

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

BY-LAW NO. 2018-24

**“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 2616316 Ontario Inc. (Kevin Lucey) respecting development of a property described as:

29 Newport Dr., Johnstown
Lot B & C Registered Plan No. 90
15R-11904 Part No. 1 & 2
Geographic Township of Edwardsburgh
Now Township of Edwardsburgh/Cardinal
County of Grenville

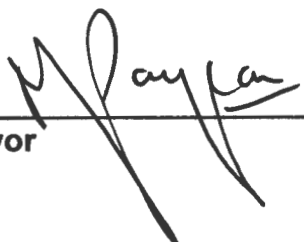
AND WHEREAS: Authority is granted under Section 41 of the Planning Act, RSO 1990, c.P. 13, as amended to the Council of the Corporation of the Township of Edwardsburgh/Cardinal to enter into such agreement;

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 2616316 Ontario Inc. (Kevin Lucey) and that a signed copy of said agreement is attached hereto as Schedule “A”.
2. This by-law comes into effect upon passing.

Read a first and second time in open Council this 23rd day of April, 2018.

Read a third and final time, passed, signed and sealed in open Council this 23rd day of April, 2018.



Mayor



Deputy Clerk

SITE PLAN CONTROL AGREEMENT

This Agreement made in duplicate this 8 day of MAY, 2018.

BETWEEN: 2616316 ONTARIO INC. (Kevin Lucey)

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 thereof, 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 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:

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

2.2 Schedule "B" -Site Plan.

2.3 Schedule "C" -Special Conditions.

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):

2616316 ONTARIO INC.
C/O Kevin Lucey
29 Newport Dr.
Johnstown, ON
K0E 1T1

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)

OWNER



2646316 ONTARIO INC.
C/O Kevin Lucey

CORPORATION OF THE TOWNSHIP OF
EDWARDSBURGH/CARDINAL



Mayor



Clerk

Municipal Seal

SCHEDULE "A"
Site Plan Control Agreement

TO AGREEMENT EXECUTED THE 8 day of MAY, 2018.

BETWEEN: 2616316 ONTARIO INC.

AND: THE CORPORATION OF THE TOWNSHIP OF
EDWARDSBURGH/CARDINAL

DESCRIPTION OF THE PROPERTY

29 Newport Dr, Johnstown
Lot B&C Registered Plan No. 90
15R-11904 Part No. 1 & 2
Geographic Township of Edwardsburgh
Now Township of Edwardsburgh/Cardinal
County of Grenville

SCHEDULE "B"
Site Plan Control Agreement

TO AGREEMENT EXECUTED THE 8 DAY OF MAY, 2012

CONCEPTUAL PLAN SITE PLAN

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

Exhibit 1 - Site Plan

SCHEDULE "C"
Special conditions

1. ACCESS FACILITIES

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

2. LANDSCAPING

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

3. FLOODLIGHTING

Building illumination to be as per the requirements of the Chief Building Official. Access illumination requirements to be reviewed after facility has been in operation for one full year.

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. PAVING

Access driveway and parking area to remain gravel. Owner is required to apply dust suppressant in accordance with the requirements of the Director of Operations and/or Road Superintendent to ensure no negative impacts to neighbouring properties.

7. SITE DRAINAGE

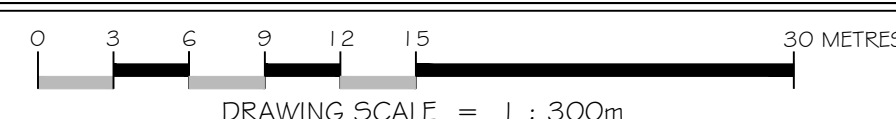
Grading and drainage will conform to the site plan forming Exhibit No. 1 of Schedule "B" to this Agreement. The Runoff Protection Berm is to be constructed to ensure no water shedding to the neighbouring property occurs. The berm is to be constructed at a minimum of 2/1 slope and final length to the satisfaction of the Director of Operations. If there is any erosion or other degradation at the outlet area from the Runoff Protection Berm, in the sole estimation of the Director of Operations, further drainage works shall be constructed to his/her satisfaction at the owner's expense.

Annable Designs IS NOT a Survey Firm. This IS NOT a Plan of Survey.
This Plan should be read as a Compiled Plan of Data Available
to the Public. This Plan shall not be used for any other purpose except
for the purpose indicated in the Title Block.

For:
North Channel Supply
29 NEWPORT DRIVE
Being:
PART OF LOTS B & C
REGISTERED PLAN NO. 90
Geographic Township of Edwardsburgh
TOWNSHIP OF EDWARDSBURGH/CARDINAL
COUNTY OF GRENVILLE



KEY PLAN
Not To Scale



CAUTION
Annable Designs IS NOT a Survey Firm. This IS NOT a Plan of Survey.
This Plan should be read as a Compiled Plan of Data Available
to the Public. This Plan shall not be used for any other purpose except
for the purpose indicated in the Title Block.

2018

Site Plan Proposal
For:
North Channel Supply
29 NEWPORT DRIVE
Being:
PART OF LOTS B & C
REGISTERED PLAN NO. 90
Geographic Township of Edwardsburgh
TOWNSHIP OF EDWARDSBURGH/CARDINAL
COUNTY OF GRENVILLE

KEY PLAN
Not To Scale

0 3 6 9 12 15 30 METRES
DRAWING SCALE = 1 : 300m

DESIGN NOTES:
D1. This Site Plan should be read in conjunction with Architectural Plans that have been prepared by Annable Designs for this Property.
D2. All Design Elements and Site Construction Features shall conform to the Existing Official Plan and Zoning By-Laws of the Local Township Authority.

GENERAL NOTES:
G1. This is not a Plan of Survey. Plan information for Boundary, Elevations, and Site Features have been compiled from Reference Plan, 15R-11904 prepared by Ron M. Jason Surveying, File #18-10-03 dated February 7, 2018.
G2. Measurements have been conducted by Annable Designs to confirm only certain areas of the Exterior Features and Structures of this property. Some Features are to be assumed "Approximate" or "For Illustration Only".
G3. Distances shown on this Plan are in METERS and can be converted to Feet by Dividing by 0.3048.
G4. Contractor to contact utility companies to determine Type, Location and Configuration of Any and All Services.
G5. Contractor to obtain all necessary permits and to verify all dimensions and elevations prior to start of construction.
G6. Contour lines and Elevation shown on this plan were supplied to Land Owner from Township Records. They should be considered Approximate and Confirmed prior to Construction as needed.
G7. Parking Spaces (TYP) to be 6.0m x 3.0m. Handicap Parking to be 6.0m x 3.7m. Unless otherwise specified in the Township By-Laws.

REVISIONS & RELEASES

#	By	Date of Rev.	Description of Revision
3	DTA	APR 12-18	ISSUED FOR SITE PLAN CONTROL
2	DTA	APR 05-18	Revised per Comments Received - Reissued
1	DTA	MAR 15-18	ISSUED FOR SITE PLAN CONTROL
---	DTA	MAR 15-18	Revised & Issued for Final Client Approval

PLAN LEGEND:

- 10.80m - DENOTES Proposed Building Tie
- - - - - DENOTES Proposed Building
- - - - - DENOTES Proposed Parking
- - - - - DENOTES Gravel Element
- DENOTES Proposed Drainage Direction
- - - - - DENOTES Proposed Fencing
- - - - - DENOTES Proposed Parking
- - - - - DENOTES Strip / Bush Species & Details (T20)
- - - - - DENOTES Tree Species & Details (T20)

SITE STATISTICS AND ZONING CALCULATIONS

Item Description	HC - Highway Commercial Zone Requirements	MP - Industrial Park Zone Requirements	Proposed Development	Notes
Lot Area	1,000 sq.m. MIN	1 ha MIN	8920.8 sq.m.	---
County Road Setback(s)	20 m (Per 4.37)	20.0 m	20.0 m	---
Front Yard	8 m MIN	10 m MIN	20.0 m	---
Rear Yard	10 m MIN	10 m MIN	98.1 m	---
Internal Side (W)	6 m MIN	10 m MIN	10.0 m	---
Internal Side (E)	6 m MIN	10 m MIN	19.3 m	---
Building Height	14 m MAX	15 m MAX	±8.0 m	---
Building Area			929.0 sq.m.	---
Gravel Area(s)			2774.3 sq.m.	(Not Included in Coverage)
Sidewalk Area(s)			24.8 sq.m.	(Not Included in Coverage)
Lot Coverage	35 % MAX	35 % MAX	10 %	---

SITE STATISTICS AND ZONING CALCULATIONS				
Item Description	HC - Highway Commercial Zone Requirements	MP - Industrial Park Zone Requirements	Proposed Development Industrial, Light	Notes
Lot Area	1,000 sq.m. MIN	1 ha MIN	8920.8 sq.m.	---
County Road Setback(s)	20 m (Per 4.37)		20.0 m	---
Front Yard	8 m MIN	10 m MIN	20.0 m	---
Rear Yard	10 m MIN	10 m MIN	96.1 m	---
Internal Side (W)	6 m MIN	10 m MIN	10.0 m	---
Internal Side (E)	6 m MIN	10 m MIN	19.3 m	---
Building Height	14 m MAX	15 m MAX	±8.0 m	---
Building Area			929.0 sq.m.	---
Gravel Area(s)			2774.3 sq.m.	(Not Included in Coverage)
Sidewalk Area(s)			24.8 sq.m.	(Not Included in Coverage)
Lot Coverage	35 % MAX	35 % MAX	10 %	---
Parking Space(s)	9 (Per 4.29 - Other Commercial)		9 Spaces (In Total)	---
Barrier Free Parking			1 Space	---
Loading Space(s)	1 Loading Space (Per 4.24)		1 Space	---

ACKNOWLEDGEMENT AND DIRECTION

TO: Stephen Ault
(Insert lawyer's name)

AND TO: AULT & AULT
(Insert firm name)

RE: Site Control By-Law 2018-24 ("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 Upper Canada 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, this 22 day of May, 2018.

WITNESS

(As to all signatures, if required)

[Signature]

THE CORPORATION OF THE TOWNSHIP OF
EDWARDSBURGH/CARDINAL

[Signature: Pat Saye]
PATRICK SAYEAU, MAYOR

[Signature: Debra McKinstry]
DEBRA MCKINSTRY, CAO

WE HAVE AUTHORITY TO BIND THE CORPORATION

Properties

PIN 68155 - 0879 LT
Description PT LTS B & C PLAN 90 EDWARDSBURGH BEING PARTS 1 & 2 ON PLAN 15R-11904
S/T AN EASEMENT OVER PART 2 ON PLAN 15R-11904 AS IN PR28293; TOWNSHIP
OF EDWARDSBURGH/CARDINAL
Address 29 NEWPORT DRIVE
PRESCOTT

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
Spencerville, ON
K0E 1X0

This document is being authorized by a municipal corporation Patrick Sayeau, Mayor and Debra McKinstry, CAO.

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

Statements

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

Properties

PIN68155 - 0879 LT

DescriptionPT LTS B & C PLAN 90 EDWARDSBURGH BEING PARTS 1 & 2 ON PLAN 15R-11904
S/T AN EASEMENT OVER PART 2 ON PLAN 15R-11904 AS IN PR28293; TOWNSHIP
OF EDWARDSBURGH/CARDINAL

Address29 NEWPORT DRIVE
PRESCOTT

Applicant(s)

This Order/By-law affects the selected PINs.

NameTHE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

Address for Service18 Centre Street
Spencerville, ON
K0E
1X0

This document is being authorized by a municipal corporation Patrick Sayeau, Mayor and Debra McKinstry, CAO.
This document is not authorized under Power of Attorney by this party.

Statements

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

Signed By

Carolyn Marie Hedge

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

acting for
Applicant(s)

Signed 2018 05 22

Tel613-774-2670

Fax613-774-2266

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

2018 05 22

Tel613-774-2670

Fax613-774-2266

Fees/Taxes/Payment

Statutory Registration Fee\$63.65

Total Paid\$63.65