

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

BY-LAW NO. 2021-15

**“A BY-LAW TO AUTHORIZE AN AGREEMENT WITH EDWARDSBURGH
DEVELOPMENTS INC. WITH RESPECT TO REVIEW AND PROCESSING FOR
PLANNING APPLICATIONS”**

WHEREAS the Municipal Council of the Township of Edwardsburgh Cardinal has received planning application(s) from Edwardsburgh Developments Inc. with regard to a plan of subdivision; and

WHEREAS the Township of Edwardsburgh Cardinal Bylaw 2019-75 provides for when the cost of processing an application exceeds the planning fee, the municipality may issue an itemized invoice for those costs; and

WHEREAS the Township of Edwardsburgh Cardinal Bylaw 2019-75 provides that Municipal Council may enter into an agreement with the applicant wherein the estimated costs are anticipated to substantially exceed those prescribed within the bylaw; and

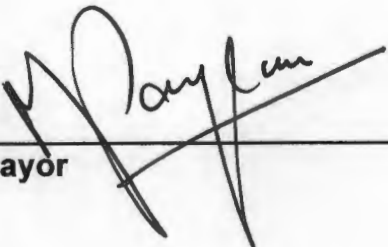
WHEREAS the Council of the Corporation of the Township of Edwardsburgh Cardinal deems it desirable to enter into an agreement with Edwardsburgh Developments Inc. with regard to costs associated with said planning application(s);

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

1. That the Mayor and Clerk are hereby authorized to execute the review and processing agreement for planning application(s) attached as Schedule “A” on behalf of the Township of Edwardsburgh Cardinal.
2. That Schedule “A” shall form part of this by-law.
3. That this by-law shall come into force and take effect on the date of passing.

Read a first and second time in open Council this 22 day of March, 2021.

Read a third and final time, passed, signed and sealed in open Council this 22 day of March, 2021.



Mayor



Clerk

**THE TOWNSHIP OF EDWARDSBURGH/CARDINAL
REVIEW AND PROCESSING AGREEMENT FOR PLANNING APPLICATIONS**

THIS AGREEMENT

MADE IN TRIPLICATE THIS 25 DAY OF May, 2021.

BETWEEN:

EDWARDSBURGH DEVELOPMENTS INC.
(the "Owner")

-AND-

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL
(the "Township")

WHEREAS the Owner, or the authorized agent, has submitted a planning application to the Township of Edwardsburgh/Cardinal;

AND WHEREAS in order to undertake the review and processing of such an application or applications, the Township may be required to engage and retain surveyors, legal counsel, planning consultants or other professional services;

AND WHEREAS the Owner agrees to reimburse the Township for such expenditures incurred, including administration staff time and other associated expenses required to carry out the review and the processing of the application or applications in question;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants and conditions hereinafter expressed, the parties hereby agree as follows:

1. The Owner shall, notwithstanding whether the said application receives approval, reimburse the Township an amount equal to all incurred expenditures for the review and processing of the said application or applications.
2. The Council of the Township may, by written notification to the Owner within (30) days of the execution of this Agreement, require that the Owner submit additional financial security in order to meet the anticipated costs to the Township. The amount requested, including the form of the financial security to be provided, shall be

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BETWEEN EDWARDSBURGH DEVELOPMENTS INC.
AND THE TOWNSHIP OF EDWARDSBURGH/CARDINAL**

determined by the Township upon the recommendation of their counsel and/or planning consultants.

3. Where no additional form of security has been requested within the prescribed period pursuant to paragraph 2 of this Agreement, the Township shall provide an itemized statement of account with supporting documentation to date and the Owner shall pay to the Township the amount due within thirty (30) days from the date of invoice. All past due accounts will be charged interest and subject to the Township's collection policies.
4. It is further agreed that should the said application be referred to the Local Planning Appeal Tribunal, the owner will deposit the required fees as set out in By-law 2019-75. Where additional costs are anticipated or incurred by the Township, the provisions of paragraph 2 or 3 shall apply.
5. The Owner may stop the processing of said application at any time by notifying the Clerk of the Township by registered mail.
6. Within thirty (30) days of the date of final approval or cessation of the review process, the Township shall provide an itemized statement of account with supporting documentation to date, including any financial security utilized, and shall remit the balance, including any form of financial security on hand if applicable.
7. The Owner hereby agrees to indemnify and save harmless, the Corporation of the Township of Edwardsburgh/Cardinal, including its officers, of all liability which may result from the review and the processing of the said application.
8. This Agreement and everything herein contained shall be binding on the parties hereto, their respective heirs, executors, administrators, successors and assigns.

REVIEW AND PROCESSING AGREEMENT
BETWEEN EDWARDSBURGH DEVELOPMENTS INC.
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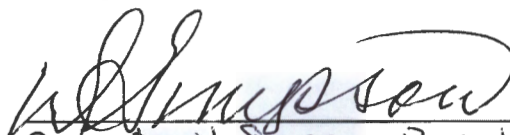
IN WITNESS WHEREOF the Owner has hereunto set his hand and seal, and the Township has hereunto affixed its corporate seal by the hands of its proper signing officers authorized in that behalf this 25 day of May, 2021

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Witness

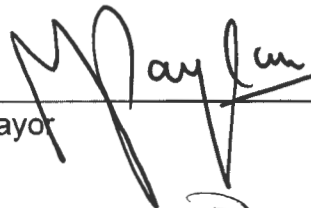


EDWARDSBURGH
DEVELOPMENTS INC.


Owner David Simpson, President
I have the authority to bind the
Corporation

THE CORPORATION OF THE
TOWNSHIP OF
EDWARDSBURGH/CARDINAL

Per: Mayor



Per: Clerk

