



TOWN POLICY NUMBER: 004/2016

REFERENCE:

ADOPTED BY:
TOWN COUNCIL

SUPERSEDES:
N/A

PREPARED BY:
PLANNING & COMMUNITY DEVELOPMENT

EFFECTIVE DATE:
May 3, 2016

TITLE: HISTORICAL MURAL INCENTIVE PROGRAM

PURPOSE

To establish a written policy, approved by Council, to clarify expectations and determine criteria for a matching grant incentive program for businesses and commercial locations to partake in the development of a historical mural, with funding provided by Town Council.

POLICY STATEMENT

1. That if Council provides funds for historical murals, these funds are to be approved on a matching basis. This means business and commercial property owners must contribute an amount equal to or exceeding the actual funds provided by Council. A maximum amount of **\$500** per building of an approved historical mural will be granted.
2. The matching requirement may be met in the form of any combination of money, services, donated materials or equipment, all of which must be specifically related to the project (GST is excluded).

3. A Historical Mural Approval Committee will be struck by Town Council to review and approve applications for the Historical Mural Incentive Program and be made up of representatives of the following organizations: Town Councillors (2 representatives), Rocky Mountain House National Historic Site (1 representative), Confluence Heritage Society (1 representative), and the Rocky Museum (1 representative). This Committee will meet as needed as applications for the historical mural incentive program are received.

4. For an application to be deemed complete, the Town requires:
 - A certificate of title
 - A picture of the wall (or other surface) of where the historical mural will be placed.
 - A design concept of the proposed mural prepared for review of the Historical Mural Approval Committee.
 - A signed letter from the landowner agreeing to the proposed designed concept.
 - A quote from a muralist or artist showing the full amount of work (including any in-kind) to be completed.

5. That each approved applicant must enter into a reimbursement agreement with the Town of Rocky Mountain House, attached in **Schedule 1**. This agreement confirms the Town's commitment for repayment of the matching grant after completion of the work in conformance with the design concept submitted.

6. If construction is not completed within a four (4) month time frame, from the date of signature of the reimbursement agreement to the date of final inspection, the Town may cancel the agreement and enter into a reimbursement agreement with another applicant.

Schedule 1: Reimbursement Agreement – Historical Mural Incentive Program

Made this _____ day of _____, 201X

BETWEEN:

“ _____ ”
(the “Grantee”)

-and-

THE TOWN OF ROCKY MOUNTAIN HOUSE
(the “Town”)

WHEREAS:

A. The Grantee is the registered owner or lessee of a building with the municipal address: located on property legally described as: Legal Description: **Plan __Block __Lot __** in Rocky Mountain House, Alberta.

B. On _____, __, 2016, Town Council approved a policy entitled the “Historical Mural Incentive Program 004/2016” to provide matching grants to owners of buildings and building tenants in the downtown area who make specific improvements to their buildings.

C. The Policy calls for the Grantee and the Town to enter an Agreement setting out their respective obligations.

THEREFORE the parties agree as follows:

DEFINITIONS

1.1

In this Agreement:

(a) “**Deficiency List**” means a description of the particulars given by the Town to the Grantee that specifies how the Exterior Improvements work is inadequate or deficient;

(b) “**Exterior Improvements**” means the improvements to the subject property as set out in Section 3 herein;

(c) “**Matching Grant**” means financial assistance available to the Grantee and payable by the Town under the Program in accordance with the terms of this Agreement; and

(d) “**Program**” means the Historical Mural Incentive Program.

SCHEDULES

2.1 Schedule “A”, Description of Exterior Improvements, is attached to and forms part of this Agreement.

EXTERIOR IMPROVEMENTS WORK

- 3.1 The Grantee shall construct the Exterior Improvements as set out in Schedule "A" of this agreement, titled "Description of Exterior Improvements".
- 3.2 The Exterior Improvements must conform to the details as set out in Schedule "A". Any deviation from the details set out on Schedule "A" may, in the sole discretion of the Town, render the Grantee ineligible for the Matching Grant, in whole or in part, unless the Town has provided its prior written consent for such deviation. With this regard, the Grantee will provide written notice to the Town of any proposed changes as set out in Schedule "A", which will be reviewed by the Town for approval and addition to this agreement.
- 3.3 The Grantee is responsible for obtaining all necessary approvals for the Exterior Improvements, including Town of Rocky Mountain House development and building permits. All work associated with the Exterior Improvements must comply with municipal, provincial, and federal regulations.
- 3.4 On completion of the Exterior Improvements, the Grantee shall notify the Town who shall inspect the Exterior Improvements and either confirm in writing that the project is complete or provide a Deficiency List.
- 3.5 If the Town issues a Deficiency List, the Grantee shall forthwith commence remediation of the deficiencies described in the Deficiency List.
- 3.6 The Grantee shall complete the Exterior Improvements, including remediation of any deficiencies described in the Deficiency List, by no later than four (4) months of the signing of this agreement in order to be eligible for the Matching Grant.

PAYMENT OF MATCHING GRANT

4.1 The Town shall not be liable to pay the Owner the Matching Grant for work associated with the Exterior Improvements until:

(a) receipts expensed from final construction are received and approved (excluding GST). Final inspection to follow upon submission of final receipts; and

(b) the Town has confirmed in writing that all the Exterior Improvements as set out in Section 3.1 are complete, including remediation of any deficiencies if the Town had issued a Deficiency List; and

4.2 After the requirements in Section 4.1 have been satisfied, the Town shall pay the Grantee the lesser of:

(a) \$ 500; or

(b) 50% of the approved project costs as described in Schedule "A".

EXPIRY

5.1 After a four (4) month time period after the signing of this agreement, if the Grantee has not completed construction as indicated under Schedule "A" – Exterior Improvements, the Town will reserve the option to cancel this agreement with the Grantee.

7.6 Everything herein contained shall inure to the benefit of and be binding upon the parties hereto, their administrators, successors and assigns respectively.

IN WITNESS WHEREOF the parties have signed this Agreement on the day and year first above written.

APPROVED BY

THE TOWN OF ROCKY MOUNTAIN HOUSE

as represented by the Director, Planning and Community
Development

THE GRANTEE(S)

Witness/Seal _____

Per: _____

(Print Name)

Per: _____

(Signature)

Witness/Seal _____

Per: _____

(Print Name)

Per: _____

(Signature)

NOTICE

6.1 Any notice given pursuant to the terms of this Agreement shall be sufficiently given: in case of notice to the Town, if such notice is sent by prepaid registered mail, or personally delivered, in an envelope addressed to:

Director, Planning and Community Development
Town of Rocky Mountain House
Box 1509,
5116 – 50th Avenue
Rocky Mountain House, AB
T4T 1B2

Grantee:
Name of Building
Address
Rocky Mountain House, AB Postal Code

6.2 Notice given as aforesaid, if posted, other than during an actual or threatened postal disruption, shall conclusively be deemed to have been given on the fifth business day following the date on which the notice is mailed. Any notice personally delivered or sent by telecopier or other form of facsimile transmission shall be deemed to have been given on the date of actual delivery.

6.3 Either party may, at any time, give notice in writing to the other of any change of address of the party giving such notice and, from and after giving of such notice, the address therein specified shall be deemed to be the address of the party for the giving of notice hereunder.

GENERAL PROVISIONS

7.1 The parties shall execute and deliver to the other all such further assurances and documents which may reasonably be deemed necessary by the solicitors for either of them to give full force and effect to the Agreement. The Agreement is not intended to nullify, replace, circumvent, extend or modify any existing statutes, bylaws, policies or permit conditions, which govern development or construction within the Town.

7.2 The failure of the Town at any time to require performance by the Grantee of any of the Grantee's covenants will in no way affect the Town's right to enforce such covenant, nor will the waiver by the Town of the performance of any covenant be taken or be held to be a waiver of the performance of that covenant or any other covenant hereunder at any later time.

7.3 If any portion of this Agreement is found to be unenforceable, the remaining portions of this Agreement shall be given full force and effect.

7.4 No amendments to this Agreement are valid unless they are in writing and signed by both parties to this Agreement.

7.5 Time is of the essence in this Agreement.