



Community Improvement Plan Agreement

BETWEEN:

Dean Cassell

(12467 County Road 2, 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 owner of the property located at 12467 County Road 2, Williamsburg, Ontario and operates as Cassell Roofing.

The Recipient 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 Façade Grant and Sign Grant 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(s) for the work(s) described in 'Schedule A' under the Façade Grant initiative as follows:
 - a) An amount up to \$4,000.00 (four thousand dollars) shall be provided to the Recipient(s) in the form of a Non-Repayable Façade Grant and \$250.00 (two hundred and fifty dollars) in the form of a Sign Grant as per the conditions in the Community Improvement Plan;
 - b) Final grant amount will be calculated on 50% of the eligible expenses contained in all the final invoices that need to be provided to the Municipality for verification and before payment is made.

2. Pictures showing the results of the improvements are to be provided at the completion of the project for verification along with Property Deed and PIN number before funds are issued.
3. 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.

GENERAL PROVISIONS

4. **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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **Amendments.** No additions, deletions or modifications to the provisions of this Agreement shall be effective unless agreed to in writing by both Parties.
10. **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 12467 County Road 2, Morrisburg, Ontario K0C 1X0

To upgrade the façade of the building by installing new siding and decorative stone. Also, to install awnings over the main window and the front entrance to the building.