

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

THIS AGREEMENT made in triplicate this ____ day of _____, 2024

BETWEEN: TIMOTHY ROBERT MARKUS

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

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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, Grading and Drainage Plan by Eastern Engineering

3.3 Schedule "C" -Stormwater Management Report, by Eastern Engineering

3.4 Schedule "D" -Environmental Impact Study, by BCH Environmental Consulting

3.5 Schedule "F" -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

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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 1X0

9.2 In the case of the Owner(s):

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Tim Markus
15 Riverview Cresent
Johnstown ON K0E 1T1

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
I have the authority to bind the corporation

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CORPORATION OF THE TOWNSHIP OF
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Mayor

Clerk

We have the authority to bind the corporation.

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SCHEDULE "A"

Site Plan Control Agreement

DESCRIPTION OF THE PROPERTY

PT LT 7 CON 2 EDWARDSBURGH AS IN PR31919; EDWARDSBURGH/CARDINAL

PIN: 68149 0210

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SCHEDULE "B"

Site Plan Control Agreement

SITE PLAN, GRADING AND DRAINAGE PLAN

Prepared by Eastern Engineering, dated March 8, 2024

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SCHEDULE “C”

Site Plan Control Agreement

STORMWATER MANAGEMENT

Prepared by Eastern Engineering, dated October 5, 2023

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SCHEDULE “D”

Site Plan Control Agreement

ENVIRONMENTAL IMPACT STUDY

Prepared by BCH Environmental Consulting, dated November 10, 2023

SCHEDULE “E”

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.

Notwithstanding the above requirement and the building location shown on the plan and drawing forming Schedule “B”, the new building at the entrance to the site must comply with the required front yard setback in the Township’s Zoning Bylaw 2022-37, as amended.

At the discretion of the Chief Building Official, a soil analysis and recommendation from a qualified professional for requirements to support the proposed structures may be required prior to any building permits being issued.

2. Stormwater Management

Stormwater shall be managed as per the Stormwater Management Plan by Kollaard Associates, forming Schedule “C” to this agreement.

Any changes to the existing proposal, including paving, may require an update to the Stormwater Management Plan.

3. Sediment and Erosion Control

Sediment and erosion control shall be managed as per the professional recommendations provided within the schedules of this agreement.

4. Sediment and Erosion Control

Potential impacts to the natural heritage features on the site shall be mitigated as per the professional recommendations within the Environmental Impact Assessment forming Schedule “D” to this agreement.

5. Entranceway

The site shall be accessed as per the site plan forming Schedule “B” and as per the entranceway permits issued by the United Counties of Leeds and Grenville. No

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additional entranceways shall be established without the consent of the appropriate road authority.

6. 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.

7. Snow Removal

Snow removal is the responsibility of the owner.

8. Signage

Prior to the installation of any signage visible from County Road 22, the applicant shall obtain the necessary approval from the United Counties of Leeds and Grenville. Digital/LED signage is not permitted.

9. Lighting

All outdoor lighting, including fixtures and signs, shall be designed, installed and maintained to prevent light spill over or glare onto the Township and County Road allowances and neighbouring residential properties as determined by the Director of Public Works of the United Counties of Leeds and Grenville or his/her designate.