, 6 (Unit 6 is subject to obtaining access in accordance with these conditions), 8, 10, 11 and 14 provided that the following restrictions are complied with:

1. docks may only be constructed at the general locations identified on Attachment A to the Conditions of Draft Approval;

2. The joint use docks may only be constructed in accordance with all applicable approvals issued by the Conservation Authority and/or the Ministry of Natural Resources and Forestry;

3. docks must be floating or pole docks;

4. no aquatic vegetation shall be removed during construction, use or maintenance of any dock;

5. the surface area of any dock located in Long Bay shall not exceed 15 m^2 and its length shall not exceed 8 m;

6. subject to 38 (xii), the surface area of any dock not located in Long Bay may not exceed 20 m^2 and its length shall not exceed 8 m;

7. the Owner shall work with any purchaser of any Unit to determine their preference and docking needs and shall facilitate the installation and permitting of all docks as a condition of sale of the Units where a dock is permitted. As per condition 38 (xi) 2, dock location and construction shall only occur following Conservation Authority and/or MNRF permit issuance. This condition shall be included in the agreement of purchase and sale for all Units where a dock is permitted.

xii. Joint use docks may be constructed on Unit 10 to provide shared docking for the owners of Units 7, 9, 12, 13 and 15, subject to the following restrictions:

1. The Owner's qualified environmental professional, in cooperation with the Conservation Authority, will identify a low/no impact 1.5 metre walkway to the joint use docking facility through the vegetated buffer on Unit 10 generally in the location identified on Attachment A to the Conditions of Draft Approval to the water's edge. The walkway shall be constructed a minimum of 3m from the adjacent wetland boundary and be delineated by a page wire fence. The Owner shall construct the joint use docks as a condition of sale of the first Unit that is permitted to use the joint use docks. This condition shall be included in the agreement of purchase and sale for all Units that are permitted to use the joint use dock;

2. The owners of Units 7, 9, 12, 13 and 15 shall have the benefit of a legal right of way over that part of Unit 10 where the walkway is constructed in accordance with this condition;

3. The joint use docks may only be constructed in accordance with conditions of approval issued by the applicable approval provider;

4. The joint use docks must be floating, cantilever, or pole docks;

5. No aquatic vegetation shall be removed during construction, use or maintenance of any dock;

6. The owners of Units 7, 9, 12, 13 and 15 will have exclusive use of the 0.31 ha common element small island located south of and between units 8 & 9;

7. Development on this common element small island will comply with Condition 38(v). The old corduroy road/path to the island shall be removed in accordance with the recommendations of a qualified environmental professional. The location of the dock shall be limited to the east side of the island. Permanent exclusionary fencing and signage shall be installed limiting access to the west side of the island. Signage will explain why no access to the west side of the island is permitted. Any deviation from these prescribed locations on Attachment A to the Conditions of Draft Approval may only be considered if in consultation with a qualified environmental professional to the satisfaction of the Township;

8. The owners of Units 7, 9, 12, 13 and 15 will be permitted additional shared docking on this common element small island. All joint use docking on the island shall conform to the requirements of this condition (xii);

9. The joint use docks shall be constructed so that they do not interfere with navigation and shall conform with the applicable zoning for docks.

xii. The Owner shall comply with Permit PT-C-001-16 issued to 1324789 Ontario Inc. under Clause 17(2)(c) of the Endangered Species Act, 2007 and dated October 28, 2018.

xiii. The Owner shall ensure, in undertaking development and/or construction within a Unit, that all persons engaged in such work are provided with a copy of the Declaration and a copy Of Permit PT-C-001-16 and that such contractors, agents or employees of the Unit owner are contractually bound to comply with these provisions and all requirements of the Declaration of the corporation governing the same.

CONDITIONS TO APPROVAL

The conditions of approval for the draft plan of condominium are as follows:

1. **Approved Draft Plan:**

   That this conditional approval applies to the Draft Plan of Vacant Land Condominium, dated February 26, 2016, last revised March 31, 2016, prepared by FOTENN Consultants Inc. and certified by Ronald Clancy, Ontario Land Surveyor comprising a total of 15 Residential Units and 4 blocks subject to the following:

   I. The locations of proposed dwellings and septic locations on Unit 7 and 15 shall be evaluated by a qualified environmental consultant and an addendum to the EIS prepared to confirm the locations and any conditions necessary for construction.

   II. The boundaries of the common element open space shall ensure that a 5m buffer between any units and the wetland boundary within the common element open space is established, consistent with the drawing attached as Attachment "A".

2. **Condominium Agreement:**
   - **A.** That the owners of the subject land enter into a vacant land condominium agreement with the municipality, prepared to the satisfaction of the municipality, to be registered on title of the subject land.
   - **B.** That the Vacant Land Condominium Agreement include a clause stating that 911 civic addressing and locations of all entrances to the units, including the construction and locations of any entrance culverts, shall be shown on a plan prepared to the Townships satisfaction prior to any development of the property.

3. **Financial Requirements:**
   - **A.** That the owner agree in writing to satisfy all the requirements, financial and otherwise of the municipality concerning the provision of private lanes and upgrading of roads, installation of services and drainage, in accordance with the municipality's standards and procedures.
   - **B.** That the Owner shall reimburse the Township of South Frontenac and County of Frontenac for all legal, engineering, planning, administrative expenses and permit fees including the cost of any peer review that the Township of South Frontenac or County of Frontenac may require in relation to the condominium.

4. **Access**
   - **A.** That the private roads included in this draft plan identified as 'Blocks 16 and 17 shall be constructed to Township standards for new private lanes. Final approval of the constructed road will be required by the Township Public Works Manager.
   - **B.** That the private roads included in this draft plan identified as 'Blocks 16 and 17 shall be located a minimum of 30 metres from the nearest point of any wetland or waterbody.
   - **C.** All driveway construction for each Unit shall require Site Plan approval. All driveways shall require engineering design by a qualified Engineer to ensure mitigative measures are applied to direct stormwater runoff and reduce erosion. Following construction, inspection and approval of the Township Public Works Manager shall be required.

D. That traffic counts be undertaken at North Shore Road and that the entrance location at the road be constructed to a standard acceptable to the Township, particularly in regards to safe sight lines and any requirements of the municipality related to traffic counts.

E. That the private roads identified as 'Blocks 16 and 17 to be created as 'Common Element', including the "Existing Roadway Easement Over Private Lands", be named to the satisfaction of the municipality.

F. That a 0.3 metre reserve be identified by survey along the road allowance of North Shore Road where it abuts proposed Unit 12, which 0.3 metre reserve shall be conveyed to and held in trust by the municipality for the purpose of denying additional access onto North Shore Road.

G. That legal access to proposed Units 1, 2, 3, 4, 5 and 14 be obtained over the abutting portion of the existing lane that is on other private lands, and that the vacant land condominium agreement contain wording to permit this access. This wording must also acknowledge that the existing residential lots' access over the lane will be maintained all the way back to the public road.

5. Environment and Natural Heritage

A. That the vacant land condominium agreement contains wording applying to all of the proposed units setting out the municipality's limited service policies to recognize that there is no commitment or requirement by the municipality to assume responsibility for ownership or maintenance of the private lane within the plan. In addition, the vacant land condominium agreement applying to all the waterfront units shall set out the municipality's environmental protection policies requiring that the area within 30 metres of the highwater mark of a waterbody or wetland shall be maintained in a natural state for soil and vegetation. This 30 metre environmental protection area is identified as Attachment "B"**.**

B. That the wetland area within the boundary of proposed Unit 14 be surveyed by the Owner prior to construction of any driveway within the Unit. The driveway shall be surveyed prior to construction to ensure that the driveway is constructed a minimum of 30m from the boundary of the surveyed wetland. The driveway shall be constructed by the Owner as a condition of sale of the Unit. This condition shall be included in the condominium agreement with the Township and the agreement of purchase and sale for Unit 14.

C. That all conditions outlined in the letter dated November 12, 2014 from the Cataraqui Region Conservation Authority to the County of Frontenac, be included in the vacant land condominium Agreement with the Township, including that all driveways be placed a minimum of 30 metres from any waterbody and that all recommendations of the stormwater management plan be implemented.

D. The owner shall confirm that MNRF have been consulted on all species at risk issues and that the Declaration and the Vacant Land Condominium Agreement shall incorporate all recommendations from the MNRF included in any Benefit Permit, if issued, related to Gray Rat Snakes and Blandings Turtles or any other species at risk identified.

E. That the Owner shall complete Whip Poor Will surveys to determine if they are present at the site and submit this information to the MNRF.

6. Declaration, Easements and Joint Use Agreement

That the Declaration contain, at a minimum, clauses addressing the following to the satisfaction of the municipality, which clauses shall also form part of the Vacant Land Condominium Agreement:

i. all access roads and driveways shall be set back a minimum of 30 m from all wetlands and water bodies;

ii. silt barriers between all construction areas and wetlands or other water bodies shall be installed and maintained throughout the construction process until all disturbed areas have been revegetated;

iii. all building envelopes and septic beds shall be located at the top of slope, complying with the setback distances established in Attachment “C” to these Draft Plan Conditions;
iv. subject only to condition 6 (v), (vii), all living trees greater than 4 inches diameter at breast height within 40 m of any water body shall not be removed, with the exception of trees knocked over naturally;
v. subject only to condition 6 and (vii), all vegetation, with the exception of invasive species, shall be retained and maintained in their natural state within 30 m of all water bodies;
vi. An Ecological Committee shall be set up as part of the Condominium Board whose mandate would be to promote environmental stewardship initiatives on Johnston Point.
vii. Notwithstanding sub-paragraphs 6(iv) and (v) above, the owner of a Unit, with the exception of Units 7, 9, 12, 13 and 15, may construct a walkway to the water provided that the walkway is no wider than 1.5m and provided that the walkway is constructed in the locations set out in the drawing attached to these Conditions of Draft Approval as Attachment ‘A’. Any deviation from these prescribed locations may only be considered if in consultation with a qualified environmental professional to the satisfaction of the Township**;**
viii. The Owner shall construct the walkways to the water as a condition of sale of the Units where a walkway is permitted. This condition shall be included in the condominium agreement with the Township and the agreement of purchase and sale for all Units where a walkway is permitted;
ix. The existing Butternut tree at Unit 8 shall be retained and no development shall be permitted within 25 m of the tree;
x. Signage shall be installed at the PSW boundary to ensure residents do not alter, fill or negatively impact the PSW, which signage shall be worded to the satisfaction of the municipality and the CRCA;
xi. Docks may only be constructed on units 1, 2, 3, 4, 5, 6 (Unit 6 is subject to obtaining access in accordance with these conditions), 8, 10, 11 and 14 provided that the following restrictions are complied with:
    1. docks may only be constructed at the general locations identified on Attachment “A” to these Conditions of Draft Plan Approval;
    2. The joint use docks may only be constructed in accordance with all applicable approvals issued by the Cataraqui Region Conservation Authority and/or the Ministry of Natural Resources and Forestry;
    3. docks must be floating or pole docks;
    4. no aquatic vegetation shall be removed during construction, use or maintenance of any dock;
    5. the surface area of any dock located in Long Bay shall not exceed 15 m² and its length shall not exceed 8 m;
    6. subject to 6(xii), the surface area of any dock not located in Long Bay may not exceed 20 m² and its length shall not exceed 8 m;
    7. the Owner shall work with any purchaser of any Unit to determine their preference and docking needs and shall construct all docks as a condition of sale of the Units where a dock is permitted. As per condition 6 xi.(2), dock location and construction shall only occur following CRCA and/or MNRF permit issuance. This condition shall be included in the condominium agreement with the Township and the agreement of purchase and sale for all Units where a dock is permitted.
xii. Joint use docks may be constructed on Unit 10 to provide shared docking for the owners of Units 7, 9, 12, 13 and 15, subject to the following restrictions:
    1. The Owner’s qualified environmental professional, in cooperation with the Cataraqui Region Conservation Authority, will identify a low/no impact 1.5 metre walkway to the joint use docking facility through the vegetated buffer on lot 10 generally in the location identified on Attachment “A” to the water’s edge. The walkway shall be constructed a minimum of 3m from the adjacent wetland

boundary and be delineated by a page wire fence. The Owner shall construct the joint use docks as a condition of sale of the first Unit that is permitted to use the joint use docks. This condition shall be included in the condominium agreement with the Township and the agreement of purchase and sale for all Units that are permitted to use the joint use dock;

2. The joint use docks may only be constructed in accordance with an approval provider;
3. The joint use docks must be floating, cantilever, or pole docks;
4. No aquatic vegetation shall be removed during construction, use or maintenance of any dock;
5. The owners of Units 7, 9, 12, 13 and 15 will have exclusive use of the 0.31 ha small island located south of and between units 8 & 9 , and held in ownership by the Condominium Corporation;
6. Development on this small island will comply with Clause 6(v). The old corduroy road/path to the island shall be removed in accordance with the recommendations of a qualified environmental professional. The location of the dock shall be limited to the east side of the island. Permanent exclusionary fencing and signage shall be installed limiting access to the west side of the island. Signage will explain why no access to the west side of the island is permitted. Any deviation from these prescribed locations on Attachment 'A' may only be considered if in consultation with a qualified environmental professional to the satisfaction of the Township;
7. The owners of Units 7, 9, 12, 13 and 15 will be permitted additional shared docking on this small island. All joint use docking on the island shall conform to the requirements of this condition;
8. The joint use docks shall be constructed so that they do not interfere with navigation and shall conform with the applicable zoning for docks.

B. The Common Element Open Space shall be governed by Condominium Rules to, at a minimum and without limitation, prohibit the removal of any vegetation within this area and to prohibit the creation of walkways and structures. Use of the Common Element Open Space shall be restricted to "passive recreational uses" as defined in Condition 9A.

7. On-Site Sewage Disposal and Water Systems:

A. That the recommendations outlined in the letter dated September 3, 2014 from KFL&A Public Health to the County of Frontenac, be addressed to the satisfaction of the municipality.

8. Dock and Deck Access

A. Subject to Condition 6(xi),that any dock that is placed at Unit 2 shall be located on the western shore of Unit 2 so that the dock is not located in Long Bay, but is on the open water of Loughborough Lake. Only one (1) dock shall be permitted to service Unit 2, all other existing docks shall be removed as a condition of site plan approval for the Unit.

B. Subject to Condition 6(xi), only one (1) dock shall be permitted to service Unit 1, all other existing docks shall be removed as a condition of site plan approval for the Unit.

C. That, in recognition that access to the open water of Long Bay from proposed Unit 6 is by way of an island within a wetland, a walking bridge be installed under the supervision of the Cataraqui Region Conservation Authority to provide this access to Long Bay. Such walking bridge must be installed to the satisfaction of the CRCA and the Township prior to registration of the Description and vacant land condominium Agreement.

9. **Parkland Dedication:**
   - **A.** That Block 18, Common Element Parkland, be renamed a Common Element Open Space. The Common Element Open Space shall be governed by Condominium Rules to, at a minimum and without limitation, prohibit the removal of any vegetation within this area and to prohibit the creation of walkways and structures. Use of the Common Element Open Space shall be restricted to passive recreational uses and all motorized vehicles shall be prohibited. For the purposes of this section, "passive recreational uses" shall not include trails, hunting, motor boating, or use of any motorized vehicle. An overlook/viewing area shall be permitted in this Block; such overlook to be located adjacent to the private road and be subject to Site Plan Approval.
   - **B.** That the owner convey up to five percent of the land included in the plan to the municipality for public park purposes. Alternatively, the municipality may require cash-in-lieu for all or a portion of the conveyance.

10. **Stormwater**
   - **A.** That the recommendations contained in the 'Stormwater Management Brief for the Johnston Point Condominium Development', undated, by Asterisk Engineering Corporation and associated drawings related to site drainage design, construction and maintenance, including construction of ditches and culverts, be included in the Vacant Land Condominium Agreement and that they be complied with to the satisfaction of the municipality.
   - **B.** That all requirements and recommendations specified in the 'Hydrogeological Assessment at Johnston's Point' report, dated June 2014 from WESA, and all associated drawings be included in the Vacant Land Condominium Agreement and that they be complied with to the satisfaction of the municipality.

Human Remains:

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

11. **Archaeological Resources:**
   - **A.** That all recommendations of the Archaeological Assessment (Stage 1-4) Report by Abacus Archaeological Services be implemented to the satisfaction of the Township.
   - **B.** That the applicant provide clearance letters for the Stage 1-4 Archaeological Assessments from the Ministry of Tourism, Culture, and Sport.
   - **C.** That if during the process of development any archaeological resources or human remains of Aboriginal interest are encountered, the Algonquins of Ontario Consultation Office will be contacted immediately at:

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

12. **Utilities and On-Site Works**
   - **A.** The following mitigation measures shall be implemented:

i. The private road shall be posted with a 30 km/h speed limit placed to the satisfaction of the municipality;
ii. a turtle crossing and education sign developed to the satisfaction of the municipality shall be installed on the private road near the southern end of lot 13;
iii. the private road shall be maintained as a gravel surface only; for clarity, no future hard surface paving shall be permitted without additional environmental impact analysis;
iv. a land owner education program and environmental sensitivity information package shall be developed and provided to every owner of a Unit and the clause shall be included in all agreements of purchase and sale for any unit enclosing the education information package; and
v. a permanent exclusion fence shall be constructed on both sides of the private road along the frontage of lots 6 and 8, to the satisfaction of the municipality.

B. That, prior to final approval, the portion of the unopened road allowance identified on the Plan through Units 12 and 13 and Block 17, be closed and the ownership transferred to the owner of the subject lands.

C. That, prior to final approval, a garbage collection facility be installed at the entrance to the development near North Shore Road to the satisfaction of the Township.

D. That, prior to final approval, any required Canada Post box be installed on the right-of-way for the lane near the entrance to the development at North Shore Road.

E. That, prior to final approval, street lighting shall be installed to the Township's satisfaction at the location for the Canada Post boxes and garbage collection area near North Shore Road.

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

G. Speed limit signs shall be erected at the water at the entrance to Long Bay advising that all watercraft shall adhere to a maximum 10 km/h speed limit

H. That, prior to final approval, the municipality be satisfied that all servicing issues are resolved such as private lane construction and any required upgrades to North Shore Road.

13. Site Plan Control

That the development of all Units shall be subject to site plan control approval. Site Plan Control applications shall be circulated to Cataraqui Region Conservation Authority for review and comment prior to Township approval. Prior to applying for any building permit the owner of any Unit shall obtain site plan control approval and enter into a site plan control agreement with the Township, which agreement shall include, but not be limited to, the following:

i. An approved site plan showing the location of all structures, including the septic disposal system and well, consistent with the recommendations of the EIS;
ii. A location for the alternate septic disposal system location, which location shall not be developed;
iii. The location of any walkway to the water, where such walkway is permitted;
iv. The location of any dock, where a dock is permitted;
v. The location of any driveway; and
vi. Notwithstanding condition 6 (iv), all living trees on each Unit greater than 4 inches diameter at breast height shall be maintained unless approved for removal as part of Site Plan review.

14. Revisions to Draft Plan:

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

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

15. General conditions:

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

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

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

16. Clearance Letters:

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

B. That Prior to Final Condominium Approval, the County is to be advised in writing by the Township of South Frontenac the method by which conditions 1 to 14 have been satisfied.

C. That Prior to Final Condominium Approval, the County is to be advised in writing by KFL&A Public Health the method by which condition 6A has been satisfied.

D. That Prior to Final Condominium Approval, the County is to be advised in writing by the Cataraqui Region Conservation Authority the method by which conditions 7 and 8 have been satisfied.

17. Lapsing Provisions:

A. That pursuant to Section 51(32) of the *Planning Act,* this Draft Plan Approval shall lapse at the expiration of three (3) years from the date of issuance of Draft Plan Approval if final approval has not been given, unless an extension is requested by the Owner and, subject to review, granted by the approval authority.

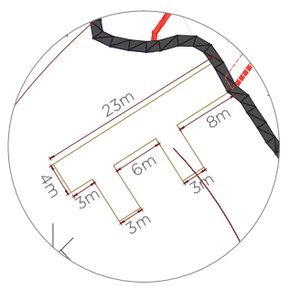
B. That pursuant to Section 51(33) of the *Planning Act*, the Owner may submit a request to the approval authority for an extension of the Draft Plan Approval. The extension period shall be for a maximum of three (3) years and must be submitted prior to the lapsing of Draft Plan Approval. Further extensions may be considered at the discretion of the Township and the County.

Attachment “A”
Conceptual Site Plan
Unit, Path and Dock Locations

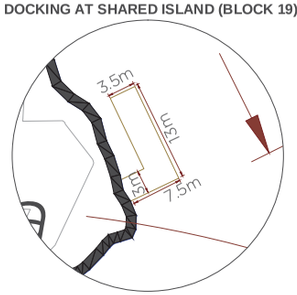
DRAFT PLAN OF VACANT LAND CONDOMINIUM
Part of LOTS 23 and 24
CONCESSIONS 6 and 7
Geographic Township of Loughborough
TOWNSHIP OF SOUTH FRONTENAC
County of Frontenac

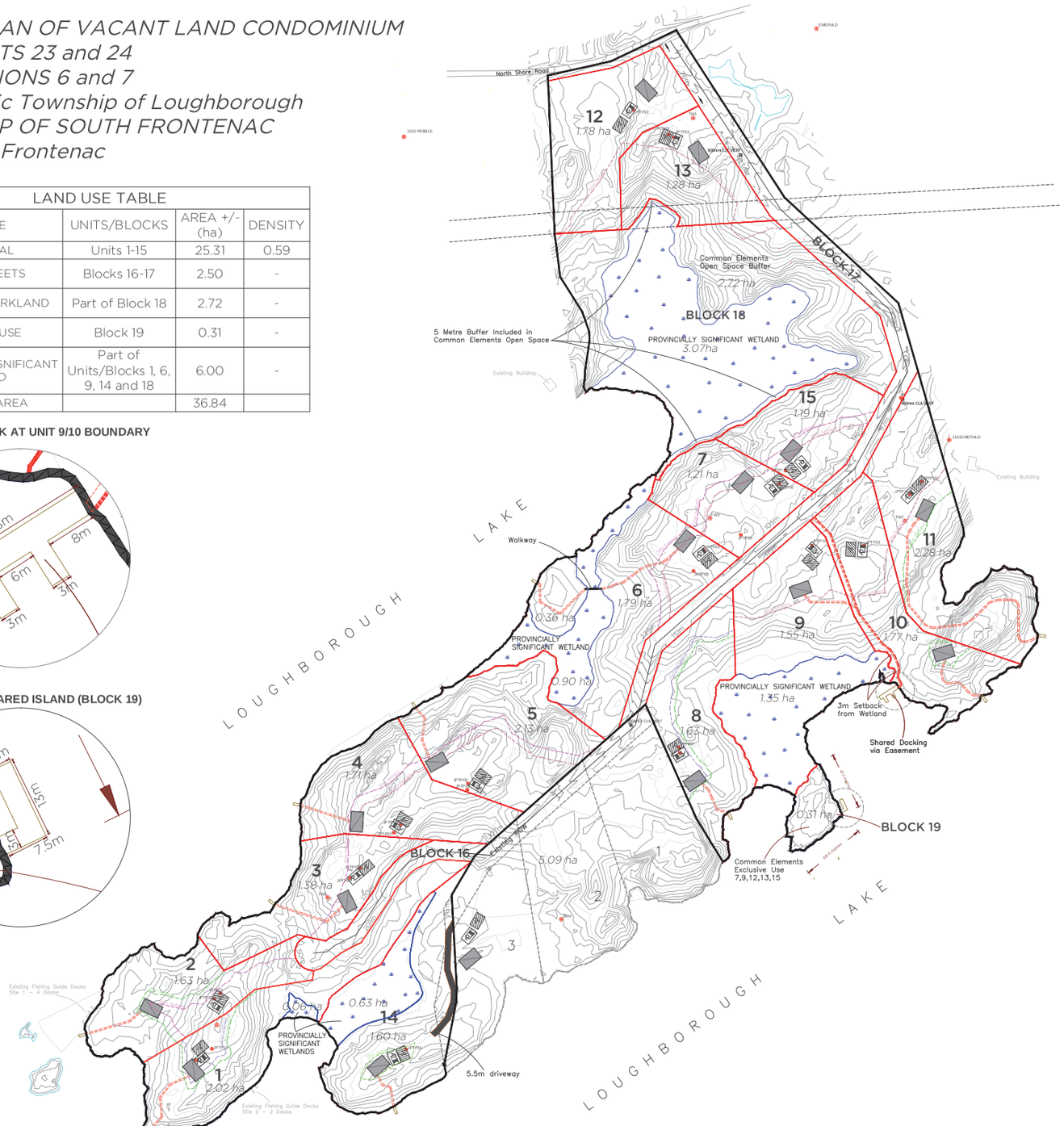
LAND USE TABLE			
LAND USE	UNITS/BLOCKS	AREA +/- (ha)	DENSITY
RESIDENTIAL	Units 1-15	25.31	0.59
ROADS/STREETS	Blocks 16-17	2.50	-
OPEN SPACE/PARKLAND	Part of Block 18	2.72	-
EXCLUSIVE USE	Block 19	0.31	-
PROVINCIALLY SIGNIFICANT WETLAND	Part of Units/Blocks 1, 6, 9, 14 and 18	6.00	-
TOTAL SITE AREA		36.84	

COMMUNAL DOCK AT UNIT 9/10 BOUNDARY



DOCKING AT SHARED ISLAND (BLOCK 19)





KEY PLAN

ADDITIONAL INFORMATION REQUIRED UNDER SECTION 51.17 (A-L) OF THE PLANNING ACT:

a) Shown on Draft Plan
b) Shown on Draft Plan
c) All adjacent lands owned, or in which the applicants have an interest are shown on the Key Plan
d) Residential: Single Dwelling Units
e) Residential: Rural / Single Dwelling Units
f) Shown on Draft Plan
g) Shown on Existing Conditions and Proposed Condominium Plan
h) Private Wells
i) Loam - shallow phase, loam, rock outcrop, shallow monteagle sandy loam, muck and peat
j) Shown on Draft Plan
k) Garbage collection, Telephone, Cable, Electricity
l) Restrictive Covenants, Utility Easements

OWNER'S CERTIFICATE

I, _____ HERBY AUTHORIZE _____
TO PREPARE AND SUBMIT THIS PLAN TO THE COUNTY OF FRONTENAC FOR REVIEW AND APPROVAL.

SIGNED:_____ DATE: _____

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:
PROPERTY PERIMETER IS BASED ON THE FOLLOWING UNDERLYING SURVEY: 13R-13844

DATE: JUNE 12, 2014 _____
O.L.S

No.	REVISION	DATE	BY
3	5m buffer, land use table	Mar 31 2016	YLD
2	Paths	Mar 23 2016	YLD
1	Docks	Mar 21 2016	YLD

CLIENT
MAGENTA WATERFRONT DEVELOPMENT LIMITED

PROJECT
JOHNSTON POINT PLAN OF CONDOMINIUM

DRAWING
CONCEPTUAL SITE PLAN

FOTENN PLANNING + DESIGN
108-6 Cataraqui Street Kingston ON K7K 1Z7
Tel: 613 542 5454 Fax: 613 730 1136
www.fotenn.com

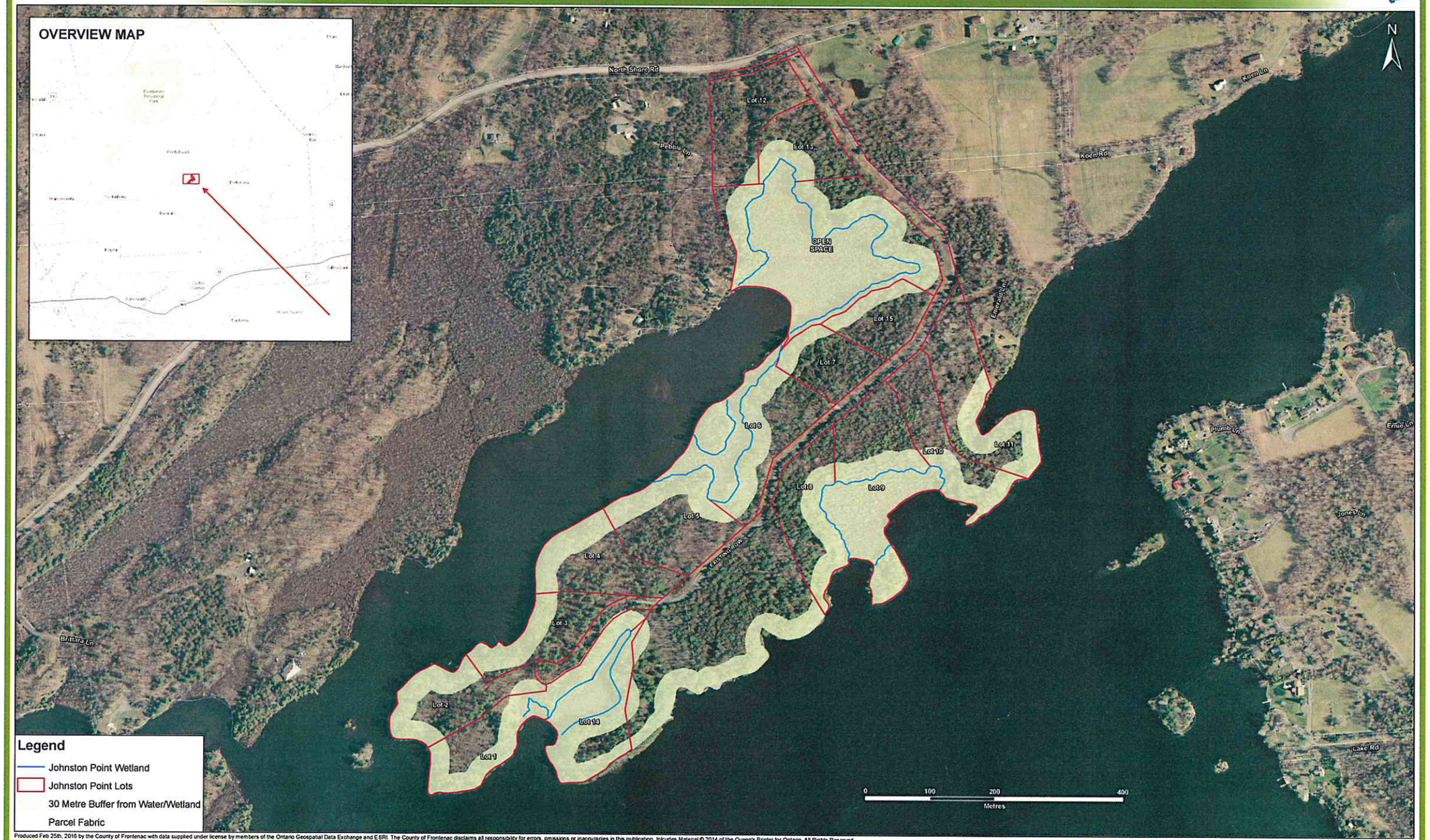
DRAWN BY	YL
REVIEWED BY	MK
DATE	2016.02.29
SCALE	1:1400

N

0 25 50 75 100 125m

Attachment “B”
30 Metre Environmental Protection Area

JOHNSTON POINT CONDOMINIUM



Produced Feb 25th, 2016 by the County of Frontenac with data supplied under license by members of the Ontario Geospatial Data Exchange and ESRI. The County of Frontenac disclaims all responsibility for errors, omissions or inaccuracies in this publication. Inlcudes Material © 2014 of the Queen's Printer for Ontario. All Rights Reserved.

Attachment “C”
Site Plan Matrix

Johnston Point Site Plan Matrix												
Unit No.	**waterfrontage long bay**	**waterfrontage main lake**	**individual dock permitted**	**maximum dock size**	**shared dock w/ easement on unit 10**	**shared 0.31 ha island**	**3 meter path to water**	**1.5 m bridge to island**	**building setback from wetland/lake**	**septic setback from wetland/lake**	**Site Plan Control**	**details in APS**
1	no	yes	yes	20m2	no	no	yes	no	40	45	yes	yes
2	yes	yes	yes	20m2	no	no	yes	no	40	50	yes	yes
3	yes	no	yes	15m2	no	no	yes	no	50	50	yes	yes
4	yes	no	yes	15m2	no	no	yes	no	50	60	yes	yes
5	yes	no	yes	15m2	no	no	yes	no	50	60	yes	yes
6	yes	no	yes	15m2	no	no	yes	yes	50	60	yes	yes
7	no	no	no	n/a	yes	yes	no	no	50	60	yes	yes
8	no	yes	yes	20m2	no	no	yes	no	40	45	yes	yes
9	no	no	no	n/a	yes	yes	no	no	60	60	yes	yes
10	no	yes	yes	20m2	no	no	yes	no	40	60	yes	yes
11	no	yes	yes	20m2	no	no	yes	no	40	60	yes	yes
12	no	no	no	n/a	yes	yes	no	no	60	60	yes	yes
13	no	no	no	n/a	yes	yes	no	no	60	60	yes	yes
14	no	yes	yes	20m2	no	no	yes	no	35	35	yes	yes
15	no	no	no	n/a	yes	yes	no	no	50	60	yes	yes

REPORT TO COUNCIL

FIRE DEPARTMENT

AGENDA DATE: October 6, 2020

SUBJECT: Open Air Burning Permit and By-law

RECOMMENDATION:

Council approve the implementation of a new open air burning permit program as outlined in the August 11, 2020 report and presentation to Council and subject to the terms included in the proposed By-law 2020-54 on this agenda.

BACKGROUND:

On August 11, 2020, SFFR staff presented a plan to Council to implement an open air burning permit process. Generally, Council expressed support for the purposed permit process and directed staff to report back with an amended by-law outlining important details of the permit process.

Highlights and benefits of the open air burn permit process as presented on August 11, 2020 include:

- Public Education related to the open air burning by-law
- Promote public acknowledgement of and compliance with the by-law
- Provide immediate ability to notify permit holders of open air burning restrictions (i.e. Level One or Total Fire Bans)
- Anticipated reduction in open air burning complaints and subsequent SFFR response and related costs
- Reduction in the frequency and severity of uncontrolled open air fires
- Ability for SFFR staff to have real time updates on locations of approved open air burning
- Ability for SFFR staff to change burning status due to unsafe conditions (i.e. high winds, dryness, MNRF index rating)

ANALYSIS/DISCUSSION:

In addition to the inclusion of Section 8 regarding open air burn permitting, the new Open Air Burning By-law includes the following significant updates:

- New defined terms: i.e. Evaporator, Flying/Floating Lantern, Outdoor Fireplace, Permit…etc.
- Two major categories of fires: Recreational Fires and Open Air Fires
- Updated Prohibitions and Safety Precautions
- Stronger definitions and penalties for burning garbage and non-approved items that negatively impact the environment
- Updated fee schedule and penalties for non-compliance

Sections of the new By-law that are new or represent significant amendments to the previous By-law have been highlighted.

<u>Permitting System</u>

Under the new burn permit program, anyone wishing to burn in the Township of South Frontenac will be required to obtain an annual permit. A permit will be valid for the remainder of the calendar year in which it is purchased. At the time of

REPORT TO COUNCIL

FIRE DEPARTMENT

application for the permit, property owners will be required to sign off that they will comply with the terms of the By-law.

Those that own multiple properties will pay one fee for their *first* permit. Subsequent permits for additional properties will be free for the duration of their valid permit.

Once a permit is obtained by a property owner, notification to the system only needs to occur for *Open Air Fires*. *Recreational Fires*, as defined in the By-law, will not require notification to the system. Notification is done either through the *Who's Responding* app or via telephone.

Municipal Comparisons

SFFR Staff inquired with nearby municipalities using this type of system to analyze and obtain data related to their operation.

Municipality	**# Permits Issued (3 year average)**	**Population**	**Permit Cost**
North Grenville	2700 per year	16,500	$15.00
Prince Edward County	5700 per year	24,700	$20.00

Discussions with counterpart fire service staff from these municipalities suggested that the permit system and process has been effective for educating the public about burning and fire safety, and has been embraced by residents as an effective and easy way to notify and be notified by the municipal fire department. They suggested resident feedback found the notification process to be easy for property owners and a great way to avoid frivolous complaints and avoid accidental non-compliance.

SFFR staff is proposing $15.00 for the cost of the annual South Frontenac Permit based on estimated permit sales and recovery of program costs.

As with any new process and program, uptake may be modest in the first year but is expected to increase year over year. Based on other fire departments experiences implementing similar programs, SFFR is setting a target of 1000 permits being sold in 2021. Success of the program will be based on year over year increase in volume of permits and reduction in incidents and complaints related to burning which will be reported to Council.

Once the system has been implemented and functioning for 3-4 years, it is anticipated that a plateau of 2500 annual permits will be issued (representing appx. ¼ of all households in the Township). Once that number is reached, cost of the annual permit will be assessed and may result in minor adjustments to the pricing.

STRATEGIC PLAN ALIGNMENT:

The amended open air burning By-law and permit process will result in increased public education, compliance with burning restrictions, and increased community safety. South Frontenac will be the first in Frontenac County to introduce and implement a permitting system. This aligns with the Township's:

REPORT TO COUNCIL

FIRE DEPARTMENT

Strategic Priority #1 "Position South Frontenac as a Regional Leader"

Strategic Priority #3 "Ensure the organizational capacity to deliver cost-effective services in a changing world"

Mission Statement

- "Managing our operations and assets in a financially sustainable manner"

Our Values

- Financial Sustainability "We are fiscally responsible and value the financial health of the Township"
- Progressive & Flexible "Think outside the box; be proactive, progressive, and flexible"
- Environmental Sustainability "We value our natural environment and consider it in everything that we do"

FINANCIAL/STAFFING IMPLICATIONS:

The program is designed to operate at full cost recovery and be revenue neutral.

Permit prices are proposed at $15.00/year, and are based on the estimated permit sales and cost of delivering the program which includes the cost of *Who's Responding* app fees and notification tickets, IT hardware (iPads), and some administrative costs.

Updated penalties bring the Open Air Burning By-law in-line with MTO and OAFC recommended rates for apparatus and firefighter incident response.

ATTACHMENTS:

1. Burn Permit Presentation from August 11, 2020
2. Current Open Air Burning By-law 2004-107 as amended by By-law 2012-68
3. Proposed Open Air Burning By-law 2020-54 with Highlighted Changes (under By-law section of agenda)

Submitted by:

Darcy W. Knott
Director of Fire and Emergency Services
Fire Chief / CEMC

Approved by:

Neil Carbone
Chief Administrative Officer

Open Air Burning Permits

Presentation to Council

To Explore Opportunities and Functionality of a Permit Process

Strategic Plan Action Item

- Priority #3 – Ensure the organizational capacity to deliver cost-effective services in a changing world
- 5e – Burn By-Law Updated re: new permitting system

Current Challenges

- Lack of process to notify the public of a Fire Ban restrictions in real time as changes are made
- Resident confusion about what the Fire Ban Levels mean
- Residents not familiar with the Open Air Burning ByLaw
- Limited means to educate the public regarding the ByLaw and Open Air Burning requirements

Current Challenges

- Cost of Fire Department Response to burning complaints
- High Cost of Open Air Burns that become uncontrolled
- Potential of significant fines for residents in non-compliance with the Open Air Burning ByLaw
- Firefighters and Senior Officers unaware of where opening air burning is occurring and what has been approved.

2020 Incidents – Jan - July

- SFFR responded to 54 incidents
- 11 Fireworks, 31 Open Air Burning Complaints, 13 Wildfires
- Average cost per response VFF wages – 12FF's @ $45 per call = $540 per incident
- Billy Green Road Wildfire – Crews responded for 6 days – Burnt approx 8 acres of forest
- 4 additional incidents resulted in over 4 acres of land burnt

2020 Incidents – Jan - July

- High demand and fatigue of firefighters responding to large wildfire incidents
- Increased use and maintenance of apparatus and equipment
- Need to replace damaged hose and equipment used during incidents

Common Factors

- Public unaware of restrictions in the ByLaw
- Public unaware of Fire Ban Status
- Public unaware of the hazards of open air burning and requirements to control open air fires

Opportunities for Compliance

- Update current 2012 Open Air Burning ByLaw to meet current needs and circumstances. i.e. include reference to permit process
- Implement a Permitting Process on January 1st, 2021. Campaign through media outlets starting during October Fire Prevention
- Educate through the permit process
- Mass notify through the permit process

SOUTH FRONTENAC FIRE & RESCUE BURN PERMITS

Apply for your online permit today.

Login to Your Account

Your E-mail *

Password *

Create Account

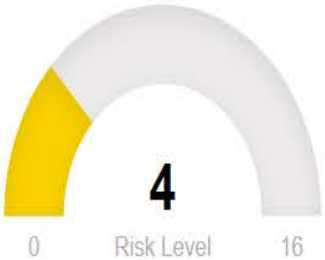
Login Now

Forgotten Password

DON'T FORGET TO CALL!

Telephone: (613) 704-0504

Moderate + VI is Good/Fair



BurnPermits.com was designed to:

1) Automate a typically paper-based system, in order to reduce the amount of unbillable time spent distributing permits

BurnPermits.com was designed to:

2) Aid in Fire Prevention through the increased flow of communication between the Fire Department and the Public.

Public Education is at the forefront of BurnPermits.com

Vital information is communicated to the public when:

- Applying for permits
- Registering their intent to burn
- The Risk Level is changed

Automated Call-In System or Online Registration

© 2018 Fluent Information Management Systems. All Rights Reserved.

An integral part of BurnPermits.com is the Automated Call-In System or Online Registration.

BurnPermits.com forces residents to call into the automated phone system before they burn or to register online. The reasoning is two-fold:

1) It ensures that residents are receiving the most up-to-date information regarding the Municipality's risk level.

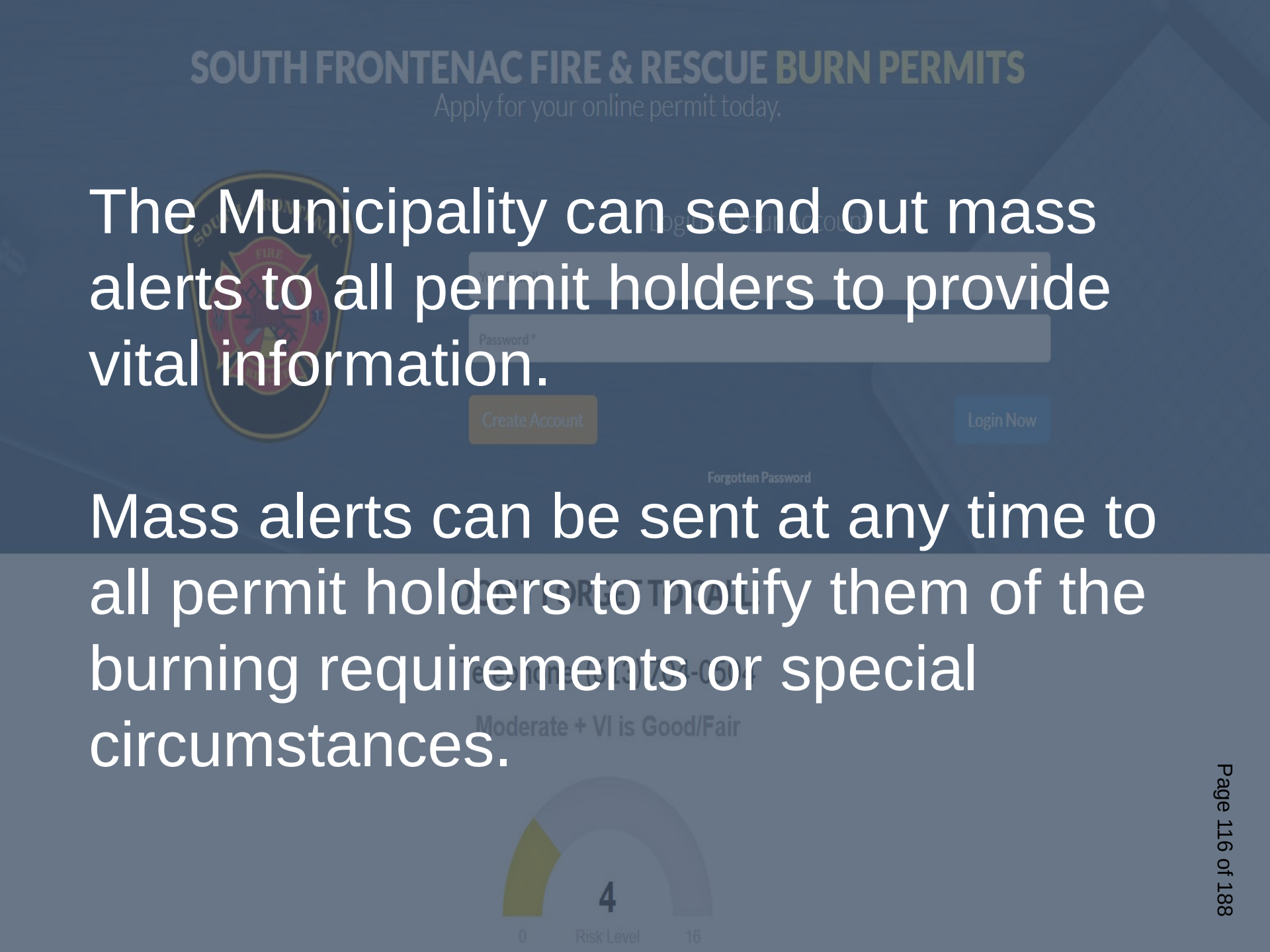
   a) Residents receive a clear message outlining what is expected of them during their burn.

2) Integration with Who's Responding

a) With every registered burn, an indicator will appear on a map, communicating to Fire Personnel that an active burn is taking place at a specific address.

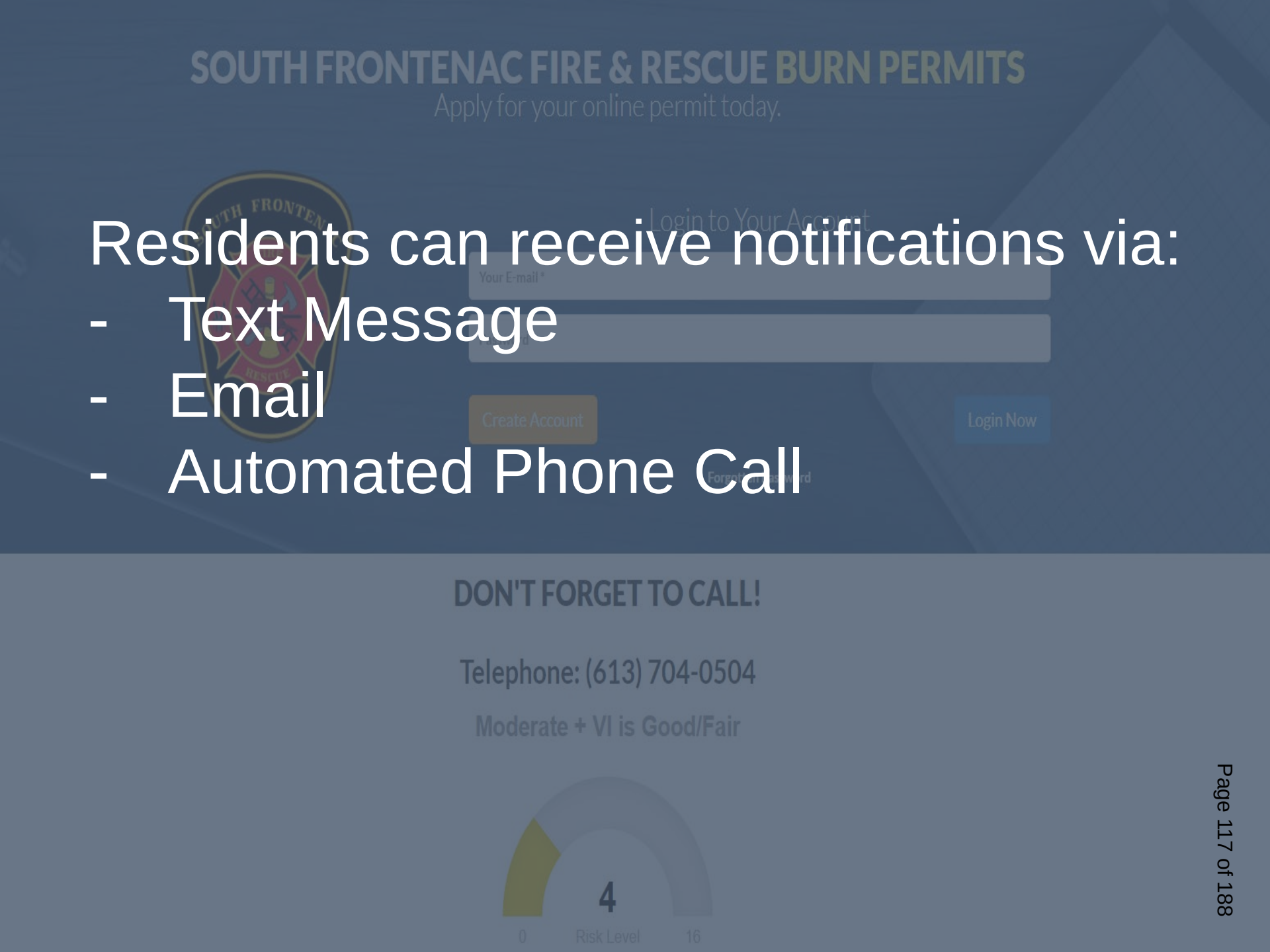
Mass Alerts

© 2018 Fluent Information Management Systems. All Rights Reserved.



The Municipality can send out mass alerts to all permit holders to provide vital information.

Mass alerts can be sent at any time to all permit holders to notify them of the burning requirements or special circumstances.



Residents can receive notifications via:

- Text Message
- Email
- Automated Phone Call

Zoning

© 2018 Fluent Information Management Systems. All Rights Reserved.

BurnPermits.com has the ability to restrict certain permit types based on zones.

If there is a village or hamlet core where no burning or only certain types of burning are allowed, the system will communicate this requirement to the resident when completing their permit application.

Features

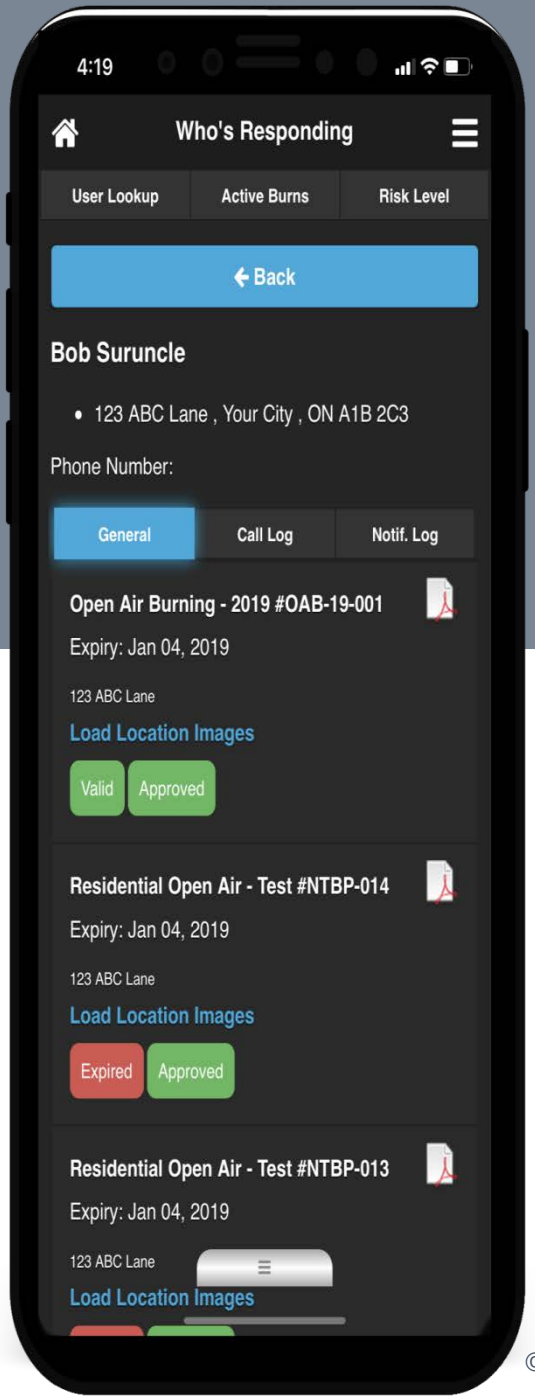
© 2018 Fluent Information Management Systems. All Rights Reserved.

Integration with Who's Responding

- Search for valid permits and all permit holders
- Change the Risk Level without being in the Office
- Inform all Fire Personnel of active burns in the area

www.WhosResponding.com

© 2018 Fluent Information Management Systems. All Rights Reserved.



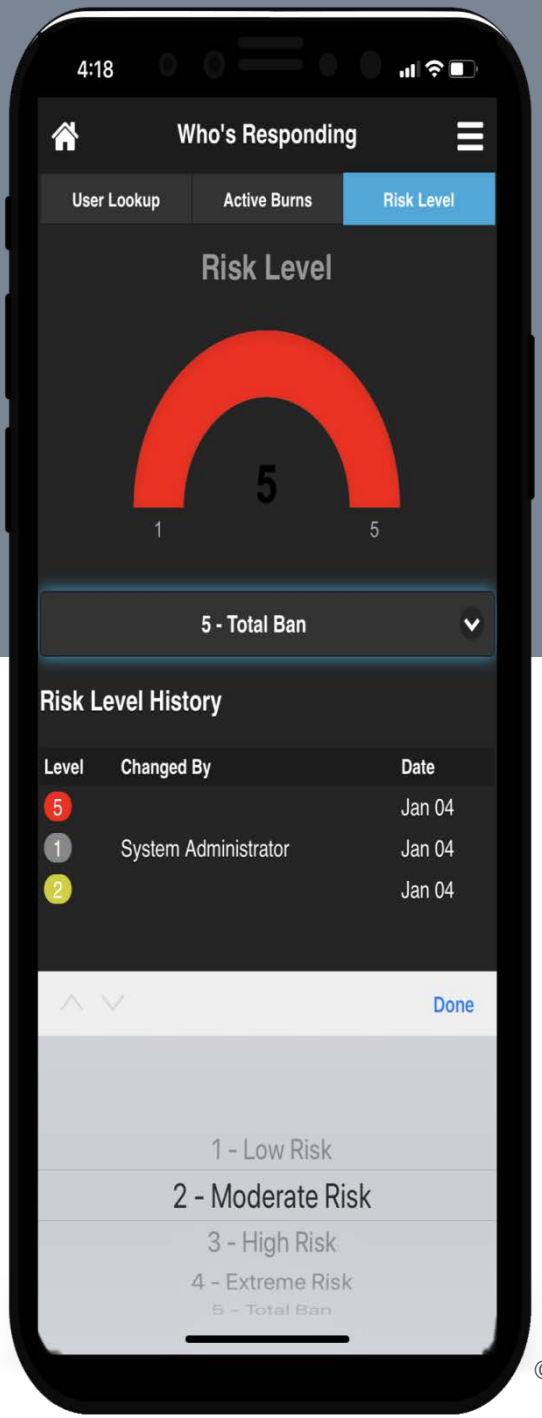
Permit Holder Search

- Determine if residents have valid permits
- Search based on GPS location, by permit holder name or address
- Ensure that residents have abided by your burning terms & conditions

www.WhosResponding.com

© 2018 Fluent Information Management Systems. All Rights Reserved.

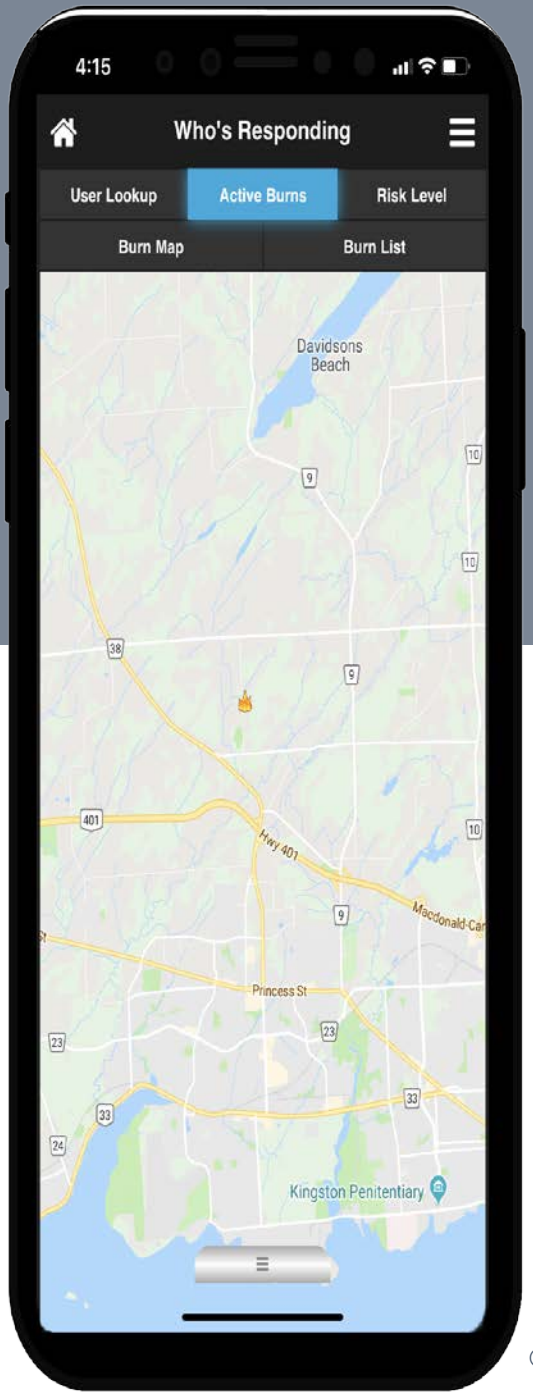
Changing Risk Level



- Easily and quickly change the risk level in your municipality
- All information is saved and reflected back to the public through the automated call-in system and the public website
- Increase public awareness of burning requirements via mass notification

www.WhosResponding.com

© 2018 Fluent Information Management Systems. All Rights Reserved.

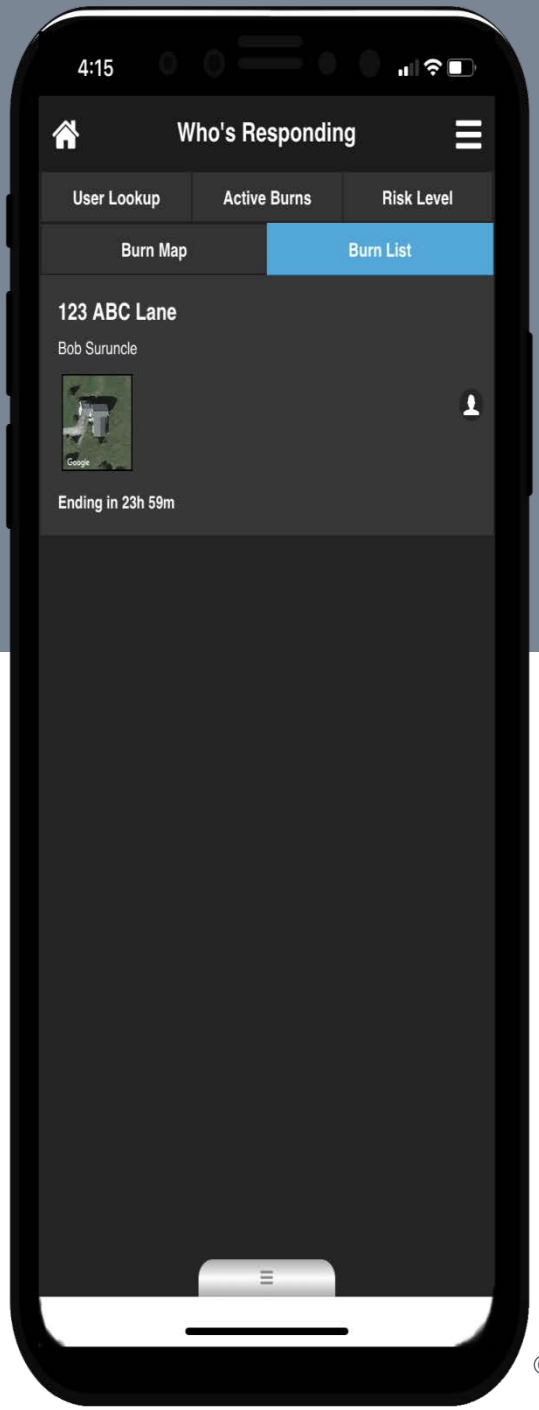


Real-time Mapping

- Get a visual of all burning activity in your area
- Real-time burning is displayed via the Active Burns map
- Ensure all Fire Personnel are aware of the active burns within the area

www.WhosResponding.com

© 2018 Fluent Information Management Systems. All Rights Reserved.



Active Burns

- Find all resident details regarding the active fire
- Street map view of resident's address in the event of an incident

© 2018 Fluent Information Management Systems. All Rights Reserved.

THANK YOU
Questions???

© 2018 Fluent Information Management Systems. All Rights Reserved.

THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC
BY-LAW NO. 2012-68

A BY-LAW TO AMEND BY-LAW 2004-107 TO REGULATE OPEN AIR BURNING

WHEREAS the Corporation of the Township of South Frontenac has a responsibility to protect life and property from risks of fire;

AND WHEREAS section 210, paragraph 35 of the Municipal Act authorizes Council to pass by-laws prescribing for the whole or any part of the municipality the times during which fires may be set in the open air, and the precautions to be observed by persons setting fires;

AND WHEREAS section 210, paragraph 49 of the Municipal Act authorized Council to pass by-laws for making such regulations for preventing fires and the spread of fires as Council considers necessary;

AND WHEREAS section 220.1 of the Municipal Act authorizes Council to pass by-laws providing for the imposition and collection of fees or charges for services or activities provided by the municipality;

NOW THEREFORE the Council of The Corporation of the Township of South Frontenac hereby enacts as follows:

DEFINITIONS

1. In this by-law,

(a) "Approved Brush Pile Fire" means an Open Air Fire, having a maximum fuel volume of 3 metres x 3 metres (10 feet x 10 feet), that is set and maintained for the sole purpose of burning piled wood, brush or leaves.

(b) "Approved Incinerator Fire" means a fire set in a container designed for incineration purposes and constructed completely of non-combustible material that is placed atop not less than 4 cm (2 inches) of sand or mineral soil extending not less than 30 cm (12 inches) beyond its perimeter, and having a maximum volume of 202 litres and an outlet or exhaust opening covered by a screen having a mesh of not more than 5 mm.

(c) "Approved Pit" means an area of ground that has been completely cleared of combustible material and lined with a minimum thickness of 15 cm (6 inches) of sand or mineral soil that will extend a minimum of 30 cm (12 inches) beyond the limit of the fuel used for a Camping Fire.

(d) "By-law Enforcement Officer" means a person appointed by Council of the Township as a by-law enforcement officer for the Township.

(e) "Camping Fire" means an Open Air Fire, having a maximum fuel volume of .6 metres x .6 metres x .6 metres (2 feet x 2 feet x 2 feet), that is set and maintained solely for the purposes of cooking food, providing warmth or recreational enjoyment and;

i. The site of the fire is bare rock or other non-combustible material.
ii. The fire is at least two metres from any flammable material.
iii. The space above the one metre area around the fire is at least 3 metres (10 feet) from vegetation.
iv. The fire does not exceed one metre in height and one metre in diameter.

(f) "Cooking Fire" means a fire used for cooking food and contained within an approved containment area or approved outdoor fireplace.

(g) "Fire Chief" means an officer of the Fire Department appointed as such by municipal by-law and includes his or her designate.

(h) "Fire Department" means South Frontenac Fire and Rescue with stations located in each of the former Townships of Bedford, Storrington, Loughborough and Portland.

(i) "Fire Season" means the period from the 1st day of April to the 31st day of October in each year.

(j) "Open Air Fire" means a fire set in the open air for the purpose of burning grass, tree limbs and other combustible material, and includes fires in barrels, drums, incinerators and pits, but does not include a cooking fire or campfire.

(k) "Ontario Fire Code" means O. Reg. 388/97 made under the Fire Protection and Prevention, S.O. 1997, c.4, as amended.

(l) "Person" includes an association, firm partnership, or corporation.

(m) "Smudge" means a controlled and closely supervised Open Air Fire that is set for the purposes of protecting crops from frost or for relieving distress from biting insects in livestock.

(n) "Township" means the Corporation of the Township of South Frontenac.

PROHIBITIONS

2. During the Fire Season, no Person shall:

(a) At any time, set or maintain a fire or allow a fire to be set or be maintained:

i. Any Open Air Fire that is not an Approved Incinerator Fire, a Camping Fire, a Cooking Fire;

ii Any Approved Brush Pile Fire without first obtaining permission from the Fire Department; or

iii a Smudge, without first notifying the Fire Chief of the date, location, and other details relating to the proposed Smudge and complying with any restrictions or conditions on the setting and maintenance of the Smudge as may be imposed by the Fire Chief in his or her sole discretion.

(b) Set or maintain a fire or allow a fire to be set or be maintained an Open Air Fire:

In contravention of:

(A) The Ontario Fire Code;
(B) The Fire Prevention and Protection Act, S. O. 1997, c.4:
(C) The Forest Fires Prevention Act, R.S.O. 1990, c. F.24;
(D) The fire safety precautions set forth under Section 3 of this by-law;
(E) The terms of any ban or prohibition order in connection with Open Air Fires and issued by or on behalf of the Government of Canada, the Government of Ontario, the Fire Chief under authority of this by-law, or any other official acting within the scope of his or her statutory powers
(F) or any other statutory requirement of the Province of Ontario or the Government of Canada; or

(ii) In such a manner that an actual interference with the enjoyment of adjoining lands results, or the safe condition of adjacent highways is jeopardized through the escape of smoke and or ash.

SAFETY PRECAUTIONS

3. Any person setting, maintaining or permitting the ignition or maintenance of an Open Air Fire during the Fire Season shall ensure that the burning is done strictly in accordance with the following fire safety precautions:

(a) All materials to be burned shall be dry.

(b) No person shall burn any:

(i) Building or structure of any kind or size;
(ii) Hay, straw or standing material, unless approved by the Fire Chief or designee;
(iii) Petroleum products, plastics, rubber, painted lumber, tires, pesticides, insecticides, herbicides, aerosol cans, fuel tanks, carpeting, mattresses, nylon, Styrofoam or anything else that will cause excessive smoke or fumes; or
(iv) Material prohibited by the Ministry of the Environment.

(c) No Open Air Fire shall be set or maintained;

(i) On any public or Township property other than a township landfill site;
(ii) Within 8 meters of a Township road or road allowance;
(iii) Within 6 metres (20 feet) of a building, forest, wooded area, or the nearest abutting property;
(iv) Within 2 metres of any other flammable material; or
(v) Under or within 10 metres of any hydro or telephone line or service.

(d) A person over the age of 18 shall be in attendance and shall supervise all Open Air Fires until they are fully extinguished.

(e) Equipment and other resources capable of controlling and quickly extinguishing Open Air Fires shall be maintained at the site of the fire at all times.

(f) Hours of burning are restricted to those hours between sunrise and sunset, during the fire season from the first day of April to the 31st day of October, except a camping fire or cooking fire in an approved fire pit, or a township landfill site.

(g) Between November 1st to March 31st, daylight burning only during daylight hours and must be extinguished prior to sunset except campfires & cooking fires.

(h) Open Air Fires shall not be set in the presence of high winds or any other adverse burning conditions.

(i) Any person setting or maintaining an Open Air Fire other than an Approved Brush Pile Fire, Approved Incinerator Fire, Camping Fire, or Cooking Fire shall first notify the Fire Department of his or her name and telephone number and the location of the proposed burning.

4. **LEVELS OF FIRE BAN**

(a) Level One (1) Ban - shall mean a fire ban, which restricts open air burning, including fireworks but does not include campfires or cooking fires as defined in this by-law.

(b) A Total Fire Ban - shall mean absolutely no open air burning including campfires or cooking fires or charcoal barbecues, and fireworks but does not include cooking appliances with a mechanical shutoff, ie: propane or naphtha gas cooking equipment.

(c) The Fire Chief and Deputy Fire Chiefs will assess the need for a Level One (1) or Total Fire Ban on a daily basis

(d) When fire bans are ordered by, the Fire Chief or designee, he or she will advise the CAO and Council as well as the media and other agencies.

ADMINISTRATION AND ENFORCEMENT

5. This by-law shall be administered and enforced by the Fire Chief, By-law Enforcement Officers, or such other person as Council of the Township may designate.

6. The Fire Chief or Council can approve commercial fireworks displays for special occasions during a Level One (1) or Total Ban.

7. The Fire Chief may, at any time, and in the exercise of his or her sole discretion, issue a fire ban, effective for a specified period of time, prohibiting the setting of any and all Open Air Fires within any area of the Township based on the following;

(a) A lack of precipitation that, in the opinion of the Fire Chief, increases the risk of the spread of fire;

(b) Winds that, in the opinion of the Fire Chief, increase the risk of the spread of fire;

(c) Current MNR fire indices and in consultation with Frontenac Provincial Park.

(d) The issuance, by the Fire Chief, Fire Marshall, or other fire officials in the exercise of his or her statutory powers, of a fire ban or prohibition against any and all Open Air Fires; or

(e) Any other condition that in the opinion of the Fire Chief will increase the risk of the spread of fire.

INSPECTION POWERS

8. A Fire Chief, By-law Enforcement Officer or a Police Officer may at any time inspect any Open Air Fire to ensure that the provisions of this by-law have been and are being complied with and the person who has the care and control of such fire shall provide the Fire Chief, By-law Enforcement Officer or the Police Officer with free and unobstructed access to the Open Air Fire.

9. Upon inspection under section 7 above, the Fire Chief, By-law Enforcement Officer or Police Officer:

(a) May, where there are reasonable and probable grounds that any offence under this by-law has been committed, request any person believed to have committed such offence to provide suitable identification and information.

FEES

10. In addition to any fines or penalties established elsewhere in accordance with this by-law, the person or persons responsible for setting or maintaining, or permitting to be set or maintained, an Open Air Fire shall be liable to the Township by way of a fee or charge, as calculated in accordance with Schedule "A" to this by-law, on account of those costs and expenses incurred by the Township in:

(a) Investigating and responding to a complaint made to the Township or the Fire Department by any person acting reasonably and in good faith, which complaint results from setting and/or maintenance of the Open Air Fire and, in the opinion of the Fire Chief or the Fire Chief's designate, smoke or emissions from such Open Air Fire were causing or had caused actual discomfort to the complainant; and

(b) The dispatching of Fire Department vehicles and fire-fighting personnel for the purpose of extinguishing the Open Air Fire.

1 All fees and charges payable under this by-law are due and owing to the Township within thirty (30) days of the date of an invoice rendered to the person liable to pay them.

12. All overdue accounts shall accrue interest at the rate of 1.25% per month (15% per annum), calculated monthly, from the due date until paid in full.

13. If a person who sets or maintains an Open Air Fire contrary to this by-law is not the owner of the property but occupies or is using the property with the owners consent, the owner and the person conducting the open air burning shall be jointly and severally liable to pay any fees and charges imposed by this by-law.

14. All fees and charges payable under this by-law constitute a debt of the person liable for payment of them to the Township and, in the case of owners of a property being responsible for payment of the fees and charges, the Township may add the amount owing to the tax roll for the owner(s) real property and collect them in like manner as municipal taxes.

PENALTIES

15. Every person who contravenes or causes or permits the contravention of any provision of this by-law is guilty of an offence, pursuant to the provisions of the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended.

GENERAL

16. If any clause or part of this By-law is found to be illegal or beyond the power of the Township's Council to enact, such clause or part shall be deemed to be severable from all other clauses or parts of this By-law.

17. This by-law shall be known as the Open Air Burning By-law.

18. By-law 2004-107 is hereby repealed.

19. This by-law shall come into force on the day it is passed.

Dated at the Township of South Frontenac this 20th day of November 2012.

Read a first and second time this 20th day of November 2012.

Read a third time and finally passed this 20th day of November 2012.

The Corporation of the
Township of South Frontenac

Gary Davison, Mayor

Wayne Orr, Clerk-Administrator

SCHEDULE 'A'

TO

BY-LAW NO. 2004-107

Fee to respond to and investigate open air Burning complaint	**$75.00 per response**
Fee for dispatch of Fire-fighters and Fire Department Vehicles	**$410.00 per vehicle for the first hour and $205.00 per each half hour thereafter per vehicle, plus the wages of all fire-fighters responding to the call (a minimum of one hour per fire-fighter)**

REPORT TO COUNCIL

PUBLIC SERVICES DEPARTMENT

AGENDA DATE: October 6, 2020

SUBJECT: Tower Site Lease Agreement with Westport Telephone Company (WTC)

RECOMMENDATION:

That Council direct the Chief Administrative Officer to provide the Westport Telephone Company Limited (WTC) with written concurrence for the construction of a 140 foot communications tower at the Perth Road Fire Hall; and,

That the Council of the Corporation of the Township of South Frontenac pass By-law 2020-55 being a By-law to authorize the Chief Administrative Officer to execute a Tower Site Agreement with the Westport Telephone Company Limited (also known as WTC) for the installation of a 140 foot communications tower at the Perth Road Fire Hall and access for connection on the tower at the Burridge Fire Hall for the provision of high-speed internet.

BACKGROUND:

In August of 2018 Council entered into a Site Lease agreement with WTC for the tower on Loughborough Drive in Battersea. During these discussions staff broached the idea of a tower in Perth Road Village to support the residents in that area and for the newly constructed Fire Hall. The Fire Hall location was proposed as the location to house the tower for this purpose. The number of households in the village were provided to WTC staff to so that WTC could develop a business case internally.

ANALYSIS:

In July of 2020 a meeting was held between WTC and Township staff at the Perth Road Fire Hall to discuss the feasibility of a tower at the site. It was found that the site was an ideal location to provide high speed internet over a 3km radius to over 400 households (with additional connections possible within a radius as large as 14km, subject to topography).

At this time Township staff expressed an interest in locating two-way radio hardware on WTC's Foley Mountain location to assist with communications in the dead areas of the township. WTC agreed to the temporary location of hardware to test the effectiveness of the joint-use tower. Township staff also proposed the use of the tower at the Burridge Fire Hall to provide high speed internet to the station and for potential future consideration of WTC services for surrounding households.

WTC has drafted an agreement that covers the proposed new tower and siting of equipment at all of the locations noted above. Due to the reciprocal arrangement being proposed and the benefit it provides to South Frontenac departments and residents, no funds are proposed to change hands.

The Township will provide the location for WTC to install a 140 foot tower in Perth Road village, and the tower space in Burridge for WTC to connect to, in exchange for free high speed internet at Township facilities in these locations and connectivity at the Foley Mountain location for radio communications for the Fire Department and Public Services.

REPORT TO COUNCIL

PUBLIC SERVICES DEPARTMENT

Tower Siting and Land Use Planning

The siting of telecommunications towers is federally regulated, requiring permits and mandatory public notice/consultation.

Municipalities in Ontario may establish policies pertaining to the siting of telecommunications towers; however, South Frontenac has not done so. Currently, telecommunications towers are permitted in all zones within the Township, subject to Federal approvals.

Township Benefits

South Frontenac Fire & Rescue and the Public Services Department have identified the following benefits to the Township from this agreement with WTC:

- Fiber Internet (High Speed) for Station 6 – Perth Road
    - This station currently experiences regular internet drop-outs and low bandwidth which prevents the transfer of large files and prevents multiple users of the internet at the same time
- Fiber Internet (High Speed) for Station 2 – Burridge
- Access to the Tower on Foley Mountain and installation of a repeater for improved radio communications.
    - This site was tested several years ago and the results were excellent. Will greatly improve radio communications in many “dead spots” within the northern areas of the Township
- Potential for collaboration with WTC on other future fire hall locations (i.e. Sunbury/Battersea)

FINANCIAL CONSIDERATIONS:

The term of the agreement is an initial 20 years which is typical for a tower siting arrangement.

The annual rent is proposed to be $0.00 per year in exchange for WTC will provide the proposed locations with High Speed internet in exchange for the space to install a tower and provide their service.

ATTACHMENTS:

1. Proposed Perth Road Village Tower Site Plan
2. Draft Tower Siting Agreement with WTC
3. Example Letter of Concurrence from 2018

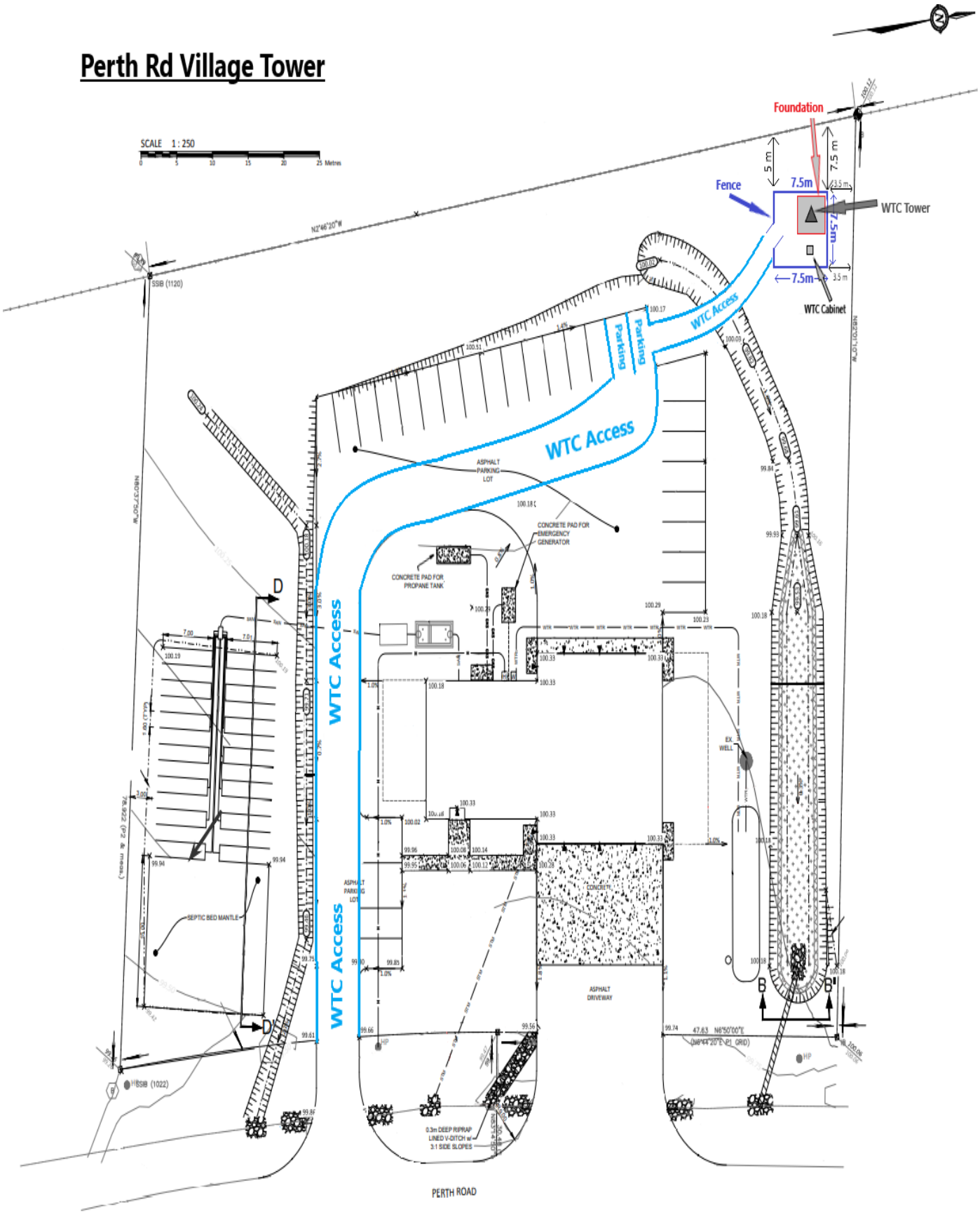
Submitted/approved by:
Mark Segsworth, P. Eng.
Public Works Manager

Prepared by:
David Holliday, CET
Technical Supervisor

Approved by:
Neil Carbone
Chief Administrative Officer

Darcy Knott
Director Fire & Emergency Services
Fire Chief / CEMC

Perth Rd Village Tower



WTC TOWER SITE AGREEMENT

THIS AGREEMENT dated effective October 1, 2020 is made

BETWEEN

South Frontenac Township
hereinafter referred to as “SFT”

AND

THE WESTPORT TELEPHONE COMPANY LIMITED
O/A WTC COMMUNICATIONS
hereinafter referred to as “WTC”

WHEREAS:

1. SFT is the owner of the lands described as 5855 Perth Road and 237 Burridge Road in the township of South Frontenac (the “Properties”).

2. WTC is authorized to carry on the business of providing wireless services to subscribers in urban and rural communities surrounding the herein described Properties.

3. WTC wishes to erect a communications tower (the "Tower") on the property of SFT at 5855 Perth Road and SFT wishes to lease to WTC a Tower Site, hereinafter referred to as the "Tower Site" as further described and shown on the Site Plan attached hereto as Schedule A.

4. WTC wishes to lease co-location space (“Co-Location Space”) on the existing SFT tower at 237 Burridge Road in the township of South Frontenac and connect to SFT electrical service at this location.

5. WTC and SFT are entering into this Tower Site Agreement for the purposes of defining their respective rights, privileges and obligations concerning the Properties.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the rent, premises, and mutual covenants referred to herein the sufficiency thereof is hereby acknowledged, now witness that the parties hereto agree as follows:

1. PURPOSE OF AGREEMENT

   a. This agreement is to allow WTC the exclusive use of the Tower Site located at 5855 Perth Road to erect and maintain a communications tower to provide wireless services to its customers and/or other wireless service providers as WTC may see fit.
   b. To allow WTC colocation space on the existing SFT tower located at 237 Burridge Road and an electrical connection at this location to provide wireless services to its customers.

2. TERM

a. The term of the lease shall be for a period of Twenty Years starting on the 1st day of October, 2020 until the 30th day of September 2040.

3. Rent

a. The annual rent for the term of this lease shall include tower co-location services to SFT on the WTC Mountain Road tower in Westport at the specific geographic coordinates of; 44.692182, -76.417089 (the "Mountain Tower"). Co-location shall include space on the Mountain Tower at approximately 180 feet for 2 – 6-foot, VHF Yagi antennas or equivalent as well as a route for necessary transmission lines down the Mountain Tower and into the SFT shelter. This co-location space will have an equivalent value of $6,780 per annum including HST.

b. Rent will also include access to 10' by 10' of ground space near the base of the Mountain Tower for the placement of the SFT shelter.

c. In addition to the rent stipulated above, WTC shall permit SFT to install and maintain electrical service to the SFT shelter at the base of the Mountain Tower. This electrical service shall be installed and maintained at SFT's sole expense. WTC will co-ordinate and otherwise support any access required for Hydro One to install and maintain the SFT electrical service.

d. Rent will also include high speed internet service at 237 Burridge Road and 5855 Perth Road with a total equivalent value of $2710.64 per annum including HST.

e. All services described above shall be provided by WTC upon execution of this lease under the WTC Terms of Service.

4. RIGHTS GRANTED

a. SFT shall have the right to the rent herein stipulated.

b. WTC shall have the right to use the leased property to enter on, erect, maintain, operate, repair, replace, reconstruct, and remove a communications tower, wires, anchors and other accessories required for the operation of the Tower at the Tower Site. The leased lands are shown outlined on Schedule A attached hereto.

c. WTC shall have the right to use the Co-Location Space and to connect to and utilize the electrical service at 237 Burridge Road to maintain, operate, repair, replace, and remove communications equipment.

d. WTC, its officers, employees, agents and assigns (together with all necessary motor vehicles and equipment required for the erection and maintenance of said Tower) shall have the right to access the leased Properties by traveling across the lands of SFT to access their leased driveway and thereby the public traveled road.

5. OBLIGATIONS

a. WTC agrees to provide SFT, if SFT so requests in writing, a list of all officers, employees, agents and assigns that WTC has authorized to attend at the Properties for the purpose of erecting and maintaining the Tower and Co-Location Space.

b. SFT agrees not to do anything that may impede access to the Properties. SFT agrees not to do anything that would interfere with the proper operation of the Tower or any WTC equipment at the Co-Location Space.

6. INDEMNIFICATION

a. WTC shall indemnify and save harmless SFT from any damage caused to the Properties caused by WTC's use of the said Properties as permitted herein.

7. INSURANCE

a. WTC shall have in place a comprehensive property damage and public liability insurance policy for coverage of no less than Two Million Dollars ($2,000,000.00). Such insurance shall insure WTC from any and all claims made by third parties, for damage or personal injury resulting from WTC's use of the said Properties or access thereto.

b. SFT shall have in place a comprehensive property damage and public liability insurance policy for coverage of no less than Two Million Dollars ($2,000,000.00). Such insurance shall insure SFT from any and all claims made by third parties, for damage or personal injury resulting from SFT's use of the said Mountain Tower or access thereto.

8. NO AGENCY OR PARTNERSHIP CREATED

a. Nothing contained herein shall be construed as creating any agency, partnership, or other relationship between the parties.

9. REPRESENTATIONS AND WARRANTIES

a. WTC is a corporation duly incorporated and validly subsisting under the laws of Ontario.

b. WTC is the beneficial owner of the Mountain Tower with good and marketable title thereto, free and clear of all mortgages, liens, charges, security interests and

other encumbrances of any kind and WTC has the right, power and authority to grant access to SFT.

c. SFT is the beneficial owner of the Properties at 237 Burridge Road and 5855 Perth Road in SFT with good and marketable title thereto, free and clear of all mortgages, liens, charges, security interests and other encumbrances of any kind and SFT has the right, power and authority to grant access to WTC.

10. TERMINATION

a. This agreement may be terminated by WTC upon 90 days written notice to SFT.

b. Upon the termination of this agreement WTC shall remove its Tower and other related equipment located on the Tower Site and remove its equipment from the Co-Location Space at its own expense.

11. NOTICE

a. Any notices required or permitted to be given hereunder shall be in writing and shall be effectively given if delivered personally, sent by prepaid courier service, sent by facsimile or other similar means of electronic communication or sent by prepaid registered mail (except in the event of disruption of regular mail services by strike or otherwise, in which case notice must be given by one of the alternate methods of notice) addressed as follows:

In the case of notice to WTC:

The Westport Telephone Company Limited
O/A WTC Communications
28 Main Street
PO Box 580
Westport, Ontario
KOG I XO

Attention: Michael S. Lynn (General Manager)
Telephone: 613-273-0214
Facsimile: 613-273-2323

In the case of notice to SFT:

Township of South Frontenac
Box 100 – 4432 George Street
Sydenham, ON
K0H 2T0
613-376-3027

12. SUCCESSORS AND ASSIGNS

a. This Agreement may be transferred or assigned by either party without the prior written consent of the other party. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

13. APPLICABLE LAW

a. This Agreement shall be interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

14. INTERPRETATION

a. Schedules and other documents attached or referred to in this Agreement are an integral part of this Agreement.

b. The division of this Agreement into paragraphs and subparagraphs and the insertion of headings are for convenience or reference only and shall not affect the construction or interpretation hereof.

c. Words importing the singular number include the plural and vice-versa; words importing the masculine gender include the feminine and neuter genders.

15. LEGAL ADVICE AND EXPENSE

a. Each party shall be responsible for its own legal and other charges incurred in connection with this Agreement, its acceptance and all negotiations between the parties and the consummation of the transactions contemplated hereby.

b. Each party confirms that it has had an opportunity to seek legal advice concerning this agreement and is signing this agreement with full and complete understanding of the rights and obligations created herein.

16. ENTIRE AGREEMENT

a. This agreement, including any Schedule attached hereto, shall constitute the entire Agreement between Purchaser and Vendor. There is no representation, warranty, collateral agreement or conditions, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes to gender or number required by the context.

17. REGISTRATION

a. SFT or WTC shall be allowed, at any time, to register notice of this agreement or a copy of this agreement on title to the properties of SFT. SFT agrees to execute any documents required by WTC to register notice of this agreement or a copy of this

agreement on title provided that WTC agrees to pay for the costs of preparation and registration of such documents.

18. FURTHER ASSURANCES

a. SFT and WTC agree to execute and deliver such further and other documentation as may be required to give full force and effect to this agreement.

IN WITNESS WHEREOF the parties have executed this Agreement effective on the date **first** set out above.

I have authority to bind the corporation

Witness	South Frontenac Township	Date
Witness	The Westport Telephone Company Limited Per: **Michael S. Lynn** (General Manager)	Date

TOWNSHIP OF SOUTH FRONTENAC
4432 George St, Box 100
Sydenham ON, K0H 2T0
613-376-3027 Ext 2225 or 1-800-559-5862
worr@southfrontenac.net

June 3rd, 2019

To Whom It May Concern;

At the Regular Meeting of Council held on October 2, 2018, Council considered correspondence from WTC Communications regarding the proposed construction of Radio Communication Facilities in the form of a Communications tower to be located at GPS Coordinates; 44.43760 N, 76.38443 W on an existing Township road easement.

The Council of The Township of South Frontenac concurs with the Radio Communications Facilities as proposed by WTC Communications at this location.

Sincerely,

Wayne Orr
Chief Administrative Officer

REPORT TO COUNCIL

Office of the Chief Administrative Officer

AGENDA DATE: October 6, 2020

SUBJECT: Consolidated Non-Union Employment Policies

RECOMMENDATION:

That Council approve the consolidated Non-Union Employment Policies as attached as Schedule A to this report.

BACKGROUND:

During recruitment of non-union personnel, the Township has been unable to provide documentation regarding the basis for terms proposed in employment contracts, or in response to questions from candidates regarding policies governing their ongoing employment. This has delayed acceptance of employment offers and can send a message to job candidates that the Township takes an arbitrary approach to recruitment, compensation, and other aspects of non-union employment.

ANALYSIS/DISCUSSION:

The Township has historically based its non-union employment contract terms on past-practice and/or has applied the terms of its Collective Agreement with CUPE Local 4336; however, there is limited documentation supporting these approaches. Further, non-union personnel have no involvement in the negotiation of collective agreements with CUPE nor do they apply to their employment relationship with the Township. Only Employment Legislation, individual employment contracts and official Township policies govern non-union personnel.

For this reason, staff have updated and/or consolidated all non-union employment policies into a single document to allow for:

- Ease of reference for supervisors/employees/candidates
- A Council-approved basis for contract negotiation
- To document previously unwritten or informal practices
- Ensure consistency in employment contracts by referencing policy instead of including specific terms that change from time to time
- To ensure that non-union personnel are not subjected to policies negotiated by another group to which they have no input

While it is important for non-union personnel to have formal policies that govern their employment. Some Township policies including some terms of the Collective Agreement with CUPE shall continue to apply to both employee groups, including:

- Financial Assistance for Professional Development
- Cost of Living Adjustment (COLA)
- Statutory Holidays
- Absence Reporting
- Working From Home
- Travel, Mileage and Expense Reimbursement
- Health & Safety
- Workplace Violence and Harassment

<u>New or Changed Policies</u>

The proposed non-union employment policies contain few changes from what was already in place or was an existing unwritten practice. Areas where changes have occurred are highlighted below:

REPORT TO COUNCIL

Office of the
Chief Administrative Officer

Overtime
- Reference to the different treatment of overtime for managerial/supervisory non-union employees and other non-union employees (as per Employment Standards Act requirements)

Flexible Work Arrangements
- Existing practice had no policy basis or documentation; new language promotes accountability, consistency and to prevents inappropriate use

Bereavement Leave
- Wording updated to recognize common law relationships and to permit non-consecutive absences
- This reflects the approach that has been taken with bereavement leave within the collective agreement, although that language needs to be updated also

STRATEGIC PLAN ALIGNMENT:

These consolidated Non-union Employment Policies support:

> ***Strategic Priority #3*** *"Ensure the organizational capacity to deliver cost-effective services in a changing world"*

And specifically address the following strategic plan action item:

		TASK NAME	PRIORITY
C	5b	Prioritize and update HR policies	Increased

FINANCIAL/STAFFING IMPLICATIONS:

No financial implications; policies reflect existing practices related to compensation, vacation, reimbursement and other compensation-related policies.

Approval of these consolidated policies will promote improved recruitment and retention and aid supervisors in their personnel management activities.

ATTACHMENTS:

1. Consolidated Non-Union Employment Policies

Submitted/Prepared by:

Jillian McCormick
Human Resource/Legislative Compliance Officer

Louise Fragnito
Director of Corporate Services/Treasurer

Approved by:

Neil Carbone
Chief Administrative Officer

THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC
NON-UNION EMPLOYMENT POLICIES

These Employment policies apply to all probationary and regular full-time non-union staff employed by the Township of South Frontenac (the Township).

Part-time or seasonal non-union staff employment will be as set out in the Employment Standards Act, as may change from time to time, unless otherwise negotiated in the employment contract.

The terms within an employment contract supersede any terms listed within this document unless this document provides a greater benefit. Where the employment contract is silent, these terms will apply.

Subject to the provisions of the employment policies for non-union staff, the Township retains the right to direct and control all operations and to decide staffing requirements and assignments.

PRORATED ENTITLEMENTS

Any entitlement referred to within this document will be prorated based on the employee's start date within the year except for the float day entitlement.

OFFER OF EMPLOYMENT

Offers of employment for new employees will be made in writing and written acceptance will constitute a contract of employment. The written offer of employment will confirm the employee's current placement on the salary grid, annual salary, vacation entitlement, probationary period and contains important details about the terms of employment. This offer will also specify the conditions of employment that apply to the new employee.

PROBATIONARY PERIOD

Individuals newly hired into a non-union position will serve a probationary period of twelve (12) months.

REMUNERATION

Non-union remuneration will be as set out in the Township's Non-union salary grid, as amended from time to time. Individuals newly hired into a non-union position will typically commence at Step 1 within the pay band of their position. At the discretion of the CAO, newly hired employees may start at a higher step within their pay band or within a higher band commensurate with relevant experience or labour market conditions.

The Employee's compensation, including salary, benefits, vacation, paid holiday and other terms of employment shall be administered in accordance with the provisions of the Township's policies with respect to compensation and performance management, and as prescribed in the employee's employment contract.

RESPONSIBILITIES

The Township's official job description of the position will be provided to the new employee and reviewed annually thereafter. The responsibilities of a position will be explained to the employee at the time of appointment by their direct supervisor. Responsibilities are subject to modification from time to time in relation to Township and/or operational changes.

PERFORMANCE MANAGEMENT

The Employee's performance assessment shall be conducted by their direct supervisor, in accordance with The Township's performance management policies and guidelines. On-going performance will be reviewed on the anniversary of the Employee's date of hire in every calendar year. Step increases within the non-union compensation grid will be contingent on obtaining a satisfactory performance review. Progression through the steps will occur until the "job rate" is reached at Step 5 within the grid.

COST OF LIVING ADJUSTMENT (COLA)

A cost of living adjustment will be made to the non-union salary grid annually on January 1st each year and will mirror the annual increases as set out in Schedule "A" of the Collective Agreement between CUPE Local 4436 and the Township.

OMERS

All full-time employees shall participate in the Ontario Municipal Employee Retirement System (OMERS) pension plan subject to the terms and conditions outlined in the OMERS Act.

BENEFITS

Upon hire the Employee shall be provided the benefits package for Management staff, through the Township's benefits provider. This Includes Health, Dental, Vision Care, Group Life Insurance, Accidental Death & Dismemberment, Short Term Disability and Long Term Disability Coverage. Refer to the Group Benefits Package-Management for full details on eligibility and coverage. The Township will pay 90% of the employee's monthly premiums. The employee's portion of benefits will be deducted from their bi-weekly payroll.

In accordance with Township Policy, any employee who completes ten (10) years of active service with the Township, shall be eligible to participate in Retiree Benefits, upon

retirement from the Township, provided the retiree maintains receipt of an OMERS pension. For these insured benefits, the Township will pay 50% of the employee's benefits. Coverage will continue until the individual reaches age 65.

At its sole discretion, such non-union benefits packages may be amended by The Township from time to time.

PROFESSIONAL DEVELOPMENT

The Township strongly supports the professional development of all its personnel, and this extends beyond the training and/or certifications required of individual positions. The Township believes in the principle of life-long learning and that the personal growth and development of its employees promotes job satisfaction, self-actualization, adaptability, and employee retention, which in turn benefits the organization and community. Details of support for professional development can be found under the **Financial Assistance for Employee's Professional Development Guidelines and Policy.**

STATUTORY HOLIDAYS

The following are currently observed as paid Statutory Holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

Township Operations and Offices will be closed on Remembrance Day from 10:00 AM to 12:00 PM to accommodate staff who wish to attend any ceremony within the Township (when November 11th falls on a normal working day). If an employee elects to make use of this time, it must be made up within the pay period or offset by the use of vacation, lieu time, float holiday hours or unpaid leave. Alternatively, employees may elect to remain at work performing their regular duties during this time.

The Township Administrative Offices will be closed at noon on Christmas Eve, if it falls on a normal working day, and will remain closed between the week of Christmas and New Year's Day. Each year all staff are required to use accumulated vacation, lieu time or unpaid leave of absence to cover these work days except where there is a need for an employee to work for any part of this time due to operational requirements, at the discretion of their Department Director.

The employee will also be granted 1 float day to be used in each calendar year. This day may not be carried over into the following calendar year.

OVERTIME

In recognition of the occasional need to work outside of regular working hours in order to meet departmental and township objectives, non-union employees in managerial or supervisory positions will be granted forty (40) hours of lieu time to be used within the calendar year.

Non-union employees who do not have managerial or supervisory responsibilities are subject to the provisions of the Employment Standards Act for overtime unless otherwise stipulated in their employment contract.

SICK LEAVE

Non-union employees will be granted eighty (80) hours of sick leave credits on January 1st of each year. Any unused sick time at the end of the calendar year will be paid out to the employee at 50% based on the rate of pay as of December 31st.

Use of sick time is also permitted for dental, medical or paramedical appointments.

ABSENCE REPORTING

See **HR-004: Absence Reporting and Management Policy**

FLEXIBLE WORK ARRANGEMENTS

In recognition of the need for employees to balance work, family and personal responsibilities while ensuring the operational needs of the Township are being met, a temporary flex time schedule may be agreed upon between the employee and their supervisor.

Employees shall have the opportunity to request a flexible work arrangement on an occasional basis or for a fixed period of time. All flexible work arrangements will adhere to employment legislation (e.g. Employment Standards Act), and other Township policies where applicable. Lunch periods are mandatory as per the Employment Standards Act, and as such, flex arrangements shall not include working through lunch.

Flexible work arrangements must maintain 80 hours worked per pay period.

Flex time cannot be accrued to be used in combination with the other banked time off such as vacation, lieu time or statutory holidays.

Flex time can be used to attend non-medical appointments.

All flex time arrangements shall be approved and documented by the employee's supervisor.

WORK FROM HOME ARRANGEMENT

See Policy #HR-021 **Work From Home Policy**

VACATION ENTITLEMENT

Yearly vacation entitlement will be granted as follows (unless otherwise stated in an employee's employment contract)

Less than 1 year of Service:
Vacation credits shall be pro-rated for the first year of employment, at a rate of 8 hours per month to a maximum of 80 hours (4%).

1 year of service	Eighty (80) hours	4% of earnings
3 years of service	One hundred twenty (120) hours	6% of earnings
After 7 years of service	One hundred sixty (160) hours	8% of earnings
After 14 years of service	Two hundred (200) hours	10% of earnings
After 22 years of service	Two hundred forty (240) hours	12% of earnings

Annual vacation entitlements shall be credited on January 1st of each calendar year.

Vacation entitlements shall be prorated in any partial years of service

Employees shall receive additional vacation entitlements within the year of service their anniversary date is reached.

In the event that the Employee's employment is terminated for any reason during the calendar year, and the Employee has used unearned credits, the dollar amount of these used unearned credits shall be deducted from any salary or severance owed to the Employee, or the Employee shall otherwise reimburse The Township an amount equivalent to the unearned credits used by the Employee. Any earned unused credits shall be paid to the Employee upon termination for any reason.

Employees are required to take the minimum vacation entitlement as per the Employment Standards Act. With the advance approval of the supervisor, an employee may request to carry over a maximum of 10 business days of vacation into the next year. There shall be no accumulation of vacation that is carried over.

Any vacation entitlement not taken according to the above terms will be lost to the employee with no pay out.

LEAVE OF ABSENCE

The CAO may, at their sole discretion, grant an employee a leave of absence without pay for any reason which is regarded by the CAO as legitimate and acceptable. A request for such leave shall be made in writing to the employee's Supervisor with

supporting reasons. A leave of absence shall not be taken without first obtaining the approval of the CAO in writing.

JOB PROTECTED LEAVES

The Township will comply with any job-protected leave as prescribed in the provisions of the *Employment Standards Act*.

JURY OR WITNESS DUTY

The employee shall be paid their regular rate of pay for normally scheduled days as the result of their attendance as a juror, potential juror or subpoenaed witness in any Court proceeding. Such payment will be made only if the employee presents proper evidence that the Jury duty/selection has been performed. The employee must pay the Township any monies received from the Court related to their attendance, less any monies paid for expenses.

BEREAVEMENT LEAVE

Leave of absence with pay will be granted to the employee upon request for bereavement in accordance with the following:

a) In the case of the death of a spouse, parent, child, step-child, step-parent or grandchild, up to a maximum of forty (40) consecutive working hours, including the day of the funeral. For the purposes of this clause, the step relationship may result from a legal or common law marriage. Spouse shall include same sex spouse and common law spouse.
b) In the case of the death of a sibling, step-sibling, paternal or maternal grandparent(s), daughter or son-in-law, father or mother-in-law, or brother or sister-in-law, up to a maximum of twenty four (24) consecutive working hours, including the day of the funeral. For the purpose of this clause, the step relationship may result from a legal or common law marriage.
c) An employee's supervisor may approve a leave of absence for the purpose of bereavement in accordance with the terms above, taken in a non-consecutive fashion in order to accommodate scheduling of funeral, memorial or other bereavement-related activities.

Subject to supervisory approval, a leave of absence without pay or the use of float, lieu, or vacation time may be granted to employees upon request for the following:

a) when required to be a pallbearer in a circumstance not involving any of the above,
b) Up to sixteen (16) working hours in addition to entitlements above, in order to meet the exigencies of distance or other special circumstances.

TRAVEL, MILEAGE AND EXPENSE REIMBURSEMENT

The Employee may be required to use their personal vehicle for business travel within or outside of The Township.

Mileage for use of the Employee's own vehicle, as well as travel expenses incurred while conducting duties on behalf of the Municipality, will be reimbursed as set by Council, in accordance with **By-Law 2007-04**. Such reimbursement must be approved by the immediate supervisor. This rate is subject to change at the direction of Council.

INCLEMENT WEATHER

The CAO or designate shall determine if the weather conditions have deteriorated significantly, and Employees will have the option to leave work and use vacation time, lieu time, float holiday hours, or make up the time taken at straight time, to go home, within the same pay period, or must be taken as an unpaid leave of absence.

HEALTH AND SAFETY

The Township shall make reasonable provisions for the conditions of health and safety in the employees' work areas by abiding by the provisions of the Occupational Health and Safety Act and Regulations. Employees are responsible for ensuring that they work in a safe manner, and abide by the regulations set forth in the OHSA, and the Township's Health & Safety Policy **(#HS-002:Health & Safety Policy & Program)**

HARASSMENT FREE WORKPLACE

The Township of South Frontenac is committed to providing a safe, healthy, respectful, Supportive harassment-free and violence-free working environment by treating its employees with respect, fairness and sensitivity. The Township expects all employees to conduct themselves in a professional manner at all times.

The Township does not tolerate violence or harassment in the workplace perpetrated by or against employees, members of Council, volunteers, contractors and members of the public who may attend any of the Township facilities or functions.

The management of the Township of South Frontenac is committed to the prevention of workplace violence and harassment and is ultimately responsible for employee health and safety. We will take whatever steps are reasonable to protect our employees from workplace violence and harassment from all sources. (Policy: **HS #003 *Workplace Violence & Harassment Prevention Policy***)

Effective Date: October 6, 2020

Approved by:

BELLROCK HALL AUG 20, 2020

Present: Celine Hayes, Cynthia Chapman, Gina Ritchie, Ray Leonard, Carmel Orr, Karen Holmes, Bev Irish.
Treasurer: Balance of chequing account is not known at this point—no recent statement received from the township. Presumably close to the value from last month's accounting minus the fixed monthly expenses.
Petty cash balance: $31.16

Re-opening the hall: We have received permission from the township to re-open the hall, though there are several things that need to be done before we can do this.

1. Water testing: Celine to get this done after she contacts Terry for protocol, etc.
2. Cleaning supplies and hand sanitizers: Have been bought. Still need to get disposable masks.
3. Print and post instructions and recommendations from the township/health unit regarding Covid-19 precautions and rules.
4. Advertise that the hall is open. Debbie offered during the July meeting to do this after all the preliminary steps are in place.
5.

Community Grant application: We were successful in receiving a grant to cove r the costs of painting, better lighting, and new faucets. Total approved in the grant: $1850.00 Celine is investigating the acquisition of paint, hiring labour. We already have bought the lights which just need to be installed.

Property taxes: We owe $193.79. Will have a slight credit on tax payments by the end of the year, as we are paying a flat rate of $120 monthly. We may lower this monthly rate in January to even out the costs. Celine is investigating with MPAC whether as a non-profit we can get a better tax rate, also applying to the township for a "vacancy rebate" due to the lengthy hall closure due to pandemic conditions.

VON exercise program: Has resumed but is being run outside the hall.
Karen Holmes: Has proposed running a supplemental tutoring program at the hall. Is planning on making it non-profit, geared to income, as a community service . As such, we are not going to charge her for the use of the hall. But the program cannot run into the winter months as we cannot afford the heating and maintenance costs.
Bookings: Bev Irish wants to rent the hall at an unspecified date for a wedding.
The euchre group want to start using the hall as soon as it is available.
The Land Conservancy are booked for **Oct 25** at a charge of $50.
Community Garden: Plants doing well, soon be able to harvest. Most of the produce to be donated to the food bank. No participation this summer by the community—perhaps due to the late start and the pandemic issues. Will try to recruit earlier next season.
Deck: No progress since last report.

Insurance: Celine will call the CAO of South Frontenac (Neil Carboni) to see if we can get insurance under the umbrella of the township to perhaps save on costs. Our insurance policy is shortly up for renewal. Still no word on coverage for LLBO events at the hall.

NEXT MEETING THURSDAY SEPT 17TH AT 6:00 PM.

Minutes of Public Services
August, 26, 2020

Time: 8:30 AM
Location: Council Chambers

Committee members present in Council Chambers: Ron Sleeth, Chairman, Mayor Ron Vandewal, Alan Revill, Doug Morey

Staff Present in Council Chambers: Mark Segsworth, Director of Public Services, Neil Carbone - Chief Administrative Officer, Angela Maddocks - Clerk.

1. Call to Order/Roll Call

a) Chairman Sleeth called the meeting to order at 8:35 a.m.

The Clerk conducted the roll call reflected in the attendance listed above.

2. Declaration of pecuniary interest and the general nature thereof

a) There were no declarations.

3. Approval of Minutes

a) Minutes of February 20, 2020 meeting

Resolution No. 2020/08/26-PSC-01
Moved by Alan Revill
Seconded by Doug Morey
That the minutes of the February 20, 2020 Public Services Committee meting be approved.

Carried

4. Business Arising from the Minutes

a) Future Topics

Mark Segsworth, Director of Public Services referred to the compiled list of priorities and initiatives looking for input from the Committee on what items require immediate focus.

- Sydenham Water
- Solid Waste Collection
- Landfill Optimization
- Communal Collection Depots
- Multi-Year Linear Construction
- Winter Control
- Stolen Signs
- Speed
- Sign Pollution
- Asset Management
- ATV's on Nature Conservancy Trails

5. New Business

a) Further detailed discussion on items identified in 4 a) Future Topics

The Director requested that the Committee identify the priorities as listed.

Sydenham Water

An open house is still being planned. The Director is meeting with Utilities Kingston to discuss the water filling station project. There is a developer interested in discussing the extension of the water system to the Portland /Loughborough Boundary Road. He suggested that there should be some focus on getting more connections to the system within the current boundaries.

Solid Waste Collection

The Director commended the existing contractor on his cooperation and how quickly and adaptable he has been to the expanded contract. There are still some issues to be addressed, and updates are being posted to the website. The area south of Loughborough Lake in Storrington District will now be collected by the township trucks along with Portland District, with the rest being done by the P. Snider Haulage, the contractor. Household counts are being monitored with help from the GIS staff. Garbage and recycling will be collected on the same day in all areas of the township in four days, when there is a statutory holiday the collection moves ahead one day for the entire township. This eliminates double pick up days and the need for Saturday collection.

Mayor Vandewal questioned providing clarity to residents of Storrington District that the outgoing contractor chose to not renew the contract with the township as there appears to be some misinformation in the community.

Communal Collection Depots

Councillor Morey asked for an update on the private lane collection as there had been some extra collection after holiday weekends and recognized the challenges with continuing this service with new contracts.

Mark Segsworth indicated that this had been done for some of the private lanes and spoke to the annual meetings that have been held with the associations. There is a challenge with some of the depots not working well for various reasons. There is an issue with Mica Point Lane. There may be a need to invest more education, time and funding into some of these communal collection areas. Mr. Segsworth suggested taking the committee on a tour to view what communal collection sites are working well and where there are challenges.

Councillor Revill felt there are a number of factors that have lead to additional concerns this year, more cardboard due to increased use of couriers. Frye Lane is an example of a lane with no association with one small bin being utilized by more than the local residents. He spoke to experience on his own lane with a bed frame and microwave being dropped off, the challenge remains that no one is taking responsibility for the clean up. Councillor Revill was sympathetic to those who aren't able to access a landfill and bins are already full which then results in wildlife making further messes. There are challenges with having space available for additional bins on the lanes. He felt this needs to be looked at before next summer.

If there are budget implications, Mayor Vandewal suggested that there be some type of program in place similar to the private lane upgrade assistance.

It was agreed that this is one of the committee's priorities.

The Director will check with other municipalities (like Kawartha Lakes) who have similar private lane development to see what they might be doing to

address communal collection.

The CAO noted that in a recent Ontario Realtors Association article that South Frontenac has been listed as one of the top cottaging destinations in Ontario. There will be unique pressures coming with cottage owners and short term rentals (air bnb market) in managing garbage and recycling.

Mayor Vandewal noted that we do provide pick up in rural areas unlike some other rural municipalities who do not provide this service.

Councillor Revill noted that the closure of some of the northern sites may have affected the increase in misuse of communal bins.

The Director felt this was very much tied to the landfill optimization initiative. The Green Bay site is open currently. He does not believe that things were better ten years ago as some residents have indicated. The capacity left is about 25 years combined based on current fill rate.

In response to Mayor Vandewal's inquiry about taking more to Waste Management, the Director noted that all bulky items are being taken there now, items like mattresses that can not be compressed easily.

Multi-Year Linear Construction

Chairman Sleeth asked about Deyos and Carrying Place Road and if they will be completed this year as they have been in the plan for four years.

Mark Segsworth explained that a previous Council had agreed to slow down on gravel road upgrades in order to acknowledge the Road 38 asset looming on the horizon. Therefore these two roads were the focus as fill in work to be done in the fall. Deyos Road/Bunker Hill was slated for 2021 budget with Carrying Place to be completed in this years budget. He is recommending that we push back some other projects and complete these two projects. Mr. Segsworth indicated that he will be revising the Linear Asset program based on this discussion. We will be looking at tying up a lot of these smaller projects in 2021.

Mayor Vandewal would like to see a one page document that clearly outlines what work is to be done each year outside of the multi year plan. He often gets questioned about what work is being done in each year and ensure that they are completed within the year budgeted, recognizing that some projects take more than one year.

The CAO noted that one of the challenges is that many municipalities do not do multi year approvals so we end up coming back for additional approvals and we are ambitious in the type of capital project work we do in-house. Sometimes there are opportunities to initiate capital projects or get certain parts of done because you have the work force available. He agreed that carry overs and that approach to budgeting can make things confusing. An RFP is out for budget software to give the township the opportunity to look at multi year budgeting for three years down the road. Separate allocations for engineering, design, contracted services versus in housework will be looked at for separating out.

The Director spoke to this years' challenges with the delay in getting material to complete some projects. He noted the asset management approach and working in conjunction with L & A to coordinate the Yarker Road project. The freeze and thaw cycle in winter has also affected the way in which projects were prioritized.

Chairman Sleeth asked for an update on the drainage issue along Perth Road where a farmer had requested some assistance with tile drainage agreeing to pay 50% of the costs. It was noted unfortunately that verbal agreements are no longer adequate and going forward written agreements may be required before any work is undertaken by the township. There are issues with downstream neighbours that he is dealing with.

Mayor Vandewal noted that it is unfortunate but the reality is we may need written agreements and agree that the township's responsibility to deal with drainage within the township road allowance.

Hinchinbrooke Road is a 2021 project, it was pulverized this year and unfortunately this was not the right move and will not be the approach taken in the future.

Winter Control

The Director indicated that this is an area to continually monitor and requested input on how things are going. This will be reviewed at budget time and as part of the alternate service delivery.

Stolen Signs

This is not a priority but comes in waves from a Public Services perspective and the Director wanted the committee to be aware of this issue.

Speed

This continues to be a problem throughout the township. Central Frontenac has implemented speed limits on their roads based on the Highway Traffic Act that defaults to 80 km per hour outside of built up areas.

The Director noted there are some roads that are classified higher than they ought to be and therefore there would be budget implications for signage to reduce the posted speed limits. A public education campaign has been discussed. He noted that there is a Council motion to look at speed throughout the township.

Mayor Vandewal noted that there are some roads where drivers couldn't do 80 kilometres per hour on. He suggested that we need to start moving a lot of roads to the appropriate speed and be more aggressive about doing so. There had also been discussion about utilizing the mobile signs to indicate the speed of drivers on those roads where complaints have been received. He forwarded a request to reduce the speed around Wolfe Lake to 60 kilometres.

Councillor Morey agreed and noted the relationship between improving roads that result in drivers going faster.

This issue was identified as one of the priorities. Additional signage should also be included in the upcoming budget. It was recognized that it has been challenging to utilize mobile signage this summer as there haven't been staff resources to do so with the reduction of summer students.

Sign Pollution

This issue has been discussed at a previous Public Services meeting and at Senior Management Teams meetings. The Director felt there is a need to be more objective about this, what is acceptable and what is not.

The CAO noted that the issue had been undefined as to what the perceived

problem is. There is existing regulations for signage included in the Roads and Parking By-law. If we were to enforce these regulations as they stand we would need a dedicated employee in Public Services to identify areas of concern. It is not an small undertaking if this Committee and Council wants to have more dedicated resources to this issue throughout the township.

The Committee was supportive of reacting to alleged sign pollution on a complaint basis. It may also be prudent to have Public Services staff remove them if they are in violation or outdated. Real estate signs at intersections continue to be one the issues.

Asset Management

An updated presentation will be forthcoming to a future Committee of the Whole meeting.

ATV's on Nature Conservancy Trails

Chairman Sleeth recognized that this is an issue in the Milburn Creek area where they have spend a lot of time in improvements and there is a lot of use. Cutting fence and removing gates has been a problem. It was suggested that the township could assist with signage to help address this. It is an asset to the municipality.

Mark Segsworth indicated that the over all goal is to tie all of the trails together.

Councillor Morey asked for clarity on whether or not the Nature Conservancy wants ATV's on their trails and if there was any club that would work with ATV users to discuss their concerns about trail use. The Director confirmed that it is intended for passive recreation. There is an ATV club in Portland District but he is not aware of one in the Storrington area. Historically these trails have been used by ATV's and communicating a change in use is challenging.

b) Updates on 2020 Capital Projects

Mark Segsworth reported that Petworth Road, North Shore Road and Desert Lake Causeway will all be hard topped this year. Guiderails need to be installed before the hard top is put in place.

Mayor Vandewal relayed numerous compliments he received about the dock that was put in and thanked the township for this great asset at Desert Lake.

6. Other Business:

a) Mayor Vandewal noted the growing pile of bale and plastic wrap at the Household Hazardous Waste Facility at 2491 Keeley Road as there is no longer a market for it. He suggested that we should also be advertising that we are no longer accepting it.

Mark Segsworth responded that the previous market for it no longer exists. he will reach out to the groups to advise them that we will no longer be accepting it. It was noted that it will be interesting to see what changes will come into effect with full producer responsibility for this type of material. There is a company out of London who are still accepting it, but transportation costs need to be considered if the township were to ship it there. He will bring this back to the Committee in October.

b) Chairman Sleeth noted a concern he received from a resident near the intersection of Applewood Lane and Keir Road for a yield or stop sign where drivers come out of Applewood Lane. There is no existing signage.

There was also discussion about the need for signage for parking near Gilmour Point.

c) Councillor Morey inquired about signage posted for the speed limit reduction on Snider Road.

7. Next Meeting: September 17, 2020

a) It was agreed to resume future meetings on the third Thursday of each month.

8. Adjournment:

a) The meeting was adjourned at 9:40 a.m.

Resolution No. 2020/08/26-PSC-02
Moved by Councillor Morey
Seconded by Councillor Revill
That the meeting be adjourned at 9:40 a.m.

Carried

HARROWSMITH BEAUTIFICATION COMMITTEE MEETING

MINUTES

MONDAY, AUGUST 31, 2020

7:00 PM

1. Meeting called to Order. At 7:00pm

2. Present: Brenda Crawford, Brenda Taylor, Ray Leonard and Pam Redden. Regrets: Aimanda Dirksen and Sean Irish.

Guest: Mark Segsworth.

3. Approval of Minutes of Previous Meeting: Moved by Brenda Crawford. Seconded by Ray Leonard. All in favour.

4. Business Arising from Previous Meeting – None.

5. New Business.

Brenda Crawford spoke about the disrepair of the Welcome to Harrowsmith sign on Hwy 38, weeds growing around sign, garbage bins in Centennial Park are always full. Brenda asked Mark Segsworth about shrubs, trees and rocks for Parkette. Mark said the Harrowsmith sign would be replaced with a new sign that is the same as other village signs that have been replaced.

Brenda to get in touch with Dale Baker to attend our next meeting as well as Mark Segsworth.

Fall display will include scarecrows, pumpkins and 3 bales of straw.

Township to install Christmas wreaths.

Committee decided to leave blue ribbons on tree.

Brenda to speak to Bill Day about plaques for benches.

Brenda made a motion to get a Bistro table and chairs. Moved by Brenda Crawford Seconded by Brenda Taylor, all in favour.

Motion to Adjourn at 7:40pm Moved by Brenda Crawford Seconded by Pam Redden.

TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2020-49

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND THE CLERK TO EXECUTE A SITE PLAN AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC AND DENISE AND BRUCE WRIGHT.

WHEREAS a Site Plan and Site Plan Agreement have 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 Site Plan Agreement between the Corporation of the Township of South Frontenac and Denise and Bruce Wright, 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 property described as Part Lot 18, Concession 4, Part 1 13R19169 and Part 2, 13R21557, Geographic Township of Loughborough, Township of South Frontenac, municipally known as 3898 Greenfield Road.

3. THIS By-law shall come into force and effect in accordance with Section 41 of the Planning Act 1990, either upon the date of passage or as otherwise provided by the said Section 41.

Dated at the Township of South Frontenac this 6th day of October, 2020.

Read a first and second time this 6th day of October, 2020.

Read a third time and finally passed this 6th day of October, 2020.

THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC

_____

Ron Vandewal, Mayor

_____

Angela Maddocks, Clerk

TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2020-50

Being a by-law to amend By-law 2003-75, as amended, to rezone land from Limited Service Residential – Waterfront to Waterfront Residential – Special Exception (RW-47) on lands described as 316 Koen Road, Part of Lot 25, Concession 6, District of Loughborough: Potts

WHEREAS pursuant to the provisions of 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 from Limited Service Residential – Waterfront (RLSW) to Waterfront Residential – Special Exception (RW-47) for the lands shown on Schedule "1".

2. **THAT** Zoning By-law number 2003-75 as amended is hereby further amended by adding a new section RW-47 (316 Koen Road, Part of Lot 25, Concession 6, Loughborough District – Potts), immediately after Section RW-46 (2529 Devil Lake Road, Part of Lot 7, Concession 8, Bedford District – Leone-Ganado and Otis) to read as follows:

   RW-47 (316 Koen Road, Part of Lot 25, Concession 6, Loughborough District – Potts)

   Notwithstanding the provisions of Section 8 or any other provision of this By-law to the contrary, on the lands zoned Special Waterfront Residential (RW-47), the following provisions shall apply:

   - *For the principal building*
     - *a) Lot Coverage (Maximum) — 7.5%*
     - *b) Front Yard (Minimum) — 19.8 Metres (65 ft.)*
     - *c) Rear Yard (Minimum) — 8.8 Metres (29 ft.)*
     - *d) Set back from high water mark or floodline (Minimum) — 8.8 Metres (29 ft.)*
     - *e) Set back from top of bank (Minimum) — 5.3 Metres (17 ft.)*

   - *For accessory buildings*
     - *a) Lot coverage (Maximum) — 2.9%*
     - *b) An accessory building (detached garage)*
       - *a. shall be permitted between the principal building and the front lot line*
       - *b. Set back from front lot line (Minimum) — 7.6 Metres (24.9 ft.)*
       - *c. Western Interior Side Yard (Minimum) — 1.5 Metres (5 ft.)*

   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 6th day of October, 2020.

   Read a first and second time this 6th day of October, 2020.

Read a third time and finally passed this 6th day of October, 2020.

THE CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC

_____

Ron Vandewal, Mayor

_____

Angela Maddocks, Clerk

Schedule 1

This is Schedule "1" to By-law No. 2020-50

Passed this 6th day of October, 2020

_____

Ron Vandewal, Mayor

_____

Angela Maddocks, Clerk

TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2020- 51

Being a by-law to authorize the Mayor and the Clerk to execute a site plan agreement between the Corporation of the Township of South Frontenac and Clayton Potts and Margaret Potts.

WHEREAS a Site Plan and Site Plan Agreement have 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 Site Plan Agreement between the Corporation of the Township of South Frontenac and Clayton Potts and Margaret Potts, a copy of which is attached hereto forming part of this By-law.

2. THAT the Agreement shall be registered on title of the property described as Part of Lot 25, Concession 6, Part 1 of Plan 13R-15577 and Part 1 of Plan 13R-21574, District of Loughborough, Township of South Frontenac, municipally known as 316 Koen Road.

3. THIS BY-LAW shall come into force and effect in accordance with Section 41 of the Planning Act 1990, either upon the date of passage or as otherwise provided by the said Section 41.

Dated at the Township of South Frontenac this 6th day of October, 2020.

Read a first and second time this 6th day of October, 2020.

Read a third time and finally passed this 6th day of October, 2020.

THE CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC

_____
Ron Vandewal, Mayor

_____
Angela Maddocks, Clerk

TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2020-52

Being a by-law to authorize the Mayor and the Clerk to execute a site plan agreement between the Corporation of the Township of South Frontenac and Jeffrey Bumstead and Mary Kratzer.

WHEREAS a Site Plan and Site Plan Agreement have 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 Site Plan Agreement between the Corporation of the Township of South Frontenac and Jeffrey Bumstead and Mary Kratzer, a copy of which is attached hereto forming part of this By-law.

2. THAT the Agreement shall be registered on title of the property described as Part Lot 1, Concession 12, Parts 10 to 12 on Plan 13R3809, District of Bedford, Township of South Frontenac, municipally known as 10 Barrett Lane.

3. THIS BY-LAW shall come into force and effect in accordance with Section 41 of the Planning Act 1990, either upon the date of passage or as otherwise provided by the said Section 41.

Dated at the Township of South Frontenac this 6th day of October, 2020.

Read a first and second time this 6th day of October, 2020.

Read a third time and finally passed this 6th day of October, 2020.

THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC

_____

Ron Vandewal, Mayor

_____

Angela Maddocks, Clerk

TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2020-53

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND THE CLERK TO EXECUTE A CONDOMINIUM AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC AND MAGENTA WATERFRONT DEVELOPMENT CORPORATION & 1324789 ONTARIO INC. FOR DEVELOPMENT AT JOHNSTON POINT

WHEREAS the owners of Johnston Point, the Township of South Frontenac and the County of Frontenac reached a settlement with respect to a draft plan of condominium; AND WHEREAS the Ontario Municipal Board approved the draft plan of condominium for the owner's lands and imposed draft plan conditions for final approval pursuant to the Planning Act of Ontario as amended;

AND WHEREAS it is a condition of draft plan approval that the owners enter into a condominium agreement with the Township of South Frontenac and register the agreement on title to the owners' lands;

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

1. **THAT** upon the signing of the condominium agreement by both property owners, the Mayor and the Clerk are hereby authorized to execute a Condominium Agreement between the Corporation of the Township of South Frontenac and Magenta Waterfront Development Corporation and 1324789 Ontario Inc., substantially in the form as attached hereto.

2. **THAT** this By-law and Agreement shall be registered on title of the property described as Units 1-15 and Blocks 16-19 inclusive all as shown on a draft Plan of Condominium dated February 26, 2016, last revised March 31, 2016, prepared by FoTenn Consultants Inc. and certified by Ronald Clancy, Ontario Land Surveyor; more particularly described as Part of PIN 36283-0627 (LT):

FIRSTLY:

Part Lot 24, Concession 7, Loughborough, designated as Part 3 on Plan 13R-22257 and Part 1 on Plan 13R-21493 save and except Part 1 on Plan 13R-22257; Township of South Frontenac

SECONDLY:

Part of Lots 23 and 24, Concession 6, Loughborough, designated as Parts 5 and 6 on Plan 13R-22257 and Parts 5, 8, 9, 10, 11, 12, 13 and 14 on Plan 13R-21493, save and except Parts 7 and 8 on 13R-22257 and save and except Part 3 on 13R-21591; Township of South Frontenac

THIRDLY:

Part of the road allowance between Concessions 6 and 7, Loughborough, designated as Part 3, Plan 13R-21493 and Part 4 on Plan 13R-22257, stopped up and closed by By-Law No. 2016-28 as in FC222953; Township of South Frontenac

3. **THIS BY-LAW** shall come into force and effect in accordance with section 51(26) of the Planning Act, either upon the date of passage or as otherwise provided by the said section 51(26).

Dated at the Township of South Frontenac this 6th day of October, 2020.

Read a first and second time this 6th day of October, 2020.

Read a third time and finally passed this 6th day of October, 2020.

THE CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC

_____

Ron Vandewal, Mayor

_____

Angela Maddocks, Clerk

TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2020-54

BEING A BY-LAW TO REGULATE OPEN AIR BURNING IN THE TOWNSHIP

WHEREAS the Corporation of the Township of South Frontenac has a responsibility to protect life and property from risks of fire;

AND WHEREAS Section 2 of the Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4 outlines a Municipality's responsibility for the provision of Fire Protection Services;

AND WHEREAS Section 7.1 Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4 permits a municipality to pass By-laws that regulate fire prevention and the setting of open-air fires within the municipality;

AND WHEREAS Section 391 of the Municipal Act, 2001, S.O. 2001, c.25, provides that despite any Act, a municipality and a local board may pass By-laws imposing fees or charges on any class of person, for services or activities provided or done by or on behalf of it or for costs payable by it for services or activities provided or done by or on behalf of any other municipality or local board;

AND WHEREAS Section 398 of the Municipal Act, 2001, S.O. 2001, c.25, permits the Treasurer of a local municipality to add fees and charges imposed by the municipality, upper-tier municipality or local board, respectively, to the tax roll for a property in the local municipality and collect them in the same manner as municipal taxes;

AND WHEREAS Section 429 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended provides that Subject to subsection (4), a municipality may establish a system of fines for offences under a by-law of the municipality passed under this Act. 2006, c. 32, Sched. A, s. 184

AND WHEREAS Section 441.1 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended provides that the treasurer of a local municipality may add any part of a fine for a commission of a provincial offence that is in default under section 69 of the Provincial Offences Act to the tax roll for any property in the local municipality for which all of the owners are responsible for paying the fine and collect it in the same manner as municipal taxes.

NOW THEREFORE the Council of The Corporation of the Township of South Frontenac hereby enacts as follows:

DEFINITIONS

1. In this by-law,

(a) "Approved Brush Pile Fire" means an Open Air Fire, having a maximum fuel volume of 3 meters x 3 meters, that is set and maintained for the sole purpose of burning piled wood, brush or leaves.

(b) "Approved Incinerator Fire" means an Open Air Fire set in a container designed for incineration purposes and constructed completely of non-combustible material that is placed atop not less than 4 cm of sand or mineral soil extending not less than 30 cm beyond its perimeter, and having a maximum volume of 202 litres and an outlet or exhaust opening covered by a screen having a mesh of not more than 5 mm.

(c) "Approved Pit" means an area of ground that has been completely cleared of combustible material and lined with a minimum thickness of 15 cm of sand or mineral soil that will extend a minimum of 30 cm beyond the limit of the fuel used for a Camping Fire.

(d) "Barbeque" means a portable or fixed device designed and intended solely for the cooking of food in the open air but does not include outdoor fireplaces or campfires.

(e) "By-law Enforcement Officer" means a person appointed by Council of the Township as a by-law enforcement officer for the Township.

(f) "Camping Fire" means a fire, having a maximum fuel volume of .6 meters x .6 meters x .6 meters, that is set and maintained solely for the purposes of cooking food, providing warmth or recreational enjoyment and;

i. The site of the fire is bare rock or other non-combustible material.
ii. The fire is at least three (3) meters from any flammable material.
iii. The space above the one (1) meter area around the fire is at least six (6) meters from vegetation.
iv. The fire does not exceed one (1) meter in height and one (1) meter in diameter.

(g) "Cooking Fire" means a fire used for cooking food and contained within an approved containment area or an approved outdoor fireplace.

(h) "Evaporator" means a device that is an enclosed burning appliance intended to provide a wood or fuel burning fire for the purposes of generating heat to evaporate liquids such as, but not strictly limited to, the production of maple syrup.

(i) "Fire Chief" means an officer of the Fire Department appointed as such by municipal by-law and includes a Chief Fire Official.

(j) "Fire Department" means South Frontenac Fire and Rescue that serves the Township of South Frontenac.
(k) “Flying/Floating Lanterns” means a combustible material warm air floating device which uses an open flame for floatation
(l) “FPPA” means the Fire Protection and Prevention Act, S.O. 1997, c4, as amended, and the regulations enacted thereunder as amended from time to time, or any Act or Regulation enacted in substitution therefor
(m) “Highway” means a common and public highway and includes any bridge, trestle, viaduct or other structure forming part of the highway and except as otherwise provided, includes a portion of the highway
(n) “Household Waste” means combustible material such as plastics, paints, oils, solvents, rubber, insulation, batteries, acids, polystyrenes (Styrofoam), pressure treated or painted lumber, tires, upholstered furniture, synthetic fibers, diapers and hazardous waste as defined in the Environmental Protection Act and all other similar and like materials
(o) "Open Air Fire" means a fire set in the open air for the purpose of burning grass, tree limbs and other combustible material, and includes fires in barrels, drums, incinerators and pits, but does not include a recreational fire as defined in this bylaw.
(p) "Ontario Fire Code" means O. Reg. 213/07 made under the Fire Protection and Prevention Act, S.O. 1997, c.4, as amended.
(q) “Outdoor fireplace” means a manufactured, noncombustible, enclosed container designed to hold a small fire for decorative purposes and includes, but not strictly limited to, a chiminea or fire bowl
(r) “Owner” means any person, firm or corporation having control over any portion of the building or property under consideration and includes the persons in the building or property.
(s) “Permit” Means an approved document prescribed in this bylaw and issued by the Corporation of the Township of South Frontenac that shall be obtained by an owner of a property and for each separate property owned, related to setting, maintaining, or allowing a fire to be set or maintained, and includes Open Air Burning
(t) "Person" includes an association, firm partnership, or corporation.
(u) “Recreational Fire” means a fire that includes, camping fire, cooking fire, outdoor fireplace, evaporator fire, a fire contained in a barbeque.
(v) "Smudge" means a controlled and closely supervised Open Air Fire that is set for the purposes of protecting crops from frost or for relieving distress from biting insects in livestock
(w) "Township" means the Corporation of the Township of South Frontenac.

PROHIBITIONS

2. At any time, no Person shall,

(a) Set, maintain a fire, or allow a fire to be set or be maintained, including:

i. Any unauthorized Open Air Fire, or

ii. Any unauthorized Recreational Fire, or

iii. Any Recreational Fire or Open Air Fire, in such a manner that interferes with the enjoyment of adjoining lands or jeopardizes the safety of a highway, through the escape of smoke or ash.

iv. A Smudge, without first notifying the Fire Chief 48 hours in advance of the date, location, and other details relating to the proposed Smudge and complying with any restrictions or conditions on the setting and maintenance of the Smudge as may be imposed by the Fire Chief in his or her sole discretion.

(b) Set or maintain a Recreational Fire or an Open Air Fire or allow either to be set or be maintained in contravention of:

i. The Ontario Fire Code;

ii. The Fire Prevention and Protection Act, S. O. 1997, c.4:

iii. The Forest Fires Prevention Act, R.S.O. 1990, c. F.24;

iv. The fire safety precautions set forth under Section 3 of this by-law;

v. The terms of any ban or prohibition order in connection with Open Air Fires and issued by or on behalf of the Government of Canada, the Government of Ontario, the Fire Chief under authority of this by-law and the FPPA, or any other official acting within the scope of his or her statutory powers

vi. or any other statutory requirement of the Province of Ontario or the Government of Canada; or

(c) At any time, set off, ignite, or allow the use of a Flying/Floating Lantern of any type that operates on the use of any fire or any type of open flame heating source.

SAFETY PRECAUTIONS

3. Any person setting, maintaining or permitting the ignition or maintenance of a Recreational Fire or an Open Air Fire shall ensure that the burning is done strictly in accordance with the following fire safety precautions and in addition to obtaining a permit as prescribed in this bylaw:

(a) All materials to be burned shall be dry,

(b) No person shall burn any:

i. Building or structure of any kind or size; or

ii. Hay, straw or standing material, unless approved by the Fire Chief or Chief Fire Official; or

iii. Petroleum products, plastics, rubber, painted lumber, tires, pesticides, insecticides, herbicides, aerosol cans, fuel tanks, carpeting, mattresses, nylon,
Styrofoam or anything else that will cause excessive smoke or fumes; or

iv. Material prohibited by the Ministry of the Environment, or
v. Any household waste or commercial garbage

(c) No Recreational Fire or Open Air Fire shall be set or maintained;
i. On any public or Township property other than a township landfill site if approved by the Fire Chief or Chief Fire Official;
ii. Within ten (10) meters of a Township road, road allowance, or highway; or
iii. Within six (6) meters of a building, forest, wooded area, or the nearest abutting property; or
iv. Within three (3) meters of any other flammable material; or
v. Under or within ten (10) meters of any hydro or telephone line or service.

(d) A person over the age of 18 shall be in attendance and shall supervise all Recreational Fires and Open Air Fires until they are fully extinguished.

(e) Equipment and other resources capable of controlling and quickly extinguishing all Recreational Fire and Open Air Fires shall be maintained at the site of the fire at all times.

(f) Hours of burning are restricted to those hours between sunrise and sunset, during the fire season from the 1st day of April to the 31st day of October, except a camping fire or cooking fire in an approved fire pit, barbeque, outdoor fireplace, or a township landfill site.

(g) Recreational Fires and Open Air Fires shall not be set in the presence of high winds in excess of 25 km/hr or any other adverse burning conditions.

(h) Any person setting or maintaining an Open Air Fire other than a Recreational Fire, shall first notify the Fire Department through the prescribed process of the Open Air Burn Permit System, of his or her name and telephone number and the location of the proposed burning.

LEVELS OF FIRE BAN

4.

(a) Level One (1) Ban - shall mean a fire ban, which restricts Open Air Fires but does not include Recreational Fire as defined in this by-law.

(b) A Total Fire Ban - shall mean absolutely no Recreational Fires and/or Open Air Fires but does not include cooking appliances with a mechanical shutoff, i.e.: propane or naphtha gas cooking equipment.

(c) The Chief Fire Official, will assess the need for a Level One (1) or Total Fire Ban on a daily basis

(d) When fire bans are ordered by a Chief Fire Official, he or she will advise the CAO and Council as well as the media and other agencies.

ADMINISTRATION AND ENFORCEMENT

5. This by-law shall be administered and enforced by a Chief Fire Official, By-law

Enforcement Officers, or such other person as Council of the Township of South Frontenac may designate.

6. The Chief Fire Official may approve commercial fireworks displays for special occasions during a Level One (1) or Total Ban.

7. The Chief Fire Official may, at any time, and in the exercise of his or her sole discretion, issue a fire ban, effective for a specified period of time, prohibiting the setting of any and all Recreational Fires and Open Air Fires within any area of the Township based on the following:

(a) A lack of precipitation that, in the opinion of the Chief Fire Official, increases the risk of the spread of fire;
(b) Winds that, in the opinion of the Chief Fire Official, increase the risk of the spread of fire;
(c) Current MNRF fire indices indicate a HIGH or EXTREME fire hazard and in consultation with Frontenac Provincial Park.
(d) The issuance, by a Chief Fire Official, Fire Marshall, or other fire officials in the exercise of his or her statutory powers, of a fire ban or prohibition against any and all Recreational Fires and/or Open Air Fires; or
(e) Any other condition that in the opinion of the Chief Fire Official will increase the risk of the spread of fire.

PERMIT PROVISIONS

8. a) The application for a permit shall be in the form as set out by the Chief Fire Official and shall include:
i) the applicable fee as set out in Schedule "A" of this bylaw, and
ii) permit holder sign-off of acceptance and compliance with this bylaw.
b) Permits are issued at the discretion of the Chief Fire Official,
c) A permit must be obtained for any and all burning. This includes all Recreational Fires and Open Air Fires.
d) Notifications must occur through the permit system for all Open Air Fires but are not required for Recreational Fires.
e) Prior to granting approval through the prescribed permit process to conduct an Open Air Fire, the Chief Fire Official may give consideration to:
i) the results of an on-site inspection, if required by the Chief Fire Official; or
ii) the size of the proposed fire and type of materials to be burned; or
iii) the safety measures and supervision arrangements proposed; or
iv) the time of year and the time of day; or
v) the type of special event; or
vi) any other relevant considerations.
f) The Chief Fire Official may attach such conditions as deemed appropriate to

any permit granted for Recreational Fires or Open Air Fires.

g) The holder of the permit shall keep the permit or a copy of the permit at the burning site specified in the permit.

h) Any permit holder who is in violation of this By-law shall have their permit summarily revoked and all fires shall be immediately extinguished.

i) Despite the existence of a valid burning permit, the Chief Fire Official may suspend, without recourse, any and all burning permits and cause to be extinguished any fire until such conditions as the Chief Fire Official may indicate are met.

j) The Chief Fire Official may refuse to approve or issue a permit for a fire or an open air fire, if the proposed fire or open air fire would be in contravention of this By-law; if the owner, occupant or permit holder has, in the past, contravened the provisions of this By-law or has not complied with any conditions attached to a permit issued pursuant to this By-law.

k) The Chief Fire Official may withdraw a permit if, in the Chief Fire Official's opinion, the fire is causing a negative impact, smoke produced by the fire is causing visibility concerns on roads in the area of the burn, the weather has deteriorated or conditions have become unfavorable for a Recreational Fire or an Open Air Fire, conditions attached to the granting of a permit are not being adhered to or any provision of this By-law is being contravened.

INSPECTION POWERS

9. A Chief Fire Official, By-law Enforcement Officer or a Police Officer may at any time inspect any Recreational Fire or Open Air Fire to ensure that the provisions of this by-law have been and are being complied with and the person who has the care and control of such fire shall provide the Chief Fire Official, By-law Enforcement Officer or the Police Officer with free and unobstructed access to the Recreational Fire or Open Air Fire.

10. Upon inspection, the Chief Fire Official, By-law Enforcement Officer or Police Officer may where there are reasonable and probable grounds that any offence under this by-law has been committed, request any person believed to have committed such offence to provide suitable identification and information.

FEES

11. Where non-compliance and contravention of this bylaw is confirmed and in addition to any fines or penalties established elsewhere in accordance with this by-law, the person or persons responsible for setting or maintaining, or permitting to be set or maintained, a Recreational Fire or an Open Air Fire shall be liable to the Township by way of a fee or charge, as calculated in accordance with

Schedule "A" to this by-law, on account of those costs and expenses incurred by the Township in:

(a) Investigating and responding to a complaint made to the Township or the Fire Department by any person acting reasonably and in good faith, which complaint results from setting and/or maintenance of a Recreational Fire or an Open Air Fire and, in the opinion of the Chief Fire Official, smoke or emissions from such fire or Open Air Fire were causing or had caused actual discomfort to the complainant; and
(b) The dispatching of Fire Department vehicles and fire-fighting personnel for the purpose of extinguishing the Recreational Fire or Open Air Fire where non-compliance or contravention of this bylaw exists.

12. All fees and charges payable under this by-law are due and owing to the Township within thirty (30) days of the date of an invoice rendered to the person liable to pay them.

13. All overdue accounts shall accrue interest at the rate of 1.25% per month (15% per annum), calculated monthly, from the due date until paid in full.

14. If a person who sets or maintains a fire or Open Air Fire contrary to this by-law is not the owner of the property but occupies or is using the property with the owner's consent, the owner of the property shall be liable to pay any fees and charges imposed by this by-law.

15. All fees and charges payable under this by-law constitute a debt of the person liable for payment of them to the Township and, in the case of owners of a property being responsible for payment of the fees and charges, the Township may add the amount owing to the tax roll for the owner(s) real property and collect them in like manner as municipal taxes.

16. The Chief Fire Official has full discretion when applying the fees for non-compliance or contravention of this bylaw outlined in Schedule "A". This includes determining the severity of the non-compliance and contravention and the results of non-compliance and contravention. This may be determined based on the appropriate number of fire department resources required to control, extinguish, and/or mitigate the hazards associated with any Recreational Fire or Open Air Fire.

PENALTIES

17. Every person who contravenes or causes or permits the contravention of any

provision of this bylaw is guilty of an offence, pursuant to the provisions of the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended.

GENERAL

18. If any clause or part of this By-law is found to be illegal or beyond the power of the Township's Council to enact, such clause or part shall be deemed to be severable from all other clauses or parts of this By-law.

19. This by-law shall be known as the Open Air Burning By-law.

20. By-law 2004-107 as amended by 2012-68 is hereby repealed on the 1st day of January 2021.

21. This By-law shall come into force on the 1st day of January 2021.

Dated at the Township of South Frontenac this sixth day of October 2020.

Read a first and second time this sixth day of October 2020.

Read a third time and finally passed this sixth day of October 2020.

THE CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC

_____

Ron Vandewal, Mayor

_____

Angela Maddocks, Clerk

SCHEDULE 'A' TO BY-LAW NO. 2020-54

Fee to respond to and investigate a fire or Open Air Fire complaint, if it is found that the fire or Open Air Fire is in non-compliance with this bylaw:

- **$150.00 per response of a Fire Department Officer**

Fee for dispatch of Firefighters and Fire Department Vehicles to investigate, extinguish, or mitigate the hazard associated with a fire or Open Air Fire complaint, if it is found that the fire or Open Air Fire is in non-compliance with this bylaw:

- **The current Ministry of Transportation rate per vehicle for the first hour and billed in 30 minute increments per vehicle for any time thereafter, plus,**

- **The wages of all fire-fighters responding to the call (a minimum of one incident pay rate as prescribed in By-law 2018-56 per firefighter)**

Fee for annual Permit:

- **$15.00 per permit**

  Note: If an owner, owns multiple properties, permits must be obtain for each individual property; however, no additional fees beyond the original $15.00 for the first permit, will be levied for the additional permits.

Fee for any fire or Open Air Fire without a valid permit or notification through the prescribed Permit Process:

- **$150.00**

Fee for burning unauthorized materials, materials not approved by this bylaw, household waste, commercial waste, or any other material in the opinion of the Chief Fire Official, that would have a negative impact on the environment and air quality with the Township:

- **$2000.00 and/or cost of response by firefighters and fire department vehicles (whichever is greater)**

Fee for making a complaint about an Open Air Burn that is false, frivolous, or vexatious in nature:

- **$150.00**

TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2020-55

BEING A BY-LAW TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER TO EXECUTE AND AGREEMENT WITH THE WESTPORT TELEPHONE COMPANY LIMITED (ALSO KNOWN AS WTC COMMUNICATIONS) FOR THE INSTALLATION OF A 140 FOOT COMMUNICATIONS TOWER AT THE PERTH ROAD FIRE HALL AND ACCESS FOR CONNECTION ON THE TOWER AT THE BURRIDGE FIRE HALL FOR THE PROVISION OF HIGH-SPEED INTERNET.

WHEREAS the Municipal act authorizes municipalities to enter into agreements with various companies for use of its property;

AND WHEREAS the Township of South Frontenac believes that entering into an agreement with WTC Communications to allow exclusive use of the Tower Site located at 5855 Perth Road and to allow for co-location space an existing tower located at 237 Burridge Road will provide improved wireless service to WTC customers.

AND WHEREAS the Township of South Frontenac supports the improvement of wireless service to rural residents;

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

1) That the Council of the Corporation of the Township of South Frontenac authorize the Chief Administrative Officer to execute the WTC Tower Site Agreement with the Westport Telephone Company Limited (also known as WTC Communications)

2) That the signed Agreement is attached hereto as “Schedule A”.

This by-law shall come into force and take effect on the date of its final passing.

Dated at the Township of South Frontenac this 6 day of October, 2020.

Read a first and second time this 6 day of October, 2020.

Read a third time and finally passed this 6 day of October, 2020

THE CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC

_____
Ron Vandewal, Mayor

_____
Angela Maddocks, Clerk

REPORT TO COUNCIL

Office of the Chief Administrative Officer

AGENDA DATE: October 6, 2020

SUBJECT: Social Media Usage Policy

RECOMMENDATION:

This report is for information only.

BACKGROUND:

Social media platforms have become a primary and often preferred means of communications for individuals, businesses and public sector agencies. Citizens use social media to stay informed of issues that impact their day to day lives and organizations use social media to deliver their important messages to a variety of stakeholders.

While Social Media is undoubtedly beneficial, it also provides a venue for comment and information that is inaccurate or can be damaging to individuals or organizations. For this reason, many organizations have established policies to govern employees' use of social media as it relates to their employment.

As per Council Policy HR# 001 (Human Resources Policies and Procedures Framework), the CAO is responsible for approving HR-related policies of this nature. This report is intended to advise Council of a formal policy being put in place to ensure that the use of Social Media by Township employees, be it in a personal or official capacity, is subject to terms which will protect the interests of both the Township and the employee.

ANALYSIS/DISCUSSION:

For the Township, Social Media platforms provide a means of pushing important information out to residents, visitors and businesses in a way that is cost-effective, instantaneous, and allows for levels of dialogue and engagement not previously available. Many municipalities have embraced the use of social media and other communications technologies as their primary means of engaging with citizens.

While South Frontenac's social media presence is currently limited, Council's strategic plan supports enhanced engagement and outreach efforts through these and other platforms. Strategic use of social media can also reduce demands on other forms of communications including email, telephone and in-person engagement.

<u>Personal Use</u>

Unlike some other forms of communication, an employees' personal use of social media can have implications on their workplace due to its permanency, its accessibility by a broad, often public audience, and its potential reach.

Courts in Ontario and elsewhere have found employees' inappropriate use of social media, be it during working hours, in an official capacity, or after hours through one's personal account, to be grounds for disciplinary action by their employer up to and including termination.

REPORT TO COUNCIL

Office of the
Chief Administrative Officer

For this reason, it is important that all employees of the Township are aware of their responsibilities and expectations as it relates to the use of social media and the relationship to their work environment.

In the case of a municipal government, the public's scrutiny of employee actions and the potential for them to confuse personal with official opinions or messages makes careful employee use of social media even more important.

The Social Media Usage policy incorporates feedback from the Township's solicitors and external HR consultant, in addition to language from other Municipal Social Media policies.

Previous Policy

Council approved a social media policy in September of 2017 (attached); however, this policy dealt primarily with service levels and how the Township would use social media in an official capacity to "push" out communications to residents. The policy does not speak to employee use of social media and functions as more of a standard operating procedure (SOP) for official posting.

Township use of social media has gradually increased as new platforms become available (e.g. Instagram), communication efforts have increased and staff resources have been added to support community outreach and public education.

The current policy, while not addressing human resource issues, will need to be updated or revoked in the near future to bring it in line with new positions, platforms and other public engagement efforts.

STRATEGIC PLAN ALIGNMENT:

Social Media Usage Policy supports:

> ***Strategic Priority #3*** *"Ensure the organizational capacity to deliver cost-effective services in a changing world"*

And specifically address the following strategic plan action item:

		TASK NAME	PRIORITY
C	5b	Prioritize and update HR policies	Increased

FINANCIAL/STAFFING IMPLICATIONS:

No financial implications. All Township staff will be made aware of the policy.

ATTACHMENTS:

1. Social Media Usage Policy
2. 2017 Social Media Policy (Procedures)

Submitted/Prepared by:

Jillian McCormick
Human Resource
/Legislative Compliance Officer

Approved by:

Neil Carbone
Chief Administrative Officer

Township of South Frontenac Policy			
DEPARTMENT: Human Resources			**POLICY #: HR-022**
POLICY: Social Media Usage			
DATE: September 30, 2020	**REV. DATE:**	**Scope: All Employees**	**Pages** 3
APPROVED BY: Chief Administrative Officer			

SOCIAL MEDIA USAGE POLICY

PURPOSE:

The Township of South Frontenac recognizes that social media has value in communication between the Township and its residents, visitors and other stakeholders. The Township will use social media, where appropriate, to provide the community with important updates and information on public events, projects, meetings, and other initiatives.

The purpose of this policy is to provide employees with guidelines and direction for the proper use of social media. This includes professional and personal responsibilities regarding the appropriate usage of social media.

This policy also sets out guidelines for the use of the Township of South Frontenac social media accounts and websites, ensuring that only those identified as Designated Users (as defined below) are posting and maintaining content on the Township's official accounts.

All employees of the Township have a shared responsibility to ensure that the positive image of the Township is maintained and upheld via Social Media. This policy applies to all Township employees at all times and without exception.

DEFINITIONS:

"Social Media": all forms of electronic communication through which users create or participate in online communities to share information, ideas, messages and other content. For the Purpose of this policy, these include, but are not limited to: Facebook, Instagram, Twitter, SnapChat, blogs, photo/video sharing, podcasts and any other social networking platforms.

"Designated Social Media User (Designated User)": Individuals approved by the CAO to post content to the Township's social media pages.

“Inappropriate”: any online comments, photographs, links or other content, which are meant to, or that the author/poster ought to have known would, defame, demean, intimidate, harass or offend.

POLICY:

Only Designated Users are permitted to post content on behalf of the Township on the official social media pages and website. The Township reserves the right to remove any comments, photos or other content deemed in its sole discretion to be inappropriate.

The guidelines below are to be followed by Township employees and Members of Council, when making posts or comments on any social media site whether it is public or private. Violations may result in disciplinary action, up to and including termination of employment, in accordance with the Township’s **Progressive Discipline Policy (#HR-010).**

i. Employees are not permitted to release any information on Social Media that is confidential to the Township or of any third party that has disclosed information to the Township. Confidentiality applies at all times.

ii. Posts or comments made by employees whether on or off duty, involving the following are not permitted:

- Discriminatory statements or sexual innuendos regarding management, employees, customers, residents, vendors or competitors.
- Inflammatory, unprofessional, or derogatory remarks made about the Township, its employees, customers, residents, vendors or competitors
- Comments regarding labour relations matters
- Any other material associated with the Township, its employees, customers, residents, vendors or competitors that is inappropriate (as defined above). Employees are expected to conduct themselves professionally on their personal social media, both on and off duty. All materials associated with an individual’s personal social media pages/accounts may reflect on the Township. Inappropriate comments, photographs, links, etc. must be avoided.

iii. Where an employee’s post might be perceived to be officially associated with the Township, they will be required to include a disclaimer stating that any opinions expressed are the employee’s own and does not represent the Township’s official responses, positions, strategies, or opinions.

iv. As employees of the Township, there is a responsibility to follow the **Employee Code of Conduct, (#HR-005)** respecting the dignity and rights of our colleagues/co-workers and the public we serve.

v. Employees must not make a false claim, expressly stated or implied to be factual, that may harm the reputation of the Township,

vi. Employees are expected to abide by these guidelines while using their personal social media accounts whether they mention the Township by name or not.

vii. Use of personal social media may not conflict with any of the Township's existing policies in any way.

CONFIDENTIALITY:

This policy is not intended to interfere with the private lives of employees, or impinge upon their right to freedom of expression. This policy is designed to ensure that the Township's image and standards are maintained.

The Township will adhere to all applicable legislation regarding privacy and freedom of information. The Township is subject to Ontario's Municipal Freedom of Information and Protection of Privacy Act (MFIPPA"), and other privacy legislation. Users should be aware that personal and other information contained in electronic correspondence (or printed versions thereof) which are directed to the Township are subject to MFIPPA and may be deemed releasable under this legislation, and that the anonymity or confidentiality of the sender and any information contained within the correspondence cannot be presumed or relied upon.

NON-COMPLIANCE:

Individuals who report to their supervisor/manager or Human Resources, suspicions that another person is in violation of this policy may do so in confidence, and the reporting individual's information and identity will be kept confidential to the fullest extent possible but subject to any disclosure requirements imposed by law.

Upon receipt of a complaint of non-compliance with this policy, Human Resources, in consultation with the employee's supervisor, will determine what, if any form of investigation is to be conducted. Failure to comply with this policy may result in disciplinary action, up to and including termination of employment, as prescribed in the **Progressive Discipline Policy (#HR-010).**

REPORT TO COUNCIL

CLERKS DEPARTMENT

AGENDA DATE: September 5, 2017

SUBJECT: Social Media policy

RECOMMENDATION

That Council adopt the Social Media Policy as presented.

BACKGROUND

The Township has indicated its desire to enhance communication with its residents as a means of improving engagement. Numerous times staff have been challenged to embrace social media as a means of reaching a broader community.

The Corporate Services Committee has acknowledged that maintaining a full social media presence is an un-resourced service and that in moving forward it is important to limit public expectations so that existing staff resources can address the issue. The policy builds on the detail of the existing website and will further promote material that is warranted to be posted to the "News and Public Notices" section of the website. The premise is, if it is important enough to be added to the front page of the website it is important enough to share on social media. The policy effectively limits social media postings to a "push" strategy carried out during business hours. Designated posters will not be responding to issues or requests on social media rather they will only posting material that meets the posting threshold.

This is seen as an initial step in expanding the Township's communication strategy and will be assessed over time.

The attached policy, developed by Mitchell Fox, Municipal Clerk Intern, and recommended by the Corporate Services Committee serves to provide the framework for South Frontenac's entry in to the social media realm.

FINANCIAL and STAFFING CONSIDERATIONS

None

ATTACHMENTS

Social Media Policy

Submitted/approved by:

Wayne Orr, CAO

South Frontenac Township

Social Media Policy

Purpose

This Social Media Policy establishes clear expectations and standards for the use of Social Media by the South Frontenac Township.

Objective

The distribution of useful information to the residents of South Frontenac Township through widely used Social Media platforms. Provide greater accessibility and transparency of Township business that will promote community engagement and market the Township to a broader audience.

Definitions:

Social Media**:** a collection of web based applications and tools that people use to share content, profiles, insights, experiences and perspectives that facilitate online conversations and interactions between groups of people.

Authorized Poster**:** Individuals approved by the Township to represent and post content to social media on behalf of the Township. Authorized Posters are the only persons with permission to communicate through social media on behalf of the Township.

User**:** All users of social media other than the Township's Authorized Posters.

Procedure

The Townships website www.Southfrontenac.net will remain the Townships primary and predominant internet presence for in-depth information, forms and online documents. All social media sites will be used as a secondary information source, and will direct visitors back to the appropriate section of the Township website.

Media types:

1) Facebook is a social networking website intended to connect friends, family and business associates – good news stories and Emergencies.

2) Twitter is a free-access, text-based social networking service. User updates, known as "tweets", are posts of up to 140 characters. New "tweets" are displayed on the user's web profile page and can be sent to their "followers" or those in their circle of friends.

Authorized Posters

The CAO or designate and the Executive Assistant are the only Township employees that are authorized to post and remove content from the Township's Social Media accounts.

No other Township employees or members of the public are authorized to post content on behalf of the South Frontenac Township.

If an employee of the Township wishes to post content to the Township's social media account that has not been featured on the 'News and Public Notice' section of the Township website (http://www.southfrontenac.net/en/news/search.aspx), a request must be submitted to the CAO.

Use

Authorized Posters shall not comment, reply or engage in any form of direct communication with Social Media users.

Authorized Posters shall only post or distribute content that is related to furthering the Townships interests in a manner that protects the Corporation's reputation.

There is no minimum requirement for posting content – Content shall be posted only if the material has been previously published on the 'News and Public Notice' section of the Township website (http://www.southfrontenac.net/en/news/search.aspx) or approved by the CAO.

Communication through social media and the use of associated technology, will take place during regular business hours and must comply with all other relevant corporate policies, procedures and guidelines as well as provincial and federal legislation.

Disclaimer

Third-party Social Media sites are private businesses with their own terms of service and privacy policies. The Township does not accept any responsibility for the operation of third-party Social Media sites and is unable to guarantee the privacy of individuals who access content provided to such sites by the Township. Images and comments posted by third parties do not represent the views of the Township. The Township will not be responsible for any losses or damages suffered as a result of using third party Social Media Sites. Those using social media participate at their own risk and for their own benefit; and in doing so accept that they have no right of action against Township related to such use. The Townships Social Media sites are provided on an "as is" and "as available" basis. The Township makes no representations or warranties of any kind, express of implied, as to the sites' operation or the information, content or materials included on these sites.

ADOPTED BY COUNCIL _____

TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2020-56

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 October 6, 2020 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 6 day of October, 2020.

Read a first and second time this 6 day of October, 2020.

Read a third time and finally passed this 6 day of October, 2020.

THE CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC

_____
Ron Vandewal, Mayor

_____
Angela Maddocks, Clerk