

# 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.

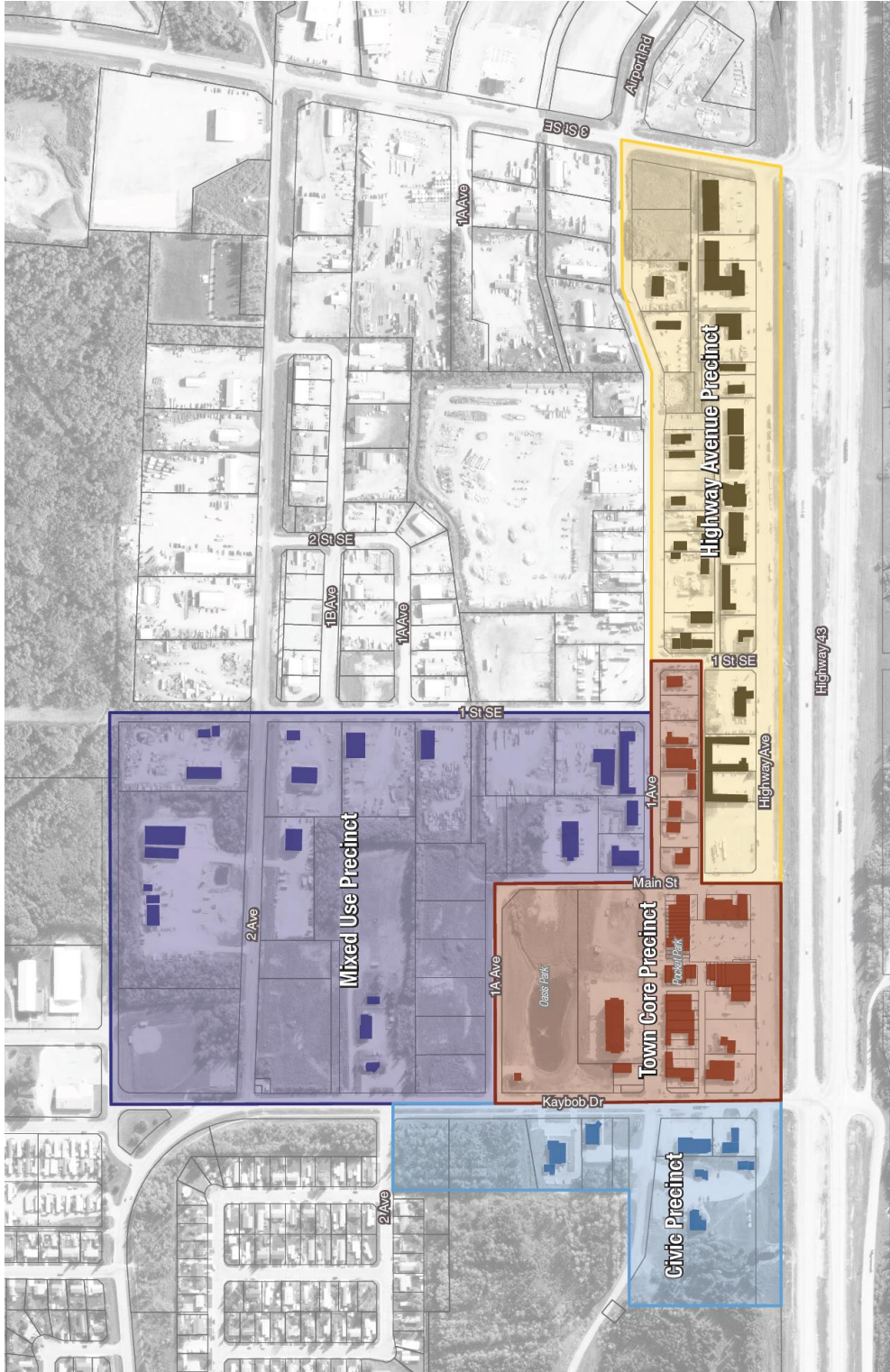
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James Ahn  
Mayor

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

PART 1 – PROPERTY INFORMATION		
<b>Name of Property Owner</b>	<b>Telephone Number (Bus)</b>	<b>Telephone Number (Res)</b>
<b>Email Address of Property Owner</b>		
<b>Address of Property Owner</b>	<b>Postal Code</b>	<b>Fax Number</b>
<b>Address of Property for which grant is requested</b>		

PART 2 – DEVELOPMENT INFORMATION
<b>Description of Project</b>
<b>Development Permit Number:</b>
<b>Date Issued:</b>

*This information is being collected for the administration of the Downtown Revitalization Grant Program in accordance with the Town of Fox Creek Policy PO59-2017 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.*

\_\_\_\_\_  
 Name (please print)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature

**Schedule C  
Revitalization Grant Agreement**

**REVITALIZATION GRANT AGREEMENT ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018**

**BETWEEN:**

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

**And**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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 Downton 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, \_\_\_\_\_ to December 31, \_\_\_\_\_.
- 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.5-01*; 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 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:

<p>In the case of the Town:</p> <p>Town of Fox Creek          PO Box 149          102 Kaybob Drive          Fox Creek, Alberta          T0H 1P0</p>	<p>In the case of the Landowner:</p> <p>Fox Creek, Alberta          T0H 1P0</p>
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- 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: \_\_\_\_\_

Per: \_\_\_\_\_  
<name of landowner>