

**TOWNSHIP OF SOUTH FRONTENAC  
BY-LAW 2019-44**

**BEING A BY-LAW TO AUTHORIZE THE MAYOR AND THE CLERK TO EXECUTE A SITE PLAN AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC AND S. CLARK HOMES LTD.**

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**WHEREAS** a Site Plan and Site Plan Control Agreement have been prepared to the satisfaction of the Township of South Frontenac;

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

1. THAT the Mayor and the Clerk are hereby authorized to execute a Site Plan Control Agreement between the Corporation of the Township of South Frontenac and S. Clark Homes Ltd., a copy of which is attached hereto forming part of this By-law.
2. THAT this By-law and Agreement shall be registered on title of the property described as Part Lot 11, Concession 8, Part 5 RP13R-15931, District of Loughborough, Township of South Frontenac, municipally known as Eel Bay Road.
3. THIS BY-LAW shall come into force and effect in accordance with Section 41 of the Planning Act 1990, either upon the date of passage or as otherwise provided by the said Section 41.

**Dated at the Township of South Frontenac this 2<sup>nd</sup> day of July, 2019.**

**Read a first and second time this 2<sup>nd</sup> day of July, 2019.**

**Read a third time and finally passed this 2<sup>nd</sup> day of July, 2019.**

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

  
\_\_\_\_\_  
Ron Vandewal, Mayor

  
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Angela Maddocks, Clerk

**SITE PLAN AGREEMENT**

Made this 24<sup>th</sup> day of July, 2019

**BETWEEN:**

**S. CLARK HOMES LTD.**

**Hereinafter called the "Owner"**

**OF THE FIRST PART**

**-and-**

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

**Hereinafter called the "Municipality"**

**OF THE SECOND PART**

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

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

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

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

1. **The Owner covenants that the Owner is the Owner in fee simple of the Owner's lands Described in Schedule "A" attached hereto.**
2. **The Owner covenants and agrees with the Municipality as follows:**

**2.1 General**

- 2.1.1 **That no development beyond that approved through zoning by-law amendment No. 2019-45 will be permitted within the 30 metre restrictive area from the high water mark, except as approved by the the Municipality.**
- 2.1.2 **That development shall be in accordance with the Site Plan Drawings, attached hereto as Schedule "B".**
- 2.1.3 **That the uses on the subject property are limited to the single detached dwelling, garage with loft and shed.**
- 2.1.4 **That the two docks are to be constructed and maintained as per the Site Plan Drawing and that approval has been provided from Cataraqui Region Conservation Authority.**
- 2.1.5 **That any in-water construction and maintenance of the dock shall not occur between March 15<sup>th</sup> and July 15<sup>th</sup> to ensure that there is no interference with spawning of fish.**

### **3.1 Environmental Protection**

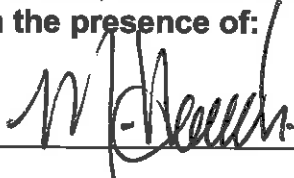
- 3.1.1** That the dock may be located central on the shorefront once the foreslope has been stabilized with armor stone and with a pedestrian stairway to the dock. The steep foreslope is to be re-stabilized and re-naturalized using armor stone and low shrubs consisting of juniper bushes, cedar trees, dogwood or ornamentals along the toe of the slope along the water's edge.
  - 3.1.2** That the foreslope restoration work and dock location must be reviewed and approved by the Cataraqui Region Conservation Authority.
  - 3.1.3** That the grass strip on the road side of the marsh area be re-naturalized by planting native tree species approximately 7 to 10 metres apart and may include a mixture of white cedar, white spruce and maples in order to deter access into the marsh from the road while promoting wildlife use of the marsh.
  - 3.1.4** That no disturbance or intrusion into the marsh area from any side is permitted.
  - 3.1.5** That during and after the construction period there shall be no filling or false grading of excavated materials within the 30m setback from the lake or the wetland. The exception will be for allowance for landscaping materials for the final grade next to the residence and for reclamation of the footprints of the three demolished cottages.
  - 3.1.6** That a permit will be required from the CRCA at the building permit stage as per the Ontario Regulation 148/06 Development, Interference with Wetlands, and Alterations to Shorelines and Watercourses as development is regulated within 120 metres of a provincially significant wetland.
- 3.0** This agreement shall be registered against the title to the Lands and the Municipality shall be entitled to enforce its provisions against the Owner and any or all subsequent owners of the Lands.
- 4.0** If the Owner fails or refuses for any reason to comply with any requirements of this agreement, the Owner shall be in default and the Municipality may, on seven (7) days' notice, require the Owner to remedy the default, failing which the Municipality may, without further notice and without prejudice to any other rights and remedies available to it, do such things and perform such work as is necessary to rectify the default.
- 5.0** Any account rendered by the Municipality for work done shall be paid by the Owner within thirty (30) days of the day of billing, and, if the Owner fails to pay, interest shall be charged on the amount outstanding at the rate of one and one quarter (1.25%) per months (15% per annum) on the first day of each calendar month following the date the account was due. Any payments received on accounts rendered shall be applied first to any outstanding interest, which may have accrued, and the balance shall be applied to reduce the principal amount outstanding.
- 6.0** If the Municipality incurs any expense arising out of the terms of this Agreement, the Municipality may recover the amount in like manner as municipal taxes or by action, pursuant to Section 42.7 of the Municipal Act.

- 7.0 All costs necessary to fulfill any condition of this agreement, and all costs incurred by the Municipality in connection with the preparation, execution, registration or enforcement of this Agreement shall be paid by the Owners.
- 8.0 This Agreement shall ensure to the benefit of and be binding upon the personal representatives, successors and assigns of the parties

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


SIGNED, SEALED AND DELIVERED

In the presence of:



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WITNESS



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SIMON CLARK - PRESIDENT  
S. CLARK HOMES LTD.

I HAVE THE AUTHORITY TO BIND THE  
CORPORATION

THE CORPORATION OF THE  
TOWNSHIP OF SOUTH FRONTENAC  
Per:



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RON VANDEWAL - MAYOR



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ANGELA MADDOCKS - CLERK

**SCHEDULE "A"**

**THE LANDS**

**PART LOT 11, CONCESSION 8, PART 5 13R15931, GEOGRAPHIC TOWNSHIP OF LOUGHBOROUGH,  
TOWNSHIP OF SOUTH FRONTENAC, COUNTY OF FRONTENAC**

**MUNICIPAL ADDRESS**

**EEL BAY ROAD**

**SCHEDULE "B"**

**DRAWING LIST**

**SITE PLAN DRAWING      EEL BAY ROAD, PREPARED BY IBW SURVEYORS, DATED APRIL 30, 2019, REV. 1 SCALE 1:250**

**HOUSE ELEVATION    2 OF 2 EEL BAY ROAD, S. CLARK HOMES LIMITED, DATED APRIL 22, 2019, SCALE AS NOTED, PREPARED BY ATKINSON HOME HARDWARE BUILDING CENTRE**

**GARAGE ELEVATION PLAN    EEL BAY ROAD, S. CLARK HOMES LIMITED, DATED FEBRUARY 11, 2019, SCALE NTS, PREPARED BY NU DIMENSION DESIGN AND DRAFTING**