

**EXECUTION AGREEMENT
COMMUNITY IMPROVEMENT GRANT**

THIS AGREEMENT made this X day of X, 2026

BETWEEN:

<LEGAL NAME OF OWNER/APPLICANT OR COMPANY NAME>

(hereinafter called the "Applicant")

- and -

THE MUNICIPALITY OF SOUTH HURON

(hereinafter called the "Municipality")

WHEREAS the Applicant <is the registered owner > or <has authority from the registered owner> of the lands in the Municipality which are more particularly described as XLegal DescX (hereinafter known as "the Site");

AND WHEREAS the Applicant has applied to the Municipality for a Community Improvement Grant (hereinafter called "the Grant") under the XGrant nameX Grant of the Municipality's Community Improvement Plan (CIP);

AND WHEREAS Section 28 of the *Planning Act*, R.S.O. 1990, c.P.13 as amended, permits a Municipal Council to provide loans and grants to property owners in a designated area for the purposes of community improvement;

AND WHEREAS the Site is located within a designated community improvement project area;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Applicant and the Municipality hereby covenant, promise and agrees as follows:

1. DEFINITIONS

The words and phrases defined in this paragraph shall, for all purposes of this Agreement shall, for all purposes of this agreement supplemental hereto, have the meaning herein specified, unless the context expressly or by necessary implication otherwise requires:

- (1) **"Agreement"** shall mean this Execution Agreement.

“Applicant” shall mean the individual, group, corporation, etc. who have applied to receive funds under the Community Improvement Program and who have entered into this agreement.

“Required Receipts” shall mean the documentation describing what works were completed by the Applicant and the associated costs. Required Receipts shall mean proof of payment in full, and may take the form of a cancelled cheque, or signed paid invoices from an independent contractor.

“The Site” shall mean the building to which the Applicant has applied for grant money and intends to renovate, rehabilitate, etc.

“Works” shall mean the works and services to be completed by the Applicant as described in the application form identified in Schedule 1.

2. PAYMENT

- (1) The Municipality shall commit monies for payment to the Applicant, for the completion of the works specified in Schedule “1” of the Agreement, for no more than \$_____.
- (2) The total value of the grant monies provided shall not exceed the value of the work completed. More specifically, the Final Amount payable by the Municipality shall be determined by the Required Receipts and shall be the lesser of __ percent of the total costs or \$_____ and shall not exceed the amount specified in Subsection 2(1).
- (3) The Applicant acknowledges and agrees that the payment referred to in Subsection 2(1) is for the purpose of improving the Site.
- (4) Furthermore, the Applicant acknowledges and agrees that the payment referred to in Subsection 2(1) shall only be provided subject to the conditions as established in Section 3 of this Agreement.

3. CONDITIONS

- (1) Grants are not payable by the Municipality until such time as all taxes outstanding have been paid to the Municipality. Grants are also not payable by the Municipality until such time as all possible assessment appeals directly relating to the project grant have been filed and decided. If property taxes are owing on the Site for more than one full year, the Municipality will have the option, without notice and at its own discretion, of terminating the grant payments, thereby eliminating all grant

obligations to the Applicant.

- (2) If all or a portion of the Site is demolished within one year of the Grant being paid by the Municipality it shall cause the grant to be forfeited and be repayable to the Municipality. It is to be repaid on, or before, the first day of municipal tax collection following the demolition. Demolition, in part, may be permitted entirely at the discretion of the Municipality without a requirement for repayment, but only in those instances where a written request by the property owner is received and a corresponding letter of permission is granted by the Municipality prior to the Demolition occurring.
- (3) The Applicant will be responsible for ensuring that they can be contacted by the Municipality for the purpose of delivering the grant payment. If applicants cannot be reached over a protracted period (greater than one year), the Municipality will have the option, without notice and at its own discretion, of terminating the grant payment, thereby eliminating all grant obligations to the Applicant.
- (4) The Applicant will complete all approved Works within eighteen (18) months of receiving Approval. Expiration date will be: _____. Failure to do so will result in the forfeit of the grant. An extension may be approved at the sole discretion of the CIP Administrator and Chief Administrative Officer provided a written request was submitted by the Applicant at least two (2) months prior to the expiry of the grant.

In the event that any portion of the approved project remains incomplete, as determined by the Municipality, on the final completion date and an extension was not requested or granted, neither the funding nor any portion thereof shall be payable by the Municipality and the Municipality shall not be liable for any loss, costs or damages arising as a result of the applicant's failure to obtain funding due to the failure to complete the approved project within the project completion timeframe. No grant payment will be made at any time prior to the completion of the planned project in its entirety.

- (5) Prior to the issuance of the grant monies by the Municipality, the Applicant agrees to provide all Required Receipts to the Municipality for review and the Municipality may, at its discretion, refuse payment of the grant or a portion thereof if the Municipality is not satisfied that the Required Receipts adequately account or describe what works and associated costs were undertaken.
- (6) Prior to the issuance of the grant monies by the Municipality, the Applicant agrees to permit the Chief Building Official or their designate to enter onto the property for the purposes of inspecting the works undertaken. The Municipality may, at its discretion, refuse payment of the grant or a portion thereof if, in the opinion of the

Chief Building Official, the works undertaken were not in accordance with good workmanship and / or do not meet the requirements of any municipal, provincial, or federal building or safety regulation.

- (7) The Applicant may be required at the discretion of the Municipality to post a sign advertising the Community Improvement Program for a period of no more than two months. Said sign shall be provided by the Municipality and be posted in a location visible from the street.
- (8) The Applicant authorizes the Municipality to take photographs of The Site and/or location of the Works that are in relation to the approved grant. Photographs may be taken before, during and/or after the Works are completed and said photographs may be used at the Municipality's discretion, for reporting, promotional, educational, or other similar purposes.

4. DECLARATIONS

IN WITNESS WHEREOF < LEGAL NAME OF APPLICANT > has hereunto affixed its corporate seal attested by the hands of its duly authorized officers.

<LEGAL NAME OF APPLICANT>

I have the authority to bind the corporation

IN WITNESS WHEREOF the CORPORATION OF THE MUNICIPALITY OF SOUTH HURON has hereunto affixed its corporate seal, attested by the hands of its duly authorized officers.

THE CORPORATION OF THE MUNICIPALITY OF SOUTH HURON

Rebekah, Musya-Collinson, CAO

I have the delegated authority to bind the Corporation. By-law Number XX-2026

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SCHEDULE "1"

ATTACH PDF OF THE ORIGINAL APPLICATION FORM, COPY OF REPORT FROM CIP
REVIEW TEAM, APPROVAL FROM CAO.

DRAFT