



## The Journey

**2,449 square-foot  
Century home  
built in 1880s**

**PKAR has used  
the building as an  
office for 43 years**



**Operation  
Transformation**



Application No. \_\_\_\_\_

**CITY OF PETERBOROUGH CENTRAL AREA REVITALIZATION (TAX INCREMENT BASED) PROGRAM GRANT AGREEMENT**

**THIS CENTRAL AREA REVITALIZATION (TAX INCREMENT BASED) GRANT AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF PETERBOROUGH**  
(the "City")

and

**PETERBOROUGH AND THE KAWARTHAS ASSOCIATION OF REALTORS INC.**  
(the "Owner")

**WHEREAS** the Owner is the registered Owner of, or operates a business on, lands described in Schedule "A" attached to this Agreement ("the subject lands") which are situated within the Central Area Community Improvement Project Area, and the Owner has applied to the City for a Central Area Revitalization (Tax Increment Based) Grant ("Grant") under the City's Central Area Revitalization (Tax Increment Based) Grant Program ("Program") and the City has agreed to make such a Grant pursuant to Section 28 of the *Planning Act* and under By -Law No. 11 -115;

**AND WHEREAS** as a condition of approval of such a Grant, the Owner is required by the City to enter into this Agreement;

**AND WHEREAS** the application submitted by the Owner is attached hereto as Schedule "B";

**NOW THEREFORE IN CONSIDERATION** of the City making this Grant in the maximum amount of \$52,856.30 to the Owner, the Owner and the City hereby agree:

**1. INFORMATION ON SUBJECT LANDS**

- 1.1 The Grant shall apply to the subject lands as set out in Schedule A attached.
- 1.2 The subject lands are not designated under the Ontario Heritage Act.

## 2. GRANT ELIGIBILITY

### 2.1 To be eligible for the Grant:

- a. The Applicant's solicitor has provided the City Solicitor with a current: (i) Corporate Profile Report for the Applicant; and (ii) copy of the PIN page for the subject lands showing that the subject lands are free and clear of any liens.
- b. The subject lands with proposed rehabilitation works, improvements, construction, developments or redevelopments (hereinafter referred to as "rehabilitation"), shall conform to and fulfill the objectives and Program requirements of the Central Area Revitalization (Tax Increment Based) Grant Program and the Central Area Community Improvement Plan ("CIP");
- c. The subject lands with proposed rehabilitation works, improvements, construction, developments or redevelopments (hereinafter referred to as "rehabilitation"), shall conform to and fulfill the objectives of (i) this Agreement any other requirements as specified by the City in any (ii) other CIP agreement and (iii) any other agreement.

### 2.2 The Owner acknowledges that it has received and read a copy of the City's Central Area Revitalization (Tax Increment Based) Grant Program Application Package (the "Package") and the City's Central Area CIP, and the Owner covenants with the City that the subject lands shall be rehabilitated and the Grant provided for in this Agreement shall be applied in accordance with the City's objectives, policies and program requirements set out in the Package and the CIP.

## 3. GRANT CALCULATION

### 3.1 Definitions:

**Pre-project assessed value** – means the assessed value of the subject lands as determined by the Municipal Property Assessment Corporation ("MPAC") the day before rehabilitation works commence.

**Post- project assessed value** – means the assessed value of the subject lands as determined by the MPAC when the rehabilitation works are complete.

**Municipal pre-project property taxes** – means City of Peterborough property taxes the day before rehabilitation works commence.



**Municipal post-project property taxes** – means City of Peterborough property taxes based on the assessed value of the subject lands as determined by the MPAC when the rehabilitation works are complete.

- 3.2 The annual Grant will be equivalent to 100% of the increase in municipal property taxes, which do not include education taxes, in years 1 to 5 after the rehabilitation is complete, 80% in year 6, 60% in year 7, 40% in year 8, and 20% in year 9. Grant payments will cease on the earlier of:
- a. the date when the total of all annual Grant payments equal the total costs of rehabilitation of the subject lands; or
  - b. 9 years after the date of completion of the rehabilitation of the subject lands.
- 3.3 The amount of the grant payments is calculated according to the figures set out below. Some of the figures set out are estimates only. The actual grant payment amounts will be based on the actual post-project assessed value (AV) as determined by the Municipal Property Assessment Corporation ("MPAC"):

Estimated cost of rehabilitation:	\$ 275,370.24
Pre-project AV:	\$ 208,000.00
Municipal pre-project property taxes:	\$ 7,550.90
Post project AV (estimated)	\$ 416,000.00
Post project AV (actual - MPAC)	\$

Calculation of Grant (see table below)

"Initial Grant" = (Estimated Municipal post-project property taxes - Municipal pre-project property taxes) \* Grant factor

"Actual Grant" after property has been re-valued by MPAC, a new or supplemental property tax bill has been issued, and property taxes have been paid in full = (Actual Municipal post-project property taxes - Municipal pre-project property taxes) \* Grant factor

## GRANT CALCULATION SCHEDULE

Year (N) (1)	Grant Factor (2)	Municipal Tax Increment (3) = Post-project taxes in Year N – Pre-project taxes	Grant (2*3)
1	100%	\$7,550.90	\$7,550.90
2	100%	\$7,550.90	\$7,550.90
3	100%	\$7,550.90	\$7,550.90
4	100%	\$7,550.90	\$7,550.90
5	100%	\$7,550.90	\$7,550.90
6	80%	\$7,550.90	\$6,040.72
7	60%	\$7,550.90	\$4,530.54
8	40%	\$7,550.90	\$3,020.36
9	20%	\$7,550.90	\$1,510.18

- 3.4 The total value of the sum of the annual Grant payments that may be provided under the Program shall not exceed the total costs of rehabilitation that have been accepted by the City, which costs are estimated, as of the date of this agreement, at \$275,370.24.
- 3.5 Where the actual costs of rehabilitation are, in the opinion of the City, less than the estimated costs of rehabilitation (\$275,370.24) the maximum permitted amount of the total annual grant payments shall be reduced by the difference between the estimated costs and the actual costs.
- 3.6 Where at any time after the original rehabilitation of the subject lands, new construction is added to the subject lands that is not part of the original Program Application, the Grant payment will be calculated only in respect of the original rehabilitation contained in the original application, based on the property taxes levied in the last year before revaluation by MPAC as a result of the new construction added to the subject lands.
- 3.7 The annual Grant payment shall be calculated by the City based upon, and provided the City is satisfied in its discretion that:
- rehabilitation of the property was completed and took place in accordance with the proposed rehabilitation as specified in the Program Application and this Agreement;
  - there was and remains during each year of the Grant payment, an increase in net municipal property taxes as a result of an increase in the assessed value attributable to the completion of the rehabilitation;
  - annual Grant payments after the first Grant payment are adjusted downwards in the event the tax increase in any subsequent year has been reduced.

- 3.8 The estimated Grant payments calculated as set out in Paragraph 3.3 above in this Agreement are based on preliminary estimates of post project assessed value and post project tax rates. Accordingly, the amount of the Grant payment shall be recalculated by the municipality based on actual assessed value as determined by MPAC and actual post project tax rates prior to payment of the Grant.
- 3.9 This program does not exempt property owners from an increase in municipal taxes due to a general tax rate increase or a change in assessment for any other reason after the property has been improved, except by reason of an assessment appeal.

#### **4. GRANT PAYMENT**

- 4.1 The City shall review all cost estimates submitted in support of the Application in evaluating the estimated rehabilitation costs eligible for the Grant, which costs, when approved by the City shall constitute the maximum amount of the total grant payments to be paid out over a maximum of 9 years. In the event the City is not satisfied with said cost estimates, the City may substitute their opinion of such amounts for purposes of calculating the eligible rehabilitation costs for the Grant. If the City is not in receipt of sufficient information satisfactory to the City to determine rehabilitation costs and the amount of the Grant, the application will not be processed and the application file will be closed. The decision of the City regarding the total amount of rehabilitation costs, the calculation of the total estimated maximum Grant and the calculation of the actual Grant payments is final, absolute and within the City's sole discretion.
- 4.2 The Grant is not payable by the City until such time as additional assessment eligible for a Grant has been added to the assessment roll by the MPAC, all taxes eligible for a grant have been billed by the City, and taxes have been paid in full for at least one year by the Owner. The Grant will not be issued if there is an outstanding tax payment. If at any time after the execution of this Agreement, property taxes are owing on a property for more than one full year, the City will have the option, upon notice to the Applicant, and at its sole discretion, to terminate all future grant payments. The City is under no obligation under this agreement to inform the Owner that the property taxes are in arrears.
- 4.3 The Grant is not payable by the City until such time as all assessment appeals relating to the value of the subject lands before the additional assessment or as to the additional assessment have been filed and finally determined.

- 4.4 The Owner shall not commence any works that are the subject of a Grant Application prior to receiving approval of the Grant Application and execution and registration on title of this Agreement.
- 4.5 In the event that construction and completion of the rehabilitation in the original Program Application is not commenced within five (5) years and completed within seven (7) years of the signing of this agreement, this Grant approval shall be at an end, no Grant payments shall be paid to the Owner, and this Agreement shall be terminated. The City's decision as to when such rehabilitation is commenced and completed is final and absolute.
- 4.6 Annual grant payments are not payable by the City until each of the following conditions are fulfilled in a manner satisfactory to the City:
- a. this Grant Agreement has been signed, executed and registered in title;
  - b. the Owner has satisfied the City that the rehabilitation of the subject property has been fully completed and that there are no liens registered on title;
  - c. the Owner has supplied the City with evidence satisfactory to the City as to the amount of the rehabilitation costs incurred by the Owner;
  - d. the Owner has satisfied the City that the total rehabilitation costs incurred have been paid in full and that there are no liens, claims or litigation in respect of the Owner's obligation to pay these costs;
  - e. the Owner has satisfied the City that there are no outstanding work orders and /or orders or requests to comply from any City department or other regulatory authority in respect of the redevelopment, the property and the business of the Owner conducted on the subject lands;
  - f. the Owner has satisfied the City that as of the date of the proposed first Grant payment, the Owner, its rehabilitation project and property are in full compliance with:
    - i. any agreement(s) relating to the property in favour of the City, including any Agreement relating to: subdivision, modified subdivision, service, site plan approval, encroachment, joint sewer water use, easement or other Agreement; and,

- ii. by-laws of the City, provincial or federal legislation and their regulations.
- g. the Owner has satisfied the City that the post project assessed value of the subject property has increased as a result of the said rehabilitation;
- h. the Owner or the City has not appealed the post-project assessed value and there exists no other pending appeal which has not been settled completely in respect of the post project assessed value;
- i. the Owner has satisfied the City that the property taxes for the year during which property taxes were calculated pursuant the said increased assessment and for each of the preceding years, have been paid in full, have not been deferred and there are, at the time of payment of the annual Grant, no instalments of property taxes for the current year remaining to be invoiced and paid;
- j. the Owner has satisfied the City that the Owner, as of the date of the proposed Grant payment, has paid in full and not deferred all other charges (where applicable) against the property in favour of the City, including but not limited to: Development Charges, park land dedication fees, special assessments, building permit fees and local improvement charges.

## **5. PROVISIONS RELATING TO THE OWNER**

- 5.1 At the time of application for the Program, the Owner, if a corporation, will provide the City with a certified true copy of a resolution of the Board of Directors of the Owner (certified by an officer of the corporation) that authorizes the application to the City for the Program.
- 5.2 At the time of application for the Program, the Owner shall have submitted to the City for its review and acceptance, the Owner's plans for the rehabilitation and supporting documentation, including the Owner's proposed residential and non residential uses for the redevelopment.
- 5.3 The Owner will complete all eligible works as specified in the approved Grant application, and in documentation submitted in support of the Grant application, including but not limited to the architectural /design drawings, specifications, contracts and cost estimates. As the City is relying upon this information, if the information in this Agreement, the associated application, and/or any supporting documentation submitted to the City is, in the opinion of the City, incomplete, false, inaccurate or misleading, the Grant maybe reduced and/or delayed, and /or cancelled, and where part

or all of the Grant has already been paid by the City, such payments shall be repaid by the Owner as required by the City.

- 5.4 Upon request, the Owner shall supply to the satisfaction of the City prior to issuance of any and all grant payments, environmental reports and documentation showing that the subject lands have been remediated to the appropriate levels for the proposed use. This includes, where required by the City, proof of acknowledgement of a signed Record of Site Condition (RSC) by the Ministry of Environment (MOE) for the subject lands.
- 5.5 The Owner shall not commence any works that are the subject of a Grant Application prior to receiving approval of the Grant Application, approval of this Agreement, and execution and registration on title of this Agreement.
- 5.6 The Owner agrees that the rehabilitation shall be made in compliance with all required Building Permits, and constructed in accordance with the Ontario Building Code and all applicable zoning by-law requirements, municipal requirements and other approvals required at law.
- 5.7 The Owner agrees and covenants to the City that if the building(s) and improvements that are the subject of this Agreement are demolished, in whole or in part, or any of the heritage features of the property are altered in any way that would compromise the reasons for designation, prior to the expiration of the term of this Agreement, all subsequent Grant payments shall cease, and all Grant payments already paid by the City to the Owner shall be repaid to the City.
- 5.8 Upon completion of the project, the Owner shall provide the City with documentation satisfactory to the City as to the amount of the actual costs of rehabilitation incurred by the Owner which shall be considered by the City in its discretion, when determining the total maximum amount of the Grant.
- 5.9 The Owner will provide to the City, upon request, a rehabilitation status report signed by the Owner to confirm the status and completion of the approved rehabilitation; a detailed progress report of the status of the rehabilitation, including, but not limited to, the rehabilitation schedule, the existence and extent of any faults or defects, the value of the work done under any contract, the amount owing to any contractor and the amounts paid or retained by the Owners on any contract.
- 5.10 The Owner shall ensure there are no liens or other claims outstanding in respect of the subject lands, including its re-development, and all accounts for work and materials which could give rise to any claim for a construction lien against the subject lands have been paid.

- 5.11 The Owner shall ensure that the Owner is in compliance with the Construction Lien Act, including its holdback provisions and is not aware of any potential or unresolved Lien claim in respect of the redevelopment.
- 5.12 The Owner agrees to comply with all outstanding work orders and /or orders or requests to comply from any and all City departments prior to or as a condition of Grant approval.
- 5.13 The Owner shall ensure that the property is maintained in its rehabilitated condition during the term of the Grant.
- 5.14 The Owner covenants to the City that where the ownership of part or all of the subject lands ceases for any reason to be in the Owner's name by sale, assignment or otherwise, prior to the advance of all of the Grant payments, the Owner will notify the City in writing of said pending ownership change at least 60 days prior to the ownership change taking place. The Owner hereby acknowledges that it is reasonable for the City to take up to 60 days to provide its response, if any, to the notice received from the Owner under Section 6.14.
- 5.15 The Owner will be responsible for ensuring that they can be contacted by the City for the purpose of delivering Grant cheques.
- 5.16 The Owner acknowledges that without limiting the generality of the other provisions of this Agreement:
  - a. the onus and responsibility is upon the Owner at all times to assume all costs of rehabilitation of the subject lands and to apply for and obtain, at the Owner's expense, all approvals required from the City, and all other agencies for the rehabilitation of the subject lands, including but not limited to all Official Plan Amendments, rezoning bylaws, minor variances, and site plan approval;
  - b. nothing in this Agreement limits or fetters the City in exercising its statutory jurisdiction under the Planning Act or under any other legislative authority or by-law and that in the event the City decides to deny or oppose or appeal any such decision, that such action by the City is not in any manner limited by reason of the City entering into this Agreement;
  - c. the Owner releases the City from any liability in respect of the City's reviews, decisions, inspections or absence of inspections regarding this rehabilitation and the Owner agrees that it is its responsibility at all times to prepare and implement its rehabilitation as would a careful and prudent land owner;



- d. nothing in this Agreement is intended to impose or shall impose upon the City any duty or obligation to inspect or examine the land for compliance or non compliance or to provide an opinion or view respecting any condition of development; and,
  - e. nothing in this Agreement is intended to be or shall be construed to be a representation by the City regarding compliance of the land with: (1) applicable environmental laws, regulations, policies, standards, permits or approvals, or, (2) other by -laws and policies of the City.
- 5.17 The Owner agrees that if after it has received a Grant payment(s) from the City, it successfully appeals the post project assessed value on which that Grant payment(s) is based, and as a result, there is a retroactive decrease in the assessed value, the City may deduct the amount of any resulting Grant overpayment from future Grant payments and/or add any Grant overpayment to municipal property taxes payable on the property.
- 5.18 If the City determines in its sole discretion that any of the conditions of this Agreement are not fulfilled, the City may at its sole discretion cease or delay the Grant payments, and the Owner agrees that notwithstanding any costs or expenses incurred by the Owner, the Owner shall not have or seek any claim for compensation or reimbursement of these costs and expenses against the City and that the City is not liable to the Owner for losses, damages, interest, or claims which the Owner may bear as a result of the lapse of time (if any) where the City is exercising its rights herein to either delay a Grant payment pending the Owners' compliance with this Agreement, or to terminate this Agreement.
- 5.19 The Owner shall indemnify and save harmless from time to time and at all times, the City, its officers, employees, and agents from and against all claims, actions, causes of action, interest, demands, costs, charges, damages, expenses and loss made by any person arising directly or indirectly from:
- a. the City entering into this Agreement; and
  - b. any failure by the Owner to fulfil its obligations under this Agreement. This indemnification shall, in respect of any matter arising prior to the termination of this Agreement, remain in force following termination or expiry of this Agreement.

- 5.20 The Owner is bound by this Agreement, unless, prior to the Owner receiving the Initial Grant payment, the Owner gives notice in writing to the City, that the Owner has decided not to accept the Grant contemplated by this Agreement, in which case, the Agreement is terminated.

**6. PROVISIONS RELATING TO THE CITY**

- 6.1 The City agrees to provide a grant to the Owner to be paid out over a maximum of nine (9) years, to be used toward the costs of rehabilitation of the subject lands, subject to and in accordance with the terms and conditions set out in this Agreement, provided that the total of such grants shall not exceed the total costs of rehabilitation designated and accepted by the City, estimated as of the date of this agreement, in the amount of \$275,370.24.
- 6.2 Upon re- evaluation of the subject lands by MPAC, the City shall calculate the actual post project municipal property taxes and the initial Grant.
- 6.3 On an annual basis, the City, upon being satisfied that the Owner is in compliance with this Agreement and has met all and any other requirements of the City, shall pay the annual Grant payment.
- 6.4 The City reserves the right to require a third party review or independent audit, at the Owner's expense, of all documentation submitted in support of the Application or during the administration of the initial or subsequent annual Grant payments, including, but not limited to:
- a. estimates and actual costs of all rehabilitation works; and,
  - b. environmental reports and documentation.
- 6.5 The City, its employees and agents are entitled to inspect the subject lands and all fixtures and improvements upon the subject lands at any time during usual business hours for the purpose of ascertaining their condition or state of repair or for the purpose of verifying compliance with the provisions of this Agreement.
- 6.6 If the Owner cannot be reached, or does not respond to written enquiries from the City for a period of 365 days or more, then the City will have the option, without notice and at its own discretion, of terminating all future Grant payments to the Owner.
- 6.7 If, in the opinion of the City, the subject lands are not maintained in their rehabilitated condition, the City may at its own discretion, terminate all future Grant payments and require repayment of all Grant payments already paid out by the City to the Owner.

- 6.8 The City retains the right at all times not to make any or all Grant payments or to delay payment where the City deems that there is non compliance by the Owner with this Agreement. In particular, without limiting the generality of the foregoing, the Grant is conditional upon periodic reviews being completed to the City's satisfaction that there: (i) have been no adverse change(s) in the rehabilitation and (ii) there is compliance, on the part of the Owner, with all other requirements contained in this Agreement.
- 6.9 Except where expressly stated in this Agreement, all conditions in this Agreement are for the benefit of the City and may only be waived by the City. No waiver is effective unless in writing.

## **7. DEFAULT AND REMEDIES**

- 7.1 On the occurrence of default under this Agreement, the City shall be entitled to its remedies to enforce the terms of this Agreement, including:
- a. delaying or ceasing payment of the Grant;
  - b. requiring repayment of the Grant; and/or
  - c. terminating this Agreement.
- 7.2 Default shall be deemed to occur upon any default of the Owner in complying with the terms set out in this Agreement, including but not limited to the following:
- a. the as constructed works do not comply with the description of the works as provided in the Application Form and Required Documents;
  - b. the works are not undertaken in conformity with the Ontario Building Code and all applicable zoning requirements and planning approvals;
  - c. the Owner sells, transfers or otherwise disposes of the property without advising the City;
  - d. the building for which a Grant was provided is demolished or designated heritage features of that building are altered during the term of the Grant;

- e. the building is damaged by fire or otherwise, and repair or reconstruction is not commenced within 90 days;
- f. the Owner is in property tax arrears with respect to the property for more than 90 days;
- g. any representation or warranty made by the Owner is incorrect in any material respect;
- h. failure to perform or comply with any of the obligations contained in this Agreement or contained in any other Agreement entered into between the Owner and the City;
- i. the Owner makes an assignment for the benefit of creditors, or assigns in bankruptcy or takes the advantage in respect of their own affairs of any statute for relief in bankruptcy, moratorium, settlement with creditors, or similar relief of bankrupt or insolvent debtors, or if a receiving order is made against the Owner, or if the Owner is adjudged bankrupt or insolvent, or if a liquidator or receiver is appointed by reason of any actual or alleged insolvency, or any default of the Owner under any mortgage or other obligation, or if the subject lands or interest of the Owner in the subject lands becomes liable to be taken or sold by any creditors or under any writ of execution or other like process;
- j. construction ceases for a period of 60 days due to the Owner's default (strikes and Acts of God excepted) and /or the Owner abandons the property or project;
- k. the Owner is in default of the terms and conditions of the construction financing secured by the first mortgage;
- l. this Agreement is forfeited or is terminated by any other provision contained in it.

7.3 The City may, at its sole discretion, provide the Owner with an opportunity to remedy any default.

## **8. ADDITIONAL PROVISIONS**

- 8.1 This Agreement shall remain in effect from the date of its registration on title to the earlier of:
- a. the Owner informing the City in writing prior to the initial grant payment, that the Owner has decided not to accept the Grant;

- b. the City informs the Owner in writing that due to the non fulfilment or non compliance with a required condition or due to default, this Agreement is at an end;
- c. the total amount of the Grant paid out to the Owner equals the total costs of rehabilitation; or
- d. ten years from the date of completion of the rehabilitation.

8.2 Time shall be of the essence with respect to all covenants, Agreements and matters contained in this Agreement.

8.3 Schedules "A" and "B" attached to this Agreement form part of this Agreement.

## 9. NOTICES

9.1 Where this Agreement requires notice to be delivered by one party to the other, such notice shall be in writing and delivered either personally, by e - mail, by fax or by prepaid registered first class post, by party wishing to give such notice, to the other party at the address noted below:

Such notice shall be deemed to have been given:

- a. in the case of personal delivery, on the date of delivery;
- b. in the case of e-mail or fax, on the date of transmission provided it is received before 4:30 p.m. on a day that is not a holiday, as defined in the Interpretation Act, failing which it shall be deemed to have been received the next day, provided the next day is not a holiday; and, in the case of registered post, on the third day, which is not a holiday, following posting.
- c. Notice shall be given:

**To the Owner at:**

Name:

Company:

Mailing Address:

Telephone No:

Fax No:

E- mail:

**To the City at:**

City of Peterborough  
Planning & Development Services  
500 George St. N  
Peterborough, ON K9H 3R9  
Attention: Manager of Planning

Telephone No: 705- 742 -7777, ext. 1781  
Fax No: 705- 742 -5218  
E -mail: khetherington@peterborough.ca

**IN WITNESS WHEREOF** the parties hereto have hereunto affixed his hand and corporate seal duly witnessed and attested by the hands of the proper signing officers in that behalf and the said signing officers certify that they have authority to bind their corporation.

SIGNED, SEALED AND DELIVERED  
In the presence of

**THE CORPORATION OF THE CITY OF  
PETERBOROUGH**

**PETERBOROUGH AND THE  
KAWARTHAS ASSOCIATION OF  
REALTORS INC.**

\_\_\_\_\_  
Daryl Bennett, Mayor

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
John Kennedy, City Clerk

\_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the Corporation.

**SCHEDULE "A"**

Of a Grant Agreement between the City and the Applicant named in this Agreement.

Name of Registered Property Owner	<u>Peterborough and the Kawarthas Association</u> <u>of Realtors Inc.</u>
Address of Subject Lands	<u>273 Charlotte Street</u>
Assessment Roll Number(s)	<u>151403010002100-0000</u> <u></u> <u></u>

Is property designated under the Ontario Heritage Act?      Yes \_\_\_\_\_      No ✓

**Legal Description of Land**

CON X PT LOT XX



**SCHEDULE "B"**  
**The Application**

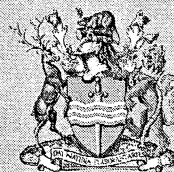


# Central Area Community Improvement Plan

## **Central Area Revitalization (Tax Increment Based) Grant Program**

### **Application Package**

- PROGRAM GUIDE •
- APPLICATION PROCESS CHART •
- APPLICATION FORM •
- GENERAL ADMINISTRATION PROVISIONS •



City of  
**Peterborough**

# Central Area Revitalization (Tax Increment Based) Grant Program Guide

## 1) PROGRAM DESCRIPTION

This program would provide a grant to property owners who undertake the remediation, rehabilitation, restoration, or redevelopment of their properties that results in a reassessment of their properties.

## 2) WHO CAN APPLY?

Any property owner within the Central Area Community Improvement Project Area (as shown on the attached map) may apply in writing to the City and must receive written approval prior to commencing any work related to the grant.

## 3) IS THERE A FEE TO APPLY?

No.

## 4) IS A PROJECT ELIGIBLE FOR FUNDING FROM MORE THAN ONE CIP INCENTIVE PROGRAM?

Yes.

## 5) WHAT IS THE MAXIMUM GRANT AMOUNT?

The grant amount for this program shall not exceed 100% of the increase in the municipal portion of the taxes in years one to five of the program, decreasing to 80% in year six, 60% in year seven, 40% in year eight, and 20% in year nine with the owner paying the full amount of taxes in year ten. The property owner would first be responsible for the full payment of taxes, after which the City would then provide the grant. The amount of the grant shall not exceed the total value of the work that resulted in the reassessment.

## 6) WHEN WILL THE GRANT FUNDS BE ADVANCED?

After the property owner has paid in full the new property taxes for one year, the City will check to ensure that the applicant has not filed any assessment appeals and all program and grant agreement requirements have been met. If all program and grant agreement requirements have been met to the City's satisfaction, then the City will calculate the actual tax increment and grant payment. The City will then issue payment of the grant in the form of a cheque in the amount specified as per the calculation of the actual grant payment. Each year the grant payment will be recalculated and paid to property owner after the City has checked to ensure that all grant agreement requirements are being met.

## 7) HOW DO I APPLY FOR A GRANT?

First arrange a pre-application meeting with Municipal Staff in order to determine program eligibility. If authorized to apply for a grant, complete and submit an application form and ensure that your application includes the required supporting documentation.

## 8) YOU'VE SUBMITTED YOUR APPLICATION. WHAT HAPPENS NEXT?

- Applications and supporting documentation are reviewed by staff to ensure that they meet all of the eligibility requirements. If your application does not meet the eligibility requirements, you will be notified in writing.
- Staff may request clarification or additional supporting documentation.
- Staff will perform an initial site visit(s) and inspection(s) of the property (if necessary).
- A recommendation on the grant application is made by staff and forwarded to City Council, along with a Grant Agreement signed by the applicant.
- If your application is approved by Council, the Grant Agreement is then executed by the City. A copy of the executed agreement(s) is then returned to you for your records.
- Construction of the approved works may now commence, subject to issuance of a building permit(s).
- Contact City staff towards completion of work.
- Upon completion of the works, staff will conduct a final site visit(s) and inspection(s) (as necessary) to ensure compliance with the Grant Agreement and any permits issued pursuant to the Ontario Heritage Act.
- Submit to the City, copies of paid invoices and "after" picture(s) of the completed works.
- Upon review and approval of all submitted documentation, the City will issue a grant cheque to the applicant for the full amount of the approved funding.
- The owner is to contact the Planning Division in advance of any deviations from the approved design and Central Area Revitalization Grant Program agreement. Additional Council approval may be required to maintain program eligibility if there are any changes.

# Central Area Revitalization Grant Program Application Process

## STEP 1: APPLICATION SUBMISSION

- Pre-application meeting between City staff and owner.
- Staff inspects building/site (if necessary).
- Owner submits application including all required supporting documentation.

*Rennie + Peter + Wendy*

## STEP 2: APPLICATION REVIEW AND EVALUATION

- Staff checks application to ensure conformity with all program eligibility requirements.
- Staff review and evaluate application and supporting documentation.
- Staff calculates an estimated City tax increment, annual grant and total grant amount based on estimated post-project assessed value (optional).
- Staff prepares report to Council including recommendation and grant agreement.
- Grant agreement is signed by owner and returned to City staff.

## STEP 3: APPLICATION APPROVAL

- A recommendation report and the grant agreement are forwarded to Council or Council's designate for consideration.
- If Council or Council's designate approves the grant application and agreement, the agreement is executed by City officials and a copy is provided to the owner.

## STEP 4: PAYMENT

- Owner provides the City with proof of completion of project, including:
  - a) photographic evidence of the completed project satisfactory to City;
  - b) actual cost of project;
  - c) other documentation proving completion of the project, e.g., engineer's report (if required);
  - d) all final reports and documentation as required.
- Staff conduct building/site inspection (if necessary).
- Staff review all final reports and documentation submitted for conformity with program and grant agreement requirements.
- After property revaluation by MPAC and once property taxes have been paid in full for 1 year, staff check to ensure owner has not filed any assessment appeals and all program and grant agreement requirements have been met.
- Staff calculates actual grant payment.
- Payment of approved grant is made to owner.
- Each year, the grant payment is recalculated and made to the owner after the City checks to ensure all program and grant agreement requirements have been met.
- Project is monitored to ensure all program and grant agreement requirements continue to be met.

# Central Area Revitalization (Tax Increment Based) Grant Program Application Form

## A. GENERAL INFORMATION AND INSTRUCTIONS

1. Before filling out this application form, **please read the attached Program Guide** (pg.1) and arrange for a pre-application meeting with staff. The Program Guide describes the purpose and basic terms and conditions of the Central Area Revitalization Grant Program.
2. If an agent is acting for the property owner, please ensure that the required authorization as provided in the application form is completed and signed by the owner. The grant agreement must be executed with the property owner and grant payments will only be made to the property owner.
3. If you find insufficient space on this form to respond to questions, please provide additional information on a separate page and attach to your completed application form.
4. Please ensure that the application form is complete and all required signatures and supporting documents have been supplied.
5. Please print (black or blue ink) the information requested on the application form.
6. There is no application fee.
7. You may deliver your application in person or send it by mail to:  
City of Peterborough  
Planning and Development Services  
500 George St N  
Peterborough, ON K9H 3R9  
Attention: Manager, Planning Division
8. For further information on this program, please contact the Manager, Planning Division at 705-742-7777 ext.1781 or by email ([khetherington@peterborough.ca](mailto:khetherington@peterborough.ca)).

## 1. PROPERTY OWNER INFORMATION (PLEASE PRINT)

Peterborough and the Kawarthas Assoc. of REALTORS® Inc

**Name of Property Owner** Wendy Giroux, Executive Officer

**Mailing Address** 273 Charlotte Street, Box 1330  
Peterborough, Ontario K9J 7H5

**Telephone Number** 705-745-5724

**Fax Number** 705-745-9377

**E-mail** wgiroux@peterboroughrealestate.org

**Name of Agent****Mailing Address****Telephone Number****Fax Number****E-mail**

## 2. PROPERTY INFORMATION

**Address of Property** 273 & 275 Charlotte Street, Peterborough  
Ontario K9J 7H5

**Assessment Roll Number** 151403010002100-0000

**Existing Property Use** Small Office Building, Owner Occupied

Is property designated under the Ontario Heritage Act? Yes \_\_\_ No x

Are property taxes paid in full on this property? Yes x No \_\_\_

Are there any outstanding work orders on this property? Yes \_\_\_ No x

## 3. PROJECT DESCRIPTION

Please describe the proposed construction project (please attach further information/ sketches as required).

We will be renovating the main floor to meet current Building, Fire and Accessibility Codes. There will be a 600 sq. ft. addition on the main floor that will be the Board Room. Furthermore, the renovations will include changing the orientation of the stair case to gain privacy in the Executive Officer's office and the meet fire codes and leveling the main floor to meet Accessibility and Fire codes. Further main floor changes include making the current restroom accessible. The HVAC system will also be upgraded.



## 4. CONSTRUCTION SCHEDULE

Approximate Start Date of Construction: April 1st 2012  
 Approximate End Date of Construction: August 1st 2012

## 5. TAX INFORMATION

Current Assessed Value of Property (\$): 208,000 as per MPAC  
 Current Property Taxes (Annual) (\$): 7,550.90 (2011)  
 Is the property in tax arrears? Yes \_\_\_\_\_ No X  
 If yes, please specify amount: \_\_\_\_\_

## 6. OTHER SOURCE OF FUNDS

Has this property received grants/loans or other financial assistance from the City or other level of government Yes \_\_\_\_\_ No X

If yes, please specify type and amount of financial assistance received:

\_\_\_\_\_

\_\_\_\_\_

## 7. REQUIRED SUPPORTING DOCUMENTATION

Please place a check in the box to ensure that you have included the required supporting documentation.

- ☒ photographs of the existing building enclosed & on flash drive  
☒ historical photographs and/or drawings enclosed & on flash drive  
☐ a heritage impact statement for designated or eligible properties n/a  
☒ a site plan and/or professional design/study/architectural drawings on flash drive  
☒ specification of the the proposed works, including a work plan for the improvements to be completed and construction drawings on flash drive  
☒ estimated project construction costs, including an itemized listing of said costs enclosed  
☐ environmental reports and/or Record of Site Condition, as necessary n/a & on flash drive

## 8. OWNER'S AUTHORIZATION

(to be completed if an Agent is representing the property owner)

I, Wendy Gireux, <sup>Executive Officer</sup> being the registered owner of the subject lands hereby authorize Wendy Gireux / R. Schillemat to prepare and submit this application for the Central Area Revitalization Grant Program.

Signature of Owner: Wendy Gireux Date: Feb 21, 2012



## 9. LEGAL

I / WE HEREBY APPLY for a grant under the City of Peterborough Central Area Revitalization (Tax Increment Based) Grant Program.

I / WE HEREBY AGREE to abide by the terms and conditions of the Grant Program.

I / WE HEREBY AGREE to enter into a grant agreement with the City of Peterborough that specifies the terms of the grant.

I / WE HEREBY AGREE to abide by the terms and conditions of the grant agreement and understand that a grant agreement for the grant amount shall be registered against the title of the property prior to the City releasing the funds.

I / WE HEREBY CERTIFY that the information contained in this application is true, correct and complete in every respect and may be verified by the City of Peterborough by such inquiry as it deems appropriate, including inspection of the property for which the application is being made.

I / WE HEREBY AGREE that if any statements or information in this application or submitted in support of this application are untrue, misleading or there is a material omission, the application may be rejected or not approved, or the grant may be delayed, reduced or cancelled.

I / WE HEREBY GRANT permission to the City, or its agents, to inspect my/our property that is the subject of this application.

I / WE HEREBY AGREE that the grant may be delayed, reduced or cancelled if the work is not completed, not completed as approved or if the contractors are not paid.

I / WE HEREBY AGREE the program for which application has been made herein is subject to cancellation and / or change at any time by the City in its sole discretion, subject to the terms and conditions specified in the Program. Participants in the program whose application has been approved and who has entered into a grant agreement with the City of Peterborough will continue to receive their grant, subject to their grant agreement.

I / WE HEREBY AGREE all grants will be calculated and awarded in the sole discretion of the City of Peterborough. Notwithstanding any representation by or on behalf of the City of Peterborough, or any statement contained in the program, no right to any grant arises until it has been duly authorized, subject to the applicant meeting the terms and conditions of the Program and the grant agreement. The City of Peterborough is not responsible for any costs incurred by the Owner / Applicant in any way relating to the program, including, without limitation, costs incurred in anticipation of a grant.

Owner or Authorized

Agent Name:

Wendy Giroux - Executive Officer

Signature(s):

Wendy Giroux

Date:

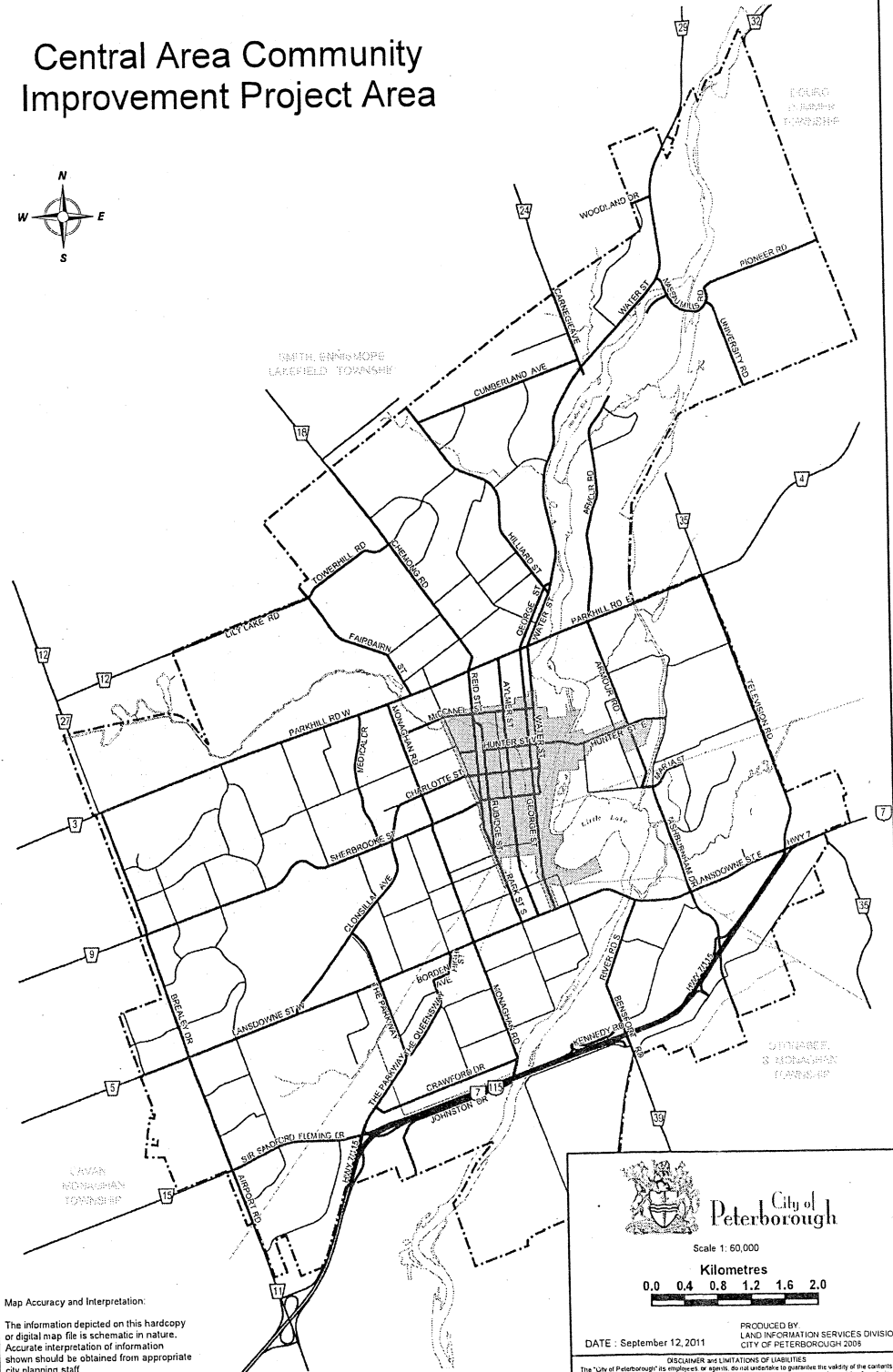
Feb 21, 2012

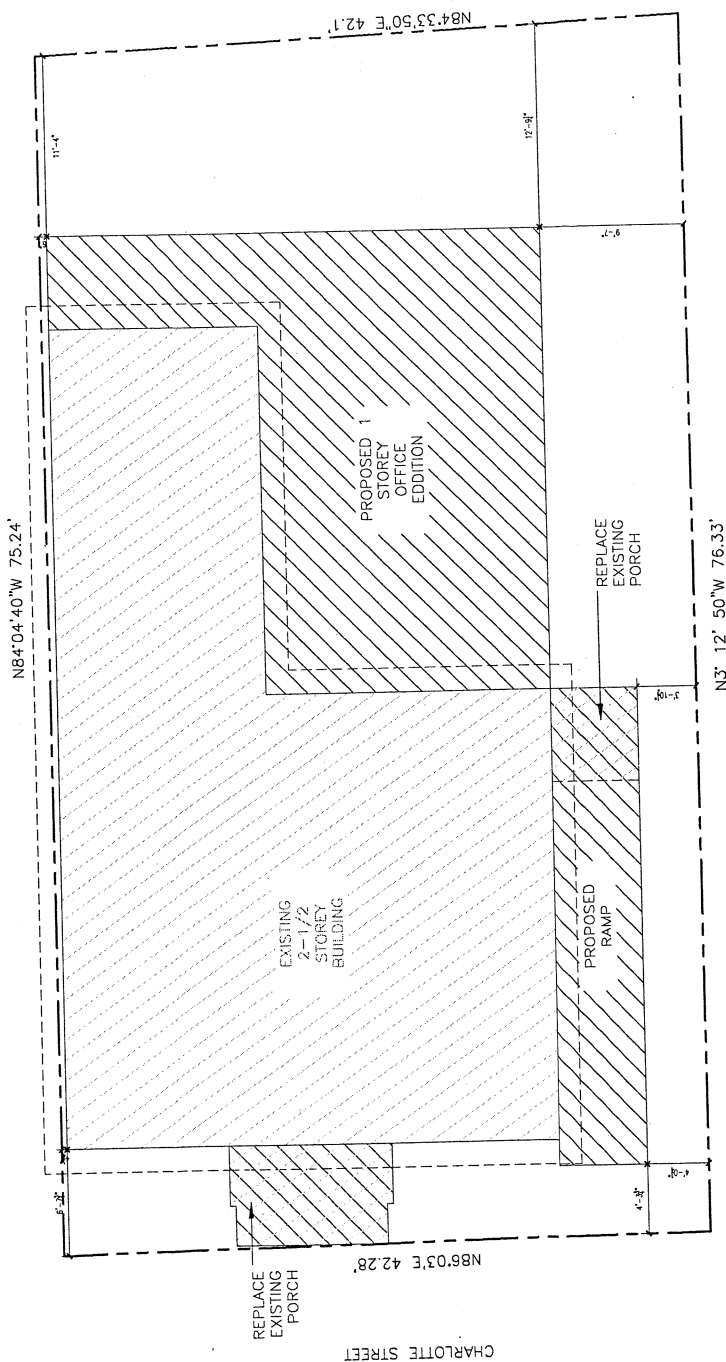
# General Administration Provisions Applicable to all CIP Financial Incentive Programs

The provision of any CIP grant is subject to the following general administration provisions:

- Owners of properties within the Central Area Community Improvement Project Area are eligible to apply for funding under the grant program. Application may be made on a "first come, first served basis" to the limit of the available funding, provided all eligible criteria and conditions are met for each program. Where applicable, tenants of properties may apply for funding with the written consent of the property owner.
- All applicants shall be required to have a pre-consultation meeting with City staff prior to filing their applications, to determine factors such as program eligibility, scope of work and project timing.
- Where other sources of government funding and/or non-profit organization funding to be applied against the eligible costs is anticipated or has been secured, these must be declared as part of the application and the grant may be reduced on a pro-rated basis.
- All arrangements for financial incentives under the program shall be to the satisfaction of the Treasurer for the City. All applicants who are approved will be required to enter into an agreement with the City approved by Council or its designate. Actual costs may be subject to independent audit, at the expense of the property owner.
- Property taxes shall be in good standing at the time of application and throughout the length of any loan or grant commitment.
- All proposed development shall conform to the Official Plan and Zoning By-law and other planning requirements. There shall be no outstanding work orders issued by the City against the property. In addition, all improvements shall be made pursuant to a building permit, and constructed in accordance with the Ontario Building Code where required.
- Any property that has a heritage designation or is in the Heritage Property Tax Relief Program must be in compliance with those programs to be eligible for any CIP Programs.
- The City may, at its discretion, and without further amendment to the Community Improvement Plan, extend or discontinue any program when and as it deems appropriate. Notwithstanding this, participants in various programs prior to their closing may continue to receive approved grants after the closing of the program as determined through individual agreement with the City and subject to available funding approved by the City.
- Final decisions with respect to applications and the allocation of funds shall be made by City Council, unless Council delegates its authority to staff. If Council delegates its authority, then an applicant shall be afforded the opportunity to appeal a staff decision to Council. The general administration of the program shall be the responsibility of the Planning and Development Services Department, in consultation with other departments as appropriate.
- Continuation of those programs requiring funding through the annual Capital Budget is subject to City Council approval. These programs include the Facade Improvement Grant Program, the Residential Conversion and Intensification Grant Program, and the refund of building permit fees under the Municipal Incentive Grant Program.

# Central Area Community Improvement Project Area





CHARLOTTE STREET

REPLACE -  
EXISTING  
PORCH

EXISTING  
2-1/2  
STOREY  
BUILDING

PROPOSED 1  
STOREY  
OFFICE  
EDDITION

REPLACE  
EXISTING  
PORCH

PROPOSED

43° 12' 50"W 76.33'

N84.33'50"E 42.1'

[illegible]

I, DEBORAH A. KEAY, P. ENG., DECLARE THAT I REVIEW AND TAKE RESPONSIBILITY FOR THE DESIGN WORK ON BEHALF OF BUILDING CHARACTER REGISTERED UNDER SUBSECTION 3.2.4. OF DIVISION C, OF THE BUILDING CODE.

INDIVIDUAL BCIN:	21
FORM BCIN:	39



**BIC**  
BUILDING  
CHARACTER

116 Hunter Street West  
Peterborough, Ontario  
K9H 2K6

705) 930-3322

27X  
JON'S  
PETERBOROUGH & KAWAHTHA  
REALTOR'S BOARD  
www.burienrealty.com

OFFICE  
SOLUTIONS

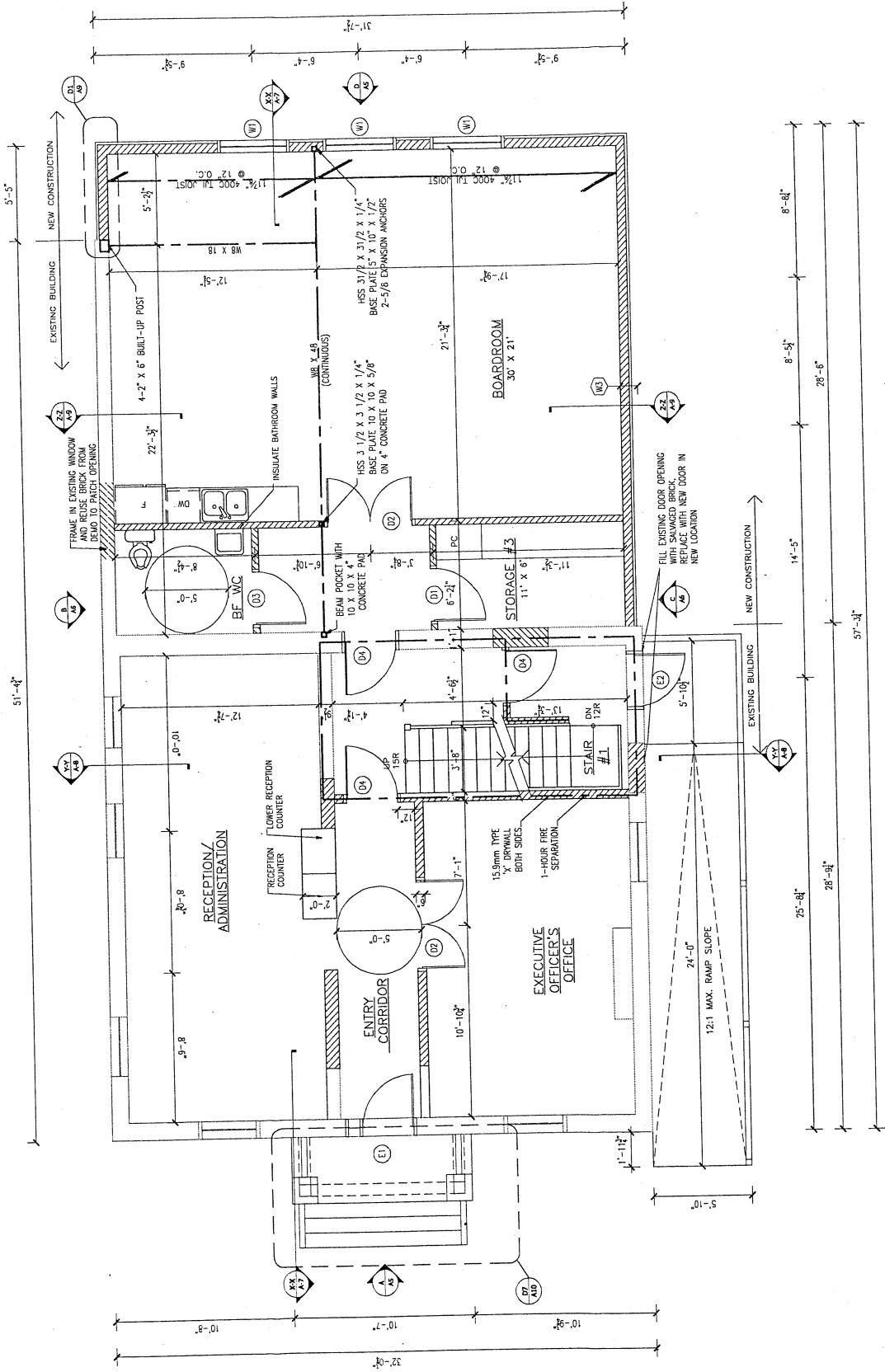
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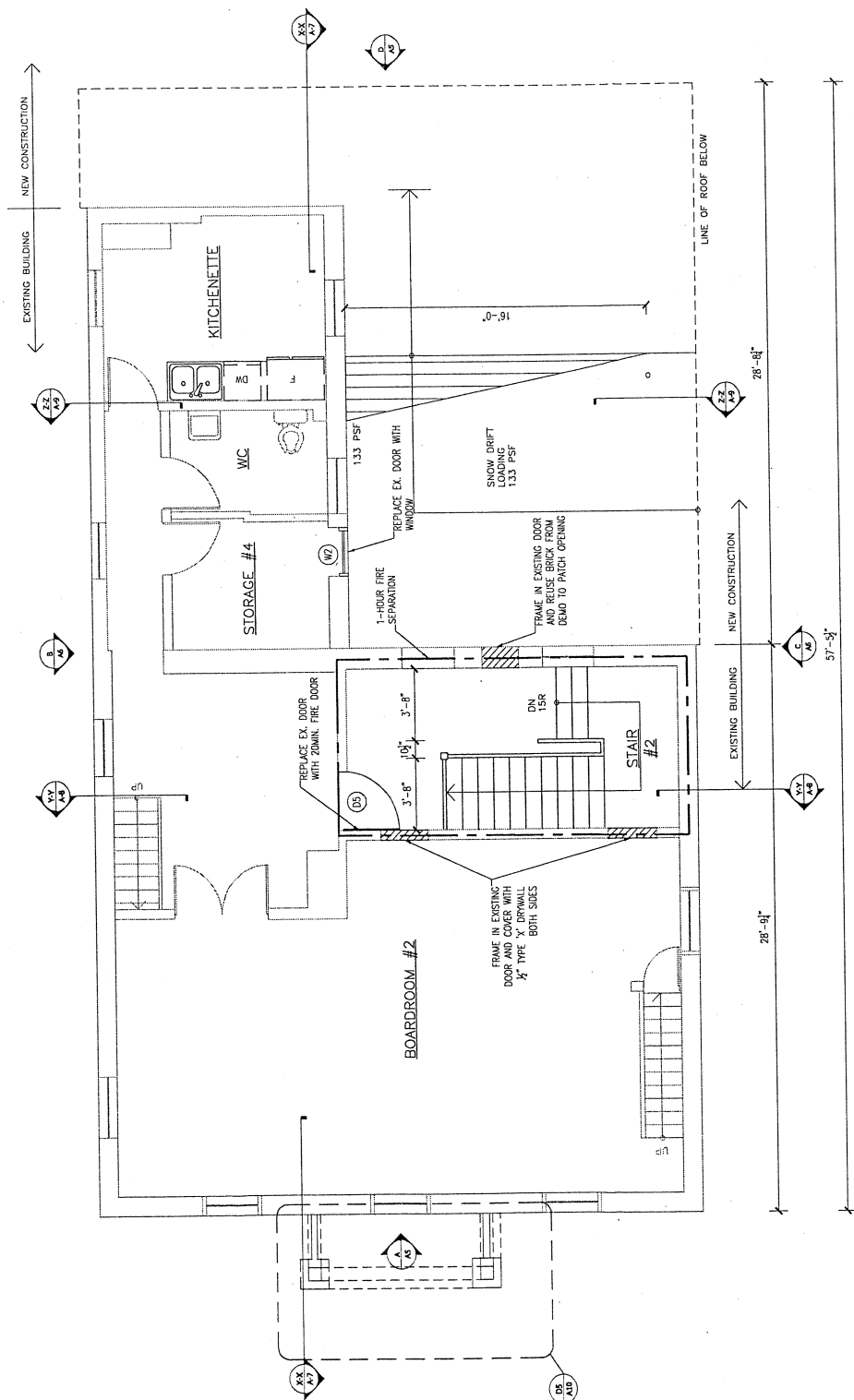
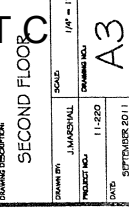
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11-220	DATE	SEPTEMBER 2011	AO
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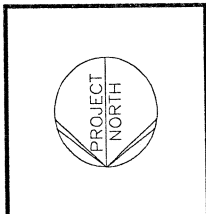




42








I AM QUALIFIED, AND THE FIRM IS REGISTERED,  
IN THE APPROPRIATE CLASS/CATEGORIES:



**BC**  
BUILDING  
CHARACTER

116 Hunter Street West  
Peterborough, Ontario  
K9H 2K6

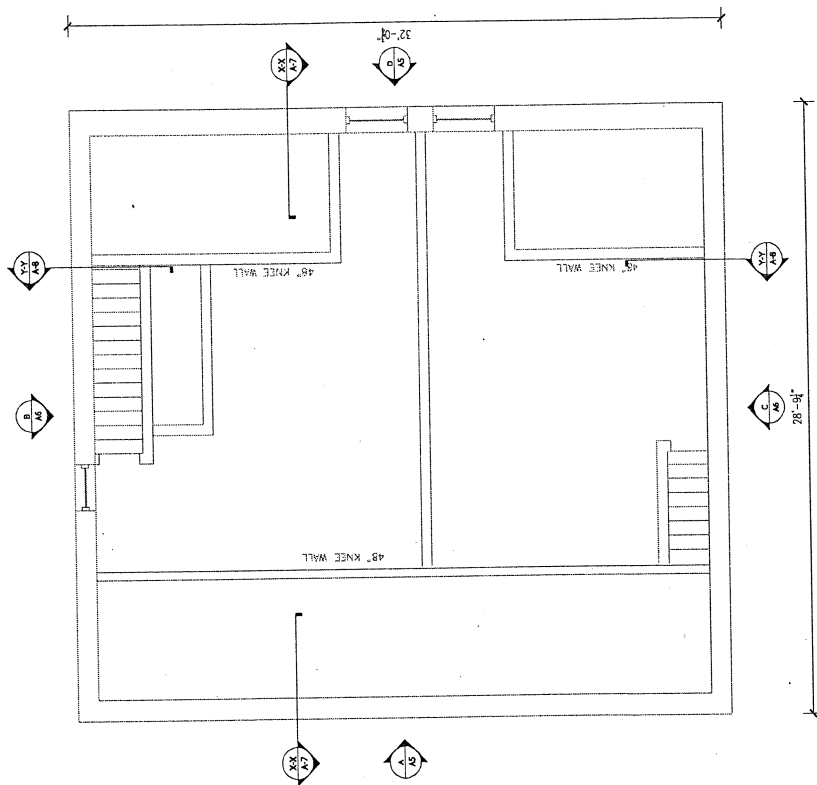
(705) 930-3322  
info@bcbuilding.ca

REALTOR'S BOARD 

PETERBOROUGH, ONTARIO

DRAWN BY:	SCALE:	1/4" = 1
J. MARSHALL		

DATE	SEPTEMBER 2011	A4
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4

**END**

[illegible]

DEBORAH A. KEAY, P.E., DECLARE THAT I REVIEW AND TAKE RESPONSIBILITY FOR THE DESIGN WORK ON BEHALF OF BUILDING CHARACTER REGISTERED UNDER SUBSECTION 3.3.2.4. OF DIVISION C, OF THE BUILDING CODE.

AM QUALIFIED, AND THE FIRM IS REGISTERED,  
IN THE APPROPRIATE CLASSIFICATION CATEGORIES:

DEBORAH KEAY	216
INDIVIDUAL ECIN:	395
FIRM ECIN:	

## BUILDING CHARACTER

1116 Hunter Street West  
Peterborough, Ontario  
K9H 2K6

(705) 930-3322

32

Borough &amp; Real Estate

OFFICE RECD

CHARLOTTE  
PETERBOROUGH

**EVALUATION**

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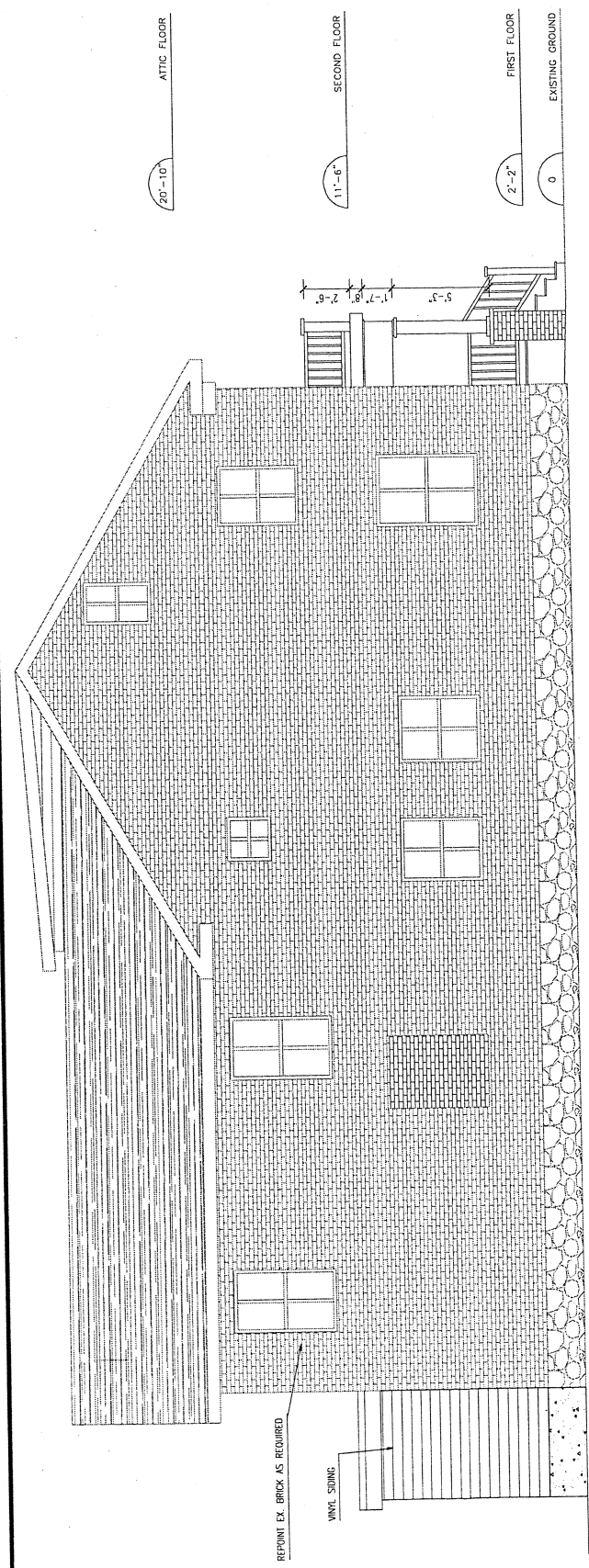
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11-220

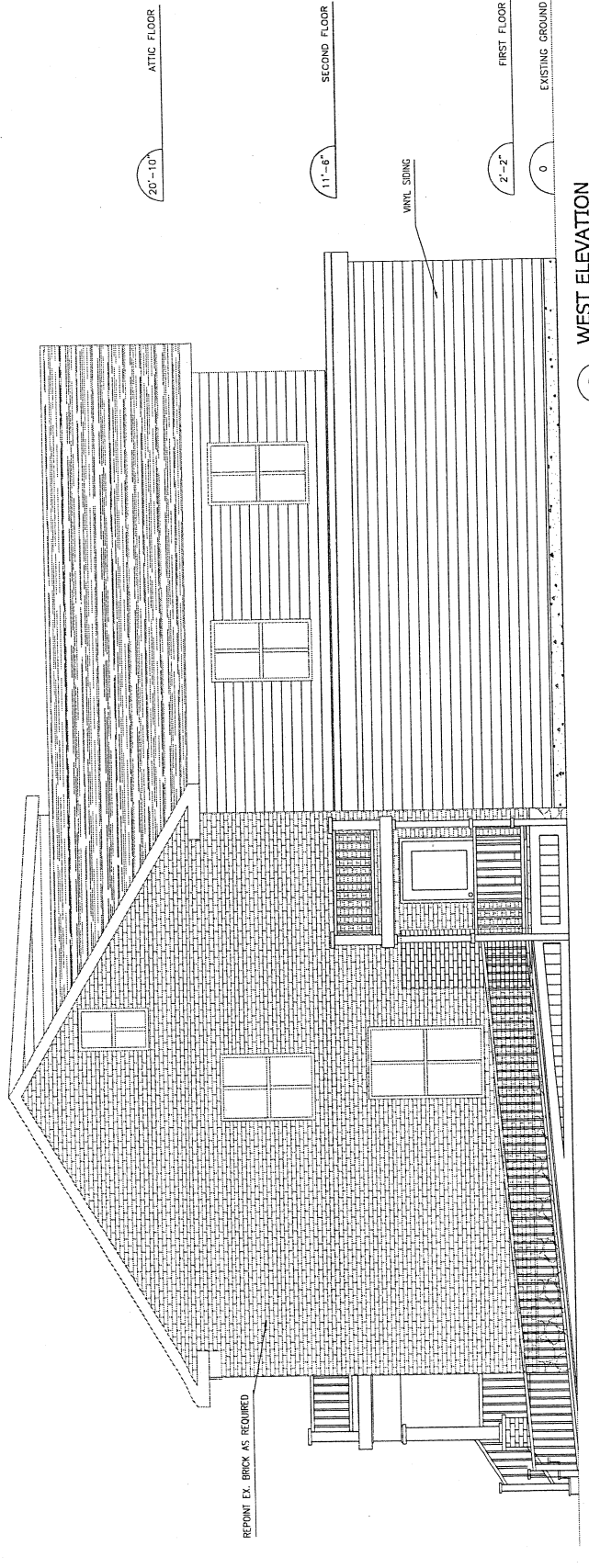
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OCTOBER 2011

\_\_\_\_\_



**B EAST ELEVATION**



**C WEST ELEVATION**

I, **CHRISTIAN A. EDWARDS**, P. ENG., DECLARE THAT I HAVE REVIEWED AND TAKE RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. I AM A QUALIFIED PROFESSIONAL ENGINEER AND AM REGISTERED UNDER THE PROFESSIONAL ENGINEERS ACT, R.S.O. 1990, CHAPTER 190, SECTION 3.2.2, OF DIVISION 6, OF THE BUILDING CODE.

I AM QUALIFIED AND THE FIRM IS REGISTERED, IN THE APPROPRIATE CLASSIFICATION(S):

DISCLAIMER: THIS FIRM IS NOT A MEMBER OF THE ENGINEERING COUNCIL OF ONTARIO (ECO) OR THE PROFESSIONAL ENGINEERS OF ONTARIO (PEO).

**BIC BUILDING CHARACTER**

128 Hunter Street West  
Peterborough, Ontario  
K9H 2N6  
(705) 939-3322  
www.buildingcharacter.ca

**EXHIBIT 33**

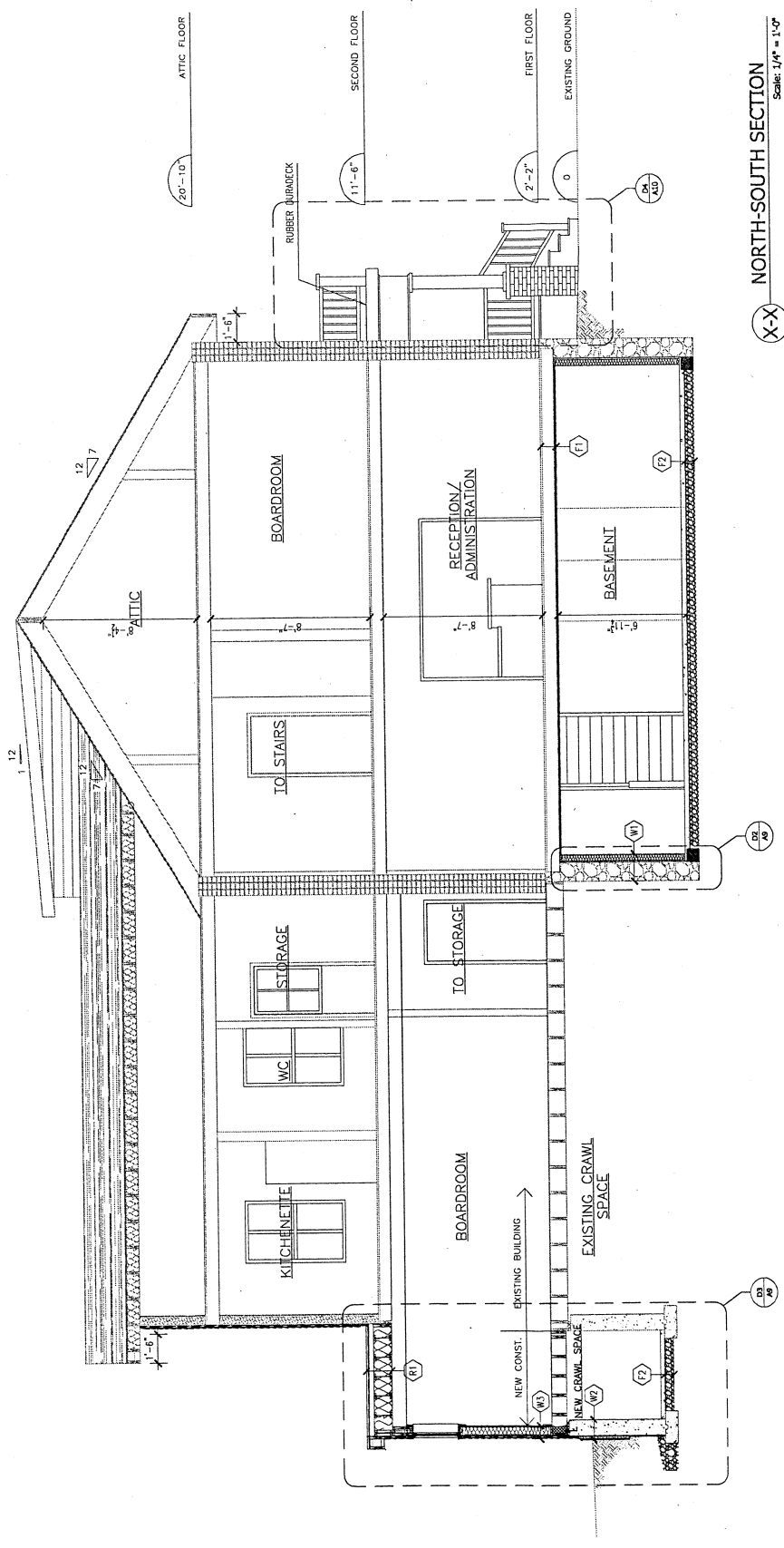
**OFFICE RENOVATION**

PETERBOROUGH, ONTARIO

**ELEVATION 40**

DATE: 11-23-20  
DRAWN BY: J. MARSHALL  
CHECKED BY: J. MARSHALL  
DATE: 11-23-20  
DATE: 11-23-20  
DATE: 11-23-20

6/20/2020



**X-X NORTH-SOUTH SECTION**  
Scale: 1/4" = 1'-0"

I, **DIORAH A. LEVY, P. ENG.**, DECLARE THAT I  
REVIEW AND TAKE RESPONSIBILITY FOR THE  
ACCURACY OF THE INFORMATION AND  
CHARACTER REGISTERED UNDER SUBSECTION  
2.2.2.4. OF DIVISION C. OF THE BUILDING  
ACT, 1997.  
I AM QUALIFIED AND THE PLAN IS REGISTERED  
IN THE APPROPRIATE CLASSIFICATION(S):

**DIORAH A. LEVY**  
PROFESSIONAL NO. 1441  
P.E.N. NO. 23043

**BIC**  
BUILDING  
CHARACTER  
REGISTER  
145 Hunter Street West  
Peterborough, Ontario  
K9H 2K6  
(705) 990-3322  
www.bicregister.ca

**EXHIBIT C**  
**8440040**  
PETERBOROUGH BOARD  
OFFICE RENOVATION  
CHARLOTTE STREET  
PETERBOROUGH, ONTARIO  
DRAWING DESCRIPTION  
CROSS SECTION

**DATE** 11-22-20  
**PROJECT NO.** 11-2220  
**DRAWING NO.** 11-2220  
**SCALE** 1/4" = 1'-0"  
**DATE** SEPTEMBER 2011

**A7**

WINDOW, DOOR & LINTEL SCHEDULE				
ID	SIZE	QUANTITY	LINTEL	COMMENTS
W1	48" W X 24" H	3	2 - 2 x 12	TRANSOM
E1	36" W X 80" H	1	2 - 2 x 12	36" WOOD PANEL DOOR WITH WINDOW AND SIDELIGHT
E2	36" W X 80" H	1	2 - 2 x 12	WOOD PANEL DOOR WITH WINDOW AND PUSH BUTTON
D1	36" W X 80" H	1		INTERIOR DOOR
D2	2-30" W X 80" H	2		DOUBLE INTERIOR DOORS
D3	36" W X 80" H	1		INTERIOR DOOR WITH AUTOMATIC CLOSER
D4	36" W X 80" H	3	3-1/4" X 2"	INTERIOR FIRE DOOR (20 min.) WITH AUTOMATIC RELEASE
D5	36" W X 80" H	1		INTERIOR FIRE DOOR (20 min.)

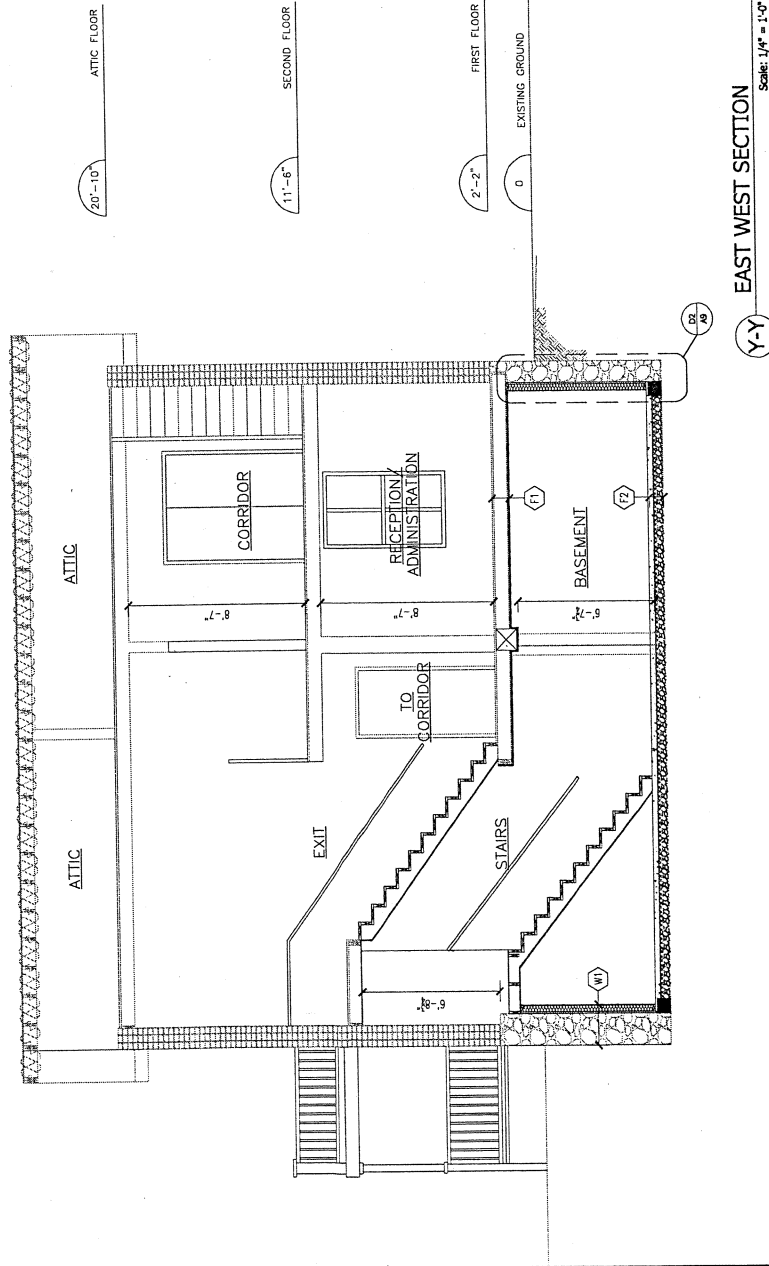
- ASSEMBLY SCHEDULE:**
- (W1) RENOVATED FOUNDATION WALL  
EXISTING STONE FOUNDATION WALL  
1" RIGID INSULATION  
2" X 4" WOOD STUD @ 16" O.C. WITH ROCKWOOL INSULATION  
6mil. POLYETHYLENE VAPOUR RETARDER  
1/2" GYPSUM
- (W2) NEW FOUNDATION WALL  
1/2" PAVING  
2" RIGID INSULATION  
DAMP-PROOFING MEMBRANE  
10" POURED CONCRETE WALL ON 8" X 20" FOOTING WITH 2-10M BARS

- (W3) NEW WALL  
VINYL SIDING  
VENTED AIR CAVITY/WOOD STRAPPING  
AIR BARRIER  
1/2" PLYWOOD SHEATHING  
2" X 6" WOOD STUD @ 16" O.C. WITH FIBERGLASS BATT INSULATION  
6mil. POLYETHYLENE VAPOUR RETARDER  
1/2" GYPSUM

- (F1) MAIN FLOOR  
FLOOR FINISH  
PLYWOOD SUBFLOOR  
2" X 8" WOOD JOISTS  
FURRING CHANNELS @ 24" O.C.  
2 LAYERS 1/2" GYPSUM TYPE "X"

- (F2) BASEMENT FLOOR  
CONCRETE PAINT  
4" CONCRETE SLAB  
6mil. POLYETHYLENE VAPOUR RETARDER  
6" GRANULAR

- (R1) NEW FLAT ROOF  
DURADEK MEMBRANE  
ROOF SHEATHING  
2" X 4" CROSS MEMBERS  
11 7/8" DEEP 400C TJI  
JOISTS @ 12" O.C. WITH FIBERGLASS BATT INSULATION  
AIR/VAPOUR BARRIER  
1/2" GYPSUM



**EAST WEST SECTION**  
Scale: 1/4" = 1'-0"

I, DOMINIAN A. REAY, P. ENG., DECLARE THAT I REVIEWED AND TAKE RESPONSIBILITY FOR THE PREPARED DRAWINGS AND THE TECHNICAL CHARACTERISTICS OF THE PROJECT. I AM A MEMBER OF THE PROFESSION OF ENGINEERS OF ONTARIO AND THE DRAWING IS REGISTERED UNDER SUBSECTION 2.2 OF DIVISION C OF THE BUILDING ACT, 1997.

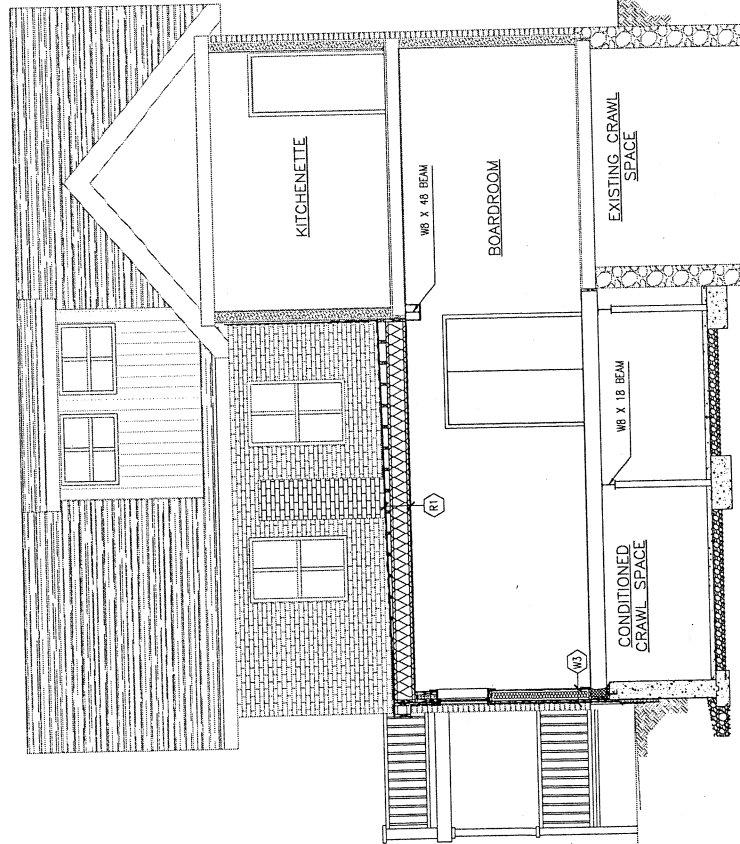
DOMINIAN A. REAY  
P. ENG. REG. NO. 11,041  
PROF. SOCI. NO. 53043

**BIC**  
BUILDING CHARACTER  
158 Huron Street West  
Peterborough, Ontario  
K9H 2K6  
(705) 950-3522  
www.bicinc.com

**EXHIBIT C**  
305080150  
PETERBOROUGH BOARD  
OFFICE RENOVATION  
CHARLOTTE STREET  
PETERBOROUGH, ONTARIO  
DRAWING DESCRIPTION  
CROSS SECTION C

DRAWN BY: J. MARSHALL  
PROJECT NO.: 11-250  
DATE: SEPTEMBER 2011  
SCALE: 1/4" = 1'-0"

**A8**



ATTIC FLOOR

20'-10"

SECOND FLOOR

11'-6"

FIRST FLOOR

2'-2"

EXISTING GROUND

0

EAST WEST SECTION

Z-Z

Scale: 1/4" = 1'-0"

I, DEBORAH A. ZIM, P. ENG. DECLARE THAT I HAVE REVIEWED AND APPROVED THE CHARACTER REGISTERED UNDER SUBSECTION 8.1 OF THE BUILDING ACT, 1997, AS AMENDED, AND THE FIRM IS REGISTERED IN THE APPROPRIATE CLASSIFICATION CATEGORIES.

DEBORAH ZIM  
INDIVIDUAL BCIN: 21061  
FIRM BCIN: 33645

**B/C**  
BUILDING CHARACTER  
116 Hunter Street West  
Peterborough, Ontario  
K9H 2N6  
(705) 890-3322  
www.builtcharacter.ca

OWNER:

PETERBOROUGH & KAWASHA  
REALTORS PARTNERSHIP

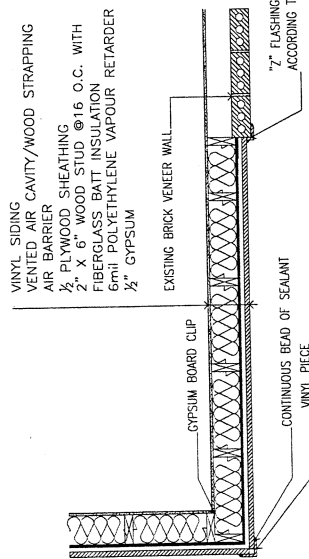
PROJECT DESCRIPTION:

OFFICE RENOVATION  
CHARLOTTE STREET  
PETERBOROUGH, ONTARIO

DRAWING DESCRIPTION:

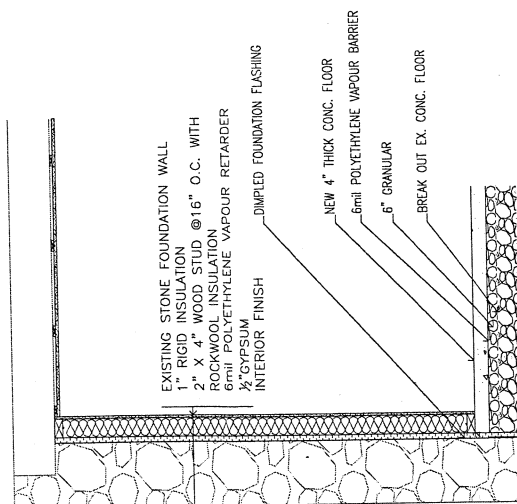
CROSS SECTION

DRAWN BY:	J. MARSHALL	SCALE:	1/4" = 1'-0"
PROJECT NO.:	11-230	DRAWING NO.:	A9
DATE:	SEPTEMBER 2011		



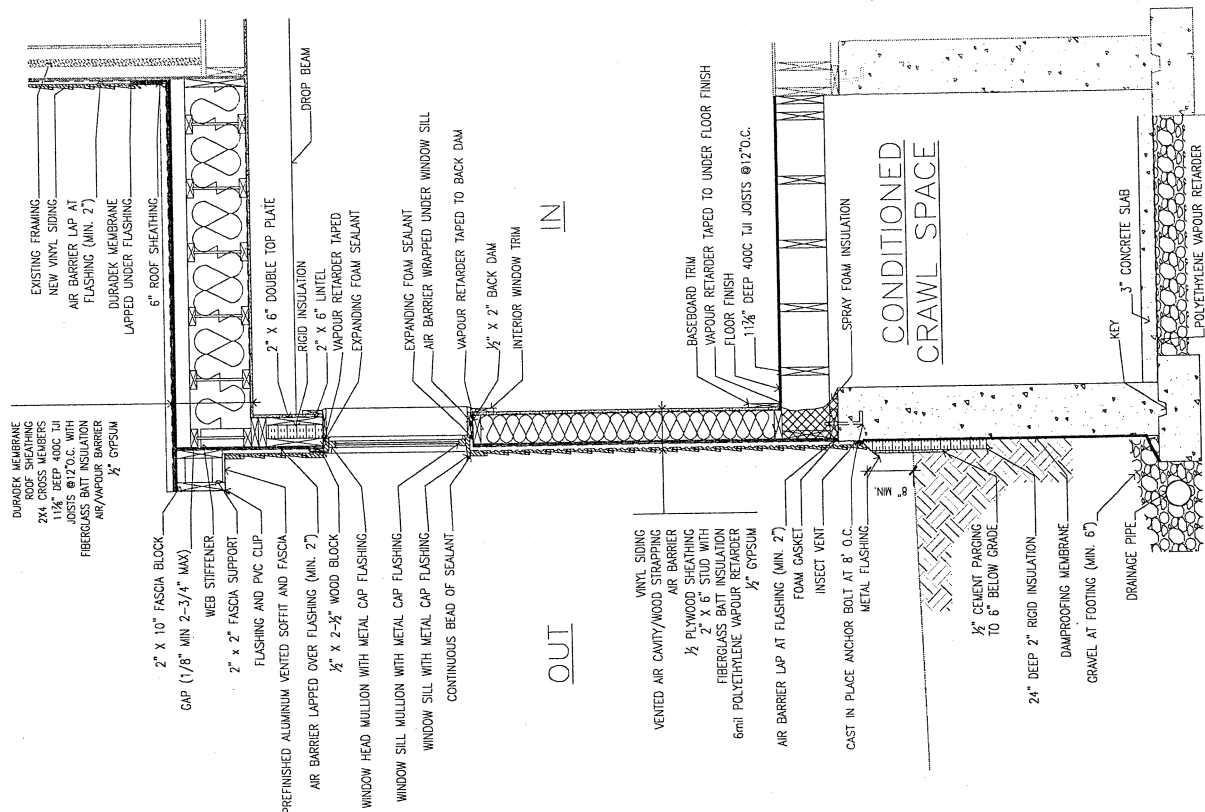
D1 VINYL EXISTING WALL

Scale: 3/4" = 1'-0"



D2 INTERIOR PERIMETER DRAIN

Scale: 3/4" = 1'-0"



D3 WALL SECTION

Scale: 3/4" = 1'-0"

I, DEBORAH A. KZAV, P. ENG., DECLARE THAT I AM A REGISTERED PROFESSIONAL ENGINEER IN THE PROVINCE OF ONTARIO AND I HAVE PREPARED THIS DESIGN WORK ON BEHALF OF THE BUILDING OWNER. I AM QUALIFIED, AND THE FIRM IS REGISTERED, IN THE APPROPRIATE CLASSIFICATION(S) OF DESIGN OF THIS PROJECT.

DEBORAH KZAV  
INDIVIDUAL SCIN: 21661  
FIRM SCIN: 35043

**BIC**  
BUILDING CHARACTER  
118 Huron Street West  
Peterborough, Ontario  
K9H 2N6  
(705) 890-3322  
www.bicbuildinginc.ca

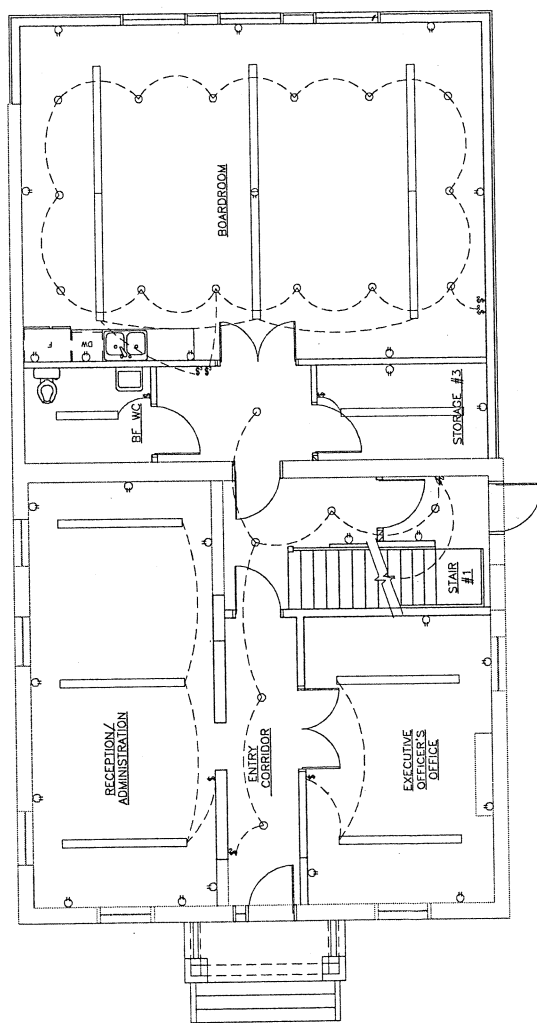
CLIENT: PETERBOROUGH & KAWARAKA REALTORS  
PROJECT DESCRIPTION: OFFICE RENOVATION  
CHARLOTTE STREET  
PETERBOROUGH, ONTARIO  
DRAWING DESCRIPTION: WALL DETAILS

DRAWN BY: J. MARSHALL  
CHECKED BY: J. MARSHALL  
PROJECT NO.: 11-220  
DATE: SEPTEMBER 2011  
A10

6/20/2011

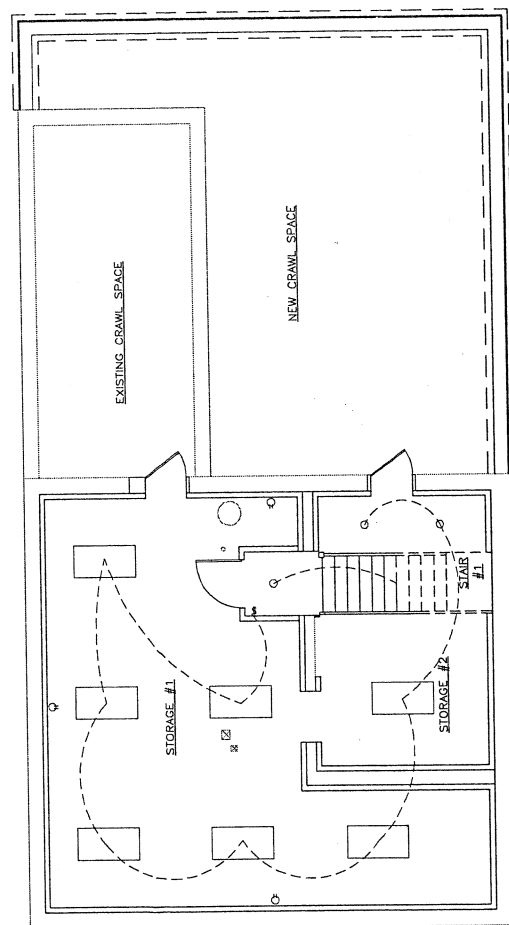






**MAIN FLOOR LIGHTING LAYOUT**

Scale: 3/16" = 1'-0"



## SECOND FLOOR LIGHTING LAYOUT


Scale: 3/16" = 1'-0"

[illegible]

I, DEBORAH A. KEAY, P.E., DECLARE THAT I REVIEW AND TAKE RESPONSIBILITY FOR THE DESIGN WORK ON BEHALF OF BUILDING CHARACTER REGISTERED UNDER SUBSECTION 3.2.4. OF DIVISION C, OF THE BUILDING CODE.

I AM QUALIFIED, AND THE FIRM IS REGISTERED.

INDIVIDUAL BEING PROSECUTED	21001 930409
<u>DEBORAH KEAY</u>	



**BIC**  
BUILDING CHARACTER

116 Hunter Street West  
Waterborough, Ontario  
N9H 2K6

705) 930-3322  
www.buildingcharacter.com

---

# WOBURN HIGH SCHOOL

## REALTORS' BOARD

9

SCIENCE RECOVERY

CHARLOTTE STREET

TERBOROUGH, ONTARIO

40

## RIGHTING [LAW]

SCALE	
-------	--

ON SHIP	THOMAS
---------	--------

11-220 A

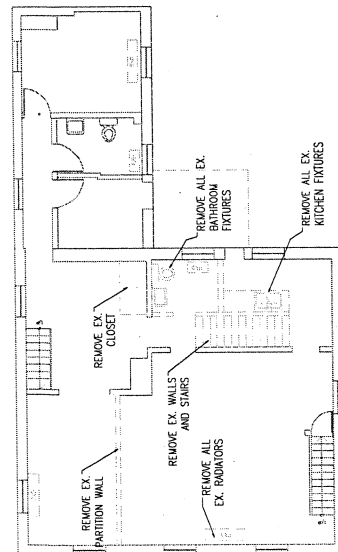
A	
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MBER 2011 |

5

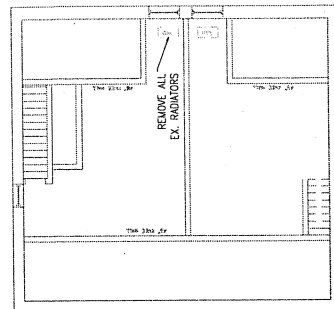
Floor plan of the second floor. The plan shows a large rectangular room with a central area labeled "REMOVE EX WALL" and a smaller area labeled "REMOVE STAIRS". A door is located on the right wall, and a window is on the left wall. The plan is oriented with the entrance at the top.

Scale: 1/8" = 1'-0"



Scale: 1/8" = 1'-0"

Scale: 1/8" = 1'-0"



## Scale: 1/8" = 1'-0"

© COPYRIGHT 1991

Application No. \_\_\_\_\_

**CITY OF PETERBOROUGH FACADE IMPROVEMENT GRANT AGREEMENT**

**THIS FACADE IMPROVEMENT GRANT AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF PETERBOROUGH**  
(the "City")

and

**PETERBOROUGH AND THE KAWARTHAS ASSOCIATION OF REALTORS INC.**  
(the "Applicant")

**WHEREAS** the Applicant is the registered Owner of, or operates a business on, lands described in Schedule "A" attached to this Agreement "the subject lands which are situated within the Central Area Community Improvement Project Area, and the Applicant has applied to the City for a Facade Improvement Grant ("Grant") under the City's Facade Improvement Grant Program ("Program") and the City has agreed to make such a Grant pursuant to Section 28 of the *Planning Act* and under By -Law No. 11 -115;

**AND WHEREAS** as a condition of approval of such a Grant, the Applicant is required by the City to enter into this Agreement;

**NOW THEREFORE IN CONSIDERATION** of the City making this Grant in the maximum amount of \$10,610.50 to the Applicant, the Applicant and the City hereby agree:

**1. INFORMATION ON SUBJECT LANDS**

- 1.1 The Grant shall apply to the subject lands as set out in Schedule A attached.
- 1.2 The subject lands are not designated under the Ontario Heritage Act.

**2. GRANT ELIGIBILITY**

- 2.1 To be eligible for the Grant, the works on the subject land shall conform to and fulfill:

- a) the objectives and Program requirements of the Facade Improvement Grant Program and the Central Area Community Improvement Plan ("CIP");
  - b) and any other requirements as specified by the City.
- 2.2 The Applicant acknowledges that it has received and read a copy of the City's Facade Improvement Grant Program Application Package (the "Package") and the City's Central Area CIP, and the Applicant covenants with the City that the subject lands shall be restored/improved and the Grant provided for in this Agreement shall be applied in accordance with the City's objectives, policies and program requirements set out in the Package and the City's Central Area CIP.
- 2.3 The City shall review all cost estimates submitted in support of the Application in evaluating the estimated rehabilitation costs eligible for the Grant, which costs, when designated by the City shall constitute the maximum amount of the total grant to be paid. In the event the City is not satisfied with said cost estimates, the City may substitute their opinion of such amounts for purposes of calculating the eligible rehabilitation costs for the Grant. If the City is not in receipt of sufficient information satisfactory to the City to determine rehabilitation costs and the amount of the Grant, the application will not be processed and the application file will be closed. The decision of the City regarding the total amount of rehabilitation costs, the calculation of the total estimated maximum Grant and the calculation of the actual Grant payments is final, absolute and within the City's sole discretion.
- 2.4 The City agrees to provide a Grant to the Applicant estimated as of the date of this agreement in the amount of \$10,610.50.
- 2.5 The Grant will not be advanced by the City until:
  - a) a Grant agreement has been signed and executed;
  - b) the Applicant provides proof that the building maintenance and facade improvement works are complete, including a final colour photograph(s) of the property and building clearly showing the completed works; and,
  - c) the building facade and/or building improvements have been inspected by municipal staff.

### **3. PROVISIONS RELATING TO THE APPLICANT**

- 3.1 At the time of application for the Program, the Applicant shall have submitted to the City for its review and acceptance a colour photograph of the existing facade, architectural drawing/design plans for the facade

restoration/improvement and any other supporting documentation required by the City.

- 3.2 The Applicant will complete all eligible works as specified in the approved Grant application, and in documentation submitted in support of the Grant application, including but not limited to the architectural /design drawings, specifications, contracts, and cost estimates. As the City is relying upon this information, if the information in this Agreement, the associated application, and /or any supporting documentation submitted to the City is, in the opinion of the City, incomplete, false, inaccurate or misleading, the Grant may be reduced and/or delayed, and/or cancelled, and where part or all of the Grant has already been paid by the City, such payments shall be repaid by the Applicant as required by the City.
- 3.3 The Applicant shall not commence any works that are the subject of a Grant Application prior to receiving approval of the Grant Application, and approval and execution of this Agreement.
- 3.4 The Applicant agrees that the rehabilitation works made to buildings shall be made in compliance with all required Building Permits, and constructed in accordance with the Ontario Building Code and all applicable zoning by-law requirements, municipal requirements and other approvals required at law.
- 3.5 The Owner agrees and covenants to the City that if the building(s) and improvements that are the subject of this Agreement are demolished, in whole or in part, or any of the heritage features of the property are altered in any way that would compromise the reasons for designation, prior to the expiration of the term of this Agreement, all subsequent Grant payments shall cease, and all Grant payments already paid by the City to the owner shall be repaid to the City.
- 3.6 The Applicant shall complete construction of all improvements within one (1) year of Grant approval, failing which, unless extended by the City, this Grant approval shall be at an end, there shall be no Grant, and this Agreement shall be terminated. The deadline imposed by this paragraph shall not include delays that are outside the control of the Applicant.
- 3.7 Upon completion of the project, the Applicant shall provide the City with documentation satisfactory to the City as to the amount of the actual costs of restoration/improvement incurred by the Applicant.
- 3.8 The Applicant shall ensure there are no liens or other claims outstanding in respect of the subject lands, and that all accounts for work and materials which could give rise to any claim for a construction lien against the subject lands have been paid.

- 3.9 The Applicant shall ensure that the Applicant is in compliance with the Construction Lien Act, including its holdback provisions and is not aware of any potential or unresolved Lien claim in respect of the redevelopment.
- 3.10 The Applicant agrees to comply with all outstanding work orders and /or orders or requests to comply from any and all City departments prior to or as a condition of Grant approval.
- 3.11 If the Applicant is the Owner, the Applicant covenants to the City that where the subject lands for any reason cease to be in the Applicant's name by sale, assignment or otherwise, prior to the advance of part or all of the Grant, the Applicant will notify the City in writing of said pending ownership change at least 30 days prior to the ownership change taking place.
- 3.12 The Applicant acknowledges that without limiting the generality of the other provisions of this Agreement:
- a) the onus and responsibility is upon the Applicant at all times to assume all costs of facade restoration and improvement and building maintenance and improvement and to apply for and obtain, at the Applicant's expense, all approvals required from the City and all other agencies for said works, including but not limited to all Official Plan Amendments, rezoning bylaws, minor variances, and site plan approval;
  - b) nothing in this Agreement limits or fetters the City in exercising its statutory jurisdiction under the Planning Act or under any other legislative authority or by-law and that in the event the City decides to deny or oppose or appeal any such decision, that such action by the City is not in any manner limited by reason of the City entering into this Agreement;
  - c) the Applicant releases the City from any liability in respect of the City's reviews, decisions, inspections or absence of inspections regarding the facade restoration/improvement works and the Applicant agrees that it is its responsibility at all times to prepare and implement its works;
  - d) nothing in this Agreement is intended to impose or shall impose upon the City any duty or obligation to inspect or examine the land for compliance or non compliance or to provide an opinion or view respecting any condition of development; and,

- e) nothing in this Agreement is intended to be or shall be construed to be a representation by the City regarding compliance of the land with: (1) applicable environmental laws, regulations, policies, standards, permits or approvals, or, (2) other by-laws and policies of the City.
- 3.13 If the City determines in its sole discretion that any of the conditions of this Agreement are not fulfilled, the City may at its sole discretion cease or delay payment of the Grant, and the Applicant agrees that notwithstanding any costs or expenses incurred by the Applicant, the Applicant shall not have any claim for compensation or reimbursement of these costs and expenses against the City, and that the City is not liable to the Applicant for losses, damages, interest, or claims which the Applicant may bear as a result of the lapse of time (if any) where the City is exercising its rights herein to either delay a Grant payment pending compliance with this Agreement, or to terminate this Agreement.
- 3.14 The Applicant shall indemnify and save harmless from time to time and at all times, the City and its officers, employees, councillors, and agents from and against all claims, actions, causes of action, interest, demands, costs, charges, damages, expenses and loss made by any person arising directly or indirectly from:
- a) the City entering into this Agreement; and
  - b) any failure by the Applicant to fulfil its obligations under this Agreement. This indemnification shall, in respect of any matter arising prior to the termination of this Agreement, remain in force following termination or expiry of this Agreement.

#### **4. PROVISIONS RELATING TO THE CITY**

- 4.1 The City agrees to provide a Grant to the Applicant estimated as of the date of this agreement in the amount of \$10,610.50, subject to and in accordance with the terms and provisions set out in this Agreement.
- 4.2 The City reserves the right to require a third party review or independent audit, at the Applicant's expense, of all documentation submitted in support of the Application or during the administration of the Grant.
- 4.3 The City, its employees and agents are entitled to inspect the subject lands and all fixtures and improvements upon the subject lands at any time during usual business hours for the purpose of ascertaining their condition or state of repair or for the purpose of verifying compliance with the provisions of this Agreement.

- 4.4 The City retains the right at all times not to make any or all of Grant payments or to delay payment where the City deems that there is non compliance by the Applicant with this Agreement.
- 4.5 Except where expressly stated in this Agreement, all conditions in this Agreement are for the benefit of the City and may only be waived by the City. No waiver is effective unless in writing.

## **5. DEFAULT AND REMEDIES**

- 5.1 The Applicant agrees to maintain in good repair the improvements for which the Grant is provided. In the event that the Applicant does not maintain in good repair said improvements, the City may:
  - a) serve on the Applicant a written Notice to Repair detailing the particulars of the failure to maintain and the particulars of needed repairs; and,
  - b) provide the Applicant with at least 30 days to make such repairs.
- 5.2 On the occurrence of Default under this Agreement, the City shall be entitled to its remedies to enforce this Agreement, including, but not limited to:
  - a) delaying or ceasing the release of the Grant;
  - b) requiring repayment of the Grant; and/or
  - c) terminating this Agreement.
- 5.3 Default shall be deemed to occur upon any default of the Applicant in complying with the terms set out in this Agreement, including, but not limited to, the following:
  - a) the as constructed works do not comply with the description of the works as provided in the Application Form and Required Documents;
  - b) the works are not undertaken in conformity with the Ontario Building Code and all applicable zoning requirements and planning approvals;
  - c) the building is damaged by fire or otherwise, and repair or reconstruction is not commenced within 90 days;
  - d) the Applicant is in property tax arrears with respect to the property for more than 90 days;
  - e) any representation or warranty made by the Applicant is incorrect in any material respect;
  - f) failure to perform or comply with any of the obligations contained in this Agreement or contained in any other Agreement entered into between the Applicant and the City;



- g) the Applicant makes an assignment for the benefit of creditors, or assigns in bankruptcy or takes the advantage in respect of their own affairs of any statute for relief in bankruptcy, moratorium, settlement with creditors, or similar relief of bankrupt or insolvent debtors, or if a receiving order is made against the Applicant, or if the Applicant is adjudged bankrupt or insolvent, or if a liquidator or receiver is appointed by reason of any actual or alleged insolvency, or any default of the Applicant under any mortgage or other obligation, or if the subject lands or interest of the Applicant in the subject lands becomes liable to be taken or sold by any creditors or under any writ of execution or other like process;
- h) construction ceases for a period of 60 days due to the Applicant's default (strikes and Acts of God excepted) and /or the Applicant abandons the property or project;
- i) if this Agreement is forfeited or is terminated by any other provision contained in it.

5.4 The City may at its sole discretion, provide the Owner with an opportunity to remedy any default.

## **6. ADDITIONAL PROVISIONS**

- 6.1 The approved architectural /design drawings referred to may be amended by the Applicant and the City from time to time, as they may agree.
- 6.2 Time shall be of the essence with respect to all covenants, Agreements and matters contained in this Agreement.
- 6.3 Schedule "A" and "B" attached to this Agreement form part of this Agreement.

## **7. NOTICES**

- 7.1 Where this Agreement requires notice to be delivered by one party to the other, such notice shall be in writing and delivered either personally, by e-mail, by fax or by pre paid registered first class post, by party wishing to give such notice, to the other party at the address noted below:  
Such notice shall be deemed to have been given:
  - a) in the case of personal delivery, on the date of delivery;

- b) in the case of e -mail or fax, on the date of transmission provided it is received before 4:30 p.m. on a day that is not a holiday, as defined in the Interpretation Act, failing which it shall be deemed to have been received the next day, provided the next day is not a holiday; and,
- c) in the case of registered post, on the third day, which is not a holiday, following posting.

Notice shall be given:

**To the Owner at:**

Telephone No:

Fax No:

E- mail:

**To the City at:**

City of Peterborough  
Planning & Development Services  
500 George St. N  
Peterborough, ON K9H 3R9  
Attention: Manager of Planning

Telephone No: 705- 742 -7777, ext. 1781

Fax No: 705- 742 -5218

E -mail: khetherington@peterborough.ca

**IN WITNESS WHEREOF** the parties hereto have hereunto affixed his hand and corporate seal duly witnessed and attested by the hands of the proper signing officers in that behalf and the said signing officers certify that they have authority to bind their corporation.

SIGNED, SEALED AND DELIVERED  
In the presence of

**THE CORPORATION OF THE CITY OF  
PETERBOROUGH**

**PETERBOROUGH AND THE  
KAWARTHAS ASSOCIATION OF  
REALTORS INC.**

\_\_\_\_\_  
Daryl Bennett, Mayor

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
John Kennedy, City Clerk

\_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the Corporation.

**SCHEDULE "A"**

Of a Grant Agreement between the City and the Applicant named in this Agreement.

Name of Registered Property Owner	<u>Peterborough and the Kawarthas Association</u> <u>of Realtors Inc.</u>
Address of Subject Lands	<u>273 Charlotte Street</u>
Assessment Roll Number(s)	<u>151403010002100-0000</u> <u></u> <u></u>

Is property designated under the Ontario Heritage Act?      Yes \_\_\_\_\_      No ✓

**Legal Description of Land**

CON X PT LOT XX

**SCHEDULE “B”**  
**The Application**

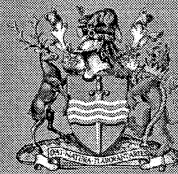


# Central Area Community Improvement Plan

## **Facade Improvement Grant Program**

## **Application Package**

PROGRAM GUIDE •  
APPLICATION PROCESS CHART •  
APPLICATION FORM •  
GENERAL ADMINISTRATION PROVISIONS •



City of  
**Peterborough**

# Facade Improvement Grant Program Guide

## 1) PROGRAM DESCRIPTION

The Facade Improvement Grant Program would provide a grant to property owners who rehabilitate and improve the facades (including signs) of buildings within the Central Area Community Improvement Project Area. Facades may include rear facing facades that have high public visibility.

## 2) WHO CAN APPLY?

Any property owner within the Central Area Community Improvement Project Area (as shown on the attached map) may apply in writing to the City and must receive written approval prior to commencing any work related to the grant.

## 3) IS THERE A FEE TO APPLY?

No.

## 4) IS A PROJECT ELIGIBLE FOR FUNDING FROM MORE THAN ONE CIP INCENTIVE PROGRAM?

Yes.

## 5) WHAT IS THE MAXIMUM GRANT AMOUNT?

The Facade Improvement Grant Program will provide a grant of 50% of the cost of eligible work up to \$15,000 per property address with one facade. An additional grant of up to \$15,000 may be issued for buildings on corner lots where facade improvements are proposed on both street facing facades. The upset limit for a property with more than one municipal address, facade, owner or tenant, is \$30,000. A facade is the face of a building, usually the front, which has been designed with a particular style and incorporates design elements.

## 6) WHAT TYPES OF WORK ARE ELIGIBLE FOR A GRANT?

The following types of building façade rehabilitation, restoration and improvement works on existing commercial, institutional and mixed use buildings are considered eligible for a grant under this program:

- Repair or restoration of facade masonry, brickwork, or wood;
- Repair, replacement or restoration of architectural features;
- Repair or replacement of windows or doors;
- Repainting, cleaning, or re-facing of facades;
- Improvements to the appearance or access to entrances of commercial units;

- Installation of appropriate new signage or improvements to existing signage;
- Installation of appropriate new canopies and awnings or improvements to existing canopies and awnings; and
- Installation of appropriate new exterior lighting or improvements to existing exteriors.

## 7) WHAT CONDITIONS MUST BE MET TO BE ELIGIBLE FOR A GRANT?

In addition to the General Program Administration Provisions, the following program specific requirements must also be met:

- Professional design/ architectural drawing(s);
- Eligible works must conform to the City of Peterborough Site and Building Design Guidelines, as amended from time to time, and appropriate reference material as determined by City staff;
- For buildings designated under the Ontario Heritage Act, the facade restoration and improvement works should be supported by documentation in the form of historic photographs or drawings clearly showing the feature(s) to be restored or reconstructed;
- The applicant will be required to submit at least two cost estimates from bona fide licensed contractors, including a breakdown of costs; and
- Construction of all proposed improvements is to be completed within one year of the date of the approval of the grant. If the work is not completed within one (1) year, the grant approval will expire and the grant will not be paid.

## 8) WHEN WILL THE GRANT FUNDS BE ADVANCED?

The grant will be advanced in full when the construction of the eligible works has been completed in accordance with the program application and grant agreement.

## 9) WHEN IS THE DEADLINE FOR THE SUBMISSION OF APPLICATIONS?

There are two opportunities for applications to be submitted. Submission deadlines are March 31 and June 30. This allows the Review Committee two opportunities to review applications at the same time and recommend the dispersal of funding accordingly.

#### 10) HOW DO I APPLY FOR A GRANT?

First arrange a pre-application meeting with Municipal Staff in order to determine program eligibility. If authorized to apply for a grant, complete and submit an application form and ensure that your application includes the required supporting documentation.

#### 11) YOU'VE SUBMITTED YOUR APPLICATION. WHAT HAPPENS NEXT?

- Applications and supporting documentation are reviewed by staff to ensure that they meet all of the eligibility requirements. If your application does not meet the eligibility requirements, you will be notified in writing.
- Staff may request clarification or additional supporting documentation.
- Staff will perform an initial site visit(s) and inspection(s) of the property (if necessary).
- A recommendation on the grant application is made by staff and forwarded to City Council, along with a Grant Agreement signed by the applicant.
- If your application is approved by Council, the Grant Agreement is then executed by the City. A copy of the executed agreement(s) is then returned to you for your records.
- Construction of the approved works may now commence, subject to issuance of a building permit(s).
- Work must commence within six months of grant approval and be completed within one year of grant approval.
- Contact City staff towards completion of work.
- Upon completion of the works, staff will conduct a final site visit(s) and inspection(s) (as necessary) to ensure compliance with the Grant Agreement and any permits pursuant to the Ontario Heritage Act.
- Submit to the City, copies of paid invoices and "after" picture(s) of the completed works.
- Upon review and approval of all submitted documentation, the City will issue a grant cheque to the applicant for the full amount of the approved funding.
- The owner is to contact the Planning Division in advance of any deviations from the approved design and Façade Improvement Grant Program agreement. Additional Council approval may be required to maintain program eligibility if there are any changes.



# Facade Improvement Grant Program Application Process

## STEP 1: APPLICATION SUBMISSION

- Pre-application meeting between City staff and applicant.
- Staff inspects building/site (if necessary).
- Applicant submits application including all required supporting documentation.

## STEP 2: APPLICATION REVIEW AND EVALUATION

- Staff checks application to ensure conformity with all program eligibility requirements.
- Staff review and evaluate application and supporting documentation.
- Staff calculates an estimated total grant amount based on the construction cost estimates.
- Staff prepares report to Council including recommendation and grant agreement.
- Grant agreement is signed by applicant and returned to City staff.

## STEP 3: APPLICATION APPROVAL

- A recommendation report and the grant agreement are forwarded to Council or Council's designate for consideration.
- If Council or Council's designate approves the grant application and agreement, the agreement is executed by City officials and a copy is provided to the applicant.

## STEP 4: PAYMENT

The applicant provides the City with:

- a) proof of completion of the project including "after" photos;
  - b) invoices with description and cost of eligible works;
  - c) proof of payment in full to contractors.
- Staff conducts building/site inspection of completed works (as necessary).
  - Staff checks to ensure that all program and grant agreement requirements have been met.
  - Payment of approved grant amount is made to applicant.
  - Project is monitored to ensure that all program and grant agreement requirements continue to be met.

# Facade Improvement Grant Program Application Form

## A. GENERAL INFORMATION AND INSTRUCTIONS

1. Before filling out this application form, **please read the attached Program Guide** (pg.1) and arrange for a pre-application meeting with staff. The Program Guide describes the purpose and basic terms and conditions of the Facade Improvement Grant Program.
2. If an agent/tenant is acting as the applicant for the property owner, please ensure that the required authorization as provided in the application form is completed and signed by the owner. The grant will be paid by the City to the approved applicant with the acknowledgement of the property owner.
3. It is the responsibility of the applicant to contact and formally retain the services of a design consultant. The grant will be paid by the City to the approved applicant. Any costs incurred above and beyond the grant amount are the sole responsibility of the applicant.
4. Please ensure that you:
  - a. attach a letter of engagement or contract with the specified design consultant;
  - b. that the letter of engagement / contract includes the information specified in the Program Guide;
  - c. attach all required information to this form (current photos of existing building, plans, design drawings, contractor quotes, invoices); and

Note. an application will not be considered complete until all required information and documents have been submitted.
5. If you find insufficient space on this form to respond to questions, please provide additional information on a separate page and attach to your completed application form.
6. Please ensure that the application form is complete and all required signatures and supporting documents have been supplied.
7. Please print (black or blue ink) the information requested on the application form.
8. There is no application fee.
9. You may deliver your application in person or send it by mail to:

City of Peterborough  
Planning and Development Services  
500 George St N  
Peterborough, ON K9H 3R9  
Attention: Manager, Planning Division
10. For further information on this program, please contact the Manager, Planning Division at 705-742-7777 ext.1781 or by email (khetherington@peterborough.ca).

## 1. APPLICANT INFORMATION (PLEASE PRINT)

Peterborough and the Kawarthas Assoc. of REALTORS®  
Wendy Giroux, Executive Officer

### Name of Applicant

Mailing Address

273 Charlotte Street, Box 1330

Peterborough, Ontario K9J 7H5

Telephone Number

705-745-5724

Fax Number

705-745-9377

E-mail

wgiroux@peterboroughrealestate.org

### Name of Property Owner

(If different from Applicant)

Mailing Address

Telephone Number

Fax Number

E-mail

### Name of Agent

Mailing Address

Telephone Number

Fax Number

E-mail

## 2. PROPERTY INFORMATION

Address of Property

273 & 275 Charlotte Street, Peterborough

Ontario K9J 7H5

Assessment Roll Number

151403010002100-0000

Existing Property Use

Small Office Building, Owner Occupied

Is property designated under the Ontario Heritage Act?

Yes \_\_\_ No x

Are property taxes paid in full on this property?

Yes x No \_\_\_

Are there any outstanding work orders on this property?

Yes \_\_\_ No x

### 3. PROJECT DESCRIPTION

Please describe the proposed facade improvements that are eligible for funding under this program (please attach further information/sketches as required).

The proposed facade improvement for 273 Charlotte Street include new signage, restorations to the current exterior brickwork and a new entrance. The current brickwork has been patched since PKAR bought the building in 1969, but a complete renovation has never been commissioned. The current brickwork is crumbling in places and does not create a professional look for the Realtors Association Office. Furthermore, the front entrance way is rotting and the railing is unsecure, the facade improvements include updating the entrance to meet current building and fire codes. Additionally, new signage will be added to promote a positive Realtor image in downtown Peterborough. Improvements to 275 Charlotte Street include an updated entrance way with a ramp to accommodate upcoming Accessibility Legislation, renovations to the brickwork and new signage.

### 4. CONSTRUCTION COST ESTIMATES

Please attach two detailed cost estimates (including taxes) from licensed contractors for work to be performed (in addition to information provided below).

Construction Estimate (\$):	427,555.32 (+ HST)
Name of Contractor:	Mitchell Contracting
Construction Estimate (\$)	275,370.24 (+ HST)
Name of Contractor:	Killian Building and Renovations
Total Grant Requested (\$):	\$30,000

### 5. CONSTRUCTION SCHEDULE

Approximate Start Date of Construction:	April 1st 2012
Approximate End Date of Construction:	August 1st 2012

### 6. OTHER SOURCE OF FUNDS

Has this property received grants/loans or other financial assistance from the City or other level of government Yes \_\_\_\_ No x

If yes, please specify type and amount of financial assistance received:

## 7. REQUIRED SUPPORTING DOCUMENTATION

Please place a check in the box to ensure that you have included the required supporting documentation.

- ☒ photographs of the existing building *enclosed & on flash drive*
- ☒ historical photographs and/or drawings *enclosed & on flash drive*
- ☐ a heritage impact statement for designated or eligible heritage properties *n/a*
- ☒ a site plan and/or professional design/study/architectural drawings *on flash drive*
- ☒ specification of the the proposed works, including a work plan for the improvements to be completed and construction drawings *on flash drive*
- ☒ two (2) detailed cost estimates for eligible work provided by a licensed contractor *enclosed & on flash drive*

## 8. OWNER'S AUTHORIZATION

(to be completed if an Applicant/Agent is representing the property owner)

I, \_\_\_\_\_, being the registered owner of the subject lands hereby authorize \_\_\_\_\_ to prepare and submit this application for the Facade Improvement Grant Program.

Signature of Owner: \_\_\_\_\_ Date: \_\_\_\_\_

9. LEGAL

I / WE HEREBY APPLY for a grant under the City of Peterborough Facade Improvement Grant Program.

I / WE HEREBY AGREE to abide by the terms and conditions of the Grant Program.

I / WE HEREBY AGREE to enter into a grant agreement with the City of Peterborough that specifies the terms of the grant.

I / WE HEREBY AGREE to abide by the terms and conditions of the grant agreement and understand that a grant agreement for the grant amount shall be registered against the title of the property prior to the City releasing the funds.

I / WE HEREBY CERTIFY that the information contained in this application is true, correct and complete in every respect and may be verified by the City of Peterborough by such inquiry as it deems appropriate, including inspection of the property for which the application is being made.

I / WE HEREBY AGREE that if any statements or information in this application or submitted in support of this application are untrue, misleading or there is a material omission, the application may be rejected or not approved, or the grant may be delayed, reduced or cancelled.

I / WE HEREBY GRANT permission to the City, or its agents, to inspect my/our property that is the subject of this application.

I / WE HEREBY AGREE that the grant may be delayed, reduced or cancelled if the work is not completed, not completed as approved or if the contractors are not paid.

I / WE HEREBY AGREE the program for which application has been made herein is subject to cancellation and / or change at any time by the City in its sole discretion, subject to the terms and conditions specified in the Program. Participants in the program whose application has been approved and who has entered into a grant agreement with the City of Peterborough will continue to receive their grant, subject to their grant agreement.

I / WE HEREBY AGREE all grants will be calculated and awarded in the sole discretion of the City of Peterborough. Notwithstanding any representation by or on behalf of the City of Peterborough, or any statement contained in the program, no right to any grant arises until it has been duly authorized, subject to the applicant meeting the terms and conditions of the Program and the grant agreement. The City of Peterborough is not responsible for any costs incurred by the Owner / Applicant in any way relating to the program, including, without limitation, costs incurred in anticipation of a grant.

Owner or Authorized Agent/

Applicant Name:

Wendy Giroux - Executive Officer

Signature(s):

[Signature]

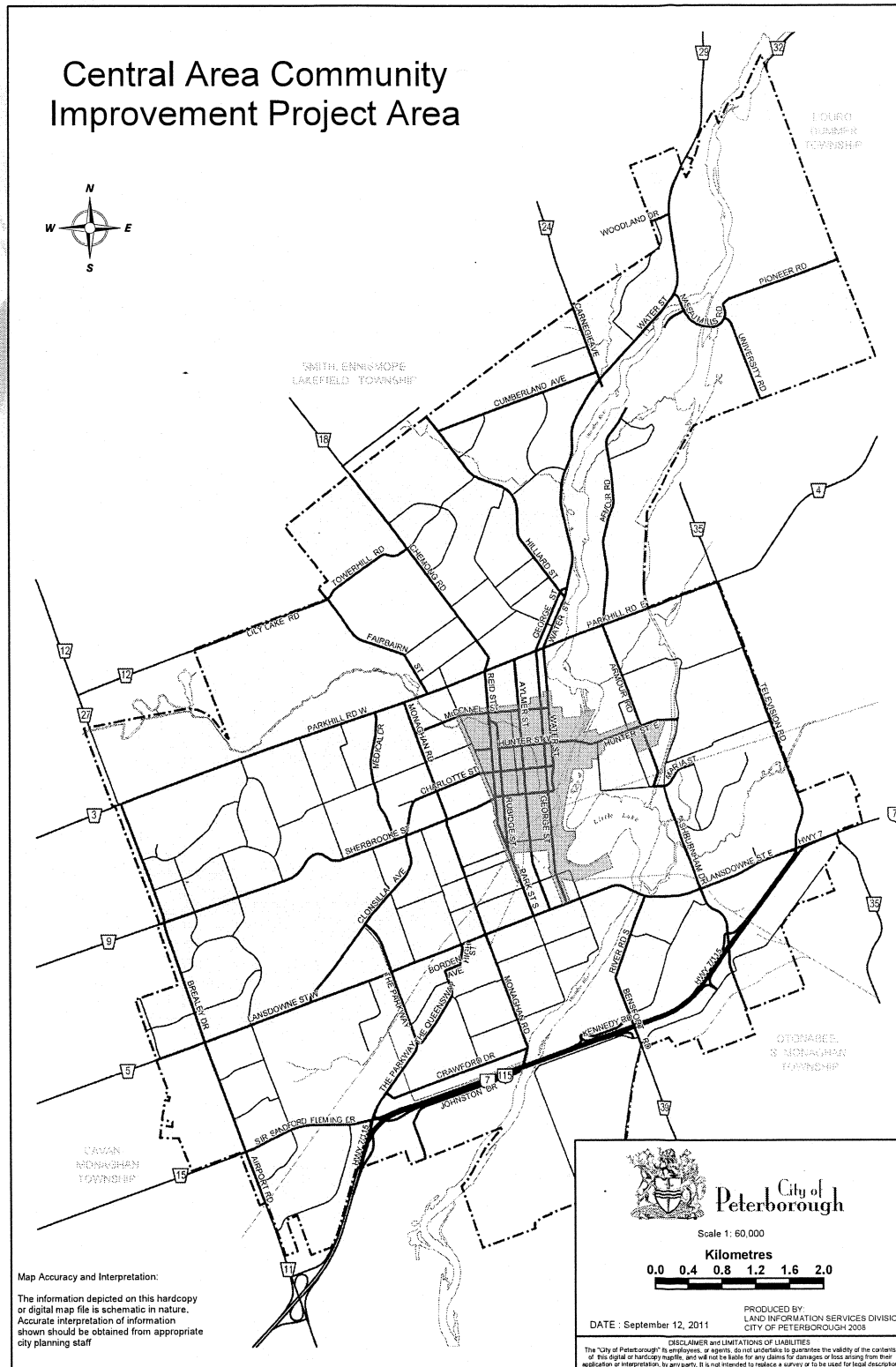
Date:

Feb 21, 2012

# General Administration Provisions Applicable to all CIP Financial Incentive Programs

The provision of any CIP grant is subject to the following general administration provisions:

- Owners, tenants and assignees of properties within the Central Area Community Improvement Project Area are eligible to apply for funding under the grant program. Application may be made on a "first come, first served basis" to the limit of the available funding, provided all eligible criteria and conditions are met for each program. Where applicable, tenants of properties may apply for funding with the written consent of the property owner.
- All applicants shall be required to have a pre-consultation meeting with City staff prior to filing their applications, to determine factors such as program eligibility, scope of work and project timing.
- Where other sources of government funding and/or non-profit organization funding to be applied against the eligible costs is anticipated or has been secured, these must be declared as part of the application and the grant may be reduced on a pro-rated basis.
- All arrangements for financial incentives under the program shall be to the satisfaction of the Treasurer for the City. All applicants who are approved will be required to enter into an agreement with the City approved by Council or its designate. Actual costs may be subject to independent audit, at the expense of the property owner.
- Property taxes shall be in good standing at the time of application and throughout the length of any loan or grant commitment.
- All proposed development shall conform to the Official Plan and Zoning By-law and other planning requirements. There shall be no outstanding work orders issued by the City against the property. In addition, all improvements shall be made pursuant to a building permit, and constructed in accordance with the Ontario Building Code where required.
- Any property that has a heritage designation or is in the Heritage Property Tax Relief Program must be in compliance with those programs to be eligible for any CIP Programs.
- The City may, at its discretion, and without further amendment to the Community Improvement Plan, extend or discontinue any program when and as it deems appropriate. Notwithstanding this, participants in various programs prior to their closing may continue to receive approved grants after the closing of the program as determined through individual agreement with the City and subject to available funding approved by the City.
- Final decisions with respect to applications and the allocation of funds shall be made by City Council, unless Council delegates its authority to staff. If Council delegates its authority, then an applicant shall be afforded the opportunity to appeal a staff decision to Council. The general administration of the program shall be the responsibility of the Planning and Development Services Department, in consultation with other departments as appropriate.
- Continuation of those programs requiring funding through the annual Capital Budget is subject to City Council approval. These programs include the Facade Improvement Grant Program, the Residential Conversion and Intensification Grant Program, and the refund of building permit fees under the Municipal Incentive Grant Program.





**Peterborough and the Kawarthas Association of REALTORS® Inc.**

**Breakdown of Renovation Costs to 275 Charlotte Street**

**Exterior**

Brick Tinting ~~\$12,000~~ 4,700

~~Accessible Ramp \$20,046~~

Front Porch \$10,846

Budgeted Finishes up to \$20,000 for:

~~Shutters \$537.66~~

Signage \$3,675

~~Landscaping \$750~~

New Security Door on Front \$2,000

~~New Accessible Door on Side \$2,500~~

# 21,221

50% - \$10,610.50

Prepared by Dustin Jepson



170 West Beaver Creek Road, Unit Six  
Richmond Hill, Ontario L4B 1L6  
o. 905.764.7503 f. 905.731.2327

**PROPOSAL**

27/09/2011

<b>To: Building Character</b> c/o Debbie Keay 705.930.3322	<i>Job Name / Location</i> <b>273 Charlotte</b> <b>Peterborough, ON</b>	
<b>fax:</b> <b>email: debbie@buildingcharacter.ca</b>	<b>Payment Terms</b>	<b>PO Number</b>

We hereby submit specifications and estimates for:

**Front wall:**

Tint all brick on front wall (assuming that the mortar joints are ground out)	\$1,550.00
or/	
Tint all brick and mortar joints individually to customer chosen colours	\$3,150.00

**Left side wall:**

Tint all bricks on left side wall to customer chosen colour(s)	\$3,200.00
Tint all mortar joints on left side wall to customer chosen colour	\$1,450.00

**Right side wall:**

Tint all bricks on right side wall to customer chosen colour(s)	\$1,800.00
Tint all mortar joints on right side wall to customer chosen colour	\$850.00

**Total**

Please add 13% HST to all prices.

PermaTint Limited hereby warrants that our masonry tinting performed at this project will remain colour fast and durable under normal weathering conditions for a period of \_\_\_\_ years from the date the project was completed. If the masonry tinted by us does not maintain its appearance in relation to adjacent untinted units, PermaTint Limited will ensure corrective action is undertaken to restore the failed units. Our warranty is limited to such restoration. This warranty will be null and void if the masonry units have been previously or subsequently treated with silicone or any other acid or chemical based treatment. This would include water-proofing agents or accelerators added to the mortar during mixing. Additionally, this warranty is invalid if the substrate on which our tint was applied fails of its own accord.

Authorized  
Signature

**Acceptance of Proposal**

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_ days.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

[illegible]

I, DEBORAH A. KEAY, P.E., DECLARE THAT I REVIEW AND TAKE RESPONSIBILITY FOR THE DESIGN WORK ON BEHALF OF BUILDING CHARACTER REGISTERED UNDER SUBSECTION 3.2.4. OF DIVISION C, OF THE BUILDING CODE.

I AM QUALIFIED, AND THE FIRM IS REGISTERED, IN THE APPROPRIATE CLASSIFICATION CATEGORIES:

DEBORAH REAY  
INDIVIDUAL EGIN: 21051  
FIRM EGIN: 59049

**BK**  
**BUILDING**  
**CHARACTER**

116 Hunter Street West  
Peterborough, Ontario  
K9H 2K6

(705) 930-3322  
www.buildingcharacter.ca

**PETERBOROUGH & KAWAR  
REALTOR'S BOARD**

**PROJECT DESCRIPTION:**  
**OFFICE RENOVATION**  
CHARLOTTE STREET  
PETERBOROUGH, ONTARIO

## ELEVATIONS

DRAWN BY:	J. MARSHALL	SCALE:	
PROJECT NO.:	11-220	DRAWING NO.:	A5
DATE:	SEPTEMBER 2011		

 $\sqrt{20 \cdot 10^2}$ 

11'-6"

$2'-2''$

EXISTING GROUND

**NORTH ELEVATION**

Scale: 1/4" = 1'-0"

30-10

11'-6"

(2'-2)

EXISTING GROUND

**SOUTH ELEVATION**

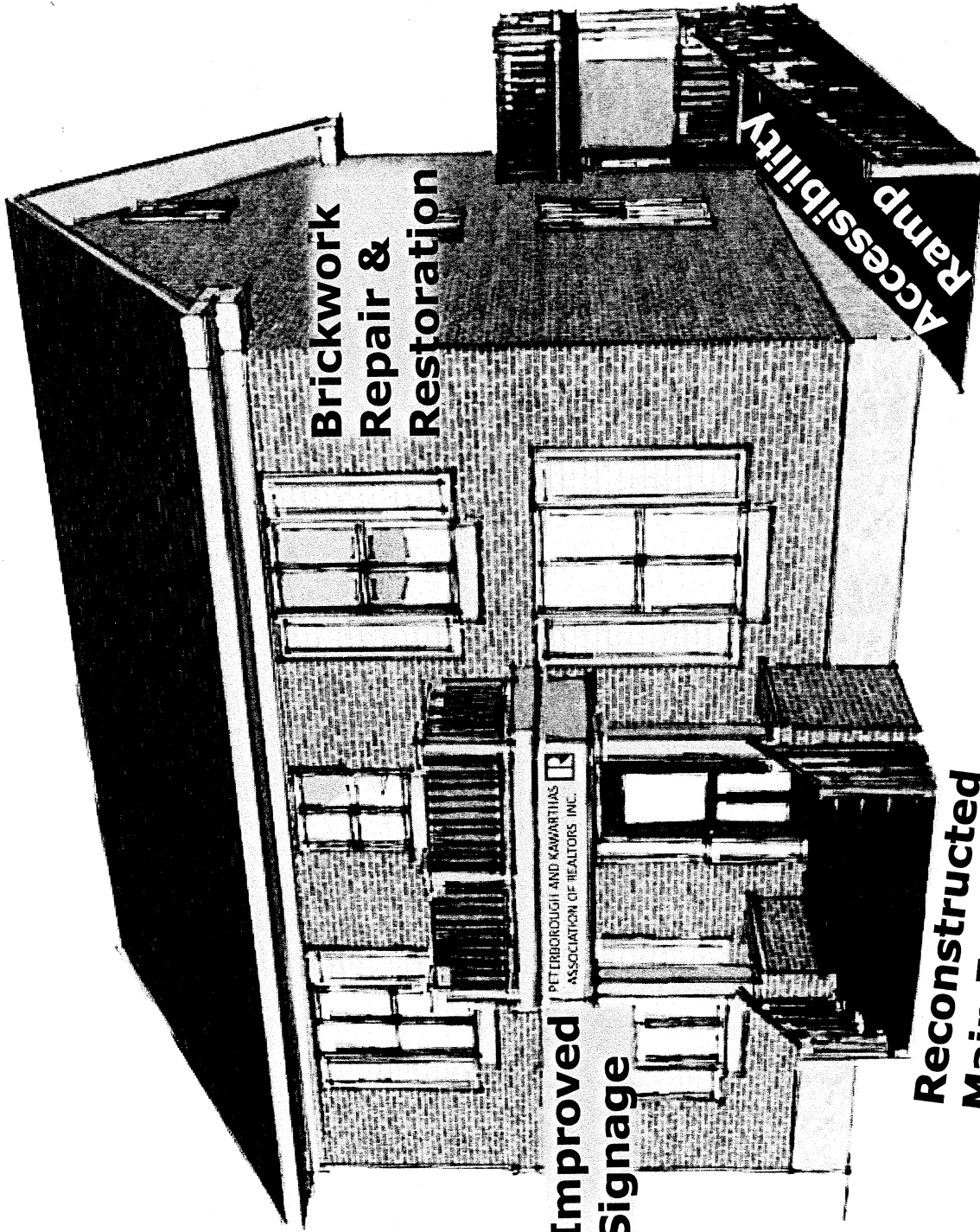
Scale: 1/4" = 1'-0"

PREFINISHED  
ALUMINUM RAILING

ANNA SITING

## NEW ALUMINIUM SHUTTERS

REPOINT EX. BRICK AS REQUIRED



**Reconstructed  
Main Entrance**

**PKAR**