



Town of Richmond Hill
P.O. Box 300, 225 East Beaver Creek Road
Richmond Hill, Ontario, Canada L4C 4Y5
(905) 771-2523 (905) 771-8800
Email: ecdev@richmondhill.ca
EcDev Website: www.richmondhillonline.ca
Town Website: www.richmondhill.ca

“LETTER OF UNDERSTANDING”

VILLAGE CORE FAÇADE ASSISTANCE PROGRAM

OFFICE OF ECONOMIC DEVELOPMENT

Fax: (905) 771-2406

Date: _____

Dear Property Owner:

RE: PROJECT LOCATION: Street Number:
Town:
Postal Code:

MAILING ADDRESS: Street Number:
Town:
Postal Code:

Your application under the **Village Core Façade Assistance Program** is approved in accordance with the terms and conditions as set out in this letter.

The eligible amount of funding is 50% of the value of the works eligible for assistance and undertaken or \$10,000, whichever is the lesser. The eligible amount of funding for this Project is _____.

The works eligible for assistance are identified on “Schedule “A” to this letter. Please note that all of the works indicated must be completed to be eligible for payment. The property owner (the “Owner”) will seek the approval of the Committee of the Whole & Council for any proposed changes prior to the work being undertaken.

This commitment will lapse if the Owner or Tenant authorized by the Owner (the “Tenant”) has not completed the works within eight months of the date of execution of this ‘Letter of Understanding’. An extension of up to four months may be granted following receipt of a written request from the Owner or Tenant authorized by the Owner (the “Participant”) explaining the reasons for the extension and providing a new date of completion.

The Participant will make an application for a building permit for the façade improvements.



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WORKPLACE SAFETY AND INSURANCE

The Participant and/or the contractor (the “Company”) selected to perform the improvements (the “Project”) to the building or the lands known municipally as _____ the “Property”) shall maintain at all times during the term of this Agreement coverage with the Workplace Safety & Insurance Board (WSIB). Accordingly, the Participant or Company is required to provide a WSIB Clearance Certificate to the Town prior to the commencement of work or services related to the Project. If the Project lasts more than 60 days, then subsequent WSIB Clearance Certificates must be submitted every 60 days until the Project has been completed.

INSURANCE REQUIREMENTS

The Participant or Company shall maintain at all times during the term of this Agreement the following insurance coverage with one or more insurance companies which the Commissioner of Finance of the Town or Richmond Hill, in his absolute discretion, deems to be financially sound. Evidence of Insurance must be provided on a **Town Standard Certificate of Insurance Form** attached as Schedule “A”.

- 1) Comprehensive General Liability Insurance in the amount of at least \$2,000,000. that protects the Participant or Company from all claims, demands actions, causes of action that may be taken or made against the Participant or Company for any loss of or damage to property, and personal injury, including bodily injury or death, that may arise with respect to the Project. The policy must also include contractual liability, non-owned automobile liability, products and completed operations coverage as well as a cross liability clause.

The above policy must provide the Town with 30 days notice of cancellation or material change and must add the Town as an additional insured.

- 2) All Risks or Builder's Risk Property Insurance on the Project, with a coverage limit equivalent to the full value of the Project.

Certificate(s) of Insurance originally signed by the insuring company must provide satisfactory evidence to the Town of the required insurance coverage for the full term of the Project. Certificate(s) of Insurance must be submitted to the Town at least 15 days prior to the commencement of the Project.

SAFETY

The Participant or Company shall be responsible for complying with the Occupational Health & Safety Act and Regulations. The Participant or Company shall take every reasonable precaution to protect the safety of all employees and subcontractors for the duration of the project.

UNPAID ACCOUNTS

The Participant or Company shall indemnify the Town from all claims arising out of unpaid accounts relating to the work. The Town shall have the right at any time to require satisfactory evidence that the work in respect of which any payment has been made or is to be made by the Town is free and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

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INDEMNIFICATION

The Participant hereby agrees that it shall, from time to time, and at all times hereafter, well and truly save, keep harmless and fully indemnify the Town from and against any and all actions, claims and demands whatsoever which may be brought against or made upon the Town and against any and all loss, liability, claims, judgments, costs, demands or expenses whatsoever which the Town may sustain, suffer or be put to resulting from or arising out of:

- (i) this Agreement;
- (ii) the obligations of the Participant under this Agreement;
- (iii) the failure of the Participant, its consultants, contractors, agents or employees and the Company, its consultants, contractors, agents or employees to exercise reasonable care, skill or diligence in carrying out any renovation or other work to the Property; or
- (iv) any act or omission of the Participant, its agents, servants, consultants, contractors, employees or by anyone for whom the Participant is at law responsible relating to any renovation work or thing required to be performed or rendered under this Agreement by the Participant. The Participant shall indemnify and save the Town harmless from and against any and all losses, expenses and damages of every kind and nature whatsoever which it may now or hereafter incur relating to all insured and uninsured damage to property installed, property in transit and contractors' tools and equipment during the course of the Project or other work to the Property.

If this Agreement or any obligation on the part of the Town is terminated for any reason, this Clause shall continue to apply notwithstanding such termination.

The Town will issue a cheque for eligible improvements following:

1. A receipt of notice of completion of work.
2. Submission of a copy of all invoices and receipt for payments made by the property owner in this regard.
3. Inspection by a Town of Richmond Hill Building Inspector to ensure that all works have been completed and meet the Ontario Building Code requirements.
4. Inspection by a designated member of the Committee to ensure that all works have been completed in accordance with Schedule "A".
5. Buildings designated under the Ontario Heritage Act (OHA) will require an additional inspection. The Town's Planning Department and a designate from the LACAC Committee will ensure that completed renovations meet the requirements of the OHA.
6. After determination that there are no outstanding property taxes, work orders or Town of Richmond Hill utility bills.

Please sign below where indicated and return this original 'Letter of Understanding' to the Town of Richmond Hill, Office of Economic Development keeping a copy for your records. The Town appreciates your commitment to improve the façade of your building.

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If Town staff can provide any additional information to facilitate the completion of your façade improvements, please do not hesitate to contact us.

Please print your name, the date, your company's name (if applicable), address and telephone number and sign below.

I have read, understand and agree to comply with the terms and conditions as outlined in this 'Letter of Understanding'.

Name of Participant: _____

Company Name & Address: _____

Phone: _____

Date: _____

Signature: _____