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INTRODUCTION

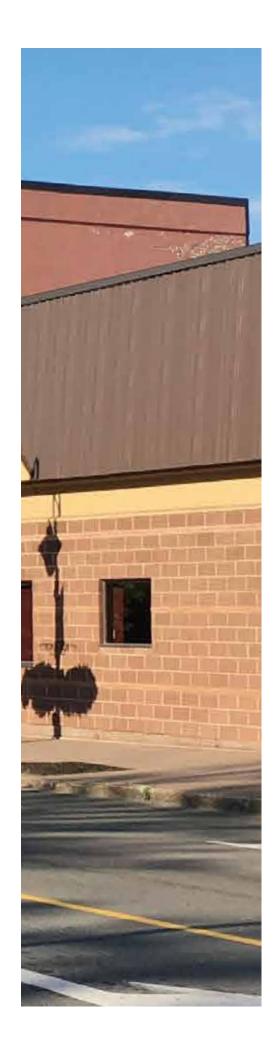
PURPOSE

The Gritty to Pretty Program encourages commercial building owners in Amherst to invest in beautification and streetscaping by providing matching grants to cover a portion of renovation costs. Projects enhance the interface between the public pedestrian space and commercial activities, and have a positive aesthetic impact with a specific focus on tourism attraction.

The program delivered as a partnership between the Town of Amherst and the Amherst & Area Chamber of Commerce, and is funded by the Nova Scotia Department of Municipal Affairs.

PROGRAM GOALS

- Make Amherst streets more inviting and interesting places to walk and shop.
- Help building owners attract and retain tenants.
- Build pride among the local business community.
- Contribute to the quality of life of residents, workers, and visitors.



GRANTS

GRANT ALLOCATION

Funding is allocated on a case-by-case basis. The program will consider up to 50% to a maximum of \$5,000 of eligible costs with the balance coming from the applicant or other sources.

Submitting an application does not guarantee a grant or a specific grant amount. All project proposals are subject to a comprehensive review and must meet high quality standards and reflect the spirit and intent of the design guidelines that follow.

CRITERIA

Applicants must meet the following criteria to be eligible for a grant through the program.

- 1. The participating building must be:
- located in the Town of Amherst
- oriented toward the street and pedestrian environment
- assessed as a commercial property by the Property Valuation Services Corporation.
- 2. The applicant must be the property owner or a person legally designated by the property owner to submit the application and/or complete the project.
- 3. The participating building must be primarily used for commercial purposes.
- 4. The project must conform to the Town of Amherst Land Use Bylaw (Bylaw P-2) and to the design guidelines that are included in this document.
- 5. The current and proposed use of the building must be in compliance with the Land Use Bylaw.
- 5. Projects must be completed by March 31, 2019.



DESIGN GUIDELINES

PROJECTS EXEMPLIFY AMHERST'S CENTRE FIRST STRATEGY

While the Centre First Strategy was developed for the central core area of downtown Amherst, the design principles expressed in that document should be reflected in Gritty to Pretty projects throughout town. Consider:

- Unique artistic elements that reflect the character of a business and building.
- Texture, pattern, colour and interesting shapes.
- Projecting wall signs, spot lights, gooseneck light fixtures.
- Large windows that occupy at least 50% of any street fronting wall
- Awnings or overhangs.
- Large frontages (>12m) divided into sections by using different materials, projections, bays, roof changes, or colours.

BUILDINGS ARE BARRIER-FREE

As much as possible, your building should be accessible to every potential customer, regardless of their age or ability. Consider:

- Smooth ground level entrances.
- Doorways that are wide and open easily or automatically.
- Clearly-visible business signage and address.
- Handrails and contrast painting on the edge of all steps.

PROJECTS ADDRESS WINTER CONDITIONS

Projects are encouraged to incorporate design features that make it easier for people to embrace winter in Amherst. Consider:

- Awnings that offer shelter from falling snow but don't block sunshine.
- Warm, bright colours.
- Hardy landscaping that can provide colour and texture in winter months.
- Lighting to illuminate dark evenings.
- Non-slip materials for building entrances.

RENOVATIONS CONSIDER THE PRINCIPLES OF CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (CPTED).

The design should facilitate natural surveillance as a means to deter crime. Passersby should be able to see clearly into the storefront, and staff should be able to easily see outside the building. Desirable improvements include:

- Adding windows or increasing the size of existing windows.
- · Using glass doors.
- Using clear glass rather than frosted or tinted glass.
- Decluttering windows of posters and signs.



ELIGIBLE IMPROVEMENTS

The Gritty to Pretty Program supports improvements to the first three stories of a building. The work must improve the building and adjacent pedestrian spaces by doing more than maintenance.

Building features eligible to be restored, renovated or constructed with grant dollars may include the following:

- Signage
- Beautification fixtures such as baskets, benches, bike racks, and planters
- Lighting
- Repair or reconstruction of building façade, windows, and doors
- Contracted labour (non-staff)
- Professional services
- Development permit fees

Ineligible costs include: land acquisition, purchase of equipment for project construction, operating costs, marketing plans and initiatives, ongoing maintenance costs, administration, in-kind contributions, or work by contractors with whom the applicant has an interest, as defined by the Municipal Conflict of Interest Act.



GRANT APPLICATION CHECKLIST

1. INITIAL SITE MEETING

- Prepare your ideas for the proposed project.
- Review the program criteria and design guidelines to make sure that your project conforms with the spirit of the program.
- Meet with the program coordinator to discuss your project plans and assess your eligibility.

2. APPLICATION

Prepare and submit an application package that includes the following:

- A Gritty to Pretty Program application form (attached to this document)
- A minimum of three "before" photos that show the entire façade, its
 context with surrounding buildings, and details of any façade components
 proposed to be altered through the project.
- A sketched design or rendering of planned improvements. Please identify colour, materials, lighting and all other proposed improvements.
- A project description that outlines the overall aim of the project, and any concerns or limitations to the current façade that will be addressed by the project.

3. PROJECT REVIEW COMMITTEE

Your project application will be presented to the Gritty to Pretty project review committee, who will respond with approval, approval with conditions, or refusal. Work with the program coordinator to address any of the questions or conditions that the committee has provided in response to your application.

4. PERMITS

Obtain all of the necessary permits prior to commencing the project. Town of Amherst staff are available to assist you with permit applications. Your project may require:

- Development permit (note: signage requires a development permit)
- Building permit



FUNDING AGREEMENT

The program coordinator will review your application information to determine the grant amount available for your project.

If your application is approved, the program coordinator will prepare a Funding Agreement (contract) to be signed by you and the Amherst & Area Chamber of Commerce. The Funding Agreement will include your project's maximum grant amount, rules

Prepare and submit a pre-construction package that includes the following:

- A copy of permit applications for your project
- A minimum of two quotes for all work proposed for the project
- A cost summary of the itemized breakdown of the improvements and the corresponding specific costs, and the selected vendor(s)/contractor(s).
- A project schedule that estimates the duration of your project, with relevant milestones.

Once permits and approvals in place, and your Funding Agreement is signed by all parties, you're ready to start construction of your Gritty to Pretty project.

Projects must be completed by March 31, 2019.



REIMBURSEMENT

Once your project is complete, follow these steps to arrange reimbursement of eligble expenses:

- 1. Contact the Town of Amherst building inspector to schedule a final construction inspection, as required by your building permit.
- 2. Prepare and submit a final report that includes the following:
 - A letter indicating that you believe the project is finished and that you are requesting a final inspection by a representative of the Gritty to Pretty Program.
 - A cost summary of the itemized breakdown of the improvements and the corresponding specific costs and the selected vendor(s)/contractor(s).
 - A minimum of three photos of your completed project, including at least one taken after dark.
 - Invoice(s) with demonstration of payment(s).
 - A copy of the final inspection report from the building official coordinator.
- 3. The program coordinator will contact you to schedule and conduct a final inspection to evaluate the completed project against the Reimbursement Agreement. (This is not the same as your final construction inspection and is required to initiate any final payment for your project.)
- 4. Once all requirements have been met, the program coordinator will prepare a reimbursement cheque consistent with the terms of the agreement. Cheques are generally issued two to four weeks after all final documentation is received.



CONTACT US

Contact us today to discuss your project or submit your application.

Program coordinator: Ron Furlong, Executive Director

Amherst & Area Chamber of Commerce 5 Ratchford Street Amherst, NS B4H 1X2 (902) 667-8186 info@amherstchamberns.ca

www.amherst.ca/grittytopretty.html



GRITTY TO PRETTY PROGRAM

Application Form

Applicant				
Last name:	First r	name:		
Name of business:				
Mailing address:				
Town:	Posta	I Code:		
Phone number:	Email:			
Applicant:	Property Owner Busin	ess Owner		
Property Infor	nation			
Address:				
PID:				
	a tenant of a building, please provide the fo owed to make the proposed changes to the	llowing information and attach a letter of consent from the owner(s) e building.		
Last name:	First r	name:		
Mailing address:				
Town:	Posta	I Code:		
Phone number:	Email:			
I understand that my submission of an application does not constitute a guarantee for funding under the Gritty to Pretty Program, and disbursement of funds is entirely at the discretion of the Amherst & Area Chamber of Commerce. I certify that all information is true and accurate to the best of my knowledge, and if approved, work will be completed in accordance with the terms and conditions of the Funding Agreement entered into with the Amherst & Area Chamber of Commerce.				
Applicant signature	<u> </u>	Date		

GRITTY TO PRETTY PROGRAM

Project Description

Description of Proposed Project (100 to 300 words. Attach a separate page if necessary.)				
Attach required documents to application:				
Three photos of existing conditions				
Detailed specifications and associated costs				
Sketch design or rendering of proposed workMaterials and colours				
Waterials and colours				
Cost Estimate for Eligible Improvements				
Material cost:				
Labour cost:				
Professional services:				
Permits:				
Permits:				
Permits: Grant requested:				
Permits: Grant requested: Approximate start and completion dates:				

Note: information collected in this application form is confidential and collected for the purpose of administering the Gritty to Pretty Program and to maintain communication as necessary. However, the name and location of the building and project designs may be released to various organizations, the media, and the public if the application receives a grant under the Gritty to Pretty Program.



	Project Number:			
	,			
This agreement is made and entered into this	day of	, 2018 ,		
by and between the Amherst & Area Chamber of Commerce (hereinafter, Chamber),				
and	(Hereinafter Recipient).			

WHEREAS, a need exists in the Town of Amherst to encourage the beautification of the streetscape, signage, and building facades; and

WHEREAS, such encouragement is provided by the financial incentive of a matching grant program; and

WHEREAS, such encouragement will assist in the economic revitalization of the Town of Amherst; and

WHEREAS, the Chamber is acting on behalf of the Town of Amherst to implement the goals and objectives of the Gritty to Pretty Program; and

WHEREAS, the parties have agreed to the terms of this Program, said terms to fulfill the purposes set forth herein,

NOW THEREFORE, the parties hereto agree as follows:

1. IMPROVEMENTS:

The Recipient shall undertake the improvements as set out in the attached approved grant application, which is incorporated herein by reference as if fully set out herein.

2. GRANT:

The Chamber shall reimburse the Recipient upon completion of the work and verification that the Recipient has paid the for materials, labour, and other eligible project costs. Said payment shall be equal to 50% of eligible expenses for approved work, but shall not exceed \$5,000.00 (Grant Funds) subject to the conditions and terms of this Agreement.

3. USE OF GRANT FUNDS:

Grant Funds shall be used only for Improvements approved by the Chamber. Any alterations, revisions or changes to the Improvements will be authorized and approved by the Gritty to Pretty project review committee. Failure to have alterations, revisions or changes approved in advance by the project review committee will result in the termination of this Agreement and forfeiture of the Grant Funds.

4. REIMBURSEMENT PROCEDURES:

Grant Funds shall be disbursed to the Recipient only when the Improvements are completed, inspected, and approved by the agent of the Chamber, as being in accordance with the approved project. Upon completion of the improvements, the Recipient shall submit an itemized invoice and evidence of payment thereof, with copies of all contractor's invoices to the program coordinator for payment by the Chamber. Payment will be made to the Recipient subject to the terms and conditions of this Agreement.

5. TIME OF PERFORMANCE:

All Improvements approved by the Chamber shall be completed by March 31, 2019.

6. RESPONSIBILITY OF RECIPIENT FOR CONTRACTOR'S OBLIGATIONS:

A. The Recipient's contractor (the Contractor) shall perform the work for the project set forth in the specifications attached hereto and made a part hereof, in a workmanlike manner and where applicable, in accordance with the regulations of the Building Code Act of the Province of Nova Scotia and the Town of Amherst Land Use By-law.

- B. The contractor shall guarantee and warrant to the Chamber and to the Recipient all work performed by contractor for a period of 12 months against defects in workmanship and materials.
- C. The Recipient or Contractor shall obtain and pay for all required permits and contractor's licenses and is to pay all required fees and taxes.
- D. Contractor shall carry comprehensive general liability insurance, automobile liability insurance, Worker's Compensation Coverage at statutory limits, with minimum limits of \$1,000,000. The Chamber shall be named as an additional insured.

7. ADHERENCE TO DESIGN GUIDELINES:

Recipient shall adhere to the design guidelines of the Gritty to Pretty Program Design Guidelines & Information Package. Recipient acknowledges that unauthorized changes made to the approved design may endanger the receipt of the grant.

8. CHANGES TO IMPROVEMENTS:

Recipient shall make no substantial changes, other than ordinary maintenance, to the Improvements for five (5) years, unless any such changes are determined by the program coordinator to be consistent with the Design Guidelines, as determined by the program coordinator.

9. INDEMNIFICATION:

The Recipient does hereby indemnify and hold harmless the Amherst & Area Chamber of Commerce, the Town of Amherst, the Nova Scotia Department of Municipal Affairs, and their employees, agents, and the project review committee, from all claims made or actions against, or losses, damages, costs, and attorney's fee incurred as a result of, arising out of, or related to any intentional act or omission by the Recipient under, pursuant to, or in connection with, this Agreement and the work undertaken pursuant hereto.

10. TERMINATION:

This Agreement may be terminated by the Chamber or the Recipient upon written notification to the other party. Termination shall be effective upon delivery of such notification to the Chamber or the Recipient. In the event of termination by the Recipient, the Chamber shall be released of all obligations to the Recipient, but the Recipient's duty to indemnify shall survive the termination. No payment shall be made for any work if Recipient terminates this agreement.

11. PARTY RELATIONSHIPS:

The parties to this Agreement hereby acknowledge that nothing contained in this Agreement shall be deemed or construed by either of them, or by any third person or entity, to create any relationship of principal and agent, limited or general partnership, employer and employee, or joint venture, between the Chamber and Recipient, or to create any relationship of third-party beneficiary in favour of a person or entity not a party to this Agreement, including contractors and suppliers.

12. ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement of the parties hereto. It shall supersede all prior offers, negotiations, and agreements. No revision of this Agreement shall be valid unless made in writing and signed by the parties hereto.

13. NOTICE:

All notices and correspondence shall be sent to the following addresses, unless written notification to the contrary is received:

Ron Furlong, Executive Director

Amherst & Area Chamber of Commerce

5 Ratchford St., Amherst Nova Scotia B4H 1X2

14. REMEDIES:

15. GOVERNING LAW:

In the event the Recipient does not perform under the terms of this Agreement, the Chamber shall be entitled to its remedies at law and in equity, in addition to liquidated damages equal in amount to the Grant Funds, if said Grant Funds have been disbursed.

This Agreement shall be governed by laws of the Province of Nova Scotia. By: ______ Date: _____ By: _____ Date: _____

Amherst & Area Chamber of Commerce