

**CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH CARDINAL**

BY-LAW NO. 2022-68

**“BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A SITE PLAN
CONTROL AGREEMENT WITH DONALD JOSEPH MOULTON”**

WHEREAS the Council of the Corporation of the Township of Edwardsburgh Cardinal deems it advisable to enter into a Site Plan Control Agreement with 2788821 Ontario Inc. respecting development of a property described as:

PLAN 40 PT LOT 1 RP 15R9155; PART 1
PIN 68141-0337
TOWNSHIP OF EDWARDSBURGH CARDINAL

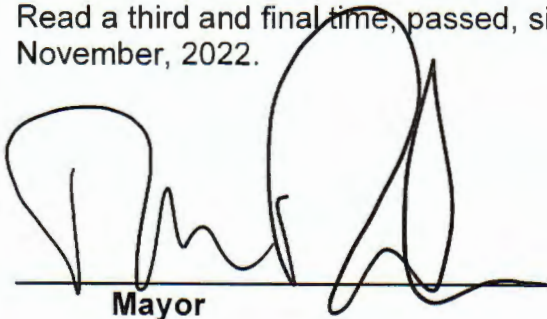
WHEREAS Authority is granted under Section 41 of the Planning Act, RSO 1990, c.P. 13, as amended to the Council of the Corporation of the Township of Edwardsburgh Cardinal to enter into and amend such agreements; and

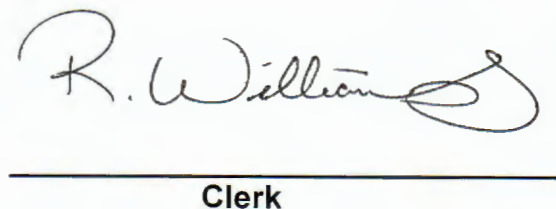
NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute an agreement with Donald Joseph Moulton 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 28 day of November, 2022.

Read a third and final time, passed, signed and sealed in open Council this 28 day of November, 2022.



Mayor

Clerk

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

THIS AGREEMENT made in triplicate this 30 day of November, 2022

BETWEEN: DONALD JOSEPH MOULTON.

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. 2002-31, 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

**SITE PLAN CONTROL AGREEMENT
BETWEEN DONALD JOSEPH MOULTON AND
THE TOWNSHIP OF EDWARDSBUGH CARDINAL**

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.

3.3 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 one (1) year 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

**SITE PLAN CONTROL AGREEMENT
BETWEEN DONALD JOSEPH MOULTON AND
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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 1X0

9.2 In the case of the Owner(s):

Joseph Moulton
PO Box 291
14 Centre Street
Spencerville, ON K0E 1X0

**SITE PLAN CONTROL AGREEMENT
BETWEEN DONALD JOSEPH MOULTON AND
THE TOWNSHIP OF EDWARDSBURGH CARDINAL**

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".

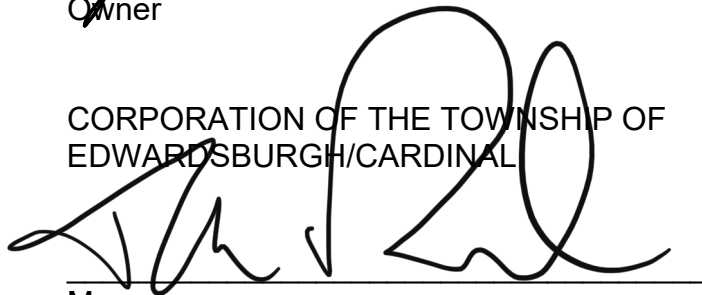
IN WITNESS WHEREOF the Parties have hereunto set their hands and seals, corporate parties over the hand(s) of their duly authorized signing officers in that regard.

OWNER/AUTHORIZED AGENT

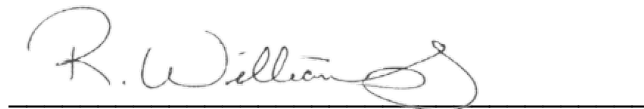


Owner

CORPORATION OF THE TOWNSHIP OF
EDWARDSBURGH/CARDINAL



Mayor



Clerk

**SITE PLAN CONTROL AGREEMENT
BETWEEN DONALD JOSEPH MOULTON AND
THE TOWNSHIP OF EDWARDSBUGH CARDINAL**

SCHEDULE "A"

Site Plan Control Agreement

DESCRIPTION OF THE PROPERTY

PLAN 40 PT LOT 1 RP 15R9155; PART 1

PIN: 68141-0337

**SITE PLAN CONTROL AGREEMENT
BETWEEN DONALD JOSEPH MOULTON AND
THE TOWNSHIP OF EDWARDSBUGH CARDINAL**

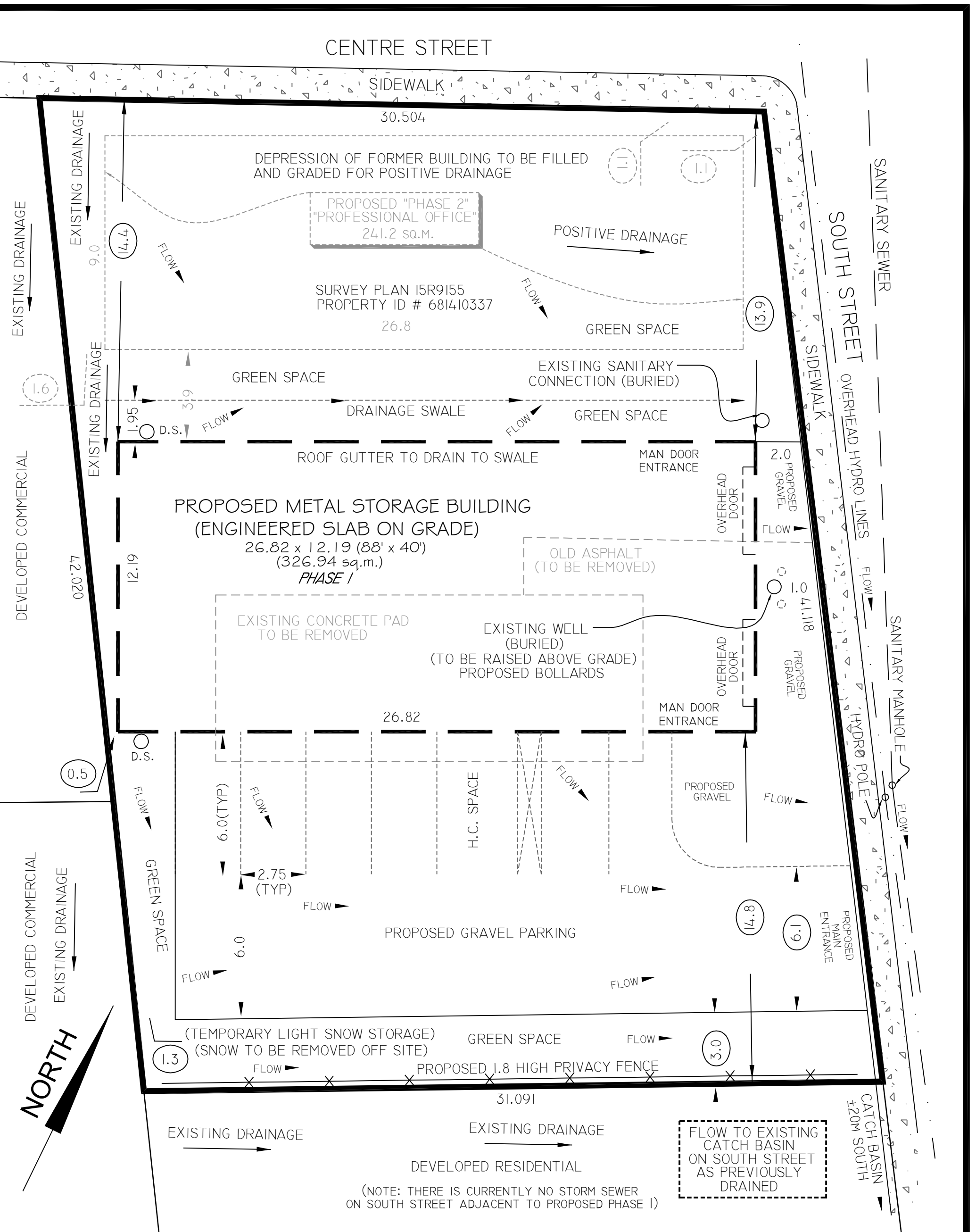
SCHEDULE "B"

Site Plan Control Agreement

SITE PLAN

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

Exhibit 1- General Site Plan



LOT AREA =1271.5 SQ.M.
PROPOSED BUILDING =327.1 SQ.M.
LOT COVERAGE PHASE 1 = 25.7%
PROPOSED BUILDING PHASE 2
=241.2 SQ.M.
LOT COVERAGE PHASE 1 & 2 = 44.7%
D.S. = DOWNSPOUT

NOTE: WASTE REMOVAL WILL BE CURBSIDE PICKUP.
OWNER ACCEPTS RESPONSIBILITY TO REMOVE WASTE.

11 CENTRE STREET, SPENCERVILLE ON
PROPOSING STORAGE BUILDING
AND GRAVEL PARKING

SITE PLAN
PREPARED BY JOE MOULTON
METRIC SCALE 1:150 (@11"x17") REV3

ARN:070170104006400
PT LT 1 S/S CENTRE STREET AND
W OF SOUTH STREET PL 40
AS PROVIDED BY GeoWarehouse

**SITE PLAN CONTROL AGREEMENT
BETWEEN DONALD JOSEPH MOULTON AND
THE TOWNSHIP OF EDWARDSBUGH CARDINAL**

SCHEDULE “C”

Site Plan Control Agreement

SPECIAL CONDITIONS

1. Location of Building Structures and Facilities

Building structures and facilities shall be located as per Site Plan forming Exhibit 1 of Schedule “B” to this Agreement.

The Phase 2 construction shown on this plan shall comply with the Township Zoning Bylaw in place at the time a building permit application is made.

2. Stormwater, Sediment & Erosion Control

Drainage, stormwater, sediment and erosion control shall be managed as per Exhibit 1 of Schedule “B” to this agreement.

An updated grading and drainage plan is required prior to the issuance of a building permit for phase 2 development, to the satisfaction of the Township.

An updated grading and drainage plan is required prior to the issuance of a building permit for phase 2 development, to the satisfaction of the United Counties of Leeds and Grenville.

3. Servicing

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

The private well shall be sited, constructed and maintained in accordance with O.Reg 903 under the *Ontario Water Resources Act*.

4. Site Access & Roads

The site shall be accessed as per the site plan forming Exhibit 1 of Schedule “B”. A permit shall be obtained from the Township for any extension or relocation of the existing entranceway. No additional entranceways shall be established without the consent of the appropriate road authority.

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BETWEEN DONALD JOSEPH MOULTON AND
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A dedication of 2m of land along Centre Street shall be granted to the United Counties of Leeds and Grenville at the owner's expense for the purpose of future road widening prior to the issuance of a building permit for phase 2 development.

5. 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.

6. Snow Removal

Snow removal is the responsibility of the owner.

7. Screening

A 6ft privacy fence shall be installed on the south side of the property to ensure privacy for neighbouring residential uses.

8. Parking

The Owner is required to apply dust suppressant to any gravel parking areas in accordance with the requirements of the Director of Operations and/or Road Superintendent. The proposed gravel parking area may be paved without an amendment to this agreement.

Parking spaces shall be clearly marked and a barrier free space shall be provided in accordance with the Township's Zoning Bylaw.

9. Lighting

All outdoor lighting, including fixtures and signs, shall be designed, installed and maintained to prevent light spill over or glare onto the County or Township Roads and neighbouring residential properties.

Properties

PIN68141 - 0337 LT

DescriptionPT LT 1 S/S CENTRE ST AND W OF SOUTH ST PL 40 PT 1, 15R9155;
EDWARDSBURGH/CARDINAL

Address11 CENTRE STREET
SPENCERVILLE

Consideration

Consideration\$0.00

Applicant(s)

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

NameTHE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL
Acting as a company

Address for Service18 Centre Street, P.O. Box 129, Spencerville, Ontario, K0E
1X0

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

This document is being authorized by a municipal corporation Mayor, Tory Deschamps, CAO, David Grant.

Statements

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

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Amanda Jayne Spink

Box 428, 522 St. Lawrence St.
Winchester
K0C 2K0

acting for
Applicant(s)

Signed 2022 12 08

Tel613-774-2670

Fax613-774-2266

I have the authority to sign and register the document on behalf of the Applicant(s).

File Number

Applicant Client File Number :10994

ACKNOWLEDGEMENT AND DIRECTION

TO: WARREN LEROY
(Insert lawyer's name)

AND TO: AULT & AULT
(Insert firm name)

RE: SPCA - 68141-0337 - MOULTON ("the transaction")
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Ontario as the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, _____, am the spouse of _____, the (Transferor/Chargor) , and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- ☐ A Transfer of the land described above.
- ☐ A Charge of the land described above.
- ☒ Other documents set out in Schedule "B" attached hereto.


Dated at Spencerville, Ontario , this _____ day of December , 2022 .

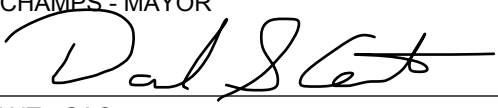
WITNESS

(As to all signatures, if required)

N/A

THE CORPORATION OF THE TOWNSHIP OF
EDWARDSBURGH-CARDINAL

x 
TORY DESCHAMPS - MAYOR

x 
DAVID GRANT - CAO

WE HAVE AUTHORITY TO BIND THE CORPORATION

The applicant(s) hereby applies to the Land Registrar.

Properties

PIN 68141 - 0337 LT
Description PT LT 1 S/S CENTRE ST AND W OF SOUTH ST PL 40 PT 1, 15R9155;
 EDWARDSBURGH/CARDINAL
Address 11 CENTRE STREET
 SPENCERVILLE

Consideration

Consideration \$0.00

Applicant(s)

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Name THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL
Address for Service 18 Centre Street, P.O. Box 129,
 Spencerville, Ontario, K0E 1X0
This document is not authorized under Power of Attorney by this party.
This document is being authorized by a municipal corporation Mayor, Tory Deschamps, CAO, David Grant.

Statements

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This notice is for an indeterminate period
Schedule: See Schedules

Signed By

Amanda Jayne Spink	Box 428, 522 St. Lawrence St. Winchester K0C 2K0	acting for Applicant(s)	Signed	2022 12 08
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Tel 613-774-2670
Fax 613-774-2266
I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

AULT & AULT	Box 428, 522 St. Lawrence St. Winchester K0C 2K0	2022 12 08
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Tel 613-774-2670
Fax 613-774-2266

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$69.00
<i>Total Paid</i>	\$69.00

File Number

Applicant Client File Number : 10994