

photo A

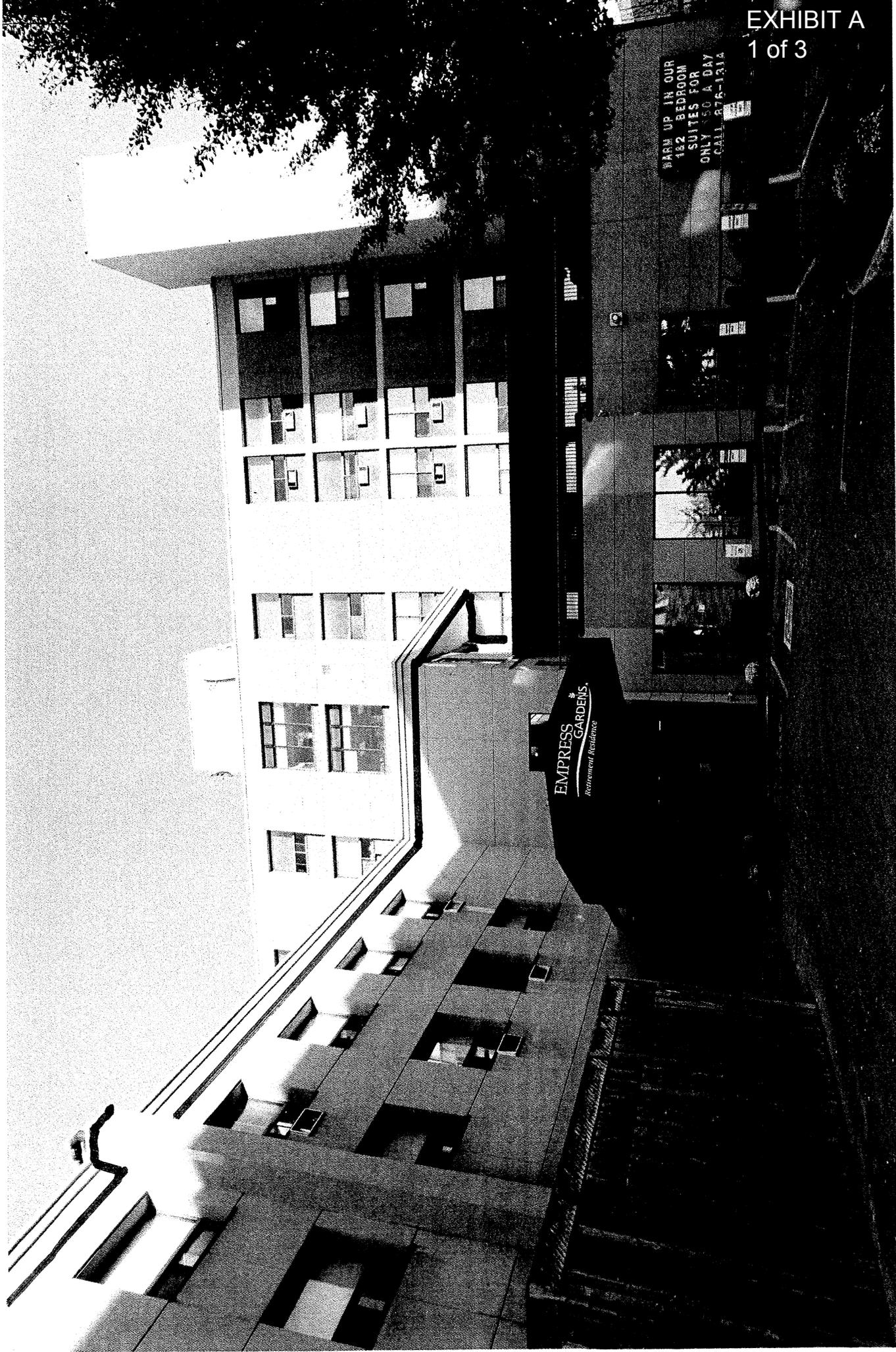
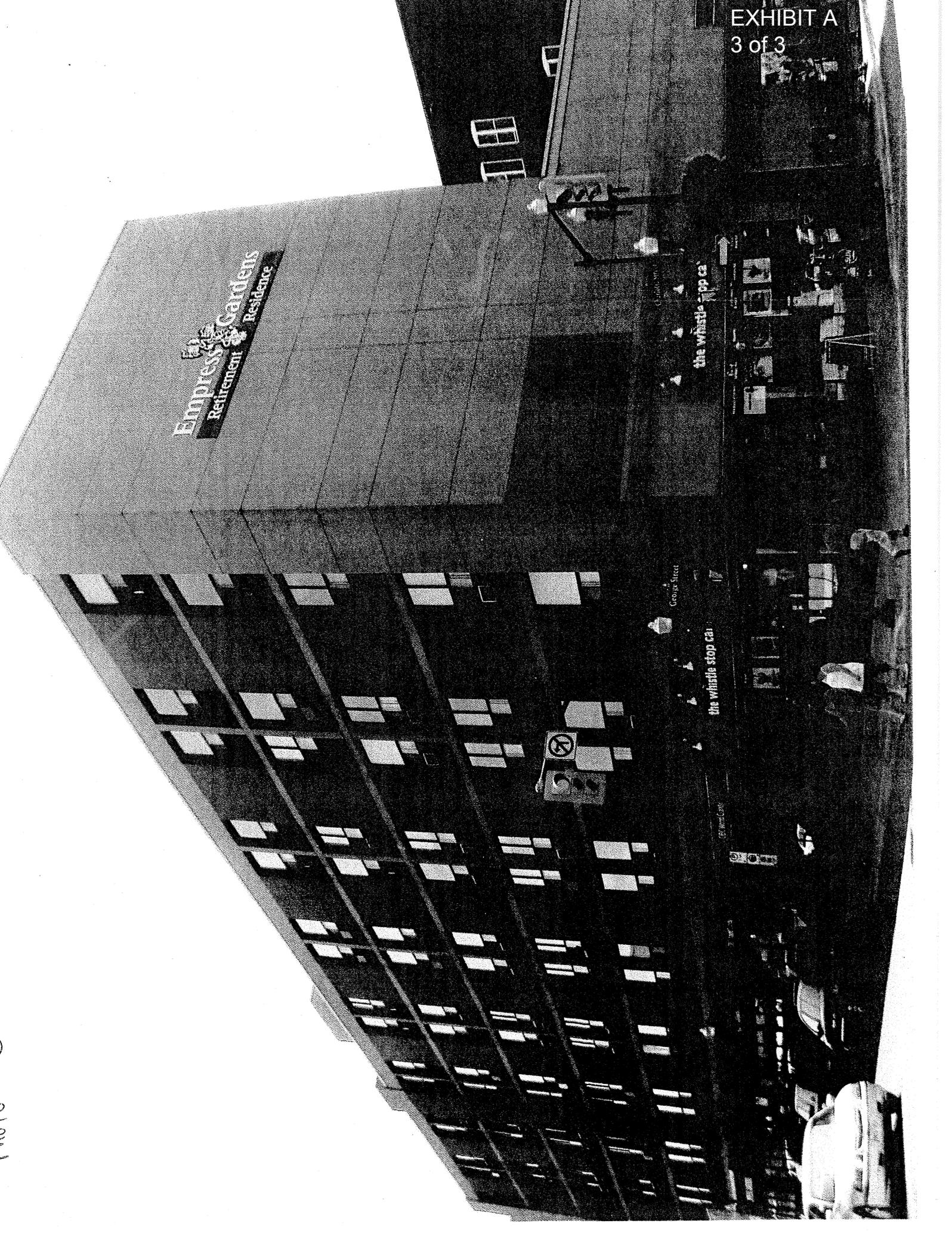


Photo B



EXHIBIT A  
2 of 3

Empress Gardens  
Retirement Residence



photo

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

AON 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 \$4,520.00 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 \$4,520.00.
- 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 \$4,520.00, 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**

**AON 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    AON Inc. \_\_\_\_\_  
Address of Subject Lands                131 Charlotte Street \_\_\_\_\_  
Assessment Roll Number(s)            \_040050063000000 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Legal Description of Land**

Town Plan 1, Pt. Lot 1, Pt. Lot 2  
South of Charlotte, East of George

**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](mailto:khetherington@peterborough.ca)).

1. APPLICANT INFORMATION (PLEASE PRINT)

Name of Applicant

AON Inc

Mailing Address

P.O. Box 296

Peterborough

K9J 6Y8

Telephone Number

705-742-5445

Fax Number

705-742-9276

E-mail

rmcleod@aoniac.com

Name of Property Owner

(If different from Applicant)

Mailing Address

Telephone Number

Fax Number

E-mail

Name of Agent

Ross McLeod, Director of Property Management

Mailing Address

Telephone Number

Fax Number

E-mail

2. PROPERTY INFORMATION

Address of Property

131 Charlotte St.

Peterborough

K9J 2T6

Assessment Roll Number

1514 040 050 063 00

Existing Property Use

Retirement Home

with Commercial Space

Is property designated under the Ontario Heritage Act?

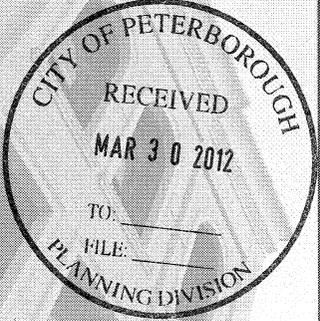
Yes  No

Are property taxes paid in full on this property?

Yes  No

Are there any outstanding work orders on this property?

Yes  No



3. PROJECT DESCRIPTION

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

Exterior painting of the south east side of the Empress Gardens Building, lower level up the 3 storeys facing Water St. As per photo "A" with area to be painted outlined in red. Colour will be darker than the existing tone. For 2013 we will apply for the grant to paint the remaining exterior of the building.  
Air conditioning sleeves on complete building to be replaced and painted to blend in with the exterior colour of the building. As shown in photos A, B and C.

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 (\$): 9,040.00  
Name of Contractor: Steve Wright Painting Contractor  
Construction Estimate (\$) 9,311.20  
Name of Contractor: Gutter Filtration General Contractor  
Total Grant Requested (\$): 4,520.00

5. CONSTRUCTION SCHEDULE

Approximate Start Date of Construction: 04-Jun-12 Weather permitting.  
Approximate End Date of Construction: 18-Jun-12

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

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

8. OWNER'S AUTHORIZATION

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

I, Todd Smith, AON Inc., being the registered owner of the subject lands hereby authorize Ross Mchead to prepare and submit this application for the Facade Improvement Grant Program.

Signature of Owner:  Date: 30-Mar-12

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:

Signature(s):

Date:

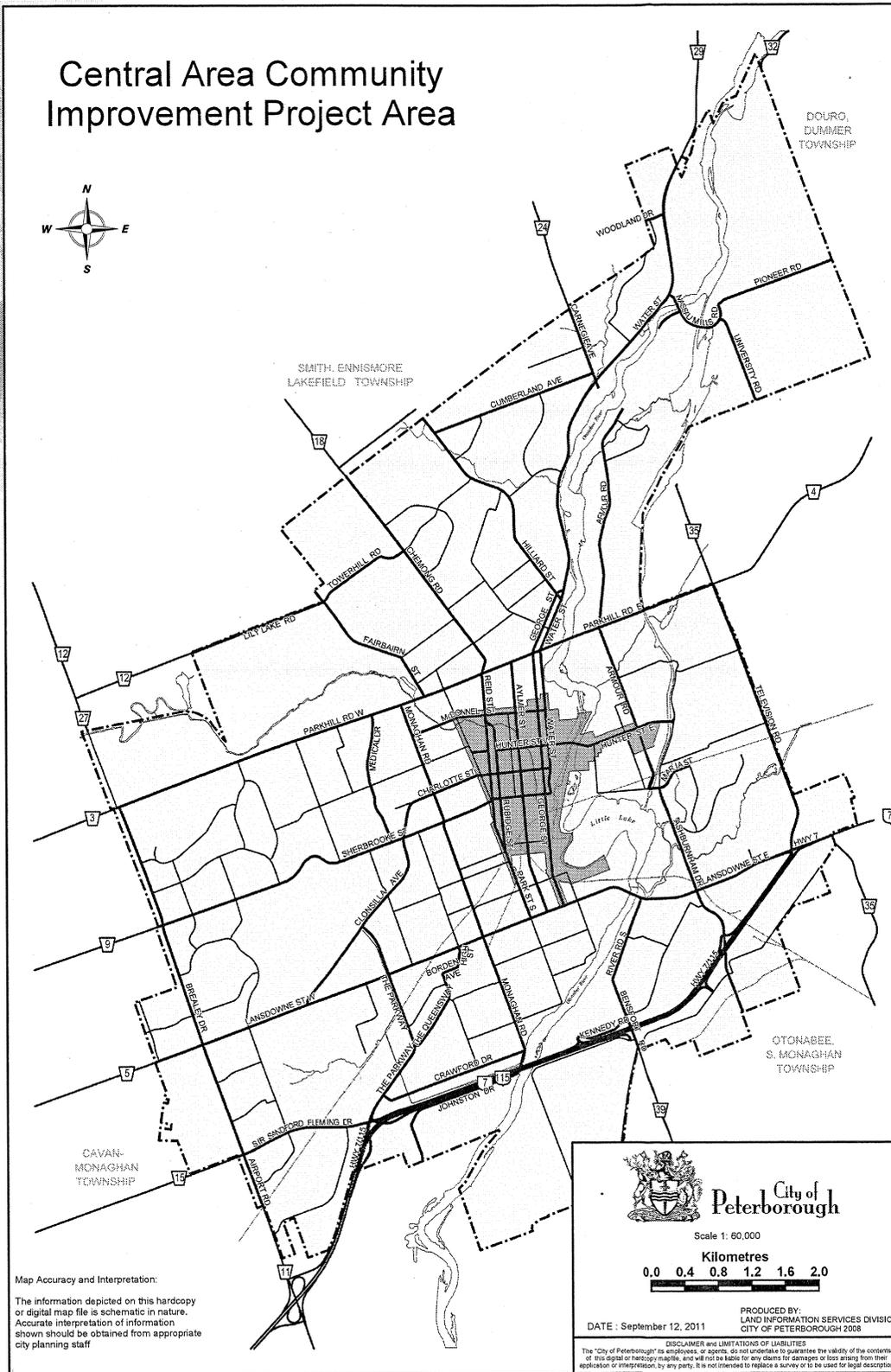
Ross McLeod  
Ross McLeod  
30-Mar-12

# 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.

# Central Area Community Improvement Project Area



**Map Accuracy and Interpretation:**

The information depicted on this hardcopy or digital map file is schematic in nature. Accurate interpretation of information shown should be obtained from appropriate city planning staff



City of  
**Peterborough**

Scale 1: 60,000

Kilometres

0.0 0.4 0.8 1.2 1.6 2.0

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