

**CORPORATION OF THE  
TOWNSHIP OF EDWARDSBURGH/CARDINAL**

**BY-LAW NO. 2015-19**

**"A BY-LAW TO AUTHORIZE THE EXECUTION OF  
A SITE PLAN CONTROL AGREEMENT"**

**WHEREAS:** The Council of the Corporation of the Township of Edwardsburgh/Cardinal deems it advisable to enter into a Site Plan Control Agreement with Bob, Claire & Company Inc. respecting development of a property described as:

Concession 1 Pt Lot 34  
Plan 90 Pt Lot A  
RP 15R9219; Parts 2 to 5  
Geographic Township of Edwardsburgh  
Now Township Edwardsburgh/Cardinal  
County of Grenville  
Property Roll # 070170102010600  
PIN 68155-0630

**AND 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 such agreement;

**NOW THEREFORE:** 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 Bob, Claire & Company Inc.;
2. That a copy of the said agreement is attached hereto as Schedule "A".
3. This by-law comes into effect upon passing.

Read a first and second time in open Council this 23<sup>rd</sup> day of March, 2015.

Read a third and final time, passed, signed and sealed in open Council this 23<sup>rd</sup> day of March, 2015.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

SITE PLAN CONTROL AGREEMENT

This Agreement made in duplicate this 23<sup>rd</sup> day of March, 2015.

**BETWEEN:** BOB, CLAIRE & COMPANY INC.

Hereinafter called the "Owner" of the first part

**AND:** THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

Hereinafter called the "Municipality" of the second part

WHEREAS the Owner has applied to the Municipality in accordance with the Site Plan Control provisions of Bylaw No. 2002-31, to permit the development of the lands described in Schedule "A" attached hereto;

AND WHEREAS the Owner has agreed with the Municipality 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. 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 hereof, the Municipality 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.

**2. Schedules**

The Owner hereby agrees that prior written approval by the Municipality and/ or an amendment to a Schedule shall be required to 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:

2.1 Schedule "A" -Legal Description of the Land to which this Agreement applies.

2.2 Schedule "B" -Site Plan. The Owner agrees to construct the proposed development in conformity in all respects with the specifications and plans set out in the approved plan.

2.3 Schedule "C" -Special Conditions. No buildings, site alteration or works shall be erected on the lands other than those erected in conformity with Schedule "C"

**3. Land to Which This Agreement Applies**

This Agreement is deemed to apply to the lands described in Schedule "A".

**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 one (1) year of the date of the issuance of the building permit. Notwithstanding, if exceptional circumstances prevent the owner from complying with the requirements, the Municipality may extend the completion date.

**6. Default**

In the event of a default or for reasons of public safety, the Municipality may, at the expense of the Owner, enter upon the lands and do all such matters and things as may be required. Such costs, including overhead, 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 Municipality 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 Municipality confirming that all provisions of this Agreement have been complied with in full to the date of such Certificate.

**9. Occupancy**

The Owner covenants and agrees that there shall be no occupancy of any building or structure on the land until the requirements of this Agreement have been complied with and the Municipality has issued an Occupancy Certificate.

**10. 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:

11.1 In the case of the Municipality:  
To the Clerk of the Township of Edwardsburgh/Cardinal  
18 Centre Street

P.O. Box 129  
Spencerville, Ontario  
K0E 1X0

11.2 In the case of the Owner(s):  
Robert Lucy  
211 Empire Hannah Rd  
Cardinal ON  
K0E 1E0

**11. 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 Municipality to strictly enforce any term or covenant herein shall prevent the Municipality 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.

**12. Successors and Assigns**

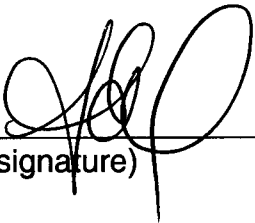
This Agreement shall ensure to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of each of the parties hereto.

**13. Force and Effect**

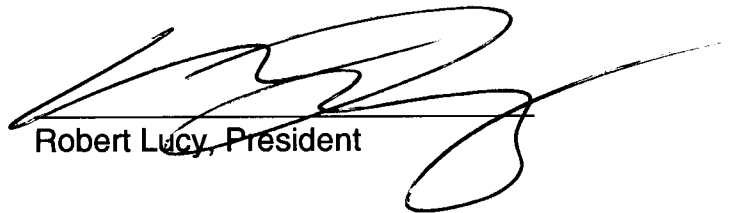
This Agreement comes into force after it has been executed by all parties hereto and registered against the title to the lands described in Schedule "A".

**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.

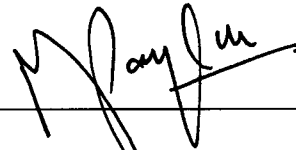
WITNESS

  
(signature)

BOB, CLAIRE & COMPANY INC.

  
Robert Lucy, President

CORPORATION OF THE TOWNSHIP OF  
EDWARDSBURGH/CARDINAL

  
Mayor

  
Clerk

Municipal Seal

## **SCHEDULE "A"**

Legal Description to which this Agreement applies

### **DESCRIPTION OF THE PROPERTY**

Concession 1 Pt Lot 34  
Plan 90 Pt Lot A  
RP 15R9219; Parts 2 to 5  
Geographic Township of Edwardsburgh  
Now Township Edwardsburgh/Cardinal  
County of Grenville  
Property Roll # 070170102010600  
PIN 68155-0630

**SCHEDULE "B"**

**MASSING AND CONCEPTUAL PLAN SITE PLAN**

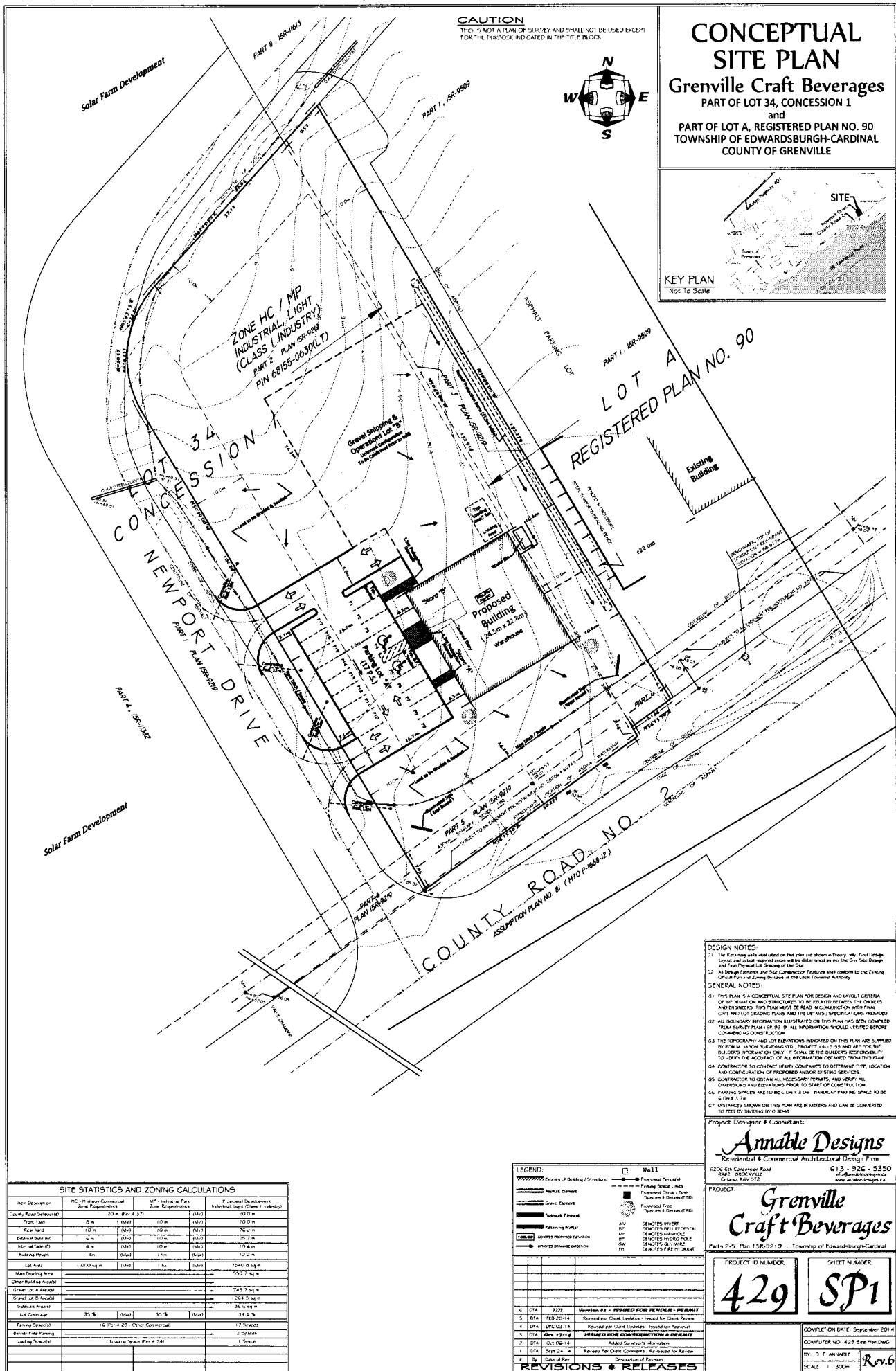
**EXHIBITS:** The following Exhibits attached hereto shall form part of this Schedule:

Exhibit 1 - Site Plan

Exhibit 2- Landscape Plan

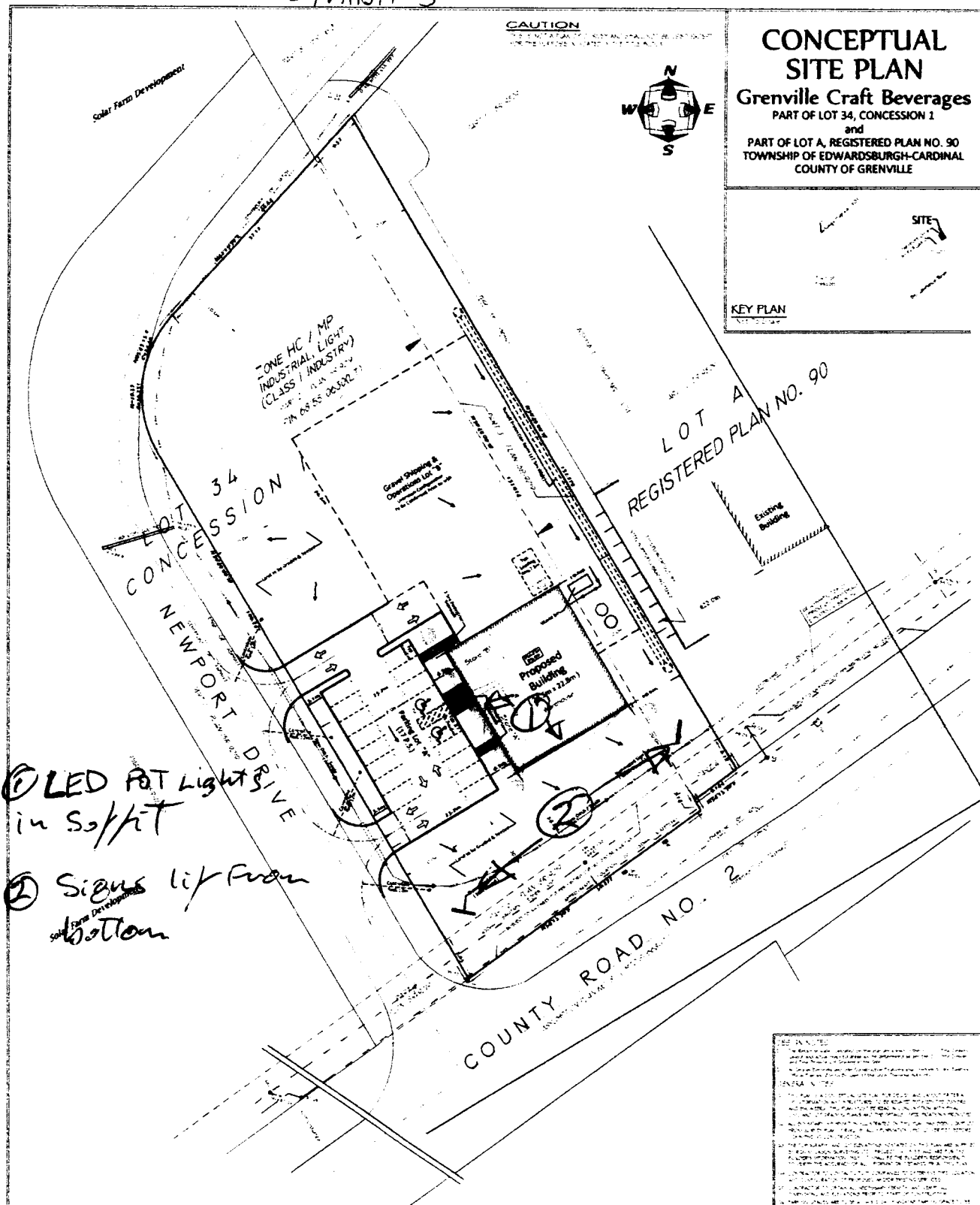
Exhibit 3- Lighting Plan

# Exhibit 1



SITE STATISTICS AND ZONING CALCULATIONS			
Item Description	HC - Heavy Commercial Zone Requirements	MP - Industrial Park Zone Requirements	Proposed Development (Industrial Light Class 1 - Industrial)
Lot Area (sq. ft.)	201,000 (4.27)	201,000	201,000
Front Yard	8 m (26 ft)	10 m (33 ft)	20.0 m
Right of Way	10 m (33 ft)	10 m (33 ft)	76.2 m
External Side Yard	6 m (20 ft)	10 m (33 ft)	25.7 m
Internal Side Yard	6 m (20 ft)	10 m (33 ft)	10.7 m
Building Height	14 m (46 ft)	14 m (46 ft)	12.2 m
Lot Area	1,000 sq. ft.	1 sq.	7540 sq. ft.
Min. Building Area			7540 sq. ft.
Other Building Area			7257 sq. ft.
Gravel Lot Area			11,247 sq. ft.
Gravel Lot Area			26,500 sq. ft.
Lot Coverage	35 % (Max)	35 % (Max)	34.6 %
Parking Spaces	16 (Per 1,000 Other Commercial)	17 Spaces	
Buffer Free Parking		7 Spaces	
Loading Spaces	1 Loading Space (Per 1,000)	1 Space	





## **SCHEDULE "C"**

### **Special Conditions**

1. ACCESS FACILITIES

As per site plan forming Exhibit 1 of Schedule "B".

2. LANDSCAPING

As per site plan Exhibit 2 of Schedule "B"

3. FLOODLIGHTING

As per Exhibit 3 of Schedule "B" with an additional light to be added at the northern most entrance.

4. REFUSE STORAGE AND DISPOSAL

Refuse storage shall be provided by the owner  
The owner shall be responsible for the disposal of refuse from his property.

5. LOCATION OF BUILDING STRUCTURES AND FACILITIES

As per site plan forming Exhibit No.1 of Schedule "B" to this Agreement.

6. ELEVATIONS

As per Building Elevation Plans forming Exhibit No.1 of Schedule "B" to this Agreement.

7. PAVING

As per Exhibit 1 of Schedule "B" with the Parking lot 'A' to be paved by the owner within two (2) years of receiving occupancy permit.

8. WATER AND SEWER SERVICING

Potable water from the Industrial Park Water Distribution System must be used for servicing the building and occupants needs. The Owner shall be responsible for connecting to this system.

The Owner is required to connect to the sanitary sewer system. Provision of an inspection/maintenance manhole is required at the property line at the Owners expense.

A drilled well to be used for processed water only may be installed at the owner's expense on the property in compliance with all regulations of the Ministry of

Environment and the Lanark, Leeds & Grenville District Health Unit. The owner will be solely responsible for the maintenance of any such well, and the Township assumes no responsibility for water testing or potability. This clause will only apply to the property's use as a craft distillery and/or craft brewery. Any future change of use will require capping of the well at the owner's expense and discontinuance of its use unless specific permission is granted by the Township.