CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH CARDINAL

BY-LAW NO. 2024-44

"BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A SITE PLAN CONTROL AGREEMENT WITH DENIS SIMARD"

WHEREAS the Council of the Corporation of the Township of Edwardsburgh Cardinal deems it advisable to enter into a Site Plan Control Agreement with Denis Simard respecting development of a property described as:

PART 1 OF 15R-12378 TOWNSHIP OF EDWARDSBURGH/CARDINAL

WHEREAS Authority is granted under Section 41 of the Planning Act, RSO 1990, c.P. 13, as amended to the Council of the Corporation of the Township of Edwardsburgh Cardinal to enter into and amend such agreements; and

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

- 1. That the Mayor and Clerk are hereby authorized to execute an agreement with Denis Simard and that a signed copy of said agreement is attached hereto as Schedule "A".
- 2. That this by-law shall come into force and effect upon passing.

Read a first and second time in open Council this 26 day of August, 2024.

Read a third and final time, passed, signed and sealed in open Council this 26 day of August, 2024.

Tory Deschamps (Aug 29, 2024 00:09 EDT)

Mayor

Clerk

ruch

SPCA Bylaw - Simard

Final Audit Report 2024-08-29

Created:

2024-08-28

By:

Rebecca Crich (rcrich@twpec.ca)

Status:

Signed

Transaction ID:

CBJCHBCAABAA77fudwcxvaucQlfMM8w0NJSbZyqe7vcx

"SPCA Bylaw - Simard" History

Document created by Rebecca Crich (rcrich@twpec.ca) 2024-08-28 - 3:48:46 PM GMT

Document emailed to Tory Deschamps (mayor@twpec.ca) for signature 2024-08-28 - 3:48:50 PM GMT

Email viewed by Tory Deschamps (mayor@twpec.ca) 2024-08-29 - 4:09:04 AM GMT

Document e-signed by Tory Deschamps (mayor@twpec.ca)
Signature Date: 2024-08-29 - 4:09:16 AM GMT - Time Source: server

Document emailed to Rebecca Crich (rcrich@twpec.ca) for signature 2024-08-29 - 4:09:18 AM GMT

Email viewed by Rebecca Crich (rcrich@twpec.ca) 2024-08-29 - 1:05:07 PM GMT

Document e-signed by Rebecca Crich (rcrich@twpec.ca)
Signature Date: 2024-08-29 - 1:05:13 PM GMT - Time Source: server

Agreement completed.
 2024-08-29 - 1:05:13 PM GMT

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made in triplicate this 15 day of September , 2024

BETWEEN: DENIS SIMARD

Hereinafter called the "Owner" of the first part

AND: THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

Hereinafter called the "Township" of the second part

WHEREAS the Owner has applied to the Township in accordance with the Site Plan Control provisions of Bylaw No. 2023-47, to permit the development of the lands described in Schedule "A" attached hereto:

AND WHEREAS the Owner has agreed with the Township to undertake, furnish and perform the works, material, matter and things required to be done, furnished and performed in the manner hereafter described in connection with the proposed use of the land and in conformity with the Zoning Bylaw;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of other good and valuable consideration and the sum of two dollars (\$2.00) of lawful money of Canada now paid by the Owner to the Municipality, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Land to Which this Agreement Applies

This is an agreement made pursuant to the provisions of Section 41 of the Planning Act, RSO 1990. as amended, and applies to the lands described in Schedule "A" to this agreement.

2. Statutes, Bylaws, Licenses, Permits and Regulations

The Owner undertakes and agrees that prior to the commencement of any development, redevelopment, site alteration, construction or other works, the Owner shall obtain all necessary permits and approvals required by the

Government of Canada, the Province of Ontario or any agency thereof, the Township and any other affected agency. The Owner undertakes and agrees to comply with the requirements of all relevant municipal bylaws, provincial and federal statutes and regulations, permits, approvals or licenses in addition to the terms of this agreement.

3. Schedules

The Owner hereby agrees that prior written approval by the Township and/or an amendment to a Schedule shall be required for any departure, change or modification from the Schedules.

The following list of schedules attached hereto are deemed to be and form part of this Agreement:

- 3.1 Schedule "A" -Legal Description of the Land to which this Agreement applies.
- 3.2 Schedule "B" -Site Plan
- 3.4 Schedule "C" -Special Conditions

4. Registration of Agreement and Commencement of Work

The Owner covenants that he/she/they shall not commence any development or site alteration whatsoever until this Agreement is registered on title against the land at the expense of the Owner.

5. Completion Date

The owner agrees to complete the work required under this Agreement within two (2) years of the date of the commencement of works. Notwithstanding, if exceptional circumstances prevent the owner from complying with the requirements, the Township may extend the completion date.

6. Default

In the event the Owner defaults in the performance of an obligation under this agreement or for reasons of public safety as determined by the Chief Building Official under the Building Code Act of Ontario or the Fire Marshall under the Fire Protection & Prevention Act of Ontario, the Township may, at the expense of the Owner, enter upon the lands and do all such matters and things as may be required to comply with any Order of the Chief Building Official or Assistant to the Fire Marshall (local Fire Chief). Such actual costs incurred by the Township plus

an overhead charge of 15%, shall be deemed to be recoverable from the Owner by invoice and may be recovered in like manner as municipal taxes pursuant to the Municipal Act.

7. Facilities and Work to be Provided and Maintained

The Owner covenants and agrees to provide and maintain, at his/her/their sole expense each and every facility, work or other matter illustrated on the Schedules to the satisfaction of the Township, acting in a commercially reasonable manner, and to engage qualified professionals, where required, to design and carry forth any of the work undertaken under this Agreement. This shall include the restoration of any faulty workmanship or materials.

8. Certificate of Compliance

Upon the satisfactory completion of all matters and things to be provided and maintained by the Owner pursuant to this Agreement, the Owner shall be entitled to obtain a Certificate of Compliance from the Township confirming that all provisions of this Agreement have been complied with in full to the date of such Certificate.

9. Notice to Parties

Any Notice by any party to this agreement to another shall be given in writing and mailed or delivered to the Party:

9.1 In the case of the Municipality:

To the Clerk of the Township of Edwardsburgh/Cardinal 18 Centre Street P.O. Box 129 Spencerville, ON KOE 1XO

9.2 In the case of the Owner(s):

Denis Simard 163 Shanly Road P.O. Box 640 Cardinal, ON K0E 1E0

10. Severability

The terms of this agreement are severable, and the unenforceability of any part hereof shall not render the whole unenforceable. No forbearance or failure by the Township to strictly enforce any term or covenant herein shall prevent the Township from insisting upon strict compliance by the Owner subsequent to such forbearance or failure to strictly enforce its terms. The terms of this agreement may not be altered except by a subsequent agreement in writing between the parties.

11. Successors and Assigns

This Agreement shall ensure to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of each of the parties hereto.

12. Force and Effect

This Agreement comes into force after it has been executed by all parties hereto and registered against the title to the lands described in Schedule "A".

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals, corporate parties over the hand(s) of their duly authorized signing officers in that regard.

OWNER/AUTHORIZED AGENT

Denis Simard

Denis Simard (Aug 29, 2024 04:52 EDT)

Owner

I have the authority to bind the corporation.

CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

Tory Deschamps (Sep 15, 2024 18:51 EDT)

Mayor

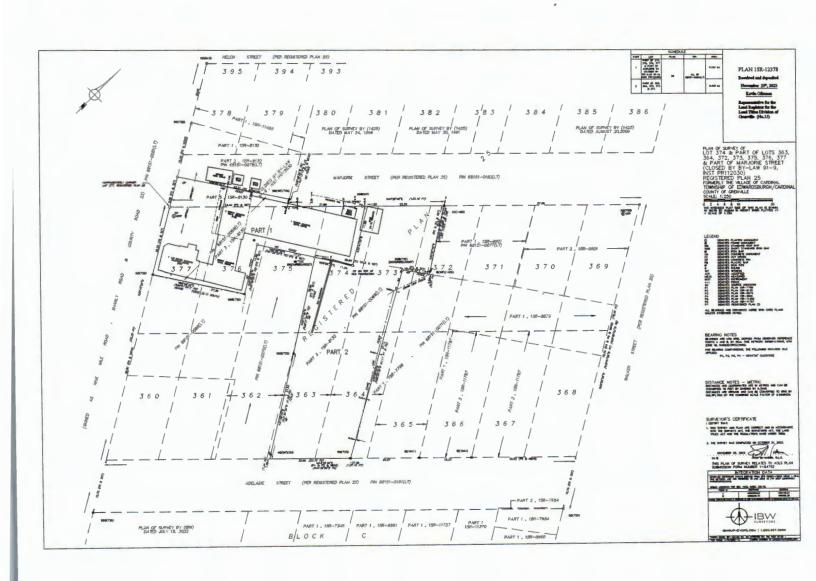
Clerk

We have the authority to bind the corporation.

SITE PLAN CONTROL AGREEMENT BETWEEN DENIS SIMARD AND THE TOWNSHIP OF EDWARDSBURGH CARDINAL

SCHEDULE "A" Site Plan Control Agreement DESCRIPTION OF THE PROPERTY

PART 1 OF 15R-12378 (attached)



SITE PLAN CONTROL AGREEMENT BETWEEN DENIS SIMARD AND THE TOWNSHIP OF EDWARDSBURGH CARDINAL

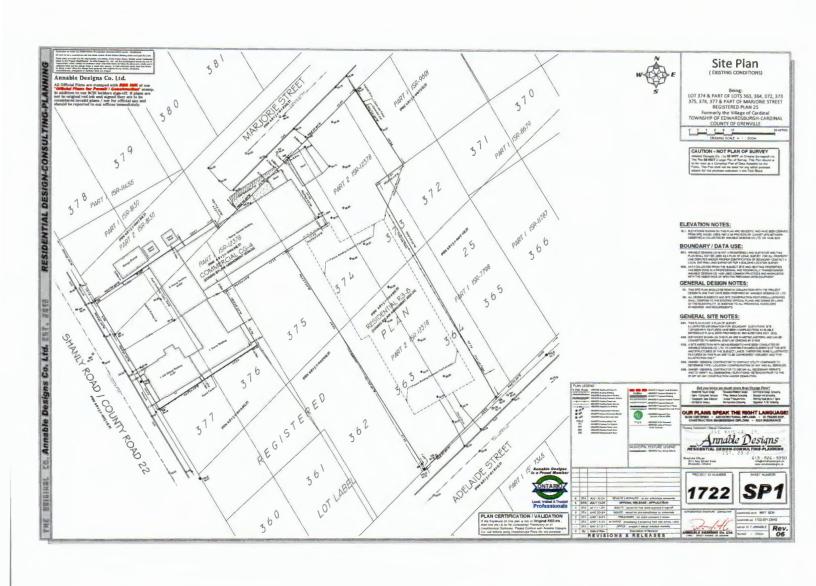
SCHEDULE "B"

Site Plan Control Agreement

SITE PLAN

EXHIBITS: The following Exhibits attached hereto shall form part of this Schedule:

Exhibit 1- SP1 Existing Conditions Exhibit 2- SP3 Site Plan Control





SCHEDULE "C"

Site Plan Control Agreement

SPECIAL CONDITIONS

1. Location of Building Structures and Facilities

Building structures and facilities shall be located as per the Site Plan forming Schedule "B" to this Agreement.

2. Servicing

The property must be serviced by municipal water and sewer services and all water discharge to sanitary and storm sewers must be in accordance with the Township's Sewer Use Bylaw.

3. Site Access & Roads

The site shall be accessed as per the site plan forming Schedule "B" to this agreement. A permit shall be obtained from the road authority prior to the establishment of any new entranceway or any extension or relocation of the existing entranceway.

The parking surface area shall be maintained with a stable hard surface such as concrete or asphalt.

4. Refuse Storage and Disposal

The property shall be maintained in a neat and tidy condition and all refuse shall be deposited in proper containers which are screened from view. The owner shall be responsible for the disposal of refuse from his/her/their property.

5. Snow Removal

Snow removal is the responsibility of the owner.

6. Demolition

A demolition permit shall be obtained from the Township prior to the demolition of any buildings or structures on the property.

As per the Environmental Site Assessment by St. Lawrence Testing, dated November 29, 2022, the floor and ceiling tiles are to be tested for asbestos prior to beginning any demolition work. A designated substance report shall be provided to

SITE PLAN CONTROL AGREEMENT BETWEEN DENIS SIMARD AND THE TOWNSHIP OF EDWARDSBURGH CARDINAL

the Township's Chief Building Official prior to any building or demolition permit being issued.

7. Lighting

Illuminated/lighted signage and lighting shall be designed, installed and maintained to:

- i) Prevent light spill over or glare onto the County road allowance; and
- ii) Prevent light spill over or glare onto the neighbouring residential properties; and
- iii) Prevent light from falling within the vision of motorists in such a manner as to create a traffic hazard; and
- Not diminish or detract from the effectiveness of any traffic signal or similar safety or warning device,

as determined by the Director of Public Works of the United Counties of Leeds and Grenville or his/her designate.

8. Fence and Screening

Fencing shall be installed as shown on the plans forming Schedule "B" to this agreement. Required fencing shall be opaque, with a minimum height of 1.5m to provide screening for adjacent land uses. The fence shall be maintained by the Owner to the satisfaction of the Chief Building Official.

Fencing requirements may be changed without an amendment to this agreement, subject to meeting the provisions of the Township's Zoning Bylaw, and subject to the written approval of the Township's Chief Administrative Officer.

SPC_Agreement 08192024_161-163 Shanly

Final Audit Report 2024-09-16

Created: 2024-08-28

By: Rebecca Crich (rcrich@twpec.ca)

Status: Signed

Transaction ID: CBJCHBCAABAArfTzZMD3MXxcJKWC23dSQCLy4wBUUq8t

"SPC_Agreement 08192024_161-163 Shanly" History

- Document created by Rebecca Crich (rcrich@twpec.ca) 2024-08-28 3:53:12 PM GMT
- Document emailed to Denis Simard (novanunavut@gmail.com) for signature 2024-08-28 3:53:21 PM GMT
- Email viewed by Denis Simard (novanunavut@gmail.com)
 2024-08-28 4:49:26 PM GMT
- Document e-signed by Denis Simard (novanunavut@gmail.com)
 Signature Date: 2024-08-29 8:52:39 AM GMT Time Source: server
- Document emailed to Tory Deschamps (mayor@twpec.ca) for signature 2024-08-29 8:57:41 AM GMT
- Email viewed by Tory Deschamps (mayor@twpec.ca)
 2024-09-15 10:50:49 PM GMT
- Document e-signed by Tory Deschamps (mayor@twpec.ca)
 Signature Date: 2024-09-15 10:51:17 PM GMT Time Source: server
- Document emailed to Rebecca Crich (rcrich@twpec.ca) for signature 2024-09-15 10:51:19 PM GMT
- Email viewed by Rebecca Crich (rcrich@twpec.ca)
 2024-09-16 12:24:44 PM GMT
- Document e-signed by Rebecca Crich (rcrich@twpec.ca)
 Signature Date: 2024-09-16 12:25:08 PM GMT Time Source: server
- Agreement completed.
 2024-09-16 12:25:08 PM GMT



LRO # 15 Application To Register Bylaw

This document has not been submitted and may be incomplete.

In preparation on 2024 09 16 at 11:40 yyyy mm dd Page 1 of 1

Properties

PIN 68151 - 0069 LT

Description LT 374 PL 25 CARDINAL; PT LT 363-364, 372-373, 375-377 PL 25 CARDINAL; PT

MARJORIE ST PL 25 CARDINAL CLOSED BY PR112030, PT 3, 5, 15R8130;

EDWARDSBURGH/CARDINAL

Address 161

163 SHANLY ROAD

CARDINAL

Applicant(s)

This Order/By-law affects the selected PINs.

Name THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH CARDINAL

Acting as a company

Address for Service 18 Centre Street

PO Box 129

Spencerville ON K0E 1X0

This document is being authorized by a municipal corporation Tory Deschamps, Mayor and Rebecca Crich, Clerk.

This document is not authorized under Power of Attorney by this party.

Statements

This application is based on the Municipality By-law See Schedules.

File Number

Applicant Client File Number :

12410

LRO # 15 Notice

In preparation on 2024 09 16 at 11:43

yyyy mm dd

Page 1 of 1

This document has not been submitted and may be incomplete.

Properties

PIN 68151 - 0069 LT

Description LT 374 PL 25 CARDINAL; PT LT 363-364, 372-373, 375-377 PL 25 CARDINAL; PT

MARJORIE ST PL 25 CARDINAL CLOSED BY PR112030, PT 3, 5, 15R8130;

EDWARDSBURGH/CARDINAL

Address 161

163 SHANLY ROAD

CARDINAL

Consideration

Consideration \$2.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH CARDINAL

Acting as a company

Address for Service 18 Centre Street

PO Box 129

Spencerville ON K0E 1X0

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation Tory Deschamps, Mayor and Rebecca Crich, Clerk.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

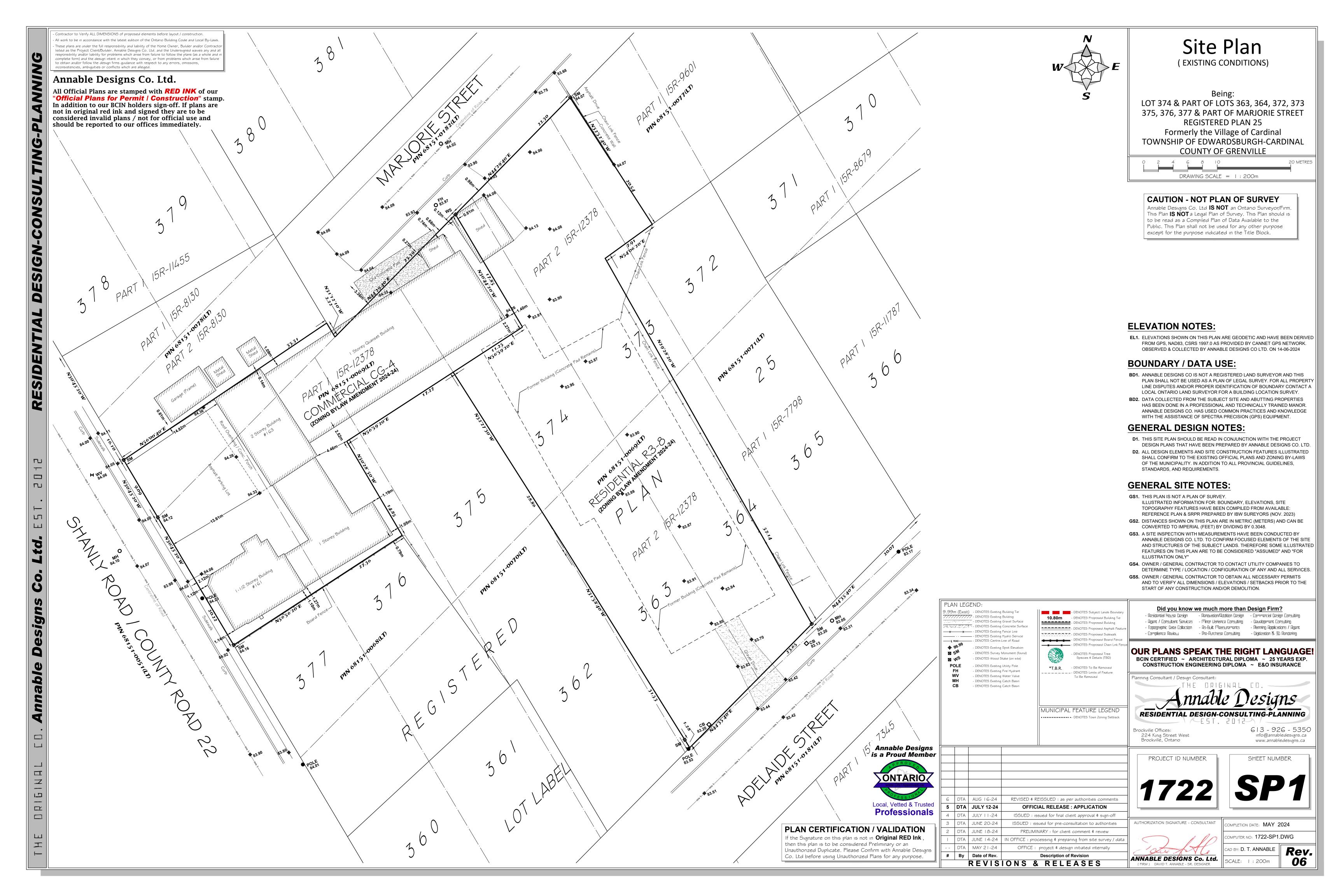
This notice is for an indeterminate period

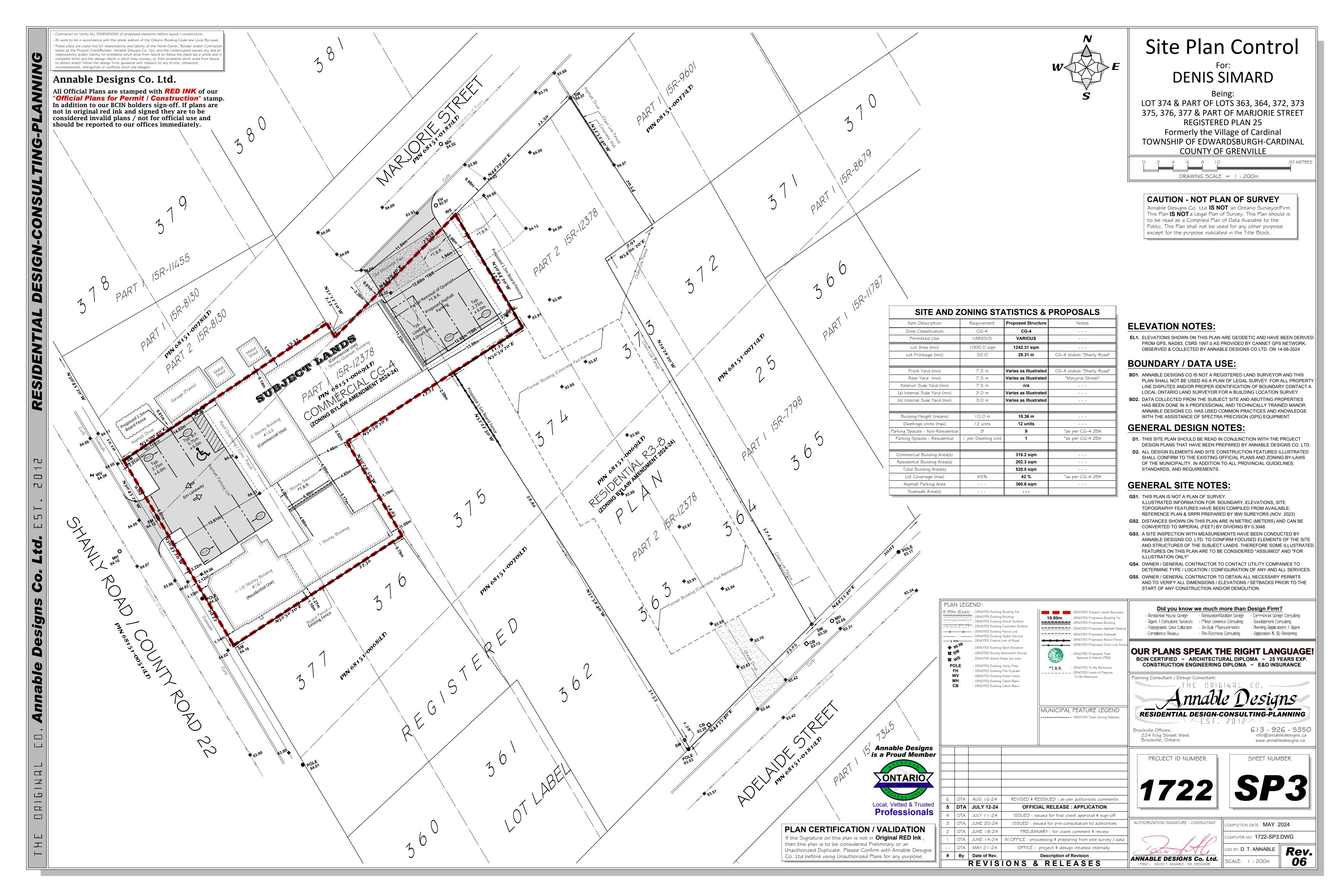
Schedule: See Schedules

File Number

Applicant Client File Number :

12410





ACKNOWLEDGEMENT AND DIRECTION

O:	Warren Leroy			_
	(Insert lawyer's name)			
ND TO:	AULT & AULT			
	(Insert firm name)			_
Ε:	SPC for Bylaw 2024-44 De	enis Simard		("the transaction"
	(Insert brief description of tran	nsaction)		
is will confirm	that:			
	viewed the information set out in the ents"), and that this information is a		ction and in the docume	ents described below
	ent or employee are authorized and n the form attached.	d directed to sign, deliver, and	or register electronical	y, on my/our behalf the
hereto being Society of Or	by authorized and directed to enter a copy of the version of the Docum ntario as the date of the Agreement as been reviewed by me/us and the	nent Registration Agreement, v of Purchase and sale herein.	which appears on the w I/We hereby acknowle	ebsite of the Law
	the Documents has been fully expl d provisions of the Documents to th			rties to and bound by
I/we are in fa	ct the parties named in the Docume	ents and I/we have not misrep	resented our identities	to you.
		, am the spouse of		, the
The D	F ELECTRONIC DOCUMENTS Document(s) described in the Acknowleto as "Document in Preparation" a		e the document(s) selec	cted below which are
☐ A Tra	nsfer of the land described above.			
☐ A Cha	arge of the land described above.			
Other	documents set out in Schedule "B"	attached hereto.		
Dated at	Spencerville ON , this	s day o	of September	, 20 24 .
		THE CORPORATION OF THE	IE TOWNSHIP OF EDWA	ARDSBURGH CARDINAL
		Tory Deschamps (Oct 1, 2024 06:	(4 EDT)	
		Tory Deschamps, Mayor.		
		Rebecca Crich, Clerk.		
		We have authority to bind th		

Acknowledgement and Direction Report Simard SPCA

Final Audit Report 2024-10-01

Created: 2024-09-25

By: Rebecca Crich (rcrich@twpec.ca)

Status: Signed

Transaction ID: CBJCHBCAABAAKGIM3VoRuWI4ygrXjT-jozgUzjq08ETJ

"Acknowledgement and Direction Report Simard SPCA" History

- Document created by Rebecca Crich (rcrich@twpec.ca) 2024-09-25 6:21:15 PM GMT
- Document emailed to Tory Deschamps (mayor@twpec.ca) for signature 2024-09-25 6:21:25 PM GMT
- Email viewed by Tory Deschamps (mayor@twpec.ca) 2024-10-01 10:14:30 AM GMT
- Document e-signed by Tory Deschamps (mayor@twpec.ca)
 Signature Date: 2024-10-01 10:14:55 AM GMT Time Source: server
- Document emailed to Rebecca Crich (rcrich@twpec.ca) for signature 2024-10-01 10:14:56 AM GMT
- Email viewed by Rebecca Crich (rcrich@twpec.ca) 2024-10-01 12:40:02 PM GMT
- Document e-signed by Rebecca Crich (rcrich@twpec.ca)
 Signature Date: 2024-10-01 12:40:13 PM GMT Time Source: server
- Agreement completed.
 2024-10-01 12:40:13 PM GMT

ACKNOWLEDGEMENT AND DIRECTION

D :	Warren Leroy	
	(Insert lawyer's name)	
ID TO:	AULT & AULT	
	(Insert firm name)	
≣:	Bylaw 2024-44 Denis Simard	("the transaction")
	(Insert brief description of transaction)	
s will confirm	that:	
	eviewed the information set out in this Acknowledgement and Direction and in the dents"), and that this information is accurate;	ocuments described below
	pent or employee are authorized and directed to sign, deliver, and/or register electronic to the form attached.	onically, on my/our behalf the
hereto being Society of Or	aby authorized and directed to enter into an escrow closing arrangement substantia a copy of the version of the Document Registration Agreement, which appears on ntario as the date of the Agreement of Purchase and sale herein. I/We hereby ack has been reviewed by me/us and that I/We shall be bound by its terms;	the website of the Law
	f the Documents has been fully explained to me/us, and I/we understand that I/we and provisions of the Documents to the same extent as if I/we had signed them; and	are parties to and bound by
I/we are in fa	act the parties named in the Documents and I/we have not misrepresented our ider	ntities to you.
	, am the spouse of Chargor) , and hereby consent to the transaction described in the Acknowledgment at e my consent on all the Documents for which it is required.	, the and Direction. I authorize
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Acknowledgement and Direction Report - Denis simard bylaw

Final Audit Report 2024-10-01

Created: 2024-09-25

By: Rebecca Crich (rcrich@twpec.ca)

Status: Signed

Transaction ID: CBJCHBCAABAAgyccLXPuRhGXIZ12GrMBc8bO0Q-vGGum

"Acknowledgement and Direction Report - Denis simard bylaw" History

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- Email viewed by Tory Deschamps (mayor@twpec.ca)
 2024-10-01 10:15:14 AM GMT
- Document e-signed by Tory Deschamps (mayor@twpec.ca)
 Signature Date: 2024-10-01 10:15:39 AM GMT Time Source: server
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 2024-10-01 12:40:27 PM GMT
- Document e-signed by Rebecca Crich (rcrich@twpec.ca)
 Signature Date: 2024-10-01 12:40:34 PM GMT Time Source: server
- Agreement completed.
 2024-10-01 12:40:34 PM GMT

ACKNOWLEDGEMENT AND DIRECTION

	(Insert lawyer's n	ame)			
D TO:	AULT & AULT				
	(Insert firm name	e)			
:	Bylaw 2024-44	Denis Simard			("the transaction"
	(Insert brief desc	ription of transaction)			
s will cor	nfirm that:				
	ve reviewed the information ocuments"), and that this info	set out in this Acknowledger ormation is accurate;	nent and Direction	and in the docum	nents described below
	ur agent or employee are a ents in the form attached.	uthorized and directed to sign	, deliver, and/or r	egister electronica	ally, on my/our behalf the
hereto I Society	peing a copy of the version of Ontario as the date of the	cted to enter into an escrow of the Document Registration e Agreement of Purchase and ne/us and that I/We shall be to	Agreement, which sale herein. I/M	h appears on the e hereby acknowl	website of the Law
The effe	ect of the Documents has be	en fully explained to me/us.	and I/we understa		arties to and bound by
		cuments to the same extent a		ed them; and	
the tem	ns and provisions of the Doo	cuments to the same extent a	s if I/we had signe		s to you.
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We have authority to bind the Corporation.

Acknowledgement and Direction Report Denis Simard bylaw

Final Audit Report 2024-10-01

Created: 2024-09-25

By: Rebecca Crich (rcrich@twpec.ca)

Status: Signed

Transaction ID: CBJCHBCAABAA9tMpB4vmFF2sfW_V-zvsicOESOhfpyNw

"Acknowledgement and Direction Report Denis Simard bylaw" History

- Document created by Rebecca Crich (rcrich@twpec.ca) 2024-09-25 5:29:10 PM GMT
- Document emailed to Tory Deschamps (mayor@twpec.ca) for signature 2024-09-25 5:29:16 PM GMT
- Email viewed by Tory Deschamps (mayor@twpec.ca)
 2024-10-01 10:15:58 AM GMT
- Document e-signed by Tory Deschamps (mayor@twpec.ca)
 Signature Date: 2024-10-01 10:16:44 AM GMT Time Source: server
- Document emailed to Rebecca Crich (rcrich@twpec.ca) for signature 2024-10-01 10:16:45 AM GMT
- Email viewed by Rebecca Crich (rcrich@twpec.ca)
 2024-10-01 12:40:38 PM GMT
- Document e-signed by Rebecca Crich (rcrich@twpec.ca)
 Signature Date: 2024-10-01 12:40:46 PM GMT Time Source: server
- Agreement completed. 2024-10-01 - 12:40:46 PM GMT