



## Township of South Frontenac Council Meeting Agenda



TIME: 7:00 PM,  
DATE: Tuesday, February 11, 2025  
PLACE: 3910 Battersea Road, Battersea.

1. Call to Order

- a) Resolution

*That the Council meeting of February 11, 2025 be called to order at \_\_\_ p.m.*

2. Declaration of pecuniary interest and the general nature thereof

3. Approval of Agenda and Addendum

- a) Resolution

*That the agenda be approved, as presented.*

4. Scheduled Closed Session

5. Recess

6. Public Meeting

- a) Resolution

*That the public meeting be called to order.*

- |    |  |         |
|----|--|---------|
| b) | Notice of Collection   | 5       |
| c) | Public Meeting for Reconstruction of Fish Creek Bridge   | 6 - 22  |
| d) | Public Meeting for Zoning By-law Amendment Application PL-ZBA-2024-0138, Murray, 1133 Sassy Tree Lane    | 23 - 57 |
| e) | Public Meeting for Zoning By-law Amendment Application PL-ZBA-2024-0131, McCaldon, 1015 Little Deer Lane | 58 - 65 |

- f) Resolution

*That the public meeting be closed.*

7. Delegations

8. Briefings

9. Approval of Minutes

- a) Resolution 66 - 70

*That the minutes of the January 30, 2025 Council meeting be approved.*

10. Reports Requiring Action

- a) Noise By-Law Exemption Request 71 - 72

*That Janssen Adriano be granted an exemption from Section 4, (Schedule 1, Clause 7) of By-law Number 2015-41, As Amended, "A By-Law to Prohibit and Regulate Noise Within The Township of South Frontenac", to permit the discharge of consumer fireworks at 86 Palmer Lane, Tichborne (Burridge Lake) on August 30, 2025 between 9:00 p.m. and 10:00 p.m.; it being understood that the exemption to discharge consumer fireworks does not permit the discharge of fireworks should the discharge of consumer fireworks be prohibited by other Township of South Frontenac By-Laws including but not limited to By-Law 2012-68, as amended, Ontario Regulations or Provincial Legislation.*

- b) Household Hazardous Waste Depot – Contract Extension 73 - 75

*That Council approve a two-year contract extension with Brendar Environmental for the operation of the Household Hazardous Waste Depot as per the terms and conditions of the offer of extension (Exhibit A) until March 31st, 2027.*

11. Advisory Committee Reports or Minutes

12. Reports Requiring Approval of By-laws

- a) P-PSAP Agreement 76 - 92

*That By-law 2025-04 being a By-law to authorize the signing of the new 911 Primary Public Safety Answering Point (P-PSAP) services agreement with the Ontario Provincial Police (OPP), be given first and second reading; and*

*That By-law 2025-04 be given third reading, signed and sealed.*

- b) Zoning By-law Amendment Application PL-ZBA-2024-0116, Brown, 6231 Battersea Road 93 - 103

*That By-law 2025-05 being a By-law to amend the zoning on lands known as 6231 Battersea Road, Part of Lot 17, Concession 11, District of Storrington, Township of South Frontenac, be given first and second reading; and*

*That By-law 2025-05 be given third reading, signed and sealed.*

- c) Public Meeting for Zoning By-law Amendment Application PL-ZBA-2024-0138, Murray, 1133 Sassy Tree Lane 104 - 105

*That By-law 2025-06 being a By-law to amend By-law 2003-75, as amended, to rezone a portion of the lands civically addressed as 1133 Sassy Tree Lane from RU to RLSW, be given first and second reading; and*

*That By-law 2025-06 be given third reading, signed and sealed.*

- d) 2025 Interim Tax Levy 106 - 111

*That By-law 2025-07 being a By-law to establish interim property taxes for 2025, be given first and second reading; and*

*That By-law 2025-07 be given third reading, signed and sealed.*

- e) LA-2025-001 (Featherston & D'Amour-Featherston) Licence 112 -

Agreement Application, 2498 Sands Road, Road Allowance Between Lot 6 and Lot 7 Concession 8 Storrington 123

*That By-law 2025-08 being a By-law to authorize the Mayor and Clerk to enter into a Licence Agreement with the applicants Taylor Featherson and Amanda D'Amour-Featherston for the purpose of recognizing the existing use of the unopened road allowance between Lot 6 and Lot 7 Concession 8 Storrington, be given first and second reading; and*

*That By-law 2025-08 be given third reading, signed and sealed.*

f) LA-2025-002 (Deaves and Archibald) Licence Agreement Application, 6438 Bedford Road, Road Allowance Between Concession 10 and 11, Lot 10 Loughborough 124 - 137

*That By-law 2025-09 being a By-law to authorize the Mayor and Clerk to enter into a Licence Agreement with the applicants Michael Deaves and Renee Archibald for the purpose of recognizing the existing use of the unopened road allowance between Concession 10 and 11, Lot 10 Loughborough, be given first and second reading; and*

*That By-law 2025-09 be given third reading, signed and sealed.*

g) LA-2025-003 (SNZ Holdings Inc.) Licence Agreement Application, 1425 Rutledge Road, Road Allowance Between Concession 4 and 5, Loughborough 138 - 151

*That By-law 2025-10 being a By-law to authorize the Mayor and Clerk to enter into a Licence Agreement with the applicant SNZ Holdings Inc. for the purpose of recognizing the existing use of the unopened road allowance between Concession 4 and 5, Loughborough, be given first and second reading; and*

*That By-law 2025-10 be given third reading, signed and sealed.*

13. Reports for Information

a) Public Services – Q4 Update 152 - 155

14. Committee of the Whole

15. Tabling of Documents

16. Communications

17. Notice of Motions

18. Rise and Report regarding County Council and External Boards

a) County Council

b) Cataraqui Conservation

c) Quinte Conservation

d) Rideau Valley Conservation Authority

e) Frontenac Community Arena Board

19. Announcements/Statements by Councillors

20. Closed Session (if requested)

21. Confirmatory By-law

a) Resolution

156

*That By-law 2025-11, being a by-law to confirm generally all actions and proceedings of the Council of the Township of South Frontenac, be given first and second reading.*

*That By-law 2025-11, being the confirmatory by-law, be given third reading, signed and sealed.*

22. Adjournment

a) Resolution

*That the Council meeting of February 11, 2025 be adjourned at \_\_\_\_ p.m.*

South Frontenac is a welcoming and thriving rural community

# Notice of Collection

- Personal information, as defined by the *Municipal Freedom of Information and protection of Privacy Act (MFIPPA)*, including (but not limited to names, addresses, opinions and comments, is collected under the authority of the *Municipal Act, 2001, Planning Act* and in accordance with *MFIPPA*.
- All personal information may form part of the meeting agendas and minutes, and therefore will be made available to members of the public at the meetings, through requests, and through the website of the Corporation of the Township of South Frontenac.
- Questions regarding the collection, use and disclosure of this personal information may be directed to the Township Clerk.



**SOUTH  
FRONTENAC**

# Public Meeting

Reconstruction of Fish Creek Bridge  
Summer 2025

Tuesday, February 11, 2025  
7:00 p.m. Council Meeting

# Public Meeting Statement

- The purpose of this public meeting is to hear comments and public feedback on the planned reconstruction of Fish Creek Bridge in 2025.
- This meeting is not a mandatory requirement of the Municipal Class Environmental Assessment Regulation (March 2023) for “Exempt” class projects.



# Meeting Format

1. Staff presents overall project
2. Questions from Council
3. Members of the public permitted to address Council
4. Council discussion
5. Close meeting



# How to Speak to a Project

- The Mayor will open the floor to public comments
- You will have five minutes to address Council
- In person
  - Raise your hand and wait for the Mayor to acknowledge you
  - Move to the table, turn on microphone, and clearly state your name for the record
- On Zoom
  - Click “Raise Hand” button to request to speak or dial \*9 (star nine) when participating by telephone
  - The Mayor will acknowledge you, and the Meeting Host will unmute you
  - Once you are done speaking or Council has no further questions, the Meeting Host will mute your microphone

# Fish Creek Bridge – Project Description

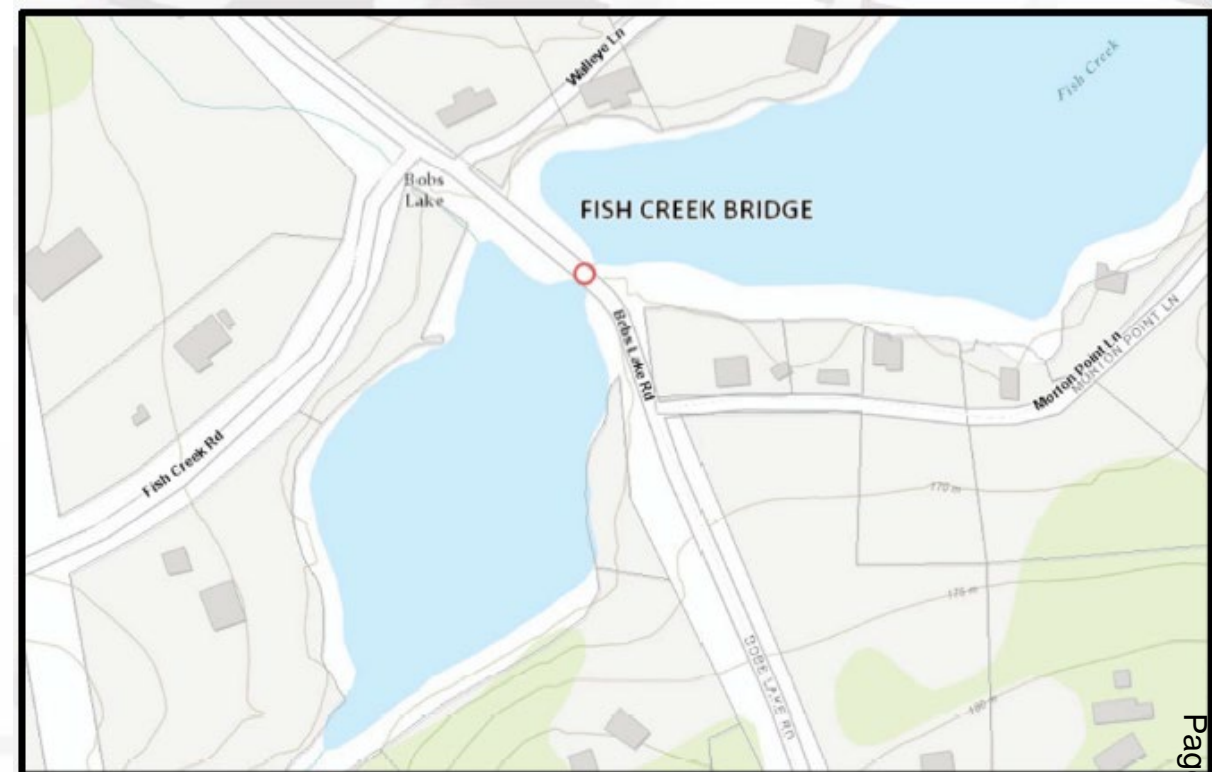
- The Township initiated a Municipal Class Environmental Assessment - Nov 15, 2023
- The Fish Creek Bridge Project was evaluated under the Schedule B screening process.
- Project later identified as “Exempt” under the newly revised 2023 MCEA Regulation
- Project Team – Ambashi Engineering and Greer Galloway Group

## Project Objectives

- Replace the single lane bridge at Fish Creek (Bob’s Lake Road) with a two-lane structure
- Eliminate load restrictions at crossing

## LOCATION PLAN

Bob’s Lake Road (south of Fish Creek Road)

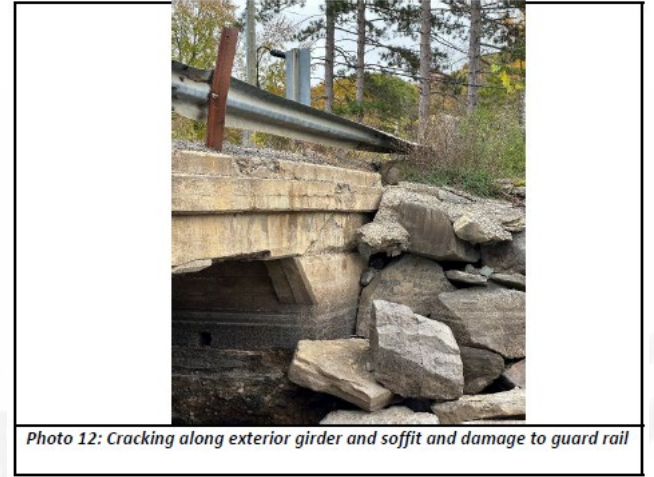
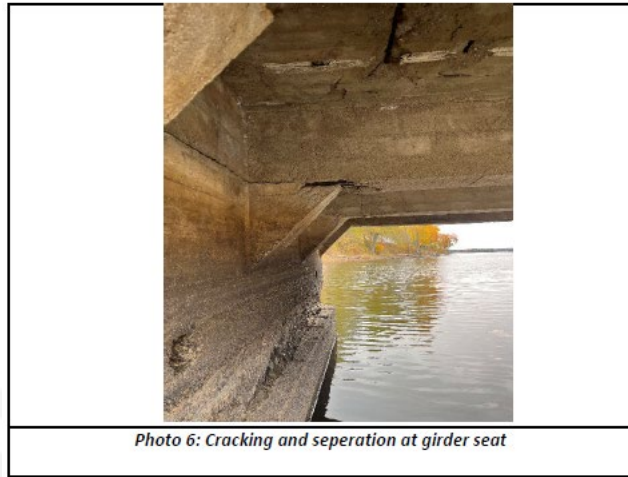
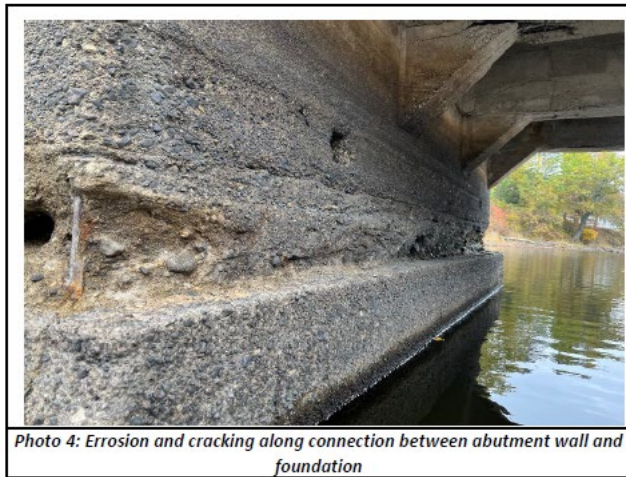
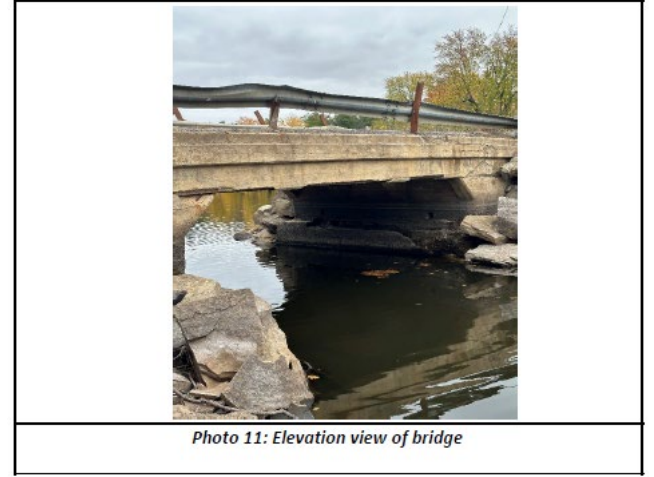
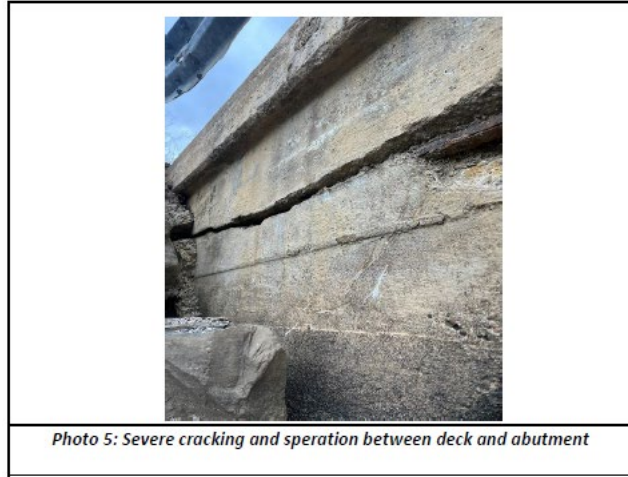


# Existing Conditions

- Original Bridge constructed in 1927
- Reinforced concrete cast-in-place structure with open channel bottom
- Bridge span (opening) is 6.7m
- Bridge deck width is 5.2m – single Lane
- Average annual daily traffic – 200 cars/day
- 2023 BCI Rating = 7.4 (Very Poor)
- One of two load restricted bridges in South Frontenac
- \*Crossing is current being monitored monthly by structural engineer (OSIM)



# Photos



# Design Objectives

- Improve the level of service to support a new two-way vehicle crossing
- Upgrade guide rail systems to meet current roadside safety standards
- Implement new structural design that will support removal of posted load restrictions
- Preserve or enhance the navigable opening for watercraft (Transport Canada)



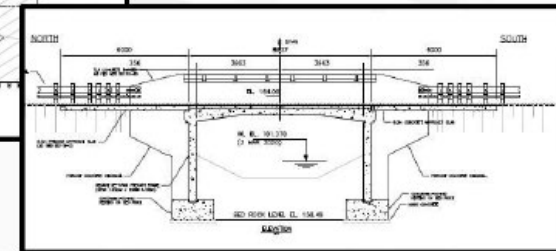
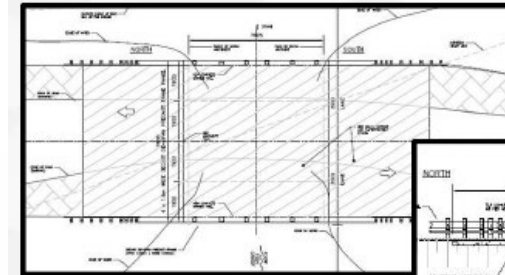
# Problem and Opportunity Statement

## Problem

- The existing Fish Creek Bridge is near the end of its useful service life and the structure does not meet current safety guidelines under the Canadian Highway Bridge Design Code. Regular maintenance and repairs of the structure are no longer an option. Intervention is needed to address the deteriorating condition of the bridge.

## Opportunity

- Replacing the Fish Creek Bridge provides a unique opportunity to enhance the overall transportation system and improve safety. A modern well-designed bridge can accommodate future traffic demands and incorporate new standards for improved climate resilience and sustainability.



# Studies and Work Completed to Date

- Geotechnical Reports (Footings Designs)
- Stage 1 Archaeological Assessment (Ministry of Citizenship and Multiculturalism)
- Assessment of Past Uses (Excess Soils Regulation)
- Hydraulics / Hydrology Assessment (Climate Resiliency – Floods/Erosion)
- Traffic Assessment
- Natural Heritage / Species at Risk Screening
- Preliminary and Detailed Design



# Consultation Program

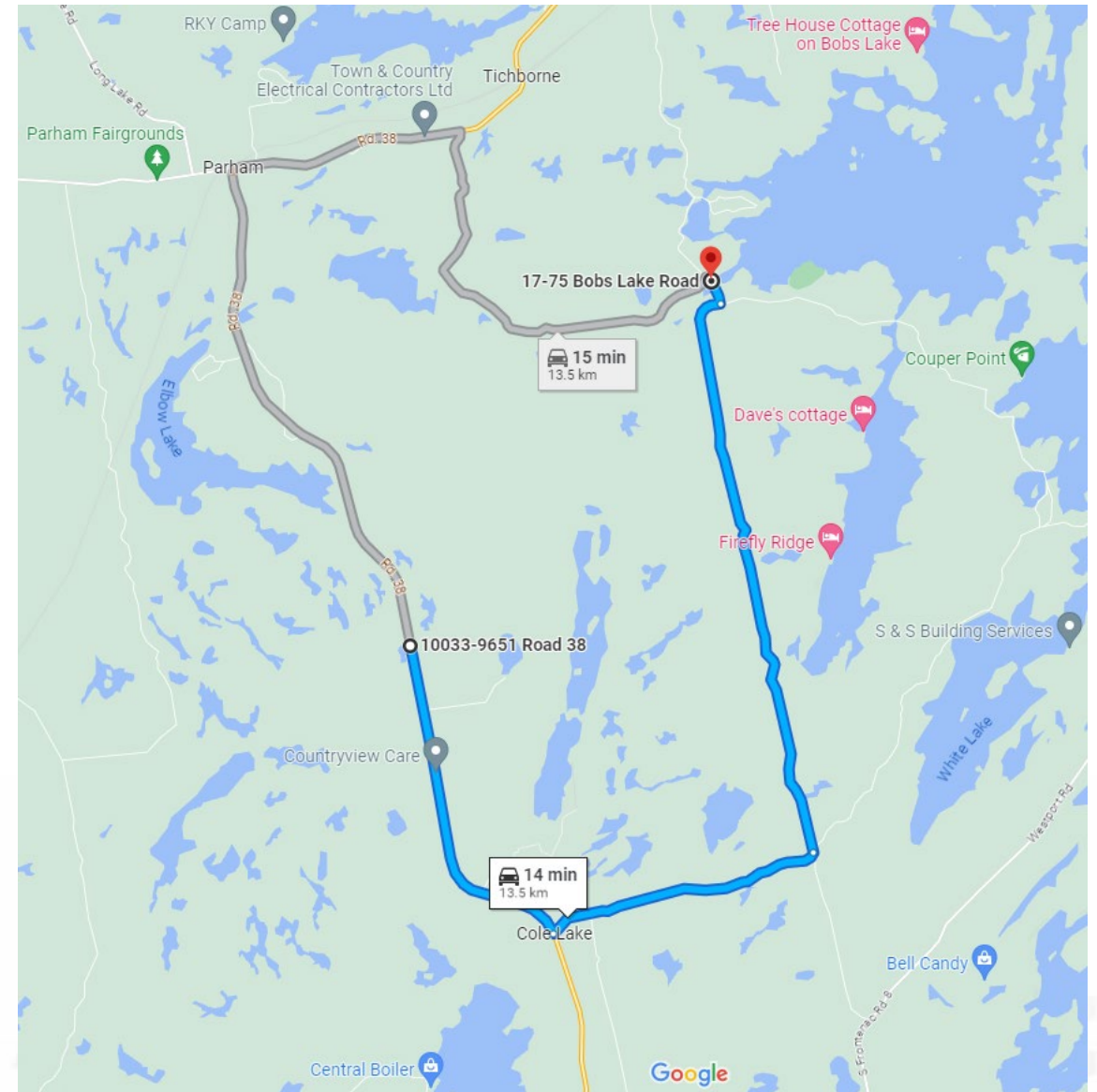
- Notice in Frontenac News
- Social Media / Engage South Frontenac / Portable Variable Message Sign
- Hand Delivered Notices - Resident mailboxes 500m from site (4 responses)
- Outreach / Meetings – Greater Bob’s and Crow Lake Association
- Frontenac County and Central Frontenac
- Limestone District School Board, Tri-Board Transportation
- Federal - Transport Canada, Department of Fisheries
- Provincial - Ministry of Environment, Ministry of Natural Resources, Ministry of Municipal Affairs and Housing
- Rideau Valley Conservation Authority
- Indigenous Communities (12 total)
- Emergency Services (Fire, Ambulance and Police)

# Key Design Considerations

- Replacement two lane bridge will require a minimum 7.6m wide platform / new barriers
- Bridge opening will be increased to convey 50 year storm (MTO Drainage Standard)
- Vertical clearance under the bridge will be maintained (navigable opening)
- In-water restrictions at site (Fish Creek) are July 15<sup>th</sup> to October 1<sup>st</sup>
- De-watering work will be required to support trenching to pour new footings
- Protection of fish to be included in contract for dewatering
- Algonquins of Ontario - archaeological liaison on site for excavation (20-day notice)
- Bridge removal and replacement will necessitate a road closure and detour
- The use of pre-cast structures will be best solution to accelerate installations
- Minimum 75-year design life required

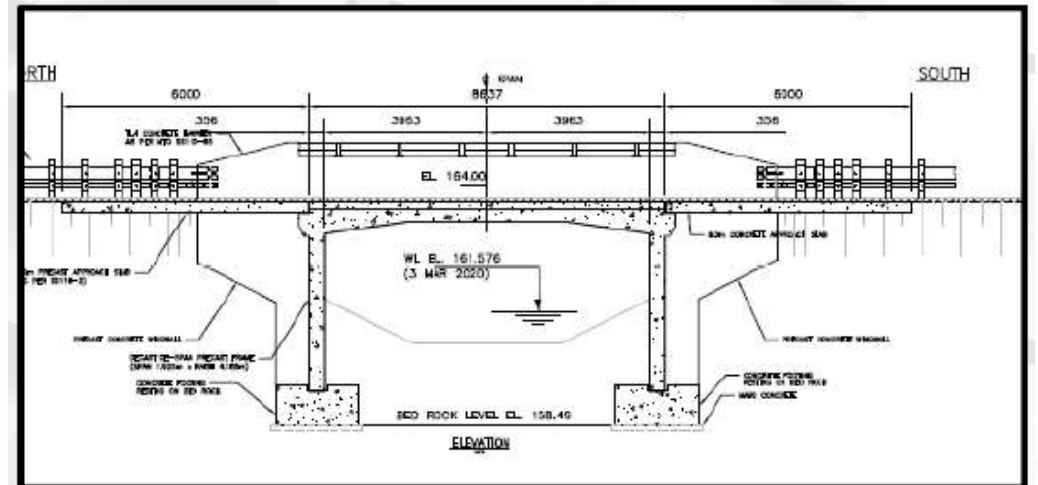
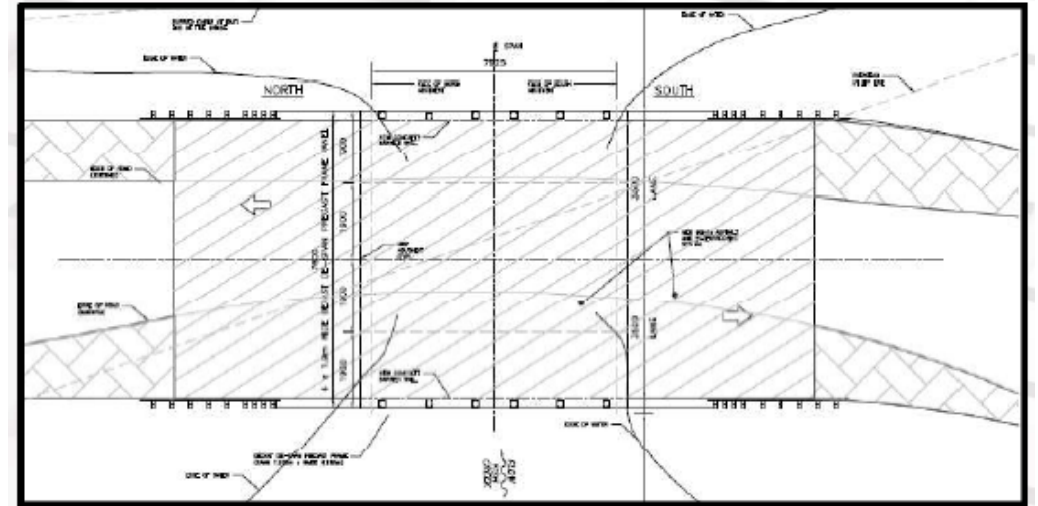
# Detour

- Detour will include: Fish Creek Road, Road 38, White Lake Road, Buck Bay Road and Bob's Lake Road
- Total detour = 27.0km (15min) – if travelling north side of bridge to south side
- Additional travel = 3.8km (3min)
- Fire Department will have two-station response to calls in the area – Station 1 (Bradshaw) and Station 2 (Burr ridge)
- Mutual Aid potential (north area) – to be refined



# Recommended Design

- Pre-cast concrete structure on new cast in place footings – open bottom
- 7.6m platform and new guide rail system
- Two-lane crossing – meeting Canadian Highway Bridge Code Design
- Wider span – meeting 50yr MTO design
- Only in-water work will be for de-watering for footing excavation
- Road closures will not be concurrent with Eagle Creek Bridge
- 75-year design life
- Approved Budget 19-R05 (\$1,550,000)



# Next Steps

- South Frontenac Council should receive comments from the public
- Finalize detailed design and tender documents
- Proceed with tenders and construction in summer 2025



# Open Discussion

1. Council Questions
2. Public Questions and Comments
3. Council Comments



# Adjourn Public Meeting





**SOUTH  
FRONTENAC**

# Public Meeting

under the Planning Act

Zoning By-law Amendment Applications

PL-ZBA-2024-0131

PL-ZBA-2024-0138

Tuesday, February 11, 2025

7:00 p.m. Council Meeting

# Public Meeting Statement

- The purpose of this public meeting is to hear comments on Zoning By-Law Amendment Applications PL-ZBA-2024-0131 and PL-ZBA-2024-0138.
- If you wish to be notified of the decision of Council in respect to an application, you must submit a written request to the Township Clerk by email care of [planning@southfrontenac.net](mailto:planning@southfrontenac.net). This will also entitle you to be advised of an Ontario Land Tribunal appeal.
- Subsection 34(19) of the *Planning Act* defines the people and public bodies that may appeal the decision to the Ontario Land Tribunal.
- Appeals must be filed within 20 days of the notice of decision. They must be filed with the Clerk via the Ontario Land Tribunal's e-file service at <https://olt.gov.on.ca/e-file-service/>.

# Meeting Format

1. Mayor introduces application
2. Planner presents application/reviews proposal
3. Applicant/agent permitted to address Council
4. Questions from Council
5. Members of the public permitted to address Council
6. Council discussion
7. Close meeting



# How to Speak to an Application

- The Mayor will open the floor to public comments
- You will have five minutes to address Council
- In person
  - Raise your hand and wait for the Mayor to acknowledge you
  - Move to the table, turn on microphone, and clearly state your name for the record
- On Zoom
  - Click “Raise Hand” button to request to speak or dial \*9 (star nine) when participating by telephone
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# PL-ZBA-2024-0131

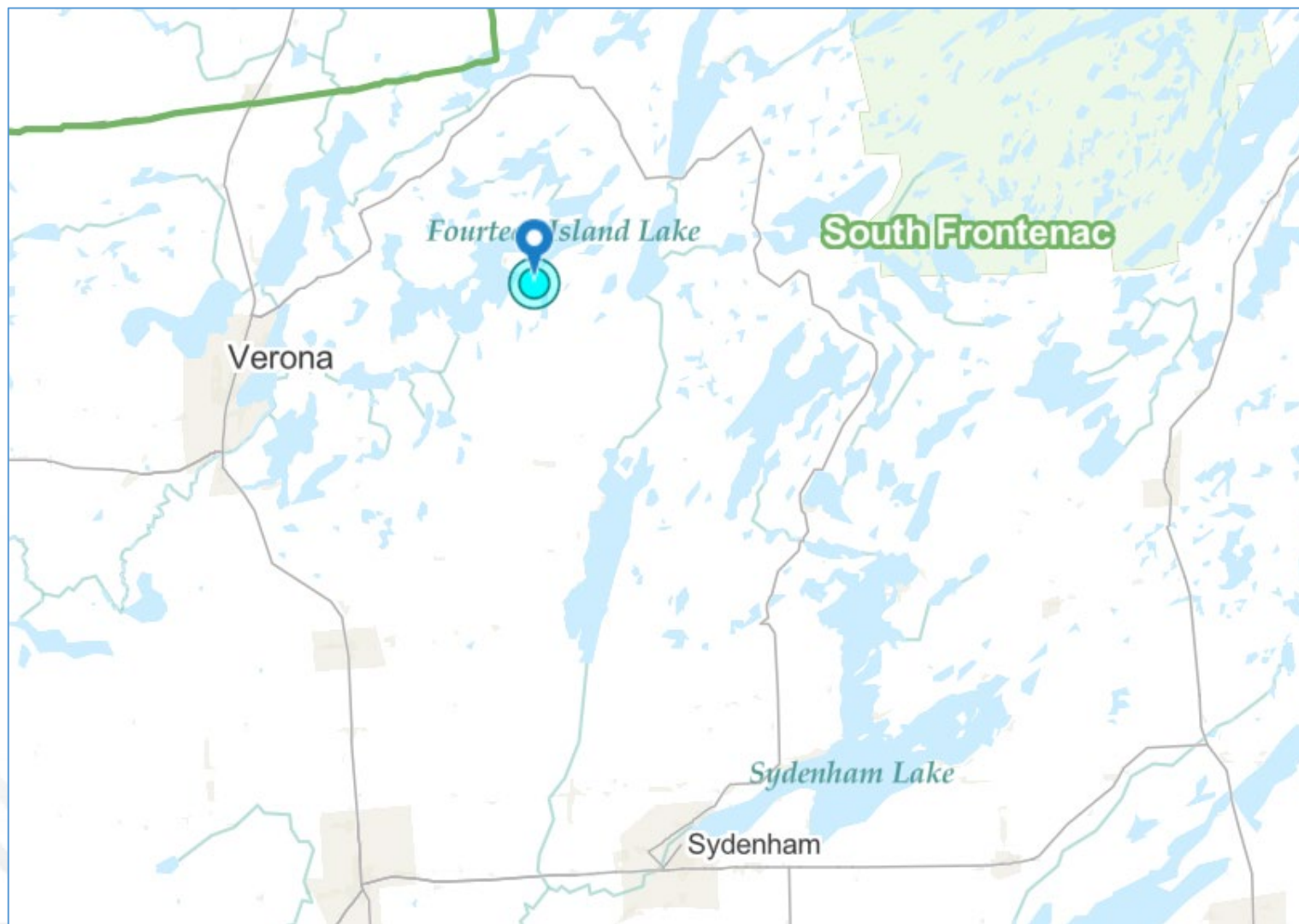
Owners: Kian McCaldon, Morna Graf, Verity Graf, Logan Graf

Applicant/Agent: Kian McCaldon

Property: 1015 Little Deer Lane



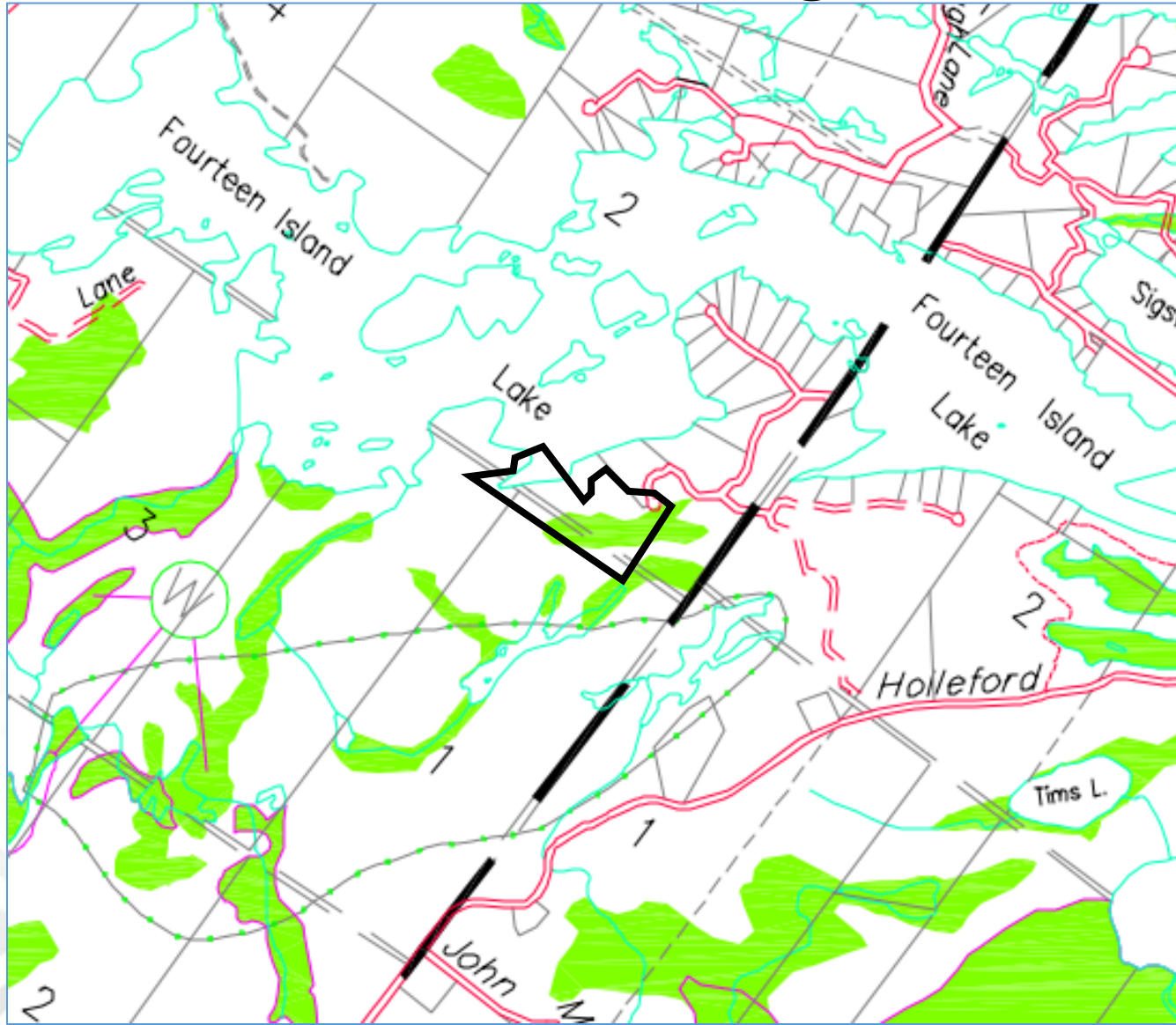
# Location



# Location

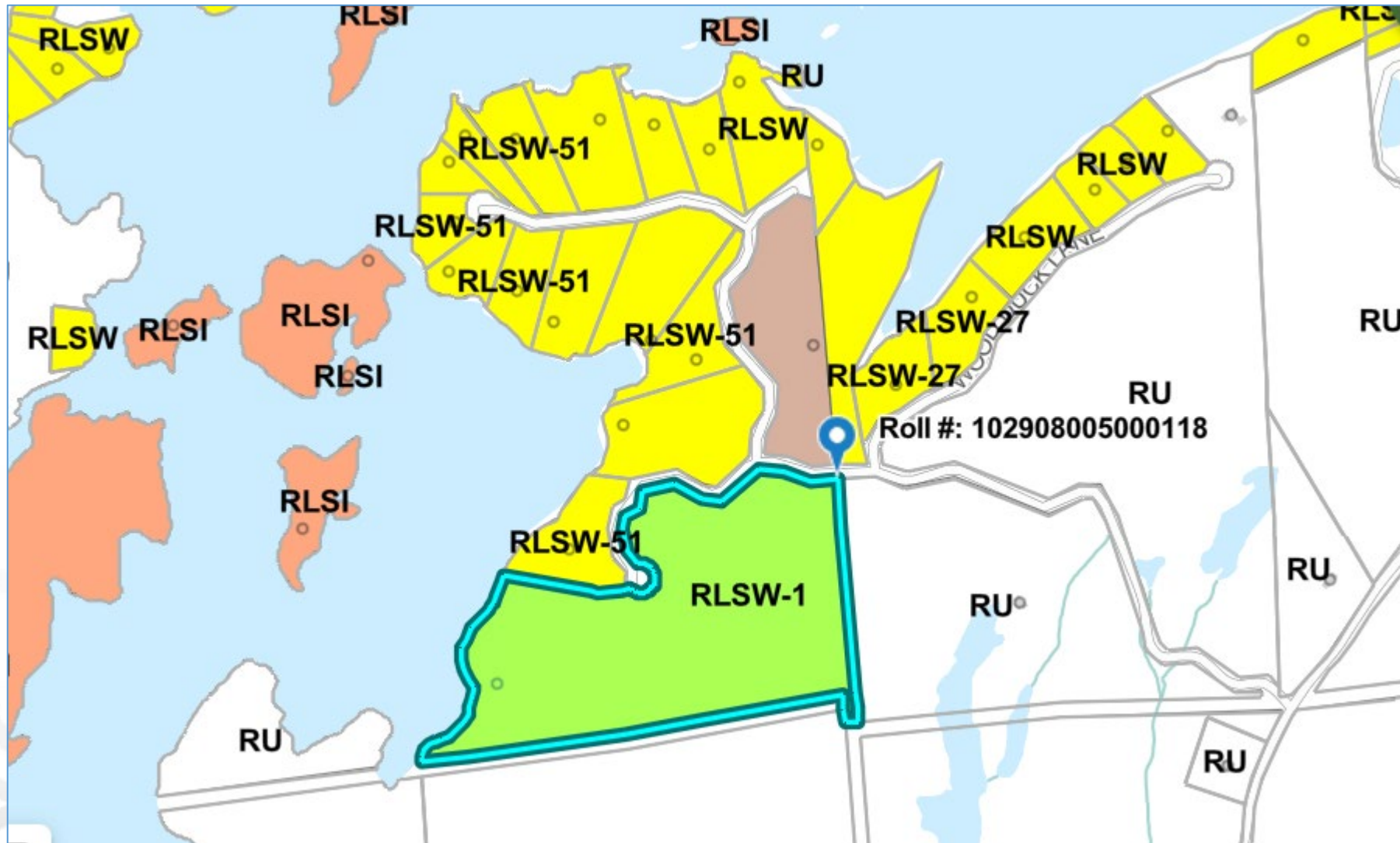


# Official Plan Designations



Black Outline = Property  
White = Rural  
Green = Environmental Protection

# Neighbourhood Zoning



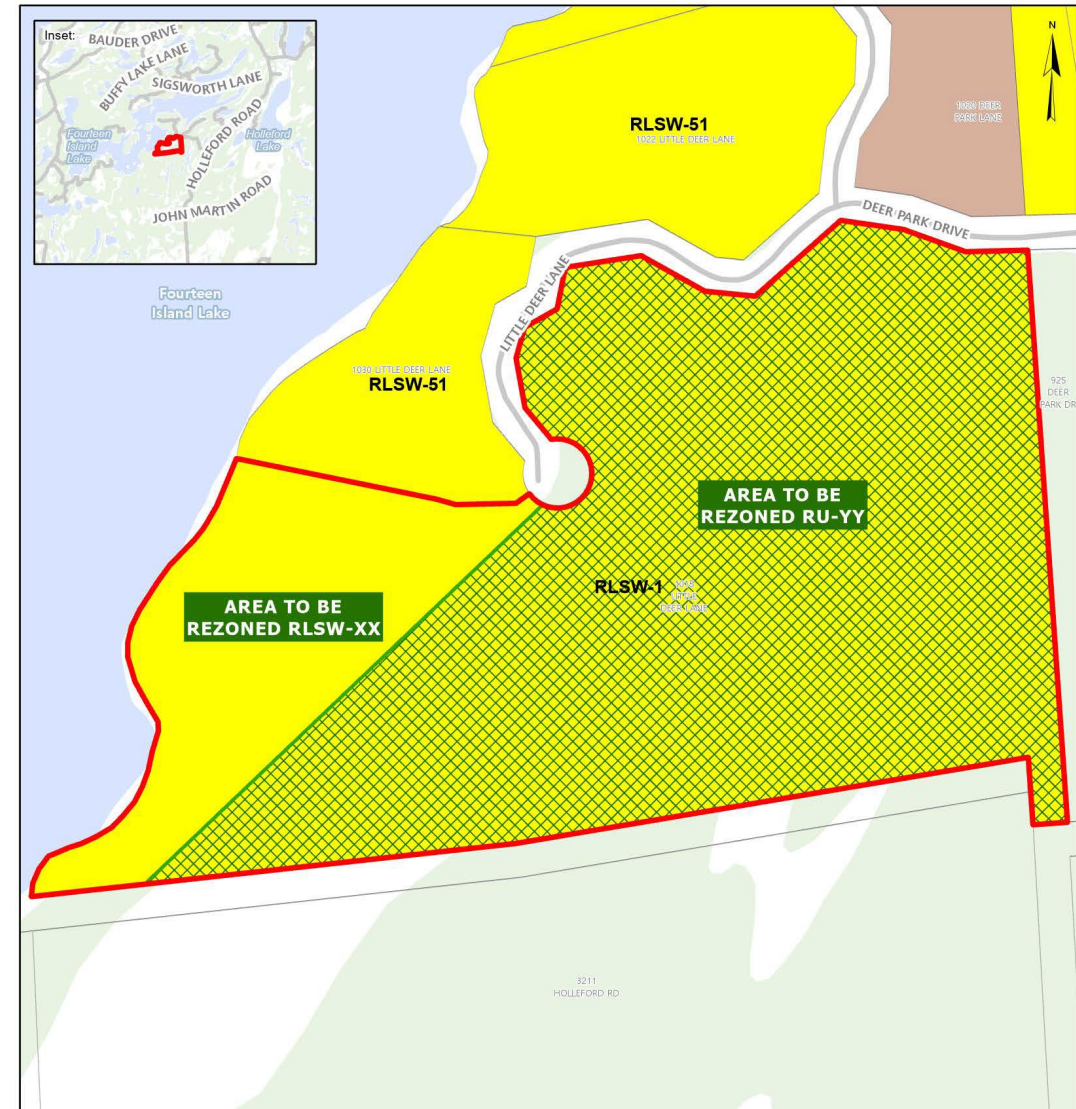
# RLSW-1 Zone


- The issuance of a building permit within 40 metres (131.2 ft.) of the highwater mark of Fourteen Island Lake shall require the prior written approval of the Napanee Regional Conservation Authority.
- No accessory building shall be located in any front yard, except for a boathouse or dock which has been approved by the Napanee Region Conservation Authority and the Ministry of Natural Resources.
- The minimum lot area permitted is 10 hectares (24.7 ac).
- All other provisions of this by-law shall apply.



# Draft By-law

- RLSW-XX Zone for retained waterfront lot
  - Minimum 8 acre lot area
  - Minimum 24m lot frontage
- RU-YY Zone for severed lot
  - Minimum 26 acre lot area
  - Permit only conservation use and woodlot, excluded buildings





**SOUTH FRONTENAC**

(MCCALDON)  
1015 LITTLE DEER LANE  
PL-ZBA-2024-0131

Scale: 1:3,000

**LEGEND**

Subject Property	Zoning	PIT 'B' ZONE (PB)	LIMITED SERVICE RESIDENTIAL - ISLAND ZONE (RLSI)	URBAN COMMERCIAL ZONE (UC)
Area to be Rezoned	COMMUNITY FACILITY ZONE (CF)	QUARRY 'A' ZONE (QA)	LIMITED SERVICE RESIDENTIAL - WATERFRONT ZONE (RLSW)	URBAN INDUSTRIAL ZONE (UI)
Township Boundaries	ENVIRONMENTAL PROTECTION ZONE (EP)	QUARRY 'B' ZONE (QB)	RECREATIONAL RESORT COMMERCIAL ZONE (RRC)	URBAN MULTIFAMILY RESIDENTIAL ZONE (UMR)
Parcels	MOBILE HOME RESIDENTIAL ZONE (MHR)	RESIDENTIAL ZONE (R)	RURAL ZONE (RU)	URBAN RESIDENTIAL ZONE - FIRST DENSITY ZONE (UR1)
Building Footprints	OPEN SPACE - PUBLIC ZONE (OS)	RURAL COMMERCIAL ZONE (RC)	WATERFRONT RESIDENTIAL ZONE (RW)	URBAN RESIDENTIAL ZONE - SECOND DENSITY ZONE (UR2)
Wooded Area	OPEN SPACE - PRIVATE ZONE (OSP)	RURAL INDUSTRIAL ZONE (RI)	SALVAGE YARD INDUSTRIAL ZONE (SI)	WASTE DISPOSAL ZONE (WD)
Waterbody	PIT 'A' ZONE (PA)	LIMITED SERVICE RESIDENTIAL ZONE (RLS)	TUZ	
Road				

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Cottage viewed from Fourteen Island Lake shoreline





Large pond on lands to be severed

# Department and Public Comments

- **Quinte Conservation** – no objection
- **Public Services & Building Services** – Not circulated due to the nature of the application
- **Public** – none received



# Planning Analysis

- Rural designation permits residential uses, as well as resource management and uses, including conservation
- Environmental Protection designation permits conservation uses
- RLSW-1 zone intended to restrict further subdivision of property and restrict building locations
  - Topography, narrow upland areas, unsuitable conditions for sewage system, fish habitat along lake shoreline

# Planning Analysis (continued)

- Proposed severed parcel
  - 27 acres in area
  - Site-specific RU zone proposed
  - Maintains intent of the RLSW-1 zone
  - Uses would be limited to conservation and woodlot uses
  - Buildings would be prohibited



# Planning Analysis (continued)

- Proposed retained waterfront lot
  - Site-specific RLSW zone proposed
  - 8-9 acre lot area exceeds 2.5 acre lot area requirement in RLSW zone
  - 24m frontage on lane instead of 76m because lot is at end of lane
  - Existing cottage complies with 30m setback
  - References to Conservation Authority and MNR would be removed (regulations are independent of zoning)
  - Provision about accessory buildings in the front yard would be removed (addressed by section 10.3.2)

# Next Steps

- South Frontenac Council should receive comments from the public
- A report with a recommendation will be brought to a future Council meeting



# Open Discussion

1. Applicant/agent permitted to address Council
2. Council Questions
3. Public Questions and Comments
4. Council Comments



# PL-ZBA-2024-0138

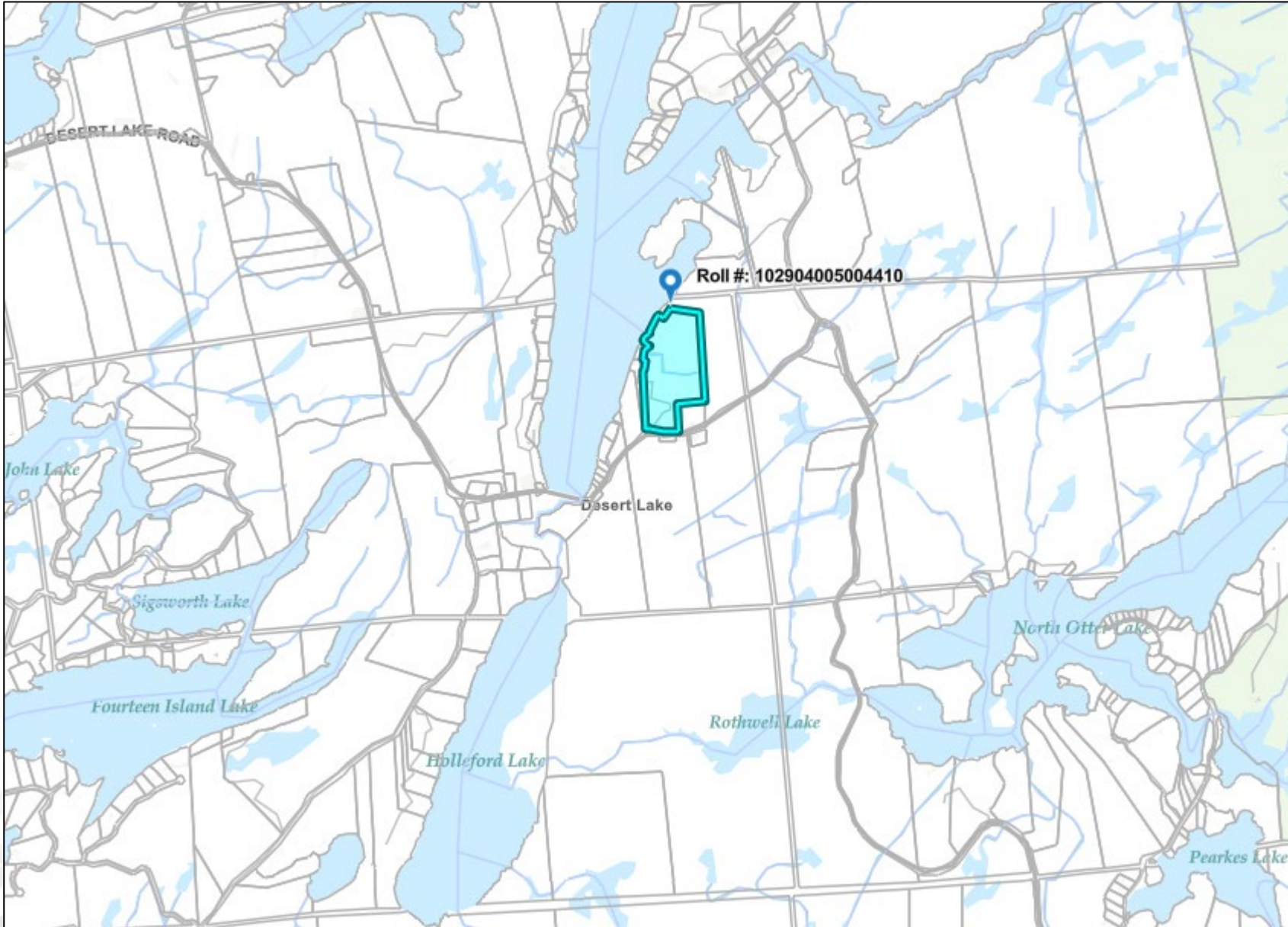
Property Owner: Bruce Murray

Agent: ZanderPlan

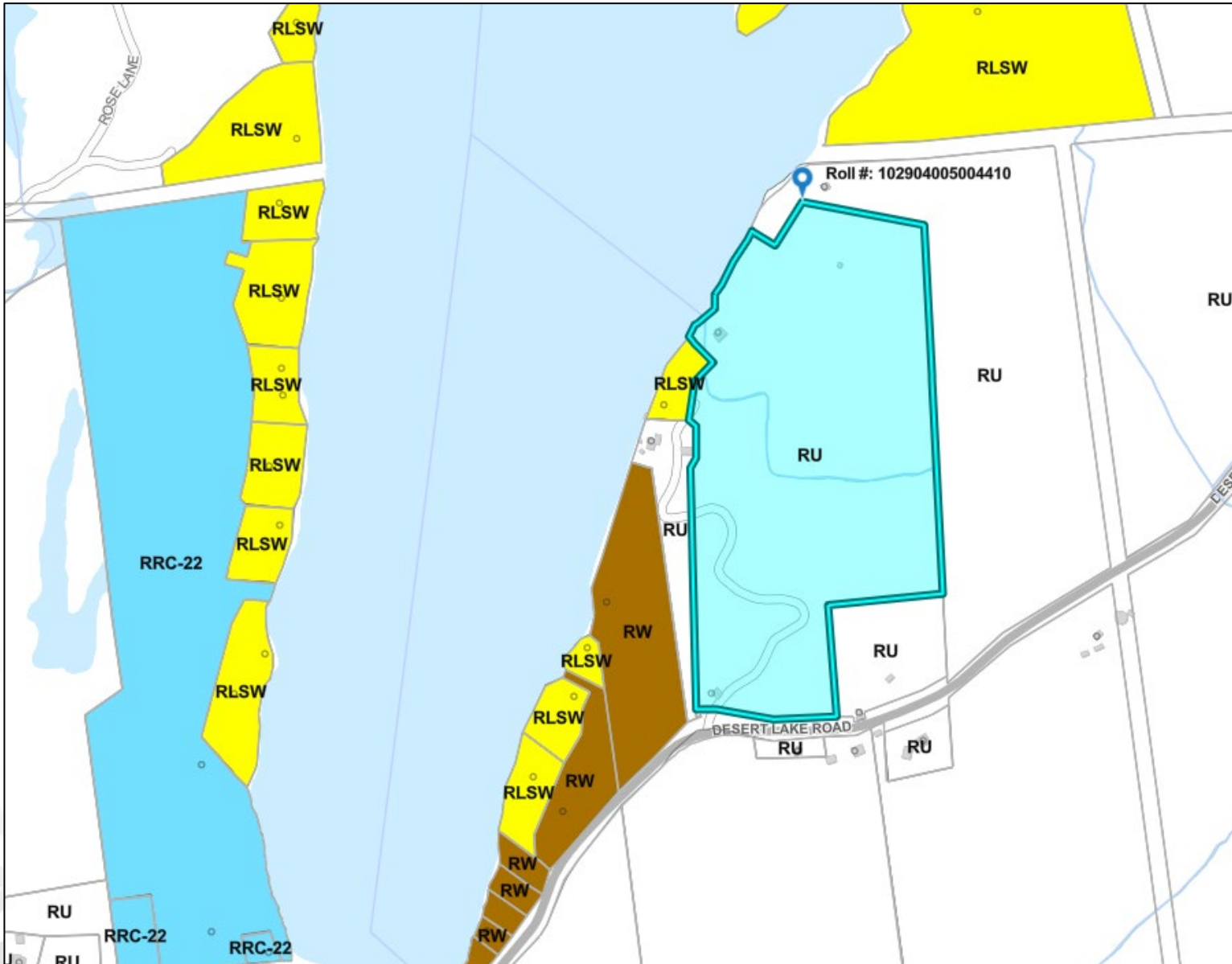
Property: 1133 Sassy Tree Lane



# Location

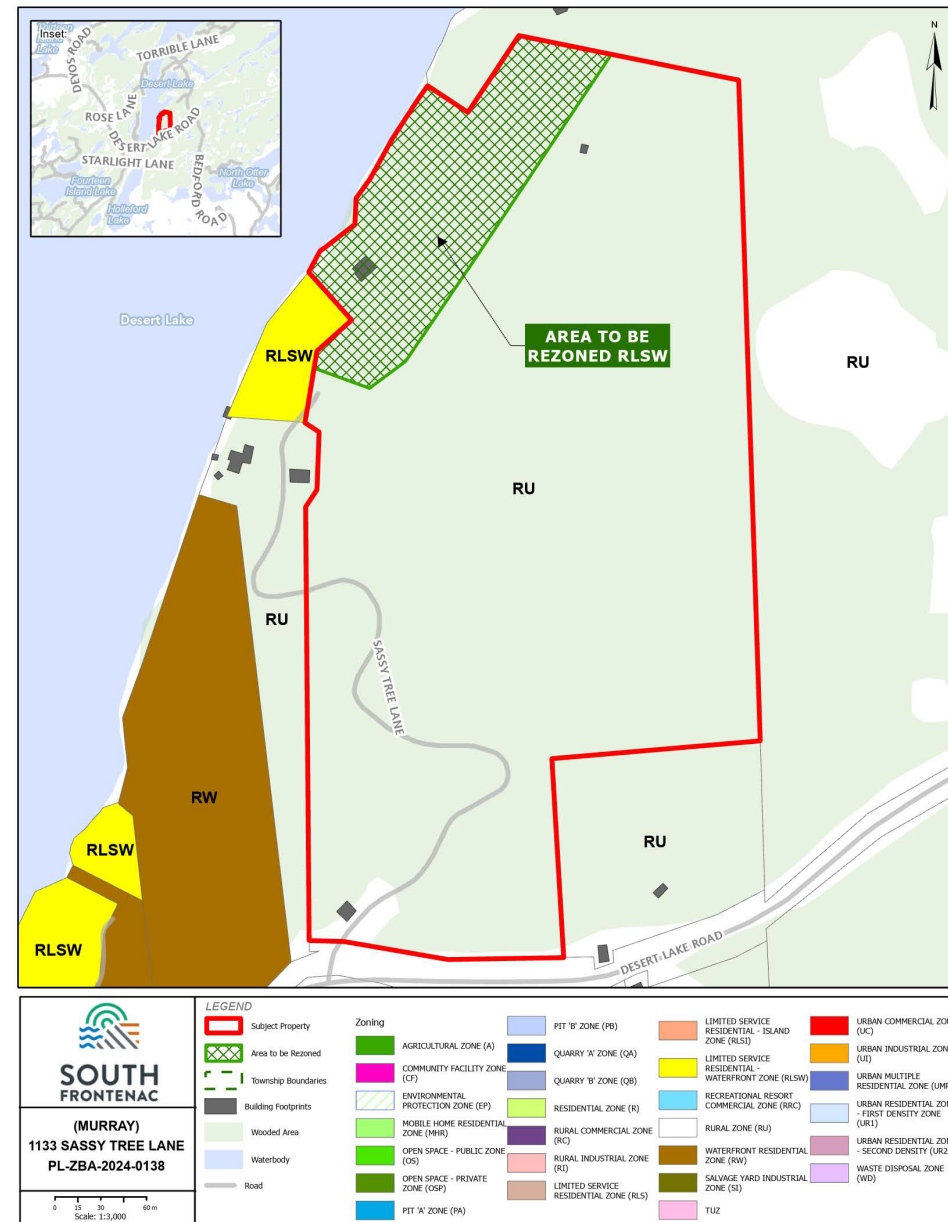


# Neighborhood Zoning



# Proposal

- Lot Addition consent application approved on August 19, 2024
- Designation – Rural
- Existing Zone – RU
- Proposed Zone – RLSW
  - Recognize the retained parcel as no longer having frontage on a public road.



# Department and Public Comments

- **Cataraqui Conservation** – No objection to the consent application and zoning by-law amendment application
- **Public Services & Building Services** – Not circulated due to the nature of the application
- **Public** – none received



# Planning Analysis

- PPS 2024, County Official Plan and Township Official Plan permits residential development on rural lands
- Director of Development Services granted provisional approval with consideration for the relevant policies
- Retained parcel would no longer front on public road
- Severed (lot addition) parcel would continue to function as Rural Property

# Next Steps

- South Frontenac Council should receive comments from the public
- Staff recommendation to make a decision tonight if no concerns are raised



# Open Discussion

1. Applicant/agent permitted to address Council
2. Council Questions
3. Public Questions and Comments
4. Council Comments



# Adjourn Public Meeting



# Township of South Frontenac

## Staff Report

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**To:** Council

**From:** Director, Development Services

**Date of Meeting:** February 11, 2025

**Subject:** Public Meeting for Zoning By-law Amendment Application PL-ZBA-2024-0138, Murray, 1133 Sassy Tree Lane

**Report Number:** 2025-025

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### Summary

This report provides Council with information about Zoning By-law Amendment Application PL-ZBA-2024-0138 for a property civically addressed as 1133 Sassy Tree Lane. If approved, the RU zoning on a portion of the subject lands would be replaced with an RLSW zone.

Council will review the proposal and invite public input at the statutory public meeting. Staff are recommending that Council pass a by-law during the Council meeting in which the public meeting is held, per Procedural By-law as Amended by By-law 2023-44, as the planning matter is technical in nature (i.e. it fulfills a condition of consent approval).

### Recommendation

That By-law 2025-06 being a By-law to amend By-law 2003-75, as amended, to rezone a portion of the lands civically addressed as 1133 Sassy Tree Lane from RU to RLSW, be given first and second reading; and

That By-law 2025-06 be given third reading, signed and sealed.

### Background

The subject application is related to consent application PL-BDJ-2024-0053 for the creation of a rural lot addition. The lot addition involved conveying 31 acres and all frontage on Desert Lake Road (~145m) to the property civically addressed as 1115 Sassy Tree Lane. The retained parcel (1133 Sassy Tree Lane) is 4.8 acres in size and maintained all the water frontage. The consent application was granted provisional approval, subject to conditions, by the Director of Development Services on August 16, 2024. The purpose of the rezoning application is to implement a condition that requires the retained parcel to be rezoned to acknowledge that it would no longer have frontage on a public road.

Under the *Planning Act*, a public meeting is required to be held to receive comments from the public on the proposed rezoning.

## Property Description

The subject property is approximately 35.8 acres in area with 145m of frontage on both Desert Lake and Desert Lake Road. Sassy Tree Lane extends from its intersection with Desert Lake Road through the middle of the subject property, providing access to several waterfront properties. The retained waterfront parcel is developed with a dwelling and storage shed that are accessed via Sassy Tree Lane.

## Department and Agency Comments

**Public Services and Building Services** were not circulated on the original consent application or the zoning amendment application due to the nature of the proposal.

**Cataraqui Conservation** had no objection to the consent application nor the zoning amendment application.

## Public Comments

No comments were received from the public at the time of writing this report.

## Discussion/Analysis

The proposed zoning by-law amendment was assessed against the applicable policies of the Provincial Planning Statement 2024, County of Frontenac Official Plan, and Township of South Frontenac Official Plan, as well as the provisions of Zoning By-law No. 2003-75.

The Director of Development Services had consideration for these planning documents in the decision to grant provisional approval to the consent application.

The Provincial Planning Statement (Section 2.6) and the County of Frontenac Official Plan (Section 3.3) permit residential development on rural lands. The County Official Plan and the Township Official Plan also permit residential development in the Rural Designation.

The retained parcel from consent application PL-BDJ-2024-0053 (1133 Sassy Tree Lane) needs to be rezoned Limited Service Residential Waterfront (RLSW) to comply with the Zoning By-law provisions regarding waterfront properties accessed by private lanes. The retained parcel would comply with the minimum water frontage and minimum lot area requirements of the RLSW zone. It would not satisfy the minimum frontage requirements on a private lane of the RLSW zone. It is the opinion of Planning Staff that site specific zoning is not required to acknowledge the lack of frontage on a private lane, as this reflects existing conditions which cannot be improved. The retained lands would have frontage on Desert Lake and access via the private lane, meeting the general intent and purpose of the RLSW zone. The existing dwelling is setback less than the minimum 30m from Desert Lake (25m) and the unnamed watercourse (~10m). Any future construction to the existing dwelling or future development on the subject property would need to be in compliance with Zoning By-law 2003-75 and conform to Official Plan policies.

The enlarged property (1115 Sassy Tree Lane) will be subject to two zones. The RLSW zone applies at the developed waterfront, while the RU zone applies to the balance of the lands. It

is the opinion of Planning Staff that the severed (lot addition) parcel does not require rezoning, as it will continue to function as a rural property.

### **Conclusion**

It is the opinion of Township Planning Staff that the proposed Zoning By-law amendment is consistent with the Provincial Planning Statement 2024, in conformity with the Frontenac County Official Plan and Township of South Frontenac Official Plan and represents good planning for the subject lands.

Staff recommend that Council pass a by-law during the Council meeting in which the public meeting is held, per procedural By-law as Amended by By-law 2023-44, as the planning matter is technical in nature. Specifically, the Director of Development Services had consideration for all applicable policy in the decision to grant provisional approval to the consent application, and the by-law will fulfill one of their conditions.

### **Financial Implications**

Not applicable.

### **Relationship to Strategic Plan**

- Not applicable to this report.
- This initiative adheres to the following strategic pillars and directions of the 2023-2026 Strategic Plan.
  - Pillars: Choose an item.
  - Action Item (If Applicable): N/A

### **Climate Considerations**

- Not applicable to this report.
- This initiative supports climate change mitigation/adaption efforts in South Frontenac; and/or impacts the Township's resilience to climate change.

### **Notice/Consultation**

Notice of the Statutory Public Meeting was given pursuant to the requirements of the *Planning Act*, 20 days in advance of the Public Meeting. This included notice given:

- by mail to every owner of land within 120 metres of the subject lands
- by posting notice signs on the subject lands
- by e-mail to prescribed persons and public bodies

### **Attachments**

Exhibit A – By-law 2025-06

## Approvals

Prepared By: Noah Perron, Planner

Submitted By:



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Brad Wright, RPP, MCIP, AICP, PLE  
Director of Development Services

Approved By:



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Louise Fragnito, CGA, CPA  
Chief Administrative Officer

**By-Law Number 2025-06**

**A By-law to amend By-law 2003-75, as amended, to rezone land from Rural (RU) to Limited Service Residential Waterfront (RLSW) on a portion of lands described as 1133 Sassy Tree Lane, Part 1 Plan 13R3497, Part of Part 1 Plan 13R7940, Part of Lot 6, Concession 13, District of Loughborough: Murray**

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**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 used 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; and

**And** there be no further notice pursuant to Section 34 (17) of the *Planning Act*;

**Therefore be it resolved that the Council of the Corporation of the Township of South Frontenac hereby enacts as follows:**

1. That Schedule "B" to Zoning By-law Number 2003-75 as amended, is hereby further amended by changing zoning from Rural (RU) to Limited Service Residential Waterfront (RLSW) for the lands shown on Schedule "1".
2. This By-law shall come into force in accordance with Sections 34 of the *Planning Act*, 1990, as amended, and take effect either upon the date of passage or as otherwise provided by said Sections 34.

Given First and Second Readings: Tuesday, February 11, 2025

Given Third Reading and Passed: Tuesday, February 11, 2025

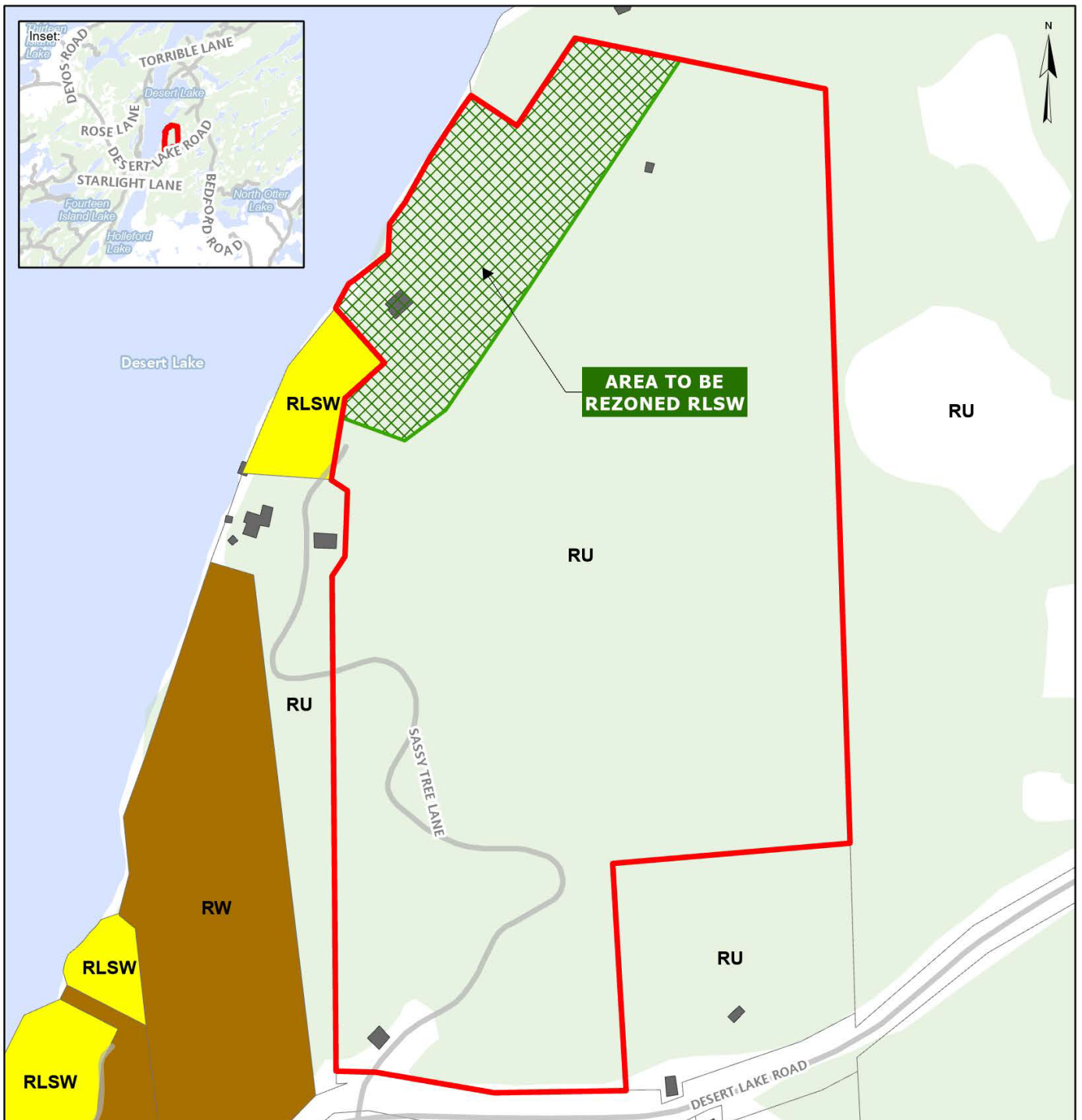
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**James Thompson, Clerk**

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**Ron Vandewal, Mayor**

Schedule 1 of By-law 2025-06



<p><b>SOUTH FRONTENAC</b></p> <p>(MURRAY) 1133 SASSY TREE LANE PL-ZBA-2024-0138</p> <p>0 15 30 60 m Scale: 1:3,000</p>	<p><b>LEGEND</b></p> <p> Subject Property</p> <p> Area to be Rezoned</p> <p> Township Boundaries</p> <p> Building Footprints</p> <p> Wooded Area</p> <p> Waterbody</p> <p> Road</p>		<p><b>Zoning</b></p> <p> AGRICULTURAL ZONE (A)</p> <p> COMMUNITY FACILITY ZONE (CF)</p> <p> ENVIRONMENTAL PROTECTION ZONE (EP)</p> <p> MOBILE HOME RESIDENTIAL ZONE (MHR)</p> <p> OPEN SPACE - PUBLIC ZONE (OS)</p> <p> OPEN SPACE - PRIVATE ZONE (OSP)</p> <p> PIT 'A' ZONE (PA)</p>		<p> PIT 'B' ZONE (PB)</p> <p> QUARRY 'A' ZONE (QA)</p> <p> QUARRY 'B' ZONE (QB)</p> <p> RESIDENTIAL ZONE (R)</p> <p> RURAL COMMERCIAL ZONE (RC)</p> <p> RURAL INDUSTRIAL ZONE (RI)</p> <p> LIMITED SERVICE RESIDENTIAL ZONE (RLS)</p>		<p> LIMITED SERVICE RESIDENTIAL - ISLAND ZONE (RLSI)</p> <p> LIMITED SERVICE RESIDENTIAL - WATERFRONT ZONE (RLSW)</p> <p> RECREATIONAL RESORT COMMERCIAL ZONE (RRC)</p> <p> RURAL ZONE (RU)</p> <p> WATERFRONT RESIDENTIAL ZONE (RW)</p> <p> SALVAGE YARD INDUSTRIAL ZONE (SI)</p> <p> TUZ</p>		<p> URBAN COMMERCIAL ZONE (UC)</p> <p> URBAN INDUSTRIAL ZONE (UI)</p> <p> URBAN MULTIPLE RESIDENTIAL ZONE (UMR)</p> <p> URBAN RESIDENTIAL ZONE - FIRST DENSITY ZONE (UR1)</p> <p> URBAN RESIDENTIAL ZONE - SECOND DENSITY (UR2)</p> <p> WASTE DISPOSAL ZONE (WD)</p>	
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# Township of South Frontenac Staff Report

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**To:** Council

**From:** Director, Development Services

**Date of Meeting:** February 11, 2025

**Subject:** Public Meeting for Zoning By-law Amendment Application PL-ZBA-2024-0131, McCaldon, 1015 Little Deer Lane

**Report Number:** 2025-024

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## Summary

This report provides Council with information about Zoning By-law Amendment Application PL-ZBA-2024-0131 for the property municipally known as 1015 Little Deer Lane. If approved, the RLSW-1 zoning on a portion of the subject lands would be replaced with a new RLSW-XX zone to specify a minimum lot area and to establish a reduced lot frontage. Also, the zoning on the remainder of the parcel would be changed from RLSW-1 to a Rural special exception zone (RU-YY) that would restrict the permitted uses to conservation uses and a woodlot.

Consistent with Council's Procedural By-law, Council will receive comments from the public on the application through the public meeting. Staff will bring a more detailed report considering applicable policy and public comments, as well as providing a recommendation to Council on this application at a future meeting.

## Recommendation

This report is for information only.

## Background

The subject property is located at the end of Little Deer Lane on Fourteen Island Lake. It is part of a block in a plan of subdivision. The lands consist of approximately 35 acres of rugged, forested terrain and large wetlands/ponds. The property is developed with a cottage.

The property is zoned RLSW-1. This site-specific residential zone requires the property to have a minimum 24.7 acre (10 hectare) lot area. It also places restrictions on building locations without written approval of the Napanee Regional Conservation Authority and the Ministry of Natural Resources.

The owners propose to sever 27 acres of the property for conservation purposes, and to retain 9 acres of waterfront with the cottage. This would resolve an ownership issue related to an estate. The Township is in receipt of a consent application. The application will not be

processed unless Council approves the Zoning By-law amendment because the consent application currently does not comply with the Zoning By-law.

The draft by-law is structured to repeal the RLSW-1 zone, and to replace it with a new site-specific RLSW zone that would require a minimum 8 acre lot area and permit a 24 metre frontage on Little Deer Lane for the proposed waterfront lot. The proposed amendment would also change the zone on the remainder of the parcel to a Rural special exception zone (RU-YY) that would require a minimum 26 acre lot area, restrict the permitted uses to conservation uses and a woodlot, and prohibit buildings. The specified lot areas are one acre less than what is proposed to provide a margin of error when surveying the lands.

Under the *Planning Act*, a public meeting is required to be held to receive comments from the public on the proposed rezoning.

### **Application and Supporting Documents**

The application and supporting documents can be accessed through the Township's CivicWeb Document Center, <https://southfrontenac.civicweb.net/filepro/documents/100574/>

### **Department and Agency Comments**

This application did not meet the criteria for circulation to Public Services and Building Services.

Quinte Conservation indicated on December 13, 2024, that it had no objection to the rezoning and consent applications as presented. They noted that a permit under O. Reg. 41/24 would be required for any development and site alteration within 30 metres of the 1:100-year flood plain of Fourteen Island Lake, and within 45 metres of the seasonal high-water mark/top of bank adjacent to the waterbody/wetlands.

### **Public Comments**

No public comments were received before this report was finalized.

### **Preliminary Planning Analysis**

The proposed Zoning By-law amendment must be assessed against the applicable policies of the Provincial Planning Statement 2024, County of Frontenac Official Plan, and Township of South Frontenac Official Plan, as well as the provisions of Zoning By-law No. 2003-75 as amended.

The PPS 2024 and County Official Plan speak to permitting the management and use of resources on Rural lands, as well as resource-based recreational uses and development that are sensitive to the surroundings.

The upland portion of the subject property is designated Rural and the wetlands are designated Environmental Protection in the Township Official Plan. The Township Official Plan permits a wide range of uses in the Rural designation including conservation and

limited service residential. The type and amount of development on 'Rural' lands must maintain the rural character, natural heritage, and cultural landscape in the Township. Environmental Protection designated lands are limited to uses such as conservation, wildlife management, passive recreation and private open space. Development and site alteration may only be permitted if it is demonstrated that there would be no negative impacts on the natural features or their ecological functions.

The property is in the RLSW-1 zone. This site-specific residential zone requires the property to have a minimum 24.7 acre (10 hectare) lot area. It also places restrictions on building locations without written approval of the Napanee Regional Conservation Authority and the Ministry of Natural Resources. This zone reflects zoning that was established in Portland Township By-law 90-37 when the cottage was originally proposed.

The proposed waterfront lot would contain the existing cottage. It would be 9 acres in area, which is greater than what is required by the Official Plan for new lot creation. The lot would have reduced frontage on Little Dear Lane because the lot is on a cul-de-sac at the end of the lane and due to the close proximity of the wetland.

The proposed severed lot ("wetland lot") would be vacant and have a significant amount of frontage on the lane. The proposed by-law would restrict uses to conservation uses and a woodlot. Buildings would be excluded for two reasons. First, there does not appear to be a compliant building location. Second, because the property has frontage on a private lane. Section 6.12 of the Township Official Plan and section 5.25 of Zoning By-law 2003-75 do not permit a building permit to be issued for a property on a private lane unless the property is a lot of record and is in a limited service residential zone (i.e. RLS, RLSW or RLSI). The proposed zone is similar to a previous zone that applied to the property through Portland Township By-law 89-08, when the subdivision was created.

### Environmental Protection

The PPS 2024 states that natural features and areas shall be protected for the long term. The County Official Plan and the Township Official Plan, in accordance with the PPS 2024 also do not permit development and site alteration in and adjacent to several types of significant natural features and areas unless it has been demonstrated that there will be no negative impacts on the natural features or their ecological functions.

The Township's Environmental Protection (EP) designation applies to the wetlands on the property. The Official Plan also references an Environmentally Sensitive overlay or sub-designation (section 5.2). This overlay identifies lands which should be developed in an environmentally sensitive manner and/or protected and preserved in the long term. Development may be permitted in these Environmentally Sensitive Areas in accordance with the underlying land use designation while having regard for the environmental policies of the Official Plan.

The boundaries of the EP designation serve as the basis for the implementing the Comprehensive Zoning By-law. The original Schedules of Zoning By-law No. 2003-75

identify an Environmental Sensitive Lands overlay that corresponds to the EP designation on the subject property. Section 5.37.1 of the Zoning By-law indicates that development and site alteration may take place in these areas subject to an environmental impact assessment (EIA) and in accordance with the underlying zone requirements.

An EIA was not required in support of the application because the waterfront lot is developed, and no development is proposed on the wetland lot. In addition, the proposed amendment would restrict uses of the wetland lot to conservation uses and a woodlot, and prohibit buildings.

A detailed policy analysis will be provided in a subsequent report to Council following the public meeting. The report may include a by-law for consideration by Council. The content of a proposed by-law may be refined based on the detailed policy analysis and consideration of comments received at the public meeting.

### **Financial Implications**

Not applicable.

### **Relationship to Strategic Plan**

- Not applicable to this report.
- This initiative adheres to the following strategic pillars and directions of the 2023-2026 Strategic Plan.
  - Pillars: Choose an item.
  - Action Item (If Applicable): Insert Text

### **Climate Considerations**

- Not applicable to this report.
- This initiative supports climate change mitigation/adaption efforts in South Frontenac; and/or impacts the Township's resilience to climate change.

### **Notice/Consultation**

Notice of the Statutory Public Meeting was given pursuant to the requirements of the *Planning Act*, 20 days in advance of the Public Meeting. This included notice given:

- by mail to every owner of land within 120 metres of the subject lands
- by posting notice signs on the subject lands
- by posting on the Township's Current Planning Application webpage
- by e-mail to prescribed persons and public bodies

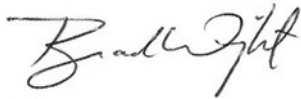
### **Attachments**

Exhibit A – Draft By-law

## Approvals

Prepared By: Christine Woods, RPP, MCIP, Manager of Planning

Submitted By:



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Brad Wright, RPP, MCIP, AICP, PLE  
Director of Development Services

Approved By:



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Louise Fragnito, CGA, CPA  
Chief Administrative Officer

**By-Law Number 2025-XX**

**A By-Law to amend By-law 2003-75, as amended, to repeal the RLSW-1 zone, and to rezone land from RLSW-1 to Limited Service Residential – Waterfront – Special Provision (RLSW-XX) and Rural – Special Provision (RU-YY) on portions of lands described as 1015 Little Deer Lane, Part Block 18, Plan 1938, Part of Lot 1, Concession 12, District of Portland: McCaldon**

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**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; and

**Whereas** there be no further notice pursuant to Section 34 (17) of the *Planning Act*;

**Therefore be it resolved that the Council of the Corporation of the Township of South Frontenac hereby enacts as follows:**

1. That Section RLSW-1 (Part Lot 1, Concession XII, Block 18, Registered Plan 1938, Portland District – McCaldon) of Zoning By-law Number 2003-75, as amended, is hereby repealed.
2. That Schedule “A” to Zoning By-law Number 2003-75 as amended, is hereby further amended by changing the zoning from Limited Service Residential – Waterfront – Special (RLSW-1) to Limited Service Residential – Waterfront – Special Provisions (RLSW-XX) and Rural – Special Provision (RU-YY) for lands shown on Schedule “1”.
3. That Zoning By-law Number 2003-75 as amended is hereby further amended by adding a new section RLSW-XX (Part Lot 1, Concession XII, Part of Block 18, Registered Plan 1938, Portland District - McCaldon) immediately after the last Limited Service Residential – Waterfront – Special Provision section to read as follows:

RLSW-XX (Part Lot 1, Concession XII, Part of Block 18, Registered Plan 1938, Portland District - McCaldon)

Notwithstanding the provisions of Section 10 or any other provision of this By-law to the contrary, on the lands zoned Special Limited Service Residential-Waterfront (RLSW-XX), the following provisions shall apply:

- Lot Area (Minimum) 3.2 hectares (8 acres)
- Lot Frontage, Private Lane (Minimum) 24 metres (78.7 ft.)

All other provisions of this by-law shall apply.

4. That Zoning By-law Number 2003-75 as amended is hereby further amended by adding a new section RU-YY (Part Lot 1, Concession XII, Part of Block 18, Registered Plan 1938, Portland District - McCaldon) immediately after the last Rural – Special Provision section to read as follows:

RU-YY (Part Lot 1, Concession XII, Part of Block 18, Registered Plan 1938, Portland District - McCaldon)

Notwithstanding the provisions of Section 7 or any other provision of this By-law to the contrary, on the lands zoned Special Rural (RU-YY), the following provisions shall apply:

- Permitted Uses:
  - A conservation use, including reforestation and other activities connected with the conservation of soil or wildlife, excluding any buildings
  - A wood lot, excluding any buildings
- Lot Area (Minimum) 10.5 hectares (26 acres)

All other provisions of this by-law shall apply.

5. 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.

Given First and Second Readings: Click or tap to enter a date.

Given Third Reading and Passed: Click or tap to enter a date.

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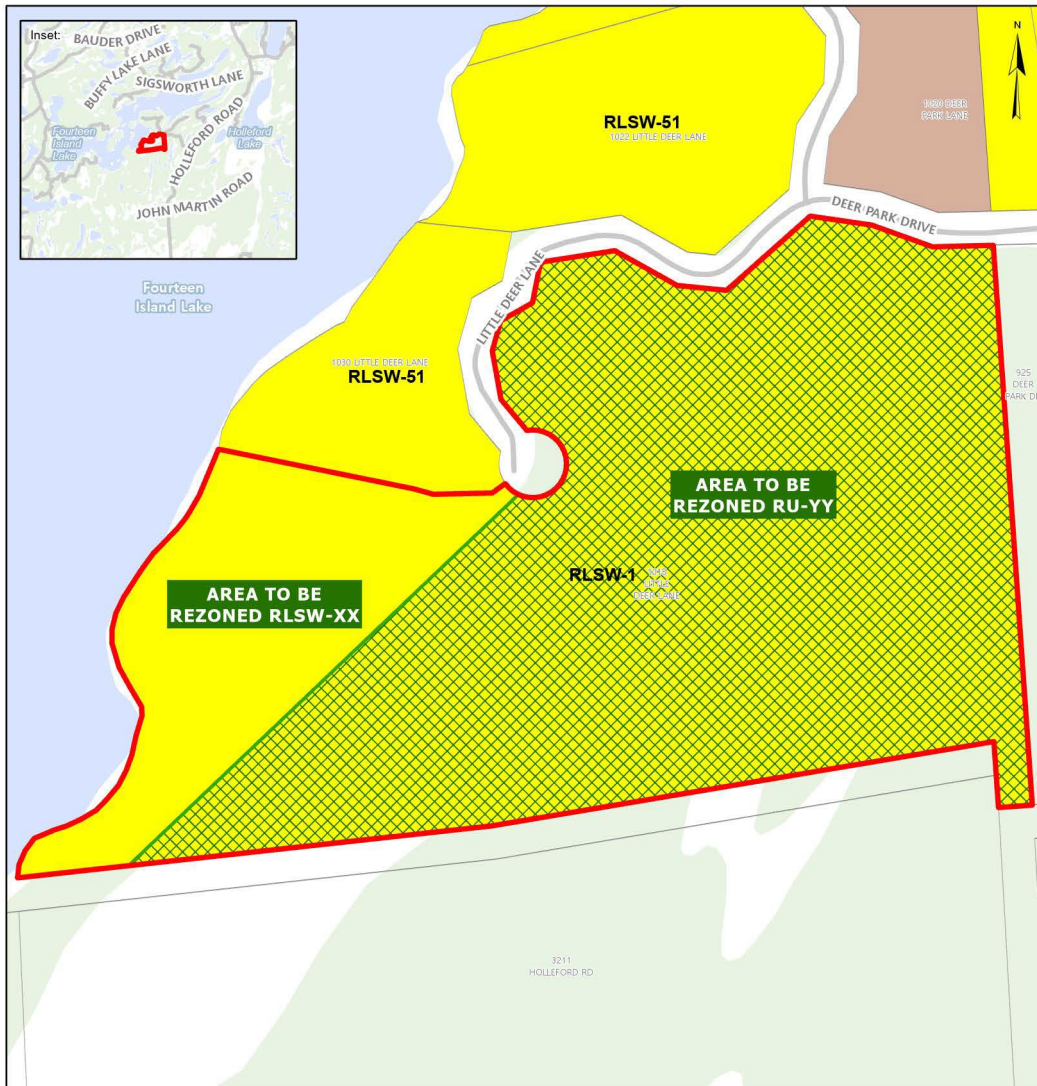
**James Thompson, Clerk**

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**Ron Vandewal, Mayor**

Township of South Frontenac By-Law Number 2025-XX

Schedule 1 of By-law 2025-XX



**(MCCALDON)**  
1015 LITTLE DEER LANE  
PL-ZBA-2024-0131

Scale: 1:3,000

**LEGEND**

Subject Property	<b>Zoning</b>	PIT 'B' ZONE (PB)	LIMITED SERVICE RESIDENTIAL - ISLAND ZONE (RLSI)	URBAN COMMERCIAL ZONE (UC)
Area to be Rezoned	AGRICULTURAL ZONE (A)	QUARRY 'A' ZONE (QA)	LIMITED SERVICE RESIDENTIAL - WATERFRONT ZONE (RLSW)	URBAN INDUSTRIAL ZONE (UI)
Township Boundaries	COMMUNITY FACILITY ZONE (CF)	QUARRY 'B' ZONE (QB)	RECREATIONAL RESORT COMMERCIAL ZONE (RRC)	URBAN MULTIPLE RESIDENTIAL ZONE (UMR)
Parcels	ENVIRONMENTAL PROTECTION ZONE (EP)	RESIDENTIAL ZONE (R)	RURAL ZONE (RU)	URBAN RESIDENTIAL ZONE - FIRST DENSITY ZONE (UR1)
Building Footprints	MOBILE HOME RESIDENTIAL ZONE (MHR)	RURAL COMMERCIAL ZONE (RC)	WATERFRONT RESIDENTIAL ZONE (RW)	URBAN RESIDENTIAL ZONE - SECOND DENSITY ZONE (UR2)
Wooded Area	OPEN SPACE - PUBLIC ZONE (OS)	RURAL INDUSTRIAL ZONE (RI)	SALVAGE YARD INDUSTRIAL ZONE (SI)	WASTE DISPOSAL ZONE (WD)
Waterbody	OPEN SPACE - PRIVATE ZONE (OSP)	LIMITED SERVICE RESIDENTIAL ZONE (RLS)	TUZ	
Road	PIT 'A' ZONE (PA)			

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Minutes of Council  
January, 30, 2025



**Township of South Frontenac  
Council Meeting Minutes**



**Meeting #**

**Time:** 7:00 PM

**Location:** 3910 Battersea Road/Virtual Via Zoom

**Present:** Ray Leonard, Doug Morey, Steve Pegrum, Norm Roberts, Randy Ruttan, Ron Sleeth, Scott Trueman, Adam Turcotte, Mayor Ron Vandewal

**Staff:** Louise Fragnito - Chief Administrative Officer, James Thompson - Clerk, Heather Woodland - Deputy Clerk, Kyle Bolton - Director of Public Services, Delbert Blakney - Director of Fire and Emergency Services, Troy Dunlop - Manager of Engineering and Capital Projects, Jan Minaker - Manager of Human Resources, Sarah Hayer - Human Resources Advisor, Heather Grosney - Executive Assistant/Communications Officer, Amanda Pantrey - Recreation and Events Coordinator, Lee Gour - Administrative Assistant

1 Call to Order

a) Resolution

Resolution No. 2025-02-01

Moved by Councillor Pegrum

Seconded by Councillor Leonard

That the Council meeting of January 30, 2025 be called to order at 7:02 p.m.

Carried

2 Declaration of pecuniary interest and the general nature thereof

a) There were none.

3 Approval of Agenda and Addendum

a) Resolution

Resolution No. 2025-02-02

Moved by Councillor Roberts

Seconded by Councillor Turcotte

That the agenda be approved, as presented.

Carried

4 Scheduled Closed Session

a) There was none.

5 Presentation

a) Del Blakney, Director of Emergency Services and Fire Chief, presented the Fire Department long service medals from the Provincial and Federal governments.

6 Recess

a) Council recessed from 7:23 p.m. to 7:36 p.m.

Minutes of Council  
January, 30, 2025

7 Public Meeting

a) Resolution

Resolution No. 2025-02-03  
Moved by Councillor Sleeth  
Seconded by Deputy Mayor Ruttan  
That the public meeting be called to order.

Carried

b) Notice of Collection

The Deputy Clerk spoke to the Notice of Collection.

c) Summer Program Registration Fees and Model

Mayor Vandewal opened up the floor to questions from Members of Council.

Councillor Trueman inquired about the rate increases. Amanda Pantrey provided an overview of method for determining the proposed rates.

In response to a question from Councillor Sleeth regarding comparators, Amanda Pantrey confirmed that the proposed rates are within the appropriate range compared to neighbouring municipalities.

Deputy Mayor Ruttan commended staff for their approach to setting the fees at reasonable rates.

The Mayor afforded members of the public with an opportunity to provide comment.

Members of the public did not provide comment.

d) Resolution

Resolution No. 2025-02-04  
Moved by Councillor Roberts  
Seconded by Councillor Pegrum  
That the public meeting be closed.

Carried

8 Delegations

a) There were none.

9 Briefings

a) There were none.

10 Approval of Minutes

a) Resolution

Resolution No. 2025-02-05  
Moved by Councillor Sleeth  
Seconded by Deputy Mayor Ruttan  
That the minutes of the January 14, 2025 Council meeting be approved.

Carried

Minutes of Council  
January, 30, 2025

11 Reports Requiring Action

a) Fire House Subs Grant

Resolution No. 2025-02-06

Moved by Councillor Roberts

Seconded by Councillor Turcotte

That Council support staff in moving forward with the Fire House Subs grant application submission, and;

That Council authorize the Clerk and Mayor to sign off on a grant agreement for the Fire House Subs grant, if successful.

Carried

b) Tanker 351 – Tank Replacement

Resolution No. 2025-02-07

Moved by Councillor Turcotte

Seconded by Councillor Sleeth

That Council authorize moving forward with the quote received from PMC Welding and Fabrications with an upset limit of \$100,000 funded from Fire equipment reserves.

Carried

c) Landfill Compactor

Resolution No. 2025-02-08

Moved by Councillor Morey

Seconded by Councillor Sleeth

That Council authorize the Public Services Department to purchase a CAT 816F landfill compactor from Marcel Equipment Ltd at a cost of \$325,632.00.

Carried

d) Agility Association of Canada, All Ontario Regional Championship – Noise and Camping Bylaw Exemptions

Resolution No. 2025-02-09

Moved by Deputy Mayor Ruttan

Seconded by Councillor Pegrum

That Council authorize the Manager of Recreation and Facilities to enter into an agreement with The Agility Connection to host the Agility Association of Canada (AAC) All Ontario Regional Championship on May 30, 31 and June 1st, 2025 at Centennial Park in Harrowsmith;

That as per Sections 5. i. g) and h) of the Noise By-law, use of generators in relation to the event be permitted; and

That Council provide a one-time exemption to permit camping in Centennial Park for the sole purpose of use for the competitor's trailers during the Ontario Regional Championship Agility Competition as requested.

Carried

e) Award of RFP # PS-P01-2024 – Design Services for Upgrades to Sydenham Water Treatment Plant

Resolution No. 2025-02-10

Moved by Councillor Sleeth

Seconded by Councillor Roberts

Minutes of Council  
January, 30, 2025

That Council award RFP # PS-P01-2024 Professional Services for Upgrades to Sydenham Water Treatment Plant to J. L. Richards & Associates for the successful bid of \$125,048.79 (net of rebatable HST).

Carried

12 Advisory Committee Reports or Minutes

- a) There were none.

13 Reports Requiring Approval of By-laws

- a) Summer Program Registration Fees and Model

Resolution No. 2025-02-11

Moved by Councillor Morey

Seconded by Councillor Trueman

That By-law 2025-2, attached to Report Number 2025-006 as Exhibit B, being a By-law to Amend By-Law Number 2024-77, A By-Law to Establish Fees and Charges Collected by The Corporation of the Township of South Frontenac, as amended, be given first and second reading; and

Carried

Resolution No. 2025-02-12

Moved by Councillor Turcotte

Seconded by Councillor Leonard

*That By-law 2025-2 be given third reading, signed and sealed.*

Carried

14 Reports for Information

- a) Fire Department Q3/4 and 2024 Summary Report
- b) Public Services Delegated Authority Report

15 Committee of the Whole

- a) Not applicable.

16 Tabling of Documents

- a) Documents received from David Ellingwood, General Manager, Cataraqui Region Conservation Authority, dated January 15, 2025 regarding the Municipal Apportionment and the agenda for the Annual General Meeting.

17 Communications

- a) There were none.

18 Notice of Motions

- a) There were none.

19 Rise and Report regarding County Council and External Boards

- a) County Council

Councillor Leonard and Mayor Vandewal spoke to the discussions regarding trail permits.

- b) Police Services Board

Minutes of Council  
January, 30, 2025

Councillor Pegrum provided an update regarding the latest meeting of the Frontenac O.P.P. Detachment Board including a review of the quarterly statistics report and other administrative items in progress.

c) Cataraqui Conservation

Councillor Sleeth spoke to the recent Annual General Meeting.

d) Rideau Valley Conservation Authority

Councillor Turcotte spoke to the presentation to the Board regarding the Drinking Water Source Protection program.

20 Announcements/Statements by Councillors

- a) Councillor Trueman and Mayor Vandewal congratulated staff on a successful Snow Social event. Mayor Vandewal expressed appreciation for the event volunteers.

21 Closed Session (if requested)

- a) Not applicable.

22 Confirmatory By-law

- a) Resolution

Resolution No. 2025-02-13

Moved by Councillor Pegrum

Seconded by Councillor Roberts

That By-law 2025-3, being a by-law to confirm generally all actions and proceedings of the Council of the Township of South Frontenac, be given first and second reading.

Carried

Resolution No. 2025-02-14

Moved by Councillor Trueman

Seconded by Councillor Morey

That By-law 2025-3, being the confirmatory by-law, be given third reading, signed and sealed.

Carried

23 Adjournment

- a) Resolution

Resolution No. 2025-02-15

Moved by Councillor Turcotte

Seconded by Deputy Mayor Ruttan

That the Council meeting of January 30, 2025 be adjourned at 8:28 p.m.

Carried

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Ron Vandewal, Mayor

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James Thompson, Clerk

South Frontenac is a welcoming and thriving rural community

# Township of South Frontenac

## Staff Report

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**To:** Council

**From:** Office of the Clerk

**Date of Meeting:** February 4, 2025

**Subject:** Noise By-Law Exemption Request

**Report Number:** 2025-015

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### Summary

The purpose of the Report is to provide Council with background information necessary for consideration of a [Noise By-law](#) exemption request related to 86 Palmer Lane, Tichborne.

### Recommendation

That Janssen Adriano be granted an exemption from Section 4, (Schedule 1, Clause 7.) of By-law Number 2015-41, As Amended, "A By-Law to Prohibit and Regulate Noise Within The Township of South Frontenac", to permit the discharge of consumer fireworks at 86 Palmer Lane, Tichborne (Burrige Lake) on August 30, 2025 between 9:00 p.m. and 10:00 p.m.; it being understood that the exemption to discharge consumer fireworks does not permit the discharge of fireworks should the discharge of consumer fireworks be prohibited by other Township of South Frontenac By-Laws including but not limited to By-Law 2012-68, as amended, Ontario Regulations or Provincial Legislation.

### Background

On April 11, 2023, Council approved By-law 2023-29 which amended the Noise By-law to permit any person to submit a Noise By-law Exemption Request Application up to four weeks in advance of the event to the Clerk's Department requesting an exemption from any of the prohibitions described in the General Prohibitions Section of the By-law. Furthermore, By-law 2023-29 outlines that a Council approved exemption will be in effect for the dates and times specified, and Council may impose any conditions that it considers appropriate. A Council approved exemption shall be invalid if the conditions are contravened.

### Discussion/Analysis

Staff received a Noise By-Law exemption request from Janssen Adriano, 86 Palmer Lane, Tichborne. The application is seeking exemption from Section 4, and more specifically Schedule 1, Clause 7 of the Noise By-law to permit the discharge of fireworks on August 30, 2025 from 9:00 p.m. to 10:00 p.m.

Although the Township of South Frontenac may grant an exemption from By-law 2015-41 to permit the discharge of consumer fireworks as they relate to sound, all other laws, by-laws and acts must be adhered to, including but not limited to; the [Township of South Frontenac Open Air Burning By-Law 2012-68](#), the [Forest Fires Prevention Act](#) and [O. Reg 207/96: Outdoor Fires](#).

The following provides as summary of Section 4., Schedule 1, Clause 7 of By-Law 2015-41:

**[www.southfrontenac.net](http://www.southfrontenac.net)**

South Frontenac is a welcoming and thriving rural community.

“Section 4:

No person shall emit, cause or permit the emission of noise resulting from any act listed in Schedule 1 – Prohibitions by Time and Place if clearly audible at a point of reception located in an area of the Municipality specified in Schedule 1 within a prohibited time show for such an area.”

“Schedule 1, Clause 7:

The discharge of fireworks (except as permitted by the Municipality) in Residential Areas and other Areas as defined by the Prohibited Periods of Time “G” in By-Law 2015-41:

Prohibited Periods of Time as defined by Schedule 1 “G”:

Any time from January 1<sup>st</sup> to the Friday of the Victoria Day weekend, and from the Tuesday following the Victoria Day holiday to June 30 and from July 5 to December 31.”

**Financial Implications**

None.

**Relationship to Strategic Plan**

Not applicable to this report.

This initiative adheres to the following strategic pillars and directions of the 2023-2026 Strategic Plan.

- Pillar: Choose an item.

**Climate Considerations**

Not applicable to this report.

**Notice/Consultation**

Director of Emergency Services / Fire Chief

**Attachments**

None.

**Approvals**

Prepared By: Heather Woodland, Deputy Clerk

Submitted By:



James Thompson, Clerk

Approved By:



Louise Fragnito, Chief Administrative Officer

# Township of South Frontenac Staff Report

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**To:** Council

**From:** Director, Public Services

**Date of Meeting:** February 11, 2025

**Subject:** Household Hazardous Waste Depot – Contract Extension

**Report Number:** 2025-020

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## Summary

The purpose of this report is to seek Council approval to proceed with a two year extension with Brendar Environmental for the operation of the Township Household Hazardous Waste Depot.

## Recommendation

That Council approve a two-year contract extension with Brendar Environmental for the operation of the Household Hazardous Waste Depot as per the terms and conditions of the offer of extension (Exhibit A) until March 31<sup>st</sup>, 2027.

## Background

Brendar Environmental has been operating the Household Hazardous Waste program for the Township since 2015. The last extension was approved at the March 21, 2023 meeting of Council ([HHW Brendar Contract Extension](#)).

## Discussion/Analysis

The household hazardous waste depot (HHWD) is a service well used by the residents of South Frontenac that diverts materials from landfill and ensures they are disposed of properly. Below is a summary of the HHWD use from 2022-2024:

- The site averages 94 Tonnes of material received annually.
- The average annual count of vehicles that attend the site is 2330 cars/year.
- Average vehicle count using the service per event day from April to October is 61 cars/event (open weekly).
- Average vehicle count using the site per event day from November to March is 53 cars/event (open bi-weekly).

Brendar Environmental is a vendor of record who has been operating the household hazardous waste depot since 2015. They are an approved contractor with the Producer Responsibility Organizations that run the programs to collect and receive the materials.

Brendar Environmental's customer service is exceptional for both the resident using the service and the Public Service Department's staff.

The contract extension includes a 4% market adjustment to cover the increase to transportation and disposal costs that have increased since the original contract was awarded. The contractor has honored the terms of the original contract with only cost of living adjustment increases since 2015.

Staff are recommending proceeding with a two year extension with the terms and conditions presented in Exhibit A.

### **Financial Implications**

Extension offer includes a 4.5% market adjustment and 2.5% cost of living adjustment.

The 2025 operating budget included a 2.5% cost of living adjustment increase for these services. The additional 4.5% will be absorbed in the solid waste operating budget.

### **Relationship to Strategic Plan**

Not applicable to this report.

This initiative adheres to the following strategic pillars and directions of the 2023-2026 Strategic Plan.

- Pillar: Municipal Service Excellence

### **Climate Considerations**

This initiative supports climate change mitigation/adaption efforts in South Frontenac; and/or impacts the Township's resilience to climate change.

### **Attachments**

Exhibit A – Offer of extension letter

### **Approvals**

Submitted By:



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Kyle Bolton, Director of Public Services

Approved By:



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Louise Fragnito, Chief Administrative Officer



**BRENDAR**  
ENVIRONMENTAL INC.

January 15<sup>th</sup>, 2025

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

Public Work Department  
PO Box 100 4432 George Street  
Sydenham, ON, K0H 2T0

**ATTN: Kyle Bolton**

**RE: South Frontenac Household Hazardous Waste Facility Operations – Offer of Extension**

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Dear Kyle,

Thank you for the many years of collaboration and support operating the South Frontenac HHW Dept. I often use South Frontenac as a model example for offering accessible, convenient, and comprehensive HHW services to its residents. I truly believe you have one of the best HHW programs given your unique geography and demographics and we have been proud to be a part of this program for many years.

Brendar Environmental Inc. is pleased to offer a continuation of services pertaining to the operation of the Household Hazardous Waste Depot for the upcoming seasons. We appreciate it can be difficult to coordinate and procure these services year after year. In order to help provide some stability in servicing and continue our strong working relationship, we would like to formally offer an extension of services for the 2025 (April 1<sup>st</sup> 2025 to March 31<sup>st</sup> 2026) and 2026 (April 1<sup>st</sup> 2026 to March 31<sup>st</sup>, 2027) seasons.

Since 2015 we have been able to maintain your rates + yearly CPI. However, the market pricing for many of our disposal outlets has changed significantly over the past few years. In order to temper these market increases a bit we are proposing adjusting program rates by 7% for the 2025 season (e.g., 2.5% CPI + 4.5% market adjustment) and simply CPI increases for the subsequent 2026 season.

We have enjoyed a great working relationship with the Township and look forward to continue working together. If you should have any questions or wish to clarify the details of the proposal please feel free to contact us directly. We thank you for supporting Brendar over the years and for the opportunity to present this proposal.

Sincerely,

Torin Macpherson  
General Manager



# Township of South Frontenac Staff Report

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**To:** Council

**From:** Office of the Chief Administrative Officer

**Date of Meeting:** February 11, 2025

**Subject:** P-PSAP Agreement

**Report Number:** 2025-023

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## Summary

The report provides a summary of the changes under the new Primary Public Safety Answering Point (P-PSAP) services provided by the Ontario Provincial Police (OPP)

## Recommendation

That By-law 2025-04 being a By-law to authorize the signing of the new 911 Primary Public Safety Answering Point (P-PSAP) services agreement with the Ontario Provincial Police (OPP), be given first and second reading; and

That By-law 2025-04 be given third reading, signed and sealed.

## Background

One of the services provided by the Ontario Provincial Police (OPP) includes the 911 Primary Public Safety Answering Point (P-PSAP). A P-PSAP is responsible for answering calls to 9-1-1 for police, fire and ambulance services. The 9-1-1 call taker will triage the caller's needs and forward the call to the appropriate emergency services for action and follow through.

## Discussion/Analysis

This is an existing service already being provided by the OPP to South Frontenac. However, changes to the 9-1-1 dispatch with updates to Next Generation (NG9-1-1) requires the Township to update its agreement. The update to the agreement is similar to the required contract updates with Bell that took place a few years ago to ensure that our civic addressing structure is under the new NG9-1-1 parameters which is led through our contract with the County's GIS department. The P-PSAP incorporates the new NG9-1-1 parameters within the emergency services response and dispatch parameters. It will significantly enhance public safety communications services with new broadband network capabilities.

Below is a summary of the significant updates between the previous and new agreement

	<b>Previous Agreement</b>	<b>New Agreement</b>
Terminology	Central Emergency Reporting Bureau (CERB) Public Emergency Reporting Services (PERS)	P-PSAP NG 9-1-1
Termination	90-day notice period	180-day notice period
Term Length	2(two) & 5(five) year, renewable by written notice	Rolling Term

### **Financial Implications**

The rate within the agreement remains as per our previous agreement at \$0.561/capita per year. For 2025, the cost will be \$11,325.47 based on our population of 20,188.

### **Relationship to Strategic Plan**

- Not applicable to this report.
- This initiative adheres to the following strategic pillars and directions of the 2023-2026 Strategic Plan.
  - Pillar: Choose an item.

### **Climate Considerations**

- Not applicable to this report.
- This initiative supports climate change mitigation/adaption efforts in South Frontenac; and/or impacts the Township’s resilience to climate change.

### **Notice/Consultation**

N/A

### **Attachments**

- Exhibit A – By-law 2025-04
- Exhibit B – P-PSAP Agreement

### **Approvals**

Approved By:



Louise Fragnito, Chief Administrative Officer



**AGREEMENT FOR THE PROVISION OF  
PRIMARY PUBLIC SAFETY ANSWERING  
POINT (PSAP) SERVICES**

**AGREEMENT FOR THE PROVISION OF PRIMARY PSAP SERVICES  
EFFECTIVE AS OF JANUARY 1, 2025**

**BETWEEN:**

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO  
as represented by the  
MINISTER OF THE SOLICITOR GENERAL  
on behalf of the ONTARIO PROVINCIAL POLICE**

**("OPP")**

**OF THE FIRST PART**

**AND:**

**THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC  
(the "9-1-1 Authority")**

**OF THE SECOND PART**

**RECITALS:**

- (a) **WHEREAS** Bell Canada has entered into agreements with the 9-1-1 Authority to provide the 9-1-1 Authority with a 9-1-1 Public Emergency Reporting Service (PERS), and which authorizes the 9-1-1 Authority to deliver 9-1-1 services using NG 9-1-1 technology;
- (b) **AND WHEREAS** it is the obligation of the 9-1-1 Authority under its agreement with Bell Canada to ensure that a Primary Public Safety Answering Point serves the territory in which the 9-1-1 Authority operates;
- (c) **AND WHEREAS** the 9-1-1 Authority is permitted under its agreement with Bell Canada to contract with a third party for the management and operation of the Primary Public Safety Answering Point;
- (d) **AND WHEREAS** the 9-1-1 Authority wishes to contract with the OPP for the management and operation of the Primary Public Safety Answering Point, which is or is expected during the term of this Agreement to transition from being delivered by PERS to being delivered using NG 9-1-1 technology;
- (e) **AND WHEREAS** the 9-1-1 Authority confirms its adherence to this Agreement by executing it, as provided for herein, and providing the OPP with a certified copy of the resolution or by-law authorizing it entering into this Agreement;

**NOW THEREFORE**, in consideration of the promises and covenants herein, the Parties agree as follows:

1 The Parties warrant that the recitals are true.

2 **DEFINITIONS AND INTERPRETATION**

2.1 In this Agreement:

**“9-1-1 Call”** means a request for public safety assistance signaled by a 9-1-1 caller using a device and communications service supporting 9-1-1 contact, regardless of the media (e.g., voice, video, text, other) used to make that request; **“9-1-1 Caller”** means the end user contacting 9-1-1.

**“Agreement”** means this agreement and Schedule “A”, which is attached to, and forms part of this Agreement.

**“ALI”** means an Automatic Location Identification, which consists of a database feature that displays, to the Primary and Secondary PSAP, address and location data with respect to a source from which the 9-1-1 call originates.

**“ANI”** means an Automatic Number Identification, which consists of a database feature that displays the telephone number of the primary exchange service that originates the 9-1-1 call to the Primary PSAP.

**“Call Control”** means a feature that allows the 9-1-1 call taker at the Primary PSAP to maintain control of

the line upon which the 9-1-1 call was made regardless of calling party action.

“**ESZ**” means Emergency Services Zone, which is a geographic area served by a Secondary PSAP in the territory of the 9-1-1 Authority.

“**GIS**” means “Geographic Information System”, a system for capturing, storing, displaying, analyzing and managing data and associated attributes which are spatially referenced.

“**NG9-1-1**” means a secure, IP-based, open-standards based system comprised of hardware, software, data, and operational policies and procedures that (1) provides standardized interfaces from emergency call and message services to support emergency communications, (2) processes all types of emergency calls, including voice, text, data, and multimedia information, (3) acquires and integrates additional emergency call data useful to call routing and handling, (4) delivers the emergency calls, messages and data to the appropriate PSAP and other appropriate emergency entities based on the location of the caller, (5) supports data, video, and other communications needs for coordinated incident response and management and (6) interoperates with services and networks used by first responders to facilitate emergency response.

“**Party**” means the OPP or the 9-1-1 Authority, and “Parties” shall mean both of them.

“**PERS**” means “Public Emergency Reporting Service” which is a telecommunications service provided by Bell for the delivery of 9-1-1 calls.

“**PSAP**” means “Public Safety Answering Point” which is the entity responsible for receiving 9-1-1 calls and processing those 9-1-1 calls according to a specific operational policy.

“**Primary PSAP**” means the Primary Public Safety Answering Point serving the 9-1-1 Authority and located at the OPP Provincial Communications Centre (PCC), which is the first point of reception by the OPP of 9-1-1 calls.

“**Secondary PSAP**” means the communication center of a fire, police or ambulance agency, within an ESZ, to which 9-1-1 calls are transferred from the Primary PSAP, and for which the Secondary PSAP is then responsible for taking appropriate action.

“**Selective Routing and Transfer**” means a feature that automatically routes a 9-1-1 call to the appropriate Primary or Secondary PSAP based upon the ALI and ANI of the telephone line from which the 9-1-1 call originates.

2.2 **Severability** - If any term of this Agreement shall be held to be illegal, invalid, unenforceable, null, void or inoperative by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

2.3 **Section Headings** - The section headings contained herein are for purposes of convenience only and

shall not be deemed to constitute a part of this Agreement or affect the meaning or interpretation of this Agreement in any way.

2.4 **Entire Agreement** - This Agreement constitutes the entire agreement of the Parties, with respect to the provision and operation of services as defined hereunder and supersedes any previous agreement whether written or verbal. In the event of a conflict or inconsistency between this Agreement and a tender document such as request for proposals issued by the 9-1-1 Authority for the provision of services as described hereunder or the proposal that the OPP submitted in response to the tender document, this Agreement shall prevail to the extent of the conflict or inconsistency.

2.5 **Amendments** - Any amendments to this Agreement shall be in writing and shall not take effect until approved in writing by both Parties. Either party may make changes to this Agreement with the consent of the other party by appending an amendment signed and dated by both parties reflecting the changes.

### 3 **NOTICES**

3.1 **Notice** - Any notice required pursuant to this Agreement shall be in writing by mail or by electronic mail to the following addresses:

**To the 9-1-1 Authority**

THE CORPORATION OF  
THE TOWNSHIP OF  
SOUTH FRONTENAC  
Box 100  
4432 George St  
Sydenham ON Sydenham

Email:  
lfragnito@southfrontenac.net

**To the Ontario Provincial Police**

Attention: Municipal Policing Bureau

OPP General Headquarters  
777 Memorial Avenue Orillia  
ON L3V 7V3

Email: OPP.MunicipalPolicing@opp.ca

Or to such other addresses either of the Parties may indicate in writing to the other. Any notice given in accordance with this Agreement shall be deemed to have been received upon delivery, if delivered by mail or by email, five (5) days after sending.

3.2 **Notices in Writing** - All notices required under this Agreement shall be in writing.

#### 4 **RATES AND METHOD OF PAYMENT**

4.1 The 9-1-1 Authority shall pay the OPP for providing and operating the Primary PSAP as follows:

- (a) **Amount of Annual Rate** - The 9-1-1 Authority shall be charged and shall be required to pay an annual rate of \$11325.47 based on the residential population served in the geographic territory of the 9-1-1 Authority of 20,188 at a per capita cost of \$0.561.
- (b) **Review of Annual Rate** - The annual rate specified in clause (a) shall be reviewed at the end of every calendar year and may be revised by the OPP based on changes to the residential population or changes to costs of labour and equipment. In the event that the residential population of the geographic territory of the 9-1-1 Authority increases or decreases by more than 10% during either the previous year, or cumulatively since the date the Agreement began, the annual rate shall be adjusted accordingly for the following year, and the 9-1-1 Authority shall pay the revised annual rate. The OPP shall determine the residential population using population figures found in the latest version of the Ontario Municipal Directory, or if not found there, then in other recognized sources.
- (c) **Invoices** - The first invoice shall be issued immediately to the 9-1-1 Authority upon the start of the Agreement. The 9-1-1 Authority shall subsequently be invoiced annually at the beginning of each calendar year, and the invoice shall cover the time period for the subsequent calendar year, or portion thereof that this Agreement is in effect.
- (d) **Payments** - Payments invoiced under this Agreement shall be made payable to the Minister of Finance, and payment shall be due no later than thirty (30) days following receipt of the invoice. Any payments which have become due and owing after this time period, in whole or in part, shall bear interest at the rate set by the Minister of Finance from time to time.

#### 5 **RESPONSIBILITIES OF THE OPP**

The OPP shall manage and operate the Primary PSAP and:

- 5.1 **Personnel** - Staff the Primary PSAP to answer and transfer 9-1-1 calls to the appropriate Secondary PSAP at a level appropriate with the 9-1-1 call volume in the geographic territory of the 9-1-1 Authority.
- 5.2 **Equipment** - Provide, in its operation of the Primary PSAP, terminal equipment which permits the utilization of features provided by Bell Canada to the 9-1-1 Authority consisting of ALI, ANI, Selective Routing and Transfer and Call Control features, as well as equipment to communicate with

deaf, hard of hearing, and speech impaired callers.

- 5.3 **Hours** - Operate the Primary PSAP twenty-four (24) hours a day, seven (7) days a week.
- 5.4 **9-1-1 Call Response** - Answer and transfer all 9-1-1 calls received by the Primary PSAP and associated ANI/ALI information, to a designated Secondary PSAP within the proper ESZ, as deemed appropriate by Primary PSAP personnel. This shall include maintaining control of the line upon which each 9-1-1 call is received until the 9-1-1 call is confirmed as being transferred to the appropriate Secondary PSAP or until the 9-1-1 call is terminated.
- 5.5 **Record Retention** - Retain digital voice records of all 9-1-1 calls received at the Primary PSAP, in accordance with OPP policy, and ANI/ALI data for one hundred eighty (180) days from the date such records are created. The OPP is prepared to provide to authorized personnel, certified copies of audio recordings, as it directly pertains to the Primary PSAP for the purposes of civil litigation and/or criminal proceedings provided the request is received no later than five (5) days prior to the end of the retention period of the recordings or records. The OPP shall retain the original recordings or records until the conclusion of any civil or criminal proceedings to which such records relate.
- 5.6 **Backup Primary PSAP** - Provide an operational backup Primary PSAP to which 9-1-1 calls shall be transferred at the discretion of the OPP or Bell Canada in the event that the usual Primary PSAP is unable to receive the 9-1-1 calls.
- 5.7 **Non-English Callers** - Make reasonable efforts to respond to 9-1-1 calls from non-English callers, subject to the OPP's ability to access the services of a third-party provider. The OPP does not warrant that it shall be able to provide services to non-English callers, or that it shall be able to access such services from a third-party provider.
- 5.8 **Reports** - Upon request from the 9-1-1 Authority, or as determined by the OPP in consultation with the 9-1-1 Authority, the OPP shall provide reports which show the overall efficiency of the Primary PSAP in answering 9-1-1 calls, including the volume of 9-1-1 calls.

## **6 RESPONSIBILITIES OF THE 9-1-1 AUTHORITY**

The 9-1-1 Authority shall:

- 6.1 **Payment** - Be responsible for the amount of payment, in the manner, and within the timelines set out in Article 4.0 herein.
- 6.2 **Designate Secondary PSAPs** - Designate Secondary PSAPs that are not OPP Detachments for each and every ESZ in the geographic territory of the 9-1-1 Authority to which the Primary PSAP shall answer and transfer a 9-1-1 call, and co-ordinate the participation of all such Secondary PSAPs in the manner required by this Agreement.

- 6.3 **Warranty** - Warrant and represent that each Secondary PSAP serving the 9-1-1 Authority is operative twenty-four (24) hours a day, seven (7) days a week, and shall answer and respond to all 9-1-1 calls directed to it from the Primary PSAP.
- 6.4 **Changes** - Notify the OPP in writing immediately upon becoming aware of any changes, including but not limited to changes to NG9-1-1 or any technology in use that shall affect or is likely to affect the services the OPP provides under this Agreement, or of any changes to, or the termination or expiry of any Agreement between the 9-1-1 Authority and Bell Canada related to the services provided hereunder.
- 6.5 **GIS Data Responsibility** – The 9-1-1 Authority shall be solely responsible for GIS data it has provided. The OPP is not responsible for aggregating, creating, maintaining, or updating GIS data on behalf of the 9-1-1 Authority.

## 7 **LIMITATION OF LIABILITY**

- 7.1 **Limitation of Liability** - Notwithstanding any other provision in this Agreement, the OPP shall not be responsible or liable for any injury, death or property damage to the 9-1-1 Authority, its employees, subcontractors or agents, or for any claim by any third party against the 9-1-1 Authority, its employees, subcontractors or agents arising from:
- (a) **External Information** - The accuracy or completeness, or lack thereof, of any information the OPP receives from the 9-1-1 Authority, Bell Canada or any other third party, which the OPP relies on in providing services under this Agreement.
  - (b) **Equipment and Services** - Equipment or services provided by any other party (including the failure of any other party to provide equipment or services) which the OPP uses and relies on to provide services under this Agreement including but not limited to:
    - (i) Equipment or services required to transfer services provided under this Agreement from any other party to the OPP,
    - (ii) Services provided to non-English speakers who place 9-1-1 calls,
    - (iii) Services provided by Bell Canada to the 9-1-1 Authority including under PERS or NG9-1-1 and,
    - (iv) Services provided by Secondary PSAPs, which are not part of the OPP.
  - (c) **Call Volumes** - The inability of the OPP to respond to 9-1-1 calls due to call volume that exceeds the capacity of the Primary PSAP, including the equipment and personnel who work at the Primary PSAP.

7.2 **Survival** - Section 7.1 shall survive the termination or expiry of this Agreement.

## **8 COMPLIANCE WITH LAWS AND CONFIDENTIALITY**

8.1 **Compliance with Laws** - Both Parties agree to comply with all applicable laws in effect in the Province of Ontario in performing their respective obligations and duties under this Agreement.

8.2 **Confidential Information** - Both Parties agree that except where required by law, or for the purpose of performing duties or obligations under this Agreement, neither Party shall directly or indirectly disclose, destroy, exploit or use, either during or after the term of this Agreement, any confidential information belonging to the other Party, unless the other Party has provided its written consent. Both Parties further agree that when this Agreement terminates or expires, they shall return all confidential information belonging to the other Party.

## **9 DISPUTE RESOLUTION**

9.1 **Dispute Resolution** - Subject to Article 10.0 herein, if any dispute arises between the OPP and the 9-1-1 Authority as to their respective rights and obligations under this Agreement, the Parties may use the following dispute resolution mechanism to resolve such disputes:

- (a) The Unit Commander of the Primary PSAP and a representative of the 9-1-1 Authority herein shall attempt to settle the dispute within fifteen (15) business days of the dispute arising;
- (b) If the Unit Commander of the Primary PSAP and the representative of the 9-1-1 Authority are unable to settle the dispute within fifteen (15) business days of the dispute arising, they shall refer the dispute to the Director. The Director and the representative 9-1-1 Authority shall attempt to resolve the dispute within fifteen (15) business days;
- (c) If the Parties are still unable to resolve the dispute, the Commissioner or the Deputy Commissioner of the OPP and representative of the 9-1-1 Authority agrees to attempt to resolve the dispute within fifteen (15) business days; and,
- (d) If the Parties are still unable to resolve the dispute, each may, with the agreement of the other Party, refer the dispute to arbitration in accordance with the Arbitration Act, 1991, as amended.

## **10 TERM, TERMINATION AND RENEWAL**

10.1 **Term** - This Agreement shall come into effect on the date first written above and shall remain in force, subject to either party terminating the agreement as specified in this section.

10.2 **Termination** - Either Party to this Agreement may terminate this Agreement without cause and

without incurring any liability upon providing one hundred eighty (180) days written notice of termination to the other Party, in which case this Agreement shall terminate one hundred eighty (180) days following the delivery of such notice. Should a notice to terminate be given, the 9-1-1 Authority shall continue to be obligated to pay for the cost of the services described in this Agreement up to and including the date of such termination and the OPP shall continue to be responsible to provide the services described in this Agreement up to and including the date of such termination.

- 10.3 **Immediate Termination** - Either Party may terminate this Agreement immediately without incurring any liability if Bell Canada withdraws offering PERS or any successor technology such as NG9-1-1 to the 9-1-1 Authority or if the Agreement between Bell Canada and the 9-1-1 Authority for the provision of PERS or any successor technology such as NG9-1-1 is terminated or is expired and not renewed.

## 11 **GENERAL**

- 11.1 **No Waiver** - The failure of a Party to this Agreement to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement.
- 11.2 **Waiver in Writing** - Any waiver by any Party hereto of the performance of any of the provisions of this Agreement shall be effective only if in writing and signed by a duly authorized representative of such Party.
- 11.3 **No Prejudice** - The exercise by any Party to this Agreement of any right provided by this Agreement shall not preclude or prejudice such Party from exercising any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.
- 11.4 **Restructuring** - The 9-1-1 Authority shall notify, and consult with the OPP before the 9-1-1 Authority's boundaries are altered, the 9-1-1 Authority is amalgamated with another 9-1-1 Authority, the 9-1-1 Authority is dissolved or the legal status of the 9-1-1 Authority is subject to other substantive changes.
- 11.5 **Relations** - The Agreement shall not create nor shall it be interpreted as creating any association, partnership, employment relationship or any agency relationship between the Parties.
- 11.6 **Media** - Both Parties agree that they shall not at any time directly or indirectly communicate with the media in relation to this Agreement unless they first notify the other Party in writing.
- 11.7 **Promotion** - Neither Party shall publicize or issue any publications related to this Agreement unless they first notify the other Party in writing.

- 11.8 **Assignment** - Neither Party shall assign this Agreement or any portion thereof without the prior written consent of the other, which consent may not be arbitrarily withheld.
- 11.9 **Force Majeure** - Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. If a Party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.

**IN WITNESS WHEREOF**, the **9-1-1 Authority** has affixed its Corporate Seal attested by the signature of its duly authorized signing officer(s), and the Provincial Commander of the OPP has personally signed this Agreement to be effective as of the date set out herein.

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Print Name & Title

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**Ontario Provincial Police (OPP)**

\_\_\_\_\_  
Provincial Commander

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

SCHEDULE "A"

**BYLAW OR BAND COUNCIL RESOLUTION**

Attached to and forming part of the Agreement between

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO**  
**as represented by the**  
**MINISTER OF THE SOLICITOR GENERAL**  
**on behalf of the ONTARIO PROVINCIAL POLICE**

And

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

**PLACEHOLDER  
BY-LAW/BAND COUNCIL RESOLUTION**

**By-Law Number 2025-04**

**A By-Law to authorize the signing of the 911 Primary Public Safety Answering Point (P-PSAP) services agreement with the Ontario Provincial Police (OPP)**

---

**Whereas** Section 20 of the Municipal Act 2001 c.25 authorizes a municipality to enter into an agreement with a local body, and;

**Therefore be it resolved that the Council of the Corporation of the Township of South Frontenac hereby enacts as follows:**

1. To authorize the Mayor and Clerk to sign on behalf of the Corporation of the Township of South Frontenac the Agreement for the Provisions of 9-1-1 Primary Public Safety Answering Point (PPSAP) Services, previously known as 9-1-1 CERB Services as included under Schedule A.
2. This By-law shall come into force and take effect on the date of its passage.

Given First and Second Readings: Tuesday, February 11, 2025

Given Third Reading and Passed: Tuesday, February 11, 2025

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**James Thompson, Clerk**

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**Ron Vandewal, Mayor**

# Township of South Frontenac

## Staff Report

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**To:** Council

**From:** Director, Development Services

**Date of Meeting:** February 11, 2025

**Subject:** Zoning By-law Amendment Application PL-ZBA-2024-0116, Brown, 6231 Battersea Road

**Report Number:** 2025-026

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### Summary

This report recommends that Council pass a by-law to change the zone on the property municipally known as 6231 Battersea Road. The zoning on a portion of the subject lands would be changed from Rural (RU) to a Rural special exception zone (RU-82) that would allow a residential land use less than 300 metres from a licenced quarry.

### Recommendation

That By-law 2025-05 being a By-law to amend the zoning on lands known as 6231 Battersea Road, Part of Lot 17, Concession 11, District of Storrington, Township of South Frontenac, be given first and second reading; and

That By-law 2025-05 be given third reading, signed and sealed.

### Background

The subject rural property is located adjacent to a licensed quarry. The Zoning By-law does not allow new residential uses (e.g. new lot and/or new house) within 300 metres of a quarry, but they may be allowed on land between 300 metres and 500 metres of a quarry. The purpose of the application is to establish the principle of development for a new residential land use to be permitted less than 300 metres from the neighbouring quarry.

The Township is in receipt of a consent application for a proposed building lot. The application will not be processed unless Council approves the Zoning By-law amendment because the consent application currently does not comply with the Zoning By-law.

The subject property is located on the north side of Battersea Road, between Battersea and Keelerville. It is approximately 100 acres in size. The south end of the property is developed with a house, garage, barn and several sheds. Except for the developed area of the property, a majority of the lands consist of bedrock outcrops and forest.

The subject property is immediately west of a quarry that is licensed under the *Aggregate Resources Act*. This quarry is located on both the west and east sides of Battersea Road.

Extraction has only occurred to date on the east side of Battersea Road. There are also many large, rural landholdings in the area.

Council held a public meeting under the *Planning Act* on November 12, 2024. Written comments were received from one member of the public. Council also spoke to the application.

The meeting recording can be accessed through the Township's Facebook page, <https://www.facebook.com/SouthFrontenacTwp/videos/council-meeting/1080258640141337>

Anthony Guido, President of QMX8 Inc., the company that owns and operates the quarry, raised concerns for future complaints about noise, dust and traffic when they resume operation of the quarry. He indicated that he would not oppose the applications on the condition that a notice is registered on property title that the property is near a quarry and that any buyer forfeits their right to complain about quarry noise/blasting, truck traffic, dust and any quarry operations (Exhibit B).

### **Application and Supporting Documents**

The application and supporting documents can be accessed through the Township's CivicWeb Document Center, <https://southfrontenac.civicweb.net/filepro/documents/100574/>

### **Scoped Aggregate Study**

A Scoped Aggregate Study (Greer Galloway Consulting Engineers, May 2024) was submitted to demonstrate that the severance will not impact aggregate operations. The consultant provided supplemental information about the quarry in a June 2024 email. The study concluded that there are no protected bedrock resources on the property. It also concluded that the proposed lot would not sterilize the commercial aggregate resources because the quarry is already licenced. Specifically, the current Operational Standards for Class B Quarries require excavation in the licenced quarry to be setback a minimum of 30 metres from residential lands. They determined the proposed lot to be 277 metres from the quarry.

Additional correspondence was received from the consultant (January 24, 2025) in response to Council and public comments received at the November 12, 2024, public meeting (Exhibit C). They reiterated their original opinion of the proposal. They also recommended wording for registering an advisory on title of the proposed lot to address concerns, "The owner acknowledges that this property is located in close proximity to a licensed quarry. Quarry operations including rock blasting, rock crushing, and vehicle traffic will occur on an intermittent or continuous basis for the foreseeable future with associated noise, vibration and dust typical of rock quarrying operations."

## Planning Justification and Land Use Compatibility Report

A Planning Justification and Land Use Compatibility Report (The Boulevard Group, September 2024) was submitted in support of the application. The report assessed the appropriateness of the proposed Zoning By-law amendment in the context of the surrounding area as well as its conformity with the applicable policy and regulatory framework. The report reviewed the compatibility of the proposed lot in relation to the existing quarry in the area. The report concluded that the proposed lot would not result in any compatibility issues with the existing quarry in the area given its minor reduction in separation distance (277 metres instead of 300 metres), the intervening houses, and the operational practices of the quarry.

This report spoke about recognizing the setback of the existing house on the property through the proposed by-law. However, this was not part of the application.

### Discussion/Analysis

The proposed Zoning By-law amendment was assessed against applicable policies of the Provincial Planning Statement 2024, County of Frontenac Official Plan, and Township of South Frontenac Official Plan, as well as the provisions of Zoning By-law No. 2003-75.

The Provincial Planning Statement (PPS) 2024 indicates that mineral aggregate resources shall be protected for long-term use (section 4.5). It also states that mineral aggregate operations shall be protected from development and activities that would preclude or hinder their expansion or continued use or which would be incompatible for reasons of public health, public safety or environmental impact.

The County of Frontenac Official Plan contains policies that are consistent with the PPS 2024. It requires the Township to identify and protect all existing mineral aggregate operations from incompatible uses (section 2.1.2.2.4).

The Township of South Frontenac Official Plan intends to protect wherever possible and practical sand and gravel resources and a reasonable amount of bedrock resources for aggregate extraction and ensure that the resources are utilized in accordance with property controls. The Scoped Aggregate Study (Greer Galloway Consulting Engineers, May 2024) concluded that there are no protected bedrock resources on the subject property. The quarry is designated "Mineral Aggregate" and is zoned Quarry 'B'.

The Official Plan prohibits residential land uses within 300 metres of an existing quarry as a means of protecting mineral aggregates and existing quarries from incompatible land uses. The Official Plan also intends to prevent incompatible land uses less than 500 metres but more than 300 metres from an existing quarry. The 500 metres is an influence area, which is not meant to be a strict buffer or setback area in which development is prohibited, but rather, it is an area where impacts may occur or may be experienced, and development may occur subject to form of technical assessment.

These policies are implemented through the Zoning By-law. Section 5.34.1 prohibits residential land uses within 300 metres of an existing quarry. Section 5.34.2 of the Zoning By-law specifies that residential land uses may be permitted on lands between 300 metres and 500 metres of an existing quarry provided a minor variance or rezoning application is approved by the Township.

The owners propose to sever a new lot in the southwest corner of the property. According to the applicant's consultants, the proposed lot would be 277 metres from the licensed quarry site to the east. Staff measurements using Frontenac Maps indicate that the proposed lot would be approximately 277 metres from the quarry excavation area (e.g. 30 metres into the quarry property), but 245 metres from the quarry property line.

The Scoped Aggregate Study (Greer Galloway Consulting Engineers, May 2024) and supplement (June 2024) concluded that the proposed lot would not sterilize the commercial aggregate resources because the quarry is already licenced. Specifically, the current Operational Standards for Class B Quarries require excavation in the licenced quarry to be setback a minimum of 30 metres from residential lands.

The Planning Justification and Land Use Compatibility Report (The Boulevard Group, September 2024) concluded that approval of the new lot will not result in any incompatibility that is not able to be addressed by the operational practices and the regulatory framework governing the quarry. It noted that when extractive operations resume, the extraction is anticipated to continue at a greater depth over time, and therefore, nuisance-related impacts from noise, dust and vibration will gradually reduce at off-site sensitive receptors. It suggests that the quarry licence would recognize the existence of dwellings between the proposed lot and the quarry, and place limitations on blasting and extraction activities from these existing residential lands, such that any future residential development on the subject lands is correspondingly protected.

Greer Galloway recommended that an advisory be registered on title of the proposed lot to address concerns raised at the public meeting. In their experience, advisories can be an appropriate way to ensure that future owners are aware of quarry operations.

Staff consulted the Township's solicitor on whether an advisory can be registered on title, and the language of the advisory. The Ontario Land Registry Office will not allow a warning clause to be registered directly on title. However, it can be included in a development agreement. The Township typically requires a development agreement as a condition of consent approval to notify future owners of special requirements. The following text will be included in a development agreement, should the rezoning and consent applications be approved:

"Future owners are advised that this property is located in close proximity to a licensed quarry. Quarry operations including rock blasting, rock crushing, and vehicle traffic will occur on an intermittent or continuous basis with and occupants may expect the operations to be associated with noise, vibration and dust typical of rock quarrying operations. Operations may interfere with typical activities associated with residential use."

Staff note that the proposed lot would meet other applicable policies including those related to minimum distance separation from livestock facilities and the influence area around a nearby septage lagoon. Public Services confirmed that the proposed lot would have a safe entrance location. Building Services was satisfied with the suitability of site conditions for a sewage system.

It was determined that an Official Plan amendment was not required as numbers in the Official Plan are not fixed or rigid, particularly related to mineral aggregate resource influence areas. It is the opinion of staff that the proposed Zoning By-law amendment is consistent and conforms to the PPS 2024, the County of Frontenac Official Plan, and the South Frontenac Official Plan, and represents good planning for the subject property.

### **Financial Implications**

Not applicable.

### **Relationship to Strategic Plan**

- Not applicable to this report.
- This initiative adheres to the following strategic pillars and directions of the 2023-2026 Strategic Plan.
  - Pillars: Choose an item.
  - Action Item (If Applicable): Insert Text

### **Climate Considerations**

- Not applicable to this report.
- This initiative supports climate change mitigation/adaption efforts in South Frontenac; and/or impacts the Township's resilience to climate change.

### **Notice/Consultation**

Notice of the Statutory Public Meeting was given pursuant to the requirements of the *Planning Act*, 20 days in advance of the Public Meeting. This included notice given:

- by mail to every owner of land within 120 metres of the subject lands
- by posting notice signs on the subject lands
- by posting on the Township's Current Planning Application webpage
- by e-mail to prescribed persons and public bodies

### **Attachments**

Exhibit A – By-law 2025-05

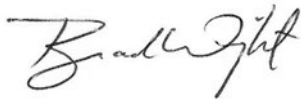
Exhibit B – QMX8 Inc. comments (November 11, 2024)

Exhibit C – Greer Galloway response to comments (January 24, 2025)

## Approvals

Prepared By: Christine Woods, RPP, MCIP, Manager of Planning

Submitted By:



---

Brad Wright, RPP, MCIP, AICP, PLE  
Director of Development Services

Approved By:



---

Louise Fragnito, CGA, CPA  
Chief Administrative Officer

**By-Law Number 2025-05****A By-Law to amend By-law 2003-75, as amended, to rezone land from Rural (RU) to Rural – Special Provision (RU-82) on a portion of lands described as 6231 Battersea Road, Part of Lot 17, Concession 11, District of Storrington: Brown**

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**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; and

**Whereas** there be no further notice pursuant to Section 34 (17) of the *Planning Act*;

**Therefore be it resolved that the Council of the Corporation of the Township of South Frontenac hereby enacts as follows:**

1. That Schedule “C” to Zoning By-law Number 2003-75 as amended, is hereby further amended by changing the zoning from Rural (RU) to Rural – Special Provision (RU-82) for lands shown on Schedule “1”.
2. That Zoning By-law Number 2003-75 as amended is hereby further amended by adding a new section RU-82 (Part of Lot 17, Concession 11, District of Storrington) immediately after the last Rural – Special Provision section to read as follows:

**RU-82 (Part of Lot 17, Concession 11, District of Storrington)**

Notwithstanding the provisions of Section 5.34 or any other provision of this By-law to the contrary, on the lands zoned Special Rural (RU-82), the following provisions apply:

- A residential land use shall be permitted a minimum of 245 metres from the quarry located in Lot 18, Concession 11, District of Storrington

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.

Given First and Second Readings: February 11, 2025

Given Third Reading and Passed: February 11, 2025

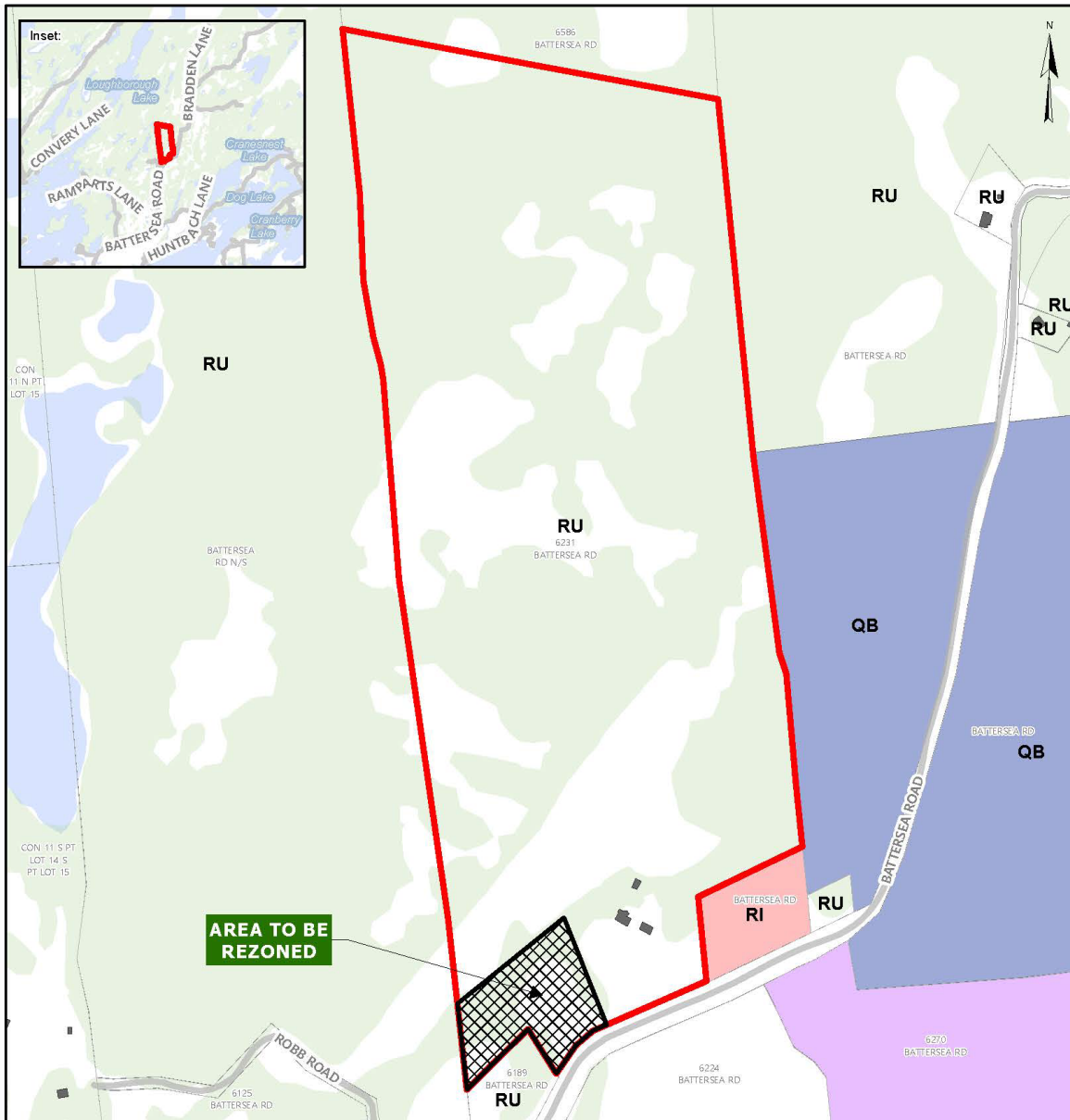
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**James Thompson, Clerk**

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**Ron Vandewal, Mayor**

Schedule 1



**SOUTH FRONTENAC**  
(BROWN)  
6231 BATTERSEA ROAD  
PL-ZBA-2024-0116

Scale: 1:5,500

**LEGEND**

Subject Property	<b>Zoning</b>	PIT 'B' ZONE (PB)	LIMITED SERVICE RESIDENTIAL - ISLAND ZONE (RLSI)	URBAN COMMERCIAL ZONE (UC)
Area to be Rezoned	AGRICULTURAL ZONE (A)	QUARRY 'A' ZONE (QA)	LIMITED SERVICE RESIDENTIAL - WATERFRONT ZONE (RLSW)	URBAN INDUSTRIAL ZONE (UI)
Parcels	COMMUNITY FACILITY ZONE (CF)	QUARRY 'B' ZONE (QB)	RECREATIONAL RESORT COMMERCIAL ZONE (RRC)	URBAN MULTIPLE RESIDENTIAL ZONE (UMR)
Building Footprints	ENVIRONMENTAL PROTECTION ZONE (EP)	RESIDENTIAL ZONE (R)	RURAL ZONE (RU)	URBAN RESIDENTIAL ZONE - FIRST DENSITY ZONE (UR1)
Wooded Area	MOBILE HOME RESIDENTIAL ZONE (MHR)	RURAL COMMERCIAL ZONE (RC)	WATERFRONT RESIDENTIAL ZONE (RW)	URBAN RESIDENTIAL ZONE - SECOND DENSITY (UR2)
Waterbody	OPEN SPACE - PUBLIC ZONE (OS)	RURAL INDUSTRIAL ZONE (RI)	SALVAGE YARD INDUSTRIAL ZONE (SI)	WASTE DISPOSAL ZONE (WD)
Road	OPEN SPACE - PRIVATE ZONE (OSP)	LIMITED SERVICE RESIDENTIAL ZONE (RLS)	TUZ	
	PIT 'A' ZONE (PA)			

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**From:** [Anthony Guido](#)  
**To:** [Christine Woods](#)  
**Subject:** Re: QMX8 Battersea Road property  
**Date:** November 11, 2024 12:42:15 PM

---

Thank you Christine.

It was a great pleasure speaking with you.

As discussed, Given that a new proposed residential home will be built near the quarry, I would not oppose the rezoning of this land parcel on the condition precedent that a notice is registered on title that the property is near quarry and that any buyer forfeits their right to complain about quarry noise / blasting, truck traffic, dust, any quarry operations. Without such notice registered on title as condition of rezoning, I oppose the rezoning. The consultant's report is insufficient as it does not factor quarry noise / blasting, truck traffic, dust, any quarry operations, and I had never received any contact from the consultant. At a minimum, a fuller report should be conducted to address these issues.

Kindly advise accordingly.

Thank you

Anthony Guido, CPA, CA  
[REDACTED]

On Oct 31, 2024, at 3:01 PM, Christine Woods <[cwoods@southfrontenac.net](mailto:cwoods@southfrontenac.net)> wrote:

Anthony,

I really appreciate you taking time to speak with me this afternoon about your Battersea Road quarry and the neighbour's application for a new lot about 250 metres from the quarry. The two studies that I mentioned, as well as supplemental information and sketches, are attached to this email.

I noted your concerns for future complaints about noise, dust and traffic when the quarry becomes operational again.

There will be a public meeting on the rezoning application on November 12<sup>th</sup>. I will look forward to your written submission. Council will not make a decision at the meeting, so there will be an opportunity for more dialogue as needed.

Thank you again,

<[image001.png](#)>

**Christine Woods RPP, MCIP**

Manager of Planning  
Development Services  
Township of South Frontenac

p: +613-376-3027

e: [cwoods@southfrontenac.net](mailto:cwoods@southfrontenac.net)

mailing address: 4432 George St., Box 100, Sydenham, ON,

**From:** [Charles Mitz](#)  
**To:** [Christine Woods](#)  
**Cc:** [Krista Brown](#)  
**Subject:** 6131 Battersea rd  
**Date:** January 24, 2025 9:17:50 AM  
**Attachments:** [image003\\_3b6eccc6-3213-457d-9b70-bdd5383c85a0.png](#)

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Good morning Christine, I have been unable to contact the quarry owner despite numerous phone calls and an email that went unreturned. I would have preferred to speak to Mr. Guido directly but I believe that I can respond to his concerns:

As established in the County's Official Plan, aggregate resources are to be protected. Our report established that the proposed severance will not result in the sterilization of commercial aggregate resources. However, the Official Plan also calls for the protection of aggregate resources from activities that could hinder the continued use of existing operations. The key wording is:

*"The Townships shall identify and protect all existing mineral aggregate operations from incompatible uses and activities that would preclude or hinder their expansion or continued use, or which would be incompatible for reasons of public health, public safety, or environmental impact."*

Should residential development be permitted in close proximity to an operating quarry, the need for extraordinary measures to mitigate noise and vibrations would impose an unwelcome cost to the operator relative to a quarry operating without such constraints. The Brown's proposed severance is located outside the plausible radius where adverse impacts would be predicted from a quarry operating within existing quarry blasting guidelines published by the Ontario Ministry of Environment, Conservation and Parks (i.e., NPC-119). This guideline has a peak particle limit for quarries of 12.5 mm/s for ground vibrations and a limit of 128 dBL for air vibrations.

Mr. Guido makes it clear in his email correspondence that he is concerned about the potential for noise and/or vibration complaints from a future homeowner at the severance location. Here we must acknowledge that neighbouring landowner complaints with respect to noise or vibration can impose a significant cost (in terms of mandatory reporting and investigations) to quarry operators even if such complaints are without merit (i.e., noise and vibration levels are within accepted Provincial standards). I accept that Mr. Guido's concerns are sincere and have a legitimate foundation since the NIMBY and NOTE (not over there either) phenomena are real. However, I do not believe that a fear of meritless noise or vibration complaints can be used to constrain land development on other properties or to block the Brown's proposed severance. Should apprehension of meritless complaints be given weight from a planning perspective, then all development could be hindered even at considerable distance from a pit or quarry (or from any other business that might be similarly affected). The result would be uncertainty and confusion.

Mr. Guido suggested registering a restriction on title for the Brown's severance with the intent of barring any owner from future complaints regarding noise, dust, etc.:

*I would not oppose the rezoning of this land parcel on the condition precedent that a notice if registered on title that the property is near quarry and that any buyer forfeits their right to complain about quarry noise / blasting, truck traffic, dust, any quarry operations.*

Registering an advisory on title makes sense to me although Mr. Guido's proposed wording would not be legally enforceable. Instead, I suggest something along the following lines:

**The owner acknowledges that this property is located in close proximity to a licensed quarry. Quarry operations including rock blasting, rock crushing, and vehicle traffic will occur on an intermittent of continuous basis for the foreseeable future with associated noise, vibration and dust typical of rock quarrying operations.**



**Charles Mitz M.Eng., Ph.D., P.Geo.**  
**Senior Project Manager**  
**Greer Galloway, a division of Jp2g Consultants Inc.**

1620 Wallbridge Loyalist Road, R.R. #5, Belleville | K8N 4Z5, Ontario, Canada  
**e:** [charles.mitz@jp2g.com](mailto:charles.mitz@jp2g.com) | **w:** [www.greergalloway.com](http://www.greergalloway.com)  
**p:** 613-966-3068x350

[CONFIDENTIALITY NOTICE](#)

**By-Law Number 2025-06**

**A By-law to amend By-law 2003-75, as amended, to rezone land from Rural (RU) to Limited Service Residential Waterfront (RLSW) on a portion of lands described as 1133 Sassy Tree Lane, Part 1 Plan 13R3497, Part of Part 1 Plan 13R7940, Part of Lot 6, Concession 13, District of Loughborough: Murray**

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**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 used 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; and

**And** there be no further notice pursuant to Section 34 (17) of the *Planning Act*;

**Therefore be it resolved that the Council of the Corporation of the Township of South Frontenac hereby enacts as follows:**

1. That Schedule "B" to Zoning By-law Number 2003-75 as amended, is hereby further amended by changing zoning from Rural (RU) to Limited Service Residential Waterfront (RLSW) for the lands shown on Schedule "1".
2. This By-law shall come into force in accordance with Sections 34 of the *Planning Act*, 1990, as amended, and take effect either upon the date of passage or as otherwise provided by said Sections 34.

Given First and Second Readings: Tuesday, February 11, 2025

Given Third Reading and Passed: Tuesday, February 11, 2025

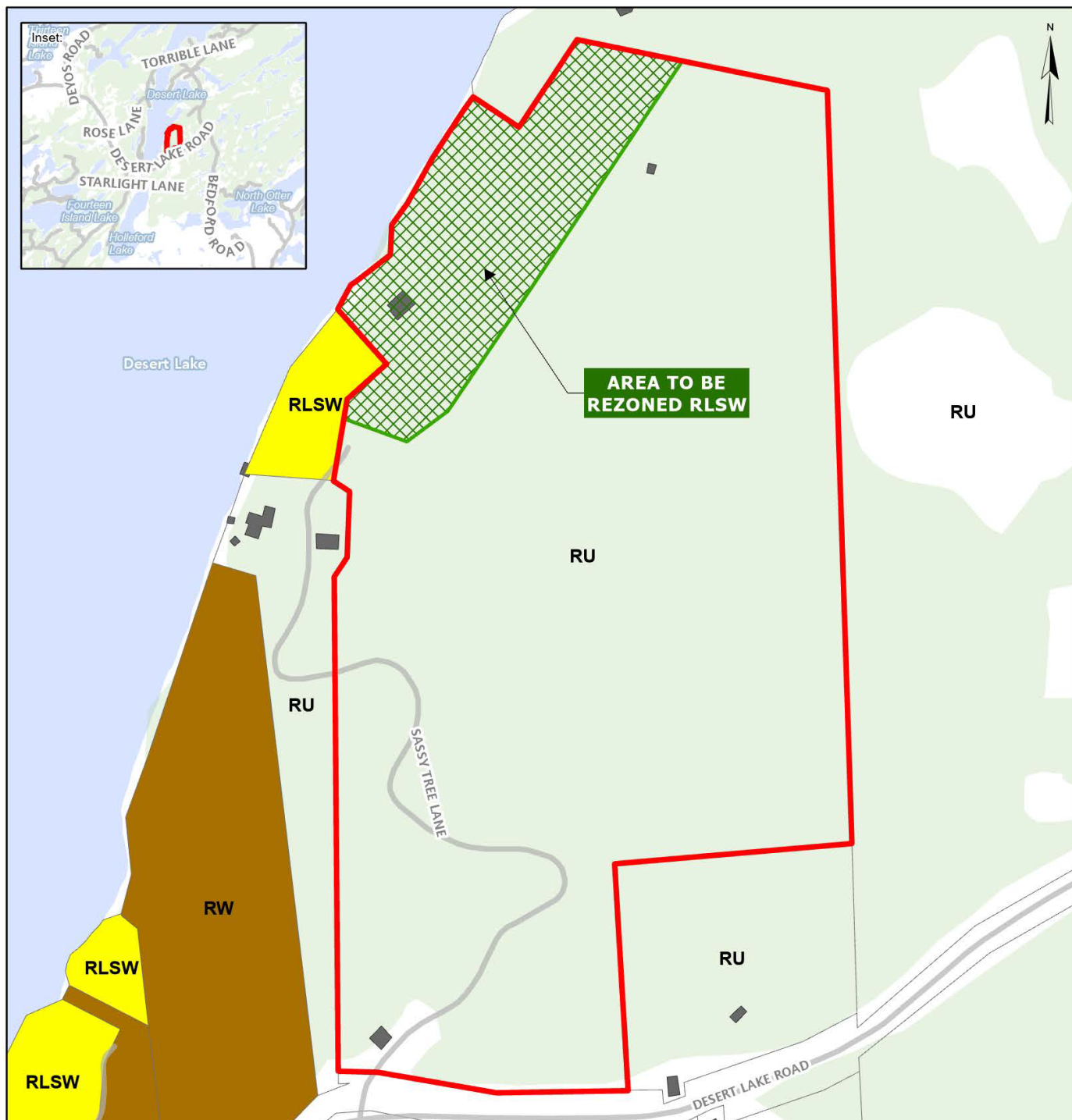
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**James Thompson, Clerk**

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**Ron Vandewal, Mayor**

Schedule 1 of By-law 2025-06



<p><b>SOUTH FRONTENAC</b></p> <p>(MURRAY) 1133 SASSY TREE LANE PL-ZBA-2024-0138</p> <p>Scale: 1:3,000</p>	<p><b>LEGEND</b></p> <p> Subject Property</p> <p> Area to be Rezoned</p> <p> Township Boundaries</p> <p> Building Footprints</p> <p> Wooded Area</p> <p> Waterbody</p> <p> Road</p>		<p><b>Zoning</b></p> <p> AGRICULTURAL ZONE (A)</p> <p> COMMUNITY FACILITY ZONE (CF)</p> <p> ENVIRONMENTAL PROTECTION ZONE (EP)</p> <p> MOBILE HOME RESIDENTIAL ZONE (MHR)</p> <p> OPEN SPACE - PUBLIC ZONE (OS)</p> <p> OPEN SPACE - PRIVATE ZONE (OSP)</p> <p> PIT 'A' ZONE (PA)</p>		<p> PIT 'B' ZONE (PB)</p> <p> QUARRY 'A' ZONE (QA)</p> <p> QUARRY 'B' ZONE (QB)</p> <p> RESIDENTIAL ZONE (R)</p> <p> RURAL COMMERCIAL ZONE (RC)</p> <p> RURAL INDUSTRIAL ZONE (RI)</p> <p> LIMITED SERVICE RESIDENTIAL ZONE (RLS)</p>		<p> LIMITED SERVICE RESIDENTIAL - ISLAND ZONE (RLSI)</p> <p> LIMITED SERVICE RESIDENTIAL - WATERFRONT ZONE (RLSW)</p> <p> RECREATIONAL RESORT COMMERCIAL ZONE (RRC)</p> <p> RURAL ZONE (RU)</p> <p> WATERFRONT RESIDENTIAL ZONE (RW)</p> <p> SALVAGE YARD INDUSTRIAL ZONE (SI)</p> <p> TUZ</p>		<p> URBAN COMMERCIAL ZONE (UC)</p> <p> URBAN INDUSTRIAL ZONE (UI)</p> <p> URBAN MULTIPLE RESIDENTIAL ZONE (UMR)</p> <p> URBAN RESIDENTIAL ZONE - FIRST DENSITY ZONE (UR1)</p> <p> URBAN RESIDENTIAL ZONE - SECOND DENSITY (UR2)</p> <p> WASTE DISPOSAL ZONE (WD)</p>	
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# Township of South Frontenac Staff Report

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**To:** Council  
**From:** Director of Finance  
**Date of Meeting:** February 11, 2025  
**Subject:** 2025 Interim Tax Levy  
**Report Number:** 2025-027

---

## Summary

This report and the attached by-law provide the Township the ability to levy interim property tax amounts to properties within the Township and provides for penalties to be charged on outstanding arrears.

## Recommendation

That By-law 2025-07 being a By-law to establish interim property taxes for 2025, be given first and second reading; and

That By-law 2025-07 be given third reading, signed and sealed.

## Background

Under Section 290 of the *Municipal Act, 2001*, S.O. 2001, the Council of a local municipality, before having adopted its final tax rate for the year, can pass a by-law to levy interim amounts on the assessment of properties in the local municipality.

## Discussion/Analysis

The attached by-law provides for the interim billing of 35% of the prior year's tax levy with a due date of Monday, March 31, 2025. Further, the by-law provides for penalties to be charged the 1<sup>st</sup> of each month on outstanding arrears at a rate of 1.25%.

These amounts are consistent with the provisions of the Municipal Act and are the same rates as in previous years.

## Financial Implications

Approval of the interim tax bylaw is required for the Township to levy 35% of the prior year's tax levy. The final billing in June will incorporate the 2025 tax rate driven from the finalized 2025 budget.

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### Relationship to Strategic Plan

- Not applicable to this report.
- This initiative adheres to the following strategic pillars and directions of the 2023-2026 Strategic Plan.
  - Pillars: Choose an item.
  - Action Item (If Applicable): Insert Text

### Climate Considerations

- Not applicable to this report.
- This initiative supports climate change mitigation/adaption efforts in South Frontenac; and/or impacts the Township's resilience to climate change.

### Notice/Consultation

Not Applicable

### Attachments

Exhibit A – By-law 2025-07

### Approvals

Submitted By:



Stephanie Kuca, Interim Director of Finance

Approved By:



Louise Fragnito, Chief Administrative Officer

**By-Law Number 2025-07****A By-Law to provide for an Interim Tax Levy; Payment of taxes; To provide for penalty and interest of 1.25% on tax arrears per month**

---

**Whereas** Section 317(1) and (2) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that:

1. The Council of a local municipality, before the adoption of the estimates for the year under section 290 of the *Municipal Act, 2001*, may pass a by-law levying amounts on the assessment of the property in the local municipality rateable for local municipality purposes.
2. A by-law for levying amounts under subsection (1) shall be passed in the year that the amounts are to be levied or may be passed in November or December of the previous year if it provides that it does not come into force until a specified day in the following year.

**Whereas** sub-section 317(3) of the *Municipal Act, 2001*, contains the following additional rules:

1. The amounts levied on a property shall not exceed the prescribed percentage, or 50 percent if no percentage is prescribed, of the total amount of taxes for municipal and school purposes levied on the property for the previous year.
2. The percentage under paragraph 1 may be different for different property classes but shall be the same for all properties in a property class.
3. For the purposes of calculating the total amount of taxes for the previous year under paragraph 1, if any taxes for municipal and school purposes were levied on a property for only part of the previous year because assessment was added to the collector's roll during the year, an amount shall be added equal to the additional taxes that would have been levied on the property if the taxes for municipal and school purposes had been levied for the entire year.

**Whereas** sub-section 317(5) of the *Municipal Act, 2001*, contains the following additional rule:

1. The amounts may be levied on assessment added to the tax roll for the current year that was not on the assessment roll upon which the amounts are levied.

**Whereas** Section 342 (1)(a) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that the Council of a local municipality may pass by-laws providing for the payment of taxes in one amount or by installments and the date or dates in the year for which the taxes are imposed on which the taxes or installments are due.

**Whereas** Section 345(1) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that the Council of a local municipality may pass by-laws to impose late payment charges for the non-payment of taxes or any installment by the due date.

**Whereas** sub-sections 345(2) and (3) of the *Municipal Act, 2001*, contains the following additional rules:

1. A percentage charge, not to exceed 1  $\frac{1}{4}$  per cent of the amount of taxes due and unpaid, may be imposed as a penalty for the non-payment of taxes on the first day of default or such later date as the by-law specifies.
2. Interest charges, not to exceed 1  $\frac{1}{4}$  per cent each month of the amount of taxes due and unpaid, may be imposed for the non-payment of taxes in the manner specified in the by-law but interest may not start to accrue before the first day of default.

**Whereas** Section 346(2) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that the Council of a local municipality may pass by-laws to provide for the payment of taxes by any person into a financial institution to the credit of the treasurer of the municipality and, in that case, the person making the payment shall be entitled to be issued a receipt by the institution for the amount paid.

**Whereas** Council deems it expedient to pass a by-law for such purposes; and

**Therefore be it resolved that the Council of the Corporation of the Township of South Frontenac hereby enacts as follows:**

1. For all property classes, that an interim tax levy hereby be imposed and levied in the amount of 35% of the total annualized taxes for municipal and school purposes levied on the property in the previous year.
2. For the purposes of calculating the total amount of taxes for the prior year under paragraph 1, the following rules shall also apply:
  - a. Taxes for municipal and school purposes levied on a property for only part of the previous year because assessment was added to the collector's roll during the year, shall have an amount added equal to the additional taxes that would have been levied on the property if the taxes for municipal and school purposes had been levied for the entire year.
  - b. In the event that assessment has been added to the tax roll for the current year that was not on the assessment roll in the prior year, the related properties shall have an interim levy imposed and collected.
3. The said interim tax levy shall become due and payable on the 31<sup>st</sup> day of March 2025.
4. On all taxes of the interim tax levy which are in default on the first day of default, a penalty of 1.25% shall be added and thereafter a penalty of 1.25% per month (15% per annum) shall be added on the first day of each and every month in which the default continues.

## Township of South Frontenac By-Law Number 2025-07

Page 3 of 4

5. On all other taxes in default on January 1<sup>st</sup>, 2025, interest shall be added at the rate of 1.25% per month (15% per annum) or fraction thereof.
6. Penalties and interest on all taxes of the interim tax levy in default shall become due and payable and shall be collected forthwith as if the same had originally been imposed and formed part of such unpaid interim tax levy.
7. The collector shall send a tax bill to the taxpayer's residence or place of business or to the premises in respect of which the taxes are payable unless the taxpayer directs the treasurer in writing to send the bill to another address, in which case it shall be sent to that address.
8. The taxes are payable at the following:
  - a) Township of South Frontenac municipal offices located at:  
\*4412 Wheatley Street, Community Room, Sydenham, Ontario,  
K0H 2T0  
\*Temporary location for tax payment during Townhall renovation
  - b) At any financial institution or payment processor having payment arrangements with the Township of South Frontenac.
  - c) By filing an application for voluntary pre-authorized payment for automatic debit of installment from bank account, in accordance with the Township's standard practice.
  - d) By credit card through a third party processor. The link is available on the Township website [www.southfrontenac.net](http://www.southfrontenac.net) and can be found under living here/property taxes/how to pay
  - e) By payment through Virtual Municipal office. The site can be accessed through <https://vmo.southfrontenac.net:1080/vch/>
  - f) By mail at PO Box 100, Sydenham, Ontario, K0H 2T0
9. The Treasurer is hereby empowered to accept partial payments from time to time on account of taxes due and shall credit such payment first on account of the interest and percentage charges, if any, added to such taxes and shall credit the remainder of such payment against that part of the taxes that has been in arrears for the greatest period of time but no such payment shall be received after a tax arrears certificate has been registered under section 378 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended.
10. This by-law shall come into force and take effect on the day of passing.

Given First and Second Readings: Tuesday, February 11, 2025

Given Third Reading and Passed: Tuesday, February 11, 2025

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**James Thompson, Clerk**

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**Ron Vandewal, Mayor**

# Township of South Frontenac Staff Report

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**To:** Council

**From:** Office of the Clerk

**Date of Meeting:** February 11, 2025

**Subject:** LA-2025-001 (Featherston & D'Amour-Featherston) Licence Agreement Application, 2498 Sands Road, Road Allowance Between Lot 6 and Lot 7 Concession 8 Storrington

**Report Number:** 2025-016

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## Summary

As a result of the decision of the Committee of Adjustment regarding minor variance application [PL-ZNA-2024-0117](#), an application has been received asking that Council consider entering into a Licence Agreement to allow the continued use of a portion of unopened road allowance for the purposes of a driveway for access to the owner's property.

## Recommendation

That By-law 2025-08 being a By-law to authorize the Mayor and Clerk to enter into a Licence Agreement with the applicants Taylor Featherston and Amanda D'Amour-Featherston for the purpose of recognizing the existing use of the unopened road allowance between Lot 6 and Lot 7 Concession 8 Storrington, be given first and second reading; and

That By-law 2025-08 be given third reading, signed and sealed.

## Background

The applicants, Amanda D'Amour-Featherston and Taylor Featherston own a property municipally known as 2498 Sands Road. The subject property has historically been accessed via an unopened road allowance from Sands Road.

Due to a minor variance process between 2000 and 2005, it was discovered that a dwelling and septic system encroached into the road allowance. In 2005, Township Council ultimately agreed to stop up, close and sell a portion of the road allowance to allow the dwelling to remain. A narrow portion of the road allowance remains to the east of the property's side lot line. This portion of the road allowance is presently used for the laneway and parking area. A small portion to the North end of the property remains as a right of way of the adjacent property's access, identified as Part 2 of Plan 13R13838.

As a condition to application PL-ZNA-2024-0117 to enlarge a legal non-conforming dwelling on the property, the applicants are required to obtain a licence application for the continued use of the unopened road allowance.

[www.southfrontenac.net](http://www.southfrontenac.net)

South Frontenac is a welcoming and thriving rural community.

As per By-law 2024-66, the Municipality may enter into a Licence agreement with a property owner to allow the continued use of the road allowance as a means of access to that person's property.

### **Discussion/Analysis**

The applicants have submitted a request to allow the use of the unopened road allowance for their driveway access to the property. The Minor Variance application for the permission to enlarge a legal non-conforming dwelling under section 45(2) of the Planning Act was heard and subsequently approved at the November 14, 2024 Committee of Adjustment meeting, and obtaining a licence agreement for the continued use of the unopened road allowance as a means of access to the subject property is one of the conditions.

The property is civically addressed from Sands Road but is accessed via a driveway over an unopened road allowance. Due to the location of the property as shown in the property map in Exhibit A, access through the road allowance is the only viable option from Sands Road.

Clerk's Department and Public Services staff visited the property on January 21, 2025. Public Service staff have indicated they have no concerns with the Licence Agreement, but did note that as the driveway is already in place it would be advisable to note this in the agreement. It was also noted that there should be no further construction on the unopened road allowance, and the Agreement is to permit only the portions of the driveway that traverse over the unopened road allowance.

Once the Agreement has been fully executed, the Applicant's lawyer will register the by-law on title to the benefitting lands with the Agreement as Schedule "A". No registrations will occur on title to the unopened road allowance.

### **Financial Implications**

The application fee has been paid by the applicants.

The applicants will be responsible for the payment of the legal fees to have the documents registered on title to the benefitting lands.

A fee of \$10.00 per year due January 31, is applicable to every Licence Agreement to keep it in good standing.

### **Relationship to Strategic Plans**

- Not applicable to this report.
- This initiative adheres to the following guiding principle of the 2023-2026 Strategic Plan.
  - Priority: Choose an item.
  - Action Item (If Applicable): Insert Text

### **Climate Considerations**

- Not applicable to this report.

- This initiative supports climate change mitigation/adaption efforts in South Frontenac; and/or impacts the Township’s resilience to climate change.

**Notice/Consultation**

Not applicable.

**Attachments**

Exhibit A – Location Map

Exhibit B – By-law 2025-08

Exhibit C – Licence Agreement

**Approvals**

Prepared By: Heather Woodland, Deputy Clerk

Submitted By:



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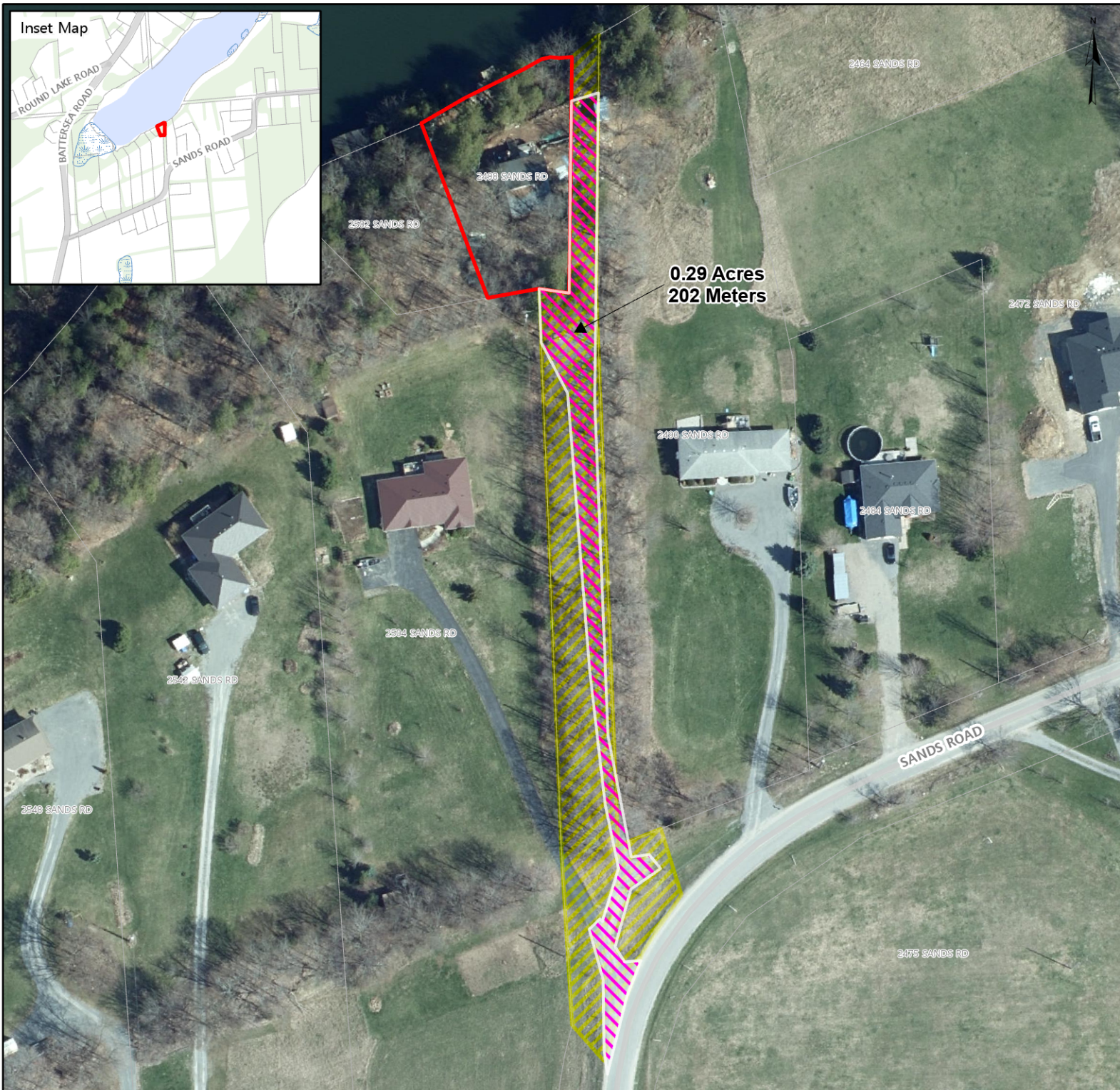
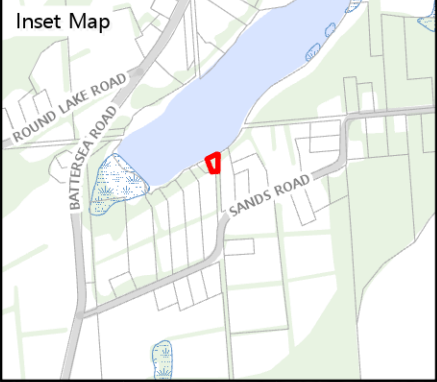
James Thompson, Clerk

Approved By:



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Louise Fragnito, Chief Administrative Officer



**SOUTH  
FRONTENAC**

**PRIVATE LANEWAY  
2498 SANDS ROAD**

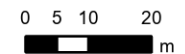
**Legend**

-  Laneway Area
-  Subject Lands
-  Unopened Road Allowance

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While the County makes every effort to insure that the information presented is accurate for the intended uses of this map, there is an inherent error in all mapping products, and accuracy of the mapping cannot be guaranteed for all possible uses. This map displays basic topographic features only.

Scale: 1:1,200



UTM Zone 18 NAD 83

**By-Law Number 2025-08****A By-Law to Authorize the Execution of a Licence Agreement Between the Township of South Frontenac and Amanda D'Amour-Featherston and Taylor Featherston. Relating to the Existing and Continued use of the Unopened Road Allowance, between Lot 6 and Lot 7 Concession 8, Former Township of Storrington, Township of South Frontenac**

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**Whereas** pursuant to Section 9 of the *Municipal Act*, 2001, S.O. 2001, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**Whereas** pursuant to Section 5.3 of the *Municipal Act*, 2001, c.25, the powers of every Council shall be exercised by by-law;

**Whereas** it is deemed expedient that the Township of South Frontenac enter into an agreement with Amanda D'Amour and Taylor Featherston respecting the use of the unopened road allowance between Lot 6 and Lot 7 Concession 8, Former Township of Storrington, Township of South Frontenac for the purpose of accessing the property Municipally known as 2498 Sands Road;

**Whereas** such agreement is required to set out the terms and conditions of the provision of such service;

**Therefore Be It Resolved That** the Council of the Township of South Frontenac enacts as follows:

1. **That** the Mayor and the Clerk are hereby authorized, on behalf of the Township of South Frontenac, to enter into and execute under its corporate seal, a Licence Agreement with Amanda D'Amour-Featherston and Taylor Featherston.
2. **That** a copy of the said agreement shall remain attached to and form part of this by-law marked as Schedule A.
3. **That** the Owner(s) of the lands as of the date of by-law passage shall pay all costs associated with the development, passage and registration of this by-law.
4. **That** this by-law shall be registered in the Land Registry Office and the Municipality shall be provided with the appropriate documentation that the registration has been completed within ten (10) business days of the date of registration.
5. **That** passage of this by-law shall be deemed to include authorization to legal counsel to register the same in the Land Registry Office without further written authorization.
6. **That** this by-law shall come into force and effect on the final date of passing.

Given First and Second Readings: Tuesday, February 11, 2025

Given Third Reading and Passed: Tuesday, February 11, 2025

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**James Thompson, Clerk**

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**Ron Vandewal, Mayor**

## Licence Agreement

Made this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Between:

Taylor Featherston & Amanda D'Amour-Featherston  
Hereinafter called the "Licensee"

of the First Part

-and-

The Corporation of the Township of South Frontenac  
hereinafter called the "Licensor"

of the Second Part

WHEREAS the Licensee is the registered owner in fee simple of certain lands located in the Township of South Frontenac more particularly described in Schedule "A" (the Owners' Lands");

AND WHEREAS the Council of the Corporation of the Township of South Frontenac has agreed to enter into a Licence Agreement with the Licensee to provide access along a portion of the unopened road allowance between Lot 6 and Lot 7 Concession 8, Former Township of Storrington, Township of South Frontenac;

AND WHEREAS Section 28, (2)(a) of the *Municipal Act*, 2001, c. 25, gives local municipalities jurisdiction over all road allowances located in the municipality; and whereas Council is authorized to license the use of un-travelled portions of highways under its jurisdiction;

AND WHEREAS it was a condition of the Committee's approval that the Owner of the lands enter into this agreement with the Licensor on the terms set out;

AND WHEREAS the Licensor is authorized to enter into this agreement and register it against the title to the Licensee's lands as described in Schedule "A" of this agreement, pursuant to subsections 45(9.1) and 45(9.2) of the *Planning Act*, R.S.O. 1990, as amended;

AND WHEREAS the Licensee has agreed that the Licensor shall not be liable for the maintenance, improvement or use of the road allowance after any permitted alterations;

AND WHEREAS the Licensee has agreed that the Licensor may enforce the terms of this Agreement pursuant to sections 445 and 446 of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, including the authority to order remedial work to be completed at the Licensee's sole cost;

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree with each other as follows:

1. In this Agreement,
  - a. "Licensee's Property" means those lands owned by the Licensee described in Schedule "A" to this Agreement;
  - b. "Road Allowance" means that portion of the unopened road allowance described in Schedule "B" to this Agreement;
2. The Licensor grants to the Licensee a non-exclusive license to use the Road Allowance for the purpose of pedestrian and vehicular access to and from the Licensee's Property.

3. The term of this Licence shall be from the date of this Agreement to December 31, 2025, and thereafter from year to year.
4. Upon entering into this Agreement, the Licensee shall pay the Licensor the sum of \$10.00 and, prior to January 31 of each year thereafter, the further sum of \$10.00 which shall be added to the tax roll and collected in the same manner as taxes pursuant to Section 398 of the *Municipal Act*, 2001, S.O. 2001, during the term of this Licence.
5. The Licensee acknowledges that they have no rights, title or interest in the Road Allowance other than as provided in this Agreement.
6. The Licensor may, at any time, terminate this license by giving the Licensee a minimum of 60 days written notice of termination, and the annual payment for the license fee shall be apportioned as of the date of termination. The Licensee agrees that upon termination the Licensee hereby irrevocably waives any rights to claim damages or loss as against the Licensor.
7. The Licensee covenants with the Licensor:
  - a. To accept the Road Allowance in an "as is" condition and not to require the Licensor to pay for or do any work or supply any equipment or services in connection with the Licensee's use of the Road Allowance;
  - b. To pay the annual Licence fee;
  - c. To obtain all necessary permits and approvals required by law and as determined by the scope of work which is to be submitted and approved by the Licensor as outlined in clause d;
  - d. Not to remove any trees or commence any work, or make any changes in surfacing, grade or landscaping on the Road Allowance as described in Schedule "C" except in accordance with plans and specifications submitted to and approved by the Licensor;
  - e. The Licensor and the licensee acknowledge that the driveway serving access to the lands as described in Schedule "C" currently exists and has existed for several years. No alterations will take place on the existing driveway unless a plan as mentioned in clause d above is submitted to the Licensor and is approved prior to commencing work;
  - f. To keep the Road Allowance in a clean and well-ordered condition, and not to permit any rubbish, refuse, debris or other objectionable material to be stored, or to accumulate thereon;
  - g. To use the Road Allowance only for the purpose of access to and from the Licensee's Property and not to interfere, obstruct or impede in any way the use of the Road Allowance by the Licensor or any other member of the public;
  - h. Not to assign or otherwise transfer this Licence without the prior written consent of the Licensor, which consent may be arbitrarily withheld;
  - i. To erect and maintain a sign at the point of intersection of the Road Allowance and the travelled road that states: "Road Not Assumed by Municipality", but otherwise not to erect any signs, fences, buildings, structures or fixtures on the Road Allowance without the prior written consent of the Licensor;
  - j. To ensure that nothing is done or kept at or on the Road Allowance which is or may be a nuisance, or carry on any activity or do anything else, which causes disturbance to or interferes with the users or occupants of any neighbouring property, or which in the opinion of the Licensor may cause damage to the road allowance or any neighbouring property;
  - k. To take, at the Licensee's own expense, all measures necessary to ensure to the Licensor's satisfaction that any municipal services or utilities now or in the future on, under or adjacent to the Road Allowance are or will be adequately protected against damage, impairment, destruction or loss;

- l. To ensure that no inflammable or explosive substances, contaminants, pollutants, or hazardous or environmentally sensitive materials are brought on to the Road Allowance, other than materials legally permitted on Township roads without special permit;
  - m. Upon termination of this Licence to remove from the Road Allowance all fixtures and chattels belonging to the Licensee, with all damage if any, caused by such removal made good by the Licensee;
  - n. Upon failure by the Licensee to comply with any covenants or obligations imposed under this Agreement within 14 days written notice requiring such compliance from the Licensor, the Licensor may enter the Road Allowance and fulfill such conditions at the sole expense of the Licensee, who shall forthwith upon being invoiced therefore, reimburse the Licensor for all of its costs;
  - o. That the Licensor has no obligation during or upon expiration of the term of this licence to compensate or reimburse the Licensee for any costs or expenses incurred by the Licensee to improve or maintain the Road Allowance, all of which will be done for the benefit of the Licensee and not the Licensor;
  - p. Not to register this Agreement or a notice of this Agreement or any other notice of the Licensee's interest in the Road Allowance against title to the Road Allowance;
  - q. To indemnify and save harmless, the Licensor from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings made or brought against, suffered by or imposed on the Licensor in respect of any loss, damage or injury to any person or property directly or indirectly arising out of, resulting from or sustained as a result of the Licensee's occupation or use of the Road Allowance;
  - r. To further indemnify and save harmless the Licensor from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the *Construction Act* in connection with any work done for the Licensee at or on the Road Allowance, and to promptly attend at the Licensee's expense to the removal of every claim for lien or certificate of action having to do with such work within 14 days of being notified in writing by the Licensor to do so, failing which the Licensor may attend to such removal and recover the expense and all attendant costs from the Licensee;
  - s. To take out and maintain in force at all times, a comprehensive policy of public liability and property damage insurance acceptable to the Licensor, that provides insurance coverage in respect of any one occurrence to a limit of not less than two million dollars (\$2,000,000.00) exclusive of interest and costs, against loss or damage resulting from bodily injury to, or death of one or more persons and loss of or damage to property, and that names the Licensor on the policy as an additional insured;, and to provide the Licensor with proof of such insurance no later than the 15<sup>th</sup> day of January each year or upon request.
8. This Agreement shall be binding upon, and enure to the benefit of, the parties and their respective successors and permitted assigns.

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

\_\_\_\_\_  
Amanda D'Amour-Featherston  
Licensee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Taylor Featherston  
Licensee

THE CORPORATION OF THE  
TOWNSHIP OF SOUTH FRONTENAC

Per:

\_\_\_\_\_  
Ron Vandewal – Mayor

\_\_\_\_\_  
James Thompson – Clerk

We have the authority to bind the corporation.

**Schedule "A"**

**The Licensee Lands**

Part Lot 6 Concession 8 Storrington Part 1 & 2 13R5043; Part Road Allowance Between Lot 6 and Lot 7 Concession 8 Storrington Closed By FR751649, Part 1 & 2 13R17838; Subject to FR752064

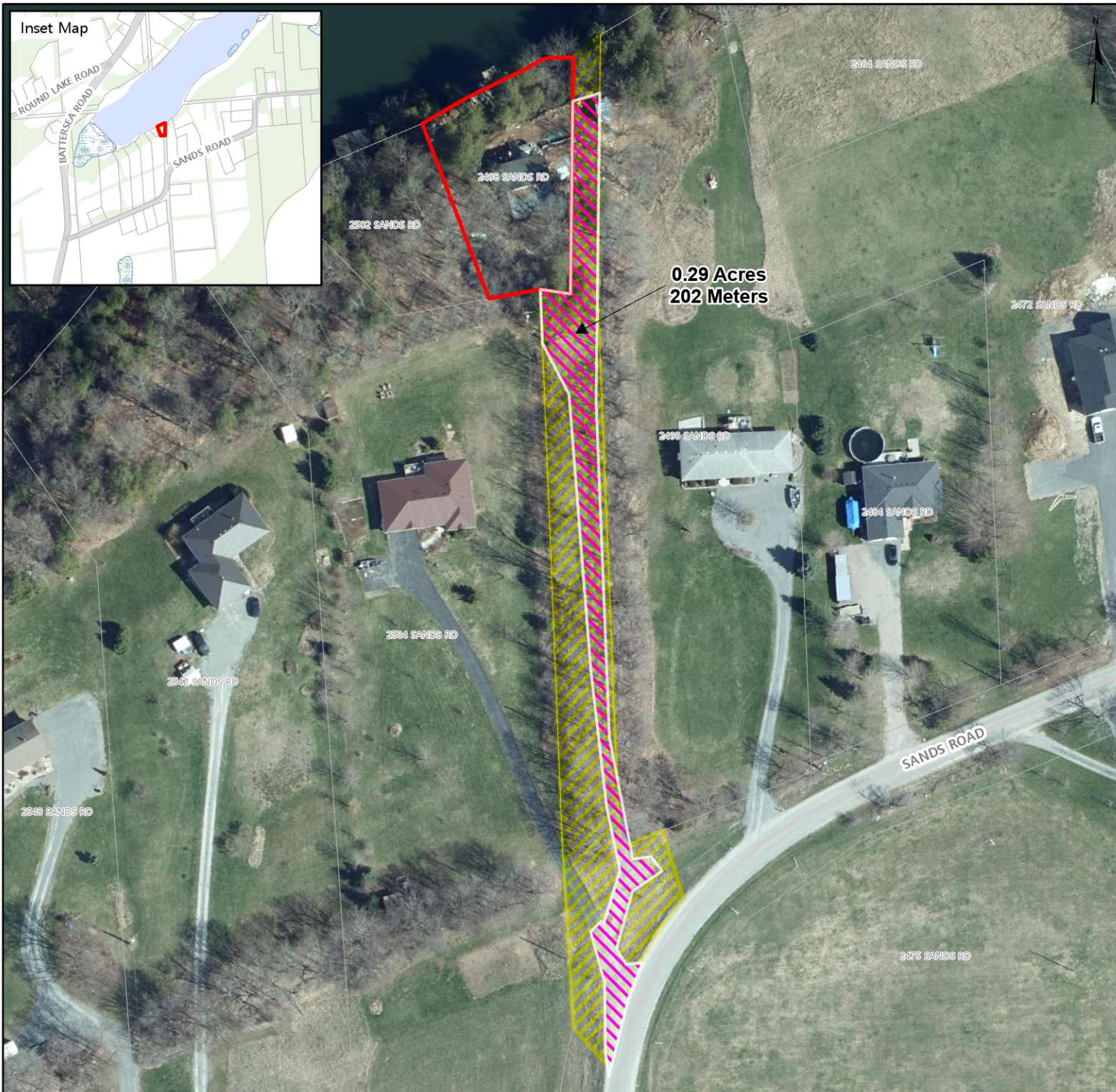
All of PIN: 362960584

**Schedule "B"**




**Road Allowance Legal Description**

Being a portion of the Road Allowance Between Lot 6 and Lot 7 Concession 8 Storrington Lying South of Cedar Lake & North of Road Allowance Between Concession 7 and Concession 8 Except Part 1 & 2 13R17838; South Frontenac.

Being a portion of PIN: 362960583

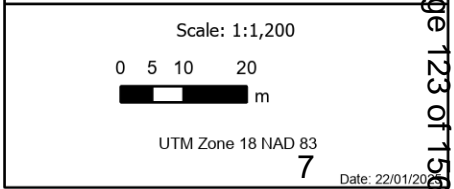


**PRIVATE LANEWAY  
2498 SANDS ROAD**

- Legend
-  Laneway Area
  -  Subject Lands
  -  Unopened Road Allowance

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While the County makes every effort to insure that the information presented is accurate for the intended uses of this map, there is an inherent error in all mapping products, and accuracy of the mapping cannot be guaranteed for all possible uses. This map displays basic topographic features only.



# Township of South Frontenac Staff Report

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**To:** Council

**From:** Office of the Clerk

**Date of Meeting:** February 11, 2025

**Subject:** LA-2025-002 (Deaves and Archibald) Licence Agreement Application, 6438 Bedford Road, Road Allowance Between Concession 10 and 11, Lot 10 Loughborough

**Report Number:** 2025-017

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## Summary

As a result of the decision of the Committee of Adjustment regarding minor variance application [PL-ZNA-2024-0110](#), an application has been received asking that Council consider entering into a Licence Agreement to allow the continued use of a portion of unopened road allowance for the purposes of a driveway for access to the owner's property.

## Recommendation

That By-law 2025-09 being a By-law to authorize the Mayor and Clerk to enter into a Licence Agreement with the applicants Michael Deaves and Renee Archibald for the purpose of recognizing the existing use of the unopened road allowance between Concession 10 and 11, Lot 10 Loughborough, be given first and second reading; and

That By-law 2025-09 be given third reading, signed and sealed.

## Background

The applicants, Michael Deaves and Renee Archibald own a property municipally known as 6438 Bedford Road. The subject property is accessed from an entrance from Bedford Road and travels North into the unopened road allowance before re-entering the property as shown on the location map attached as Exhibit A. According to a 1987 survey (Plan 13R7779), it is evident that the laneway travelled through the property and unopened road allowance in approximately the same location as it exists today.

As a condition to application PL-ZNA-2024-0110 to enlarge a legal non-conforming dwelling on the property, the applicants are required to obtain a licence application for the continued use of the unopened road allowance.

As per By-law 2024-66, the Municipality may enter into a Licence agreement with a property owner to allow the continued use of the road allowance as a means of access to that person's property.

## Discussion/Analysis

The applicants have submitted a request to allow the use of the unopened road allowance for their driveway access to the property. The Minor Variance application for the permission to enlarge a legal non-conforming dwelling under section 45(2) of the Planning Act was heard and subsequently approved subject to conditions at the November 14, 2024 Committee of Adjustment meeting, and obtaining a licence agreement for the continued use of the unopened road allowance as a means of access to the subject property is one of the conditions.

Clerk's Department and Public Services staff visited the property on January 21, 2025. It was noted that the topography of the property influenced the path of the driveway due to a large ridge which rises 16 metres up from Bedford Road that separates the existing dwelling from Bedford Road. The topographic survey is attached as Exhibit B. Public Service staff have indicated they have no concerns with the Licence Agreement, but did note that as the driveway is already in place it would be advisable to document this condition in the agreement. It was also noted that there should be no further alterations on the unopened road allowance, and the Agreement is to permit only the portions of the driveway that traverse over the unopened road allowance.

Once the Agreement has been fully executed, the Applicant's lawyer will register the by-law on title to the benefitting lands with the Agreement as Schedule "A". No registrations will occur on title to the unopened road allowance.

## Financial Implications

The application fee has been paid by the applicants.

The applicants will be responsible for the payment of the legal fees to have the documents registered on title to the benefitting lands.

A fee of \$10.00 per year due January 31st, is applicable to every Licence Agreement to keep it in good standing.

## Relationship to Strategic Plans

- Not applicable to this report.
- This initiative adheres to the following guiding principle of the 2023-2026 Strategic Plan.
  - Priority: Choose an item.
  - Action Item (If Applicable): Insert Text

## Climate Considerations

- Not applicable to this report.
- This initiative supports climate change mitigation/adaption efforts in South Frontenac; and/or impacts the Township's resilience to climate change.

### **Notice/Consultation**

Not applicable.

### **Attachments**

Exhibit A – Property Map

Exhibit B – Topographic Survey

Exhibit C – By-law 2025-09

Exhibit D – Licence Agreement

### **Approvals**

Prepared By: Heather Woodland, Deputy Clerk

Submitted By:



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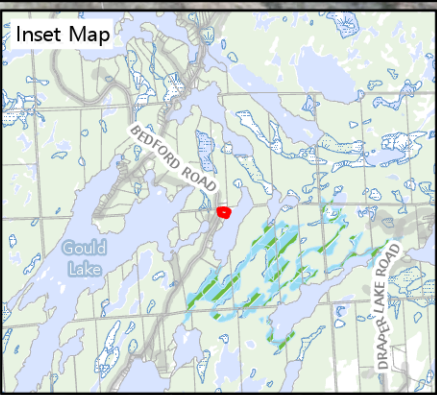
James Thompson, Clerk

Approved By:



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Louise Fragnito, Chief Administrative Officer






CON 11 LOT 11 ELBOW LAKE  
& OTTER LAKE SOUTH AND  
BASS LAKE AND HILL LAKE



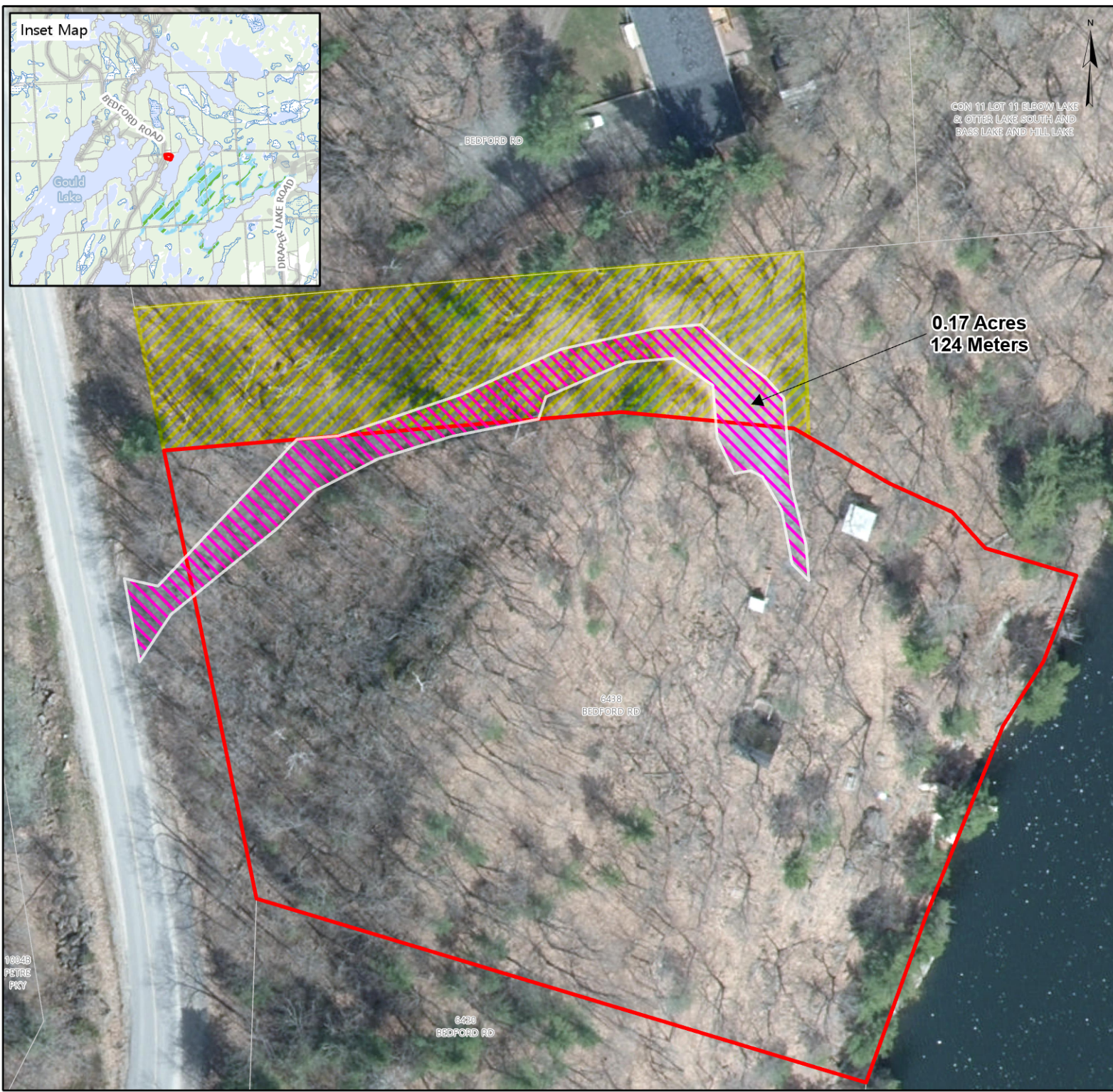
# SOUTH FRONTENAC

## PRIVATE LANEWAY 6438 BEDFORD ROAD

### Legend

-  Subject Lands
-  Laneway Area
-  Unopened Road Allowance

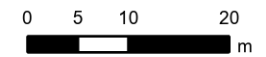
0.17 Acres  
124 Meters



Produced by the County of Frontenac under license with the Ontario Ministry of Natural Resources © King's Printer for Ontario, 2025.

While the County makes every effort to insure that the information presented is accurate for the intended uses of this map, there is an inherent error in all mapping products, and accuracy of the mapping cannot be guaranteed for all possible uses. This map displays basic topographic features only.

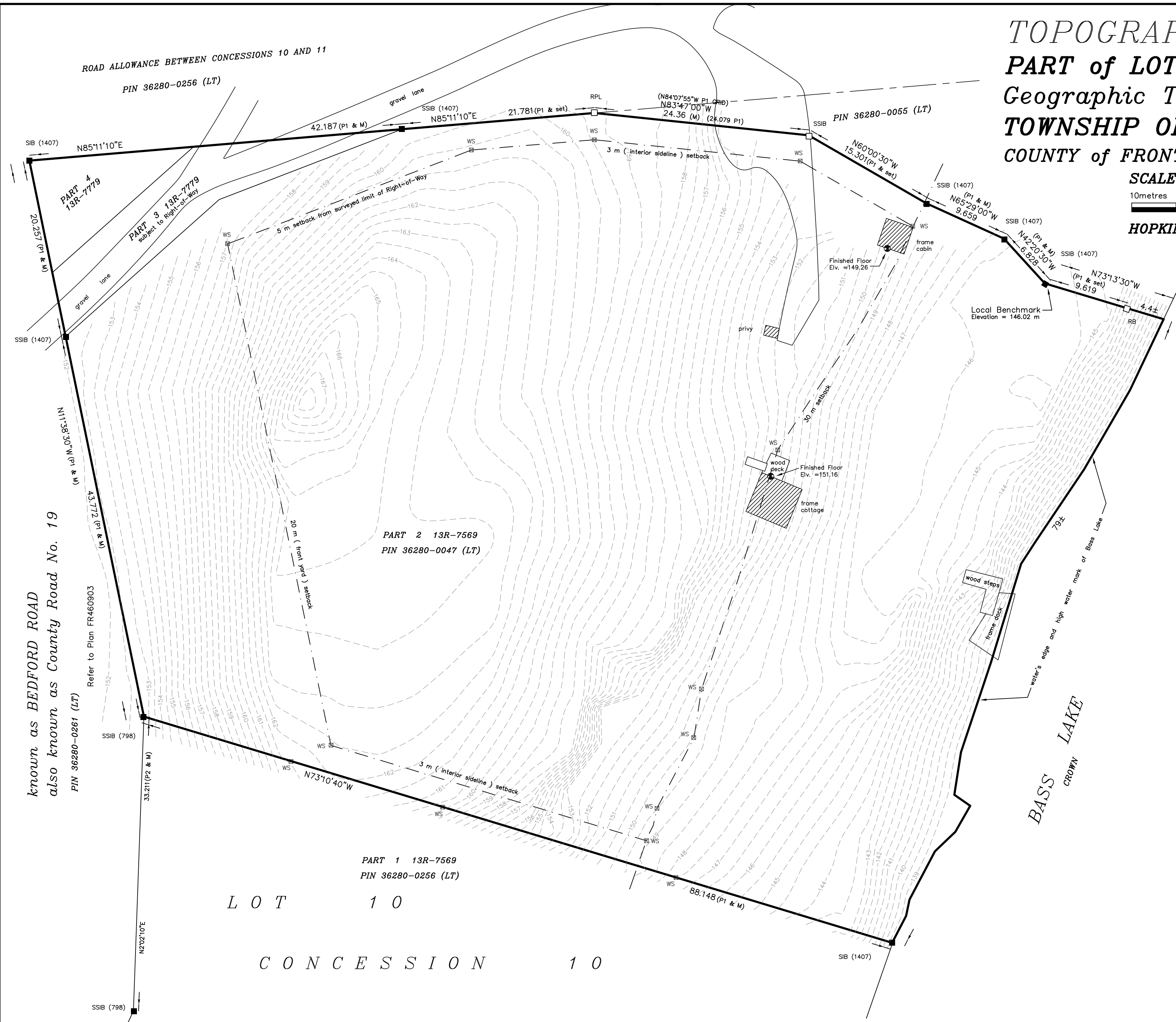
Scale: 1:750



UTM Zone 18 NAD 83

# TOPOGRAPHIC PLAN of PART of LOT 10, CONCESSION 10 Geographic Township of Loughborough TOWNSHIP OF SOUTH FRONTENAC COUNTY of FRONTENAC

SCALE = 1:300  
10metres 0 10 20 30metres  
HOPKINS CHITTY LAND SURVEYORS INC.  
- 2024 -



### NOTE

ELEVATIONS ARE GEODETIC AND ARE DERIVED FROM SIMULTANEOUS GPS OBSERVATIONS AND ARE REFERRED TO CGVD28 DATUM.

BEARINGS ARE UTM GRID, DERIVED FROM MULTIPLE REAL TIME KINEMATIC (RTK) OBSERVATIONS, UTM ZONE 18 (75° WEST LONGITUDE) NAD83 (CSRS) (2010.0)

FOR BEARING COMPARISONS, A ROTATION OF 1°07'55" CLOCKWISE WAS APPLIED TO BEARINGS ON PLAN 29R-7779.

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999768.

THE POSITION OF UNDERGROUND SERVICES AND STRUCTURES HAVE NOT BEEN LOCATED ON THIS PLAN.

THIS PLAN IS NOT INTENDED TO BE USED FOR EXCAVATION PURPOSES. CONTRACTORS REQUIRE SITE SPECIFIC LOCATES PRIOR TO ANY EXCAVATION.

### SURVEYOR'S CERTIFICATE:

I CERTIFY THAT:

1. The SURVEY was completed on the 25th day of March, 2024.

DATE: March 26th, 2024

THOMAS MacDONALD - O.L.S.

THIS PLAN RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-70074

### METRIC

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

### LEGEND:

P1 " Plan 13R-7779	— T — Overhead Telephone Line	HP " Hydro Pole	— □ — denotes Planted Survey Monument
P2 " Plan 13R-7569	— s — Chain Link Fence	LS " Light Standard	— ■ — Found Survey Monument
	— c — Centerline of Ditch	PH " Fire Hydrant	SIB " Standard Iron Bar
	— E — Centerline of Road	MH " Manhole	SSIB " Short Standard Iron Bar
	— s — Shoulder of Road	WS " Wood Stake	IB " Iron Bar
	— p — Edge of Pavement		(798) " Ray Hunter O.L.S.
	— e — Edge of Gravel		(1407) " M. Peter Allen O.L.S.
	— H — Overhead Hydro Line		(WIT) " Witness



Party Chief: BC	Instrument: MK	Checked By: TGM	Plan By: TE
<b>HOPKINS CHITTY LAND SURVEYORS INC. Ontario Land Surveyors</b> www.hopkinschitty.com			
1224 GARDINERS ROAD, SUITE 102 KINGSTON, ONTARIO K7P-0G2 Tel (613) 384-9266 Fax (613) 384-3513		PROJECT No. 2024-0021 LOT 10, CONCESSION 10 TOWNSHIP OF LOUGHBOROUGH	

**By-Law Number 2025-09**

**A By-Law to Authorize the Execution of a Licence Agreement Between the Township of South Frontenac and Michael Deaves and Renee Archibald Relating to the Existing and Continued use of the Unopened Road Allowance, between Concession 10 and Concession 11, Loughborough, Lying East of a Forced Road known as Bedford Road & West of Bass Lake; Township of South Frontenac**

---

**Whereas** pursuant to Section 9 of the *Municipal Act*, 2001, S.O. 2001, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**Whereas** pursuant to Section 5.3 of the *Municipal Act*, 2001, c.25, the powers of every Council shall be exercised by by-law;

**Whereas** it is deemed expedient that the Township of South Frontenac enter into an agreement with Amanda D'Amour and Taylor Featherston respecting the use of the unopened road allowance between Concession 10 and Concession 11, Loughborough, Lying East of a Forced Road known as Bedford Road & West of Bass Lake; Township of South Frontenac for the purpose of accessing the property Municipally known as 6438 Bedford Road;

**Whereas** such agreement is required to set out the terms and conditions of the provision of such service;

**Therefore Be It Resolved That** the Council of the Township of South Frontenac enacts as follows:

1. **That** the Mayor and the Clerk are hereby authorized, on behalf of the Township of South Frontenac, to enter into and execute under its corporate seal, a Licence Agreement with Michael Deaves and Renee Archibald.
2. **That** a copy of the said agreement shall remain attached to and form part of this by-law marked as Schedule A.
3. **That** the Owner(s) of the lands as of the date of by-law passage shall pay all costs associated with the development, passage and registration of this by-law.
4. **That** this by-law shall be registered in the Land Registry Office and the Municipality shall be provided with the appropriate documentation that the registration has been completed within ten (10) business days of the date of registration.
5. **That** passage of this by-law shall be deemed to include authorization to legal counsel to register the same in the Land Registry Office without further written authorization.
6. **That** this by-law shall come into force and effect on the final date of passing.

Given First and Second Readings: Tuesday, February 11, 2025

Given Third Reading and Passed: Tuesday, February 11, 2025

---

**James Thompson, Clerk**

---

**Ron Vandewal, Mayor**

## Licence Agreement

Made this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Between:

Michael Deaves & Renee Archibald  
Hereinafter called the "Licensee"

of the First Part

-and-

The Corporation of the Township of South Frontenac  
hereinafter called the "Licensor"

of the Second Part

WHEREAS the Licensee is the registered owner in fee simple of certain lands located in the Township of South Frontenac more particularly described in Schedule "A" (the Owners' Lands");

AND WHEREAS the Council of the Corporation of the Township of South Frontenac has agreed to enter into a Licence Agreement with the Licensee to provide access along a portion of the unopened road allowance between Concession 10 and 11, Former Township of Loughborough, Township of South Frontenac;

AND WHEREAS Section 28, (2)(a) of the *Municipal Act*, 2001, c. 25, gives local municipalities jurisdiction over all road allowances located in the municipality; and whereas Council is authorized to license the use of un-travelled portions of highways under its jurisdiction;

AND WHEREAS it was a condition of the Committee's approval that the Owner of the lands enter into this agreement with the Licensor on the terms set out;

AND WHEREAS the Licensor is authorized to enter into this agreement and register it against the title to the Licensee's lands as described in Schedule "A" of this agreement, pursuant to subsections 45(9.1) and 45(9.2) of the *Planning Act*, R.S.O. 1990, as amended;

AND WHEREAS the Licensee has agreed that the Licensor shall not be liable for the maintenance, improvement or use of the road allowance after any permitted alterations;

AND WHEREAS the Licensee has agreed that the Licensor may enforce the terms of this Agreement pursuant to sections 445 and 446 of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, including the authority to order remedial work to be completed at the Licensee's sole cost;

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree with each other as follows:

1. In this Agreement,
  - a. "Licensee's Property" means those lands owned by the Licensee described in Schedule "A" to this Agreement;
  - b. "Road Allowance" means that portion of the unopened road allowance described in Schedule "B" to this Agreement;
2. The Licensor grants to the Licensee a non-exclusive license to use the Road Allowance for the purpose of pedestrian and vehicular access to and from the Licensee's Property.

3. The term of this Licence shall be from the date of this Agreement to December 31, 2025, and thereafter from year to year.
4. Upon entering into this Agreement, the Licensee shall pay the Licensor the sum of \$10.00 and, prior to January 31 of each year thereafter, the further sum of \$10.00 which shall be added to the tax roll and collected in the same manner as taxes pursuant to Section 398 of the *Municipal Act*, 2001, S.O. 2001, during the term of this Licence.
5. The Licensee acknowledges that they have no rights, title or interest in the Road Allowance other than as provided in this Agreement.
6. The Licensor may, at any time, terminate this license by giving the Licensee a minimum of 60 days written notice of termination, and the annual payment for the license fee shall be apportioned as of the date of termination. The Licensee agrees that upon termination the Licensee hereby irrevocably waives any rights to claim damages or loss as against the Licensor.
7. The Licensee covenants with the Licensor:
  - a. To accept the Road Allowance in an "as is" condition and not to require the Licensor to pay for or do any work or supply any equipment or services in connection with the Licensee's use of the Road Allowance;
  - b. To pay the annual Licence fee;
  - c. To obtain all necessary permits and approvals required by law and as determined by the scope of work which is to be submitted and approved by the Licensor as outlined in clause d;
  - d. Not to remove any trees or commence any work, or make any changes in surfacing, grade or landscaping on the Road Allowance as described in Schedule "C" except in accordance with plans and specifications submitted to and approved by the Licensor;
  - e. The Licensor and the licensee acknowledge that the driveway serving access to the lands as described in Schedule "C" currently exists and has existed for several years. No alterations will take place on the existing driveway unless a plan as mentioned in clause d above is submitted to the Licensor and is approved prior to commencing work;
  - f. To keep the Road Allowance in a clean and well-ordered condition, and not to permit any rubbish, refuse, debris or other objectionable material to be stored, or to accumulate thereon;
  - g. To use the Road Allowance only for the purpose of access to and from the Licensee's Property and not to interfere, obstruct or impede in any way the use of the Road Allowance by the Licensor or any other member of the public;
  - h. Not to assign or otherwise transfer this Licence without the prior written consent of the Licensor, which consent may be arbitrarily withheld;
  - i. To erect and maintain a sign at the point of intersection of the Road Allowance and the travelled road that states: "Road Not Assumed by Municipality", but otherwise not to erect any signs, fences, buildings, structures or fixtures on the Road Allowance without the prior written consent of the Licensor;
  - j. To ensure that nothing is done or kept at or on the Road Allowance which is or may be a nuisance, or carry on any activity or do anything else, which causes disturbance to or interferes with the users or occupants of any neighbouring property, or which in the opinion of the Licensor may cause damage to the road allowance or any neighbouring property;
  - k. To take, at the Licensee's own expense, all measures necessary to ensure to the Licensor's satisfaction that any municipal services or utilities now or in the future on, under or adjacent to the Road Allowance are or will be adequately protected against damage, impairment, destruction or loss;

- l. To ensure that no inflammable or explosive substances, contaminants, pollutants, or hazardous or environmentally sensitive materials are brought on to the Road Allowance, other than materials legally permitted on Township roads without special permit;
  - m. Upon termination of this Licence to remove from the Road Allowance all fixtures and chattels belonging to the Licensee, with all damage if any, caused by such removal made good by the Licensee;
  - n. Upon failure by the Licensee to comply with any covenants or obligations imposed under this Agreement within 14 days written notice requiring such compliance from the Licensor, the Licensor may enter the Road Allowance and fulfill such conditions at the sole expense of the Licensee, who shall forthwith upon being invoiced therefore, reimburse the Licensor for all of its costs;
  - o. That the Licensor has no obligation during or upon expiration of the term of this licence to compensate or reimburse the Licensee for any costs or expenses incurred by the Licensee to improve or maintain the Road Allowance, all of which will be done for the benefit of the Licensee and not the Licensor;
  - p. Not to register this Agreement or a notice of this Agreement or any other notice of the Licensee's interest in the Road Allowance against title to the Road Allowance;
  - q. To indemnify and save harmless, the Licensor from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings made or brought against, suffered by or imposed on the Licensor in respect of any loss, damage or injury to any person or property directly or indirectly arising out of, resulting from or sustained as a result of the Licensee's occupation or use of the Road Allowance;
  - r. To further indemnify and save harmless the Licensor from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the *Construction Act* in connection with any work done for the Licensee at or on the Road Allowance, and to promptly attend at the Licensee's expense to the removal of every claim for lien or certificate of action having to do with such work within 14 days of being notified in writing by the Licensor to do so, failing which the Licensor may attend to such removal and recover the expense and all attendant costs from the Licensee;
  - s. To take out and maintain in force at all times, a comprehensive policy of public liability and property damage insurance acceptable to the Licensor, that provides insurance coverage in respect of any one occurrence to a limit of not less than two million dollars (\$2,000,000.00) exclusive of interest and costs, against loss or damage resulting from bodily injury to, or death of one or more persons and loss of or damage to property, and that names the Licensor on the policy as an additional insured;, and to provide the Licensor with proof of such insurance no later than the 15<sup>th</sup> day of January each year or upon request.
8. This Agreement shall be binding upon, and enure to the benefit of, the parties and their respective successors and permitted assigns.

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

\_\_\_\_\_  
Renee Archibald  
Licensee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Michael Deaves  
Licensee

THE CORPORATION OF THE  
TOWNSHIP OF SOUTH FRONTENAC

Per:

\_\_\_\_\_  
Ron Vandewal – Mayor

\_\_\_\_\_  
James Thompson – Clerk

We have the authority to bind the corporation.

**Schedule "A"**

**The Licensee Lands**

Concession 10 Part Lot 10 Parts 2, 3 and 4, Registered Plan 13R7779; S/T FR616989;  
Except Forfeited Mining Rights, if any, South Frontenac.

Being all of PIN: 362800047

**Schedule "B"**

**Road Allowance Legal Description**

Road Allowance Between Concession 10 and Concession 11, Loughborough,  
Lying East of a Forced Road known as Bedford Road & West of Bass Lake; South  
Frontenac.

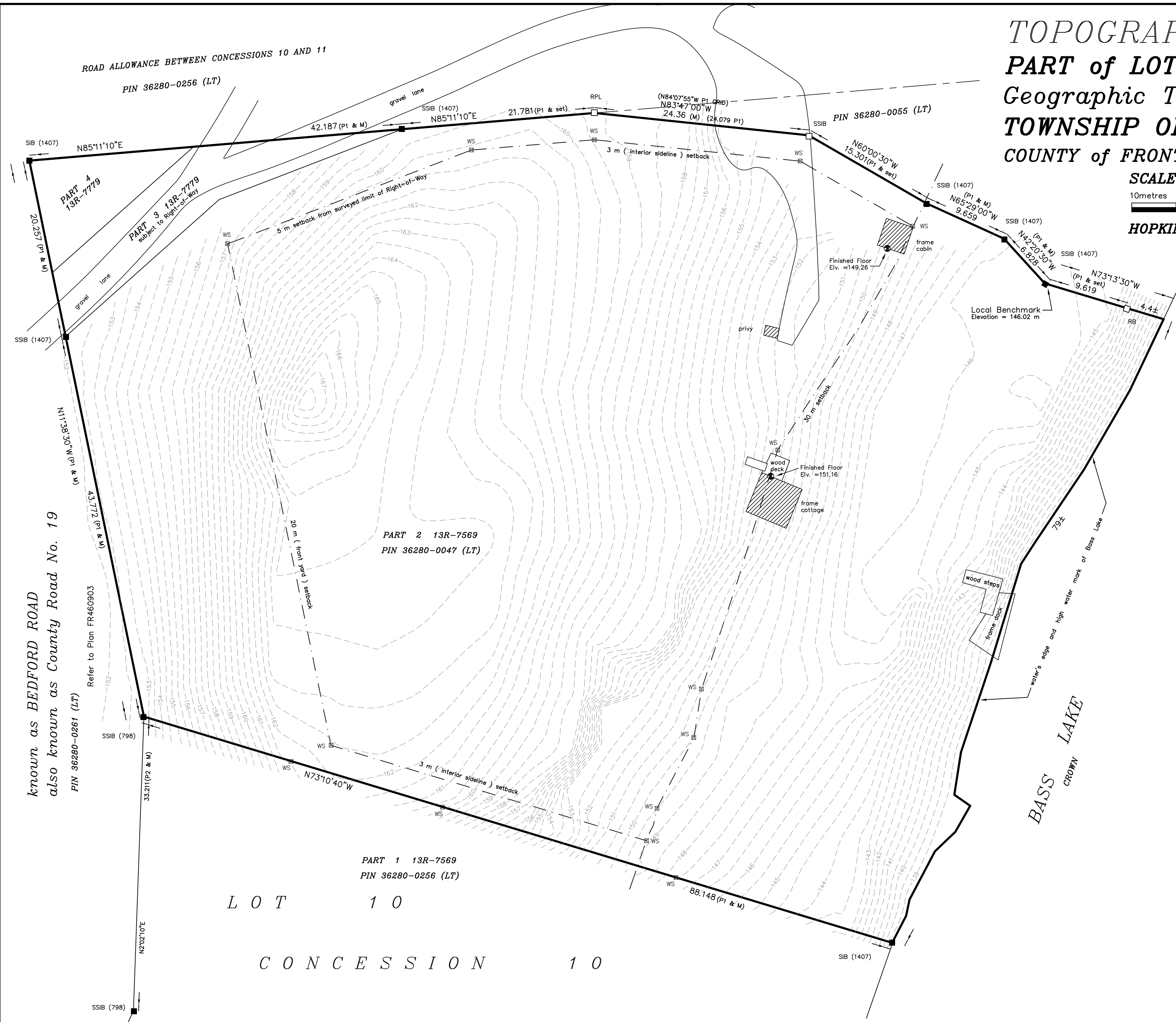
Being a portion of PIN: 362800256

# TOPOGRAPHIC PLAN of PART of LOT 10, CONCESSION 10 Geographic Township of Loughborough TOWNSHIP OF SOUTH FRONTENAC COUNTY of FRONTENAC

SCALE = 1:300



HOPKINS CHITTY LAND SURVEYORS INC.  
- 2024 -



**NOTE**

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BEARINGS ARE UTM GRID, DERIVED FROM MULTIPLE REAL TIME KINEMATIC (RTK) OBSERVATIONS, UTM ZONE 18 (75° WEST LONGITUDE) NAD83 (CSRS) (2010.0)

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DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999768.

THE POSITION OF UNDERGROUND SERVICES AND STRUCTURES HAVE NOT BEEN LOCATED ON THIS PLAN.

THIS PLAN IS NOT INTENDED TO BE USED FOR EXCAVATION PURPOSES. CONTRACTORS REQUIRE SITE SPECIFIC LOCATES PRIOR TO ANY EXCAVATION.

**SURVEYOR'S CERTIFICATE:**

I CERTIFY THAT:

1. The SURVEY was completed on the 25th day of March, 2024.

DATE: March 26th, 2024

THOMAS MacDONALD - O.L.S.

THIS PLAN RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-70074

**METRIC**

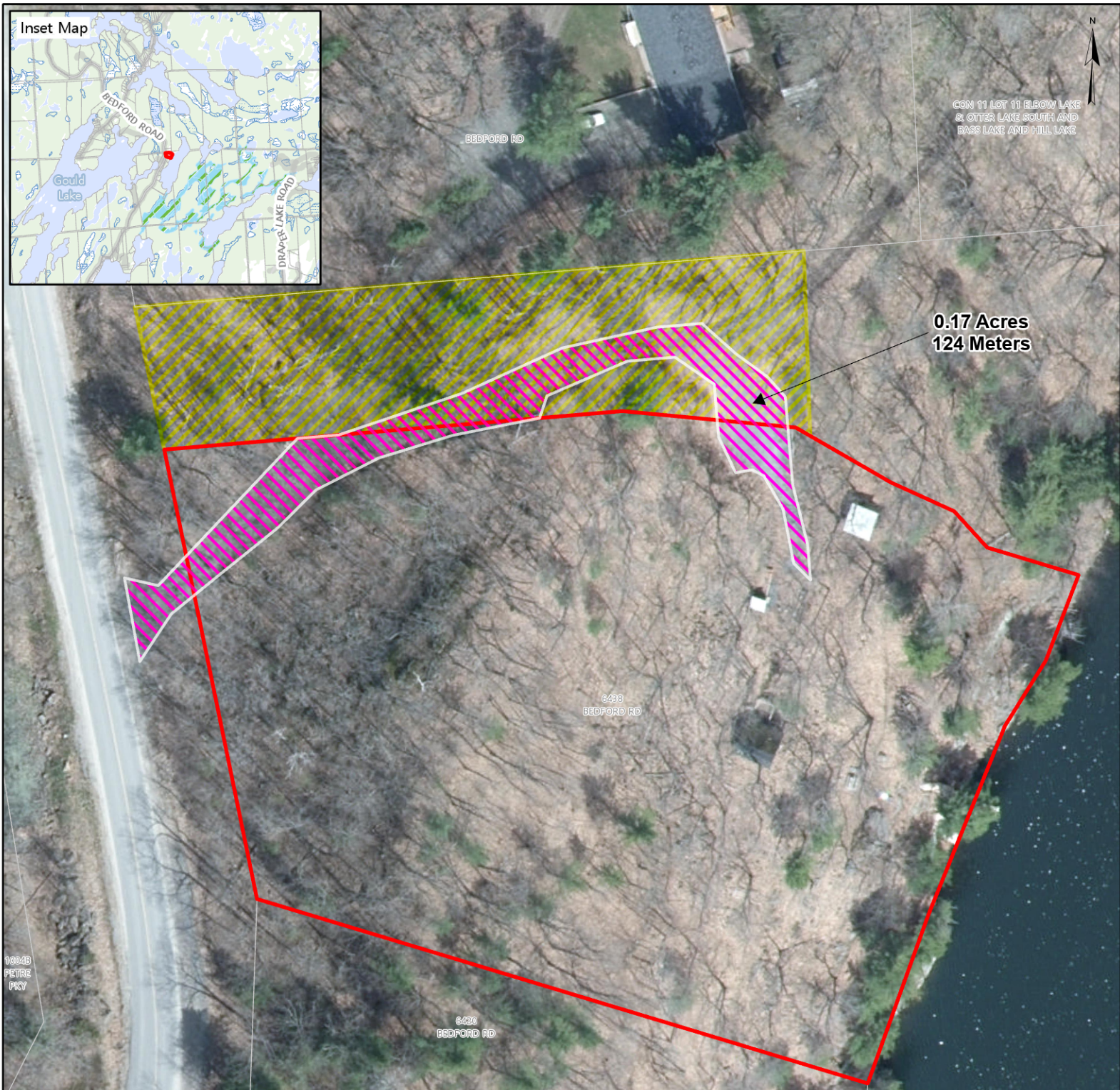
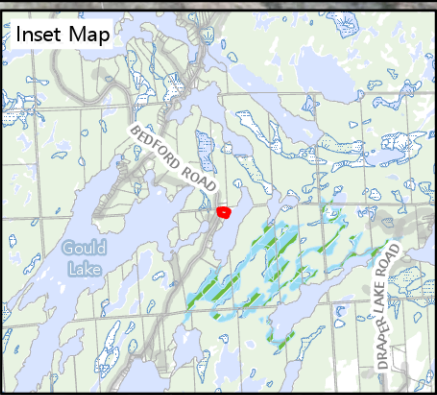
Distances Shown on This Plan are in Metres and can be Converted to Feet by Dividing by 0.3048

**LEGEND:**

P1 " Plan 13R-7779	— T — Overhead Telephone Line	HP " Hydro Pole	— □ — denotes Planted Survey Monument
P2 " Plan 13R-7569	— s — Chain Link Fence	LS " Light Standard	— ■ — Found Survey Monument
	— c — Centerline of Ditch	PH " Fire Hydrant	SIB " Standard Iron Bar
	— E — Centerline of Road	MH " Manhole	SSIB " Short Standard Iron Bar
	— s — Shoulder of Road	WS " Wood Stake	IB " Iron Bar
	— p — Edge of Pavement		(798) " Ray Hunter O.L.S.
	— e — Edge of Gravel		(1407) " M. Peter Allen O.L.S.
	— H — Overhead Hydro Line		(WIT) " Witness



Party Chief: BC	Instrument: MK	Checked By: TGM	Plan By: TE
<b>HOPKINS CHITTY LAND SURVEYORS INC.</b> Ontario Land Surveyors www.hopkinschitty.com			
1224 GARDINERS ROAD, SUITE 102 KINGSTON, ONTARIO K7P-0G2 Tel (613) 384-9266 Fax (613) 384-3513		PROJECT No. 2024-0021 LOT 10, CONCESSION 10 TOWNSHIP OF LOUGHBOROUGH	






CON 11 LOT 11 ELSOW LAKE  
& OTTER LAKE SOUTH AND  
BASS LAKE AND HILL LAKE



**SOUTH  
FRONTENAC**

**PRIVATE LANEWAY  
6438 BEDFORD ROAD**

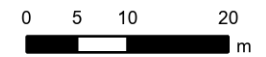
**Legend**

-  Subject Lands
-  Laneway Area
-  Unopened Road Allowance

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Scale: 1:750



UTM Zone 18 NAD 83  
8

Date: 22/01/2025

10048  
PETRE  
PKY

Page 137 of 158

# Township of South Frontenac Staff Report

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**To:** Council

**From:** Office of the Clerk

**Date of Meeting:** February 11, 2025

**Subject:** LA-2025-003 (SNZ Holdings Inc.) Licence Agreement Application, 1425 Rutledge Road, Road Allowance Between Concession 4 and 5, Loughborough

**Report Number:** 2025-018

---

## Summary

An application has been received asking that Council consider entering into a Licence Agreement to allow the continued use of a portion of unopened road allowance for the purposes of a driveway for access to the owner's property.

## Recommendation

That By-law 2025-10 being a By-law to authorize the Mayor and Clerk to enter into a Licence Agreement with the applicant SNZ Holdings Inc. for the purpose of recognizing the existing use of the unopened road allowance between Concession 4 and 5, Loughborough, be given first and second reading; and

That By-law 2025-10 be given third reading, signed and sealed.

## Background

The applicant, FoTenn Planning and Design have submitted an application on behalf of the owner, SZN Holdings Inc. for the property municipally known as 1425 Rutledge Road. The subject property is accessed by a right-of-way over 1423 Rutledge Road and across the unopened road allowance between Concessions 4 and 5. Where the driveway crosses the road allowance is shown as Part 4, Plan 13R17416 attached as Exhibit B. Based on the survey from 2004 and other records dating back to the 1980's it is evident that the laneway existed for several decades in approximately the same location as it exists today.

Through By-law 2024-12, the property was rezoned placing a holding provision on the lands until such time that there is confirmation of legal deeded access to the subject lands, and a site plan control agreement has been executed and registered on the title of the property. Both the site plan control agreement application (PL-SPC-2025-0002) and the agreement for a licence application to permit the use of the laneway over the unopened road allowance were received on January 10, 2025.

As per By-law 2024-66, the Municipality may enter into a Licence agreement with a property owner to allow the continued use of the road allowance as a means of access to that person's property.

### **Discussion/Analysis**

The applicants have submitted a request to allow the use of the unopened road allowance for their driveway access to the property.

The satellite imagery of the property as described in Exhibit A shows that the unopened road allowance runs East to West across the north end of the property and that access through the road allowance from the frontage on Rutledge Road to the southern portion of the property is unavoidable.

Public Service staff have indicated they have no concerns with the Licence Agreement but did note that as the driveway is already in place it would be advisable to document the current limits of the alterations in the agreement. It was also noted that the Agreement is to permit only the portions of the driveway that traverse over the unopened road allowance. The agreement includes provisions for upgrades should this be a requirement identified through the site plan control application review.

Once the Agreement has been fully executed, the Applicant's lawyer will register the by-law on title to the benefitting lands with the Agreement as Schedule "A". No registrations will occur on title to the unopened road allowance.

### **Financial Implications**

The application fee has been paid by the applicants.

The applicants will be responsible for the payment of the legal fees to have the documents registered on title to the benefitting lands.

A fee of \$10.00 per year due January 31st, is applicable to every Licence Agreement to keep it in good standing.

### **Relationship to Strategic Plans**

- Not applicable to this report.
- This initiative adheres to the following guiding principle of the 2023-2026 Strategic Plan.
  - Priority: Choose an item.
  - Action Item (If Applicable): Insert Text

### **Climate Considerations**

- Not applicable to this report.
- This initiative supports climate change mitigation/adaption efforts in South Frontenac; and/or impacts the Township's resilience to climate change.

### **Notice/Consultation**

Not applicable.

### **Attachments**

Exhibit A – Location Map

Exhibit B – Survey Plan 13R17416

Exhibit C – By-law 2025-10

Exhibit D – Licence Agreement

### **Approvals**

Prepared By: Heather Woodland, Deputy Clerk

Submitted By:

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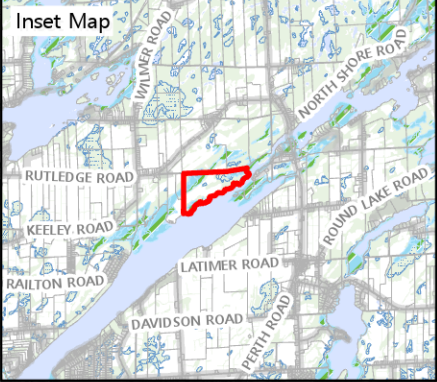
James Thompson, Clerk

Approved By:



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Louise Fragnito, Chief Administrative Officer

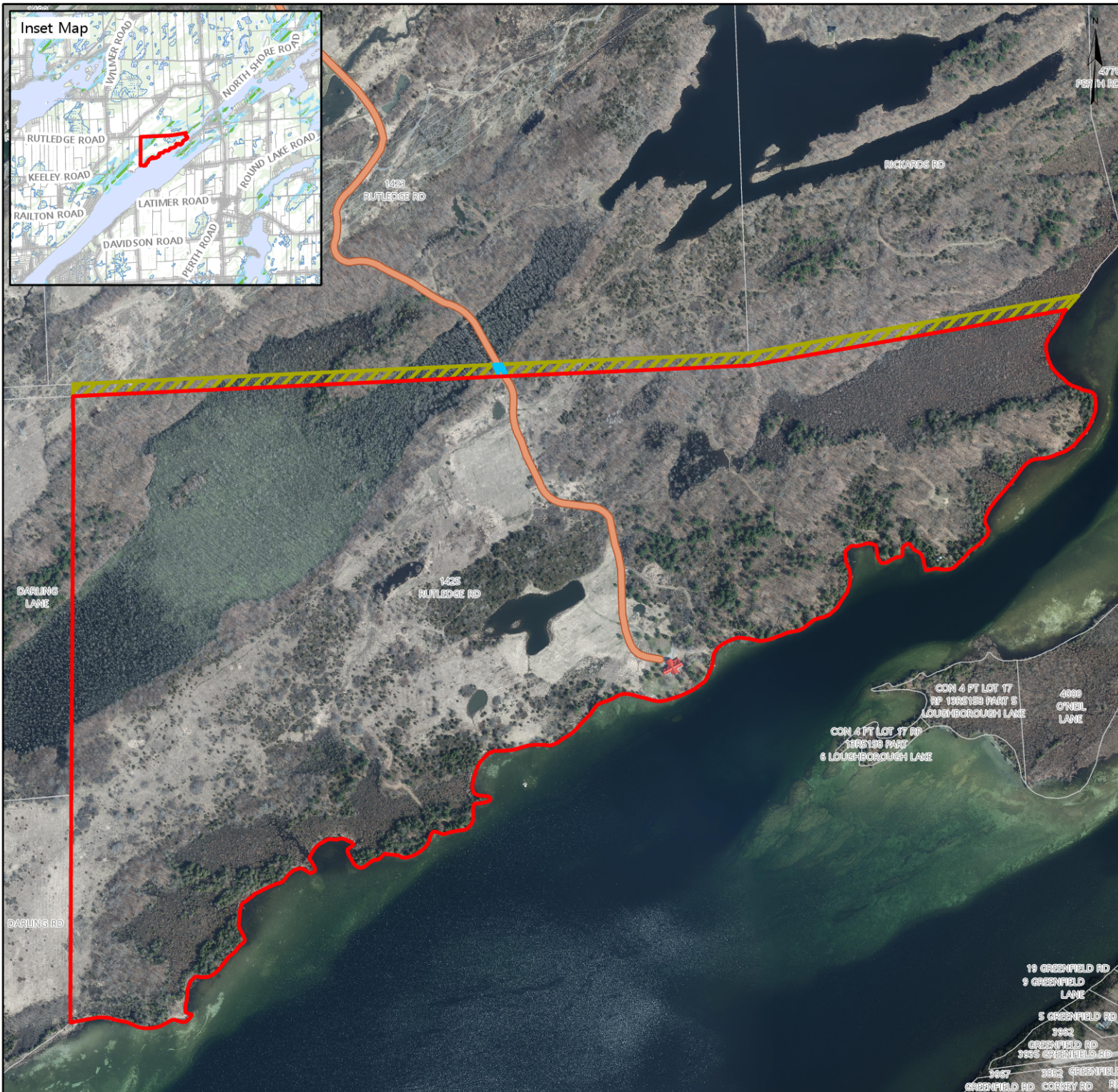


# SOUTH FRONTENAC

## 1425 RUTLEDGE ROAD

### Legend

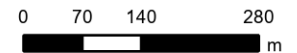
-  Private Laneway
-  Subject Lands
-  Laneway Area
-  Unopened Road Allowance



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Scale: 1:9,000



UTM Zone 18 NAD 83



**By-Law Number 2025-10****A By-Law to Authorize the Execution of a Licence Agreement Between the Township of South Frontenac and SNZ Holdings Inc. Relating to the Existing and Continued use of the Unopened Road Allowance, between Concession 4 and Concession 5, Former Township of Loughborough; Township of South Frontenac**

---

**Whereas** PURSUANT TO Section 9 of the *Municipal Act*, 2001, S.O. 2001, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**Whereas** pursuant to Section 5.3 of the *Municipal Act*, 2001, c.25, the powers of every Council shall be exercised by by-law;

**Whereas** it is deemed expedient that the Township of South Frontenac enter into an agreement with SNZ Holdings Inc. respecting the use of the unopened road allowance between Concession 4 and Concession 5, Loughborough, Lying East of a Line Between Part 1 & 5, 13R949 and West of Loughborough Lake; Township of South Frontenac for the purpose of accessing the property Municipally known as 1425 Rutledge Road;

**Whereas** such agreement is required to set out the terms and conditions of the provision of such service;

**Therefore Be It Resolved That** the Council of the Township of South Frontenac enacts as follows:

1. **That** the Mayor and the Clerk are hereby authorized, on behalf of the Township of South Frontenac, to enter into and execute under its corporate seal, a Licence Agreement with SNZ Holdings Inc.
2. **That** a copy of the said agreement shall remain attached to and form part of this by-law marked as Schedule A.
3. **That** the Owner(s) of the lands as of the date of by-law passage shall pay all costs associated with the development, passage and registration of this by-law.
4. **That** this by-law shall be registered in the Land Registry Office and the Municipality shall be provided with the appropriate documentation that the registration has been completed within ten (10) business days of the date of registration.
5. **That** passage of this by-law shall be deemed to include authorization to legal counsel to register the same in the Land Registry Office without further written authorization.
6. **That** this by-law shall come into force and effect on the final date of passing.

Given First and Second Readings: Tuesday, February 11, 2025

Given Third Reading and Passed: Tuesday, February 11, 2025

---

**James Thompson, Clerk**

---

**Ron Vandewal, Mayor**

## Licence Agreement

Made this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Between:

SNZ Holdings Inc.  
Hereinafter called the "Licensee"

of the First Part

-and-

The Corporation of the Township of South Frontenac  
hereinafter called the "Licensor"

of the Second Part

WHEREAS the Licensee is the registered owner in fee simple of certain lands located in the Township of South Frontenac more particularly described in Schedule "A" (the Owners' Lands");

AND WHEREAS the Council of the Corporation of the Township of South Frontenac has agreed to enter into a Licence Agreement with the Licensee to provide access along a portion of the unopened road allowance between Concession 10 and 11, Former Township of Loughborough, Township of South Frontenac;

AND WHEREAS Section 28, (2)(a) of the *Municipal Act*, 2001, c. 25, gives local municipalities jurisdiction over all road allowances located in the municipality; and whereas Council is authorized to license the use of un-travelled portions of highways under its jurisdiction;

AND WHEREAS it was a condition of the Committee's approval that the Owner of the lands enter into this agreement with the Licensor on the terms set out;

AND WHEREAS the Licensor is authorized to enter into this agreement and register it against the title to the Licensee's lands as described in Schedule "A" of this agreement, pursuant to subsections 45(9.1) and 45(9.2) of the *Planning Act*, R.S.O. 1990, as amended;

AND WHEREAS the Licensee has agreed that the Licensor shall not be liable for the maintenance, improvement or use of the road allowance after any permitted alterations;

AND WHEREAS the Licensee has agreed that the Licensor may enforce the terms of this Agreement pursuant to sections 445 and 446 of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, including the authority to order remedial work to be completed at the Licensee's sole cost;

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree with each other as follows:

1. In this Agreement,
  - a. "Licensee's Property" means those lands owned by the Licensee described in Schedule "A" to this Agreement;
  - b. "Road Allowance" means that portion of the unopened road allowance described in Schedule "B" to this Agreement;
2. The Licensor grants to the Licensee a non-exclusive license to use the Road Allowance for the purpose of pedestrian and vehicular access to and from the Licensee's Property.

3. The term of this Licence shall be from the date of this Agreement to December 31, 2025, and thereafter from year to year.
4. Upon entering into this Agreement, the Licensee shall pay the Licensor the sum of \$10.00 and, prior to January 31 of each year thereafter, the further sum of \$10.00 which shall be added to the tax roll and collected in the same manner as taxes pursuant to Section 398 of the *Municipal Act*, 2001, S.O. 2001, during the term of this Licence.
5. The Licensee acknowledges that they have no rights, title or interest in the Road Allowance other than as provided in this Agreement.
6. The Licensor may, at any time, terminate this license by giving the Licensee a minimum of 60 days written notice of termination, and the annual payment for the license fee shall be apportioned as of the date of termination. The Licensee agrees that upon termination the Licensee hereby irrevocably waives any rights to claim damages or loss as against the Licensor.
7. The Licensee covenants with the Licensor:
  - a. To accept the Road Allowance in an "as is" condition and not to require the Licensor to pay for or do any work or supply any equipment or services in connection with the Licensee's use of the Road Allowance;
  - b. To pay the annual Licence fee;
  - c. To obtain all necessary permits and approvals required by law and as determined by the scope of work which is to be submitted and approved by the Licensor as outlined in clause d;
  - d. Not to remove any trees or commence any work, or make any changes in surfacing, grade or landscaping on the Road Allowance as described in Schedule "C" except in accordance with plans and specifications submitted to and approved by the Licensor;
  - e. The Licensor and the licensee acknowledge that the driveway serving access to the lands as described in Schedule "C" currently exists and has existed for several years. No alterations will take place on the existing driveway unless a plan as mentioned in clause d above is submitted to the Licensor and is approved prior to commencing work;
  - f. To keep the Road Allowance in a clean and well-ordered condition, and not to permit any rubbish, refuse, debris or other objectionable material to be stored, or to accumulate thereon;
  - g. To use the Road Allowance only for the purpose of access to and from the Licensee's Property and not to interfere, obstruct or impede in any way the use of the Road Allowance by the Licensor or any other member of the public;
  - h. Not to assign or otherwise transfer this Licence without the prior written consent of the Licensor, which consent may be arbitrarily withheld;
  - i. To erect and maintain a sign at the point of intersection of the Road Allowance and the travelled road that states: "Road Not Assumed by Municipality", but otherwise not to erect any signs, fences, buildings, structures or fixtures on the Road Allowance without the prior written consent of the Licensor;
  - j. To ensure that nothing is done or kept at or on the Road Allowance which is or may be a nuisance, or carry on any activity or do anything else, which causes disturbance to or interferes with the users or occupants of any neighbouring property, or which in the opinion of the Licensor may cause damage to the road allowance or any neighbouring property;
  - k. To take, at the Licensee's own expense, all measures necessary to ensure to the Licensor's satisfaction that any municipal services or utilities now or in the future on, under or adjacent to the Road Allowance are or will be adequately protected against damage, impairment, destruction or loss;

- l. To ensure that no inflammable or explosive substances, contaminants, pollutants, or hazardous or environmentally sensitive materials are brought on to the Road Allowance, other than materials legally permitted on Township roads without special permit;
  - m. Upon termination of this Licence to remove from the Road Allowance all fixtures and chattels belonging to the Licensee, with all damage if any, caused by such removal made good by the Licensee;
  - n. Upon failure by the Licensee to comply with any covenants or obligations imposed under this Agreement within 14 days written notice requiring such compliance from the Licensor, the Licensor may enter the Road Allowance and fulfill such conditions at the sole expense of the Licensee, who shall forthwith upon being invoiced therefore, reimburse the Licensor for all of its costs;
  - o. That the Licensor has no obligation during or upon expiration of the term of this licence to compensate or reimburse the Licensee for any costs or expenses incurred by the Licensee to improve or maintain the Road Allowance, all of which will be done for the benefit of the Licensee and not the Licensor;
  - p. Not to register this Agreement or a notice of this Agreement or any other notice of the Licensee's interest in the Road Allowance against title to the Road Allowance;
  - q. To indemnify and save harmless, the Licensor from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings made or brought against, suffered by or imposed on the Licensor in respect of any loss, damage or injury to any person or property directly or indirectly arising out of, resulting from or sustained as a result of the Licensee's occupation or use of the Road Allowance;
  - r. To further indemnify and save harmless the Licensor from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the *Construction Act* in connection with any work done for the Licensee at or on the Road Allowance, and to promptly attend at the Licensee's expense to the removal of every claim for lien or certificate of action having to do with such work within 14 days of being notified in writing by the Licensor to do so, failing which the Licensor may attend to such removal and recover the expense and all attendant costs from the Licensee;
  - s. To take out and maintain in force at all times, a comprehensive policy of public liability and property damage insurance acceptable to the Licensor, that provides insurance coverage in respect of any one occurrence to a limit of not less than two million dollars (\$2,000,000.00) exclusive of interest and costs, against loss or damage resulting from bodily injury to, or death of one or more persons and loss of or damage to property, and that names the Licensor on the policy as an additional insured;, and to provide the Licensor with proof of such insurance no later than the 15<sup>th</sup> day of January each year or upon request.
8. This Agreement shall be binding upon, and enure to the benefit of, the parties and their respective successors and permitted assigns.

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

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Licensee

THE CORPORATION OF THE  
TOWNSHIP OF SOUTH FRONTENAC

Per:

\_\_\_\_\_  
Ron Vandewal – Mayor

\_\_\_\_\_  
James Thompson – Clerk

We have the authority to bind the corporation.

**Schedule "A"**

**The Licensee Lands**

Lot 15-17 Concession 4 Loughborough Lying North of Loughborough Lake; T/W  
FR743247; S/T FR444407; South Frontenac

Being all of PIN: 362780079

**Schedule "B"**

**Road Allowance Legal Description**

Road Allowance Between Concession 4 and Concession 5, Loughborough, Lying East of a Line Between Part 1 & 5, 13R949 and West of Loughborough Lake; South Frontenac.

Being a portion of PIN: 362780705

PLAN of SURVEY of  
PART of LOTS 15 & 16, CONCESSION 5  
and PART of the ROAD ALLOWANCE  
BETWEEN CONCESSIONS 4 & 5  
Geographic Township of LOUGHBOROUGH  
Now in the TOWNSHIP of SOUTH FRONTENAC  
COUNTY of FRONTENAC

SCALE = 1:1000  
HOPKINS & CORMIER SURVEYING LIMITED  
-2004-

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

I REQUIRE THIS PLAN TO BE  
DEPOSITED UNDER THE  
REGISTRY ACT.  
DATE MAY 14, 2004  
RECEIVED AND DEPOSITED  
DATE MAY 14, 2004  
SIGNATURE  
DAN J. CORMIER  
ONTARIO LAND SURVEYOR  
LAND REGISTRAR FOR THE  
REGISTRY DIVISION OF  
FRONTENAC (No. 13)

SCHEDULE				
PART	LOT	CON.	INST. No.	PIN No.
1	15	5	594624 (Parcel 2) (Secondly)	36278-0395
2	16	5	594624 (Parcel 2) (Secondly)	36278-0395
3	15 & 16	5	594624 (Parcel 2) (Firstly & Secondly)	36278-0395
4	Road Allowance Between Concessions 4 & 5			36278-0705

PARTS 1, 2 & 3 COMPRISE PARTS OF PIN 36278-0395  
PART 4 COMPRISES PART OF PIN 36278-0705  
PART 5 IS SUBJECT TO AN ONTARIO HYDRO EASEMENT  
EXPROPRIATION PLAN 444407 PART 2 PLAN 13R-7592



LOT 15  
CONCESSION 5

Instrument No. 594624  
(Parcel Two) (Secondly)  
PIN 36278-0395

PART 2 PLAN 13R-7592  
(See Expropriation Plan Registered as 444407)

Instrument No. 594624  
(Parcel Two) (Firstly)  
PIN 36278-0395

CONCESSION 5  
Road Allowance Between Concessions 4 and 5  
CONCESSION 4

Instrument No. 594624  
(Parcel Two) (Firstly)  
PIN 36278-0079

NOTES:  
READINGS ARE ASTROMERIC DERIVED FROM THE SOUTHERLY  
LINE OF COUNTY ROAD No. 4. IT BEING NOTED ON 2 & 3  
SHOWN ON DEPOSITED REFERENCE PLAN 13R-3060 AND  
DESIGNATED THEREIN AS "REFERENCE LINE".

LEGEND:  
SMB'S PLANTED DUE TO INSUFFICIENT OVERBURDEN  
-S- : Surveyed Standard Monument  
-SMB- : Standard Survey Monument  
-SMB- : Standard Iron Bar  
-SMB- : Short Standard Iron Bar  
-SMB- : Iron Bar (found)  
-SMB- : Rock Bar  
-SMB- : Rock Point  
-SMB- : Witness  
-SMB- : Measured  
-SMB- : Registered Plan  
-SMB- : Right of Way  
-SMB- : South & South-Western O.L.S.  
-SMB- : Peter H. Stephens - O.L.S.  
-SMB- : Calculated & Set from Plan 13R-7592

SURVEYOR'S CERTIFICATE:  
I CERTIFY THAT:  
1. This Survey and Plan are correct and in accordance  
with the SURVEY ACT, the SURVEYOR ACT and the  
REGISTRY ACT and the REGULATIONS made under them.  
2. This SURVEY was completed on the 11th day of  
MAY, 2004.

HOPKINS & CORMIER SURVEYING LIMITED  
DATE: MAY 12, 2004  
DAN J. CORMIER - O.L.S.

HOPKINS & CORMIER SURVEYING LIMITED  
Ontario & Canada Land Surveyors  
www.hopkinscormier.com  
P.O. Box 207, 204-210  
MILLIKEN ROAD, GERRARD ONT.  
PIN (416) 348-1200  
TEL (416) 348-1205  
PROJECT No. 2004-076  
LOTS 15 & 16, CONCESSION 5  
TOWNSHIP OF LOUGHBOROUGH





# Schedule "C" - Survey & Property Map



**SOUTH  
FRONTENAC**

**1425 RUTLEDGE ROAD**

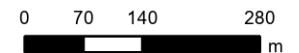
**Legend**

-  Private Laneway
-  Subject Lands
-  Laneway Area
-  Unopened Road Allowance

Produced by the County of Frontenac under license with the Ontario Ministry of Natural Resources © King's Printer for Ontario, 2025.

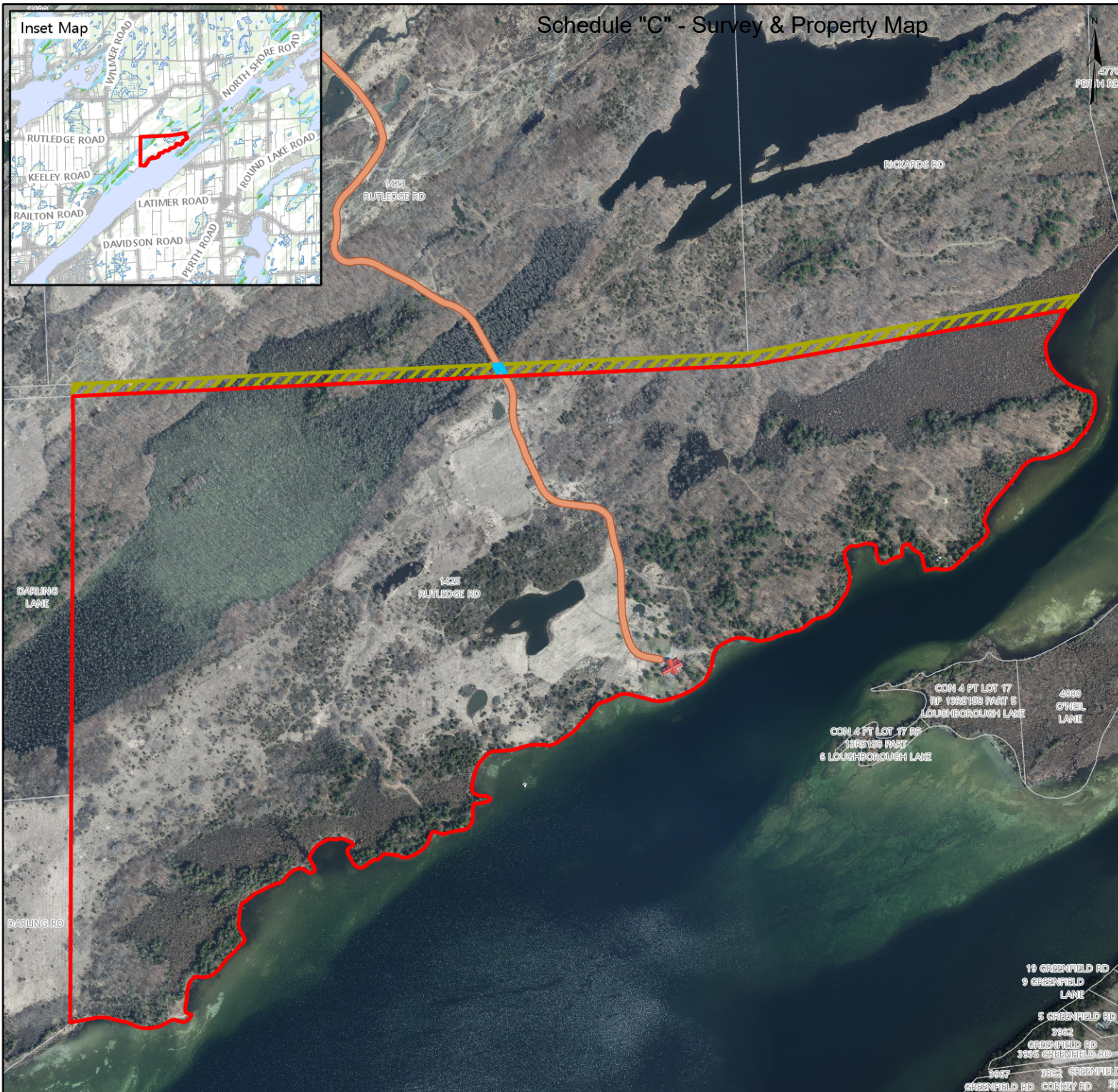
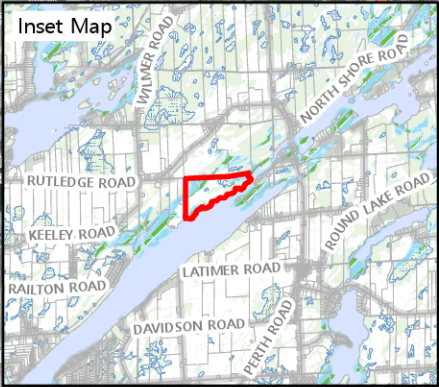
While the County makes every effort to insure that the information presented is accurate for the intended uses of this map, there is an inherent error in all mapping products, and accuracy of the mapping cannot be guaranteed for all possible uses. This map displays basic topographic features only.

Scale: 1:9,000



UTM Zone 18 NAD 83

Date: 04/02/2025



Page 151 of 158

# Township of South Frontenac Staff Report

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**To:** Council

**From:** Director, Public Services

**Date of Meeting:** Tuesday, February 11, 2025

**Subject:** Public Services – Q4 Update

**Report Number:** 2025-021

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## Summary

The purpose of this report is to provide Council with the Public Services Department fourth quarter update.

## Recommendation

This Report is for information purposes only.

## Background

The Public Services Department will be providing quarterly updates to Council on department items that pertain to Council initiatives, the strategic plan, and capital & operating projects.

## Discussion/Analysis

In 2024, the Public Services Department completed 41 capital projects totaling over 7.5 million dollars. The 2024 Q4 capital update sheet is included as Exhibit A.

Below are some highlights from 2024 that have not been included in previous reports:

- The new bulk water fill station at 4252 Stage Coach Rd opened to the public on April 15, 2024. There are currently 58 active accounts using the site.
- The Township successfully completed a trenchless culvert replacement on a 7.2m deep culvert on Opinicon Rd using a pipe ramming technique. This creative solution reduced the impact to motorists by eliminating the need for a large excavation that would have required a 62km detour route.
- The Buck Lake accident repairs were completed and the steel beam guiderail was re-instated. The insurance company has been invoiced for the repair costs.
- The detailed design for the Road 38 project has been awarded and on schedule to tender for construction services in February.
- The facility condition assessments (FCA) have been completed on all the Township buildings. The data will be used to create 5 year capital plans for the facilities and to establish condition and replacement values in the asset management plan.

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**Financial Implications**

None.

**Relationship to Strategic Plan**

Not applicable to this report.

This initiative adheres to the following strategic pillars and directions of the 2023-2026 Strategic Plan.

- Pillars: Choose an item.
- Action Item (If Applicable): Insert Text

**Climate Considerations**

Not applicable to this report.

This initiative supports climate change mitigation/adaption efforts in South Frontenac; and/or impacts the Township's resilience to climate change.

**Notice/Consultation**

Manager of Engineering & Capital Projects

Manager of Operations & Fleet

Manager of Recreation & Facilities

**Attachments**

Exhibit A – 2024 Q4 Capital Update

**Approvals**

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Kyle Bolton, Director of Public Services

Approved By:



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Louise Fragnito, Chief Administrative Officer

## 2024 Capital Works Q4 Update - Public Services Department

PROJECT #	PROJECT NAME	STAFF CONTACT	AWARDED TO	FORECASTED COMPLETION	COMMENTS
<b>FLEET</b>					
23-71	Tandem Dump Truck/Plow	B. Kirk	RUSH Truck Centre	Q2 2025	Canoe Procurement Group Contract. Ordered.
23-77	Snow Blower Attachment	B. Kirk	Hartington Equipment	COMPLETE Q4	Attachment received and in service.
24-21	Tandem Plow Truck	B. Kirk	RUSH Truck Centre	Q2 2025	Canoe Procurement Group Contract. Ordered.
24-22	Tandem Roller Pro Truck	B. Kirk	RUSH Truck Centre	Q2 2025	Canoe Procurement Group Contract. Ordered.
24-23	Two (2) 1-Ton Trucks for Plow and Sanding (PS-2024-03)	B. Kirk	Finch Chevrolet	COMPLETE Q2	Trucks received and in service.
24-23	Two (2) 1-Ton Sander Units	B. Kirk	Pats Auto Service	COMPLETE Q2	Attachments received.
24-24	3-Ton Truck with Dump Box and Power Lift (PS-2024-08)	B. Kirk	Petrie Ford Sales	COMPLETE Q2	Truck received and in service.
24-25	Front Broom Attachment	B. Kirk	Hartington Equipment	COMPLETE Q2	Attachment received and in service.
24-26	AVL - Light Duty Installs	K. Bolton	Trackmatics Inc	COMPLETE Q2	All fleet vehicles converted to new system.
<b>ROADS INFRASTRUCTURE</b>					
19-R05	Fish Creek Road Bridge	T. Dunlop	Ambashi /GGG	Q3 2025	RVCA Permits secured. Public Meeting Feb 11. Tender Week of Feb 24th.
21-R08	Streetlights (includes 18-17/19-14/20-20) / Streetlight Program	T. Dunlop	Township Forces	ON HOLD	Reviewing Site Candidates (3 New Lights)
21-R09	Arterial Reserve (Road 38 Transfer)	T. Dunlop	N/A	COMPLETED Q4	Transfer to Reserve at Year End
22-17	12th Con Bridge (B32) Repair	T. Dunlop	DW Building Restoration	COMPLETED Q4	Awarded to DW Building Restoration Services Inc. / Completed in October
22-18	Eagle Creek Culvert (B31) Design	T. Dunlop	HP Engineering	Q4 2025	Design progressing. Permits required. Construction 2025
22-19	Opinicon Road Culvert (C12) (PS-2023-20)	T. Dunlop	Marathon Underground	COMPLETED Q4	Awarded to Marathon Underground Constructors Inc. / Completed in October
22-58	Buck Lake Accident	K. Bolton	Greer Galloway Group	COMPLETED Q4	Shoulder work / guiderails installed December 2024.
23-46A	Shale Road Culvert	T. Dunlop	Greer Galloway Group	Q2 2025	Design Complete. Permits received. Construction 2026.
23-46B	Bracken Culvert (PS-2024-02)	T. Dunlop	Greer Galloway Group	COMPLETED Q3	Awarded to Crains Construction Ltd. Completed in September. Under Budget
23-46C	Claire Road Culvert	T. Dunlop	D M Wills	COMPLETED Q4	Detailed Design Complete - D. M Wills
23-49	Transportation Master Plan	T. Dunlop	TBD	ON HOLD	Advancement of Master Plan pending wrap up of Township Official Plan
23-50A	Bedford Road - Double Surface Treatment	T. Dunlop	Crains Construction	COMPLETED Q3	Awarded to Crains Construction Ltd. Completed in September
23-50B	Greenfield Road - Double Surface Treatment	T. Dunlop	Township Forces	COMPLETED Q3	DST Tendered. In House Construction, Completed in August.
23-50C	Ormsbee Road - Double Surface Treatment	T. Dunlop	Township Forces	COMPLETED Q3	DST Tendered. In House Construction. Completed in September.
23-50D	Perth Road Reconstruction (Loughborough Lake)	T. Dunlop	Egis/GGG	COMPLETED Q4	Work completed by Kiley Paving - November 2024.
23-51	Pleasant Valley Municipal Drain - Drainage Act Maintenance	T. Dunlop	Robinson Consulting	Q4 2025	Public Meeting Aug 15th / Endorsed as 2025 project.
23-52	Gravel Road Granular Renewal	T. Dunlop	Township Forces	COMPLETED Q3	Projects Completed - Available Funding (Burridge/Garrett/Ramparts)
23-56	Road 38 Preliminary Design	T. Dunlop	Safe Roads Engineering	COMPLETED Q3	Report from Safe Roads Engineering Complete. Council approved Aug 13th
23-91	Notre Dame Sidewalk-Design	T. Dunlop	Jewell Engineering	Q3 2025	Survey work completed. Landowner discussions underway. Geotechnical required.
23-92	Road 38 / Boyce Road Sidewalk-Design	T. Dunlop	Jewell Engineering	Q1 2025	Survey work completed. Stormwater review complete.
24-32	Microsurfacing - Bellrock Road (PS-2024-04)	T. Dunlop	The Miller Group	COMPLETED Q3	Awarded to the Miller Group. Completed in July.
24-33	Orser Road - Double Surface Treatment	T. Dunlop	City of Kingston	COMPLETED Q3	Boundary Road/City led contract. Completed in August. Under Budget
24-34	Spooner Road - Double Surface Treatment	T. Dunlop	City of Kingston	COMPLETED Q2	Boundary Road/City led contract. Completed in June. Under Budget
24-38	Kerr Road - Double Surface Treatment	T. Dunlop	Township Forces	COMPLETED Q3	DST Tendered. In House Construction, Completed in August
24-39	Tom Watson Road - Double Surface Treatment	T. Dunlop	Township Forces	COMPLETED Q3	DST Tendered. In House Construction, Completed in August
24-40	Surface Treatment (LCB) Preservation	T. Dunlop	Miller Paving Ltd.	COMPLETED Q3	Awarded to Miller Paving Ltd. / Completed in September
24-41	Pre-Engineering Roads 2025	T. Dunlop	Atkins Realis/Jewell	COMPLETED Q4	Design work progressing. (Craig Rd and Florida Rd)
24-43	Devil Lake Road - Gravel Road Program	T. Dunlop	Township Forces	COMPLETED Q3	In House Construction, Commence June 10th. Completed in August
24-44	Sydenham Lake Bridge and Dam	T. Dunlop	HP Engineering	COMPLETED Q3	Awarded to Willis Kerr Contracting Ltd. Completed in July. Under Budget
24-46	Long Swamp Bridge Study	T. Dunlop	Greer Galloway Group	Q2 2025	Geotechnical investigations complete. Consultations with Quinte ongoing.
<b>FACILITIES</b>					
20-27	Town Hall - Accessible Entrance Ramp & Front Step	T. Laprade	WEMP & SMITH	Q3 2025	Deficiencies being managed as part of Town Hall renovations
21-01	New Firehall - Replacing Station 8	T. Laprade	Bourgon Construction	COMPLETED Q3	Final deficiencies completed
23-08	Town Hall Expansion Design	K. Bolton	C&K Architects	COMPLETED Q3	

23-08A	Town Hall Expansion Construction	K. Bolton	WEMP & SMITH	Q3 2025	Contract awarded.
23-08B	Town Hall Expansion Relocation	T. Laprade		COMPLETED Q3	
23-60	Verona Medical Clinic - Construction 2nd floor accessible entrance	T. Laprade		CANCELLED	Project Cancelled
23-66	Building Condition Assessment Update	T. Laprade	Accent Building Sciences	Q1 2025	Inspections completed and finalizing reports.
23-67	Fabric Roof Panels (3) - Keeley Road Sand/Salt Dome	T. Laprade	Barrett's Farm	COMPLETED Q3	Completed
24-51	Storrington Centre Upgrades - Replace Roof	T. Laprade		COMPLETED Q2	Completed
24-51	Storrington Centre Upgrades - Pave Parking Lot	T. Laprade	Township Forces	COMPLETED Q3	Robinson Exc./Kiley Paving - Completed September. Minor stormworks 2025.
24-52	Bedford Garage Equipment Upgrades (Heated Pressure Washer)	T. Laprade		COMPLETED Q2	Completed
24-52	Bedford Garage Equipment Upgrades (Oil/Water Separator System)	T. Laprade		DELAYED 2025	Need to hire consultant to design a system outside
24-54	Keeley Road Patrol Yard Waste Oil Disposal	T. Laprade		POSTPONED	
24-55	Sydenham Point Accessible Washroom Upgrades	T. Laprade		Q4 2025	Carry over to 2025. Working to get design specifications to meet AODA Standards
24-56	Centennial Park - New Accessible Washroom Design and Build	T. Laprade		Q3 2025	Carry over to 2025 with additional budget.
24-57	Centennial Park - Renovations to Existing Canteen/Washrooms	T. Laprade	Wallans Construction	Q2 2025	Project Awarded and will commence January 2025
24-58	Harris Park Hall Flooring Replacement	T. Laprade		COMPLETED Q3	Completed
24-59	Glendower Hall Interior Design Plans	T. Laprade		POSTPONED	Project cancelled pending completion and review of Facilities Condition Assessment
24-82	Station 5 Exterior Upgrades	T. Laprade		Q4 2024	Awarded and will be completed by end of year
24-83	Station 4 Flooring	T. Laprade		On HOLD	Getting quotes. Need to confirm priorities with Fire
24-84	Demolish Piccadilly Sand/Salt Storage Facility	K. Bolton	Environmentall	COMPLETED Q2	Emergency demolition completed.
24-86	Stage Coach Demolition (Residential)	K. Bolton	Westendorp	Q4 2024	Completed
24-87	Storrington Renovations Admin Offices	T. Laprade		Q3 2024	Completed
	<b>SYDENHAM WATER</b>				
18-18	Water Hauling Station	T. Dunlop	Utilities Kingston	COMPLETED Q2	Station installed and open to Public April 15, 2024.
22-53	SCADA & PLC (2023-2024)	T. Dunlop	Utilities Kingston	COMPLETED Q3	Materials received Q1 2024. Replacements completed Oct 2024.
22-54	Serpentine Piping (2024-2025)	T. Dunlop	TBD	Q1 2026	RFP for Engineering closes Dec 20th. Deadline for completion March 2026.
24-61	Sydenham Drinking Water System Misc	T. Dunlop	Utilities Kingston	COMPLETED Q4	Various activities at water plant and distribution system
	<b>RECREATION</b>				
19-54	Storrington Centre Upgrades	T. Laprade		COMPLETE	Project completed
20-41	Davidson Beach - Access Road to swim area	T. Laprade	Township Forces / Ubcon	COMPLETE Q4	Completed
22-38	McMullen - Verona Court Project	T. Laprade	Craine's/Wallen's	COMPLETE Q3	Project Completed Q3 2023
22-43	Consulting Fee - User Fee & Facility Allocation Policy	T. Laprade	Sierra Planning	Q4 2023	Completed
22-44	Recreation Software	T. Laprade		Q2 2025	Updates to Facilities Booking
23-80	Boat Launch/Water Access Review	T. Laprade	Accent Building Sciences	Q4 2023	Inspections completed and finalizing reports.
23-83	Glendower Heritage Garden	T. Laprade	J&J Landscape	COMPLETE	
23-84	Storrington Centre Audio Equipment	T. Laprade		COMPLETE	
23-86	Centennial Park Accessible Washrooms - Design work	T. Laprade		Q4 2023	Design quote sent to Kyle B for approval
23-103	Princess Anne Repairs	T. Laprade	McCoy Plumbing	ON HOLD	Pipe repaired, waiting to review FCA before proceeding with insulation.
23-105	McMullen Park Building Remediation	T. Laprade		COMPLETE Q2	Work complete
24-60	Sydenham Point Field Score clock Power	T. Laprade	True Electric	COMPLETE Q3	Work complete
24-66	Centennial Park Walkway Connections	T. Laprade	Jewell Engineering	ON HOLD	Accessible designs completed for new walkways. Carry over to 2025
24-67	McMullen Park - Parking Lot Paving & Storage Bunker	T. Laprade	Morven Construction	COMPLETE Q2	Awarded to Morven Construction. Completed in June.
24-68	Keeley Bowes Diamond Upgrades (Accessibility)	T. Laprade	Greer Galloway	COMPLETE Q4	In House Construction. Completed in November. Signage/paint in spring 2025
24-69	Glendower Court Basketball Nets	T. Laprade			Completed
24-70	Bellrock and Petworth Mill Parkette Designs	T. Laprade	Lashley & Associates	Q3 2025	Conceptual design awarded.
24-71	Petworth Mill Wall Cap and Repairs	T. Laprade		ON HOLD	On hold until design is completed.
24-72	Shipyards Boat Ramp Rehabilitation	T. Laprade		POSTPONED	Postponed until FCA is complete.
24-74	New Picnic Tables	T. Laprade		COMPLETE Q2	Completed
24-75	McMullen Park Beach and Washroom Building Upgrades	T. Laprade		COMPLETE Q2	Completed
24-80	Centennial Park Courts and Electrical Improvements	T. Laprade			Scheduled for July (Courts) and September/October (Electrical) Carry over to 2025
	<b>MISCELLANEOUS</b>				
22-02	Gateway Signage - 2022 - 2025	K. Bolton	Gorway Group Inc.	COMPLETE Q4	Sign installations completed by Gorway. Grading work remains by Town forces.
23-12	Wayfinding Sign Fabrication and Installation	K. Bolton	Gorway & JJ Landscaping	Q4 2025	Wayfinding Installs by JJ Landscaping. Project will carry into 2025.

**By-Law Number 2025-11****A By-Law to Confirm generally all actions and proceedings of the Council meeting of the corporation of the Township of South Frontenac on February 11, 2025**

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**Whereas** Section 8 of the *Municipal Act*, S.O. 2001 c. 25 and amendments thereto provides that a municipality has the capacity, rights powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act* of any other *Act* and;

**Whereas** Subsection 2 of Section 11 of the *Municipal Act* S.O. 2001, c. 25 and amendments thereto provides that a lower-tier municipality and an upper-tier municipality may pass by-laws respecting matters within the spheres of the jurisdiction described in the Table to Subsection 2, subject to certain provisions, and;

**Whereas** Section 5 of the *Municipal Act*, S.O 2001 c. 25 and amendments thereto provides that a municipal power, including a municipality's capacity, rights, powers and privileges under Section 8 shall be exercised by its council and by by-law unless the municipality is specifically authorized to do otherwise, and;

**Whereas** the Council of the Township of South Frontenac deems it expedient to confirm its actions and proceedings;

**Therefore, be it resolved that the Council of the Corporation of the Township of South Frontenac hereby enacts as follows:**

1. The all actions and proceedings of the Council of the Corporation of the Township of South Frontenac taken at its regular meeting held on February 11, 2025, be confirmed as actions for which the municipality has the capacity, rights, powers and privileges of a natural person.
2. That all actions and proceedings of the Council of the Corporation of the Township of South Frontenac held February 11, 2025, be confirmed as being matters within the spheres of jurisdiction described in Subsection 2 of Section 11 of the *Municipal Act*, S.O. 2001, c.25 and amendments thereto.
3. That all actions and proceedings of the Council of the Corporation of the Township of South Frontenac taken at its regular meeting held on February 11, 2025, except those taken by by-law and those required by bylaw to be done by resolution are hereby sanctioned, ratified and confirmed as though set out within and forming part of this by-law.
4. 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.
5. This By-law shall come into force and take effect on the date of its passage.

Given First and Second Readings: Tuesday, February 11, 2025

Given Third Reading and Passed: Tuesday, February 11, 2025

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**James Thompson, Clerk**

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**Ron Vandewal, Mayor**