

**TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2021-03**

**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 PAUL SOUCIE.**

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 Paul Soucie, a copy of which is attached hereto forming part of this By-law.
2. THAT the Agreement shall be registered on title of the property described as Part Lot 8, Concession 5, District of Loughborough, Township of South Frontenac, Part 1 on Plan 13R18981.
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 26th day of JANUARY, 2021.

Read a first and second time this 26th day of JANUARY, 2021.

Read a third time and finally passed this 26th day of JANUARY, 2021.

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



Ron Vandewal, Mayor



Angela Maddocks, Clerk

SITE PLAN AGREEMENT

Made this 29 day of JANUARY, 2021

BETWEEN:

PAUL SOUCIE

Hereinafter called the "Owner"

OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC

Hereinafter called the "Municipality"

OF THE SECOND PART

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

AND WHEREAS Site Plan Control By-law 2003-25 applies to lands within 90 metres of a waterbody, as well as a development agreement registered on the title of the Lands requires that the Owner enter into this 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 in Schedule "B".**
- 2.1.2 **That the uses on the subject property are limited to a single detached dwelling and accessory buildings and structures.**
- 2.1.3 **That the Owner is required to obtain a septic permit from the authority responsible for Part 8 of the Ontario Building Code. Any sewage system shall be located a minimum of 30 metres from the Top of Bank.**
- 2.1.4 **That the Owner may be required to obtain a permit from Cataraqui Conservation for any development or site alteration, as per the Ontario Regulation 148/06 Development, Interference with Wetlands, and Alterations to Shorelines and Watercourses.**
- 2.1.5 **That the dock location will be maintained as per the Site Plan Drawing. The dock may be modified or replaced subject to all applicable approvals.**
- 2.1.6 **That construction and maintenance of the dock shall occur outside of the timeframe when fish are spawning.**

2.2 Environmental Protection

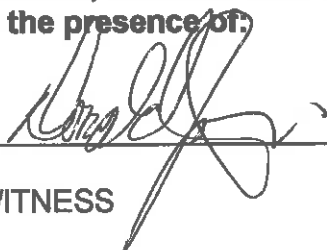
- 2.2.1** That the land between the shoreline and to 15 metres back (inland) of the Top of Bank must be maintained as a natural buffer with no alteration of soil mantle or vegetation cover, except for the existing walkway. There shall be no cutting of trees within the natural buffer area except for safety reasons or for the removal of dead trees.
 - 2.2.2** That the location of the walkway to gain access to the shoreline will be maintained as per the Site Plan Drawing. The walkway shall be 2 metres or less in width. The walkway may be modified subject to all applicable approvals. Any modifications that incorporate a staircase must be designed by a qualified professional to ensure that the installation and use of the structure will not aggravate the erosion hazard on the slope.
 - 2.2.3** That erosion control measures (e.g. silt fence, straw bales) will be used during any construction and will remain in place until any ground cover disturbed during construction has been re-established. Ground cover will be re-established as soon as possible upon completion of construction.
 - 2.2.4** That during and after the construction period there shall be no filling or false grading of excavated materials within 15 metres of the Top of Bank.
 - 2.2.5** That roof runoff from the dwelling and any accessory buildings and structures will be directed away from the Top of Bank and Sydenham Lake.
 - 2.2.6** That the Owner is responsible to comply with the provisions of the Endangered Species Act, 2007. This could require the Owner to register an activity, get a permit or other authorization from the Ontario Ministry of the Environment, Conservation and Parks prior to conducting an activity that could impact an endangered or threatened plant or animal or its habitat.
 - 2.2.7** That the Owner shall provide the Municipality with confirmation of permission or other authorization from the Ontario Ministry of the Environment, Conservation and Parks to remove any Butternut tree(s) described in the Tree Reports attached hereto in Schedule "B" prior to the issuance of a building permit.
- 3.0** This agreement shall be registered against the title to the Lands by the Owner and the Municipality shall be entitled to enforce its provisions against the Owner and any or all subsequent owners of the Lands.
- 4.0** If the Owner fails or refuses for any reason to comply with any requirements of this agreement, the Owner shall be in default and the Municipality may, on fifteen (15) days' notice, require the Owner to remedy the default, failing which the Municipality may, without further notice and without prejudice to any other rights and remedies available to it, do such things and perform such work as is necessary to rectify the default.
- 5.0** Any account rendered by the Municipality for work done shall be paid by the Owner within thirty (30) days of the day of billing, and, if the Owner fails to pay, interest shall be charged on the amount outstanding at the rate of one and one quarter (1.25%) per months (15% per annum) on the first day of each calendar month following the date the account was due. Any payments received on accounts rendered shall be applied first to any outstanding interest, which may have accrued, and the balance shall be applied to reduce the principal amount outstanding.

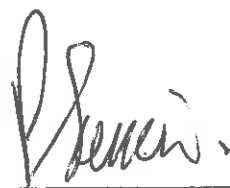
- 6.0 If the Municipality incurs any expense arising out of the terms of this Agreement, the Municipality may recover the amount in like manner as municipal taxes or by action, pursuant to Section 42.7 of the Municipal Act.
- 7.0 All costs necessary to fulfill any condition of this agreement, and all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

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

SIGNED, SEALED AND DELIVERED

In the presence of:


WITNESS


PAUL SOUCIE

THE CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC
Per:


RON VANDEWAL – MAYOR


ANGELA MADDOCKS – CLERK

SCHEDULE "A"

OWNER'S LANDS

Legal Description:

Part Lot 8, Concession 5, Part 1 on Plan 13R18981, District of Loughborough, Township of South Frontenac, County of Frontenac

Municipal Address:

Georgia Lane

SCHEDULE "B"

DRAWING AND REPORT LIST

Site Plan Drawing

Georgia Lane Building Permit Application Plot Plan, Prepared by Hopkins Chitty Land Surveyors Inc., Dated December 17, 2020, Scale 1:1000

Tree Reports

Tree Assessment Report for Paul Soucie at Georgia Lane, Sydenham, Ontario (Loughborough Concession Five, Part of Lot 8, RP13R18981 Part 1), Prepared by Weese Tree Preservation, Dated October 2, 2020

Butternut Health Assessment Report for Paul Soucie at Georgia Lane, Sydenham, Ontario (Loughborough Concession Five, Part of Lot 8, RP13R18981 Part 1), Prepared by Weese Tree Preservation, Dated November 30, 2020

THE ORIGINAL OF ALL PLANS LISTED IN THIS SCHEDULE AND INCORPORATED BY REFERENCE INTO THIS AGREEMENT ARE ON FILE IN THE OFFICE OF THE SOUTH FRONTEND DEVELOPMENT SERVICES DEPARTMENT AND SHALL GOVERN IN THE EVENT OF ANY DISPUTE.