

THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC

BY-LAW NO. 64-25

A BY-LAW TO AUTHORIZE THE EXECUTION OF A COMMUNITY IMPROVEMENT PLAN, ADDITIONAL UNIT GRANT AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC AND MICHAEL AND JULIANNE KLOSS RE: 53 HEMLOCK BLVD., STRATHROY

WHEREAS the *Municipal Act, 2001, S.O. 2001, c. 25, Section 5(1)*, as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS the *Municipal Act, 2001, S.O. 2001, c. 25, Section 5(3)*, as amended, provides that a municipal power, including a municipality's capacity rights, powers and privileges under section 9; shall be exercised by by-law;

WHEREAS Council deems it expedient to enter into a Community Improvement Plan, Additional Unit Grant Agreement with Michael and Julianne Kloss RE: 53 Hemlock Blvd., Strathroy;

NOW THEREFORE BE IT ENACTED BY THE COUNCIL OF MUNICIPALITY OF STRATHROY-CARADOC AS FOLLOWS:

1. **THAT:** the Mayor and the Clerk be authorized to execute on behalf of the Corporation of The Municipality of Strathroy-Caradoc a Community Improvement Plan, Additional Unit Grant Agreement with Michael and Julianne Kloss RE: 53 Hemlock Blvd., Strathroy;
2. **THAT:** this by-law shall come into force and take effect upon the date of its final passing in Open Council.

Read a FIRST, SECOND AND THIRD TIME AND FINALLY PASSED IN OPEN COUNCIL this 20th day of May, 2025.

Colin Grantham, Mayor

Jennifer Pereira, Clerk

**EXECUTION AGREEMENT
COMMUNITY IMPROVEMENT PLAN FUNDING AGREEMENT
(PROGRAM GRANT)**

THIS AGREEMENT made this 20th day of May, 2025

BETWEEN:

***Michael Kloss
Julianne Kloss***

Hereinafter called the "**Applicant**"

- and -

THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC

Hereinafter called the "**Municipality**"

WHEREAS the Applicant is the lessee (tenant) of the lands in the Municipality which are particularly described in the attached Schedule "A" (hereinafter known as "the Site");

AND WHEREAS the Owner is the registered owner of the Site;

AND WHEREAS the Applicant has applied to the Municipality for Additional Unit Grant (hereinafter called "the Grant");

AND WHEREAS Section 28 of the *Planning Act, R.S.O., 1990, c.P.13* 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 an area designated for community improvement;

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

1. DEFINITIONS

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

"Agreement" shall mean this Execution Agreement, which is deemed to be a 'Community Improvement Plan Funding Agreement' within the meaning set out in the Strathroy-Caradoc Community Improvement Plan.

"Applicant" shall mean the individual, group, corporation, etc. who have applied to receive funds under the Community Improvement Plan 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.

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

2. PAYMENT

- 1) The Municipality shall commit monies for a cash payment to the Applicant for the completion of the works specified in Schedule "B" of the Agreement, for no more than \$16,227.57.
- 2) The total value of the grant monies provided shall not exceed 50% of 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 seventy five percent of the total costs of building permit fee; lesser of twenty five percent of the construction costs under the Additional Unit Grant for the construction materials and labour and shall not exceed the amount specified in Subsection 2(1).
- 3) The Applicant acknowledges and agrees that the cash payment referred to in Subsection 2(1) is for the purpose of bringing one additional unit up to the requirements of the building code as described in Schedule "B" of this Agreement.
- 4) Furthermore the Applicant acknowledges and agrees that the cash payment referred to in Subsection 2(1) shall only be provided subject to the conditions as established in Section 3 of this Agreement.

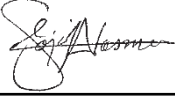
3. CONDITIONS

- 1) Grants are not payable by the Municipality until such time as all taxes outstanding has been paid to the Municipality. Grants are also not payable by the Municipality until such time as all possible assessment appeals 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 to the Municipality.
- 3) Grants will not be paid to applicants who are currently involved in active litigation with the Municipality or to properties having any issues with noncompliance, outstanding work orders (Fire and/or Building) and/or Zoning Orders.
- 4) The Site described in "Schedule A" of the agreement must be occupied to receive the Grant(s). More specifically, Grants issued to commercial and industrial properties must be operational.
- 5) The Applicant and Owner agree to complete the work as described in Schedule 'B' by no later than January 20th, 2026, and in accordance with all applicable licenses, permits, by-laws, building codes and other applicable approvals.
- 6) The Applicant will be responsible for ensuring that they can be contacted by the Municipality for the purpose of delivering the Grant payment. If the Applicant cannot be reached over a protracted period (greater than one year), the Municipality will have the option, without notice at its own discretion, of terminating the Grant payment, thereby eliminating all Grant obligations to the Applicant.
- 7) Prior to the issuance of the Grant monies by the Municipality, the Applicant and Owner agree 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.

- 8) Prior to the issuance of the Grant monies by the Municipality, the Applicant and Owner agree 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 regulations.
- 9) The Applicant may be required at the discretion of the Municipality to post a sign advertising the Community Improvement Plan 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.
- 10) Section 7.3.14 of the Community Incentive Plan ("CIP") provides that: Project works approved for incentive funding under the CIP must be carried out and completed in accordance with the description of project provided in the application and associated supporting materials. Should any works, in the opinion of the Municipality, be inconsistent with the original description of the project, the Municipality may delay, reduce, or otherwise cancel any approved incentives and may require the applicant to repay any incentives dispersed to date.
- 11) If the Municipality requires repayment of any "incentives dispersed to date" in accordance with section 7.3.14 of the CIP, the Applicant and the Owner shall be jointly and severally liable to repay the Municipality all Grant monies disbursed if the Grant monies were disbursed to the Applicant, and if the Grant monies were disbursed to the Owner, the Owner shall be liable to repay the Grant monies to the Municipality.
- 12) The Municipality shall not be responsible for the allocation of costs of the works as between the Applicant and the Owner.
- 13) The Applicant and the Owner represent and warrant that the execution of this Agreement does not violate the Lease or any other agreement entered into between the Applicant and the Owner.
- 14) Proposed works must conform to the Middlesex County Official Plan, Strathroy-Caradoc Official Plan, Strathroy-Caradoc Zoning By-law, and any other applicable planning legislation/documents. Proposed works shall be carried out in accordance with, or exceed, the applicable minimum requirements of the Ontario Building Code and Accessibility for Ontarians with Disabilities Act.
- 15) The Applicant, shall indemnify the Municipality against all actions, causes of action, suits, claims or demands whatsoever which may arise, either directly or indirectly by reason of the Applicant and/or Owner undertaking or failing to undertake the works and other obligations set out in this Agreement. The issuance of an insurance policy shall not relieve the Applicant and/or Owner from its/their responsibility from indemnifying the Municipality for liability not covered by such insurance or in excess of policy limits of such insurance.
- 16) In addition to the foregoing provisions, the Applicant agree to indemnify and hold harmless and defend the Municipality, the Municipality's officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable legal fees, arising out of, or resulting from, Applicant and/or Owner's activities associated with the works, and without limiting the foregoing, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Applicant and/or Owner, its officers, employees, agents, subcontractors, licensees, or invitees.

4. DECLARATIONS

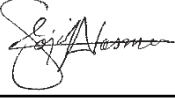
IN WITNESS WHEREOF have hereunto set their hands.



Witness



Michael Kloss



Witness



Julianne Kloss

IN WITNESS WHEREOF the Corporation of the Municipality of Strathroy-Caradoc has hereunto affixed its corporate seal attested by the hands of its duly authorized officers.

THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC

Per: _____
Colin Grantham, Mayor

Per: _____
Jennifer Pereira, Clerk

Authorized By-law No. 64-25

Adopted the 20th day of May, 2025.

[5]

SCHEDULE "A"

53 Hemlock Blvd, PLAN M317 LOT 24

SCHEDULE "B"

Bringing one additional unit up to the requirements of the building code for the building located on lands described in Schedule "A".