

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

BY-LAW NO. 2026-46

**“A BY-LAW TO AUTHORIZE THE MAYOR AND CAO TO EXECUTE A
DEMOLITION AGREEMENT WITH THE ESTATE OF MARLENE NOWELL AS
AUTHORIZED BY RENEE DESJARDINS FOR THE REPAYMENT
OF DEMOLISHING 77 ADELAIDE ST. CARDINAL”**

WHEREAS Section 8 (1) of the *Municipal Act 2001*, S.O. 2001, c. 25, as amended, states that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; and

WHEREAS Section 8 (2) of the *Municipal Act 2001*, S.O. 2001, c. 25, as amended, states that in the event of ambiguity, the ambiguity shall be resolved so as to include, rather than exclude, municipal powers that existed before the Municipal Act, 2001 came into force; and

WHEREAS Section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides municipalities with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

WHEREAS Municipal Council deems it desirable to enter into a demolition agreement with the estate of Marlene Nowell as authorized by Renee Desjardins for the repayment to the municipality for the undertaking of the demolition of 77 Adelaide St. Cardinal;

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

1. That the Mayor and CAO are hereby authorized to enter into an agreement with the Estate of Marleen Nowell as authorized by Renee Desjardins for the repayment of \$25,242.81 – being the total cost associated with the demolition at Plan 25 Part Lots 616, 618 and 621, RP 15R92 Pt 29, Roll #0701 702 005 41229 and known as Civic Address 77 Adelaide Street Cardinal ON;
2. That a copy of the demolition agreement shall be attached to this by-law as Schedule "A" and shall form part of this by-law;
3. That this by-law shall come into force and take effect on June 8, 2026.

Read a first and second time in open Council this 27th day of August, 2026.

Read a third and final time, passed, signed and sealed in open Council this 27th day of August, 2026.



Mayor Tory Deschamps (Aug 30, 2026 20:38:43 EDT)

Mayor



Clerk

THIS DEMOLITION AND OPTION AGREEMENT made this 5th
day of June, 2026.

B E T W E E N:

**The Estate of Marlene Nowell as authorized by Renee
Desjardins**

(the "Owner")

OF THE FIRST PART

- AND -

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

(the "Municipality")

**OF THE SECOND
PART**

Whereas the Owner owns property in the Village of Cardinal known as 77 Adelaide Street and more particularly described in Schedule "A" attached to and forming part of this Agreement (the "Lands");

And Whereas the structure on the Lands has been declared to be unsafe due to a fire at the residence and the Chief Building Official recommends that the structure be demolished;

And Whereas the Municipality is prepared to undertake the demolition of the structure pursuant to the terms of this Agreement to ensure the safety of the public;

And Whereas the Owner agrees that the costs of the demolition shall be repaid to the Municipality.

Now Therefore in consideration of the covenants and agreements contained herein, the sufficiency of which are expressly acknowledged, the Owner and Municipality agree with each other as follows:

1. The Owner acknowledges and agrees that the structure located on the Lands has been inspected by the Chief Building Official and determined to be unsafe and the Owner confirms his agreement that the structure must be demolished in order to ensure public safety.
2. The Owner hereby appoints the Municipality as his agent for purposes

of demolishing the structure and for that purpose grants to the Municipality permission to enter on the Lands with such contractors as in the Municipality's sole discretion are necessary to demolish the structure.

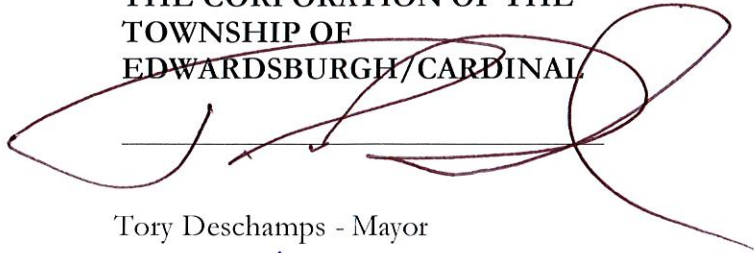
3. The Municipality agrees to demolish the structure on the basis that it is acting as agent for the Owner and will, for this limited purpose, be considered the Constructor pursuant to the *Occupational Health and Safety Act* ("OSHA"). The Owner acknowledges and agrees that it shall remain the Owner for purposes of OSHA.
4. The Owner shall ensure that all utilities have been disconnected abandoned and/or removed and made safe for demolition to the satisfaction of the Municipality in advance of any demolition activity occurring.
5. The Municipality agrees to comply with all OSHA requirements and indemnify the Owner for any breach of OSHA which is the responsibility of the Municipality or any contractor in law for whom it is responsible.
6. The Owner shall indemnify and hold harmless the Municipality, its elected officials, employees and agents against any and all claims, demands, actions, costs, losses or expenses (collectively, "claims") related in any way to the demolition of the structure on the Lands except for claims arising from the gross negligence of the Municipality.
7. The Owner acknowledges and agrees to maintain a comprehensive policy of insurance for the duration of this Agreement to the satisfaction of the Municipality and to provide proof of insurance upon request. The Municipality acknowledges and agrees that it has in place and will maintain for the term of this Agreement sufficient insurance given the nature of the work to be performed. Any contractor supplying labour or materials in furtherance of the work contemplated by this Agreement shall be obliged to have insurance deemed sufficient by the Municipality for the work.
8. The Owner acknowledges and agrees that it has satisfied itself that the demolition shall not breach any covenant or obligation owed to any third party lender and the Owner's indemnity above extends to any claims by any person or entity claiming diminution in the value of collateral for any registered or unregistered interest in the Lands.
9. The Municipality shall have full discretion to sort all materials on site and to recycle, repurpose or landfill any material resulting from the demolition.
10. The Municipality shall pay for all costs incurred to demolish the structure on the Lands and to return the Lands to a level and graded condition. The Municipality shall provide a full accounting to the Owner of all costs incurred, together with such supporting invoices and proof

of payment as the Owner may require. The total amount of demolition costs incurred by the Municipality shall be determined by the Municipality in its sole discretion and shall not be subject to challenge by the Owner.

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11. The Owner agrees to repay all costs incurred by the Municipality under this Agreement within 10 years or (120) months of the date the Municipality requests payment. The outstanding amount shall bear interest in the amount of four percent (4%) per annum.
 12. The Owner may make part payments in its discretion or make a full payment at any time within the one-hundred-and twenty-month (120) month period provided for in this Agreement.
 13. This agreement may be registered on title to the property by the Municipality.
 14. This agreement shall ensure the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto respectively.

IN WITNESS WHEREOF the parties hereto have hereunto executed this agreement.

THE CORPORATION OF THE
TOWNSHIP OF
EDWARDSBURGH/CARDINAL

A large, stylized signature in dark ink, written over a horizontal line.

Tory Deschamps - Mayor

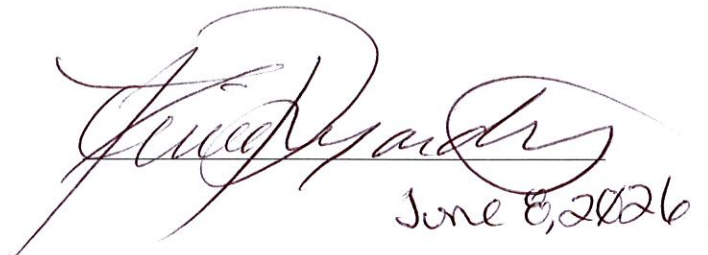
A signature in blue ink, written over a horizontal line.

Sean Nicholson - CAO

We have authority to bind the Corporation

Renee Desjardins

I have the authority to bind the estate

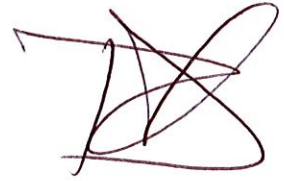
A large, stylized signature in dark ink, written over a horizontal line.

June 8, 2026.

SCHEDULE "A"

Legal Description

Plan 25 Part Lots 616, 618 & 621 RP 15R92 Pt 29 Roll # 0701 702 005 41229 and
known as Civic 77 Adelaide Street Cardinal ON.



2026-46 Demo Payment Agreement By-law

Final Audit Report

2026-08-31

Created:	2026-08-25
By:	Rebecca Crich (rcrich@twpec.ca)
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"2026-46 Demo Payment Agreement By-law" History

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