



AGENDA
SPECIAL MEETING OF MUNICIPAL COUNCIL

Thursday, October 16, 2025, 5:00 PM
Corporation of The Township of Edwardsburgh Cardinal
Council Chambers, Spencerville Ontario

- 1. Call to Order**
- 2. Approval of Agenda**
- 3. Disclosure of Pecuniary Interest or Conflict of Interest & the General Nature Thereof**
- 4. Action and Information Items from Committees**
 - a. Site Plan Control Agreement SPC - 2025-002 - Skyview BESS Project - 114 and 206 Dobbie Road
- 5. By-laws**
 - a. Bylaw to Authorize Site Plan Control Agreement SPC -2025-002 - Skyview BESS Project - 206 Dobbie Road
 - b. Bylaw to Authorize Site Plan Control Agreement SPC - 2025-003 - Skyview BESS Project - 114 Dobbie Road
- 6. Councillor Inquiries or Notices of Motion**
- 7. Member's Report**
- 8. Question Period**
- 9. Closed Session**
- 10. Confirmation By-law**
- 11. Adjournment**



TOWNSHIP OF EDWARDSBURGH CARDINAL ACTION ITEM

Committee: Special Council Meeting

Date: October 16, 2025

Department: Community Development Planning

Topic: Site Plan Control Agreement (SPC-2025-002), 114 and 206 Dobbie Road

Purpose: To review a draft Site Plan Control Agreement for site plan control application number SPC-2025-002, affecting the properties addressed as 114 Dobbie Road and 206 Dobbie Road.

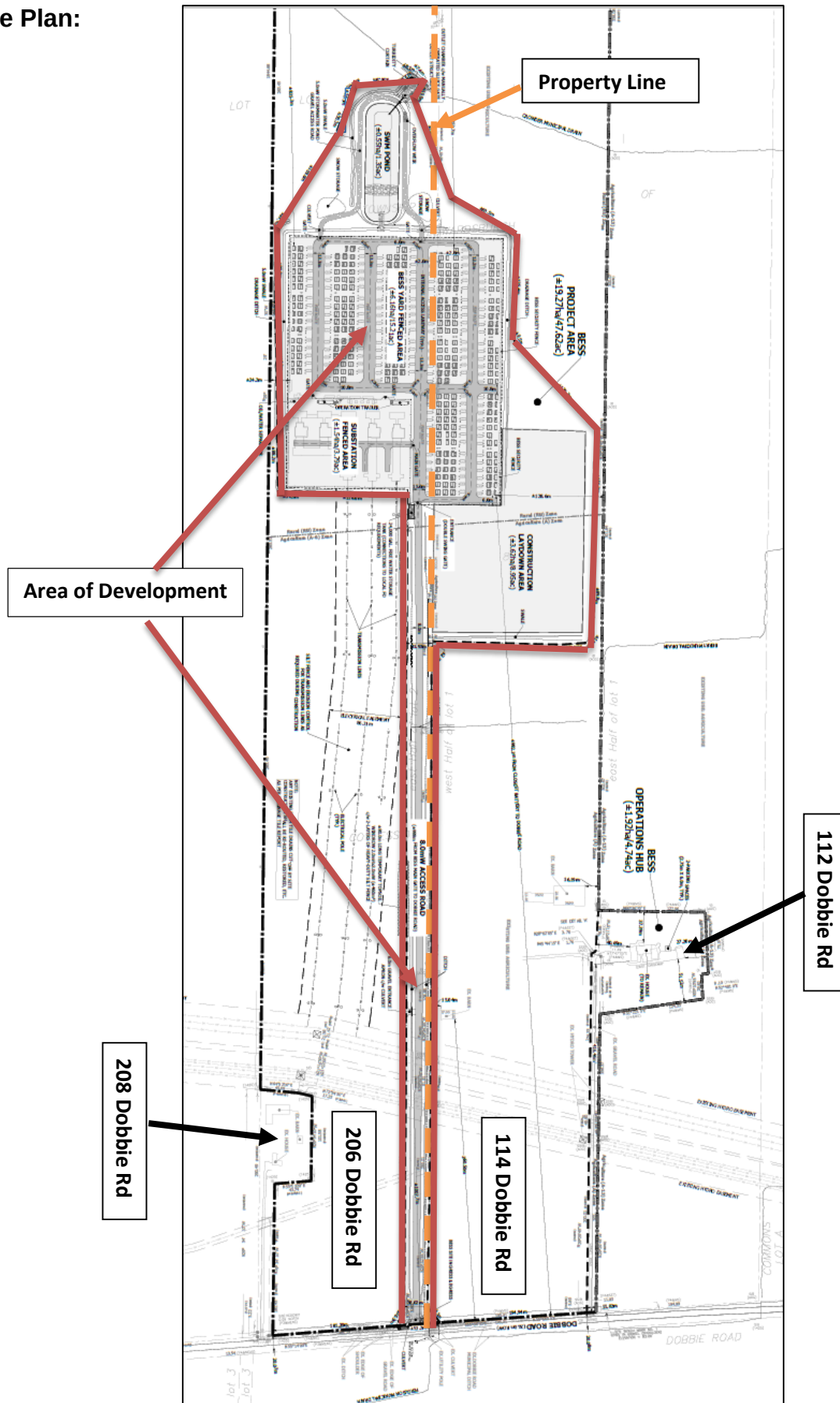
The Project is a lithium-iron-phosphate Battery Energy Storage System (BESS) facility that will have a proposed nameplate capacity of 411 megawatts (MW) for upwards of 1,560 megawatt-hours (MWh) of electricity supply. The Project will connect to the existing 230 kilovolt (kV) Hydro One Networks Inc. (HONI) transmission lines south of the BESS facility via a new transformer substation and transmission lines.

The BESS facility will provide power storage that will be charged from the provincial electricity grid and will discharge back to the grid during times of increased system supply need, when dispatched by the Independent Electricity Service Operator (IESO). The BESS facility will help meet Ontario's increasing electricity demands by providing critical backup power support, thereby better enabling a reliable supply of electricity and flexibility of intermittent solar and wind renewable energy sources.

The development concept includes the establishment of a BESS facility, comprised of battery enclosures, power conversion systems, energy management systems, a substation, access road and stormwater management controls. The facility will connect to the transmission line that bisects the lands.

A previous Minor Variance application was approved for the development, permitting a reduced interior side yard setback. The owners of these two parcels are currently in the process of a boundary adjustment to create the project area, which will be leased by Skyview.

Site Plan:



Background: An application under Section 41 of the Planning Act was submitted by MHBC on behalf of the developer Skyview BESS Inc. and the property owners 1159305 Ontario Inc (206 Dobbie Road) and JF Dobbie And Sons Limited (114 Dobbie Road).

Township staff have been working with the landowners and the developer pertaining to the proposed battery storage facility located within our township. The developer (Skyview BESS Inc) has worked closely with the township and outside agencies to ensure that all aspects of the development will comply with policies and by-laws of the County and Township as well as safety and other industry standards pertaining to the project.

The developer obtained approval by the Committee of Adjustment for minor variance application A-07-25 to reduce the minimum interior side yard setback in the Rural (RU) zone in Zoning By-Law Number 2022-37. The variance permits structures related to the proposed battery storage facility to be located 1.2 metres to the shared property line on both properties and that the reduction will only be applied to the proposed area of development and not along the entire property line of both properties.

The developer provided notice and held a Community Meeting on November 7th, 2023 and later provided notice of a Virtual Public Meeting held on December 11th, 2023.

The developer provided notice of Commencement, Class Environmental Assessment for Transmissions Facilities to the public by regular mail dated February 4, 2025 and notice was also published in the South Grenville Beacon on Thursday, February 20th, 2025

Location: The subject lands are comprised of two parcels of land located on the north side of Dobbie Road, between County Road 22 to the west and Carman Road to the east. The lands have a combined land area of 84 hectares and effectively act as one lot under the same ownership (Dobbie Family). The lands have dual zoning, with the northern half zoned 'Rural' and the southern half zoned 'Agriculture' and are currently in agricultural use. There is a transmission line that bisects the south portion of the lands.

Provincial Planning Statement (2024): Subsection 3(5) of the Planning Act requires that a decision in respect of the exercise of any authority that affects a planning matter shall be consistent with the Provincial Planning Statement (the PPS). The PPS provides policy direction on matters of provincial interest related to land use planning and development which are complemented by local policies addressing local interests. The application being considered is site specific to accommodate a specific proposal and does not involve any major policy considerations and as such, the proposal conforms to and is consistent with the PPS.

County Official Plan: The Official Plan for the United Counties of Leeds and Grenville provides over-arching policy direction on matters of County-wide significance. The Counties Official Plan directs County growth management and land use decisions by providing upper-tier land use planning guidance for the Counties' ten member municipalities. Detailed land use planning and local decision making is managed and

administered locally through the local municipal Official Plans, which will conform to the policies of this Plan. The policies of this Plan intend to ensure a balanced approach to growth management and the protection and conservation of the Counties' natural and cultural heritage, while encouraging development opportunities in a way that respects the Counties' unique character and sense of place.

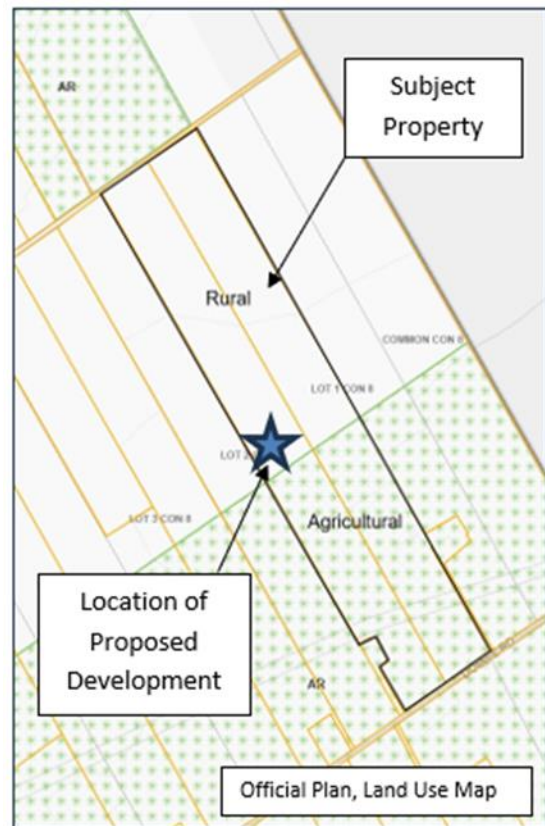
The subject property is designated Agricultural Area and Rural Lands in the County Official Plan which is consistent with the Agricultural Resource Policy Area and Rural Policy Area designations in the Townships Official Plan. The proposal is consistent with the Counties Official Plan.

Township Official Plan: The subject property has split land use designations. The southern half of the parcels are designated as Agricultural Resource Policy Area, and the northern half of the parcels are designated as Rural Policy Area in the Townships Official Plan.

The goal of the Agricultural Resource Policy Area is to identify and protect areas of prime agricultural soils for long-term agricultural use.

The goal of the Rural Policy Area is to provide for the long-term orderly development of the rural lands in a manner which is consistent with ensuring the protection of natural and environmental resources, while providing opportunities for a modest amount of compatible development and a diversified rural economy.

The proposed battery storage facility is defined as a Public Use which is permitted in all zones except for Agricultural designated lands. The proposed development is located outside of the Agricultural designated lands and is therefore subject to Rural policies. The proposed development will not limit or interfere with the continued farming practices on the remainder of the lands to the south or on the abutting lands.



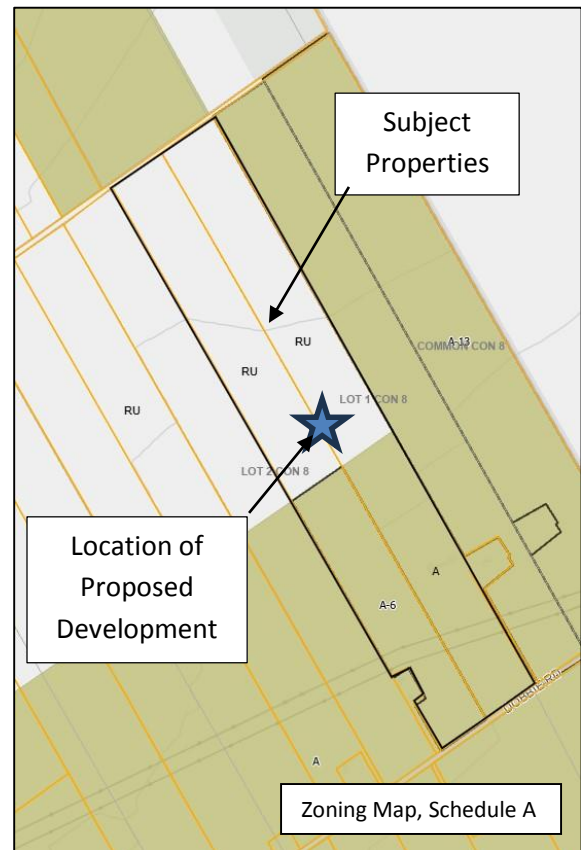
Township Zoning By-Law No. 2022-37:

The properties are zoned Agricultural (A), Site Specific Agricultural (A-6) and Rural (RU), in Zoning By-Law Number 2022-37, as amended.

The Agricultural (A) zone permits agricultural uses and a residential dwelling. A portion of the lot is zoned Site Specific Agricultural (A-6) which restricts residential development on the subject property within the subject zone.

The northern half of the subject lots are zoned Rural (RU) which permits agricultural, residential uses and a variety of rural related uses which includes “Public Uses”.

The proposal maintains the residential character of the settlement area and is anticipated to have no negative impacts on the abutting agricultural lands or inhibit their continued use. The proposal is in keeping with the province’s integrated energy plan, “Energy for Generations”, which aims to ensure a reliable and affordable supply of clean energy, while supporting economic growth. This includes expanding hydroelectric facilities, investing in battery storage, and promoting energy efficiency programs.



Site Plan Control Amendment Application, SPC-2025-002:

The site plan control application was submitted by MHBC on behalf of the developer, Skyview BESS Inc. and the and the property owners 1159305 Ontario Inc (206 Dobbie Road) and JF Dobbie And Sons Limited (114 Dobbie Road). The application was deemed complete by the township on September 19th, 2025. A technical circulation was sent to all internal departments and external agencies for comments. All comments were due by September 26th, 2025.

The application consisted of:

- Site Plan Application
- Cover Letter
- Application Fee
- Archeological Assessment, Stage 1 &2
- Cultural Heritage Evaluation, 114 Dobbie Road
- Cultural Heritage Evaluation, 208 Dobbie Road
- Civil Plans
- Decommissioning Plan
- Draft Environmental Study
- Ecology Report
- Emergency Response Plan
- Geotechnical Design Report
- Geotechnical Factual Report
- Lighting Study
- Noise Study
- Owner's Authorization
- Record of Engagement
- Survey
- Draft Stormwater Management Plan
- Turning Plan

A copy of the application cover letter prepared by MHBC is attached to this report which summarizes each of the studies and reports, and addresses the intent of the application.

The developer is entering into a Road Use Agreement between the developer and township to ensure that any costs for repairs due to damage along Dobbie Road because of heavy traffic during the development, will be born on the developer.

The developer and their agent have worked with staff and outside agencies to address comments received through the technical circulation process. The applicant continues to work with South Nation Conservation Authority to finalize the Stormwater Management Report and Environmental Study which is anticipated to be finalized within the next couple of days. South Nation Conservation Authority has no objections to proceeding with the Site Plan Control Agreement and has provided specific clauses

which addresses the finalization of the stormwater management report. If the report is finalized prior to registration of the agreement, Schedule B and C will be updated to reflect the revised plan.

All other comments received through the technical circulation have been addressed to date.

The draft site plan agreement attached to this report provides standard clauses pertaining to development within the Township of Edwardsburgh Cardinal, references the approved plans, report and studies and special clauses pertaining to the development through its development, general operation, general maintenance and the decommissioning of the site.

The agreement shall be signed by the property owner, the developer and the township prior to registration on the two lots. The agreement recognizes the owners of the properties while placing all costs and obligations on the developer.

The draft agreement is currently being reviewed by the developers and townships legal teams which may result in minor edits to the agreement. Any major alterations to the agreement may result in the need to bring the agreement back to Council for review.

Conclusion: Township staff is satisfied that the draft site plan control agreement addresses all concerns to date and that any amendments to any plans, report or studies will be referenced and filed prior to registration of the agreement or post registration, to ensure compliance with the most recent revisions.

Staff determined that the proposal is in keep with the intent of the County and Townships Official Plan pertaining to the development of public uses on rural designated lands and that the proposal is anticipated to have no negative impacts on the agricultural designated lands adjacent to the site and that at the end of the life cycle of the development, the lands will be decommissioned and re-instated to agricultural lands.

Staff is satisfied that the drawings, studies and reports attached to the draft agreement together with a final approved stormwater management report and environmental study by South Nation Conservation Authority will satisfy the general development policies and the policies pertaining to site plan control in the Official Plan.

Staff is also satisfied that the proposal complies with the regulations of the Township Zoning By-law No 2022-37, as amended.

Policy Implications: Section 41 of the Planning Act permits a municipality to establish a site plan control area (or areas) within the municipality. The Township has established a Site Plan Control By-law through By-Law 2023-47.

Strategic Plan Implications: This site plan control agreement aligns with the Township's Growth and Economic Development priority, is in keeping with the Provinces' integrated energy plan, Energy for Generations and provide energy production/ storage to supply growth to eastern Ontario.

Financial Considerations: The applicant has submitted the required application fee to the Township for the site plan control application, in accordance with the Planning Fees Bylaw 2022-40.

The applicant will be responsible for the cost of the agreement to be registration on title by Township Legal Counsel.

Attachments:

Schedule 'A', Application Cover Letter – SPC-2025-002

Schedule 'B', Draft Site Plan Control Agreement – 206 Dobbie Road

Schedule 'C', Draft Site Plan Control Agreement – 114 Dobbie Road

Recommendation: THAT Municipal Council enter into a site plan control agreement with the property owners at 114 Dobbie Road and 206 Dobbie Road and the developer, Skyview BESS Inc., for the battery storage facility development through site plan application SPC-2025-002; AND THAT the agreements be registered on title of each property.



Tim Fisher
Municipal Land Use Planner



September 17, 2025

Tim Fisher
Planner
Township of Edwardsburgh Cardinal
18 Centre Street
Spencerville ON K0E 1X0
Via Email: tfisher@twpec.ca

Dear Mr. Fisher:

**RE: Site Plan Approval Application – Skyview BESS
OUR FILE 2556A**

OVERVIEW

On behalf of our client, Skyview BESS Inc. ("Skyview") we are pleased to submit this Site Plan application for a proposed Battery Energy Storage System ("BESS") in the Township of Edwardsburgh Cardinal. The Site Plan includes a key map that identifies the subject lands. The project will utilize three parcels of land. The BESS facility is proposed to be constructed on two parcels that do not have civic addressing and are identified using PIN's. Lot A is identified as 681380171 and Lot B is identified as 681380175. Lot C, located at 112 Dobbie Road will be utilized as an operations hub where the existing buildings will be used as operations and maintenance buildings. A summary of the landholdings is as follows:

- Lot A (681380171): 1159305 Ontario Inc.
- Lot B (681380175): J.F. Dobbie and Sons Limited
- Lot C (112 Dobbie Rd): Skyview BESS Inc.
- 208 Dobbie Rd: Skyview BESS Inc. (*not part of project lands*)

The subject lands are located on the north side of Dobbie Road, between County Road 22 to the west and Carman Road to the east. The lands have a combined land area of 86.4 hectares (213 acres). Lots A and B are currently in agricultural use consisting of crop fields. Lot C, at 112 Dobbie Road, contains a dwelling and garage, which will be utilized as operational buildings for the duration of the life of the facility. Another property at 208 Dobbie Road has been acquired by the applicant. This property is not part of the project and was acquired to meet the noise receptor requirements. This property will not be in use during the facilities operation and may be decommissioned.

The Project is a lithium-iron-phosphate Battery Energy Storage System (BESS) facility that will have a proposed nameplate capacity of 411 megawatts (MW) for upwards of 1,560 megawatt-hours (MWh) of electricity supply. The Project will connect to the existing 230 kilovolt (kV) Hydro One Networks Inc. (HONI) transmission lines south of the BESS facility via a new transformer substation and transmission lines. The BESS facility will provide power storage that will be charged from the provincial electricity grid and will discharge back to the grid during times of increased system supply need, when dispatched by the Independent Electricity Service Operator (IESO). The BESS facility will help meet Ontario's increasing electricity demands by providing critical backup

power support, thereby better enabling a reliable supply of electricity and flexibility of intermittent solar and wind renewable energy sources.

The development concept includes the establishment of a BESS facility, comprised of battery enclosures, power conversion systems, energy management systems, a substation, access road and stormwater management controls. The facility will connect to the transmission line that bisects the lands. The facility is proposed to be established in the middle of Lot A and Lot B. A previous Minor Variance application was approved for the development, permitting a reduced interior side yard setback. The owners of these two parcels are currently in the process of a boundary adjustment to create the project area, which will be leased by Skyview.

The property at 112 Dobbie Road contains existing structures. Skyview is proposing to use the structures as operations and maintenance buildings to support the BESS facility over the lifetime of the facility. It will serve as the control hub for the facility where personnel manage daily operations.

The BESS facility is expected to become operational in early 2027 and will be under contract with the IESO for a minimum of 21 years. The BESS is an interim use and will be decommissioned and removed after the facility has reached the end of its operational life. Once decommissioned, the subject lands will be rehabilitated to an agricultural use.

SITE PLAN

A portion of Lots A and B will be leased from the landowners. This leased area will form the BESS facility area. The total area to accommodate the BESS facility will be 19.27 hectares. However, only 15 hectares will be used for the BESS facility as there will be a stormwater management pond and temporary laydown area. The laydown area will only be used during construction and will be returned to agriculture during the operational life of the facility. Additionally, Skyview owns the property at 112 Dobbie Road, which will serve as the operations hub with an area of 1.9 hectares. No development or alterations are proposed to the property at 112 Dobbie Road.

The proposed BESS facility will use lithium-iron phosphate (LFP) batteries which are similar in appearance and scale to a shipping container. Inverters are required to convert the electricity to a grid-compatible current. Transformers are required to adjust the voltage between the battery and the power grid. A substation will then connect the facility to the transmission line. The existing Hydro One line that the facility will connect to is located south of the facility. In order to connect to the hydro corridor, a transmission line will extend from the substation to the Hydro One line.

The site plan illustrates the following:

- The site plan includes 494 BESS enclosures placed in groups of two or three and connected to 167 power conversion systems (PCS). Due to the natural degradation of battery capacity over time, the project design incorporates provisions for periodic augmentation of the BESS throughout its operating life. Initially, the Project will comprise 387 BESS modules and 127 PCS units. Over the course of the Project, approximately 107 additional modules and 40 PCS units will be added to maintain capacity. A total of approximately 494 BESS modules and 167 PCS units are planned.
- The BESS facility will be accessible via a gravel driveway from Dobbie Road. Internal laneways throughout will provide vehicular and emergency access to all batteries.
- The operations hub at 112 Dobbie Road will be accessible via a driveway from Dobbie Road. No driveway connection to the BESS facility is proposed. Existing conditions of the property and structures will be maintained.
- The nearest battery enclosure will be 982 metres to Dobbie Road.

- 0.55 hectare Stormwater Management Pond with controls (to the rear).
- 24,000 gallon fire tank located immediately outside of the facility gate.
- 1.54 hectare substation area in the front area of the facility, which will connect to the Hydro One corridor via a transmission line.
- Security fencing around the entire BESS facility and motion lighting throughout.
- 3.62 hectare temporary laydown area during construction. This area will be returned to agriculture post-construction.

TECHNICAL STUDIES

Stormwater Management Report

WSP Canada Inc., prepared the stormwater management report, and Tulloch Engineering prepared the associated plans. The report describes the stormwater management approach, which include gravity fed stormwater management facility and road drainage systems. To protect the local groundwater, the stormwater pond will be lined, and where necessary the ditches will be elevated such that the ditch bottoms do not intersect the water table.

The Stormwater management facility incorporates engineered on-site drainage ditches that will collect stormwater from the BESS area and substation and convey the water to the lined stormwater pond for treatment and eventual discharge to the Crowder Municipal Drain. For added protection, the pond is lined and has an emergency shut-off gate at the outlet, which would be activated in the event of a spill. Within the substation, five spill containment pits have been included, each containing a transformer. The containment pits are serviced by a cast in place oil water separator, which has been designed to accommodate a 50-year return storm runoff and the total volume of oil and lubricant from a single transformer. Within the oil-water separator, sediment, heavy solids and concentrated oil are removed from the contaminated water which is then by gravitational flow discharged into the downstream ditch and SWM pond. Crowder Municipal Drain is a fish-bearing waterbody, as identified in the SLR's Natural Heritage Study. The site investigations suggest that a cool-water thermal regime exists in the Crowder Municipal Drain. For this reason, thermal mitigation has been included in the pond design for added treatment performance and the protection of fish habitat.

Dedicated Access Road ditches will convey water from the road to either the Berry Municipal Drain or the ditch along the north side of Dobbie Road. The ditch along Dobbie Road connects to the Ferguson Municipal Drain to the east of the site. Both the Berry and Ferguson Municipal Drains are considered cool-water fish habitat, as identified in the SLR Natural heritage Report. Water quality will be maintained using a combination of rock dams and naturalized channels, therefore additional water quality treatment is not required.

Geotechnical Report

WSP Canada Inc., prepared a geotechnical investigation for the proposed development consisting of field investigation and design recommendations. The investigation shows that the subsurface conditions include topsoil, sand, silty clay, glacial till, and limestone bedrock (rated as excellent). The investigation informs the design and recommendations for the most suitable construction. Overall, the investigation concludes that the site has suitable constructability for the BESS.

Noise Study

The Township requested that a noise study be conducted as part of the SPA application. Aercoustics Engineering Ltd., completed an acoustic assessment as part of the Environmental Assessment. The assessment identifies four noise sources of the facility being the battery storage containers, power conversion system, and the transformers, emergency generators. The assessment considered impacts of noise on surrounding sensitive land uses, with the nearest residential dwelling being 950 metres away from the facility. Affected points of noise reception have an ambient acoustical environment consistent with the Class 3 (Rural) designation as defined by Chapter 3 of the EASR Publication. In a Class 3 area, the acoustical environment is dominated by natural sounds with little or no road traffic and infrequent human activity. To mitigate noise emissions, the assessment recommends all power conversion system units be fitted with a noise attenuation kit.

Emergency Response Plan

Potentia completed an Emergency Response Plan for the Skyview2 BESS project. The Plan establishes actions to be taken when an emergency occurs that will minimize health risks and minimize adverse impacts to the environment. It considers the following plausible contingencies that could transpire at the facility:

- Fire/Smoke
- Explosions
- Bomb Threats
- Floods
- Spills and Releases
- Medical Emergencies
- Power Outages
- Severe Weather
- Shelter-in-Place
- Vehicle Incidents
- Violence/Assault

Decommissioning Plan

Skyview has prepared a decommissioning plan outlining the process for the removal of the facility after it reaches the end of its operational life. The decommissioning process is very similar to the construction program, requiring general environmental protections, temporary laydown areas, movement of workers, light and heavy construction equipment, and soil moving activities to and from site. Specifically, decommissioning is expected to include the following activities:

- Removal of the BESS equipment and electrical equipment, including the transformer substation equipment and transmission lines.
- Removal of foundations and other subsurface infrastructure to a depth of approximately 1 m.
- Removal of unwanted access roads.
- Replacement of the topsoil to meet the local environment and restore natural drainage.
- Restoration of lands impacted, and confirmation of no environmental impacts from the decommissioning.

The decommissioning process will include the safe handling and removal of components from the Project Site to an appropriately licensed disposal or recycling facility. The BESS enclosures themselves contain recyclable

materials and will be returned to the manufacturer's facilities or sent to an alternate recycling facility for disassembly and further processing.

The Site will be restored to agricultural lands and in accordance with regulations in place at the time of the decommissioning.

The duration of the decommissioning phase is unknown. However, it is assumed that the decommissioning phase will generally be considered a short-term undertaking (i.e., measured in months).

Environmental Study Report

The Township identified that the subject lands contain significant woodland and a watercourse that may have fish habitat. As such, the Township requested an EIS to form part of the complete SPA application. SLR Consulting Ltd., was retained to complete an Environmental Study Report as part of the Environmental Assessment application. This Report concludes that the lands do not contain significant woodlands as the area has been cleared, and is tile drained for agriculture. There are no environmental, natural resource, or hazard constraint and the lands do not contain any Areas of Natural and Scientific Interest, Provincially Significant Wetlands, or other protected areas. The Report also concludes that impacts to fish habitat related to the municipal drain are not expected.

Archaeological Assessment

The Township requested that the Archaeological Assessment being prepared as part of the Environmental Assessment be included in the SPA submission. Archaeological Research Associates Ltd., completed a Stage 1 and 2 Archaeological Assessment of the subject lands. The Stage 1 assessment determined that the study area comprised a mix of areas of archaeological potential and no archaeological potential. A Stage 2 assessment was carried out for further investigation on the areas of archaeological potential and did not result in the identification of any archaeological materials. ARA recommends that no further assessment be required.

POLICY ANALYSIS

Leeds and Granville Official Plan

The County of Leeds and Granville Official Plan designates the subject lands "Agricultural Area" and "Rural Lands" on Schedule A. The portion of the proposed development area is within the "Rural Lands" designation.

Policies under section 6.5 provide that utilities will be permitted in all land use designations. Additionally, the County Official Plan also establishes energy policies under section 6.6. Policy 6.6(a) states that the Counties and local municipalities will assess opportunities for the development of energy supply including electricity generation facilities and transmission, storage and distribution systems to accommodate current and projected needs.

The proposed BESS facility will form part of Ontario's broader electricity system as it will connect directly to existing public infrastructure supporting the transmission of electricity. The facility is a form of utility infrastructure that is permitted in both the agricultural area and rural lands designations as-of-right per policy 6.5(e).

Furthermore, policy 6.6(a) encourages the development of energy storage and distribution systems. The proposed facility is energy storage that will connect to the transmission system for the purpose of supporting a more reliable and resilient electricity system for current and future energy needs. The proposed use is permitted and encouraged by County planning policies.

Edwardsburgh Cardinal Official Plan

The subject lands are designated in the Edwardsburgh Cardinal Official Plan as "Agricultural Resource" and "Rural". The facility is located within the "Rural" designation, with the operations hub located in the "Agricultural Resource" designation.

Section 5.9 of the Official Plan speaks to utility and communication facility corridors. The policies note the importance of infrastructure corridors (including transmission corridors) to the economic development and diversification of the Town, and will not require an amendment to the Official Plan to implement. Additionally, the policies state that the development of utility, communications, and hydro-electric power generation facilities and transmission and distribution systems will be permitted in all areas of the Township.

In accordance with the utility policies, the BESS facility is energy infrastructure that will form part of the broader electricity system. The BESS will result in economic investment in the Township and will contribute to energy reliability which will support existing businesses and their energy needs. As provided in the policy, energy systems and infrastructure are permitted in all land use designations. Therefore, the proposal is permitted in both the Agricultural Resource and Rural designations. The proposal confirms to the public use policies of the Official Plan.

CONCLUSION

The Skyview2 BESS facility is a critical infrastructure project that supports Provincial electricity objectives. The BESS will add 411mw of much needed capacity to Ontario's electricity grid to ensure that electricity remains available when and where it is needed most. As part of the IESO procurement process the project must obtain multiple approvals, which require the completion of various technical studies and plans. This includes undergoing a Class Environmental Assessment (Class EA). The following is a comprehensive list of all the studies and plans that have been completed in support of the Project and have been submitted as part of this SPA application:

- Archaeology Assessment, prepared by Archaeological Research Associates Ltd.
- Cultural Heritage Evaluation Report, prepared by Archaeological Research Associates Ltd.
- Decommissioning Plan, prepared by Skyview
- Draft Environmental Study Report, prepared by SLR Consulting Ltd.
- Ecology Report, prepared by SLR Consulting Ltd.
- Emergency Response Plan, prepared by Potentia
- Geotechnical Report, prepared by WSP Canada Inc.
- Lighting Study prepared by Potentia
- Noise Study, Aercoustics Engineering Ltd.
- Storm Water Management Report, prepared by WSP Canada Inc.
- Site Grading, Drainage and Erosion Control Plan, prepared by Tulloch
- Site Plan, prepared by MHBC Planning Ltd.
- Turning Plan, prepared by Tulloch
- Record of Engagement, prepared by SLR Consulting Ltd.

In addition to the above, the signed application form, owner authorization letter and survey have been included in the submission. The application fee in the amount of \$1,750 has been provided to the Township under separate cover. We look forward to working with the Township on this exciting project.

Yours truly,

MHBC

A handwritten signature in dark ink, appearing to read 'P. Chauvin', with a large, sweeping loop at the end.

Pierre J. Chauvin, MA, MCIP, RPP
Partner

A handwritten signature in dark ink, appearing to read 'G. Smith', with a long, horizontal flourish at the end.

Gillian Smith, MSc, MCIP, RPP
Senior Planner

c. *Ben Saul, Keaton Lever, Skyview BESS Inc.*

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

THIS AGREEMENT made in triplicate this ____ day of _____, 2025

BETWEEN:

1159305 ONTARIO INC
Hereinafter called the "Owner"
of the first part,

- and -

SKYVIEW BESS INC.
Hereinafter called the "Developer"
of the second part.

- and -

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH CARDINAL
Hereinafter called the "Township" or "Municipality"
of the third part.

WHEREAS: The Council of the Corporation of the Township of Edwardsburgh Cardinal deems it advisable under Section 41 of the Planning Act, RSO 1990, to enter into a Site Plan Control Agreement with the property Owner, 1159305 ONTARIO INC., and the Developer, SKYVIEW BESS INC. respecting the development of a property being more particularly described in Schedule 'A' attached;

AND WHEREAS: the Developer has applied to the Township in accordance with the Site Plan Control provisions of By-law No. 2023-47, to enter into a site plan control agreement between the Owner, 1159305 ONTARIO INC., the Developer SKYVIEW BESS INC. and the Township of Edwardsburgh Cardinal.

AND WHEREAS: the Developer 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 By-law.

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 Developer to the Municipality, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. LAND TO WHICH THIS AGREEMENT APPLIES

- 1.1 The Owner, the Developer and the Township recognizes that this development will be constructed on a portion of two abutting lots municipally addressed as 114 Dobbie Road and 206 Dobbie Road, and that a site plan control agreement will be registered to both titles and will be applied only to the area as per the drawings as described in Schedule "B" to this agreement.
- 1.2 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

- 2.1 The Developer undertakes and agrees that prior to the commencement of any development, redevelopment, site alteration, construction or other works, the Developer shall obtain all necessary permits and approvals required by the Government of Canada, the Province of Ontario or any agency thereof, the Township and any other affected agency.
- 2.2 The Developer 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

- 3.1 The Developer 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.
- 3.2 That the documents listed in Schedule "B" and Schedule "C" are available at the Township Office. The documents are the property of the Developer and cannot be reproduced without the permission of the Developer or through a Request for Information application through the Township.

- 3.3 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" - Drawing List

Schedule "C" – Supporting Studies and Reports List

Schedule "D" - Special Conditions

4. REGISTRATION OF AGREEMENT AND COMMENCEMENT OF WORK

- 4.1 The Developer covenants that he/she/they shall not commence any development or site alteration whatsoever until this Agreement is registered on title against the land Owner at the expense of the Developer.
- 4.2. The Developer may submit a written request to commence with site servicing, grading and/or foundation work to the Township, prior to registration of the Site Plan Agreement. The Township shall be satisfied that all required sign off and approvals have been obtained and that there are no further outstanding issues to be resolved.
- 4.3. The Townships Chief Administrative Officer will provide written approval for any works prior to the registration of the agreement.

5. ENTRY BY MUNICIPALITY

- 5.1 Notwithstanding any additional authority in law, the Municipality, by its officers, servants, agents and contractors, for the life of this Agreement are entitled to enter on the Lands or any part thereof as well as any buildings or structures erected thereon to inspect the construction, operation and maintenance of the works, services and facilities on the Lands for the purposes of determining compliance with this Agreement.

6. COMPLETION DATE

- 6.1 The Developer 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.

7. DEFAULT

- 7.1 In the event the Developer 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 Developer, 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 Developer by invoice and may be recovered in like manner as municipal taxes pursuant to the Municipal Act.

8. FACILITIES AND WORK TO BE PROVIDED AND MAINTAINED

- 8.1 The Developer 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.

9. CERTIFICATE OF COMPLIANCE

- 9.1 Upon the satisfactory completion of all matters and things to be provided and maintained by the Developer pursuant to this Agreement, the Developer 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.

10. NOTICE TO PARTIES

- 10.1 Any Notice by any party to this agreement to another shall be given in writing and mailed or delivered to the Party:

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):

1159305 ONTARIO INC.

1530 Ventnor Road
Spencerville Ontario K0E 1X0

In the case of the Developer:

SKYVIEW BESS INC.

200 Wellington Street, West
Toronto Ontario M5V 3C7

11. SEVERABILITY:

- 11.1 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 Developer 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

- 12.1 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

- 13.1 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, 1159305 ONTARIO INC

John Dobbie

I have the authority to bind the corporation.

DEVELOPER, SKYVIEW BESS INC.

Keaton Lever

I have the authority to bind the corporation.

**CORPORATION OF THE TOWNSHIP OF
EDWARDSBURGH CARDINAL**

Mayor

Clerk
We have the authority to bind the corporation.

SCHEDULE "A"
DESCRIPTION OF THE PROPERTY

206 DOBBIE ROAD
Concession 8 E 1/2, Part Lot 2
TOWNSHIP OF EDWARDSBURGH CARDINAL

PIN: 681380171

ROLL NUMBER: 070170104500300

SCHEDULE "B"
DRAWING LIST

The following drawings shall form part of this Schedule:

1. Drawing 2556A
Site Plan
Dated 2025-09-15
Prepared by MHBC
2. Drawing SKY_BEES-C-DWG-05100-1-A
Overall Site Plan
Revision A, Dated 2025-08-29
Prepared by Tulloch
3. Drawing SKY_BEES-C-DWG-05100-2-A
BEES and Substation Layout Plan
Revision A, Dated 2025-08-29
Prepared by Tulloch
4. Drawing SKY_BEES-C-DWG-05100-3-A
Site Grading Plan
Revision A, Dated 2025-08-29
Prepared by Tulloch
5. Drawing SKY_BEES-C-DWG-05100-4-A
Site Grading Sections and Details
Revision A, Dated 2025-08-29
Prepared by Tulloch
6. Drawing SKY_BEES-C-DWG-05100-5-A
Access Road Plan and Profile
Revision A, Dated 2025-08-29
Prepared by Tulloch
7. Drawing SKY_BEES-C-DWG-05100-6-A
Drainage Plan
Revision A, Dated 2025-08-29
Prepared by Tulloch

8. Drawing SKY_BEES-C-DWG-05100-7-A
Erosion Control Plan and Details
Revision A, Dated 2025-08-29
Prepared by Tulloch
9. Drawing SKY_BEES-C-DWG-05100-8-A
Detail and Notes
Revision A, Dated 2025-08-29
Prepared by Tulloch
10. Drawing SKY_BEES-C-DWG-05100-10-A
Turning Moment Simulation, Aerial Fire Truck
Revision A, Dated 2025-08-29
Prepared by Tulloch

SCHEDULE "C"
SUPPORTING STUDY AND REPORT LIST

1. Archaeological Assessment, Stage 1 and 2
Dated 2025-02-21
Prepared by Archaeological Research Associated Ltd.
2. Cultural Heritage Evaluation Report, 114 Dobbie Road
Dated 2025-03-07
Prepared by Archaeological Research Associated Ltd.
3. Cultural Heritage Evaluation Report, 208 Dobbie Road
Dated 2025-03-07
Prepared by Archaeological Research Associated Ltd.
4. Decommissioning Plan
Dated 2025-09-11
Prepared by Skyview
5. Draft Environmental Study Report
Dated 2025-09-08
Prepared by SLR Consulting Ltd.
6. Ecological Report/ Natural Heritage Study
Dated 2025-05-13
Prepared by SLR Consulting Ltd.
7. Emergency Response Plan
Dated 2025-09-11
Prepared by Potentia.
8. Geotechnical Investigation Design Report
Dated 2025-06-19
Prepared by WSP Canada Inc.
9. Geotechnical Investigation Factual Data Report
Dated 2025-06-19
Prepared by WSP Canada Inc.

10. Lighting Study
Dated 2025-09-02
Prepared by Maskwa High Voltage
11. Noise Study
Dated 2025-08-08
Prepared by Aercoustics Engineering Ltd.
12. Record of Engagement
Prepared by SLR Consulting Ltd.
13.  Stormwater Management Report
Dated 2025-05-30
Prepared by WSP Canada Inc.

SCHEDULE "D"
SPECIAL CONDITIONS

1. LOCATION OF BUILDING STRUCTURES AND FACILITIES

- 1.1. Building structures and facilities shall be located as per the approved drawings listed in Schedule "B" to this Agreement and shall comply with the requirements of Township Zoning By-Law No. 2022-37.

2. DELIVERY HOURS AND NOISE

- 2.1. The Developer shall ensure that during development, that deliveries to the site are between the hours of 7:00 a.m. to 7:00 p.m.
- 2.2. The Developer shall adhere to the Township Noise By-Law No. 2021-70, as amended, regarding during development.

3. DRAINAGE AND STORMWATER

- 3.1. Drainage, stormwater, sediment and erosion control shall be managed as per the approved drawings listed in Schedule "B" and the finalized Storm Water Management Report, prepared by WSP Canada Inc, and its approved amendments listed in Schedule "C".
- 3.2. The Developer is responsible for contacting the South Nation Conservation Authority and obtaining any necessary permits or approvals for any alteration to a watercourse, including a stormwater or drainage outlet and any alteration to facilitate access.
- 3.3. The Developer is responsible for contacting the Township and obtain any necessary permits or approvals if any work or maintenance is to be performed on the stormwater management pond is it discharges into a municipal drain (the Ferguson Drain).
- 3.4. That any amendments to the Drainage Plan and the Erosion Control Plan and Details listed in Schedule "B" and to the Stormwater Management Report, and their amendments listed in Schedule "C" shall be reviewed by South Nation Conversation Authority and the Township prior to any development or site works.

- 3.5. The Developer is responsible for demonstrating all that facilities are located above the 1:100-year floodplain elevation, stormwater management facilities will function where drainage is directed towards the 1:100-year floodplain, and access routes have safe access during a 1:100-year flooding event. South Nation Conservation and the Township shall review prior to any development or site works.
- 3.6. The Developer agrees to submit a complete permit application to South Nation Conservation including any technical information, studies and plans necessary for issuance of a permit under Ontario Regulation 41/24 Prohibited Activities, Exemptions and Permits.
- 3.7. Unless otherwise specified on the plans, drawings and reports listed in Schedules "B" and "C", the Developer shall install and construct the development in accordance with the guidelines of the Township, South Nation River Conservation Authority and any provincial or federal laws, regulations, standards and guidelines in effect at the time of the application of a required permit.
- 3.8. The Developer hereby agrees to construct and maintain, in accordance with Schedules "B" and "C" all works which are necessary to provide proper drainage of all lands described in this Agreement, and adjacent lands which drain through the subdivision, including any works necessary for drainage to an outlet outside the site, in accordance with Schedules "B" and "C".
- 3.8.1. It is understood and agreed that such works shall be constructed according to the plan provided by the Developer.
- 3.8.2. The Developer shall, at its own expense, maintain sufficient interim drainage and outlets to provide adequate drainage until pavement and landscaping has been constructed and accepted by the Township. This shall include the installation and removal of culverts, if required, by the Township.
- 3.8.3. Subject to the requirements of Schedule "B" and "C" the Developer agrees not to interfere in any way with the bed and banks or walls of any existing drain or water course, without written permission from Township and South Nation Conservation.
- 3.9. The Developer agrees that granting such permission shall not relieve the Developer of responsibility for any damage caused by such interference and the Developer shall indemnify the Township and South Nation Conservation in relation to any claims against the Township relating to such damage, providing that the Township shall give the Developer, at the Developer's cost, opportunity to defend any such claim.

4. SERVICING

- 4.1. 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.

- 4.2. The Developer is responsible for maintaining any private on-site servicing in good working order.
- 4.3. The Township is not liable to extend municipal services if an on-site water source and/ or on-site sewage disposal service fails.
- 4.4. The Developer is responsible for contacting Hydro One Networks, Enbridge or any other utility or service provider and obtain the necessary permits and approvals prior to development.

5. SITE ACCESS

- 5.1. The site shall be accessed as per the approved drawings listed in Schedule "B".
- 5.2. An entrance permit shall be obtained from the Township for any extension or relocation of the existing entranceway.
- 5.3. No additional entranceways shall be established without the consent of the appropriate road authority.

6. REFUSE STORAGE AND DISPOSAL

- 6.1. 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.
- 6.2. The Developer shall be responsible for the disposal of refuse from his/her/their property.

7. SNOW REMOVAL

- 7.1. Snow removal on the site is the responsibility of the owner.

8. LIGHTING

- 8.1. All outdoor lighting, including fixtures and signs, shall be designed, installed and maintained to prevent light spill over or glare onto the Township Road allowance and neighbouring properties.

9. SEPARATION DISTANCES AND STORAGE

- 9.1. All buildings and structures located on the subject lands shall be located in accordance with tables of separation distances as from time to time be approved by the appropriate public body having jurisdiction.
- 9.2. All materials stored on the subject lands shall be approved and stored in accordance with the requirements of appropriate public body having jurisdiction.

10. MAINTAINANCE OF TRAVELED ROADS

- 10.1. That the Developer, shall enter into a Road Use Agreement with the Township, prior to development.
- 10.2. The Developer is responsible post development, for any damage to the roadway, curbing or any other structure within the road allowance along Dobbie Road as a result of the development and its general maintenance of the site and structures, shall be repaired or replaced at the Developers cost, to the satisfaction of the township or authority.
- 10.3. Failure to maintain the roadway in a safe state may result in the township conducting the works and transferring the costs of the works to the Developer.
- 10.4. The Developer is required to enter into a Road Use Agreement prior to the decommissioning and phasing of the site with the Township.

11. EMERGENCY RESPONSE

- 11.1. The Developer shall ensure that the approved Emergency Response Plan, prepared by Potentia listed in Schedule "C", be followed, in case or cases of emergency, such as, but not limited to fire/smoke, explosions, bomb threats, floods, spills and releases, medical emergencies, power outages, severe weather, shelter-in-place, vehicle incidents and violence/assault.

12. ARCHAEOLOGICAL

- 12.1. A Stage 1 and 2 Archaeological Assessment, prepared by Archaeological Research Ltd listed in Schedule "C" and deemed that the site did not result in the identification of any archaeological material.
- 12.2. In the event that deeply buried or previously undiscovered archaeological deposits are discovered in the course of development or site alteration, the Developer shall immediately cease all work 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.
- 12.3. In the event that human remains are encountered, the Developer shall immediately cease all work, 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.

13. DECOMMISSIONING

- 13.1. The Developer shall decommission the site and return it to its pre-development state as the site reached the end of its operational life.
- 13.2. The Developer shall follow the Decommissioning Plan, prepared by Skyview listed in Schedule "C" and all approved amendments to the plan.
- 13.3. The Developer recognizes that the decommissioning of the site may be in a phased manner. The Developer shall obtain a Road Use Agreement with the Township as per clause 10.4.
- 13.4. The Developer is responsible for contacting the Township Building Department and obtain a demolition/removal permit, prior to the commencement of any work.
- 13.5. The Developer is responsible for contacting the South Nation Conservation Authority to obtain any necessary permits or approvals, prior to the commencement of any decommissioning work.

- 13.6. The Developer is responsible for contacting Hydro One Networks, Enbridge or any other utility or service provider and obtain the necessary permits and approvals prior to the commencement of any decommissioning work.

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

THIS AGREEMENT made in triplicate this ____ day of _____, 2025

BETWEEN:

JF DOBBIE AND SONS LIMITED

Hereinafter called the "Owner"

of the first part,

- and -

SKYVIEW BESS INC.

Hereinafter called the "Developer"

of the second part.

- and -

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH CARDINAL

Hereinafter called the "Township" or "Municipality"

of the third part.

WHEREAS: The Council of the Corporation of the Township of Edwardsburgh Cardinal deems it advisable under Section 41 of the Planning Act, RSO 1990, to enter into a Site Plan Control Agreement with the property Owner, JF DOBBIE AND SONS LIMITED., and the Developer, SKYVIEW BESS INC. respecting the development of a property being more particularly described in Schedule 'A' attached;

AND WHEREAS: the Developer has applied to the Township in accordance with the Site Plan Control provisions of By-law No. 2023-47, to enter into a site plan control agreement between the Owner, JF DOBBIE AND SONS LIMITED the Developer SKYVIEW BESS INC. and the Township of Edwardsburgh Cardinal.

AND WHEREAS: the Developer 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 By-law.

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 Developer to the Municipality, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. LAND TO WHICH THIS AGREEMENT APPLIES

- 1.1 The Owner, the Developer and the Township recognizes that this development will be constructed on a portion of two abutting lots municipally addressed as 114 Dobbie Road and 206 Dobbie Road, and that a site plan control agreement will be registered to both titles and will be applied only to the area as per the drawings as described in Schedule "B" to this agreement.
- 1.2 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

- 2.1 The Developer undertakes and agrees that prior to the commencement of any development, redevelopment, site alteration, construction or other works, the Developer shall obtain all necessary permits and approvals required by the Government of Canada, the Province of Ontario or any agency thereof, the Township and any other affected agency.
- 2.2 The Developer 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

- 3.1 The Developer 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.
- 3.2 That the documents listed in Schedule "B" and Schedule "C" are available at the Township Office. The documents are the property of the Developer and cannot be reproduced without the permission of the Developer or through a Request for Information application through the Township.

- 3.3 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" - Drawing List

Schedule "C" – Supporting Studies and Reports List

Schedule "D" - Special Conditions

4. REGISTRATION OF AGREEMENT AND COMMENCEMENT OF WORK

- 4.1 The Developer covenants that he/she/they shall not commence any development or site alteration whatsoever until this Agreement is registered on title against the land Owner at the expense of the Developer.
- 4.2. The Developer may submit a written request to commence with site servicing, grading and/or foundation work to the Township, prior to registration of the Site Plan Agreement. The Township shall be satisfied that all required sign off and approvals have been obtained and that there are no further outstanding issues to be resolved.
- 4.3. The Townships Chief Administrative Officer will provide written approval for any works prior to the registration of the agreement.

5. ENTRY BY MUNICIPALITY

- 5.1 Notwithstanding any additional authority in law, the Municipality, by its officers, servants, agents and contractors, for the life of this Agreement are entitled to enter on the Lands or any part thereof as well as any buildings or structures erected thereon to inspect the construction, operation and maintenance of the works, services and facilities on the Lands for the purposes of determining compliance with this Agreement.

6. COMPLETION DATE

- 6.1 The Developer 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.

7. DEFAULT

- 7.1 In the event the Developer 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 Developer, 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 Developer by invoice and may be recovered in like manner as municipal taxes pursuant to the Municipal Act.

8. FACILITIES AND WORK TO BE PROVIDED AND MAINTAINED

- 8.1 The Developer 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.

9. CERTIFICATE OF COMPLIANCE

- 9.1 Upon the satisfactory completion of all matters and things to be provided and maintained by the Developer pursuant to this Agreement, the Developer 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.

10. NOTICE TO PARTIES

- 10.1 Any Notice by any party to this agreement to another shall be given in writing and mailed or delivered to the Party:

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):

JF DOBBIE AND SONS LIMITED

1530 Ventnor Road
Spencerville Ontario K0E 1X0

In the case of the Developer:

SKYVIEW BESS INC.

200 Wellington Street, West
Toronto Ontario M5V 3C7

11. SEVERABILITY:

- 11.1 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 Developer 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

- 12.1 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

- 13.1 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, JF DOBBIE AND SONS LIMITED

John Dobbie

I have the authority to bind the corporation.

DEVELOPER, SKYVIEW BESS INC.

Keaton Lever

I have the authority to bind the corporation.

**CORPORATION OF THE TOWNSHIP OF
EDWARDSBURGH CARDINAL**

Mayor

Clerk

We have the authority to bind the corporation.

SCHEDULE "A"

DESCRIPTION OF THE PROPERTY

114 DOBBIE ROAD

Concession 8, Part Lot 1

RP 15R-12216, Parts 2, 4, 6, 8 and 10

TOWNSHIP OF EDWARDSBURGH/CARDINAL

PIN: 681380175

ROLL NUMBER: 070170104500203

SCHEDULE "B"
DRAWING LIST

The following drawings shall form part of this Schedule:

1. Drawing 2556A
Site Plan
Dated 2025-09-15
Prepared by MHBC
2. Drawing SKY_BEES-C-DWG-05100-1-A
Overall Site Plan
Revision A, Dated 2025-08-29
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10. Drawing SKY_BEES-C-DWG-05100-10-A
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Prepared by Tulloch

SCHEDULE "C"
SUPPORTING STUDY AND REPORT LIST

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Prepared by Archaeological Research Associated Ltd.
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Dated 2025-03-07
Prepared by Archaeological Research Associated Ltd.
3. Cultural Heritage Evaluation Report, 208 Dobbie Road
Dated 2025-03-07
Prepared by Archaeological Research Associated Ltd.
4. Decommissioning Plan
Dated 2025-09-11
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Dated 2025-09-08
Prepared by SLR Consulting Ltd.
6. Ecological Report/ Natural Heritage Study
Dated 2025-05-13
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7. Emergency Response Plan
Dated 2025-09-11
Prepared by Potentia.
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Dated 2025-08-08
Prepared by Aercoustics Engineering Ltd.
12. Record of Engagement
Prepared by SLR Consulting Ltd.
13.  Stormwater Management Report
Dated 2025-05-30
Prepared by WSP Canada Inc.

SCHEDULE "D"
SPECIAL CONDITIONS

1. LOCATION OF BUILDING STRUCTURES AND FACILITIES

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- 3.3. The Developer is responsible for contacting the Township and obtain any necessary permits or approvals if any work or maintenance is to be performed on the stormwater management pond is it discharges into a municipal drain (the Ferguson Drain).
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- 3.8. The Developer hereby agrees to construct and maintain, in accordance with Schedules "B" and "C" all works which are necessary to provide proper drainage of all lands described in this Agreement, and adjacent lands which drain through the subdivision, including any works necessary for drainage to an outlet outside the site, in accordance with Schedules "B" and "C".
- 3.8.1. It is understood and agreed that such works shall be constructed according to the plan provided by the Developer.
- 3.8.2. The Developer shall, at its own expense, maintain sufficient interim drainage and outlets to provide adequate drainage until pavement and landscaping has been constructed and accepted by the Township. This shall include the installation and removal of culverts, if required, by the Township.
- 3.8.3. Subject to the requirements of Schedule "B" and "C" the Developer agrees not to interfere in any way with the bed and banks or walls of any existing drain or water course, without written permission from Township and South Nation Conservation.
- 3.9. The Developer agrees that granting such permission shall not relieve the Developer of responsibility for any damage caused by such interference and the Developer shall indemnify the Township and South Nation Conservation in relation to any claims against the Township relating to such damage, providing that the Township shall give the Developer, at the Developer's cost, opportunity to defend any such claim.

4. SERVICING

- 4.1. 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.

- 4.2. The Developer is responsible for maintaining any private on-site servicing in good working order.
- 4.3. The Township is not liable to extend municipal services if an on-site water source and/ or on-site sewage disposal service fails.
- 4.4. The Developer is responsible for contacting Hydro One Networks, Enbridge or any other utility or service provider and obtain the necessary permits and approvals prior to development.

5. SITE ACCESS

- 5.1. The site shall be accessed as per the approved drawings listed in Schedule "B".
- 5.2. An entrance permit shall be obtained from the Township for any extension or relocation of the existing entranceway.
- 5.3. No additional entranceways shall be established without the consent of the appropriate road authority.

6. REFUSE STORAGE AND DISPOSAL

- 6.1. 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.
- 6.2. The Developer shall be responsible for the disposal of refuse from his/her/their property.

7. SNOW REMOVAL

- 7.1. Snow removal on the site is the responsibility of the owner.

8. LIGHTING

- 8.1. All outdoor lighting, including fixtures and signs, shall be designed, installed and maintained to prevent light spill over or glare onto the Township Road allowance and neighbouring properties.

9. SEPARATION DISTANCES AND STORAGE

- 9.1. All buildings and structures located on the subject lands shall be located in accordance with tables of separation distances as from time to time be approved by the appropriate public body having jurisdiction.
- 9.2. All materials stored on the subject lands shall be approved and stored in accordance with the requirements of appropriate public body having jurisdiction.

10. MAINTAINANCE OF TRAVELED ROADS

- 10.1. That the Developer, shall enter into a Road Use Agreement with the Township, prior to development.
- 10.2. The Developer is responsible post development, for any damage to the roadway, curbing or any other structure within the road allowance along Dobbie Road as a result of the development and its general maintenance of the site and structures, shall be repaired or replaced at the Developers cost, to the satisfaction of the township or authority.
- 10.3. Failure to maintain the roadway in a safe state may result in the township conducting the works and transferring the costs of the works to the Developer.
- 10.4. The Developer is required to enter into a Road Use Agreement prior to the decommissioning and phasing of the site with the Township.

11. EMERGENCY RESPONSE

- 11.1. The Developer shall ensure that the approved Emergency Response Plan, prepared by Potentia listed in Schedule "C", be followed, in case or cases of emergency, such as, but not limited to fire/smoke, explosions, bomb threats, floods, spills and releases, medical emergencies, power outages, severe weather, shelter-in-place, vehicle incidents and violence/assault.

12. ARCHAEOLOGICAL

- 12.1. A Stage 1 and 2 Archaeological Assessment, prepared by Archaeological Research Ltd listed in Schedule "C" and deemed that the site did not result in the identification of any archaeological material.
- 12.2. In the event that deeply buried or previously undiscovered archaeological deposits are discovered in the course of development or site alteration, the Developer shall immediately cease all work 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.
- 12.3. In the event that human remains are encountered, the Developer shall immediately cease all work, 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.

13. DECOMMISSIONING

- 13.1. The Developer shall decommission the site and return it to its pre-development state as the site reached the end of its operational life.
- 13.2. The Developer shall follow the Decommissioning Plan, prepared by Skyview listed in Schedule "C" and all approved amendments to the plan.
- 13.3. The Developer recognizes that the decommissioning of the site may be in a phased manner. The Developer shall obtain a Road Use Agreement with the Township as per clause 10.4.
- 13.4. The Developer is responsible for contacting the Township Building Department and obtain a demolition/removal permit, prior to the commencement of any work.
- 13.5. The Developer is responsible for contacting the South Nation Conservation Authority to obtain any necessary permits or approvals, prior to the commencement of any decommissioning work.

- 13.6. The Developer is responsible for contacting Hydro One Networks, Enbridge or any other utility or service provider and obtain the necessary permits and approvals prior to the commencement of any decommissioning work.

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

BY-LAW NO. 2025-58

**“A BY-LAW TO AUTHORIZE THE EXECUTION OF A SITE PLAN CONTROL
AGREEMENT WITH 1159305 ONTARIO INC. AND SKYVIEW BESS INC.”**

WHEREAS The Council of the Corporation of the Township of Edwardburgh Cardinal deems it advisable to enter into a Site Plan Control Agreement with 1159305 Ontario Inc. and Skyview BESS Inc., respecting the development of a property described as:

206 DOBBIE ROAD
Concession 8 E 1/2, PART Lot 2
TOWNSHIP OF EDWARDSBURGH CARDINAL
PIN: 681380171
ROLL NUMBER: 070170104500300

AND WHEREAS Authority is granted under Section 41 of the Planning Act, RSO 1990, to the Council of the Corporation of the Township of Edwardburgh/Cardinal to enter into and amend such an agreements;

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

1. That the Mayor and Interim Clerk are hereby authorized to execute a site plan agreement with 1159305 Ontario Inc. and Skyview BESS Inc.; and that said agreement and its schedules are attached hereto as Schedule ‘A’ and forming part of this bylaw.
3. That this by-law shall come into force and take effect upon date of passing.

Read a first and second time in open Council this 16th day of October, 2025.

Read a third and final time, passed, signed and sealed in open Council this 16th day of October, 2025.

Mayor

Interim Clerk

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

THIS AGREEMENT made in triplicate this ____ day of _____, 2025

BETWEEN:

1159305 ONTARIO INC
Hereinafter called the "Owner"
of the first part,

- and -

SKYVIEW BESS INC.
Hereinafter called the "Developer"
of the second part.

- and -

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH CARDINAL
Hereinafter called the "Township" or "Municipality"
of the third part.

WHEREAS: The Council of the Corporation of the Township of Edwardsburgh Cardinal deems it advisable under Section 41 of the Planning Act, RSO 1990, to enter into a Site Plan Control Agreement with the property Owner, 1159305 ONTARIO INC., and the Developer, SKYVIEW BESS INC. respecting the development of a property being more particularly described in Schedule 'A' attached;

AND WHEREAS: the Developer has applied to the Township in accordance with the Site Plan Control provisions of By-law No. 2023-47, to enter into a site plan control agreement between the Owner, 1159305 ONTARIO INC., the Developer SKYVIEW BESS INC. and the Township of Edwardsburgh Cardinal.

AND WHEREAS: the Developer 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 By-law.

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 Developer to the Municipality, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. LAND TO WHICH THIS AGREEMENT APPLIES

- 1.1 The Owner, the Developer and the Township recognizes that this development will be constructed on a portion of two abutting lots municipally addressed as 114 Dobbie Road and 206 Dobbie Road, and that a site plan control agreement will be registered to both titles and will be applied only to the area as per the drawings as described in Schedule "B" to this agreement.
- 1.2 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

- 2.1 The Developer undertakes and agrees that prior to the commencement of any development, redevelopment, site alteration, construction or other works, the Developer shall obtain all necessary permits and approvals required by the Government of Canada, the Province of Ontario or any agency thereof, the Township and any other affected agency.
- 2.2 The Developer 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

- 3.1 The Developer 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.
- 3.2 That the documents listed in Schedule "B" and Schedule "C" are available at the Township Office. The documents are the property of the Developer and cannot be reproduced without the permission of the Developer or through a Request for Information application through the Township.

- 3.3 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" - Drawing List

Schedule "C" – Supporting Studies and Reports List

Schedule "D" - Special Conditions

4. REGISTRATION OF AGREEMENT AND COMMENCEMENT OF WORK

- 4.1 The Developer covenants that he/she/they shall not commence any development or site alteration whatsoever until this Agreement is registered on title against the land Owner at the expense of the Developer.
- 4.2. The Developer may submit a written request to commence with site servicing, grading and/or foundation work to the Township, prior to registration of the Site Plan Agreement. The Township shall be satisfied that all required sign off and approvals have been obtained and that there are no further outstanding issues to be resolved.
- 4.3. The Townships Chief Administrative Officer will provide written approval for any works prior to the registration of the agreement.

5. ENTRY BY MUNICIPALITY

- 5.1 Notwithstanding any additional authority in law, the Municipality, by its officers, servants, agents and contractors, for the life of this Agreement are entitled to enter on the Lands or any part thereof as well as any buildings or structures erected thereon to inspect the construction, operation and maintenance of the works, services and facilities on the Lands for the purposes of determining compliance with this Agreement.

6. COMPLETION DATE

- 6.1 The Developer 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.

7. DEFAULT

- 7.1 In the event the Developer 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 Developer, 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 Developer by invoice and may be recovered in like manner as municipal taxes pursuant to the Municipal Act.

8. FACILITIES AND WORK TO BE PROVIDED AND MAINTAINED

- 8.1 The Developer 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.

9. CERTIFICATE OF COMPLIANCE

- 9.1 Upon the satisfactory completion of all matters and things to be provided and maintained by the Developer pursuant to this Agreement, the Developer 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.

10. NOTICE TO PARTIES

- 10.1 Any Notice by any party to this agreement to another shall be given in writing and mailed or delivered to the Party:

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):

1159305 ONTARIO INC.

1530 Ventnor Road
Spencerville Ontario K0E 1X0

In the case of the Developer:

SKYVIEW BESS INC.

200 Wellington Street, West
Toronto Ontario M5V 3C7

11. SEVERABILITY:

- 11.1 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 Developer 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

- 12.1 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

- 13.1 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, 1159305 ONTARIO INC

John Dobbie

I have the authority to bind the corporation.

DEVELOPER, SKYVIEW BESS INC.

Keaton Lever

I have the authority to bind the corporation.

**CORPORATION OF THE TOWNSHIP OF
EDWARDSBURGH CARDINAL**

Mayor

Clerk

We have the authority to bind the corporation.

SCHEDULE "A"
DESCRIPTION OF THE PROPERTY

206 DOBBIE ROAD
Concession 8 E 1/2, Part Lot 2
TOWNSHIP OF EDWARDSBURGH CARDINAL

PIN: 681380171

ROLL NUMBER: 070170104500300

SCHEDULE "B"
DRAWING LIST

The following drawings shall form part of this Schedule:

1. Drawing 2556A
Site Plan
Dated 2025-09-15
Prepared by MHBC
2. Drawing SKY_BEES-C-DWG-05100-1-A
Overall Site Plan
Revision A, Dated 2025-08-29
Prepared by Tulloch
3. Drawing SKY_BEES-C-DWG-05100-2-A
BEES and Substation Layout Plan
Revision A, Dated 2025-08-29
Prepared by Tulloch
4. Drawing SKY_BEES-C-DWG-05100-3-A
Site Grading Plan
Revision A, Dated 2025-08-29
Prepared by Tulloch
5. Drawing SKY_BEES-C-DWG-05100-4-A
Site Grading Sections and Details
Revision A, Dated 2025-08-29
Prepared by Tulloch
6. Drawing SKY_BEES-C-DWG-05100-5-A
Access Road Plan and Profile
Revision A, Dated 2025-08-29
Prepared by Tulloch
7. Drawing SKY_BEES-C-DWG-05100-6-A
Drainage Plan
Revision A, Dated 2025-08-29
Prepared by Tulloch

8. Drawing SKY_BEES-C-DWG-05100-7-A
Erosion Control Plan and Details
Revision A, Dated 2025-08-29
Prepared by Tulloch
9. Drawing SKY_BEES-C-DWG-05100-8-A
Detail and Notes
Revision A, Dated 2025-08-29
Prepared by Tulloch
10. Drawing SKY_BEES-C-DWG-05100-10-A
Turning Moment Simulation, Aerial Fire Truck
Revision A, Dated 2025-08-29
Prepared by Tulloch

SCHEDULE "C"
SUPPORTING STUDY AND REPORT LIST

1. Archaeological Assessment, Stage 1 and 2
Dated 2025-02-21
Prepared by Archaeological Research Associated Ltd.
2. Cultural Heritage Evaluation Report, 114 Dobbie Road
Dated 2025-03-07
Prepared by Archaeological Research Associated Ltd.
3. Cultural Heritage Evaluation Report, 208 Dobbie Road
Dated 2025-03-07
Prepared by Archaeological Research Associated Ltd.
4. Decommissioning Plan
Dated 2025-09-11
Prepared by Skyview
5. Draft Environmental Study Report
Dated 2025-09-08
Prepared by SLR Consulting Ltd.
6. Ecological Report/ Natural Heritage Study
Dated 2025-05-13
Prepared by SLR Consulting Ltd.
7. Emergency Response Plan
Dated 2025-09-11
Prepared by Potentia.
8. Geotechnical Investigation Design Report
Dated 2025-06-19
Prepared by WSP Canada Inc.
9. Geotechnical Investigation Factual Data Report
Dated 2025-06-19
Prepared by WSP Canada Inc.

10. Lighting Study
Dated 2025-09-02
Prepared by Maskwa High Voltage
11. Noise Study
Dated 2025-08-08
Prepared by Aercoustics Engineering Ltd.
12. Record of Engagement
Prepared by SLR Consulting Ltd.
13.  Stormwater Management Report
Dated 2025-05-30
Prepared by WSP Canada Inc.

SCHEDULE "D"
SPECIAL CONDITIONS

1. LOCATION OF BUILDING STRUCTURES AND FACILITIES

- 1.1. Building structures and facilities shall be located as per the approved drawings listed in Schedule "B" to this Agreement and shall comply with the requirements of Township Zoning By-Law No. 2022-37.

2. DELIVERY HOURS AND NOISE

- 2.1. The Developer shall ensure that during development, that deliveries to the site are between the hours of 7:00 a.m. to 7:00 p.m.
- 2.2. The Developer shall adhere to the Township Noise By-Law No. 2021-70, as amended, regarding during development.

3. DRAINAGE AND STORMWATER

- 3.1. Drainage, stormwater, sediment and erosion control shall be managed as per the approved drawings listed in Schedule "B" and the finalized Storm Water Management Report, prepared by WSP Canada Inc, and its approved amendments listed in Schedule "C".
- 3.2. The Developer is responsible for contacting the South Nation Conservation Authority and obtaining any necessary permits or approvals for any alteration to a watercourse, including a stormwater or drainage outlet and any alteration to facilitate access.
- 3.3. The Developer is responsible for contacting the Township and obtain any necessary permits or approvals if any work or maintenance is to be performed on the stormwater management pond is it discharges into a municipal drain (the Ferguson Drain).
- 3.4. That any amendments to the Drainage Plan and the Erosion Control Plan and Details listed in Schedule "B" and to the Stormwater Management Report, and their amendments listed in Schedule "C" shall be reviewed by South Nation Conversation Authority and the Township prior to any development or site works.

- 3.5. The Developer is responsible for demonstrating all that facilities are located above the 1:100-year floodplain elevation, stormwater management facilities will function where drainage is directed towards the 1:100-year floodplain, and access routes have safe access during a 1:100-year flooding event. South Nation Conservation and the Township shall review prior to any development or site works.
- 3.6. The Developer agrees to submit a complete permit application to South Nation Conservation including any technical information, studies and plans necessary for issuance of a permit under Ontario Regulation 41/24 Prohibited Activities, Exemptions and Permits.
- 3.7. Unless otherwise specified on the plans, drawings and reports listed in Schedules "B" and "C", the Developer shall install and construct the development in accordance with the guidelines of the Township, South Nation River Conservation Authority and any provincial or federal laws, regulations, standards and guidelines in effect at the time of the application of a required permit.
- 3.8. The Developer hereby agrees to construct and maintain, in accordance with Schedules "B" and "C" all works which are necessary to provide proper drainage of all lands described in this Agreement, and adjacent lands which drain through the subdivision, including any works necessary for drainage to an outlet outside the site, in accordance with Schedules "B" and "C".
- 3.8.1. It is understood and agreed that such works shall be constructed according to the plan provided by the Developer.
- 3.8.2. The Developer shall, at its own expense, maintain sufficient interim drainage and outlets to provide adequate drainage until pavement and landscaping has been constructed and accepted by the Township. This shall include the installation and removal of culverts, if required, by the Township.
- 3.8.3. Subject to the requirements of Schedule "B" and "C" the Developer agrees not to interfere in any way with the bed and banks or walls of any existing drain or water course, without written permission from Township and South Nation Conservation.
- 3.9. The Developer agrees that granting such permission shall not relieve the Developer of responsibility for any damage caused by such interference and the Developer shall indemnify the Township and South Nation Conservation in relation to any claims against the Township relating to such damage, providing that the Township shall give the Developer, at the Developer's cost, opportunity to defend any such claim.

4. SERVICING

- 4.1. 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.

- 4.2. The Developer is responsible for maintaining any private on-site servicing in good working order.
- 4.3. The Township is not liable to extend municipal services if an on-site water source and/ or on-site sewage disposal service fails.
- 4.4. The Developer is responsible for contacting Hydro One Networks, Enbridge or any other utility or service provider and obtain the necessary permits and approvals prior to development.

5. SITE ACCESS

- 5.1. The site shall be accessed as per the approved drawings listed in Schedule "B".
- 5.2. An entrance permit shall be obtained from the Township for any extension or relocation of the existing entranceway.
- 5.3. No additional entranceways shall be established without the consent of the appropriate road authority.

6. REFUSE STORAGE AND DISPOSAL

- 6.1. 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.
- 6.2. The Developer shall be responsible for the disposal of refuse from his/her/their property.

7. SNOW REMOVAL

- 7.1. Snow removal on the site is the responsibility of the owner.

8. LIGHTING

- 8.1. All outdoor lighting, including fixtures and signs, shall be designed, installed and maintained to prevent light spill over or glare onto the Township Road allowance and neighbouring properties.

9. SEPARATION DISTANCES AND STORAGE

- 9.1. All buildings and structures located on the subject lands shall be located in accordance with tables of separation distances as from time to time be approved by the appropriate public body having jurisdiction.
- 9.2. All materials stored on the subject lands shall be approved and stored in accordance with the requirements of appropriate public body having jurisdiction.

10. MAINTAINANCE OF TRAVELED ROADS

- 10.1. That the Developer, shall enter into a Road Use Agreement with the Township, prior to development.
- 10.2. The Developer is responsible post development, for any damage to the roadway, curbing or any other structure within the road allowance along Dobbie Road as a result of the development and its general maintenance of the site and structures, shall be repaired or replaced at the Developers cost, to the satisfaction of the township or authority.
- 10.3. Failure to maintain the roadway in a safe state may result in the township conducting the works and transferring the costs of the works to the Developer.
- 10.4. The Developer is required to enter into a Road Use Agreement prior to the decommissioning and phasing of the site with the Township.

11. EMERGENCY RESPONSE

- 11.1. The Developer shall ensure that the approved Emergency Response Plan, prepared by Potentia listed in Schedule "C", be followed, in case or cases of emergency, such as, but not limited to fire/smoke, explosions, bomb threats, floods, spills and releases, medical emergencies, power outages, severe weather, shelter-in-place, vehicle incidents and violence/assault.

12. ARCHAEOLOGICAL

- 12.1. A Stage 1 and 2 Archaeological Assessment, prepared by Archaeological Research Ltd listed in Schedule "C" and deemed that the site did not result in the identification of any archaeological material.
- 12.2. In the event that deeply buried or previously undiscovered archaeological deposits are discovered in the course of development or site alteration, the Developer shall immediately cease all work 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.
- 12.3. In the event that human remains are encountered, the Developer shall immediately cease all work, 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.

13. DECOMMISSIONING

- 13.1. The Developer shall decommission the site and return it to its pre-development state as the site reached the end of its operational life.
- 13.2. The Developer shall follow the Decommissioning Plan, prepared by Skyview listed in Schedule "C" and all approved amendments to the plan.
- 13.3. The Developer recognizes that the decommissioning of the site may be in a phased manner. The Developer shall obtain a Road Use Agreement with the Township as per clause 10.4.
- 13.4. The Developer is responsible for contacting the Township Building Department and obtain a demolition/removal permit, prior to the commencement of any work.
- 13.5. The Developer is responsible for contacting the South Nation Conservation Authority to obtain any necessary permits or approvals, prior to the commencement of any decommissioning work.

- 13.6. The Developer is responsible for contacting Hydro One Networks, Enbridge or any other utility or service provider and obtain the necessary permits and approvals prior to the commencement of any decommissioning work.

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

BY-LAW NO. 2025-59

**“A BY-LAW TO AUTHORIZE THE EXECUTION OF A SITE PLAN CONTROL
AGREEMENT WITH JF DOBBIE AND SONS LIMITED AND SKYVIEW BESS
INC.”**

WHEREAS The Council of the Corporation of the Township of Edwardburgh Cardinal deems it advisable to enter into a Site Plan Control Agreement with JF Dobbie and Sons Limited and Skyview BESS Inc., respecting the development of a property described as:

114 DOBBIE ROAD
Concession 8, PART Lot 1
RP 15R-12216, Parts 2,4,6,8 and 10
TOWNSHIP OF EDWARDSBURGH CARDINAL
PIN: 681380175
ROLL NUMBER: 070170104500203

AND WHEREAS Authority is granted under Section 41 of the Planning Act, RSO 1990, to the Council of the Corporation of the Township of Edwardburgh/Cardinal to enter into and amend such an agreements;

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

1. That the Mayor and Interim Clerk are hereby authorized to execute a site plan agreement with JF Dobbie and Sons Limited and Skyview BESS Inc.; and that said agreement and its schedules are attached hereto as Schedule ‘A’ and forming part of this bylaw.
3. That this by-law shall come into force and take effect upon date of passing.

Read a first and second time in open Council this 16th day of October, 2025.

Read a third and final time, passed, signed and sealed in open Council this 16th day of October, 2025.

Mayor

Interim Clerk

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

THIS AGREEMENT made in triplicate this ____ day of _____, 2025

BETWEEN:

JF DOBBIE AND SONS LIMITED

Hereinafter called the "Owner"

of the first part,

- and -

SKYVIEW BESS INC.

Hereinafter called the "Developer"

of the second part.

- and -

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH CARDINAL

Hereinafter called the "Township" or "Municipality"

of the third part.

WHEREAS: The Council of the Corporation of the Township of Edwardsburgh Cardinal deems it advisable under Section 41 of the Planning Act, RSO 1990, to enter into a Site Plan Control Agreement with the property Owner, JF DOBBIE AND SONS LIMITED., and the Developer, SKYVIEW BESS INC. respecting the development of a property being more particularly described in Schedule 'A' attached;

AND WHEREAS: the Developer has applied to the Township in accordance with the Site Plan Control provisions of By-law No. 2023-47, to enter into a site plan control agreement between the Owner, JF DOBBIE AND SONS LIMITED the Developer SKYVIEW BESS INC. and the Township of Edwardsburgh Cardinal.

AND WHEREAS: the Developer 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 By-law.

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 Developer to the Municipality, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. LAND TO WHICH THIS AGREEMENT APPLIES

- 1.1 The Owner, the Developer and the Township recognizes that this development will be constructed on a portion of two abutting lots municipally addressed as 114 Dobbie Road and 206 Dobbie Road, and that a site plan control agreement will be registered to both titles and will be applied only to the area as per the drawings as described in Schedule "B" to this agreement.
- 1.2 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

- 2.1 The Developer undertakes and agrees that prior to the commencement of any development, redevelopment, site alteration, construction or other works, the Developer shall obtain all necessary permits and approvals required by the Government of Canada, the Province of Ontario or any agency thereof, the Township and any other affected agency.
- 2.2 The Developer 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

- 3.1 The Developer 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.
- 3.2 That the documents listed in Schedule "B" and Schedule "C" are available at the Township Office. The documents are the property of the Developer and cannot be reproduced without the permission of the Developer or through a Request for Information application through the Township.

- 3.3 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" - Drawing List

Schedule "C" – Supporting Studies and Reports List

Schedule "D" - Special Conditions

4. REGISTRATION OF AGREEMENT AND COMMENCEMENT OF WORK

- 4.1 The Developer covenants that he/she/they shall not commence any development or site alteration whatsoever until this Agreement is registered on title against the land Owner at the expense of the Developer.
- 4.2. The Developer may submit a written request to commence with site servicing, grading and/or foundation work to the Township, prior to registration of the Site Plan Agreement. The Township shall be satisfied that all required sign off and approvals have been obtained and that there are no further outstanding issues to be resolved.
- 4.3. The Townships Chief Administrative Officer will provide written approval for any works prior to the registration of the agreement.

5. ENTRY BY MUNICIPALITY

- 5.1 Notwithstanding any additional authority in law, the Municipality, by its officers, servants, agents and contractors, for the life of this Agreement are entitled to enter on the Lands or any part thereof as well as any buildings or structures erected thereon to inspect the construction, operation and maintenance of the works, services and facilities on the Lands for the purposes of determining compliance with this Agreement.

6. COMPLETION DATE

- 6.1 The Developer 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.

7. DEFAULT

- 7.1 In the event the Developer 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 Developer, 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 Developer by invoice and may be recovered in like manner as municipal taxes pursuant to the Municipal Act.

8. FACILITIES AND WORK TO BE PROVIDED AND MAINTAINED

- 8.1 The Developer 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.

9. CERTIFICATE OF COMPLIANCE

- 9.1 Upon the satisfactory completion of all matters and things to be provided and maintained by the Developer pursuant to this Agreement, the Developer 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.

10. NOTICE TO PARTIES

- 10.1 Any Notice by any party to this agreement to another shall be given in writing and mailed or delivered to the Party:

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):

JF DOBBIE AND SONS LIMITED

1530 Ventnor Road
Spencerville Ontario K0E 1X0

In the case of the Developer:

SKYVIEW BESS INC.

200 Wellington Street, West
Toronto Ontario M5V 3C7

11. SEVERABILITY:

- 11.1 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 Developer 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

- 12.1 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

- 13.1 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, JF DOBBIE AND SONS LIMITED

John Dobbie

I have the authority to bind the corporation.

DEVELOPER, SKYVIEW BESS INC.

Keaton Lever

I have the authority to bind the corporation.

**CORPORATION OF THE TOWNSHIP OF
EDWARDSBURGH CARDINAL**

Mayor

Clerk

We have the authority to bind the corporation.

SCHEDULE "A"

DESCRIPTION OF THE PROPERTY

114 DOBBIE ROAD

Concession 8, Part Lot 1

RP 15R-12216, Parts 2, 4, 6, 8 and 10

TOWNSHIP OF EDWARDSBURGH/CARDINAL

PIN: 681380175

ROLL NUMBER: 070170104500203

SCHEDULE "B"
DRAWING LIST

The following drawings shall form part of this Schedule:

1. Drawing 2556A
Site Plan
Dated 2025-09-15
Prepared by MHBC
2. Drawing SKY_BEES-C-DWG-05100-1-A
Overall Site Plan
Revision A, Dated 2025-08-29
Prepared by Tulloch
3. Drawing SKY_BEES-C-DWG-05100-2-A
BEES and Substation Layout Plan
Revision A, Dated 2025-08-29
Prepared by Tulloch
4. Drawing SKY_BEES-C-DWG-05100-3-A
Site Grading Plan
Revision A, Dated 2025-08-29
Prepared by Tulloch
5. Drawing SKY_BEES-C-DWG-05100-4-A
Site Grading Sections and Details
Revision A, Dated 2025-08-29
Prepared by Tulloch
6. Drawing SKY_BEES-C-DWG-05100-5-A
Access Road Plan and Profile
Revision A, Dated 2025-08-29
Prepared by Tulloch
7. Drawing SKY_BEES-C-DWG-05100-6-A
Drainage Plan
Revision A, Dated 2025-08-29
Prepared by Tulloch

8. Drawing SKY_BEES-C-DWG-05100-7-A
Erosion Control Plan and Details
Revision A, Dated 2025-08-29
Prepared by Tulloch
9. Drawing SKY_BEES-C-DWG-05100-8-A
Detail and Notes
Revision A, Dated 2025-08-29
Prepared by Tulloch
10. Drawing SKY_BEES-C-DWG-05100-10-A
Turning Moment Simulation, Aerial Fire Truck
Revision A, Dated 2025-08-29
Prepared by Tulloch

SCHEDULE "C"
SUPPORTING STUDY AND REPORT LIST

1. Archaeological Assessment, Stage 1 and 2
Dated 2025-02-21
Prepared by Archaeological Research Associated Ltd.
2. Cultural Heritage Evaluation Report, 114 Dobbie Road
Dated 2025-03-07
Prepared by Archaeological Research Associated Ltd.
3. Cultural Heritage Evaluation Report, 208 Dobbie Road
Dated 2025-03-07
Prepared by Archaeological Research Associated Ltd.
4. Decommissioning Plan
Dated 2025-09-11
Prepared by Skyview
5. Draft Environmental Study Report
Dated 2025-09-08
Prepared by SLR Consulting Ltd.
6. Ecological Report/ Natural Heritage Study
Dated 2025-05-13
Prepared by SLR Consulting Ltd.
7. Emergency Response Plan
Dated 2025-09-11
Prepared by Potentia.
8. Geotechnical Investigation Design Report
Dated 2025-06-19
Prepared by WSP Canada Inc.
9. Geotechnical Investigation Factual Data Report
Dated 2025-06-19
Prepared by WSP Canada Inc.

10. Lighting Study
Dated 2025-09-02
Prepared by Maskwa High Voltage
11. Noise Study
Dated 2025-08-08
Prepared by Aercoustics Engineering Ltd.
12. Record of Engagement
Prepared by SLR Consulting Ltd.
13.  Draft Stormwater Management Report
Dated 2025-05-30
Prepared by WSP Canada Inc.

SCHEDULE "D"
SPECIAL CONDITIONS

1. LOCATION OF BUILDING STRUCTURES AND FACILITIES

- 1.1. Building structures and facilities shall be located as per the approved drawings listed in Schedule "B" to this Agreement and shall comply with the requirements of Township Zoning By-Law No. 2022-37.

2. DELIVERY HOURS AND NOISE

- 2.1. The Developer shall ensure that during development, that deliveries to the site are between the hours of 7:00 a.m. to 7:00 p.m.
- 2.2. The Developer shall adhere to the Township Noise By-Law No. 2021-70, as amended, regarding during development.

3. DRAINAGE AND STORMWATER

- 3.1. Drainage, stormwater, sediment and erosion control shall be managed as per the approved drawings listed in Schedule "B" and the finalized Storm Water Management Report, prepared by WSP Canada Inc, and its approved amendments listed in Schedule "C".
- 3.2. The Developer is responsible for contacting the South Nation Conservation Authority and obtaining any necessary permits or approvals for any alteration to a watercourse, including a stormwater or drainage outlet and any alteration to facilitate access.
- 3.3. The Developer is responsible for contacting the Township and obtain any necessary permits or approvals if any work or maintenance is to be performed on the stormwater management pond is it discharges into a municipal drain (the Ferguson Drain).
- 3.4. That any amendments to the Drainage Plan and the Erosion Control Plan and Details listed in Schedule "B" and to the Stormwater Management Report, and their amendments listed in Schedule "C" shall be reviewed by South Nation Conversation Authority and the Township prior to any development or site works.

- 3.5. The Developer is responsible for demonstrating all that facilities are located above the 1:100-year floodplain elevation, stormwater management facilities will function where drainage is directed towards the 1:100-year floodplain, and access routes have safe access during a 1:100-year flooding event. South Nation Conservation and the Township shall review prior to any development or site works.
- 3.6. The Developer agrees to submit a complete permit application to South Nation Conservation including any technical information, studies and plans necessary for issuance of a permit under Ontario Regulation 41/24 Prohibited Activities, Exemptions and Permits.
- 3.7. Unless otherwise specified on the plans, drawings and reports listed in Schedules "B" and "C", the Developer shall install and construct the development in accordance with the guidelines of the Township, South Nation River Conservation Authority and any provincial or federal laws, regulations, standards and guidelines in effect at the time of the application of a required permit.
- 3.8. The Developer hereby agrees to construct and maintain, in accordance with Schedules "B" and "C" all works which are necessary to provide proper drainage of all lands described in this Agreement, and adjacent lands which drain through the subdivision, including any works necessary for drainage to an outlet outside the site, in accordance with Schedules "B" and "C".
- 3.8.1. It is understood and agreed that such works shall be constructed according to the plan provided by the Developer.
- 3.8.2. The Developer shall, at its own expense, maintain sufficient interim drainage and outlets to provide adequate drainage until pavement and landscaping has been constructed and accepted by the Township. This shall include the installation and removal of culverts, if required, by the Township.
- 3.8.3. Subject to the requirements of Schedule "B" and "C" the Developer agrees not to interfere in any way with the bed and banks or walls of any existing drain or water course, without written permission from Township and South Nation Conservation.
- 3.9. The Developer agrees that granting such permission shall not relieve the Developer of responsibility for any damage caused by such interference and the Developer shall indemnify the Township and South Nation Conservation in relation to any claims against the Township relating to such damage, providing that the Township shall give the Developer, at the Developer's cost, opportunity to defend any such claim.

4. SERVICING

- 4.1. 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.

- 4.2. The Developer is responsible for maintaining any private on-site servicing in good working order.
- 4.3. The Township is not liable to extend municipal services if an on-site water source and/ or on-site sewage disposal service fails.
- 4.4. The Developer is responsible for contacting Hydro One Networks, Enbridge or any other utility or service provider and obtain the necessary permits and approvals prior to development.

5. SITE ACCESS

- 5.1. The site shall be accessed as per the approved drawings listed in Schedule "B".
- 5.2. An entrance permit shall be obtained from the Township for any extension or relocation of the existing entranceway.
- 5.3. No additional entranceways shall be established without the consent of the appropriate road authority.

6. REFUSE STORAGE AND DISPOSAL

- 6.1. 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.
- 6.2. The Developer shall be responsible for the disposal of refuse from his/her/their property.

7. SNOW REMOVAL

- 7.1. Snow removal on the site is the responsibility of the owner.

8. LIGHTING

- 8.1. All outdoor lighting, including fixtures and signs, shall be designed, installed and maintained to prevent light spill over or glare onto the Township Road allowance and neighbouring properties.

9. SEPARATION DISTANCES AND STORAGE

- 9.1. All buildings and structures located on the subject lands shall be located in accordance with tables of separation distances as from time to time be approved by the appropriate public body having jurisdiction.
- 9.2. All materials stored on the subject lands shall be approved and stored in accordance with the requirements of appropriate public body having jurisdiction.

10. MAINTAINANCE OF TRAVELED ROADS

- 10.1. That the Developer, shall enter into a Road Use Agreement with the Township, prior to development.
- 10.2. The Developer is responsible post development, for any damage to the roadway, curbing or any other structure within the road allowance along Dobbie Road as a result of the development and its general maintenance of the site and structures, shall be repaired or replaced at the Developers cost, to the satisfaction of the township or authority.
- 10.3. Failure to maintain the roadway in a safe state may result in the township conducting the works and transferring the costs of the works to the Developer.
- 10.4. The Developer is required to enter into a Road Use Agreement prior to the decommissioning and phasing of the site with the Township.

11. EMERGENCY RESPONSE

- 11.1. The Developer shall ensure that the approved Emergency Response Plan, prepared by Potentia listed in Schedule "C", be followed, in case or cases of emergency, such as, but not limited to fire/smoke, explosions, bomb threats, floods, spills and releases, medical emergencies, power outages, severe weather, shelter-in-place, vehicle incidents and violence/assault.

12. ARCHAEOLOGICAL

12.1. A Stage 1 and 2 Archaeological Assessment, prepared by Archaeological Research Ltd listed in Schedule "C" and deemed that the site did not result in the identification of any archaeological material.

12.2. In the event that deeply buried or previously undiscovered archaeological deposits are discovered in the course of development or site alteration, the Developer shall immediately cease all work 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.

12.3. In the event that human remains are encountered, the Developer shall immediately cease all work, 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.

13. DECOMMISSIONING

13.1. The Developer shall decommission the site and return it to its pre-development state as the site reached the end of its operational life.

13.2. The Developer shall follow the Decommissioning Plan, prepared by Skyview listed in Schedule "C" and all approved amendments to the plan.

13.3. The Developer recognizes that the decommissioning of the site may be in a phased manner. The Developer shall obtain a Road Use Agreement with the Township as per clause 10.4.

13.4. The Developer is responsible for contacting the Township Building Department and obtain a demolition/removal permit, prior to the commencement of any work.

13.5. The Developer is responsible for contacting the South Nation Conservation Authority to obtain any necessary permits or approvals, prior to the commencement of any decommissioning work.

- 13.6. The Developer is responsible for contacting Hydro One Networks, Enbridge or any other utility or service provider and obtain the necessary permits and approvals prior to the commencement of any decommissioning work.

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

BY-LAW NO. 2025-60

**“A BY-LAW TO ADOPT, CONFIRM AND RATIFY MATTERS DEALT WITH BY
RESOLUTION”**

WHEREAS Section 5(3) of the Municipal Act 2001, SO 2001, Chapter 25, as amended, provides that the powers of a municipality shall be exercised by by-law;

AND WHEREAS in many cases, action which is taken or authorized to be taken by the municipality does not lend itself to the passage of an individual by-law;

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

1. That the actions of the Township of Edwardsburgh Cardinal, at its meeting held on October 16, 2025 in respect of recommendations contained in the reports of committees considered at the meeting and in respect of each motion, resolution and other action taken by the Township of Edwardsburgh Cardinal at its meeting are, except where the prior approval of the Ontario Municipal Board or other authority is required by law, hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this by-law.
2. That the Mayor and the appropriate officials of the Township of Edwardsburgh Cardinal are hereby authorized and directed to do all things necessary to give effect to the actions of the Council of the Township of Edwardsburgh Cardinal referred to in the preceding section.
3. That except as otherwise provided, the Mayor and Clerk are authorized and directed to execute all documents necessary on behalf of the Township of Edwardsburgh Cardinal.

Read, passed, signed and sealed in open Council this 16 day of October, 2025.

Mayor

Interim Clerk