

THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT

COMMUNITY IMPROVEMENT PLAN GRANT AGREEMENT

(to be prepared by the Municipality for signature by the Recipient following approval of Grant Application)

THIS AGREEMENT dated this _____ day of _____,

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT (the Municipality)

- AND -

_____, (the Recipient)

GENERAL INFORMATION			
Recipient's Contact Information	Name:		
	Mailing Address:		
	Telephone No.:	Fax No.:	
	Email Address:		
Recipient's Representative (if any) Contact Information	Name:		
	Mailing Address:		
	Telephone No.:	Fax No.:	
	Email Address:		
Subject Property (includes land and buildings)	Owner's Name:	Municipal Address:	Legal Description:
Grant Approved	Grant Program:		Amount of Grant:
Grant Approved	Grant Program:		Amount of Grant:
Brief Project Description(s)			
Construction Dates:	Construction Start Date:		Construction End Date:

BACKGROUND:

1. Pursuant to Section 28 of the Planning Act, R.S.O. 1990, c.P.13, the Council of the Municipality of Sioux Lookout adopted an amended Community Improvement Plan for the Municipality of Sioux Lookout (the CIP) on March 25, 2024.
2. For the purpose of implementing the CIP, the Municipality has established Grant Programs pursuant to which property and business owners of lands and buildings within the CIP Project Areas may apply for grants to use towards the eligible costs of improvements in the CIP Project Areas (each a "Grant Program").
3. The Recipient has applied, either directly or through an Agent, to the Municipality to receive grant monies pursuant to the Grant Program(s) to assist the Recipient in funding the Project(s) approved by the Sioux Lookout Community Improvement Plan Application Review Committee (CIPARC or the Committee) or Council, as the case may be, as detailed in the CIP Application.
4. The grant will be provided to the Recipient subject to the Recipient (a) entering into this Agreement, with the Municipality; (b) completing the Project as approved by the Committee or Council and in accordance with the Application and the Terms and Conditions of this Agreement.

NOW THEREFORE the Parties agree as follows:

1.0 DEFINITIONS, INTERPRETATION AND GENERAL PROVISIONS

1.1 Definitions: The terms in this Agreement will have the following meanings:

- (a) "Agreement" means this Agreement, all of the schedules listed in Section 1.5 (Entire Agreement), if any, and any amending Agreement(s) entered into pursuant to Section 1.4 (Amendments).
- (b) "Authority" or "Authorities" means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement and/or the Project.
- (c) "Building Code Act" means the Ontario *Building Code Act*, 1992, S.O. 1992, c.23, as amended or superseded.
- (d) "CBO" means the individual appointed from time to time as the Chief Building Official for the Municipality pursuant to Section 3(2) of the *Building Code Act*.
- (e) "CIP" means the Community Improvement Plan approved by Council of the Municipality pursuant to Section 28 of the Planning Act, R.S.O. 1990, c.P.13, on March 25, 2024, known as "Sioux Lookout Community Improvement Plan".
- (f) "Eligible Costs" means the costs described as eligible in Section 5 of the CIP.
- (g) "Events of Default" has the meaning ascribed to in subsection 6.1.
- (h) "Final Completion" means the completion of the Project in its entirety, including all final payments to contractors having been made and holdbacks released.
- (i) "Grant" or "Grant(s)" means the money the Municipality has agreed to provide to the Recipient pursuant to the terms of this Agreement to assist in funding the Project.
- (j) "Grant Program" means a Grant Program provided for in the CIP.
- (k) "Parties" mean all the parties listed in the introductory clause of this Agreement, and "Party" has a corresponding meaning and shall refer to any one of the Parties, as the case be.
- (l) "Project" means the works proposed by the Applicant to be carried out on the Subject Property as shown on Page 1.
- (m) "Recipient" means the person/business that has been approved to receive a Grant.
- (n) "Requirements of Law" means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all Authorities.
- (o) "Subject Property" means the lands described on Page 1.
- (p) "Municipality" means The Corporation of the Municipality of Sioux Lookout.
- (q) "Treasurer" means the individual appointed from time to time as the Treasurer for the Municipality pursuant to Section 286(1) of the *Municipal Act*, 2001, S.O. 2001, c.25.

1.2 General Interpretation:

- (a) Words in the singular include the plural and vice-versa; words in one gender include all genders.
- (b) The Background and the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement.
- (c) Any reference to dollars or currency will be in Canadian dollars and currency.
- (d) Every obligation of the Recipient under this Agreement shall be deemed to include "at the expense of the Recipient", unless specifically stated otherwise.

1.3 Recitals: The recitals to this Agreement form an integral part of this Agreement.

1.4 Amendments: The Agreement may only be amended by a written agreement.

1.5 Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

1.6 Conflict or Inconsistency: In the event of a conflict or inconsistency between this Agreement, the Application and the CIP, the provisions in the CIP shall prevail.

2.0 REPRESENTATION, WARRANTIES, COVENANTS AND ACKNOWLEDGEMENTS

2.1 General Representations: The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) unless otherwise provided for in this Agreement, any information the Recipient provides to the Municipality in support of its request for the Grant including, without limitation, information relating to any eligibility requirements and the Project, was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Subject Property is in good standing with regard to taxes, utility charges or any other legal claim, lien or order that may affect the title of the Subject Property as of the time of signing of this Agreement and must remain in good standing.
- (e) it is not in default of any term, condition or obligation under any agreement with or order of the Municipality; and
- (f) it, the Subject Property and the Project are in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project and the Grant.

2.2 Execution of Agreement: The Recipient represents and warrants that it has the full power and authority to enter into this Agreement and taken all necessary actions to authorize the execution of this Agreement.

2.3 Acknowledgements: The Recipient acknowledges that:

- (a) the Grant is to assist the Recipient in carrying out the Project and not to provide goods or services to the Municipality;
- (b) the Municipality is not responsible for carrying out the Project;
- (c) the Municipality may register this Agreement on the title of the lands guaranteeing all of the improvements where a Grant has been provided;
- (d) the Municipality is bound by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C.M56, and any information provided to the Municipality in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
- (e) notwithstanding the above, the following public information may be included in Municipal media releases and/or promotional material, and the Recipient shall allow this information to be released:
 - (i) information regarding the Grant amount(s) issued and under which Program(s);
 - (ii) addresses of the Subject Property(ies);
 - (iii) the nature of the Project(s) and possible photographs thereof; and
 - (iv) total investment in the Projects by the private sector; and
- (f) the Recipient may be requested to participate in a review of the CIP Programs in the future.

3.0 CARRYING OUT THE PROJECT

3.1 Requirements Prior to Applying for a Building Permit: The Recipient acknowledges that, prior to applying for a Building Permit for the Project the Recipient shall have:

- (a) executed this Agreement;

- (b) obtained all necessary road occupancy and other permits and approvals required by any Authorities, or made satisfactory arrangements to do so prior to starting construction;
- (c) submitted the required applications and fees to the Municipality's Development Services Department for Building Permit(s), inclusive of all information as may be required by the CBO; and
- (d) paid to the Municipality all applicable development and other fees as may be required or have made an arrangement satisfactory to the Municipality for payment of same.

3.2 Recipient's Responsibility for Project: The Recipient shall have full responsibility for the Project, including, without limitation:

- (a) complete, diligent and timely implementation of the Project in accordance with the terms and conditions of this Agreement;
- (b) ensuring that the project is started within six months and completed within one year of the execution of this Agreement. Extensions will be considered on a case to case basis.
- (c) the entire cost of the Project, including, without limitation, payment of all Eligible Costs;
- (d) subsequent operation, maintenance, repair, rehabilitation, demolition or reconstruction, as required and as per appropriate standards; and
- (e) undertaking, or causing to be undertaken, any engineering and construction work in accordance with industry or applicable Municipal standards, in conformity with the approved scope and in compliance with the Requirements of Law and of any Building Permit and the *Building Code Act* and no deviation from or modification of the Project shall be made without the written approval of the Municipality.

3.3 Access and Inspection:

- (a) Without limiting any of the statutory powers of the CBO or of any inspector appointed for the purpose of enforcing the *Building Code Act*, the Recipient covenants and agrees that the CBO, and any other designated agent(s) of the Municipality shall have the right, at all times, to inspect the Subject Property and the Project without further notice.
- (b) If in the opinion of the CBO or other Municipal designate, the Project is not being carried out in accordance with the *Building Code Act* or other Requirements of Law or of this Agreement, the CBO may, in the event of an urgent or emergency situation, immediately issue a Stop Work Order for all or any part of the construction for any length of time until the Project has been placed in a satisfactory condition.

3.4 Road Occupancy Permits and Related Matters:

- (a) No construction shall take place on, or cause the obstruction of, any Municipal lands, including highways, unless the Recipient has obtained the proper road occupancy or other permits and, in any event, not prior to sufficient securities having been deposited with the Municipality.
- (b) Without limiting the provisions of any road occupancy or other permit, the Recipient shall at all times keep the Subject Property and the Municipality's lands and highways in reasonable condition and free from public nuisances such as dust, noise, vibration or noxious odours, all hazardous situations and unnecessary debris and refuse and shall properly secure any hazardous or potentially hazardous site situation that may be necessary during the course of construction of the Project.
- (c) The Recipient shall not obstruct ingress or egress to the Subject Property or interfere with traffic flowing along adjoining highways and shall provide all necessary signs and lighting to provide ample warning to the public and any area that poses actual or potential dangers and/or hazards.
- (d) The Recipient shall be responsible for the full costs involved in the relocation of any existing service or utility and shall repair or replace any infrastructure, utilities, existing structure or landscaping located within any highway or other Municipal lands that have been damaged as a result of the Project.

3.5 Waste: The Recipient shall ensure that all refuse and debris associated with the Project are disposed of properly, in an orderly, sanitary and expeditious manner, and in accordance with Municipal construction waste disposal requirements.

3.6 Construction Lien Act:

- (a) The Recipient covenants and agrees that it will hold back in its payments to any contractor on the Project such amounts as may be required under the provisions of the *Construction Lien Act*.

- (b) The obligation of the Recipient to indemnify the Municipality will extend to any matters arising under the *Construction Lien Act*, or any other claim for unpaid accounts.
- (c) On demand by the Municipality, the Recipient will take such steps as may be necessary to immediately discharge all liens registered upon the Subject Property.

4.0 GRANT AND MUNICIPAL COSTS

4.1 Grant Provided: Provided the Recipient is not in default of any of its obligations under this Agreement and subject to the Conditions Precedent below having been met, the Municipality will provide the Grant to the Recipient in accordance with this Agreement.

4.2 Conditions Precedent to Payment of Grant(s): The Municipality shall have no obligation to pay the Grant(s) until the Recipient has:

- (a) obtained a satisfactory final inspection of, and (if applicable) an Occupancy Permit for the Project issued by the Municipality;
- (b) provided to the Manager of Development Services an accounting of all Eligible Costs with supporting invoices;
- (c) demonstrated to the Municipality that Final Completion has been achieved;
- (d) satisfied the Municipality that, in achieving Final Completion for the Project, it has completed the Project in accordance with its Application and in compliance with this Agreement and any other applicable agreements or permits;
- (e) satisfied the Municipality that any Eligible Costs or other costs relating to the Project have been paid in full and that there are no claims or litigation in respect of the Project or the Subject Property;
- (f) satisfied any other additional requirements that may be required by the Municipality.

4.3 Additional Documentation and Audit:

- (a) The Municipality may request any additional documentation or proof of any work claimed to be complete and may request a third-party review or audit of any matter.
- (b) Any third-party audit shall be at the expense of the Recipient.
- (c) Notwithstanding the performance of an audit or the payment of any Grant(s) pursuant to this Agreement, the Municipality shall not be stopped from having such additional audits conducted as it sees fit, in its sole discretion.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance:

(a) Upon execution of this Agreement, the Recipient shall file with the Municipality evidence of the Recipient's General Liability Insurance coverage in the amount of not less than five million dollars (\$5,000,000) per occurrence, identifying the Municipality as an additional insured, and specifically applicable to the Project for which the Grant(s) applies. Evidence of Insurance must be provided on an original Certificate of Insurance issued by the Recipient's insurance company.

(a)(i) Notwithstanding Section 5.1(a), the Municipality will not require insurance if this Agreement is for the Tax Increase Increment Grant.

- (b) The insurance coverage shall be primary and shall not call into contribution any insurance coverage of the Municipality.
- (c) The Municipality reserves the right to increase this limit in the event it identifies additional risks that require further coverage.
- (d) The Recipient shall keep the policy in force until the Project has been completed and approved by the Municipality, or the Municipality otherwise advises that the coverage is no longer required.

5.2 Indemnification: The Recipient will indemnify, defend and hold harmless the Municipality, its appointees, employees, agents, contractors and volunteers from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions,

claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or willful misconduct of the Municipality.

6.0 DEFAULT

6.1 Events of Default: Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Municipality, in its sole discretion, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement including, without limitation, failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) obtain a Building Permit (if applicable);
 - (ii) reaching Final Completion within any timeline specified in this Agreement without a written extension from the Municipality;
 - (iii) complete the Project in accordance with the Application and this Agreement;
 - (iv) make payments to service providers or contractors in connection with the Project;
- (b) the Recipient or the Project no longer meets one or more of the eligibility requirements of the Grant Program;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Municipality discovers that the Recipient has made false or misleading statements, or there is a material omission in the Application upon which a Grant is approved.

6.2 Consequences of Default: If an Event of Default occurs, the Municipality may, at any time, take one or more of the following actions:

- (a) initiate any action the Municipality considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default, in accordance with Section 6.3 of this Agreement;
- (c) delay or suspend the payment of the Grant(s) until such time as the Municipality determines appropriate;
- (d) reduce the amount of the Grant(s) and/or cancel further instalments of the Grant(s);
- (e) demand from the Recipient the payment of any Grant(s) already paid, or an amount equal to any Grant(s) together with interest at a rate to be determined by the Municipality;
- (f) add those amounts referred to in (e) to the tax roll to be collected in like manner as Municipal taxes; and
- (g) terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Municipality upon giving notice to the Recipient of same.

6.3 Opportunity to Remedy:

- (a) If, in accordance with Paragraph 6.2, the Municipality provides the Recipient with an opportunity to remedy the Event of Default, the Municipality will provide the Recipient with a written notice including the particulars of the Event of Default and the period of time in which to remedy.
- (b) In the event that the Recipient does not or cannot remedy the Event of Default within the time set out in the notice or is not proceeding to remedy the Event of Default in a manner that is satisfactory to the Municipality, the Municipality may extend the period to remedy or may initiate any one or more of the other actions provided for in Paragraph 6.2.

6.4 Termination Effective: Termination under this Section 6 will take effect as provided for in any termination notice issued by the Municipality.

7. GENERAL MATTERS

7.1 Assignment:

- (a) The Recipient may not assign the whole or part of this Agreement or any monies due under the Grant(s) without prior written consent of the Municipality. Such consent shall be at the sole discretion of the Municipality and subject to such terms and conditions that may be imposed by the Municipality.
- (b) Without limiting the generality of the conditions which the Municipality may require prior to consenting to an assignment, every assignment must be documented by an agreement between the Recipient, the person to whom the Recipient intends to assign (the "Assignee") and the Municipality, whereby the Recipient and Assignee agree that the Assignee will be bound by all the terms and conditions of this Agreement and will assume all of rights, liabilities and obligations of the Recipient set out in this Agreement.

7.2 Notices:

All notices that are required to be given under this Agreement shall be in writing and shall be delivered personally, sent by mail, or sent by facsimile or by electronic mail to the parties at their respective addresses as set out as follows:

To the Municipality at: Manager of Development Services, Municipality of Sioux Lookout, P. O. Box 158, Sioux Lookout, ON, P8T 1A4; Fax Number: 807-737-3436; E-mail: jbrinkman@siouxlookout.ca

To the Recipient at the Recipient address, fax number and email address set out on Page 1 of this Agreement.

7.3 Extension of Time:

- (a) Time shall always be of the essence in fulfilling the terms of this Agreement.
- (b) Any time limit specified in this Agreement may be extended with the consent in writing of the Parties, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

7.4 Waivers:

- (a) Either Party may, by providing notice in accordance with Paragraph 7.2, waive an obligation under the Agreement.
- (b) Any waiver granted in response to such request will:
 - (i) be valid only if the Party granting the waiver provides it in writing; and
 - (ii) apply only to the specific obligation referred to in the waiver.

7.5 Invalidity or Unenforceability of Any Provision:

The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

7.6 Parties Independent:

The Recipient is not an agent, joint venture, partner or employee of the Municipality, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

7.7 Governing Law:

This Agreement shall be interpreted and governed by the laws of the Province of Ontario.

7.8 Successors and Assigns:

This Agreement shall be binding upon and enure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.

7.9 Rights and Remedies Cumulative:

The rights and remedies of the Province of Ontario under this Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

7.10 Survival:

The following Sections, subsections, paragraphs and all applicable cross-referenced Sections, subsections and paragraphs will continue in full force and effect for a period of 7 years from the date of Final Completion or termination of the Agreement: Section 1 (Definitions, Interpretation and General Provisions), subsection [2.1](#) (General Representations), subsection [3.2](#) (Recipient's Responsibility for Project), subsection [3.3](#) (Access and Inspection), subsection [4.3](#) (Additional Documentation and Audit),

subsection [5.2](#) (Indemnification), subsection [6.1](#) (Events of Default), subsection [7.2](#) (Notices), subsection [7.5](#) (Invalidity or Enforceability of Any Provision), subsection [7.7](#) (Governing Law), subsection [7.8](#) (Successors and Assigns), subsection [7.9](#) (Rights and Remedies Cumulative), and this subsection [7.10](#) (Survival).

8.0 EFFECTIVENESS AND DATE

8.1 Effective Date: This Agreement will become effective when both parties have signed it.

8.2 Date of Agreement: The date of this Agreement will be the date this Agreement is signed by the last party to sign it as indicated by the date associated with that party's signature below.

The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below.

For the Recipient:

Print Name(s)

Signature(s); I/We have the authority to bind the Recipient

Date

For the Municipality:

Doug Lawrance, Mayor

Date

Brian P. MacKinnon, Municipal Clerk

Date