



## **Community Improvement Plan Agreement**

### **BETWEEN:**

**William Tibben & Nantaya Harjula**

(87 Main Street, Morrisburg, Ontario. K0C 1X0)

('The Recipient')

OF THE FIRST PART

**And**

**The Corporation of the Municipality of South Dundas**

('The Municipality')

OF THE SECOND PART

### **WHEREAS:**

The Recipient is the registered owners of the property located at 87 Main Street, Morrisburg, Ontario. K0C 1X0, referenced as PLAN 44, PT LT 27A and operates as Gregor's Place.

The Recipients has applied for and the Municipality has agreed to provide financial assistance towards the costs of improvements to the building at the above location under the Sign Grant and Commercial Improvement Loan initiatives of the Municipalities' Community Improvement Plan (CIP):

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein:

1. The Municipality will provide financial assistance to the Recipient for the work(s) described in 'Schedule A' under the Grants and Commercial Improvement Loan initiatives as follows:
  - a) An amount up to \$2,000 (two-thousand dollars) shall be provided to the Recipient in the form of a Non-Repayable Façade Grant and;
  - b) The final amount of each grant will be calculated on the eligible expenses contained in the final invoices provided to the Municipality for verification;
  - c) Grants will be paid upon receipt of the project invoices and will be based on the final calculation of 50% of eligible expenses to a maximum amount indicated above in point 1a;
  
2. An amount up to \$10,000 (ten thousand dollars) shall be provided to the Recipient (upon receipt of all project invoices) in the form of a Commercial Improvement Loan, of which:
  - a) The Loan shall be interest free for the term of the Agreement unless the Loan is in default or the Recipient falls into arrears regarding any municipal accounts i.e. taxes, water/sewer charges etc. By falling into arrears, the full loan amount will become immediately payable;
  - b) The Municipality will release the Commercial Improvement Loan funds upon receipt of all project invoices for the work completed, photos of the completed work, property deed and pin number are provided and confirmation that any required building permits were obtained (if they were required).
  
3. The Recipient shall repay the Loan as follows:
  - a) The term of the Loan shall be 5 years and the annual principal amount of the Loan coming due in each year shall be added to the Recipients' municipal tax account and collected in the same manner as taxes as per 'Schedule B'; interest charges will apply in accordance with the Municipal Act and the Municipalities' Property Tax Billing and Collections policy, if not paid within the timeframe provided on the billing.

4. The Recipient acknowledges that the Loan and any interest thereon shall form a lien or charge upon the property until the Loan has been repaid in full. This authority to register this lien against the property referred to in this agreement is granted to the Municipality in Section 28(10) of the Planning Act, RSO 1990. Further the cost to register the loan against the property will be added to the loan amount and collected as part of the last loan payment in the 5<sup>th</sup> year.
5. Should the property be sold prior to the fulfilment of the terms of the Agreement, the financial obligations shall immediately become due and payable, and shall be paid in full by the Recipient(s) before legal title can be transferred to the purchaser.
6. Works under the Community Improvement Plan shall be completed within one year of the date of this Agreement or the Agreement shall become null and void.
7. Pictures showing the results of the improvements from the grant funds provided along with all project invoices for verification are required before grant funds are provided.

## GENERAL PROVISIONS

- **Enurement and Assignment.** This Agreement shall enure to the benefit of and be binding upon the Parties and their heirs, administrators, successors and permitted assigns. Neither Party shall assign this Agreement, or any part thereof, without the prior written approval of the other Party, which approval may be:
  - (a) withheld; or

(b) given subject to such terms & conditions as the other Party may require.

- **Waiver.** No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.
- **Entire Agreement.** This Agreement includes the attached Schedule A and embodies the entire agreement with regard to matters dealt with in this Agreement and supersedes any understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution.
- **Freedom of Information.** Understands and agrees that this Agreement and any materials or information provided to the Municipality may be subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56.
- **Severability.** All paragraphs, terms and conditions of this Agreement are severable, and the invalidity, illegality, or unenforceability of any such paragraph, term or condition shall be deemed not to affect the validity, enforceability or legality of the remaining paragraphs, terms and conditions.
- **Amendments.** No additions, deletions or modifications to the provisions of this Agreement shall be effective unless agreed to in writing by both Parties.
- **Agreement to Govern.** If there is any inconsistency between this Agreement and any Schedule to this Agreement, this Agreement shall govern.

IN WITNESS WHEREOF, the Parties have signed this Agreement as at the  
\_\_\_\_\_ day of \_\_\_\_\_, 2019

**THE CORPORATION OF THE  
MUNICIPALITY OF SOUTH DUNDAS  
Per:**

Steven Byvelds, Mayor

Brenda Brunt, Director of Corporate Services/Clerk

Recipient

## **SCHEDULE 'A'**

### **Application for 33 Main Street, Morrisburg, Ontario. K0C 1X0**

- a) To removal old restaurant tile floor and install new floor.
- b) Install new counter space and relocate sink to improve workspace and restaurant aesthetics.
- c) To install new façade windows to improve the façade and improve energy efficiency.

## SCHEDULE 'B'

### Commercial Improvement Loan – Reimbursement Schedule (Loan and registration fee\*)

<b><u>Billing Date</u></b>	<b><u>Amount</u></b>
February 2020	\$2000.00
February 2021	\$2000.00
February 2022	\$2000.00
February 2023	\$2000.00
February 2024	\$2000.00
<b><u>Total Loan Payments</u></b>	<b><u>\$10,000.00</u></b>
February 2024*	\$339.00

\*Indicates the repayment of the registration on title fee