

**TOWNSHIP OF SOUTH FRONTENAC  
BY-LAW 2021-56**

**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 2290998 ONTARIO INC. FOR  
THE RETAINED PARCEL, CONSENT APPLICATION S-02-20-S**

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**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 2290998 Ontario Inc. for the retained parcel from Consent Application S-02-20-S, 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 for Parts 4 to 14 on Plan 13R22179, Part of Lot 20, Concession 9, Geographic Township of Pittsburgh, District of Storrington, Township of South Frontenac. The agreement shall be maintained on the lands that form the retained parcel from Consent Application S-02-20-S.
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 12<sup>th</sup> day of October, 2021.**

**Read a first and second time this 12<sup>th</sup> day of October, 2021.**

**Read a third time and finally passed this 12<sup>th</sup> day of October, 2021.**

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

  
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**Ron Vandewal, Mayor**

  
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**Angela Maddocks, Clerk**

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## SITE PLAN CONTROL AGREEMENT

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THIS AGREEMENT made in triplicate this 13 day of October, 2021.

**BETWEEN:**

**2290998 ONTARIO INC.**

hereinafter referred to as the "OWNER"

OF THE FIRST PART

- and -

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

hereinafter referred to as 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 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 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 a single detached dwelling shall be located within the Building Envelope shown on the Site Plan Drawing.

- 2.1.4 That any accessory buildings and structures shall not be placed within the required front yard and setback from the highwater mark.
- 2.1.5 That regarding the sewage disposal system:
- 2.1.5.1 The area of the sewage disposal system shown on the Site Plan Drawing shall be expressly reserved for a sewage disposal system.
  - 2.1.5.2 The sewage disposal system shall be designed by a Professional Engineer with expertise in the field, due to the complexity of the property and distance between the building envelope and location of the sewage disposal system.
  - 2.1.5.3 Any deviation to the location of the sewage disposal system shall be supported by a Professional Engineer with expertise in the field, and approved by the Chief Building Official.
  - 2.1.5.4 Any deviation to the location of the sewage disposal system shall require the Owner to apply for, and enter into an amended agreement to be registered against the title of the Lands.
- 2.1.6 That the Owner shall comply with any amendments, additions or deletions to the Site Plan Drawing that the Municipality may reasonably require after the date of this Agreement in order to better ensure the proper and orderly development of the Owner's Lands and the construction of the works and facilities required by this Agreement. The Director of Development Services shall confer with the Chief Administrative Officer, Senior Planner, Chief Building Official, and Conservation Authority before considering any minor amendment to the site plan drawings and/or terms of this agreement.
- 2.1.7 That the Owner agrees to take all reasonable precautions to reduce dust, noise and other nuisances and to ensure public safety during the development of the Owner's Lands and construction of the works and facilities required by this Agreement.
- 2.1.8 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.
- 2.1.9 That a dock may be permitted subject to all applicable approvals.
- 2.1.10 That construction and maintenance of a 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 dwelling must be maintained as a natural buffer with no alteration of soil mantle or vegetation cover, except for a maximum 1.5 metre wide path. There shall be no cutting of

trees within the natural buffer area except for safety reasons or for the removal of dead trees. Any structure (e.g. staircase) required to access the shoreline shall be designed by a qualified professional to ensure that the installation and use of the structure will not create or aggravate an erosion hazard on the slope. Such structures may be permitted subject to all applicable approvals.

- 2.2.2 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.
- 2.2.3 That runoff from the Building Envelope shown on the Site Plan Drawing shall be directed to the west into a natural depression per the Hutchinson Analysis to Determine Shoreline Setbacks: Christel Lane Severance attached hereto in Schedule "B".
- 2.2.4 That there shall be no filling or false grading of excavated materials within 30 metres of the highwater mark. The exception will be for allowance for landscaping materials for the final grade next to the dwelling.
- 2.2.5 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.
- 2.2.6 That there shall be no no tree clearing during the breeding bird season (April 15 to August 15), unless it has been confirmed by a qualified biologist that birds are not nesting in the trees that need to be removed. This is to avoid a possible contravention of the Migratory Birds Convention Act.
- 2.2.7 That there shall be no tree clearing, and especially clearing of dead trees, during the bat roosting season (April 15 to Sept. 15), unless it has been confirmed by a qualified biologist using either exit surveys or acoustic surveys that bats are not roosting in the trees that need to be removed. This is to avoid a possible contravention of the Endangered Species Act.

### 2.3 Lot Grading and Drainage

- 2.3.1 That prior to the Municipality issuing a building permit for the construction of a single detached dwelling and sewage disposal system on the Lands, the Owner shall provide a Grading and Drainage Plan prepared by a licensed Ontario Land Surveyor or a Professional Engineer that addresses at a minimum and without limitation, locations of building(s), well and sewage disposal system, as well as existing and proposed grades and drainage patterns, to the satisfaction of the Municipal Engineer.
- 2.3.2 That the Owner is required to submit a grading security (deposit) in the amount of \$3,000 prior to the issuance of a building permit. The security shall be released upon the approval of a certificate stamped by the Owner's Engineer confirming that grading generally conforms to the Grading and

Drainage Plan. If the Municipal Engineer rejects a lot grading certificate, the cost for any further review shall be deducted from the deposit.

## 2.4 Limited Services

- 2.4.1 That the Municipality does not maintain or repair and will have no obligation to maintain or repair the private lane that provides access to the Lands or to perform or provide any other municipal services normally associated with public highways within the Municipality.
- 2.4.2 That the Municipality shall not be responsible for providing fire, ambulance and other emergency services to the Lands if the operator of the emergency vehicle, having made reasonable efforts in the circumstances, determines that the condition of the private lanes or driveways as constructed or maintained at the time, prevents the vehicle from being operated properly or safely in order to access or exit the Lands.
- 2.4.3 That the Owner hereby agrees to indemnify and save harmless the Municipality against all actions, causes of action, suits, claims, demands and costs whatsoever arising by reason of any matter under this Agreement, including without limitation any actions, causes of action, suits, claims, demands or costs directly or indirectly related to the construction, use, operation or maintenance of the private lane, including the inability to operate an emergency vehicle properly or safely in order to access or exit the Lands due in whole or in part to the condition of the private lanes or driveways at the time.

- 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 Owner.

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 by the hands and seals executed this agreement as of the first date set out above.

SIGNED, SEALED AND DELIVERED:

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

  
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**Ron Vandewal - Mayor**

  
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**Angela Maddocks - Clerk**

*We have authority to bind the Corporation*

**2290998 ONTARIO INC.**

  
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**Martha Beach - President**

*I have authority to bind the Corporation*

**SCHEDULE "A"**

**OWNER'S LANDS**

**Legal Description:**

Part of PIN 36288-0771

PT LT 20 CON 9 STORRINGTON PTS 4, 5, 6, 7 & 8 on Reference Plan 13R22455

**SCHEDULE "B"****DRAWING AND REPORT LIST**

<b>Site Plan Drawing</b>	Site Plan, prepared by Pinchin, dated September 2021
<b>Report</b>	Hutchinson Analysis to Determine Shoreline Setbacks: Christel Lane Severance, prepared by Ecological Services, dated March 18, 2021
<b>Report</b>	Species at Risk EIA, Christel Lane Severances on Dog Lake, prepared by Ecological Services, dated August 22, 2021

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 FRONTENAC DEVELOPMENT SERVICES DEPARTMENT AND SHALL GOVERN IN THE EVENT OF ANY DISPUTE.