



**Downtown Perth Community Improvement Plan
Building Code Compliance and
Energy Efficiency Retrofit Program
Application Form**

General Information and Instructions

1. Before filing out this application form please read the enclosed Program Guide and arrange for a pre-application meeting with staff. The Program Guide describes the purpose and basic terms and conditions of the Building Code Compliance and Energy Efficiency Retrofit Program.
2. 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 form.
3. Please attach to this application all required supporting documents. An application will not be considered complete until all required documents have been submitted.
4. Please ensure that the application form is complete and that all required signatures have been supplied.
5. Please print (black or blue ink) or type the information requested on the application form.
6. You may deliver your application in person or send it by mail to:

**Town of Perth
Community Services Dept. – Economic Development
80 Gore St. E.
Perth, ON
K7H 1H9**

For further information on this program, please contact:

**Economic Development Coordinator
Town of Perth
613-267-3311 ext. 2240
ecdev@perth.ca**

Project Estimates: Please provide three (3)

Estimate 1: (attach copy of original)	
Company name:	Phone:
Estimate (excluding HST): \$	

Estimate 2: (attach copy of original)	
Company name:	Phone:
Estimate (excluding HST): \$	

Estimate 3: (attach copy of original)	
Company name:	Phone:
Estimate (excluding HST): \$	

Additional Project Funding Sources (please list)	
Source	Amount
1.	\$
2.	\$
3.	\$
4.	\$
Total:	\$

Eligible Loan Amount:	\$
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The Downtown Perth Community Improvement Plan (CIP) Building Code Compliance and Energy Efficiency Retrofit Program will provide a loan to the applicant equal to 50% of the average estimated construction cost to a maximum of \$20,000 per unit for works related to building code upgrades or for works related to energy efficiency improvements. Three (3) quotations from qualified contractors must be obtained to determine the allowable funding.

The following work sheet has been provided to assist you in calculating the eligible amount of your grant.

Estimate1.....		[]
	+	
Estimate2.....		[]
	+	
		[]
Estimate3.....		=
		[]

Average..... $\div 3$
 $\times .50$

Terms and Conditions

1. In order to be eligible for a Building Code Compliance and Energy Efficiency Retrofit Program loan an application form must be submitted to the Town prior to commencing any works.
2. Applications will initially be reviewed by town staff with regard to planning approvals and/or building permits requirements.
3. Applicants will be advised in writing of any required approvals or permits associated with their application.
4. Eligible applicants must be the owner of the property.
5. In order to be eligible for the loan program, all proposed projects must be within the designated Downtown Perth Community Improvement Plan area, as indicated by the by By-law No. 4173.
6. Submitted projects must help to achieve the Community Improvement Plan's (CIP) goals and objectives for Downtown Perth.
7. The property owner must have no outstanding tax arrears and must be in good standing with regard to taxation at the time of application and throughout the duration of the incentive benefit period as identified in the Community Improvement Plan.
8. In order to be eligible all loan applications must include completed application forms and supporting materials such as detailed work plans, three (3) cost estimates and contracts, applicable reports and any other applicable information as required by the Town.
9. Works associated with the Building Code Compliance and Energy Efficiency Retrofit Program must be in accordance with all town policies, procedures, standards, and guidelines in order to be approved.

10. Existing and proposed uses must be in conformity with the policies and standards provided by the Town's Official Plan, Zoning By-law, Heritage Conservation District and all other planning documents.
11. Community improvement works associated with the Building Code Compliance and Energy Efficiency Retrofit Program must be undertaken pursuant to application for planning approval and/or building permit, and any additional required permits and in accordance to the Ontario Building Code and all applicable planning policies and standards.
12. The loan program made available under the Downtown Perth Community Improvement Plan may be used individually or may be combined with additional funding opportunities; however the total of all incentive benefits (including loans and refunds) must not exceed the project's costs.
13. All sources of additional funding, or incentives must be declared at the time of application submission. The Town, in consultation with the CIP Implementation Advisory Panel, is entitled to make recommendations for loan reductions based upon any declared funding or incentives.
14. The Panel will evaluate all applications and supporting materials, upon review of the material the Panel will make a decision to approve or not approve.
15. Should the Panel approve the application the applicant will be required to sign a Loan Program Agreement which will outlines the terms, duration, and default provisions under the program.
16. Should the Panel, Town staff or Council require additional information, plans, studies or any additional works related to the proposed project, the requested information must adequately be provided and/or undertaken prior to approval of the application.
17. Undertaken and completed works that are associated with an improved loan program application must be consistent with the project description contained in the application form and supporting materials, and with the program agreement. Should works not be consistent with the original project description, to the satisfaction of the Town, the Town may delay, reduce or cancel the loan.
18. Should the applicant fall into default of any of the eligibility requirements, or fail to meet the detailed requirements of each of the loan program, or any requirements of the Town, the Town in its sole discretion may reduce, or cancel the agreement.

19. The Town may at any time discontinue the Building Code Compliance and Energy Efficiency Retrofit Program; however all approved projects will receive funding in accordance to the executed Loan Program Agreement and subject to available funding as approved by Council.
20. The CIP Implementation Advisory Panel shall have authority to resolve disputes between applicants and Town staff with regard to completion of approved projects and monies to be loaned under the Building Code Compliance and Energy Efficiency Retrofit Program and for disputes for grant values of \$5,000, or less the decision of the CIP Implementation Advisory Panel shall be final.
21. Any program commitments may be cancelled if work does not commence within six months of Council's approval of the application or in accordance with an agreement with the Town.
22. Recipients are expected to maintain, in good repair, any work funded in part by the CIP program for the duration of the projects expected lifecycle.

Additional Provisions

Building Code Compliance and Energy Efficiency Retrofit Loan Implementation Panel Review Process

The Community Improvement Plan Implementation Advisory Panel will review the application and make its recommendation within thirty (30) business days of the intake date. The total loans available each year are limited so loans will be awarded on a first-come, first served basis. In the event that the applicant is a multiple property owner project funding will be limited to two (2) projects annually*.

Applications will be reviewed and selected based on their compatibility with the visions and goals of the Town of Perth and the CIP Implementation Panel, and their effect on the downtown.

** Should any unallocated funds be available after September 30th those individuals who own multiple properties will be considered on a first come, first-served basis until such a time that all funds have been allocated.*

Limitations of Liability and Indemnification, Further Conditions

Town staff, officers and agents shall be saved harmless arising out of any actions or approvals granted, or any building code infractions associated with the completed work.

The Town shall be entitled, at any time, to impose such additional terms and conditions on the use of the loan, which, in its sole discretion, it deems appropriate.

Letter of Agreement

All applicants will be required to complete a Building Code Compliance and Energy Efficiency Retrofit Letter of Agreement before any monies are distributed.

Municipal Freedom of Information and Privacy Protection Act

The Town may promote the program and reserves the right to use approved and funded projects as examples in promotional programming. The Town may promote an approved project by using photographs and descriptions of the project in promotional materials. The Town reserves the right to install in a conspicuous location, on-site, project funding boards for all approved projects.

Payment of Interest Free Loan

Payment for projects under the Building Code Compliance and Energy Efficiency Retrofit Program will be disbursed by cheque and made payable to the owner contingent upon an agreed upon phase of the project. A letter of intent shall be supplied to the contractor in advance of all works noting the payment arrangement.

Release from the Loan Agreement will be contingent on the following conditions:

- Notice of completion submitted to staff;
- Completion of the proposed project to the satisfaction of the Town;
- Submission of proof of payment (paid invoices materials and contractors) for all eligible and completed work;
- Satisfactory compliance with all inspections and regulations under the Ontario Building Code and the *Ontario Heritage Act*;
- The loan amount is fully repaid to the Corporation of the Town of Perth.

- To a maximum of 3 years on a case by case basis, with terms of agreement to be determined.

Downtown Perth Community Improvement Plan - Building Code Compliance and Energy Efficiency Retrofit Program Declaration of Application

I/WE HEREBY APPLY for a loan under this Downtown Perth Community Improvement Plan – Building Code Compliance and Energy Efficiency Retrofit Program.

I/WE HEREBY AGREE to abide by the terms and conditions of the loan program.

I/WE HEREBY AGREE to enter into a loan agreement with the Town of Perth (herein referred to as The Town) that specifies the terms and conditions of the loan.

I/WE HEREBY CERTIFY that the information contained within this application is true, correct and complete in every respect and may be verified by the Town by such inquiry 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 supported in support of this application are untrue, misleading or there is a material omission, the application may be rejected or not approved, or the loan may be delayed, reduced or cancelled.

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

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

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 Town 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 have entered into a loan agreement with the Town will continue to receive their loan, subject to their loan agreement.

I/WE HEREBY AGREE all loans will be calculated and awarded at the sole discretion of the Town. Notwithstanding any representation by or on behalf of the Town, or any statement contained in the program, no right to any loan arises until it has been duly authorized, subject to the application meeting the terms and conditions of the program and the loan agreement. The Town 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 loan.

Dated the _____ of _____, _____
Day Month Year

Name of Owner

Signature of Owner

By-law No. 4173 - Schedule 'A'

