

Date of Report: July 28, 2022 Report Number: DA.22.009

Department: Planning and Infrastructure Department

Division: Policy Planning

Subject: DA.22.009 Community Improvement Plan –

Façade Improvement, Landscaping, and Signage Grant Program Application –

CIPG.22.001 (22 Richmond Street)

Purpose:

The purpose of this staff report is to request Council's approval of a Community Improvement Plan grant application under the Façade Improvement, Landscaping, and Signage grant program submitted by Mason Sanglakhi, the owner of 22 Richmond Street.

Recommendation(s):

- a) That Council approve a Community Improvement Plan Façade Improvement grant application submitted by Mason Sanglakhi for improvements to 22 Richmond Street in the amount not to exceed 50% of eligible costs to a maximum of \$25,000, as outlined in DA.22.009.
 - b) That the Mayor and Clerk be authorized to sign the grant agreement to provide the funding identified in Recommendation (a), upon the recommendation of the Commissioner of Planning and Infrastructure;
 - c) That Council delegate approval authority to the Commissioner of Planning and Infrastructure Department to approve assumption agreements to transfer the grant agreement if property ownership changes.
 - d) That Council authorize the Director of Financial Services and Treasurer to issue a cheque(s) to disburse the funding to the applicant after it is determined the project has satisfied all requirements.

Contact Person:

Megan Cobbold, Planner II (Policy) phone number 905-747-6309

Date of Report: July 28, 2022 Report Number: DA.22.009

Page 2

Report Approval:

Submitted by:

Maria Flores, Acting Director of Policy Planning

Approved by:

Kelvin Kwan, Commissioner of Planning and Infrastructure Department

Approved by:

Darlene Joslin, Interim City Manager

All reports are electronically reviewed and/or approved by the Division Director, Treasurer (as required), City Solicitor (as required), Commissioner, and City Manager. Details of the reports approval are attached.

Date of Report: July 28, 2022 Report Number: DA.22.009

Page 3

Background:

Richmond Hill Office Development and Downtown Local Centre Community Improvement Plan:

Council approved the Richmond Hill Office Development and Downtown Local Centre Community Improvement Plan (CIP) in 2018. The CIP is comprised of three grant programs: (1) Tax Increment Equivalent Grant for Office; (2) Building Renovation Grant; and (3) Façade Improvement, Landscaping and Signage Grant. The applicant for 22 Richmond Street is seeking approval for an application made in relation to façade improvements.

The Façade Improvement, Landscaping, and Signage grant program is designed to support aesthetic improvements within the Richmond Hill Business Improvement Area (BIA) boundary. The program provides matching grants (up to 50%) to eligible property owners for building façades, front, rear or side lot landscaping (i.e. publicly accessible parts of private properties), exterior signage improvements or any combination of these three categories of property enhancement. The grant amounts range from \$1,000 up to \$25,000 per property depending on the grant and how many frontages or facades are applicable. Specifically for the façade grant, projects involving one single eligible façade have the opportunity to receive a maximum grant of \$15,000, whereas for projects involving more than one eligible façade, the maximum grant amount is \$25,000.

To be considered for the program, an owner or applicant authorized by the owner must submit an application form and supporting documents including a detailed description of work, and samples of building materials, if applicable.

This report recommends that Council provide the owner of 22 Richmond Street, Mason Sanglakhi, with funding under the Façade Improvement, Landscaping, and Signage grant program to assist with the overall cost of these improvements.

Project Details

Mason Sanglakhi, owner of 22 Richmond Street made an application for funds from the Façade Improvement, Landscaping, and Signage grant program on April 6, 2022. (See Appendix A for the application form). The subject property is located within the Richmond Hill Business Improvement Area (BIA) just west of Yonge Street on the south side of Richmond Street. (See Appendix B for the property location map).

The subject property contains a stand-alone office building clad in a white coloured stucco with black flashing. The building is currently used for medical office use and contains 14 offices. The property also includes a parking lot to the east and south of the building with a portion of the building's parking lot is also located at 18 Richmond Street. (The application form indicates both 18 and 22 Richmond Street, but only 22 Richmond Street is being considered for the grant as that property contains the office building and 18 Richmond Street is used solely for parking).

Date of Report: July 28, 2022 Report Number: DA.22.009

Page 4

The proposed changes will remove the existing stucco on all four façades of the building. The four façades will then be replastered with new stucco in a light grey colour and also will have an acrylic stucco finish installed. The improvements also include new moldings and sills for the windows in a grey colour. (See attached Appendix C for drawings and photos).

Review and Evaluation

The application was considered at the CIP Evaluation Committee Meeting held on June 24, 2022, and the Committee supported the application for CIP grant funding for façade improvements as it meets the principles of the CIP. Although the property is within the site plan control area, site plan approval will not be required. The improvements will also not require a building permit.

Although all four sides of the building are proposed to be improved, the changes will mostly be apparent by the general public on the front and east side facades. Because of the location of the nearby buildings and parking lots, these two facades have greater exposure and are highly visible from Richmond Street and also from Yonge Street. Therefore, the higher grant amount of \$25,000 applies as more than one façade are eligible.

Staff has reviewed the application in relation to the goals, objectives and public benefits as described in the CIP. Although the proposal does not include the creation of new office space, it further supports the CIP as the façade improvements are being made to an office building. Therefore, the proposed façade improvements demonstrate private investment in office buildings which can help support opportunities for local employment in the Village by retaining and continuing office uses over the long term. The review identified that the proposed façade improvements will align with the principles identified in the CIP by:

- Supporting and contributing to revitalization of the Village through façade improvements;
- Enhancing the aesthetic appeal of the Village through façade improvements and any resulting economic spinoff effects, including the potential attraction of new business and development interest;
- Helping to promote investment in the private building stock in the Village, to support a dynamic streetscape;
- Supporting needed office space within Richmond Hill by facilitating office attraction and retention to provide more opportunities for local employment;
- Improving the live/work balance in Richmond Hill and the reduction of outcommuting of residents working in office sectors; and,
- Ensuring the availability of a range of office space in designated Centres along Yonge Street.

Overall, the proposed work will improve the character of Yonge Street within the BIA as it meets the goals, objectives, and public benefits of the CIP.

Date of Report: July 28, 2022 Report Number: DA.22.009

Page 5

Eligible Costs

In accordance with the CIP, the applicant has submitted two quotes for the proposed project in the amount of \$74,000 plus HST and \$69,600 plus HST (see Appendix D for quotes). The following list outlines the list of works to be completed that staff have considered to be eligible costs as per the eligible costs outlined in the CIP:

Eligible Costs

Eligible Cost Description	Eligible Cost Amount
Remove all loose stucco	\$11,000
Recoat/replaster building with cemeticious base coat	\$28,400
Install acrylic stucco finish	\$18,000
Supply and install moldings around windows	\$5,200
Labour, scaffolding, and garbage removal	\$7,000

These eligible costs total \$69,600 plus HST.

Recommended Grant Amount

Based on the review and evaluation of the proposed project including the total eligible costs amount and the quotes, staff are recommending that the applicant receive in the amount not to exceed \$25,000, which is the maximum grant amount per property. If approved, and after it has been determined that the project has been completed and passes an inspection, the grant funds will be disbursed.

Time Period to Complete Project

The grant amount commitment will lapse if the project has not been completed within 6 months of the date of the grant being approved by Council. An extension for up to 6 months may be granted following receipt of a written request from the applicant or tenant authorized by the owner explaining the reasons for the extension and providing a new date of completion. Council may at its discretion adjust these requirements based on the particular circumstances of the construction project which may necessitate approvals from other agencies and/or delays in construction which are not in the control of the applicant to overcome.

Date of Report: July 28, 2022 Report Number: DA.22.009

Page 6

Financial/Staffing/Other Implications:

There is sufficient funds within the CIP budget to award this grant. There are no other financial or staff implications.

Relationship to Council's Strategic Priorities 2020-2022:

The approval of this grant application implements Council's Strategic Priority to be Fiscally Responsible, as investments in these grant programs create spin-off economic benefits. The CIP grant program also provides support to local residents and business owners to enhance Council's priority to have a Strong Sense of Belonging in Richmond Hill, as these improvements create opportunity for new businesses to establish themselves in Richmond Hill, also providing new employment opportunities for area residents.

Climate Change Considerations:

Climate change considerations are not applicable to this staff report.

Conclusion:

Staff have reviewed the proposed grant application and recommends that Council approve a grant in the amount of 50% of eligible costs to a maximum of \$25,000 for the façade improvements to 22 Richmond Street. Given that the total eligible costs for this project are estimated to be \$69,600, this provision of this grant at \$25,000 will result in \$1.78 of private investment for every \$1 of public investment from the City.

Attachments:

The following attached documents may include scanned images of appendixes, maps and photographs. All attachments have been reviewed and made accessible. If you require an alternative format please call the contact person listed in this document.

- Appendix A Application form including description of proposed works
- Appendix B Location map of 22 Richmond Street
- Appendix C Drawings and photos
- Appendix D Quotes for proposed work



1. Application Background

Please fill out the following information to apply for the tax increment equivalent grant, building renovation grant, and/or façade improvement, landscaping, and signage grant programs (each a "Grant Program"). Please refer to the Community Improvement Plan (the "CIP") and the CIP Grant Application Guide for detailed information on each Grant Program and whether the CIP is applicable to your property and the work you are proposing (the "Project"). If you have any questions, contact the Planning and Regulatory Services Department at planning@richmondhill.ca or (905)771-8910.

Submit completed application form along with all supporting documents to planning@richmondhill.ca.

For more information regarding eligibility criteria, submission requirements, application process and terms and conditions of funding, please see the CIP Grant Application Guide available at <u>RichmondHill.ca/CIPgrants</u>.

Notice of Collection, Use, and Disclosure

Personal information collected on this form is collected under the authority of the *Municipal Act*, 2001, S.O. 2001, C. 25, *Planning Act*, *R.S.O. 1990*, *c. P.13* and the *Municipal Freedom of Information and Protection of Privacy Act*, *R.S.O. 1990*, *Chapter M. 45*. The personal information being collected will be used for the purposes of processing grants under the Richmond Hill Office Development and Downtown Local Centre Community Improvement Plan. In addition, all personal information will be made available to the public pursuant to the *Planning Act*. Questions about the collection, use and disclosure can be directed to Policy Planner, 225 East Beaver Creek Road, Richmond Hill, Ontario, L4B 3P4 or by telephone at 905-771-8910.

2. Applicant Information

Applicant*	Registered Owner of Project lands ("Subject Property")			
Name: Mason Sanglakhi (owner of both lands)) Name: 1904306 Ontario Inc. & 1341085 Ontario Inc			
10212 Yonge Street, Suite Mailing Address: 200, Richmond Hill, Ontario L4C 3B6	10212 Yonge Street, Suite Mailing Address: 200, Richmond Hill, Ontario L4C 3B6			
Phone Number: 416-875-5016	Phone Number: 416-875-5016			
Email Address**: mason500@yahoo.ca	Email Address**: mason500@yahoo.ca			

Applicant is:	
Property Owne	1
∐Tenant*	
∐ _{Agent*}	

Municipal address of Subject Property:

18 and 22 Richmond Street, Richmond Hill, Ontario L4C 3Y1 (P.I.N.S. 03166-0617 & 03166-0259)

Legal description of Subject Property (if known):

LOTS 8 and 13 REGISTRAR'S COMPILED PLAN 12003; RICHMOND HILL

^{*}If the applicant is not the registered property owner(s) of the Subject Property, the applicant and property owner must also fill out the Authorization of Registered Owner(s) form (Appendix A).

^{**}By providing your email address, you agree to receive electronic information regarding the Town's programs and services.



Grant Amount Request for

this Application

3. Project Information

Applicable Grants

Grant Program

Please fill out the table below regarding the grant program(s) for your project.	Applicants may be eligible for funding consideration
("Funding") under more than one program per application request subject to p	rogram criteria limitations and restrictions

Estimated Total Value

of Project

Check off applicable

grant

	V				
Tax Increment Equivalent Grant (TIEG)		\$	Information not requir	ed	
Building Renovation Grant		\$	\$		
Façade Improvement Grant	V	\$ 69,600.00	\$		
Landscaping Grant		\$	\$		
Signage Grant		\$	\$		
Will other approvals and/or permits be re	quired to	complete the Project?			
Site Plan or Site Plan amendment Building permit Sign permit	Yes Yes Yes Yes	No Plan or Site Plan amer submission meeting with Planning at planning@pre-submission meeting No	ning By-law amendment adment application, a pro- ill be required. Please co- prichmondhill.ca to requent ag, if applicable.	e- ontact	
f an application is already in process, pleas General Eligibility Criteria for All Grant Pr		ne Town file number:		=	
a) Is the Subject Property located within the Project Area ("CIPA")? (To check, please Guide available at RichmondHill.ca/Cl	e boundar	y of the Richmond Hill Comm CIPA map on page 3 of the C	unity Improvement IP Grant Application	Yes	\square_{N}
b) Is the Application(s) for CIP program su relevant Secondary Plan? (Note: if the F	pport in co Project requ	nformity with the Town's Offic uires an Official Plan Amendn	cial Plan and any nent, it is not eligible.)	Yes	\square_{N}
c) Is the applicant / owner in good standing (i) by-laws of the Town	g with rega	rd to:		Yes	
(ii) property taxes - Please provide	a copy of	your most current tax bill		Yes	\square_{N}
(iii) municipal fees				Yes	\square_{N}
(iv) levies liable on the property				Yes	\square_{N}
(v) outstanding municipal bills				Yes	\square_{N}
(vi) ongoing litigation with the Town(Note: Until such matters are remedied assistance under the CIP will not be ap		ared and/or resolved, applica	tions for	Yes	□ _N
d) Is the applicant either a registered prop				Yes	\square_{N}

to whom the owner has assigned consent to receive assistance under the CIP?

Richmond Hill

GRANT APPLICATION FORM

Richmond Hill Office Development and Downtown Local Centre Community Improvement Plan

4. Applicant Certification (Please read carefully!)

All capitalized terms ha	ve the meanings set	t out in Parts 1, 2,	and 3 of this Application.
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I, Mason Sanglakhi certify that I:
print name of individual Applicant or, if Applicant is a corporation authorized, an authorized signing officer

- (a) am the Applicant named in Part 2 of the Grant Application Form or, if the Applicant is a corporation, an authorized signing officer of the Applicant;
- (b) have reviewed the CIP and all eligibility requirements therein for the purpose of completing this Grant Application Form, and all statements made in and information contained herein in support of my/my company's eligibility as well as in any other supporting document(s) are true to the best of my knowledge and belief
- (c) have no, nor will I have any, direct or indirect pecuniary interest in the preparation of Project cost estimates as may be required and provided with this application or throughout the completion of the Project;
- (d) have no commenced any work or incurred expenses in connection with the Project;

I further certify that I acknowledge and understand that:

- (e) approval of this application is fully at the discretion of the Council of the Town, and the Town may refuse my application for, among other things, if the feasibility of the Project is deemed to be limited;
- (f) should any matters which I have declared above be found to be incomplete or untrue, I will no longer be considered eligible to receive Grant(s) and this application will be terminated and no monies will be advanced;
- (g) further to the Notice of Collection of Personal Information in Part 1 of this Grant Application Form, my personal information may be required to be disclosed to other person or organizations in connection with the processing of this application and the administering of any Grant(s) for which I may be approved, and I consent to such disclosure and use;
- (h) this application and any supporting material, including studies and drawings, filed with this application, upon such filing becomes a record of the Town and further.:
 - the information contained therein will become part of the public record upon inclusion in a report to the Council of the Town seeking approval of the application; and
 - ii. the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 ("MFIPPA"), as amended applies to and governs all records and information related to this application and any approval pursuant to same;
- (i) employees, agents or contractors or other approving agencies may enter the Subject Property for the purposes of collecting information for the review and report on the Application and if this Application is approved, for the purpose of monitoring and inspecting the Project on the Subject Property up to and including such time as either all Grant(s) are disbursed to the Applicant or the Town terminates the Grant(s) and I give such permission as owner of the Subject Property or I have obtained the written permission for such entry from the owner in the form attached as Appendix A;
- (j) the Town reserves the right to conduct credit rating checks as it deems necessary; and
- (k) the payment of the Grant(s) will be made only to me/my company as the applicant, except as set out in (j) below, and is subject to:
 - (i) approval of my/my company's application by Council of the Town;
 - (ii) my/my company's execution of an agreement in the form attached as Appendix B;
 - (iii) my/my company continuing to be the owner or tenant of the Subject Property, as applicable; and
 - (iv) completion of the Project as approved by Council of the Town and in accordance with the agreement referred to above.
- (I) if me/my company wish to transfer to another person (a "new recipient") the right to receive a Grant(s) (or any part thereof in the case of a TIEG) that has not already disbursed, approval of such transfer may be given provided that the request is made in writing a minimum of 30 days' prior to any change in my/my company's status as owner or tenant of the Subject Property; and



i. if the request is made prior to me/my company having finalized an agreement for the Grant(s), an agreement is executed by the new recipient in the form attached as **Appendix B** prior to the transfer; or

INSERT FULL LEGAL NAME OF RECIPIENTI

ii. if the request is made subsequent to me/my company having finalized an agreement for the Grant(s), an agreement is executed by both me/my company and the new recipient whereby we agree that the new recipient will assume all the rights, liabilities and obligations of my/my company in the agreement that has been entered into.

(Signature) Wilness Name: Janet Kiraly	Name: Mason Sanglakhi	(Signature)
(Signature)	Title Director	
Witness Name: Alexandra Sorbara		(Signature)
	Name:	
NAME OF THE PARTY	Title:	
N. Weller	I/We have authority to bind the Recipient	



Janet Kiraly, B.A., J.D.

JK Law Professional Corporation
Barrister, Solicitor & Notary Public
10210 Yonge Street, Unit B
Richmond Hill, Ontario, L4C 3B6
Tel: 289-217-7920 / Fax: 289-217-7922



Submission Checklist

Before submitting your application, please ensure you complete and enclose all of the necessary documents. Please email all documents to planning@richmondhill.ca.

✓	Item
√	Completed grant application form
√	A copy of your most current tax bill
√	All supporting documents required for the grant program to which you are applying. For details on what to include in each of the supporting documents listed below, please see the CIP Grant Application Guide available at <u>RichmondHill.ca/CIPgrants.</u>
	Tax Increment Equivalent Grant (TIEG)
	Project description
	Relevant drawings
	Construction cost summary identifying eligible costs and schedule
	Building Renovation Grant
	Project description
	Relevant drawings
	Two quotes identifying eligible costs
	Construction schedule (if known)
	Façade Improvement, Landscaping, or Signage Grants
[✓ Project description
[✓ Elevation photos
	Elevation drawings showing proposed improvements
ļ	✓ Two quotes identifying eligible costs
ļ	Construction schedule (if known)
ļ	For Façade grant: product samples and specifications
Ļ	For Signage grant: drawings of proposed sign
L	For Landscaping grant: landscape plan
√	Signed Applicant Certification (section 4 of the grant application form)
√	Completed Appendix A – Authorization of Registered Owner(s) (if applicable)

NOTE: Do not fill out "Appendix B – Grant Agreement" attached to the application form at this time. It is to be prepared by the Town after Council approval of the grant application.



Appendix A: Authorization of Registered Owner(s)

Please complete this page is if the applicant is not the registered property owner(s) of the Subject Property.

I/We,	1904306 Ontario Inc. & 1341085 Ontario Inc., being the registered owner(s) of the Subject Property referred to in Part 2 of this Grant
Appli	cation Form, hereby authorize;
1.	hereby authorize Mason Sanglakhi Application Form, to prepare and submit this application for approval; and
2.	grant permission to Town, other municipal and relevant external agency staff to enter upon the Subject Property during regula business hours over the time that this application is under consideration by the Town and, if the application is approved, for the purpose of monitoring and inspecting the Project on the Subject Property up to and including such time as either all grant funds are disbursed to the Applicant or the Town terminates the grant.
Signat	ure of Registered Owner:
Print N	Mason Sanglakhi- Sole Director & Authorized Signing Officer for 1904306 Ontario Inc. & 1341085 Ontario Inc.
Date:	April 5, 2022
Signat	ure of Registered Owner:
Print N	ame:
Date:	



Appendix B - GRANT AGREEMENT

(To be prepared by the Town for signature by the Recipient following Council approval of Grant Application)

THIS AGREEMENT dated **insert**, 20**insert**

BETWEEN:

THE CORPORATION OF THE TOWN OF RICHMOND HILL(the "Town")

and -

[**insert full legal name of Recipient**](the "Recipient")

BACKGROUND:

- 1. Pursuant to Part IV of the Planning Act, R.S.O. 1990, c.P.13, on February 26, 2018, Council of the Town adopted a community improvement plan known as "The Richmond Hill Office Development and Downtown Local Centre Community Improvement Plan" (the "CIP").
- For the purpose of carrying out the CIP, the Town has established grant programs pursuant to which property owners and tenants of lands and buildings within the CIP area may apply for grants to use towards the eligible costs of new development and redevelopment in the CIP area (each a "Grant Program").
- The Recipient has applied to the Town to receive grant monies pursuant to the Grant Program(s) to assist the Recipient in funding the Project approved by Council of the Town as detailed in the Special Provisions below.
- 4. The Council of the Town authorized the entry into this agreement to provide the recipient with the Grant(s), subject to the Recipient (a) completing the Project as approved by Council and in accordance with the terms of this Agreement, including the Special Provisions and the Standard Grant Terms and Conditions set out in Schedule "A".

NOW THEREFORE the Parties agree as follows:

Will English and all	F 71 4 1 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	SPECIAL PROVISIONS	
Recipient Contact Information	Name/Title of Recipient's	Address:	Telephone No.: E-mail:
	Representative:		
Subject Property	Owner Name:	Municipal Address:	Legal Description:
Project Description	See Staff Report attached as Sch	edule "B", as approved by Counci	l by by-ław no. on .
	(check applicable Special Pro	ovisions for approved Grant(s) as	described in Schedule A)
For the purpose property tax incr assessment at the assessment at the assessment by No. The maximum are of determined by all appeals have the lesser of the declining by the obased only on o subject to the owing at any till. Once the amount without limiting a Recipient has: (a MPAC and the reresulted in a tax MPAC re-assessing the maximum are the Town shall he Agreement, commonths, except as the Town shall he Agreement, and if achieved Final Comparison.	ease payable to the Subject Prope e time of approval of the Application of IPAC obtained by the Recipient after nount of the TIEG shall be: the Town upon receipt of a final prope been filed; e Eligible Costs or a declining percen or (10%) percent annually to zero (0%) the Project and not take into consider fown's right to reduce the maximum ame prior to the TIEG being fully disbut of the TIEG has been determined, then yother provision in this Agreement, or compiled with all the provisions of vised assessment added to the tax rincrement; and (e) paid all outstandment. **Tor Building Renovation Grant:* 1 ount of the Grant is \$, and she are no obligation to pay the Grant, or nenced the Project within six (6) monts otherwise set out in the Staff Report for Facade Improvement, Landsca ount of the Grant is \$, and she way no obligation to pay the Grant or the Grant is \$, and she way no obligation to pay the Grant or the Grant of the Grant or any t	IEG, "tax increment" shall mean the right that is attributable to an office of the Project, or such other time as completion of the Project. perty tax re-assessment by the Municitage of the tax increment, starting will operate by the tax increment, starting will operate be assed. The starting will be tax increment, starting will be the tax increment; (b) achieved Final that a starting will be the tax increment; (b) achieved Final to the Town; (d) demonstrated to long property taxes levied on the Sulfall not exceed (%) of the any part thereof, unless the Recipier that the tax increment the starting will not exceed (%) of the any part thereof, unless the Recipier of commenced the Project withing the contraction of the project withing the contraction of the project withing the	ar (and every year thereafter); any reassessment resulting in a reduction of taxes ant in writing of the payment schedule. It pay the TIEG, or any part thereof, unless and until the Completion; (c) had the Subject Property assessed by the satisfaction of the Town that the development has object Property for a minimum of one (1) year after the Eligible Costs. It has complied with all the provisions of this d and achieved Final Completion within eighteen (18) Eligible Costs. It has complied with all the provisions of this
SIGNED, SEALED & DELIVERED on the presence of:	INSERT FULL LEGAL NAI RECIPIENTI	ME OF	THE CORPORATION OF THE TOWN OF RICHMOND HILL
Vitness Name:	Name: Title:	Recommended for E accordance with By-	
Vitness Name:	Name: Title: I/We have authority to bind to	he Recipient	CLERK We have authority to bind the Town



Appendix B – GRANT AGREEMENT

SCHEDULE "A" - STANDARD GRANT TERMS AND CONDITIONS

- **DEFINITIONS, INTERPRETATION AND GENERAL PROVISIONS**
- Definitions: In this Agreement the following terms will have the following meanings:
- "Agreement" means this agreement, all of the schedules listed in Section 1.5 (Entire Agreement), and any amending agreement entered into pursuant to section 1.4 (Amendments);
- "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;
- "Building Code Act" means Ontario Building Code Act, 1992, S.O. 1992, c.23, as amended or superseded;
- "Building Renovation Grant Program" means the grant program described in Section 4.4 of the CIP and pages 43 to 44 of Appendix A Schedule of Program Details of the CIP;
- "CBO" means the individual appointed from time to time as the Chief Building Official for the Town pursuant to Section 3(2) of the Building Code Act;
- "CIP" means the community improvement plan by Council of the Town Pursuant to Part IV of the Planning Act, R.S.O. 1990, c.P.13, on February 26, 2018 known as "The Richmond Hill Office Development and Downtown Local Centre Community Improvement Plan":
- "Eligible Costs" means, with respect to the Tax Increment Equivalent Grant, the costs described as eligible in Section 4.3.2 of the CIP, with respect to the Building Renovation Grant, the costs described as eligible in Section 4.4.2 of the CIP and with respect to the Façade Improvement, Landscape & Signage Grant, the costs described as eligible in Section 4.5.2 of the CIP;
- "Event of Default" has the meaning ascribed to in subsection 6.1:
- Façade Improvement, Landscape & Signage Grant" means the grant program described in Section 4.5 of the CIP and pages 45 to 47 of Appendix A - Schedule of Program Details of the CIP:
- "Final Completion" means the completion of the Project in its entirety, including all final payments having been made and
- "Grant" or "Grant(s)" means the money the Town has agreed to provide to the Recipient pursuant to the terms of this Agreement to assist in funding the Project:
- "Grant Program" means a grant program provided for in the CIP, including the Tax Increment Equivalent Grant and the Building Renovation Grant;
- "Parties" mean all the parties listed in the introductory clause of this Agreement has and "Party" has a corresponding meaning and shall refer to any one of the Parties, as the case be;
- "Project" means the works proposed by the Applicant to be installed on the Subject Property as shown in Schedule "B".
- "Recipient" means the person that has been approved for a Grant;
- "Requirements of Law" means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements
- "Special Provisions" means those additional term applicable to the specific Grant Program under which the Grant has been approved, as set out in the table on the first page of this Agreement;
- "Subject Property" means the lands described in Schedule "A";
 "Tax Increment Equivalent Grant Program" means the grant program described in Section 4.3 of the CIP and pages 40 to 42 of Appendix A – Schedule of Program Details of the CIP;
- "Town" means the Corporation of the Town of Richmond Hill; and
- "Treasurer" means the individual appointed from time to time as the Treasurer for the Town 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; and (d) every obligation of the Recipient under this Agreement shall be deemed to include "at the expense of the Recipient", unless specifically stated otherwise.
- Recitals: The recitals to this Agreement form an integral part of this Agreement
- Amendments: The Agreement may only be amended by a written agreement.
- Entire Agreement: This agreement, including: the Special Provisions; Schedule "A" - Project Description; and this Schedule "B" - Standard Grant Terms and Conditions; 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.
- Conflict or Inconsistency. In the event of a conflict or inconsistency between any of the requirements of the Special Provisions and any requirements of a schedule: (a) Schedule "B" - Project Description will prevail over the Special Provisions and Schedule "A" - Standard Grant Terms and Conditions and (b) the Special Provisions of the Agreement will prevail over Schedule "A" - Standard Grant Terms and Conditions.
- REPRESENTATIONS, WARRANTIES, COVENANTS AND **ACKNOWLEDGEMENTS**
- 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 the Agreement, any information the Recipient provided to the Town 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) it is not in default of any term, condition or obligation under any agreement with or order of the Town; and (d) 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.
- Execution of Agreement: The Recipient represents and warrants that it has the full power and authority to enter into the Agreement and taken all necessary actions to authorize the execution of the Agreement.
- 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 Town; (b) the Town is not responsible for carrying out the Project; and (c) the Town 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 Town in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act
- CARRYING OUT THE PROJECT
- Requirements Prior to Submission of an Application for a Building Permit: The Recipient acknowledges that, prior to submitting an application for a building permit for the Project to the CBO it shall have: (i) 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 Town's Planning and Regulatory Services Department for building permits, inclusive of all information as may be required by the CBO; and; (d) paid to the Town all applicable development and other charges as may be required by the Town or have made an arrangement satisfactory to the Town for payment of same.



Appendix B - GRANT AGREEMENT

SCHEDULE "A" - STANDARD GRANT TERMS AND CONDITIONS

- 3.2 Recipient's Responsibility for Project. The Recipient shall have full responsibility for the Project, including, without limitation: (i) complete, diligent and timely implementation of the Project in accordance with the terms and conditions of the Agreement; (b) the entire cost of the Project, including, without limitation, payment of all Eligible Costs; (c) subsequent operation, maintenance, repair, rehabilitation, demolition or reconstruction, as required and as per appropriate standards; and (d) undertaking, or causing to be undertaken, any engineering and construction work in accordance with industry or applicable Town 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 Town.
- 3.3 Access and Inspection: 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 Town shall have the right, at all times, to inspect the Subject Property and the Project. If in the opinion of the CBO, or other Town 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 been placed in satisfactory condition.
- Road Occupancy Permits and Related Matters: No construction shall take place on, or cause the obstruction of, any Town 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 Town. Without limiting the provisions of any road occupancy or other permit, the Recipient shall at all times keep the Subject Property and the Town'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. 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. 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 Town 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 in an orderly, sanitary and expeditious manner in a disposal area provided by the Recipient. The Town will not be responsible for the removal, disposal or acceptance of refuse and debris.
- 3.6 Construction Lien Act: 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. The obligation of the Recipient to indemnify the Town will extend to any matters arising under the Construction Lien Act, or any other claim for unpaid accounts. On demand by the Town, the Recipient will take such steps as may be necessary to immediately discharge all liens registered upon the Subject Property.
- 4. GRANT AND TOWN 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 Town will provide the Grant to the Recipient in accordance with the Special Provisions.

- 4.2 Conditions Precedent to Payment of Grant(s): The Town shall have no obligation to pay the Grant(s) until the Recipient has: (a) obtained a final inspection of, and (if applicable) an occupancy permit for, the Project by the Town; (b) provided a written request to the Treasurer for the Grant(s), accompanied by an accounting of all Eligible Costs with supporting invoices; (c) demonstrated to the Town that Final Completion has been reached; (d) satisfied the Town 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 Town 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 and (f) satisfied any other additional requirements that may be set out in the Special Provisions.
- 4.3 Additional Documentation and Audit. The Town 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. Any third party audit shall be at the cost of the Recipient. Notwithstanding the performance of an audit or the payment of any Grant(s) pursuant to this agreement, the Town 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: Upon execution of this Agreement, the Recipient shall file with the Town evidence of the Recipients General Liability Insurance coverage in the amount of not less than two million dollars (\$2,000,000) per occurrence, identifies the Town as an additional insured, and is specifically applicable to the project for which this grant applies. Evidence of Insurance must be provided on a Town Certificate of Insurance form, which is available in PDF fillable format at www.richmondhill.ca/certificatesofinsurance. The insurance coverage shall be primary and shall not call into contribution any insurance coverage of the Town. The Town reserves the right to increase this limit in the event it identifies additional risks that require further coverage. The Recipient shall keep the policy in force until the Project has been completed and approved by the Town, or the Town otherwise advises that the coverage is no longer required.
- 5.2 Indemnification. The Recipient will indemnify, defend and hold harmless the Town, 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 wilful misconduct of the Town.
- 6. DEFAULT
- 6.1 Events of Default. Each of the following events will constitute an Event of Default: (a) in the opinion of the Town, 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) and reaching Final Completion within any timeline specified in the Special Provisions; (ii) complete the Project in accordance with the Application; (iii) 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; or (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.
- 6.2 Consequences of Default: If an Event of Default occurs, the Town may, at any time, take one or more of the following actions: (a) initiate any action the Town considers necessary in order to facilitate the



Appendix B - GRANT AGREEMENT

SCHEDULE "A" - STANDARD GRANT TERMS AND CONDITIONS

successful continuation or completion of the Project; (b) provide the Recipient with an opportunity to remedy the Event of Default; (c) suspend the payment of the Grant(s) until such time as the Town 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 Council for the Town; (f) add those amounts referred to in (e) to the tax roll to be collected in like manner as municipal taxes; and (g) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Town upon giving notice to the Recipient of same.

- 6.3 Opportunity to Remedy: If, in accordance with paragraph 6.2, the Town provides the Recipient with an opportunity to remedy the Event of Default, the Town 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. 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 Town, the Town may extend the period to remedy or may initiate any one or more of the other actions provided for in subsection 6.2.
- 6.4 Termination Effective. Termination under this Section 6 will take effect as provided for in any termination notice.
- 7. GENERAL MATTERS
- 7.1 Assignment: 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 Town. Such consent shall be in the sole discretion of the Town and subject to such terms and conditions that may be imposed by the Town. Without limiting the generality of the conditions which the Town 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 Town whereby the Recipient and Assignee agree that the Assignee will be bound by all the terms and conditions of this Agreement and assume all of rights, liabilities and obligations the Recipient in the 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 registered mail, or sent by facsimile or by electronic mail to the parties at their respective addresses as set out as follows: To the Town at: Director of Policy Planning, Town of Richmond Hill, 225 East Beaver Creek Road, Richmond Hill, Ontario L4B 3P4, Fax Number: 905-771-2502, E-mail: [insert] and to the Recipient at the Recipient address, facsimile number and electronic mail address set out in the Special Provisions.
- 7.3 Extension of Time: Time shall always be of the essence in fulfilling the terms of this Agreement. Any time limit specified in this Agreement may be extended with the consent in writing of all 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: Either Party may, by providing notice in accordance with subsection 7.2, as the other Party to waive an obligation under the Agreement. Any waiver granted in response to such request will; be valid only if the Party granting the waiver provides it in writing; and 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 the Agreement will not affect the validity or enforceability of any other provision of the 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 Town, 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 ensure 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 under the 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 expiry 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 (Indemnification), subsection 6.1 (Events of Default), subsection 7.2 (Notice), and 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 7.9.



GRANT APPLICATION FORM Richmond Hill Office Development and Downtown Local Centre

Community Improvement Plan

Appendix B - GRANT AGREEMENT

SCHEDULE "B" - PROJECT DESCRIPTION

[APPROVED COUNCIL STAFF REPORT TO BE ATTACHED]

From: Mason Sanglakhi < mason500@yahoo.ca > Sent: Wednesday, April 6, 2022 12:31 PM

To: Banani Afsana < banani.afsana@richmondhill.ca >

Cc: Christine Lee <christine.lee@richmondhill.ca>; JK Lawfirm Lawclerk <lawclerk@jklawfirm.ca>

Subject: 18 and 22 Richmond Street. Facade improvement application

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CAUTION: This email is from an external source (Sender: Mason Sanglakhi with e-mail address: mason500@yahoo.ca) Please do not click links or open attachments unless you recognize the sender.

Good afternoon Ms. Afsana,

Further to our telephone conversations respecting the above-noted Grant Application, I, Mason Sanglakhi, authorized signing officer and sole director for 1904306 Ontario Inc. & 1341085 Ontario Inc., hereby wish to improve the façade of my property, which is municipally located at 18 & 22 Richmond Street, Richmond Hill.

The lands contain a free-standing medical building with 14 offices. It is my intent to strip and remove the existing stucco on all 4 sides of the building and to re-do the stucco. Additionally, I wish to add moulding and window sills around the existing windows and doors. Finally, I wish to repaint the exterior façade with a new colour, which has been show on the renderings herein attached.

If you have any questions or concerns, please do not hesitate to contact me at 416-875-5016.

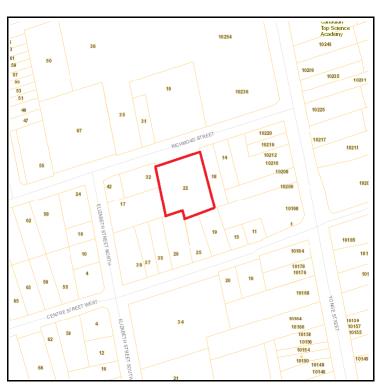
Kind Regards,

Mason Sanglakhi 1341085 Ontario Inc. 200-10212 Yonge Street, Richmond Hill, Ont. L4C 3B6 mason500@yahoo.ca

Tel: 416-875-5016

This e-mail, and any attachments to it, contains CONFIDENTIAL and PROPRIETARY information intended only for the use of the addressee or entity named on the e-mail. If you are not the intended recipient of this e-mail, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any reading, dissemination or copying of this e-mail in error is strictly prohibited. If you have received this e-mail in error, please immediately return it to the sender and delete it from the system. Thank you.

22 Richmond Street

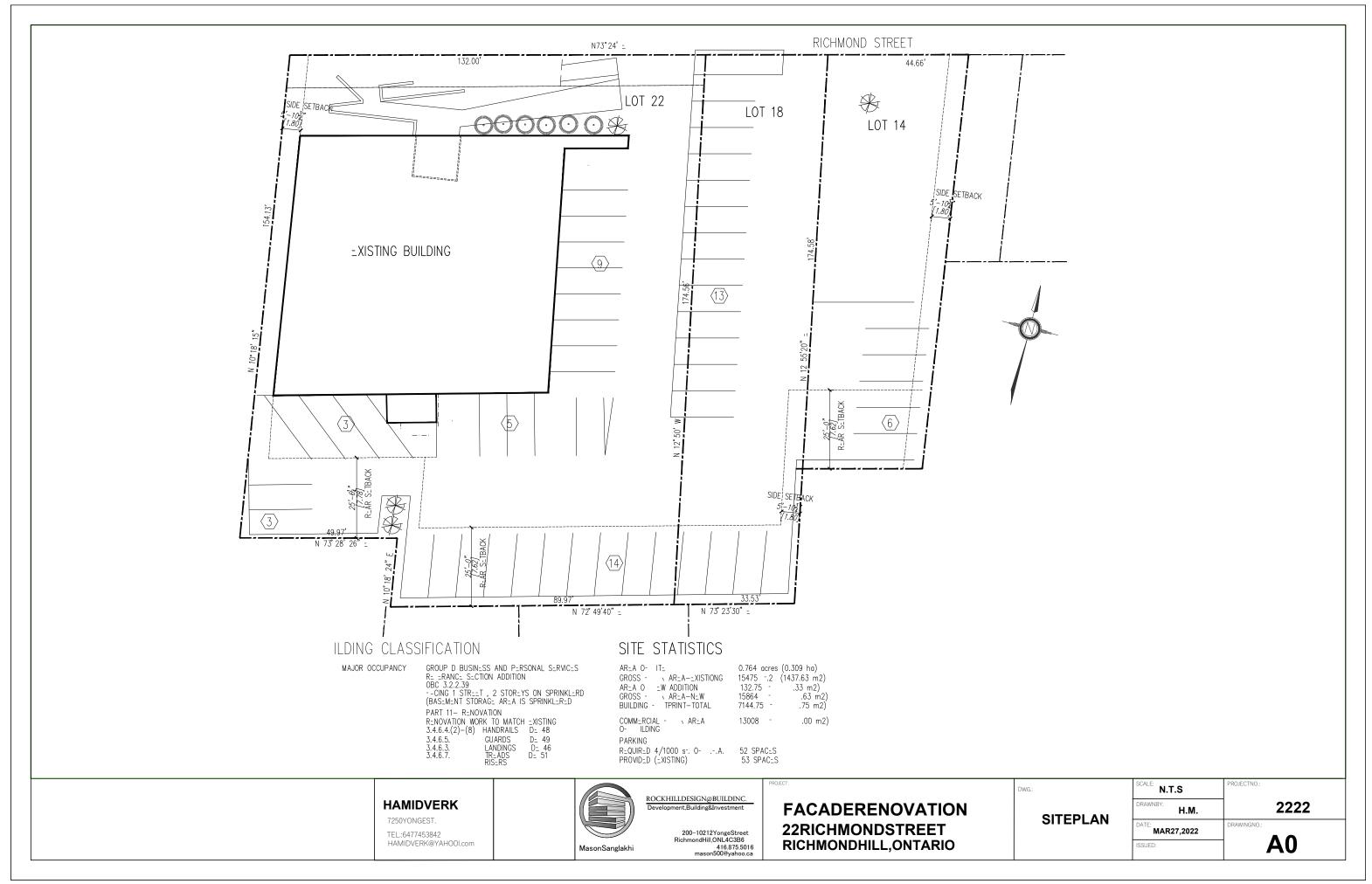


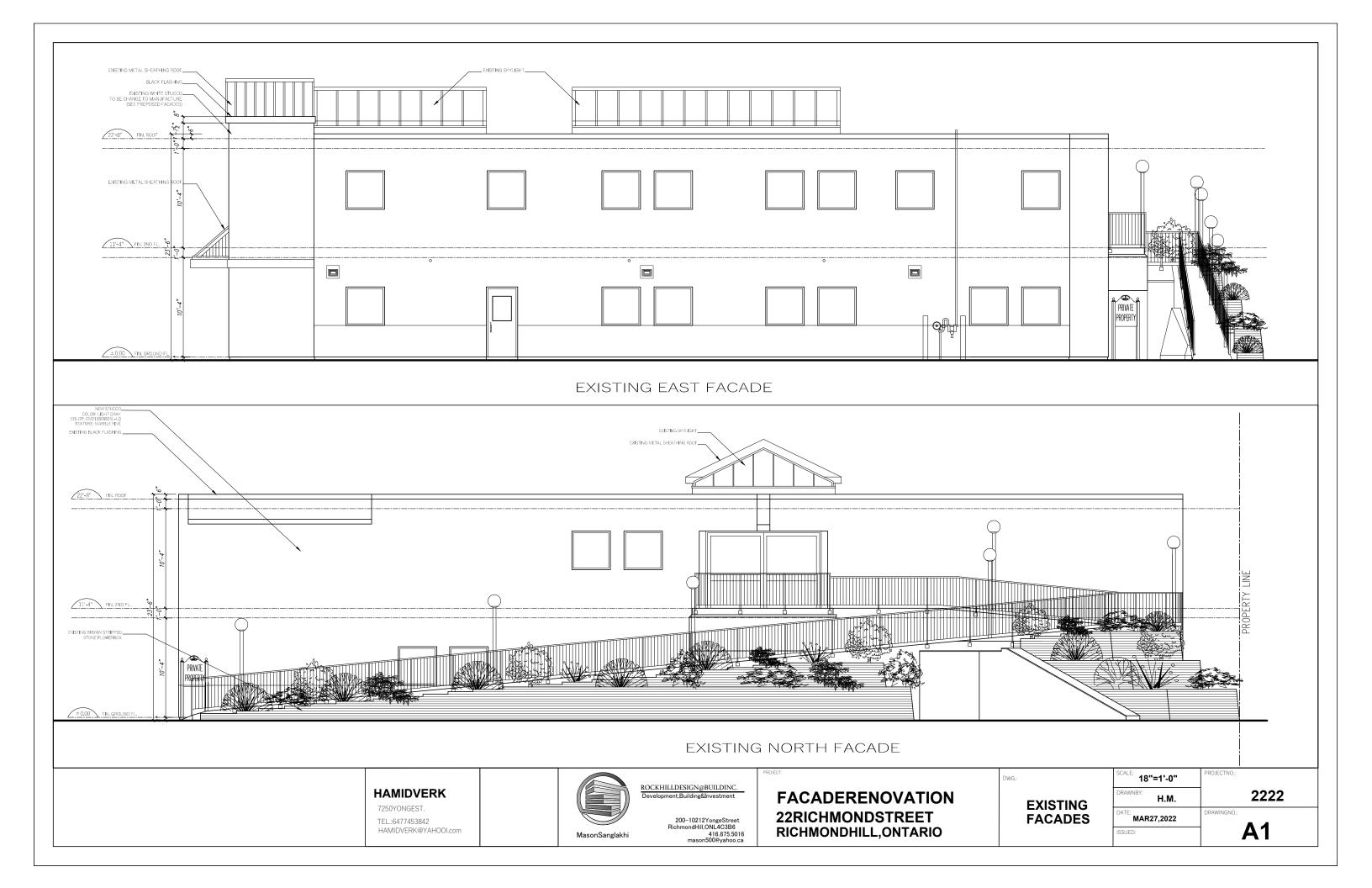


Property Location

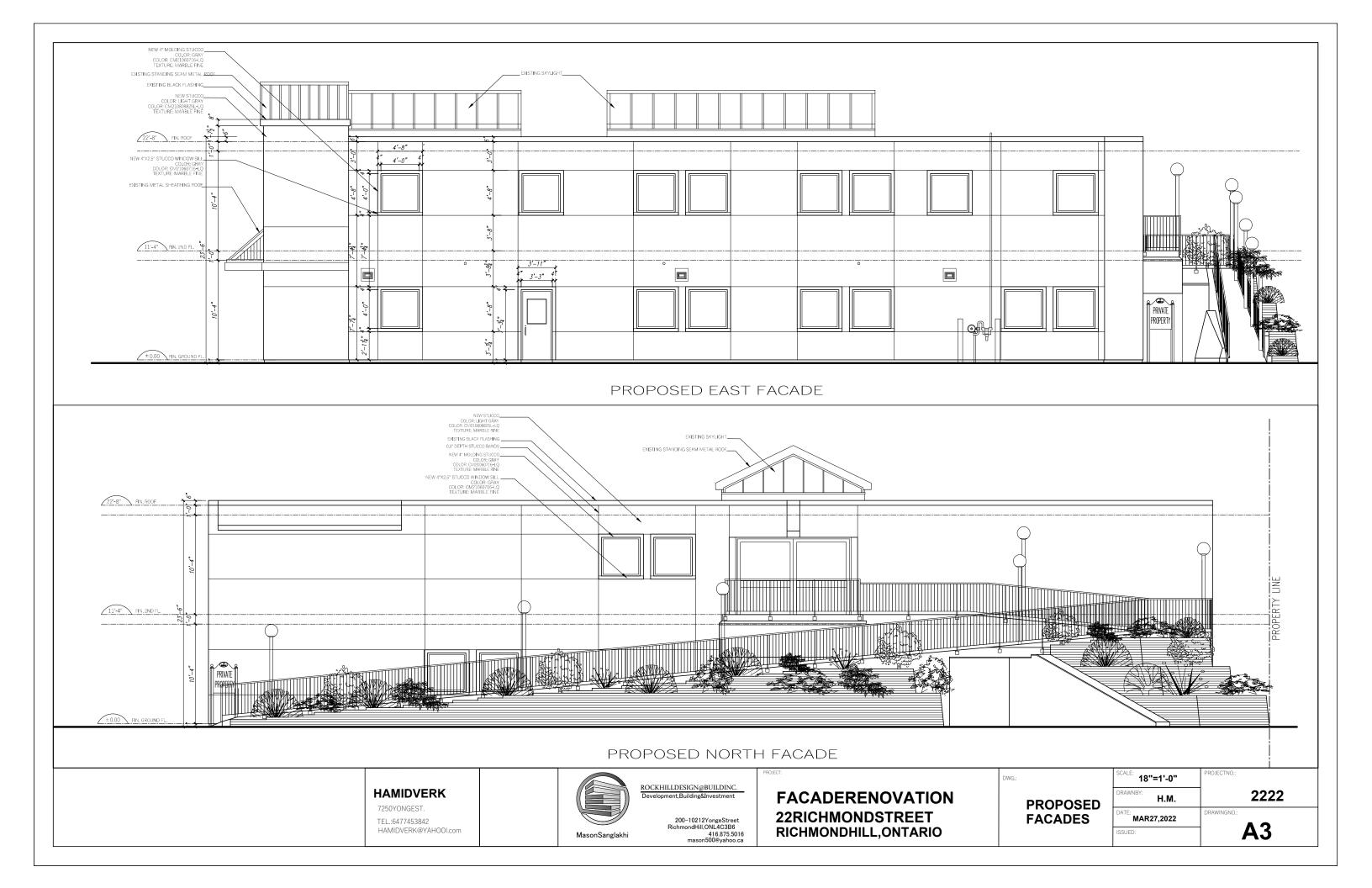
22 Richmond Street

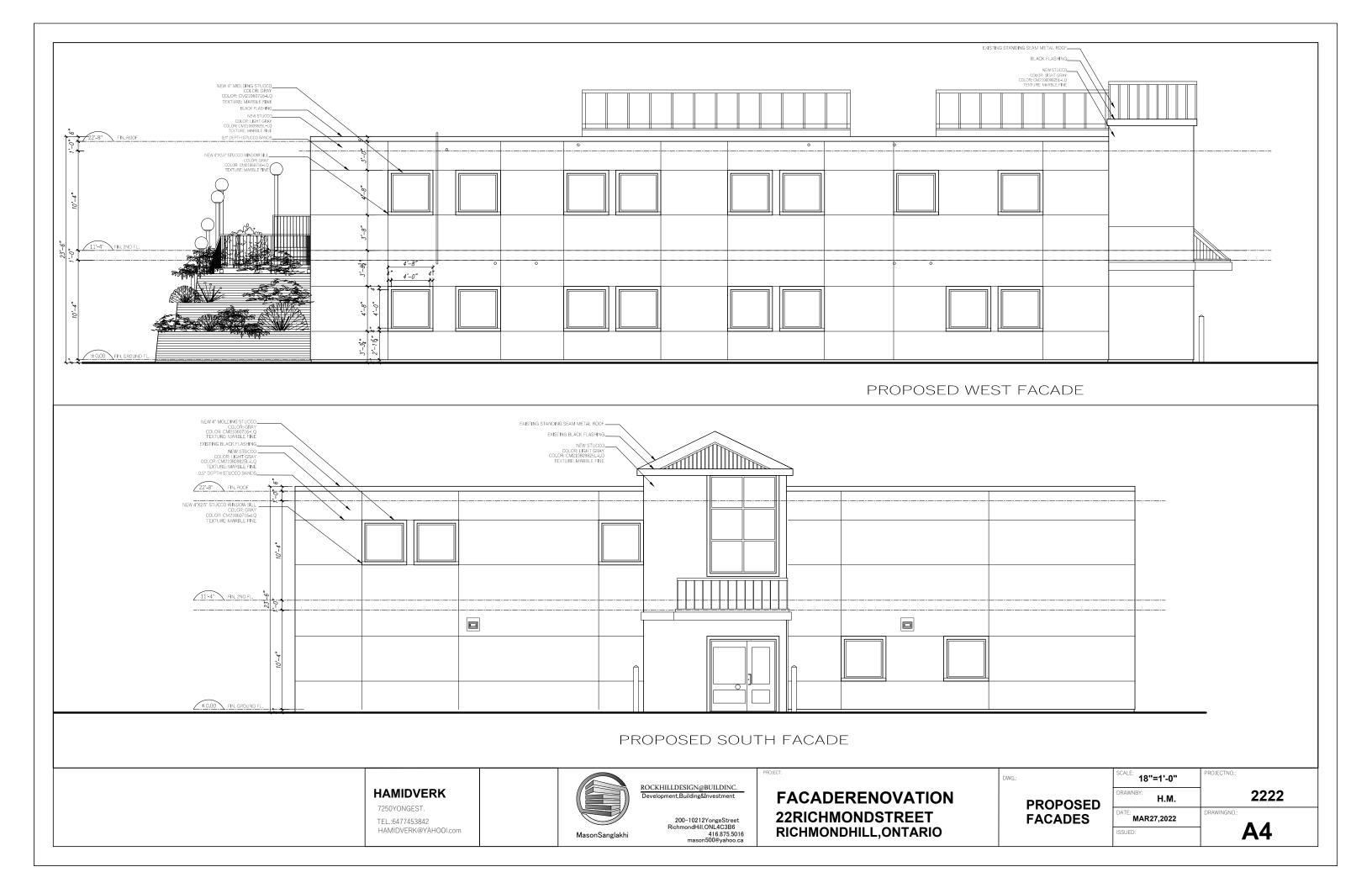


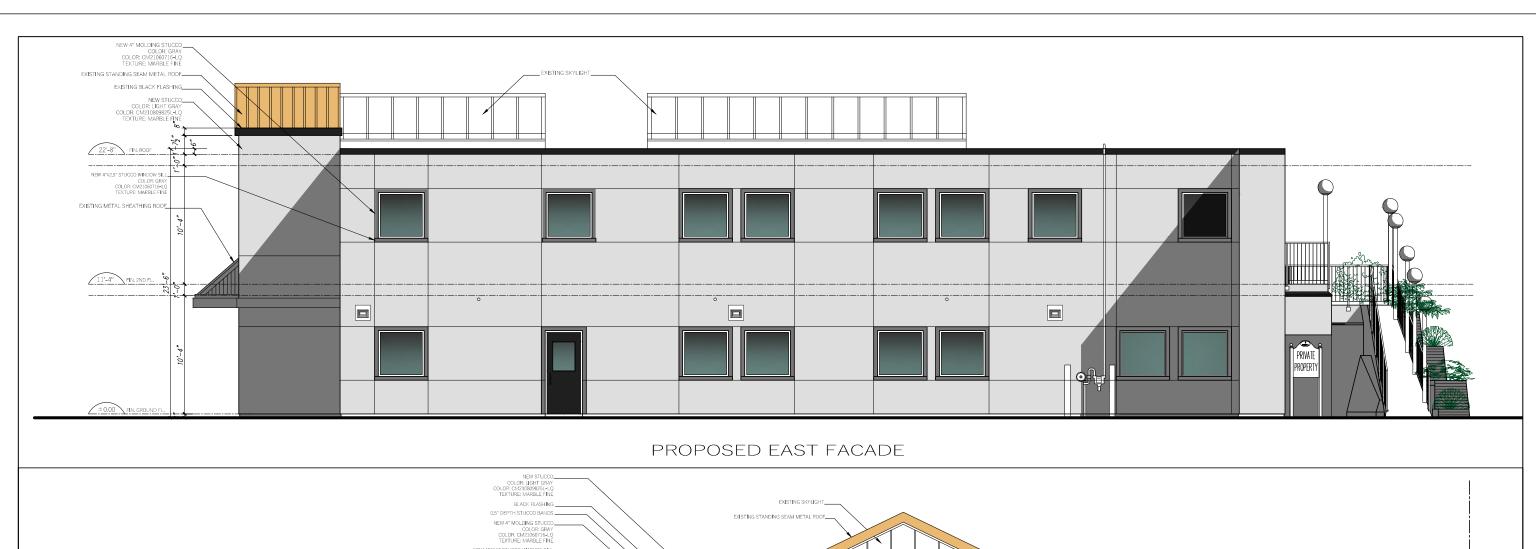














PROPOSED NORTH FACADE

HAMIDVERK

7250YONGEST. TEL.:6477453842 HAMIDVERK@YAHOOl.com



ROCKHILLDESIGN@BUILDINC.

Development,Building&Investment

200-10212YongeStreet RichmondHill,ONL4C3B6 416.875.5016 mason500@yahoo.ca FACADERENOVATION 22RICHMONDSTREET RICHMONDHILL,ONTARIO COLORED PROPOSED FACADES

SCALE: 18"=1'-0"	PROJECTNO.:
DRAWNBY: H.M.	2222
DATE: MAR27,2022	DRAWINGNO.:
ISSUED:	A5



Photos of 22 Richmond Street before the proposed improvements



INVOICE



1822705 Ontario Inc

Hamid Janieh 22 Cummings Court, Markham, Ontario, L3T6S3 4165611477

9055978868 luxordesign62@gmail.com

Luxor Design & Reno provides expert residential design and renovation solutions, guaranteed to satisfy your needs. Services include:

- Renovation

- Electrical Work

- Painting

- Exteroir Work

- Carpentering

CLIENT INFORMATION

Name / Address: 1341085 Ontario Inc. 22 Richmond Street, Richmond Hill

Project Description: Facade Improvements

DESIGN & RENO

Contact Information:

(416) 875-5016

- SAN

	TAX						
S, Ila	CONTRACT DETAILS PA	AGE 1		THE REAL PROPERTY.			
Ref#	Description	Unit Cost	Quantity	132	4 1 1 1 1 1 1	and Total	
				Labour	Materials	3rd Party	Admin
1	To remove all old Stucco			10,000.00			10,000.00
2	Replaster the entire four side of the building with stucco cement			15,000	10,000		25,000.00
3	Install Acrylic Stucco finish			10,000.00	7,000.00		17,000.00
4	All labour and scaffolding and any other tolls need include			5,000.00			5,000.00
5	Supply and Install \$" Flat mouldings around the doors			1,000.00	1,000.00		2,000.00
6	Supply and Install \$" Flat mouldings around the windows			2,000.00	4,000.00		6,000.00
7	Removal and disposal of all the garbage			1,000.00			1,000.00
8	Any colour to be choice by client			5,000.00	2,000.00		7,000.00
9	Reinstall the light fixture and sign back			1,000.00			1,000.00
10							
11							1
12							
13							
14							
15							
16							
17							
18							
19							
20							
	Sub-total by cost type:			50,000	24,000	0	
	Sub-total			\$9,0			\$74,000
	HST (#: 816876262)						\$9,620
	TOTAL						\$83,620

Terms and Conditions

Above job from the date of signed contract is 6 weeks (Business Days).

International Wall Systems Ltd. 42 Madawaska Avenue, North York, M2M 2P9 Mobile #:416-566-7320

April 04, 2022

Attension: 1341085 Ontario Inc. Mason Sanglakhi

Project: 22 Richmond Street, Richmond Hill

Dear Mason

International Wall Systems Ltd. takes great pleasure in submitting this quotation to supply and install exterior stucco system for 22 Richmond Street project. The following quotation is based on our site meeting.

QUOTATION:

- 1. To remove all loose stucco. \$11,000.00
- 2. To recoat/replaster the entire building with cementicious base coat. \$28,400.00
- 3. To install acrylic stucco finish. \$18,000.00
- 4. To supply all labour and scaffolding and removal of all the garbage. \$7000.00

The cost for the above is \$69,600.00

Separate price: To supply and install 4" flat mouldings around all windows...\$ 5,200.00

Please note that the above price does not include any amount for HST.

Thank you for allowing us to submit this quotation. We look forward to working with you on this project. If you have any questions regarding the above, please do not hesitate to contact the undersigned.

Sincerely yours,

Vasco Markovski, President