

POLICY MANUAL



TITLE: Façade Improvement Grant Program
DATE: May 28, 2018
AUTHORITY: Council
DEPARTMENT: Administration

Policy Title: Façade Improvement Grant Program

Section 1 Purpose of the Policy

- 1.1 The Façade Improvement Grant Program seeks to stimulate private sector investment for the revitalization of existing commercial and mixed-use buildings in Fox Creek’s Downtown Revitalization Area.

Section 2 Policy Statement

- 2.1 Downtown Fox Creek is of strategic importance to the Town, as identified by both the Municipal Development Plan (2016) and Downtown Area Redevelopment Plan (2016). The main focus of this program is on improvements to the building streetscape but also encourage structural and weather/water proofing repairs that may be required to maintain overall building integrity. Improvement of original building features including windows is strongly encouraged.

Benefits of the program include increased business exposure, more attractive streetscape, more inviting places to walk and shop, better first impressions for businesses, enhanced property values, and improved marketability of the local business area.

The Town grant is intended to apply to construction costs to improve (and/or restore) the visual appearance and integrity of the building fabric or exterior façade(s). Funding may cover signage and landscaping costs at the discretion of the Town.

Section 3 Definitions

- 3.1 **Application Requirements** - means the information required to render an application complete and a candidate for a possible Program Grant according to the terms and processes of this and other Policies.
- 3.2 **Building Façade** - means the physical exterior portion of a Retail and/or Commercial Building that is abutting an adjacent public road right-of-way (excluding a lane), typically rises one to three storeys, and features a functional and aesthetic orientation toward the street and pedestrian environment. Additional details describing the building façade

are set out in the Façade Improvement Design Guidelines or other relevant guidelines established for the Revitalization Area.

- 3.3 **Certificate of Completion** - means a document signed by an architect or engineer professionally certified in the Province of Alberta or by a licensed building contractor indicating the completion of construction.
- 3.4 **Commercial Buildings** – means Commercial buildings located in the Downtown Revitalization Area which:
- a) Are zoned for commercial use at ground level;
 - b) Have direct street level exposure including a continuous street edge on less than two block faces; and
 - c) Feature an existing or potential functional orientation toward the street and pedestrian environment.
- 3.5 **Downtown Revitalization Area** – means the area identified on Schedule A, an area designated by Council upon recommendation of the Town Manager to which the Façade Improvement Grant Program Policy apply.
- 3.6 **Façade Improvements** - means structural or non-structural renovations carried out on:
- a) The exterior façade of an existing retail or commercial building to enhance existing building aesthetics and functionality with regard for the interface between public pedestrian space and street oriented Commercial activities; and
 - b) Improvements to the storefront which improve the functionality of the interface between public pedestrian space and street oriented Commercial activities. Storefront improvements may include limited permanent interior improvements which improve the view of the retail space from the street and have regard for the functionality of the retail space to the pedestrian environment.
- 3.7 **Façade Improvement Design Guidelines** – means the guidelines approved by the Director of Planning and Development which are used by the Town to promote the intended effect of the Façade Improvement Grant Program Policy. The guidelines are physically separate from this document, reference the type of permitted improvements for which a Façade Improvement Grant may be provided, provide design principles for consideration by applicants, are used to assess applicants received under these procedures, and determine the basis for a Reimbursement Agreement and a Façade Improvement Grant. These Guidelines may be amended from time to time upon the direction of the Director of Planning and Development.
- 3.8 **Façade Improvement Grant** – means the financial assistance available under this program for reimbursement of up to 50% to a maximum of \$10,000 per Building Façade for the cost of eligible Façade and Storefront Improvements as specified in a Reimbursement Agreement.
- 3.9 **Pre-Construction Inspection** – means the inspection by the Assistant Development Officer conducted prior to the onset of construction activities to renovate the exterior

Building Façade and/or Storefront of Commercial buildings pursuant to an application filed under these procedures.

- 3.10 **Post Construction Inspection** – means the inspection by the Assistant Development Officer following completion of construction activities intended to:
- a) Determine an applicant’s qualification to receive a façade improvement grant; and
 - b) Evaluate the completed façade improvements against the reimbursement agreement and approved application to the program.
- 3.11 **Assistant Development Officer** – means a person or persons appointed by the Director of Planning and Development to write reports and make decisions in order to facilitate the review of applications.
- 3.12 **Reimbursement Agreement** – means the contract between Town of Fox Creek and the building owner, which sets out project characteristics and the improvements for which the applicant may seek reimbursement in the form of a Façade Improvement Grant upon successful project completion.
- 3.13 **Storefront** – means the lower portion of a Building Façade that is the focus of activity, often the area contained within the first storey and articulated with various architectural details, that provides visual interest and physical access to the business located within and the area in which the individuality and identity of a business is expressed.

Section 4 Area of Application and Effective Date

- 4.1 These procedures apply to Façade Improvement projects undertaken on existing Commercial Buildings located only within Downtown Revitalization Area subject to recommendation from the Town Administration and any conditions of these procedures.
- 4.2 Once approved, and a budget approved, these procedures are applicable to the Downtown Revitalization Area based on annual renewal by Council or for such time as otherwise prescribed.

Section 5 Eligibility

- 5.1 The applicant must meet the following minimum requirements to be eligible to apply for a Façade Improvement Grant under these procedures:
- a) The applicant must be the building owner(s) or their designate;
 - b) The proposed project must involve existing buildings used for primarily retail or commercial purpose, located within the boundaries of the Downtown Revitalization area. Some limited discretion may be exercised in extending program eligibility to institutional and non – profit projects or non-commercial uses adjacent to commercial activity with a street level function and aesthetic uses which are consistent with the intent and effect of these procedures;
 - c) The proposed project must be referenced to a building defined by a separate land title, physical construction and ownership;

- d) The amount of Town funding potentially available for the project must not exceed 50% of eligible costs approved by the Council in the Reimbursement Agreement. No building may receive more than \$10,000 in project grants except where the building is a corner building with two facades in which case the maximum program grant per building is twice the maximum amount;
- e) Reimbursement for architectural fees may not exceed 20% of eligible costs of \$2,000 (20% of Maximum Grant Amount) per façade, whichever is less;
- f) The proposed project must involve eligible Façade and Storefront Improvements and have regard, as specified in the Policy and the associated processes, for any Façade Improvement Design Guidelines approved by the Town Administration for implementation of these procedures and/or application;
- g) The applicant must meet additional Application Requirements as specified; and
- h) Funds are allocated subject to the conditions of the Façade Improvement Grant Program Policy and these procedures which include both a designation of a maximum eligible amount per building upon the nature and scope of the project and a review of proposed improvement for eligible reimbursement.

Section 6 Application Requirements

6.1 Applications submitted under the Facade Improvement Grant Program Policy and these procedures must include the following components:

- a) Application form;
- b) Detailed explanation, written and graphic, of the improvements to be made;
- c) Photographs of the current state of the building and renderings of the expected result;
- d) Statement indicating how the project reflects the principles of the Façade Improvement Design Guidelines approved by the Town Administration for implementation of these procedures and/or application to the Downtown Revitalization Area;
- e) Explanation of the elements for which the applicant is seeking reimbursement;
- f) A cost summary listing the itemized breakdown of the improvements and the correspondence specific costs, the selected vendor(s)/contractor(s), and the Town of Fox Creek business license number of the contactors(s);
- g) Current Land Title Certificate and Corporate Registry Search if the property owner is a company;
- h) A minimum of two contractor bids or quotes for all work proposed for the project;
- i) Program participants are required to comply with all Town of Fox Creek regulations including any relevant policy or statutory plans which apply to the Downtown Revitalization Area, the Town of Fox Creek Land Use Bylaw and other relevant Bylaws; and
- j) An approved Development Permit and/or approved Building Permit and/or Sign Permit.

6.2 Additional Information

6.2.1 The Facade Improvement Grant Program is only available to owners of existing Commercial buildings located in Downtown Revitalization Area.

- 6.2.2 Reimbursement is limited to labor and material for eligible cost items only. However, the Town may require that non-eligible work be performed as a precondition for reimbursement of eligible cost items. The following improvements are always required, even where such improvements may not be eligible for reimbursement:
- I. Property must be in compliance with all Bylaws;
 - II. Graffiti on all exterior surfaces covered, removed or painted over.
- 6.2.3 To be eligible for reimbursement, no work must be performed until a Reimbursement Agreement has been fully executed by the Town. Work that has commenced prior to a fully executed Reimbursement Agreement being in place is not eligible for reimbursement.
- 6.2.4 Applicants are required to consult with Assistant Development Officer in conjunction with or prior to formulating their submission with respect to application information requirements, the design and other relevant details of the proposed project.
- 6.2.5 Upon receipt of the application by the Town of Fox Creek, the applicant will be required to contact the Assistant Development Officer to schedule a Pre-Construction Inspection of the subject property to determine the Pre-Construction Inspection status of the Building Façade and specifically the areas to be improved.

Section 7 Application Process

- 7.1 Prior to filing an application the applicant shall review the Application Requirements and consult with the Assistant Development Officer regarding the application process, requirements, criteria and rules of eligibility.
- 7.2 In order to ensure adequate, consistent review and evaluation, the project proposal shall be prepared in accordance with the format established by the administration.
- 7.3 Project application will be received/reviewed and reimbursement issued on a first come-first served basis until funds are depleted or the project term has ended.
- 7.4 Completed applications shall be submitted to the Director of Planning and Development.
- 7.5 The Town reserves the right to accept, reject or modify any application and render decisions in regards to complete applications as approvals, approvals with conditions, and refusals.

Section 8 Committee Review

- 8.1 All complete applications are reviewed by the Project Review Committee.

- 8.2 The Project Review Committee meets monthly or as required to evaluate applications.
- 8.3 The Project Review Committee will recommend to the Chief Administrative Officer approval, modification or refusal regarding the decision to enter into contracts regarding any applications reviewed by the Project Review Committee.
- 8.4 The Town's decision to approve an application involves two sets of decisions. First a decision is made to the maximum amount the project for which the project is eligible ranging from \$2,000 - \$10,000 depending upon the nature and scope of the project relative to the priorities of the Façade Improvement Grant Program. Second, the project is reviewed for its compliance with the Program Guidelines and the eligibility of proposed improvements for reimbursement according to the 50% formula and the maximum grant amount.

Section 9 Construction Process

- 9.1 All projects assisted by this Program must be completed in a timely manner. The contract will allow a maximum of 12 months for completion. If it can be demonstrated that circumstances clearly beyond the applicant's control prohibit completion in 12 months, the Town may grant a one-time 6 month extension. Failure to complete the contract in a timely manner will result in a termination of the contract at the discretion of the Town.
- 9.2 The applicant will be responsible for securing all required construction permits from the Town of Fox Creek and must present all Certificates of Approval and an Occupancy Certificate, where required, prior to disbursement of program funds for work upon which a permit was required.
- 9.3 All contractors must hold a valid business license issued by the Town of Fox Creek. All construction contracts will be between the applicant and the contractor.
- 9.4 Final determination of qualification for a Façade Improvement Grant is not made until the construction is substantially complete and a review has been undertaken assessing the project improvements against the approved application to the Program.
- 9.5 Applicants are required to enter into a Reimbursement Agreement with the Town of Fox Creek which specifies work to be completed, the costs of the project and the amount and conditions under which the Town will provide a reimbursement. Detailed requirements of the Reimbursement Agreement are stipulated therein and include such variables as the general upkeep and maintenance of improvements including the functionality of any structural improvements particularly those relating to accessibility, permeability and visual interest such as doors and display windows.

Section 10 Reimbursement of Project Costs

- 10.1 Maximum assistance allowed under the Façade Improvement Grant Program is 50% of eligible costs to a maximum of \$10,000 per Building Façade.
- 10.2 At the time a reimbursement request is made, no individual or business will be eligible for reimbursement under the Façade Improvement Grant Program if such entity is in default of taxes owing or an obligation funded by any other municipal program. Demonstration of good standing must be provided.
- 10.3 Town funds will be disbursed in conjunction with the private match funds and only for work as specified in the contract which has been satisfactorily completed. At no time will the Town pay more than 50% of the eligible costs or the maximum grant per building.
- 10.4 The applicant is responsible for payment of all contractors. The Town will not pay the contractors directly.
- 10.5 Program funds are to be directed only towards approved improvements to a building façade according to the terms of the Reimbursement Agreement.
- 10.6 The matching grant is paid only upon completion of pre-approved applicant paid-work.

Section 11 Special Considerations

- 11.1 The Director of Planning and Development has the sole authority to determine eligibility of proposed work and confirmation of completed work. Certain work may be required or precluded as a condition of funding.
- 11.2 Participants will be responsible for obtaining necessary approvals including but not limited to Town of Fox Creek Development and Building Permits. All work must comply with Town, Provincial and Federal regulations.
- 11.3 Liquor stores and adult entertainment businesses generally are not eligible, except in situations where an entire block of storefronts with other types of businesses are being upgraded by participation in the Program. The Town reserves the right to determine applicant participation in the Program on a case-by-case basis.
- 11.4 Submitting an application does not commit the Town to enter into an agreement to pay any costs incurred in its preparation, to participate in subsequent negotiation or to enter into a contract for the project. Further, the acceptance of an application does not constitute an agreement by the Town that any contract will actually be entered into by the Town.

Section 12 Municipal Control

- 12.1 The Town of Fox Creek shall be protected in the delivery of a Façade Improvement Grant contributing to the Program projects because:
- a) The Town Council can close the program to new applications at any time;
 - b) Any delivery of Program Funding is found by the terms of Reimbursement Agreement;
 - c) Submitting an application does not commit the Town to enter into an agreement to pay any costs incurred in its preparation, to participate in subsequent negotiations or to contract for the project. Further, the acceptance of an application does not constitute an agreement by the Town that any contract will actually be entered into by the Town;
 - d) The program period during which applicants may qualify for Program Funding is limited by Town Council; and
 - e) The total amount of program funding is limited to \$10,000 per Building Façade.

Section 13 Responsibilities

- 13.1 Council:
- a) Approves changes to the Façade Improvement Grant Program Policy;
 - b) Approves program funding for implementation of the Façade Improvement Programs;
 - c) Evaluates the program upon completion.
- 13.2 Chief Administrative Officer (CAO):
- a) Recommends changes to the Façade Improvement Grant Program Policy to Council;
 - b) Recommends a program funding source to the Council;
 - c) Evaluates the program upon completion and makes appropriate recommendations to Council;
 - d) Selects members for the Project Review Committee.
- 13.3 Director of Planning and Development:
- a) Recommends changes to the Façade Improvement Grant Program Policy to CAO;
 - b) Recommends a program funding source in consultation with the Director of Corporate Services to the CAO;
 - c) Provides an administrative evaluation of the program upon its completion;
 - d) Establishes detailed application requirements and the Guidelines for Façade and Storefront;
 - e) Delegates authority as required to the Assistant Development Officer in regards to program implementation.
- 13.4 Project Review Committee
- a) Is selected by the CAO in consultation with the Community Enhancement Committee;
 - b) Provides additional definition of program boundaries as requested for the implementation of the program;

- c) Carries out the evaluation of applications, approve and refuse the project, and establishes the terms of the Reimbursement Agreement; and
- d) Is chaired by a representative of the Planning and Development Department or Economic Development Department or a designate appointed in place.

13.5 Assistant Development Officer:

- a) Evaluates the program annually, provides a report to the Director of Planning and Development regarding its performance and makes the appropriate recommendations regarding its ongoing implementation;
- b) Coordinates the administrative review of applications throughout the period between submission of the application and project completion;
- c) Prepares a written report on each application with a recommendation to the Project Review Committee to conditionally approve or refuse an application;
- d) Serves the Town of Fox Creek contact for receipt of applications for Program Grants issues pursuant to these procedures;
- e) Evaluate applications for their completeness;
- f) Prepares appropriate schedules and documentation pursuant to these procedures; and
- g) Conducts Pre-Construction Inspections and post Construction Inspections.

Jim Hailes
Mayor

Roy Dell
Chief Administrative Officer

Reimbursement Agreement – Façade Improvement Grant Project

MADE THIS _____ DAY OF _____,

2018 BETWEEN:

(The "Owner")

-AND-

The Town of Fox Creek
P.O Box 149
102 Keybob Drive
Fox Creek, Alberta, T0H 1P0

(The "Town")

WHEREAS:

The Owner is the registered owner of a building with the municipal address:
_____ located on property legally described as: _____

On June 11, 2018 Town Council approved a policy entitled the "Façade Improvement Grant Program Policy" to provide matching grants to owners of buildings in targeted areas who improve the appearance and functionality of their buildings (the "Policy").

The Policy calls for the Owner and the Town to enter an Agreement setting out their respective obligations.

NOW THEREFORE:

The parties in this agreement, in consideration of the mutual covenants and conditions to be observed and performed by each party, agree as follows:

SECTION 1 - DEFINITIONS

1.1 In this Agreement:

- a) **Deficiency List** means a description of the particulars given by the Town to the Owner that specifies how the Exterior Improvements work is inadequate, deficient or does not meet a standard of quality satisfactory to the Town;
- b) **Exterior Improvements** means the improvements to the subject property as set out in Section 3 herein and further described in Schedule "A";
- c) **Matching Grant** means financial assistance available to the Owner and payable by the Town under the Program in accordance with the terms of this Agreement; and

3.6 If the City issues a Deficiency List, the Owner shall forthwith commence remediation of the deficiencies described in the Deficiency List.

3.7 The Owner shall complete the Exterior Improvements, including remediation of any deficiencies described in the Deficiency List, by no later than _____ in order to be eligible for the Matching Grant.

SECTION 4 - PAYMENT OF MATCHING GRANT

4.1 The Town shall not be liable to pay the Owner the Matching Grant for work associated with the Exterior Improvements until:

- a) the Owner has secured all required construction permits from the Town's Sustainable Development department;
- b) the City has confirmed in writing that all the Exterior Improvements as set out in Section 3.1 are complete and to a standard of quality satisfactory to the Town, including remediation of any deficiencies if the Town had issued a Deficiency List; and
- c) the Owner has provided to the Town receipts satisfactory to the Town for the Exterior Improvements work as set out in Section 3.1, such receipts evidencing payment for the Exterior Improvements work.

4.2 After the requirements in Section 4.1 have been satisfied, the Town shall pay the Owner the lesser of:

- a) \$10,000.00 or
- b) 50% of the approved project costs as described in Schedule "A".

4.3 Reimbursement through the Matching Grant is limited to out-of-pocket expenses for labour and materials for eligible cost items only, as set out in Section 3.1 and Schedule "A" and supported by receipts satisfactory to the Town. If the Owner acts as general contractor for the Exterior Improvements work, or performs the Exterior Improvements work himself or herself whether personally or through a related company, the Owner will not be eligible for reimbursement for labour related to performing such work, but will be eligible for out-of-pocket expenses for materials.

SECTION 5 - MAINTENANCE

5.1 The Owner shall repair and maintain the Exterior Improvements in accordance with the standard of care applicable to owners of valuable real estate and shall, at minimum, provide regular cleaning and prompt repair of damage.

5.2 For a period of five (5) years following completion of the Exterior Improvements, the Town may on reasonable notice to the Owner inspect the Building at the Town's own expense to ensure that the Building is appropriately maintained.

5.3 If the Owner has failed to repair or maintain the Building in accordance with the standard of care set out in Section 5.1, within sixty (60) days of its inspection the Town may prepare a written report setting out recommendations for remedial or maintenance work on the Building (the "Remedial Work").

5.4 The Owner shall promptly carry out the Remedial Work and notify the Town on completion.

5.5 **If the Owner fails to carry out the Remedial Work, the Town in its sole discretion may require the Owner to repay up to fifty percent (50%) of the Matching Grant.** In that event, on receipt by the Owner of notice from the Town of the requirement to repay a portion of the Matching Grant, that amount becomes a debt due and owing to the Town and the Owner shall reimburse the Town within thirty (30) days of the Town issuing an invoice to the Owner.

5.6 The Owner shall be solely responsible for ensuring that the Building and any improvements thereto comply with all applicable federal, provincial and municipal laws, regulations, bylaws, codes and guidelines. The Owner acknowledges and agrees that nothing in this Agreement shall be deemed or construed as an obligation on or duty of the Town to ensure compliance with this section or to advise the Owner of deficiencies in the Owner's compliance with this section.

5.7 No funding will be paid under this agreement to the Owner where the Owner or its Associate or Affiliate Corporation (within the meaning of the *Alberta Business Corporations Act RSA 2000 c B-9*) is in litigation with the Town over this or any other matter.

5.8 No funding will be paid under this agreement to the Owner or its Associate or Affiliate Corporation (within the meaning of the *Alberta Business Corporations Act RSA 2000 c B-9*) has outstanding amounts owing to the Town for property taxes that are past due or in arrears.

SECTION 6 - DISPUTE RESOLUTION

6.1 If a dispute arises between the Town and the Owner as to the proper interpretation or effect of any of the terms or conditions of this Agreement, such dispute shall be resolved in accordance with the following procedure:

- a) The party requesting that the matter in dispute be resolved in accordance with the provisions of this Article 6 (the "Disputing Party") shall notify the other party (the "Defending Party") in writing of the details of the nature and extent of the dispute (the "Arbitration Notice").
- b) Within seven (7) days of the receipt of the Arbitration Notice, the Defending Party shall by written notice advise the Disputing Party that it disputes all matters referred to in the Arbitration Notice except those for which the Defending Party admits responsibility and proposes to take remedial action.
- c) The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice with respect to which the Defending Party has not admitted or proposes to take remedial action.
- d) The Town and the Owner shall within ten (10) days after the date of receipt by the Disputing Party of the Defending Party's notice, appoint an arbitrator who shall be acceptable to both parties (the "Arbitrator"). In the event that the parties shall fail to appoint the Arbitrator, then either party may, on written notice to the other, apply to the President of the Alberta Arbitration and Mediation Society to name the Arbitrator.
- e) Not later than twenty (20) days after the appointment of the Arbitrator, the Arbitrator shall make his written decision, and shall give it to the parties immediately.
- f) Unless the Arbitrator orders otherwise, the Town and the Owner shall equally bear the costs of the arbitration.
- g) The decision of the Arbitrator is final and binding on the parties and there shall be no appeal of the decision to the courts.

- h) Except as modified by this Agreement, the provisions of the Arbitration Act, R.S.A. 2000, c. A-43, as amended, shall apply.

SECTION 7 - NOTICE

7.1 Any notice given pursuant to the terms of this Agreement shall be sufficiently forwarded in writing by single registered mail to:

In the case of the Town:

Town of Fox Creek
P.O. Box 149, 102 Keybob Drive, Fox Creek, Alberta, T0H 1P0

In the case of the Owner:

7.2 Notice given as aforesaid, if posted, other than during an actual or threatened postal disruption, shall conclusively be deemed to have been given on the fifth business day following the date on which the notice is mailed. Any notice personally delivered or sent by telecopier or other form of facsimile transmission shall be deemed to have been given on the date of actual delivery.

7.3 Either party may, at any time, give notice in writing to the other of any change of address of the party giving such notice and, from and after giving of such notice, the address therein specified shall be deemed to be the address of the party for the giving of notice hereunder.

SECTION 8 - GENERAL PROVISIONS

8.1 This Agreement shall be construed and governed by the laws of the Province of Alberta.

8.2 This Agreement, inclusive of Schedule "A", is the entire agreement between the Town and the Owner with regard to the matters dealt within it, and there are no understandings or agreements, representations, warranties, conditions or collateral terms, verbal or otherwise, existing between the Town and the Owner except as expressly stated in this Agreement or as agreed in writing by the parties.

8.3 The parties shall execute and deliver to the other all such further assurances and documents which may reasonably be deemed necessary by the solicitors for either of them to give full force and effect to the Agreement. The Agreement is not intended to nullify, replace, circumvent, extend or modify any existing statutes, bylaws, policies or permit conditions, which govern development or construction within the Town.

8.4 The failure of the Town at any time to require performance by the Owner of any of the Owner's covenants will in no way affect the Town's right to enforce such covenant, nor will the waiver by the Town of the performance of any covenant be taken or be held to be a waiver of the performance of that covenant or any other covenant hereunder at any later time.

8.5 If any portion of this Agreement is found to be unenforceable, the remaining portions of this Agreement shall be given full force and effect.

8.6 No amendments to this Agreement are valid unless they are in writing and signed by both parties to this Agreement.

8.7 Time is of the essence in this Agreement.

8.8 The Owner may not assign this Agreement without the prior written consent of the Town, which consent may be arbitrarily withheld.

8.9 Everything herein contained shall inure to the benefit of and be binding upon the parties hereto, their administrators, successors and permitted assigns respectively.

IN WITNESS WHEREOF the parties have signed this Agreement as of the day and year first above written.

THE TOWN OF FOX CREEK

Date:

Per:
Mayor

Date:

Per:
Chief Administrative Officer

THE OWNER

Date:

Per:
<name of the property owner>

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Application for FAÇADE IMPROVEMENT GRANT

Application deadline: November 30th of the year preceding the application

For Office Use Only		
Property Roll Number:	Taxation Year:	Legal Description:
Date Received:	Date Approved:	Approved By (initials):
Grant Amount Approved:		
Does the Property have any outstanding accounts with the Town of Fox Creek? <input type="checkbox"/> Yes <input type="checkbox"/> No		Amount:

Part I – Applicant Information

1. Owner / Applicant / Agent / Architect:

Please list the contact information for each of the following (if applicable):

Name	Mailing Address & Postal Code	Contact Information
Applicant:*		Telephone:
		Fax:
		Email:
Owner:**		Telephone:
		Fax:
		Email:
Agent or Solicitor:*		Telephone:
		Fax:
		Email:
Architect/Contractor:		Telephone:
		Fax:
		Email:

*An Owner's authorization is required if the applicant is not the owner. If the applicant is a prospective purchaser, also attach a copy of the Offer to Purchase.

** If there is more than one owner, attach a list of each owner. If the owner is a company, provide the name and address of company owner(s).

2. Primary Contact:

Correspondence relating to this application should be sent to (select one only):

- Owner
 Applicant
 Agent / Solicitor
 Architect / Contractor

Part II – Property Information

3. Property Information:

3.1 Location and Description of Subject Land(s):
Civic Address (Street # and Street Name)

3.2 Please provide a brief description of the property improvements being applied for (you will be required to provide a drawing/sketch of these improvements in Section 7 of this application):

4. Design Professional Information (if applicable):

Name	Mailing Address & Postal Code	Contact Information
Design Professional:		Telephone:
		Fax:
		Email:
Firm Name:		Telephone:
		Fax:
		Email:

5. Construction Schedule:

Approximate date of construction commencement: _____

Approximate date of construction completion: _____

6. Current Photograph(s) of the Façade.

Please staple, tape or attach the photograph(s) in the space provided below. If you are providing more than two pictures, please attach it to a separate page.

DRAFT

7. Drawings/Sketches of the Proposed Improvements to the Existing Façade.

Please draw/sketch the proposed improvements to the façade in the space provided below or attach it to the application.

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8. Applicant's Acknowledgement:

The Applicant hereby acknowledges:

- That this application and the attached supporting documentation, information and materials, if any, contains information collected and maintained specifically for the purpose of creating a record available to the general public and is open to inspection by any person during normal office hours pursuant to the provisions of the Municipal Government Act and the Freedom of Information and Protection of Privacy Act;
- That conceptual development plans and/or drawings submitted with this application are not reviewed for compliance with the Alberta Building Code and/or related regulations;
- That submission of this application constitutes tacit consent for authorized Town staff representative(s) to inspect the subject lands or premises, and to carry out any inspections, tests and investigations as may be required;
- That additional information and/or materials may be required, and therefore, the application may not be deemed complete, nor processed unless the additional information and/or materials are submitted.

Questions about the collection and inspection of this information should be directed to: Town of Fox Creek, P.O. Box 149, 102 Kaybob Drive, T0H 1P0, Telephone: 780.622.3896

9. Owner's Authorization:

If the applicant is not the owner of the land that is the subject of this application, then written authorization by the owner, authorizing the applicant to prepare and submit the application **must** be attached, or the owner **must** complete the authorization set out below.

Is written authorization attached?

- Yes No

If **No**, then the following Owner's Authorization for the Agent to prepare and submit the Application **must** be completed (please print):

I, _____, am the owner of the land that is the subject of this application and I authorize _____ to prepare and submit this application on my behalf.

Signature of Owner

Date

10. Declaration:

I, _____ (please print), of the _____ (for example Town of Fox Creek), make oath and say (or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application in respect of the Sections above is true.



Sworn (or declared) before me at the _____ (for example Town of Fox Creek) this
____ day of _____, in the year _____.

Applicant

Commissioner of Oaths

**Application will not be processed where
application forms are incomplete.**

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Check List

- Is the application form complete?
- Have you provided detailed explanation, written and graphic, of the improvements to be made?
- Have you provided current photographs of the building façades?
- Have you provided a statement indicating how the project reflects the principles of the Facade Improvement Design Guidelines?
- Have you provided an explanation of the elements for which you are seeking reimbursement?
- Have you provided the property owner's authorization?
- Have you signed a declaration?

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Façade Improvement
Grant Program

Design Guidelines & Information Package



Planning & Development
Town of Fox Creek
5/31/2018



I WHAT IS IT? PURPOSE, GOALS, GRANTS

The Town of Fox Creek has established the Façade Improvement Grant Program in 2018 to stimulate private sector investment for the revitalization of existing commercial and mixed-use buildings in Fox Creek's Downtown Revitalization Area.

Under the program, the Town of Fox Creek will provide approved applicants a grant of up to 50% of the cost, to a maximum of \$10,000 per building. The Town grant is intended to apply to construction costs to improve (and/or restore) the visual appearance and integrity of the building fabric or exterior façade(s). Funding may cover signage and landscaping costs at the discretion of the Town.

Program Goals:

Make Downtown area more inviting and interesting to walk and shop;

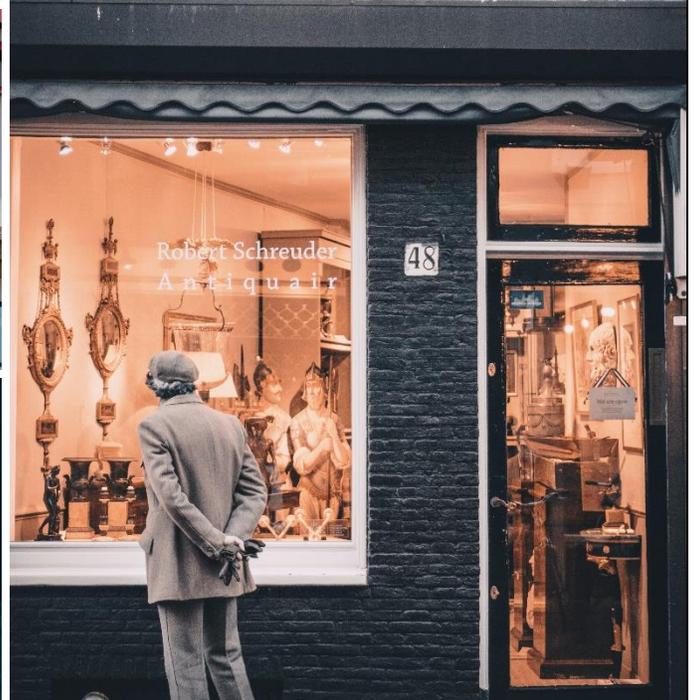
Help building owners attract and retain tenants;

Help business owners create better first impressions;

Build pride among local business community;

Contribute to the quality of life of residents, workers and visitors;

Enhance property values and marketability of the local business area.



2 WHO CAN APPLY?

Applicants of this program must be:

- Commercial and mixed-use building owners (or their agents)
- Commercial tenants - must have building owners' approval

3 WHAT BUILDINGS QUALIFY?

Participating buildings must meet the following criteria to be eligible for a grant through the program:

- Must be located within the boundaries of the Downtown Revitalization Area;
- Must be adjacent to the sidewalk, with an orientation toward the street and pedestrian environment;
- Must be primarily used for retail or commercial purpose. Some limited discretion may be exercised in extending program eligibility to institutional and non-profit projects or non-commercial uses adjacent to commercial activity with a street level function and aesthetic which are consistent with the intent.
- Must not have previously received a grant from the Façade Improvement Grant Program or the previous Downtown Beautification Program.



4 WHAT ARE THE GENERAL DESIGN GUIDELINES?

Funding is allocated on a case-by-case basis. Submitting an application does not guarantee a grant or a specific grant amount. All project proposals are subject to a comprehensive review and must meet high quality standards and reflect the spirit and intent of the design guidelines that follow.

- Façade improvements should make a building friendlier to pedestrians.
- Buildings should fit to a human scale design: large windows; awnings and balconies that create visually appealing spaces; signage with people-sized proportions; etc.
- Projects are encouraged to address winter conditions through: a permanent, four-season patio; awnings, balconies or projections that offer shelter but don't block sunshine; warm bright colors; landscaping that can provide color and texture in winter months; lighting to illuminate dark evenings; non-slip building entrances; etc.
- Improvements should demonstrate innovative and artistic design that make the building inviting and comfortable for shoppers.
- The design should consider principles of Crime Prevention through Environmental Design: adding windows or enlarging existing windows; using clear glass; decluttering windows of posters and signs; removing roller shutters; adding downcast lighting.



5 WHAT IMPROVEMENTS ARE ELIGIBLE FOR FUNDING?

The Façade Improvement Grant supports improvements to the first two stories of a building. The work must improve the building and adjacent pedestrian spaces by doing more than maintenance.

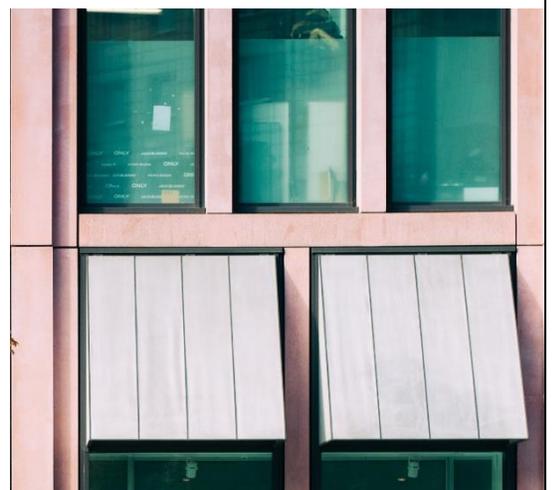
Façade features eligible to be restored, renovated or constructed with grant dollars may include the following:

- Exterior architectural and esthetic features;
- Architecture and design fees (to a maximum of 20% of eligible costs or \$1,000)
- Landscaping
- Doors and windows
- Exterior lighting
- Awnings and canopies
- Permanent patio infrastructure
- Cleaning and painting of facades
- Appropriate new signage or improvements to existing signage
- Structural repairs to walls, floors and foundations



6 WHAT IMPROVEMENTS ARE INELIGIBLE FOR FUNDING?

- Roof repairs/replacement
- Insulation
- Manufacture of commemorative plaques
- Renovation or restoration of building interiors
- Security systems
- Interior window coverings
- Sandblasting of brick



7 WHAT IS THE APPLICATION PROCESS?

To avoid any delays, get familiar with the following procedure for your grant application:

1. Initial site meeting

Prepare your ideas for the proposed project;

Review the program criteria and design guidelines to make sure that your project conforms with the spirit of the program and incorporates at least three eligible improvements;

Meet with the Assistant Development Officer on-site to verbally review your project plans and assess your eligibility.

2. Application

Prepare and submit an application package that includes:

- A detailed explanation, written and graphic, of the improvements to be made;
- The current photographs of the building façades;
- A statement indicating how the project reflects the principles of the Façade Improvement Design Guidelines;
- An explanation of the elements for which you are seeking reimbursement;
- The property owner's authorization;
- A signed declaration.

3. Design Review Committee

Your project application will be presented to the Façade Improvement Design Review Committee, who will respond with approval, approval with conditions or refusal.

Work with the Assistant Development Officer to address any of the questions or conditions that the committee has provided in response to your application.

Once your project design is approved, you can proceed with obtaining your permits and preparing for construction.



4. Permits

Obtaining all of the necessary permits prior to commencing the project. Staff at the Town Office are available to assist with all your permit, licensing and payment processing needs.

At a minimum, your project may require: Development Permit, Sign Permit, Building Permit

You are ultimately responsible for ensuring that you have submitted a complete application for each of the permits required of your project.

5. Reimbursement Agreement

Obtain two sets of quotes from general contractors or relevant sub-trades for all work to be completed as part of the project. The quotes must:

- Provide an itemized breakdown of work to be completed;
- Be from contractors that have a valid Town of Fox Creek business licence (please provide business license numbers);
- Be written or typed on business letterhead that displays a company name and contact information for a company representative.

Prepare and submit a pre-construction package the includes:

- A copy of permit applications for your project;
- A minimum of two contractor bids or quotes for all work proposed for the project;
- A cost summary of the itemized breakdown of the improvements and the corresponding specific costs, the selected vendor(s)/contractor(s), and the business license number of the contractor(s);
- A project schedule that estimates the duration of your project, with relevant milestones.

The Assistant Development Officer will review your application information to determine the grant amount available for your project. The Assistant Development Officer will prepare a Reimbursement Agreement to be signed by you and the Town.

With these permits and approvals in place, you are ready to start construction of your façade improvement project.





6. Reimbursement

Contact the Superior Safety Codes to schedule a final construction inspection, as required by the Alberta Building Code.

Prepare and submit a project completion package that includes:

- A letter indicating that you believe the project is finished and that you are requesting a final inspection;
- A copy of your permit service report confirming that your final construction inspection found that “work complies with the applicable regulations;
- A copy of each tenant’s business license;
- A cost summary of the itemized breakdown of the improvements and the corresponding specific costs, the selected vendor(s)/ contractor(s), and the Town of Fox Creek business license number of the contractor(s);
- A minimum of three photos of your new façade, including at least one taken after dark;
- Invoice(s) with demonstration of payment(s);
- A most recent Property Tax Notice.

The Assistant Development Officer will contact you to schedule and conduct a final inspection to evaluate the completed façade improvements against the Reimbursement Agreement. This is not the same as your final construction inspection and is required to initiate any final payment for your project.

Following a satisfactory inspection by a designate of the Façade Improvement Program, and with a project completion package in-hand, the Assistant Development Officer will prepare a reimbursement cheque consistent with the terms of the agreement.





8 GET IN TOUCH

Contact us today to discuss your project or submit your application.

Town of Fox Creek
102 Kaybob Drive, Box 149
Fox Creek, Alberta T0H 1P0
Phone: 780-622-3896
Email: admin@foxcreek.ca

Hours of Operation

Monday to Thursday:

8:00 am – 4:30 pm

Friday:

8:00 am – 1:00 pm



POLICY MANUAL



TITLE: Downtown Beautification Grant Program
DATE: March 16, 2017
AUTHORITY: Council
DEPARTMENT: Administration

Policy Title: "Downtown Revitalization Grant Program"

Section 1 Purpose of the Policy

To encourage the beautification of Downtown by providing a grant to Landowners who renovate exteriors or landscape existing commercial development in the Downtown Core.

Section 2 Policy Statement

Downtown Fox Creek is of strategic importance to the Town, as identified by both the Municipal Development Plan (2016) and the Downtown Area Redevelopment Plan (2016). Therefore, the Town of Fox Creek aims to encourage the revitalization of commercial development in the Downtown.

Given the strategic importance of Downtown and the authority granted by the Municipal Government Act, the Town of Fox Creek wishes to encourage the revitalization of the Downtown by providing grant funding based upon the terms of this policy.

Section 3 Definitions

- 3.1 **Applicant** means the owner of the Property who applies for a Downtown Revitalization Grant;
- 3.2 **CAO** means the Chief Administrative Officer of the Town of Fox Creek;
- 3.3 **Commercial Development** means a use involving business activity or undertaking; a profession, trade, employment or an activity providing goods and services as provided for in the Town of Fox Creek Land Use Bylaw.
- 3.4 **Council** means the Council of the Town of Fox Creek
- 3.5 **Development** means a building or an addition to or replacement or repair of a building and the construction or placing of any of them on, in, over or under land.

3.6 **Downtown Revitalization Area** means the area identified on Schedule A

3.7 **Downtown Revitalization Grant** means a grant payable by the Town of Fox Creek to an approved Applicant in accordance with a Revitalization Grant Agreement between the Town and the approved Applicant;

3.8 **Municipal Development Plan** means the Municipal Development Plan of the Town of Fox (2016);

3.9 **Owner** means the registered owner as identified on the certificate of title for the Property;

3.10 **Property** means land and improvements located in the Downtown Revitalization Area; and

3.11 **Revitalization Grant Agreements** means an agreement entered pursuant to this Policy in the form attached as Schedule C.

Section 4 Program Description

4.1 The Downtown Revitalization Grant Incentive Program is a program in which Owners of Property located in the Downtown Revitalization Area may apply for a Downtown Revitalization Grant from the Town of Fox Creek.

4.2 If the application is approved, the Town and the Applicant will enter a Revitalization Grant Agreement under which the Town will pay a Downtown Revitalization Grant matching the Applicant contributed funds up to a total amount of \$5000.00.

Section 5 Council

5.1 Will review the Downtown Revitalization Grant Program and may discontinue it at any time. The cancellation of the Downtown Revitalization Grant Program does not affect an approved Applicant who has signed a Revitalization Grant Agreement with the Town.

5.2 Will review the applications for a Downtown Revitalization Grant, and may approve or refuse an application, at its sole discretion.

5.3 Must identify funding for the Downtown Revitalization Grant Program and must ensure that all required budgets

Section 6 Chief Administrative Officer

6.1 Must review all applications for the Downtown Revitalization Grant Program to determine their compliance with the eligibility requirements;

6.2 Must refer all eligible applications to Council for decision;

6.3 Must identify for Council sources of funding for the Downtown Revitalization Grant Program;

6.3 Must monitor the Downtown Revitalization Grant Program and ensure compliance by the approved Applicants with the obligations in the Revitalization Grant Agreements.

Section 7 Applicant

7.1 May apply for the Downtown Revitalization Grant in writing, and must submit the application to the Chief Administrative Officer on the form attached at Schedule B;

7.2 Must comply with the provisions of the Revitalization Grant Agreement.

Section 8 Eligibility

8.1 To be eligible for the Downtown Revitalization Grant:

8.1.1 The Applicant must be the Owner of the Property;

8.1.2 The Property must be located in the Downtown Revitalization Area, identified in Schedule A;

8.1.3 The Property must be zoned as a Commercial Development;

8.1.4 The Applicant has upgraded existing development;

8.1.5 The Applicant has obtained all necessary permits for the construction, including development permits and any permits required under the Safety Codes Act, RSA 2000, c.S-01, including but not limited to building permits;

8.1.6 The Applicant obtained their permits after January 1, 2018 for the beautification of the property;

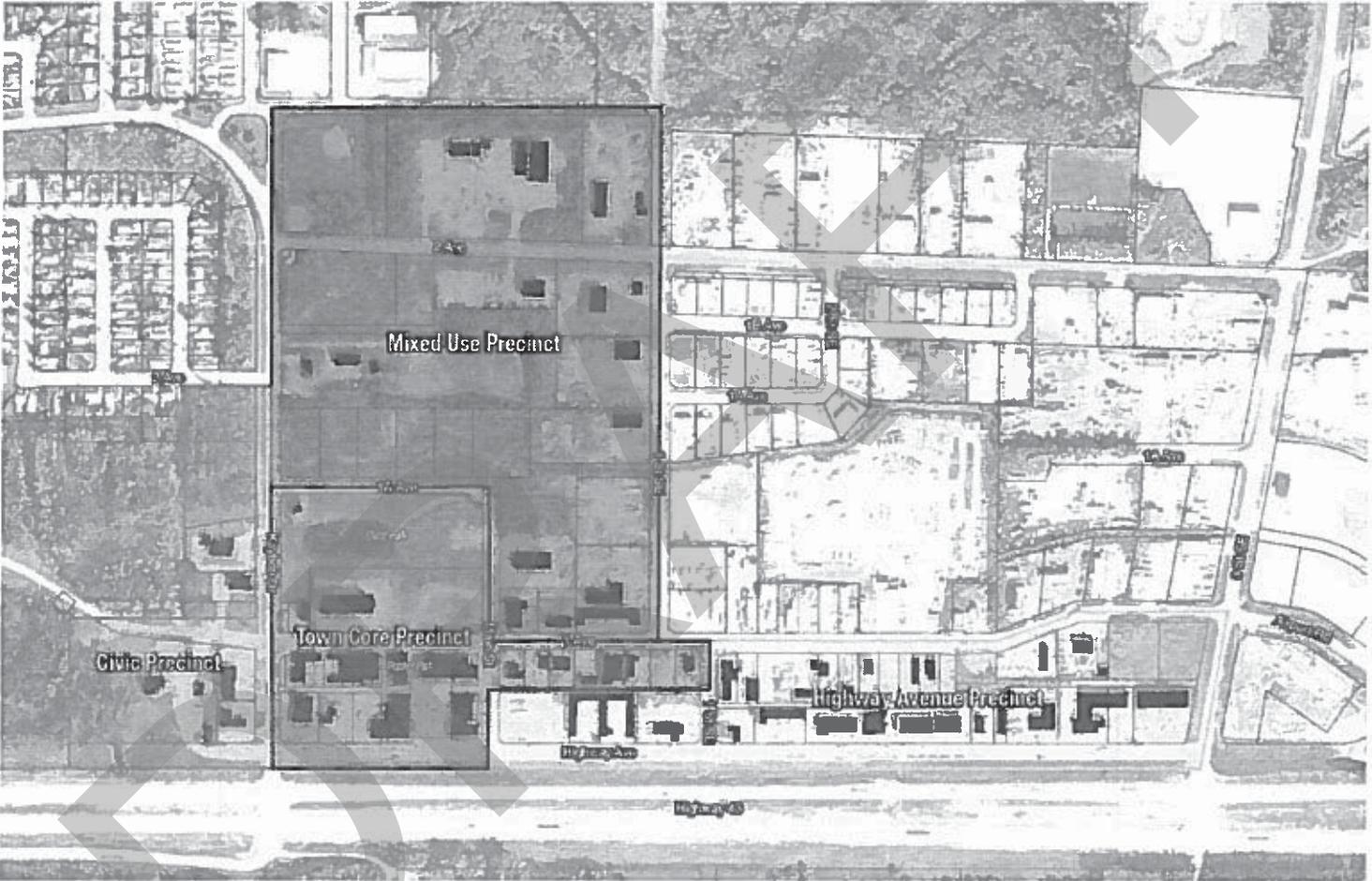
8.1.7 All construction must conform to the requirements of the Town of Fox Creek Land Use Bylaw and other applicable federal, provincial and municipal regulations.

8.1.8 The Applicant must not have any outstanding accounts with the Town of any taxes, receivables, utilities or any other service provided by the Town to the Owner.

James Ahn
Mayor

Roy Dell
Chief Administration Officer

**Schedule A
Downtown Revitalization Area**



Schedule B
Downtown Revitalization Grant Program Application Form
 Application Deadline – September 30 of the year preceding the application

For Office Use Only		
Property Roll Number	Taxation Year	Date
Legal Description of Property		
Municipal Property Address		
Does the Property have any outstanding accounts with the Town of Fox Creek?		Is the property located within the Downtown Revitalization Area?
<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No

PART 1 – PROPERTY INFORMATION			
Name of Property Owner	Telephone Number (Bus)	Telephone Number (Res)	
1918277 Alberta Ltd.	780-622-3101	780 552-3384.	
Email Address of Property Owner	randy.mckinnon@homsland.com.ca		
Address of Property Owner	Postal Code	Fax Number	
53 - 1st Ave. Fox Creek	T01A 1P0	780 622-3138	
Address of Property for which grant is requested			
53 - 1st Ave. Fox Creek AB T0H 1R0.			

PART 2 – DEVELOPMENT INFORMATION
Description of Project
Painting of Building as You drive into yard. Painting of south side of Building where water damaged paint. Complete the Tin on top of Street front 2nd level. Parking lot lines. H.H.
Development Permit Number:
Date Issued:

This information is being collected for the administration of the Downtown Revitalization Grant Program in accordance with the Town of Fox Creek Policy P059-2017 and s.33(c) of the Freedom of Information and Protection of Privacy Act. All personal information will be managed in compliance with the provisions of the FOIP Act. Questions about the collection of this information can be directed to Kristen Milne, Assistant Chief Administrative Officer.

Randy McKinnon
 Name (please print)

Aug 21/17
 Date


 Signature

Schedule C
Revitalization Grant Agreement

REVITALIZATION GRANT AGREEMENT ENTERED INTO THIS 21 DAY OF Aug, 2018

BETWEEN:

The Town of Fox Creek
P.O. Box 149
102 Kaybob Drive
Fox Creek, Alberta, T0H 1P0

And

Randy McInnes.
1918277 Alberta Ltd.
(owner of Home Hardware).

WHEREAS:

Section 3 of the *Municipal Government Act, RSA 2000, c.M-26* provides that the purposes of a municipality are to provide services, facilities or other things that, in the opinion of Council, are necessary or desirable for all or part of the municipality, and to develop and maintain safe and viable communities;

Council for the Town of Fox Creek wishes to encourage land owners to revitalize their property in Downtown Fox Creek by entering into this Downtown Revitalization Program;

Council is of the opinion that a Downtown Revitalization Grant Program benefits the citizens of the Town of Fox Creek by revitalizing the downtown, thereby increasing business to the area and increasing the value of those properties, thereby increasing the Town's tax base;

Council is of the opinion that a Downtown Revitalization Grant Program provides the necessary incentives and certainty for landowners to encourage them to revitalize their properties;

The Landowner wishes to revitalize their property and participate in the Downtown Revitalization Grant Program on the terms and conditions set out in this Revitalization Grant Agreement;

NOW THEREFORE:

The parties in this agreement, in consideration of the mutual covenants and conditions to be observed and performed by each party, agree as follows:

SECTION 1 – DEFINITIONS

1.1 In this Agreement, the following words and expressions shall have the meanings set forth in this Agreement:

- a) **CAO** means the individual appointed by the Town Council as the Chief Administrative Officer for the Town or his or her delegate; and
- b) **Council** means the Council of the Town of Fox Creek;
- c) **Effective Date** is the date set out in Section 2.1;
- d) **Property** means those lands legally described in Schedule A to this Agreement and any improvements thereon as shown on the map attached hereto as Schedule B to this Agreement;
- e) **Party** means the Town or the Landowner;
- f) **Revitalization Grant** means the sums to be paid by the Town to the Landowner under Section 4 of this Agreement;
- g) **Town** means the municipal corporation of the Town of Fox Creek.

SECTION 2 – TERM AND TERMINATION

- 2.1 This Agreement shall be in effect for one year from March 31, 2017 to December 31, 2018.
- 2.2 This Agreement may not be renewed.

SECTION 3 – LANDOWNER REPRESENTATIVES, OBLIGATIONS AND ACKNOWLEDGEMENTS

- 3.1 In consideration of the Town paying the Landowner as provided for in Section 4 -. The Landowner represents that as of the Effective Date:
 - a) The Landowner has obtained a valid development permit from the Town for the Revitalization Project, which is not subject to appeal to the Subdivision and Development Appeal Board of the Town;
 - b) The Landowner has obtained valid permits under the *Safety Codes Act, RSA 2000, c.S-01*; and
 - c) The Landowner has completed construction of the Revitalization Project.
- 3.2 If the landowner is not in good standing with all accounts with the Town of Fox Creek, the Landowner is not entitled to the Revitalization Grant.

3.3 The Landowner acknowledges that the Downtown Revitalization Grant is tied to the Property so that if the Landowner sells the Property, the Landowner is not entitled to the Downtown Revitalization Grant following the effective date of the sale.

3.4 The Landowner is responsible for providing the Town of Fox Creek with all required documentation and receipts proving the amount spent on the Revitalization Project.

SECTION 4 – TOWN OBLIGATIONS

4.1 No later than three (3) months after the completion of the project and after receiving all required documentation from the Landowner, the Town shall pay to the Landowner an amount matching 100% of the amount the Landowner contributed to the project up to a total of \$5000.00.

SECTION 5 – GENERAL

5.1 This Agreement may be altered from time to time by mutual written consent of the parties hereto.

5.2 Notice with regard to this agreement shall be forwarded in writing by single registered mail to:

In the case of the Town:	In the case of the Landowner:
Town of Fox Creek PO Box 149 102 Kaybob Drive Fox Creek, Alberta TOH 1P0	<i>P.O. Box 840 Fox Creek AB. TOH 1P0.Fox Creek, Alberta TOH 1P0</i>

5.3 This Agreement constitutes the entire agreement between the parties. No other warranties or representations are given or implied.

5.4 This agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

5.5 The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any of its provisions.

5.6 Each of the Parties agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

5.7 This Agreement may not be altered or amended in any of its provisions, excepts where any such changes are reduced to writing and executed by the Parties.

5.8 If any term, covenant or condition of this Agreement or the application thereof to any Party or circumstances shall be invalid or unenforceable to any extent, he remainder of this Agreement or application of such term, covenant or condition to a Party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

5.9 This Agreement shall endure to the benefit of an be binding on the parties, their respective successors, and permitted assigns. This Agreement shall not be assignable by the Landowner without the express written approval of the Town.

5.10 Any references to legislation in this Agreement includes:
a. a reference to the legislation as amended or replaced, and
b. a reference to any regulations, bylaws or other binding instruments made under it.

IN WITNESS THEREOF the parties have hereunto set their hands and seals in the presence of their proper officers and the individual parties have hereunto set their hands and seals as of the day and year first above written, but effective on the date set out in article 2.1.

TOWN OF FOX CREEK

Date: _____
Per: _____
Mayor

Date: _____
Per: _____
Chief Administrative Officer

LANDOWNER

Date: Aug 21/2017
Per: 
<name of landowner>
Randy McInnon