

**TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2020-35**

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 ALAIN SHOONER.

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

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

1. THAT the Mayor and the Clerk are hereby authorized to execute a Site Plan Agreement between the Corporation of the Township of South Frontenac and Alain Shooner, a copy of which is attached hereto forming part of this By-law.
2. THAT this By-law and Agreement shall be registered on title of the property described as Part Lot 18, Concession 4, Part 2 13R19169, Geographic Township of Loughborough, Township of South Frontenac, municipally known as 3880 Greenfield Road.
3. THIS By-law shall come into force and effect in accordance with Section 41 of the Planning Act 1990, either upon the date of passage or as otherwise provided by the said Section 41.

Dated at the Township of South Frontenac this 21st day of July, 2020.

Read a first and second time this 21st day of July, 2020.

Read a third time and finally passed this 21st day of July, 2020.

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



Ross Sutherland, Deputy Mayor



Angela Maddocks, Clerk

SITE PLAN AGREEMENT

Made this 24th day of July, 2020

BETWEEN:

ALAIN SHOONER

Hereinafter called the "Owner"

OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC

Hereinafter called the "Municipality"

OF THE SECOND PART

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

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

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

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

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

2.1 General

- 2.1.1 **That development shall be in accordance with the Site Plan Drawing, attached hereto as Schedule "B".**
- 2.1.2 **That the uses on the subject property are limited to the single detached dwelling and storage building.**
- 2.1.3 **That the Owner is required to obtain a septic permit from KFL&A Public Health to the satisfaction of KFL&A Public Health.**
- 2.1.4 **That the Owner will enter into a maintenance and service agreement with an authorized representative of the manufacturer of the septic treatment unit, and provide KFL&A Public Health and the Municipality with proof of a valid and current agreement prior to occupancy. The Owner shall provide the Municipality proof of maintenance occurring on an annual basis by January 31 each year.**
- 2.1.5 **That the Owner may be required to obtain a permit from Cataraqui Conservation for any development or site alteration proposed from the lake to within 15 metres of the top of bank, as per the Ontario Regulation 148/06 Development, Interference with Wetlands, and Alterations to Shorelines and Watercourses.**

- 2.1.6 That the Municipality will not issue a building permit for the storage building until such time as any required approval under the Planning Act is obtained for the storage building.
- 2.1.7 That the dock will be constructed and maintained as per the Site Plan Drawing.
- 2.1.8 Construction and maintenance of the dock shall occur outside of the timeframe when fish are spawning.

3.1 Environmental Protection

- 3.1.1 That the 45 metre natural shoreline forested buffer will be maintained between the residence and the lake.
- 3.1.2 That erosion control measures (e.g. silt fence, straw bales) will be used during construction and will remain in place until any ground cover disturbed during construction has been re-established. Ground cover will be re-established as soon as possible upon completion of construction.
- 3.1.3 That during and after the construction period there shall be no filling or false grading of excavated materials for any area of the steep ridge and within the 15 metre setback from the top of bank. The exception will be for allowance for landscaping materials for the final grade next to the residence.
- 3.1.4 That water access will be achieved in a manner that requires minimal live tree removal and protects against erosion. Water access shall have a maximum width of 1.5 metres.
- 3.1.5 That woody-stemmed material that serves as Type 2 fish habitat will remain in place in the water and be left natural and undisturbed. This material is generally within 3 to 4 metres of shore.
- 3.1.6 That any septic system incorporate phosphorus removal technology and/or the leaching bed be designed with phosphorus retentive materials to contain nutrients on site.
- 3.1.7 That all roof leaders on the residence will be directed towards the side of the building furthest from the lake and be discharged into a soak-away pit(s).

- 3.0 This agreement shall be registered against the title to the Lands and the Municipality shall be entitled to enforce its provisions against the Owner and any or all subsequent owners of the Lands.
- 4.0 If the Owner fails or refuses for any reason to comply with any requirements of this agreement, the Owner shall be in default and the Municipality may, on fifteen (15) days' notice, require the Owner to remedy the default, failing which the Municipality may, without further notice and without prejudice to any other rights and remedies available to it, do such things and perform such work as is necessary to rectify the default.
- 5.0 Any account rendered by the Municipality for work done shall be paid by the Owner within thirty (30) days of the day of billing, and, if the Owner fails to pay, interest shall be charged on the amount outstanding at the rate of one and one quarter (1.25%) per months (15% per annum) on the first day of each calendar month following the date the account was due. Any payments received on accounts rendered shall be applied first to any outstanding interest, which may have accrued, and the balance shall be applied to reduce the principal amount outstanding.

- 6.0 If the Municipality incurs any expense arising out of the terms of this Agreement, the Municipality may recover the amount in like manner as municipal taxes or by action, pursuant to Section 42.7 of the Municipal Act.
- 7.0 All costs necessary to fulfill any condition of this agreement, and all costs incurred by the Municipality in connection with the preparation, execution, registration or enforcement of this Agreement shall be paid by the Owners.
- 8.0 This Agreement shall ensure to the benefit of and be binding upon the personal representatives, successors and assigns of the parties

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

SIGNED, SEALED AND DELIVERED
In the presence of:



WITNESS: RYAN BEAMISH



ALAIN SHOONER

THE CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC
Per:



RON VANDEWAL – MAYOR



ANGELA MADDOCKS – CLERK



SCHEDULE "A"

THE LANDS

PART LOT 18, CONCESSION 4, PART 2 13R19169, GEOGRAPHIC TOWNSHIP OF LOUGHBOROUGH, TOWNSHIP OF SOUTH FRONTENAC, COUNTY OF FRONTENAC

MUNICIPAL ADDRESS

3880 GREENFIELD ROAD

SCHEDULE "B"

DRAWING LIST

SITE PLAN DRAWING

**3880 GREENFIELD ROAD PLOT PLAN, PREPARED BY HOPKINS CHITTY LAND
SURVEYORS INC., DATED JULY 6, 2020, REV. 1 SCALE NTS**

