

**TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2021-11**

**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 ROBERT BLASKO.**

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 Robert Blasko, 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 1012 Hill Lane, Lot 10 on Plan 1540, Part of Lot 10, Concession VIII, District of Loughborough, Township of South Frontenac.
3. THIS BY-LAW shall come into force and effect in accordance with Section 41 of the Planning Act 1990, either upon the date of passage or as otherwise provided by the said Section 41.

Dated at the Township of South Frontenac this 6th day of April, 2021.

Read a first and second time this 6th day of April, 2021.

Read a third time and finally passed this 6th day of April, 2021.

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



Ron Vandewal, Mayor



Angela Maddocks, Clerk

SITE PLAN AGREEMENT

Made this 6 day of APRIL, 2021

BETWEEN:

ROBERT BLASKO

Hereinafter called the "Owner"

OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC

Hereinafter called the "Municipality"

OF THE SECOND PART

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

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

AND WHEREAS the Site Plan is supported by recommendations included in the Environmental Impact Assessment listed in Schedule "B" to this agreement;

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 existing wood deck and gazebo shown on the Site Plan Drawing is to be removed from the property, under a valid demolition permit, prior to the issuance of an occupancy permit for the single detached dwelling as per the Ontario Building Code.**

2.1.4 **Any home constructed on this lot requires a Class 4 Level IV sewage treatment system (as defined by the Ontario Building Code).**

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

The septic system is to be maintained in accordance with the Ontario Building Code Act and the manufacturer's instructions. The Owner shall enter into a maintenance contract with an authorized maintenance provider for the life of the system. A copy of the signed maintenance contract must be provided to the authority responsible for Part 8 of the Ontario Building Code prior to occupancy of the building being granted.

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

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

Any permanent dock shall protrude no further into the lake than the existing non-vegetated rock substrate, which averages about 2 metres from the shoreline as recommended by the Environmental Impact Assessment attached hereto in Schedule "B".

2.1.7 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 the Top of Bank must be maintained as a natural buffer with no alteration of soil mantle or vegetation cover, except for the stairs and turtle nest terrace shown on the Site Plan Drawing. 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 stairs to gain access to the shoreline shall 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. The exception will be for allowance for landscaping materials for the final grade next to the dwelling.

2.2.5 That stormwater management best practices shall be employed to reduce the energy of runoff from the plateau, including roof runoff from the dwelling and any accessory buildings and structures.

- 2.2.6** That the turtle nest terrace shown on the Site Plan Drawing shall be maintained to compensate for the potential loss of Snapping Turtle nesting areas as a result of construction of the dwelling, as recommended by the Environmental Impact Assessment attached hereto in Schedule "B".
- 2.2.7** That the Owner is responsible to comply with the provisions of the *Endangered Species Act, 2007*. Sections 9 and 10 of the *Endangered Species Act* provide protection for individual members of a species and their habitat if that species is listed on the Species at Risk in Ontario list as extirpated, endangered or threatened. If an activity may cause adverse impacts to a species at risk and/or their habitat, authorization under the ESA may be required prior to conducting the activity.

2.3 Property Access

- 2.3.1** That access to the Owner's Lands is over an unassumed road allowance, described in Schedule "C" attached hereto, and that is not maintained by the Municipality. The Municipality shall permit the extension of a private lane over the road allowance.
- 2.3.2** That the Owner accepts the Road Allowance in an "as is" condition and not to require the Municipality to pay for or do any work or supply any equipment or services in connection with the Owner's use of the Road Allowance.
- 2.3.3** That the Owner shall improve the access over the Road Allowance, from the travelled portion of Hill Lane to the Owner's Lands consistent with the Township of South Frontenac Private Lane Standards attached hereto in Schedule "D".
- 2.3.4** The Owner shall contact the Township of South Frontenac Development Services Department prior to improvements occurring on the Road Allowance to notify staff of the commencement of the work. The Owner shall also contact the Development Services Department following the completion of construction in order to request the Township staff inspect the improvements undertaken to confirm the improvements meet Township Private Lane Standards.
- 2.3.5** Not to remove any trees or commence any work, or make any changes in surfacing, grade or landscaping on the Road Allowance except in accordance with the Township Private Lane Standards attached hereto in Schedule "D".
- 2.3.6** To obtain all necessary permits and approvals required by law.
- 2.3.7** 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.
- 2.3.8** To use the Road Allowance only for the purpose of access to and from the Owner's Lands and not to interfere, obstruct or impede in any way the use of the Road Allowance by the Municipality, owners of abutting properties, or any other member of the public.
- 2.3.9** To not erect any signs, fences, buildings, structures or fixtures on the Road Allowance without the prior written consent of the Municipality.
- 2.3.10** 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 Municipality may cause damage to the road allowance or any neighbouring property.

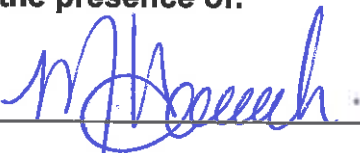
- 2.3.11 To take, at the Owner's own expense, all measures necessary to ensure to the Municipality's satisfaction that any municipal services or utilities now or in the future on, under or adjacent to the Road Allowance are or will be adequately protected against damage, impairment, destruction or loss.
 - 2.3.12 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.
 - 2.3.13 That the Municipality has no obligation during or upon expiration of the term of this license to compensate or reimburse the Owner for any costs or expenses incurred by the Owner to improve or maintain the Road Allowance, all of which will be done for the benefit of the Owner and not the Municipality.
 - 2.3.14 To indemnify and save harmless the Municipality 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 Municipality 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 Owner's occupation or use of the Road Allowance.
 - 2.3.15 To further indemnify and save harmless the Municipality from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the *Construction Lien Act* in connection with any work done for the Owner at or on the Road Allowance, and to promptly attend at the Owner'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 Municipality to do so, failing which the Municipality may attend to such removal and recover the expense and all attendant costs from the Owner.
 - 2.3.16 To maintain in force at all times during the term of this license and any renewal thereof, at the Owner's expense and in the names of the Owner and the Municipality, coverage for legal liability for bodily injury, death or property damage in an amount of not less than two million dollars, and to provide the Municipality with proof of such insurance no later than the 15th day of January each year or upon request.
- 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.

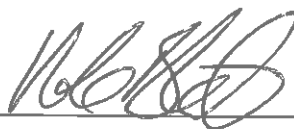
- 6.0 If the Municipality incurs any expense arising out of the terms of this Agreement, the Municipality may recover the amount in like manner as municipal taxes or by action, pursuant to Section 42.7 of the Municipal Act.
- 7.0 All costs necessary to fulfill any condition of this agreement, and all 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



ROBERT BLASKO

THE CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC
Per:



RON VANDEWAL – MAYOR



ANGELA MADDOCKS – CLERK

SCHEDULE "A"

OWNER'S LANDS

Legal Description:

Part Lot 10, Concession 8, Lot 8 on Plan 1540, District of Loughborough, Township of South Frontenac, County of Frontenac

Municipal Address:

1012 Hill Lane

SCHEDULE "B"

DRAWING AND REPORT LIST

Site Plan Drawing 1012 Hill Lane Site Plan, Prepared by Groundwork Engineering Limited, Revision 2, Dated January 25, 2021, Scale 1:400 Revised by Robert Blasko, March 29, 2021

REPORT Eel Bay Impact Assessment for Rob Blasko Planning Application, Prepared by Ecological Services, Dated July 27, 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 FRONTENC DEVELOPMENT SERVICES DEPARTMENT AND SHALL GOVERN IN THE EVENT OF ANY DISPUTE.

SCHEDULE "C"
ROAD ALLOWANCE

Property Description:

Long Street, Plan 1540, Except Parts 7 & 12, 13R13072; S/T the interest, if any in FR663789;
Loughborough/South Frontenac

SCHEDULE "D"

TOWNSHIP OF SOUTH FRONTENAC PRIVATE LANE STANDARDS

ITEM	PRIVATE LANE
Right of Way Width	20.0 m (66 feet)
Height of Clearing	5.0 m (16 feet)
Width of Clearing	6.0 m (20 feet)
Surface Width	4.5 m (15 feet)
Surface Material	Crushed Stone
Depth of Material, Minimum	(100 mm) 4" of Granular A (150 mm) 6" of Granular B
Shoulder, including Rounding	Nil
Crown, Minimum	1%
Cross Culvert, Minimum	300 mm (12 inches)
Culvert Material	CSP/HDPE
Maximum Grade	12% (1 in 8)
Geometrics	Safe Passage of Emergency Vehicles
Ditches, Minimum Depth from Crown to Bottom of Ditch	0.3 m (1 foot)