

**TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2022-19**

**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 JEFF AND SUSAN RATH**

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 Jeff and Susan Rath, 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 Unit 1, Level 1, Frontenac Vacant Land Condominium Plan No. 85 (Johnston Point) and its Appurtenant Interest; subject to and together with Easements as set out in Schedule A as in FC331360; Township of South Frontenac, together with an Easement and Right-of-Way over Unit 2, Level 1, Frontenac Vacant Land Condominium Plan No. 85 as in Instrument No. FC333248, 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 15th day of February, 2022.

Read a first and second time this 15th day of February, 2022.

Read a third time and finally passed this 15th day of February, 2022.

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



Ron Vandewal, Mayor



Angela Maddocks, Clerk

SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made in triplicate this 15th day of February, 2022.

BETWEEN:

JEFFREY RATH & SUSAN PETERS RATH

hereinafter called the "Owner"

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC

hereinafter called the "Municipality"

WHEREAS the Owner is the registered owner in fee simple of certain lands described in Schedule "A", attached hereto, located in the Township of South Frontenac (the "Owner's Lands");

AND WHEREAS the Municipality is authorized to enter into this agreement and register it against the title to the Owner's Lands pursuant to section 41 of the Planning Act and section 6.17 of the Township of South Frontenac Official Plan;

AND WHEREAS the Municipality has passed by-law No. 2003-75 to designate all of the Township of South Frontenac as a "Site Plan Control Area";

AND WHEREAS the Owner acknowledges and agrees that the Owner's Lands are governed by a Master Site Plan Agreement, which agreement requires the execution of this individual Site Plan Agreement for the Owner's Lands in order to permit development;

NOW THEREFORE, THIS AGREEMENT 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 obligations imposed by this Agreement affect the land described in Schedule "A" hereto and any restrictive covenants expressed herein run with the land and bind successors in title to the said lands as well as the successors and assigns of the Owner.
3. The Owner shall, at its sole risk and expense and to the satisfaction of the Municipality, develop the Owner's Lands in accordance with this Site Plan Agreement and the Master Site Plan Agreement and shall construct, use, and maintain those facilities and works in accordance with the terms of this Agreement. The drawings listed in Schedule "B" are hereby incorporated by reference into this Agreement. The originals of the Schedules are on file in the offices of the Municipality and shall govern in the event of any dispute.
4. The following schedules are attached to, and form part of this Agreement and

no new building, structure or other facility shall be erected, altered or placed on the said land except in accordance with the attached schedules which consist of:

- a. Legal Description of Lands;
 - b. Site Plan Drawings and Reports; and
 - c. Municipal Conditions of Approval.
5. The Owner shall comply with any amendments, additions or deletions to the Site Plan Drawings 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.
 6. Prior to the commencement of any construction, and subject to clause 8 below, the Owner agrees to obtain all other permits and approvals required by any other agency or authority having jurisdiction.
 7. The Owner covenants and agrees to develop the Owner's Lands in accordance with those municipal conditions set out in Schedule "C" to this Agreement. No development shall occur on the Owner's Lands that is inconsistent with this Agreement.
 8. The Owner agrees that they shall not apply for any building permits for the development of the Owner's Lands that is inconsistent with the Environmental Benefit Permit PT-C-001-16 issued on October 28, 2018 ("Environmental Benefit Permit"), and all work undertaken pursuant to this Site Plan Agreement shall be in conformity therewith.
 - a. The Owner acknowledges that the Municipality recommends consulting a biologist in connection with the Site Plan and development of the Owner's Lands to ensure compliance with the requirements of the registered Condominium Agreement, the Condominium Declaration and the Environmental Benefit Permit.
 - b. The Owner acknowledges and agrees that the actual disturbed area calculation, which is limited by the terms of the Environmental Benefit Permit, has been calculated by the Owner and incorporated into this site plan approval and no development shall be undertaken that exceeds the calculation.
 9. All site servicing is indicated on the Site Plan Drawings and the Owner covenants and agrees to comply with all setbacks shown thereon. Without limiting the generality of the foregoing, the Owner agrees that any well shall be located outside of the 40m setback from the highwater mark. All well construction shall comply with the general restrictions on construction imposed by the Environmental Benefit Permit.
 10. Development of the Owner's Lands shall be in accordance with the Condominium Agreement registered on title as Instrument Number FC329989 and the Master Site Plan for Johnston Point. In the event that there is any inconsistency between this Agreement, the Environmental Benefit Permit or the requirements of the Condominium Agreement, the Environmental Benefit Permit shall govern, followed in order of priority by this Site Plan Agreement, the Master Site Plan Agreement, and the Condominium Agreement to the extent of any inconsistency.
 11. The Owner acknowledges that the Municipality shall not maintain or repair and will have no obligation to maintain or repair the private gravel lane (right-of-way) that provides access to the Owner's Lands or to perform or provide any other municipal services normally associated with public highways within

the Municipality. The Owner acknowledges and agrees that the entire length of the private lane shall remain unpaved in perpetuity.

12. The Owner acknowledges and agrees that the Municipality shall not be responsible for providing fire, ambulance and other emergency services to the Owner's Lands if the operator of the emergency vehicle, having made reasonable efforts in the circumstances, determines that the condition of the roads 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 Owner's Lands.
13. The Owner acknowledges and agrees that the Municipality shall not provide curbside waste disposal services to the Owner's Lands. Waste pickup will be available at the Township Road in a designated garbage and recycling collection facilities.
14. In the event that the Owner fails to install or maintain the facilities covered by this Agreement, then, upon the Director of Development Services or designate giving seven days written notice by pre-paid registered mail to the Owner, the Municipality, through its employees, agents or contractors, may, without further notice, enter upon the Owner's Lands and proceed to supply all materials and to do all the necessary inspections and works in connection with the facilities, including without limitation the replacement of vegetation or other materials which have been removed from buffer areas and to charge the cost thereof, together with the cost of engineering and any other expenses incurred by the Municipality, against the Owner. Such entry and work shall not be deemed as an assumption by the Municipality of any liability. It is expressly agreed that the Owner or any person in possession shall not question the cost incurred by the Municipality for labour, materials or any other costs incidental to do the said work and this provision shall be deemed to operate as an effective estoppel in judicial proceedings if such costs are challenged or placed in question.
15. 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 road(s) serving the Owner's Lands, including the inability to operate an emergency vehicle properly or safely in order to access or exit any given unit due in whole or in part to the condition of the roads or driveways at the time.
16. Time shall be of the essence of this Agreement and of any extension of time that may be agreed upon by the parties.
17. The Municipality will make reasonable efforts with the number of personnel available to it to inspect the works and facilities to be constructed in accordance with the Site Plan Drawings and this Agreement, but the Owner shall indemnify and save harmless the Municipality, its servants, agents and contractors from any responsibility or liability arising directly or indirectly from any failure or delay in completing such inspections.
18. The Owner hereby grants to the Municipality, its servants and contractors, a licence to enter the Owner's Lands during normal operating hours for the purpose of inspecting the works and facilities and to perform any work arising from or the result of any default by the Owner under this Agreement.
19. It is the intent of this Agreement that the Municipality shall not incur any expense for the development of the Owner's Lands and every obligation of

the Owner under this Agreement shall be deemed to include the words "at the expense of the Owner", unless specifically stated otherwise.

20. The Owner agrees to pay the legal, engineering, landscape architectural, planning and administrative costs incurred by the Municipality to process the Site Plan Drawings, including but not limited to, the preparation of this Agreement and all plans and specifications, and the supervision and inspection of the Works.
21. All invoices, costs and expenses received or incurred by the Municipality and payable by the Owner shall be paid within thirty (30) days of the Municipality's invoice or demand for payment to the Owner, failing which the Owner shall be in default under this agreement and shall continue in default until payment plus all accrued interest is made in full.
22. Interest shall be paid by the Owner on all overdue amounts at the same rate per annum and calculated in the same manner as the Municipality charges on overdue municipal taxes and any payments received shall be applied first on account of accumulated interest and then on the outstanding amount.
23. The Owner consents to the registration by the Municipality at the Owner's expense of this Agreement against the title to the Owner's Lands and, in accordance with s. 41(10) of the Planning Act, all of the terms and conditions of this Agreement may be enforced against the Owner and any and all subsequent owners of the Owner's Lands.
24. The Owner shall ensure that the requirements of this Agreement and the Site Plan Drawings are brought to the attention of its contractors, employees and workers prior to the start of any construction.
25. All covenants in this Agreement shall be construed as being joint and several and that, when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter gender, as the case may be, were expressed.
26. The Owner covenants and agrees that nothing in this Agreement releases the Owner from the obligation to comply with the provisions of all other by-laws of the Municipality that may now or in future be in effect.
27. Any dispute between the parties with respect to this Agreement shall, at the request of a party, be submitted to arbitration pursuant to the Arbitrations Act and the decision of the arbitrator or, if more than one, the decision of a majority shall be final and binding on the parties.
28. Each party shall pay its own costs of the arbitration and shall share equally the costs of the arbitrator(s).
29. The Owner agrees that if any section, clause or provision of this Agreement, is for any reason declared by a Court of competent jurisdiction to be invalid the same shall not affect the validity of the Agreement as a whole or any part thereof, other than the section, clause, or provision so declared to be invalid and it is hereby declared to be the intention that all the remaining sections, clauses or provisions of this Agreement shall remain in full force and effect, notwithstanding that one or more provisions thereof shall be declared to be invalid.
30. This Agreement shall enure to and be binding upon the parties hereto, and their respective successors and assigns.


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

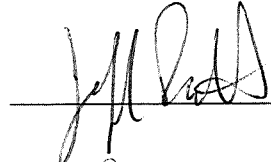


Ron Vandewal - Mayor

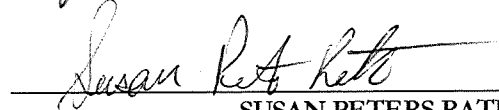


Angela Maddocks - Clerk

We have authority to bind the Corporation



JEFFREY RATH



SUSAN PETERS RATH

SCHEDULE "A"**LEGAL DESCRIPTION OF LANDS**

Unit 1, Level 1, Frontenac Vacant Land Condominium Plan No. 85 and its Appurtenant Interest; subject to and together with Easements as set out in Schedule A as in FC331360; Township of South Frontenac

Together with an Easement and Right-of-Way over Unit 2, Level 1, Frontenac Vacant Land Condominium Plan No. 85 as in Instrument No. FC333248

SCHEDULE "B"

SITE PLAN DRAWINGS

THE ORIGINAL OF ALL PLANS AND REPORTS 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.

1. Unit 1, Johnston Point – Individual Site Plan. Prepared by BONE Structures. Dated: November 17, 2021
2. Lot Grading and Drainage Plan. Prepared by E.R. Trought Design Inc. Dated: September 10, 2021
3. Letter from Leslie Higginson, O.L.S. re Staking Unit 1. Leslie M. Higginson Surveying Ltd. Dated: October 4, 2021
4. Unit 1, Johnston Point - Species at Risk Pre-Clearing Report. Ecological Services. Dated: September 24, 2021.

SCHEDULE "C"
MUNICIPAL CONDITIONS

The Owner further covenants and agrees to develop the Owner's Lands in accordance with the following Municipal Conditions:

1. The Owner agrees to construct all works and facilities in a good and workmanlike manner and, where applicable, according to the Municipality's normal standards and specifications.
2. 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.
3. The Owner shall be responsible for installing and maintaining all sediment and erosion controls in accordance with best management practices prior to and during construction activities.
4. The Owner agrees to undertake site alteration consistent with the lot grading and drainage plan approved by the Municipality. The lot grading and drainage shall be maintained consistent with the plan. Any deviation from the approved lot grading and drainage plan must be reviewed by the Municipal Engineer or their designate prior to any work being started. Minor deviations may be approved by the Municipal Engineer in consultation with the Director of Development Services. Should the deviation be considered major by the Municipal Engineer and the Director of Development Services, an amendment to the site plan agreement will be required to be approved by Council.
5. The driveway shall be located a minimum of 30 metres from any waterbody and shall be designed by a qualified Engineer to ensure mitigative measures are applied to direct stormwater runoff and reduce erosion. The driveway shall be constructed and maintained in accordance with the design approved by the Municipality.
6. The Owner acknowledges that consistent with the Environmental Benefit Permit, driveways must remain unpaved, however footprints for cars may be paved.
7. The Owner agrees to obtain the approval of Hydro One Networks Inc prior to connecting to or relocating existing hydro services.
8. The Owner shall ensure that all development conforms, at a minimum, to the following:
 - a. The Environmental Benefit Permit;
 - b. All development on the Lands within 120 metres of the Provincially Significant Wetlands and within 50 metres of the shoreline of Loughborough Lake is subject to the "Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulation" (Ontario Regulation 148/06). The Owner shall obtain written permission by obtaining a Permit from Cataraqui Conservation Authority prior to any development (e.g. filling, lot grading, construction) taking place within the regulated area, alteration to the shoreline and/or interference with a wetland. A copy of any Permit issued by Cataraqui Conservation for works occurring on the Owner's Lands shall also be provided to the Municipality;
 - c. All Municipal Conditions as set out in Schedule "E" of the Condominium Agreement;

- d. Exterior lighting shall be installed and maintained consistent with the International Dark Sky Associations' best practices which includes directing any light emitted downwards and away from adjacent uses or the shoreline. An exterior lighting review will be completed by Township staff within 4 months of the occupancy certificate being issued for the dwelling;
 - e. The location, materials and dimensions for docks and pathways shall conform to the Condominium Agreement and this Agreement and shall not be varied without further approval from the Municipality;
 - f. Only one (1) dock shall be permitted to service Unit 1, and all other existing docks shall be removed. The surface area of the dock located on Unit 1 may not exceed 20 m² and its length shall not exceed 8 m;
 - g. In-water works, such as construction and maintenance of a dock, shall comply with the applicable Federal or Provincial in-water work timing restriction windows for fish spawning and turtle nesting. Any required permits shall be obtained by the Owner;
 - h. The location, dimensions and materials for the driveway shall conform to the Condominium Agreement and this Agreement and shall not be varied without further approval from the Municipality;
 - i. The 30 metre shoreline vegetation protection area shall be maintained in a natural state and all vegetation shall be retained, save only for invasive species, and the 1.5m wide pathway to the shoreline; and
 - j. The 40 metre tree protection setback from the shoreline shall be maintained in a natural state except for the removal of vegetation shown on the Site Plan Drawings listed in Schedule "B".
9. The Owner agrees that an Ontario Land Surveyor shall mark and stake the 30 metre and 40 metre setbacks from the highwater mark and shall stake the footprint of the buildings and primary sewage system area within the boundary of the building envelope. These marks and staking shall remain in place during construction and until a final inspection is completed by the Chief Building Official or their designate. It is acknowledged that the Chief Building Official or their designate may request other setbacks be confirmed by an Ontario Land Surveyor as required in order to confirm construction is consistent with the Site Plan drawing included in Schedule "B".
10. The Owner acknowledges that the Site Plan identifies a primary and alternative location for sewage systems. The Owner agrees that there shall be no construction of a well, dwelling, driveway, pool, garage or any other structure or site grading within the area reserved for the primary or alternate sewage system.
11. The dwelling on this Unit is serviced by a Level IV sewage treatment system (as defined by the Ontario Building Code).

The Owner is required to obtain a sewage 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 under the Ontario Building Code Act.

The sewage system is to be maintained in accordance with the Ontario Building Code Act and the manufacturer's instructions. The Owner shall enter 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.

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.

12. Human Remains and Archaeological Resources

- a. That in the event that deeply buried archaeological remains are discovered during construction or site development of a lot, the Owner shall immediately contact the Township of South Frontenac Development Services Department and the Ministry of Tourism, Culture and Sport, and
- b. That in the event that human remains are discovered during construction or site development of a lot, Owner shall immediately contact the Township of South Frontenac Development Services Department, the Ontario Provincial Police (OPP), the Ministry of Tourism, Culture and Sport and the Registrar or Deputy Registrar of the Cemeteries Unit of the Ministry of Consumer Services.
- c. That if during the process of development any archaeological resources or human remains of Aboriginal interest are encountered, the Owner shall immediately contact the Algonquins of Ontario Consultation Office at:

Algonquins of Ontario Consultation Office
31 Riverside Drive, Suite 101
Pembroke, Ontario K8A 8R6
Telephone: (613) 735-3759
Fax: (613) 735-6307
email: algonquins@tanakiwin.com