

Wild Blueberry Capital Beautification Program 2020



GUIDELINES AND INFORMATION PACKAGE

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INTRODUCTION

Purpose

The **Wild Blueberry Capital Beautification Program** encourages commercial building owners in Oxford to invest in beautification and streetscaping by providing matching grants to cover a portion of eligible renovation costs. Projects will 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 is delivered as a partnership between the Town of Oxford and the Amherst & Area Chamber of Commerce. Funding was secured through the Town's successful grant application to the Nova Scotia Beautification and Streetscaping Program (Department of Municipal Affairs and Housing).

Program Goals

- Make Oxford's main shopping area (Main and Water Streets) a more attractive and inviting area to walk, shop and eat.
- Assist in the economic revitalization of the Town of Oxford.
- Build pride in place among the local business community.
- Contribute to the quality of life of residents, workers, and visitors.
- Help building owners attract and retain tenants.



GRANTS

Grant Allocation

Funding is allocated on a case-by-case basis and is awarded on a **first come/first served basis**. The program will consider up to 50% to a maximum of \$4000.00 of eligible costs with the balance coming from the applicant or other sources.

Submission of 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 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 Oxford on Main Street (includes Lower and Upper Main) and/or Water Street;
 - oriented toward the street and pedestrian environment; and
 - assessed as commercial property by the Property Valuation Services Corp.
2. The application 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. Taxes on the building must be paid to the Town of Oxford and be in good standing.
4. The project must conform to the Town of Oxford Land Use Bylaw.
5. The current and proposed use of the building must be compliant with the Land Use Bylaw.
6. All work must meet the current Nova Scotia Building Code Regulations and are subject to inspection to ensure compliance where applicable.
7. Building and development permits are the responsibility of the property owner and must be obtained prior to the work commencing.
8. Projects, including final approval, must be completed by March 31, 2021.



DESIGN GUIDELINES

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 conditions. 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

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 **Wild Blueberry Capital Beautification 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, shrubbery and planters;
- lighting;
- repair and reconstruction of building façade, windows, and doors;
- contracted labour (non-staff);
- professional services;
- development permit fees.

Ineligible costs include:

- improvements started prior to grant approval;
- land acquisition;
- purchase of equipment for project construction;
- operating costs;
- ongoing maintenance costs;
- administration;
- marketing plans and initiatives;
- in-kind contributions;
- work by contractors with whom the applicant has an interest, as defined by the Municipal Conflict of Interest Act.



GRANT APPLICATION CHECKLIST

Initial Site Meeting

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

Application

Prepare and submit an application package that includes the following:

- a **Wild Blueberry Capital Beautification Program** application form (attached to this document);
- a minimum of three (3) “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.
- a minimum of two quotes for all work proposed for the project;

Project Review Committee

Your project application will be presented to the **Wild Blueberry Capital Beautification Program** Project Review Committee which will respond with approval, approval with conditions, or refusal. Applicants will work with the Program Coordinator to address any of the questions or conditions that the Committee has provided in response to your application.

Permits

Your project may require:

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

Obtain all necessary permits prior to commencing the project. To determine if you need a building permit for your project, contact the Building Permit Office at 902 667-3853 or

permits@cumberlandcounty.ns.ca



IF YOU ARE FUNDED

Funding Agreement

The Program Coordinator will review your application 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.

Pre-construction Package

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

- a copy of permit applications for your project;
- a cost summary of the itemized breakdown of the improvements and the corresponding specific costs, and the selected vendor(s)/contractor(s); and,
- a project schedule that estimates the duration of your project, with relevant milestones.

Once permits and approvals are in place and your Funding Agreement is signed by all parties, you're ready to start construction of your [Wild Blueberry Capital Beautification Program](#) project.

Projects must be completed by March 31, 2021. * May be extended to June 30, 2021 if required.**



REIMBURSEMENT

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

1. Contact the Town of Oxford Building Inspectors (902-667-3853) to schedule a final construction inspection, as required by your permit.
2. Prepare and submit a final report that includes:
 - a letter indicating that you believe the project is finished and that you are requesting a final inspection by a representative of the **Wild Blueberry Capital Beautification Program**;
 - a cost summary of the itemized breakdown of the improvements and the corresponding specific costs and the selected vendor(s)/contractor(s);
 - copies of invoices(s) with proof of payment(s);
 - a copy of the final inspection report from the building inspector;
 - a minimum of three photos of your completed project.
3. The Program Coordinator will contact you to schedule and conduct a final project inspection to evaluate the completed project against the Reimbursement Agreement. (This is not the same as your final construction inspection. The project inspection 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 terms of the agreement. Cheques are generally issued two to four weeks after all final documentation is received.



CONTACT INFORMATION

The **Wild Blueberry Capital Beautification Program** is delivered as a partnership between the Town of Oxford and the Amherst & Area Chamber of Commerce.

Inquiries about the program and application submissions should be directed to:

Program Coordinator

Ron Furlong,
Executive Director,
Amherst & Area Chamber of Commerce
5 Ratchford Street
Amherst, NS B4H 1X2

(902) 667-8186

Email: info@amherstchambers.ca



WILD BLUEBERRY CAPITAL BEAUTIFICATION PROGRAM

Application Form (2020)

Applicant

Last Name: _____ First Name: _____

Name of Business: _____

Mailing address: _____

Town: _____ Postal Code: _____

Phone (Home & Business): _____

Email: _____

Applicant: Property Owner

Business Owner

Property Information

Address: _____

Assessment Account Number (AAN): _____

Owner

If you are applying as a tenant of a building, please provide the following information and attach a letter of consent from the owner(s) stating that you are allowed to make the proposed changes to the building.

Last Name: _____ First Name: _____

Mailing address: _____

Town: _____ Postal Code: _____

Phone (Home & Business): _____

Email: _____

Signature: I understand that my submission of an application does not constitute a guarantee for funding under the **Wild Blueberry Capital Beautification 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 _____

Date _____



WILD BLUEBERRY CAPITAL BEAUTIFICATION PROGRAM

Project Description (Part 2 of Application)

1. **Description:** Please attach a description of the proposed project (100-300 words).

Check here to confirm that the description is attached.

Other Required Documents:

Check each of the following to confirm that all required documents are attached:

Minimum of three (3) photos of existing conditions;

Detailed specifications and associated costs;

Sketch design or rendering of proposed work;

Materials and colours.

2. **Cost Estimate for Eligible Improvements:**

Material cost: _____

Labour cost: _____

Professional services: _____

Permits: _____

Grant requested: _____

3. **Approximate start and completion dates:** _____

4. **Building Information**

Number of stories: _____ Total square feet: _____

Current use: Retail Office Restaurant Other Commercial

Note: Information collected in this application form is collected for the purpose of administering the **Wild Blueberry Capital Beautification 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 this program.



EXAMPLE OF FUNDING AGREEMENT

WILD BLUEBERRY CAPITAL BEAUTIFICATION PROGRAM

Project Number:

This agreement is made and entered into this _____ day of _____, 2020, by and between the Amherst & Area Chamber of Commerce (hereinafter, Chamber), and _____ (Hereinafter Recipient).

WHEREAS, a need exists in the Town of Oxford 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 Oxford; and

WHEREAS, the Chamber is acting on behalf of the Town of Oxford to implement the goals and objectives of the Wild Blueberry Capital Beautification 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 for the materials, labour, and other eligible project costs. Said payment shall be



equal to 50% of eligible expenses for approved work but shall not exceed \$4,000.00 (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 Wild Blueberry Capital Beautification Program 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, 2021.

6. RESPONSIBILITY OF RECIPIENT FOR CONTRACTOR'S OBLIGATIONS:

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 Oxford Land Use By-law.

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.

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.

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 Wild Blueberry Capital Beautification Program 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 Oxford, 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 address, unless written notification to the contrary is received:

Ron Furlong, Executive Director
Amherst & Area Chamber of Commerce
5 Ratchford Street
Amherst, NS B4H 1X2



14. REMEDIES:

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.

15. GOVERNING LAW:

This Agreement shall be governed by laws of the Province of Nova Scotia.

By: _____

Date: _____

Recipient

By: _____

Date: _____

Amherst & Area Chamber of Commerce

