

CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH CARDINAL
BY-LAW NO. 2026-49

“A BY-LAW TO AUTHORIZE THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH PAMELA ANN SHERRER AND ROY BURTON SHERRER”

WHEREAS the Council of the Corporation of the Township of Edwardsburgh Cardinal is authorized to enter into a development agreement and register it against the title to the land pursuant to section 53 of the Planning Act, R.S.O. 1990; and

WHEREAS the Council of the Corporation of the Township of Edwardsburgh Cardinal recommended in favour of Consent to Sever Application B-69-25 and B-70-25 conditional upon entering into a Development Agreement to the satisfaction of the Township of Edwardsburgh Cardinal; and

WHEREAS the Consent to Sever Application B-69-25 and B-70-25 which has received conditional approval from the United Counties of Leeds and Grenville Consent Granting Authority, being more particularly described in Schedule “A” of the Development Agreement; and

WHEREAS it is deemed expedient to enter into such a development agreement with Pamela Ann Sherrer and Roy Burton Sherrer for development of lands described as the subject lands of severance application B-69-25 and B-70-25 of the United Counties of Leeds and Grenville, PART 2 AND 3 OF PLAN 15R-12628, PART LOT 5, CONCESSION 14, PITTSTON ROAD, TOWNSHIP OF EDWARDSBURGH CARDINAL.

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 the development agreement attached hereto as Schedule “A” and shall form part of this bylaw.
2. That this bylaw shall come into force and take effect on the date of final passing.

Read a first and second time in open Council this 28 day of September, 2026.

Read a third and final time, passed, signed and sealed in open Council this 28 day of September, 2026.



Tory Deschamps (Oct 1, 2026 10:52:35 EDT)

Mayor



Clerk

THE TOWNSHIP OF EDWARDSBUGH CARDINAL DEVELOPMENT AGREEMENT

THIS AGREEMENT, made in triplicate, the 28 day of September 2026.

BETWEEN:

PAMELA ANN SHERRER
AND
ROY BURTON SHERRER
(the "Owner")

-and-

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBUGH CARDINAL
(the "Township")

WHEREAS: The Council of the Corporation of the Township of Edwardsburgh Cardinal deems it advisable under Section 53 of the *Planning Act*, R.S.O. 1990, c. P.13, to enter into a Development Agreement with the property Owner, PAMELA ANN SHERRER AND ROY BURTON SHERRER, respecting the matter of consent application B-69-25 and B-70-25 which has received conditional approval from the United Counties of Leeds and Grenville Consent Granting Authority; being more particularly described in Schedule 'A' attached (the "Lands").

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 Lands and in conformity with Zoning By-law 2022-37.

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, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. LAND TO WHICH THIS AGREEMENT APPLIES

- 1.1. This agreement shall be registered on each of the severed and retained lots on the matter of consent application B-69-25 and B-70-25 which has received conditional approval from the United Counties of Leeds and Grenville Consent Granting Authority
- 1.2. This is an Agreement made pursuant to the provisions of Section 53 of the *Planning Act*, RSO 1990, c. P.13 as amended and applies to the Lands described in Schedule "A" to this Agreement.

2. STATUTES, BYLAWS, LICENSES, PERMITS AND REGULATIONS

- 2.1. 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, the Township and/or any authority having jurisdiction.
- 2.2. The Owner undertakes and agrees to comply with all applicable law including but not limited to the requirements of all relevant municipal by-laws, provincial and federal statutes and regulations, orders, permits, approvals or licenses in addition to the terms of this Agreement.

3. SCHEDULES

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

Schedule "A" - Legal Description of the Subject Lands

Schedule "B" - Special Conditions

- 3.2. The originals of the documents listed in the above schedules, together with any amendments thereto, shall be kept on file in the offices of the Township and the offices of the United Counties of Leeds and Grenville and in the event of any dispute, the originals shall govern.

4. DEFAULT

- 4.1. 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*, 1992 S.O. 1992, c. 23 or the Fire Marshall under the *Fire Protection & Prevention Act*, 1997 S.O. 1997, c.4, the Township may, at the expense of the Owner, enter upon the Lands and complete all works as are in default, or do all such matters and things as may be required to comply with any Order of the Chief Building Official or Fire Marshall.
- 4.2. Such actual costs incurred by the Township plus an overhead charge of 15%, shall be deemed to be recoverable from the Owner. Any costs incurred by the Township pursuant to this clause shall be paid by the Owner within thirty (30) days of the mailing of an invoice by the Township. Any costs referred to in this clause may be recovered by the Township in like manner as municipal taxes pursuant to the provisions of Section 446(3) of the *Municipal Act*, 2001, S.O. 2001, s. 25, as amended.

5. NOTICE TO PARTIES

- 5.1. Any notice, report, direction, request or other documentation required or permitted to be given to either party hereto shall be in writing and shall be given by personal service, telecopier, by email or by envelope, to be addressed as follows:

In the case of the Municipality:

TOWNSHIP OF EDWARDSBURGH CARDINAL

Attention: Township Clerk
18 Centre Street
P.O. Box 129
Spencerville, ON K0E 1X0

In the case of the Owner(s):

PAMELA ANN SHERRER AND ROY BURTON SHERRER

1408 Pittston Road
Spencerville ON, K0E 1X0

- 5.2. Any party may by notice in writing, advise the other parties hereto, of a new address for notice, which shall then be used by the party to whom it is addressed
- 5.3. Any notice, report, direction, request or other document delivered personally or by facsimile, in accordance herewith shall be deemed to have been received by and given to the addressee on the day of delivery or transmission. Any notice, report, direction, request or other document mailed as aforesaid shall be deemed to have been received by and given to the addressee on the third (3rd) business day following the date of mailing, provided that for such purposes no day during which there shall be a strike or other occurrence which shall interfere with normal mail service shall be considered a business day.

6. SUCCESSORS AND ASSIGNS

- 6.1. This Agreement shall inure hereto and their respective heirs, executors, administrators, successors and assigns, and all covenants and Agreements herein contained, assumed by, or imposed upon the Owners are deemed to be covenants which run with and bind the lands and every part thereof. All covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context or the party or the parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

7. COUNTERPARTS

7.1. This Agreement may be executed in several counterparts, each of which when executed by the parties hereto shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. This Agreement or any counterpart may be signed by electronic means and will bind any such party the same way as the party's handwritten signature. The execution of this Agreement will not become effective until all counterparts hereof, as the case may be, have been executed and delivered to one another by all parties hereto.

8. FORCE AND EFFECT

8.1. This Agreement comes into force once it has been executed by all parties hereto.

-----SIGNATURE PAGE FOLLOWS-----

DEVELOPMENT AGREEMENT
CONSENT APPLICATION B-69-25 & B-70-25

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.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

OWNER

PAMELA ANN SHERRER


Owner

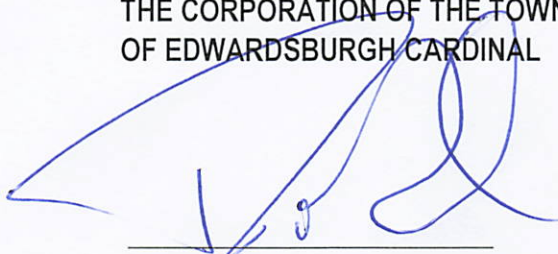
ROY BURTON SHERRER


Owner

I/We are the registered owners of the property.

TOWNSHIP

THE CORPORATION OF THE TOWNSHIP
OF EDWARDSBURGH CARDINAL


Mayor


Clerk

I/We have authority to bind the Corporation.

DATED AT Spencerville, ON this 28 day of September, 2026

SCHEDULE "A"

DESCRIPTION OF THE PROPERTY

PART LOT14, CONCESSION 5
EDWARDSBURGH AS IN PR17412,
LYING SOUTH OF PITTSTON ROAD, EDWARDSBURGH CARDINAL
BEING ALL OF PIN 68146-0139

SCHEDULE "A"
SPECIAL CONDITIONS

1. ENVIRONMENTAL AND NATURAL HERITAGE

- 1.1. The Owner hereby acknowledges that the lands described in Schedule "A" to this Agreement are the subject to the professional recommendations and matters of the Environmental Assessment Memo Report, prepared by BCH Environmental Consulting Inc, dated June 4, 2025 which was completed in order to assess natural heritage features on and surrounding the subject parcels of land.
- 1.2. To protect breeding birds, no tree or shrub removal should occur between March 31st and August 31st, unless a breeding bird survey is completed by a qualified biologist within five (5) days of the woody vegetation removal and identifies no nesting activity.
- 1.3. To prevent impacts to bats, no clearing of trees greater than 10 cm on-site should take place between March 15th and November 30th (inclusive) without a qualified biologist first confirming the absence of bats (i.e., open work timing window from December 1st to March 14th). If tree clearing is conducted between December 1st to March 14th, no interactions with bats are anticipated, and therefore, significant negative impacts to SAR bats would be avoided.
- 1.4. Construction staff is to be made aware of the characteristics of species at risk and in event that any Species at Risk (SAR) are encountered during site clearing, work in the area will be stopped immediately. Measures will be undertaken to ensure the animal is not harmed and the project biologist and the Ministry of the Environment, Conservation and Parks contacted to discuss how to proceed.
- 1.5. The hydrology and quality of the wetland/ watercourse should not be impacted and maintained.
- 1.6. All lands within 30 metres of the wetland/ watercourse are to be maintained in a natural vegetated state.
- 1.7. All development is to be limited to the building envelopes.
- 1.8. The extent of any vegetation removal is to be minimized where possible and limited to the identified building envelopes.
- 1.9. The building envelopes are large enough to accommodate the proposed developments (dwelling, accessory buildings, well and septic).
- 1.10. All rules governing septic systems and well must be followed and be kept in good operational order
- 1.11. There will be no use of herbicides in clearing vegetation.
- 1.12. Municipal by-laws and provincial regulations for noise will be followed.

2. MINIMUM DISTANCE SEPARATION (MDS)

- 2.1. That the Owner be advised that the subject parcel of land is located in the rural area and may be adjacent to existing or future agricultural and agricultural diverse uses. Any new residential development on the severed land shall be outside of the required calculated Minimum Distance Separation (MDS) setback from any neighbouring livestock facility or manure storage and all other applicable requirements at the time of building permit issuance.

3. RURAL AREA AND USES

- 3.1. That the Owner be advised that the subject parcel of land is located in the rural area and may be in proximity to active or future agricultural operations and may experience odours, sounds and vehicle traffic associated with the standard operation of agricultural uses.

4. BUILDING PERMIT

- 4.1. The Owner be advised that a building permit may be required prior to the erection of any building or structure on the subject property.
- 4.2. The Owner be advised that all structures and uses are subject to the requirements of the Zoning By-Law, regardless of a building permit being required.
- 4.3. The Owner be advised that additional outside agency approvals may be required as part of a building permit application (ie, South Nation Development Permit, CNR agreement, MTO development permits). The owner is advised to consult with local Building Department to determine what additional approvals will be required.

5. PRIVATE ON-SITE SERVICES

- 5.1. The site is located in the rural area of the Municipality. Any future services on the site will be private on-site water (well) and on-site sewage disposal system.
- 5.2. The Owner is responsible for maintaining any private on-site servicing in good working order.
- 5.3. The Township is not liable to extend municipal services if an on-site water source and/ or on-site sewage disposal service fails.

6. SENSITIVE LAND USES

- 6.1. The Owner be advised that the retained lot is partially located within the 500-metre area of influence from lands zoned Waste Disposal to the south and that any future development comply with zoning by-law requirements.

7. NEW OR ALTERED ENTRANCES

- 7.1. That the Owner be advised that any new or altered entrances (road access), requires an entrance permit from the Township of Edwardsburgh Cardinal, prior to the commencement of any work.

8. CONSERVATION AUTHORITY

- 8.1. The Owner be advised that the subject property is adjacent to a watercourse (South Nation River, South Branch) and is subject to the policies and regulations of the South Nation Conservation Authority.
- 8.2. The Owner be advised that development or site alteration proposed within 30 metres of a watercourse may be subject to a Development Permit issued by the conservation authority.
- 8.3. That the Owner be advised that the Township and the South Nation Conservation Authority, encourages the preservation and enhancement of existing natural vegetation on the site and limit the removal of any natural vegetation to any proposed developable area.

9. ARCHAEOLOGICAL

- 9.1. The Owner hereby acknowledges that the lands described in Schedule "A" to this Agreement are the subject to the professional recommendations and matters of the Stage 1 and 2 Archaeological Assessment, prepared by Past Recovery, Archaeological Services Inc, dated July 30th, 2026 (PIF NO. P340-0202-2026) which was completed in order to assess archaeology on the subject sites.
- 9.2. The Owner be advised that the subject sites are cleared of archaeological potential only between Pittston Road and the water course. Any development proposed south of the watercourse will require the completion of Archeological Assessment beginning with a Stage 1 Assessment. Future assessments shall be undertaken by a licensed consultant archaeologist, in compliance with Standards and Guidelines for Consultant Archaeologists (MCM 2011).
- 9.3. In the event that deeply buried or previously undiscovered archaeological deposits are discovered in the course of development or site alteration, the Owner shall ensure that all work must immediately cease and the site must be secured. The Cultural Program Branch of the Ministry of Tourism, Culture and Sport (416-314-7132) and the Township's Building Department (613-658-3055) must be immediately contacted.
- 9.4. In the event that human remains are encountered, the Owner shall ensure that all work must immediately cease, and the site must be secured. The Grenville County Ontario Provincial Police (613-925-4221), the Registrar of Cemeteries Regulation Section of the Ontario Ministry of Consumer Business Services (416-326-8404), the Cultural Program Branch of the Ministry of Tourism, Culture and Sport (416-314-7132), and the Township's Building Department (613-658-3055) must be immediately contacted.

Township of Edwardsburgh/Cardinal
P.O. Box 129
Spencerville, ON K0E 1X0

Dev. Agreement

GENERAL RECEIPT

Pamela & Roy Sherrer

130213-010

General Receipt #: 260240-001

CTR

Receipt Date: 9/8/2026

Receipt Amount: **1,000.00**

One Thousand Dollars and Zero Cents

General Receipt Items	Amount
Severance Review Fee	1,000.00
TOTAL:	1,000.00

Paid By Cheque

1,000.00 Ref: 037

Jessica Crawford
Treasurer

Township of Edwardsburgh/Cardinal
P.O. Box 129
Spencerville, ON K0E 1X0

GENERAL RECEIPT

Pamela & Roy Sherrer

130213-010

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TOTAL:	1,000.00

Paid By Cheque

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Jessica Crawford
Treasurer

2026-49 Development Agreement - Pamela and Roy Sherrer

Final Audit Report

2026-10-01

Created:	2026-09-29
By:	Laura Stanzel (lstanzel@twpec.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAur71cwoxsubwGWSfNIFNrs_0v_0kTLrK

"2026-49 Development Agreement - Pamela and Roy Sherrer" History

-  Document created by Laura Stanzel (lstanzel@twpec.ca)
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-  Agreement completed.
2026-10-01 - 2:59:05 PM GMT