



**Downtown Perth Community Improvement Plan
Municipal Tax Increment Rebate 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 Municipal Tax Increment Rebate Program.
2. If an agent is acting for the property owner please ensure that the required authorization form is completed and signed by the 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 form.
4. Please attach to this application all required supporting documents. An application will not be considered complete until all required documents have been submitted.
5. Please ensure that the application form is complete and that all required signatures have been supplied.
6. Please print (black or blue ink) or type the information requested on the application form.
7. 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**

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 either be the owner of the property or an agent for the owner of the property to whom the owner has provided written consent for the application.
5. In order to be eligible for the program, all proposed projects must be within the designated Downtown Perth Community Improvement Plan Project area, as established under By-law No. 4173.
6. Submitted projects must help to achieve the Community Improvement Plan's (CIP) goals and objectives for Downtown Perth.
7. In order to be eligible all applications must include completed application forms and supporting materials such as detailed work and material plans, applicable reports and any other applicable information as required by the Town.
8. Works associated with the Municipal Tax Increment Rebate Program must be in accordance with all town policies, procedures, standards, and guidelines in order to be approved.
9. 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.
10. Community Improvement works associated with the Municipal Tax Increment Rebate 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.
11. The proposed exterior design of buildings, including signage associated with an application must be considered by the Town as consistent with the Town's desired goals for and appearance/character of Downtown Perth. The CIP Implementation Advisory Panel (the Panel) will consider details of exterior design proposed by each applicant when determining eligibility for incentive programs of the CIP. Specifically, the Panel will ensure that details of exterior design are compatible with provisions of the Official Plan and generally accepted of community character and compatibility.

12. The program made available under the Downtown Perth CIP may be used individually or may be combined with additional funding opportunities; however the total of all incentive benefits (including grants 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 rebate 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 Community Improvement Project Commitment Agreement (the Agreement) which will outline the terms, duration, and default provisions under the program.
16. Should the Town 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 a Municipal Tax Increment Rebate Program must be consistent with the project description contained in the application form and supporting materials, and with the Community Improvement Project Commitment 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 rebate.
18. Should the applicant fall into default of any of the eligibility requirements, or fail to meet the detailed requirements of the rebate 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 Municipal Tax Increment Rebate Program; however all approved projects will receive funding in accordance to the executed Community Improvement Project Commitment Agreement as approved by Council.
20. Any program commitments may be cancelled if work does not commence within one year of approval of the application or in accordance with the Community Improvement Project Commitment Agreement with the Town.
21. Recipients are expected to maintain, in good repair, any work funded in part by the CIP program for the duration of the project's reasonably expected lifecycle.

22. Filing of fraudulent information or misrepresentation of authorization is grounds for disqualification from the grant program at any time and will be grounds for demand of rebate repayment.
23. The applicant must remain in good financial standing with the Town and not be in tax arrears.

Additional Provisions

CIP Advisory Panel Review Process

The Community Improvement Plan Implementation Advisory Panel will review the application and make its recommendation within thirty (30) business days of submission. Applications will be reviewed and approved 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.

Limitations of Liability and Indemnification, Further Conditions

The successful applicant shall indemnify and hold The Corporation of the Town of Perth harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether willful or otherwise by the applicant, its agents, officers, employees or other persons for whom the applicant is legally responsible.

The Town shall be entitled to, upon notice to and after consultation with the Recipient:

- (a) impose such additional terms or conditions on the use of the Funds which it considers appropriate for the proper expenditure and management of the Funds and the completion of the Project; and
- (b) impose such terms and conditions that it considers necessary and/or appropriate on any consent granted pursuant to the Agreement.

Community Improvement Project Commitment Agreement

All applicants will be required to complete a Community Improvement Project Commitment 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 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.

Rebate Payments

Payment for completed projects under the Municipal Tax Increment Rebate Program will be disbursed by cheque and made payable to the owner/applicant contingent on the following conditions:

Initial:

- Signed 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;
- Inspection of work and confirmation of satisfactory completion by town staff;
- Satisfactory compliance with all inspections and regulations under the Ontario Building Code and the Ontario Heritage Act.

Ongoing:

- The applicant must remain in good financial standing with the Town of Perth and not be in default of tax payments.

**Downtown Perth Community Improvement Plan
Municipal Tax Increment Rebate Program - Declaration of Application**

I/WE HEREBY APPLY under this Downtown Perth Community Improvement Plan – Municipal Tax Increment Rebate Program. I/WE HEREBY AGREE to abide by the terms and conditions of the program. I/WE HEREBY AGREE to enter into a Community Improvement Project Commitment Agreement with the Town of Perth (herein referred to as the Town) that specifies the terms and conditions of the grant.

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 rebate 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 rebate 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 that the property will be maintained in good repair, any work funded in part by the CIP program for the duration of the project’s reasonably expected lifecycle.

I/WE HEREBY AGREE that accounts with the Town of Perth are and will remain in good standing. 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 Community Improvement Project Commitment Agreement with the Town will continue to receive their rebate, subject to their agreement.

I/WE HEREBY AGREE all rebates 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 rebate arises until it has been duly authorized, subject to the application meeting the terms and conditions of the program and the Community Improvement Project Commitment 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 approval.

Dated the _____ of _____, _____
Day Month Year

Name of Owner or Authorized Agent/Tenant

Signature of Owner or Authorized Agent/Tenant

