

**THE CORPORATION OF THE TOWN OF GODERICH
BY-LAW NO. 8 OF 2002**

A by-law to provide loans to properties designated under Part IV and Part V of the *Ontario Heritage Act*, R.S.O. 1990, Chapter 0.18.

WHEREAS the Official Plan for the Town of Goderich Planning Area contains provisions relating to community improvement within the Town of Goderich;

AND WHEREAS by subsection 28(2) of the *Planning Act*, 1999, the Council may, by by-law, designate such area as a community improvement project area.

AND WHEREAS the following schedules are attached hereto:

- Schedule "A" - Façade Restoration Loan Program details;
- Schedule "B" – Area identified that has been designated as a community improvement area by Council, and is contained as Schedule "D" to the Town of Goderich Official Plan;
- Schedule "C" - Goderich Façade Restoration Loan Program, Loan Application;
- Schedule "D" - Goderich Façade Restoration Loan Program, Loan Agreement

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:

1. That all properties designated under Part IV or V of the *Ontario Heritage Act*, within the designated area described in Schedule "B" attached hereto, are eligible for loans, under the Facade Restoration Loan Program.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS ELEVENTH DAY OF FEBRUARY, 2002.

MAYOR

CLERK

SCHEDULE "A"

FAÇADE RESTORATION LOAN PROGRAM DETAILS

PURPOSE: To provide financial assistance to property owners for façade improvement to buildings designated under Part IV or V of the Ontario Heritage Act, R.S.O. 1990, Chapter 0.18 that are within the Community Improvement Area as shown in Schedule "B".

FUNDING: The program will be funded in an amount determined by Council which will be placed in an interest-bearing revolving account which will receive loan repayments and accumulate interest. The cost of lien registration and discharges as well as loan defaults will be charged to this fund.

ELIGIBLE FAÇADE IMPROVEMENTS: The façade improvements must conform to the Official Plan Heritage Conservation Policies and the Heritage Conservation District Plan. Only exterior renovation will be eligible. Visible portions of the backs of buildings from adjacent streets may be eligible for funding only after the street façade has been improved. Professional fees (architects, engineers, solicitors, etc.) are an eligible expense.

ELIGIBILITY FOR LOAN: The applicant must be the registered owner of the property. Loan assistance is available for any building or contiguous group of buildings held in one ownership or any building separated from another building by a solid party wall. Each property is eligible for two (2) loans provided the loans do not exceed the maximum amount allowable under program guidelines. The owner must have sufficient equity to cover outstanding commitments including the Town lien. All mortgages and loans, including the Façade Restoration Loan must not exceed 90% of the post rehabilitation value of the property according to the last revised assessment roll. All taxes must be paid in full when the loan is approved and for the lifetime of the loan.

LOAN DETAILS: Loans will be available to cover 50% of eligible improvement costs to a maximum of \$5,000.00. The loan is interest free. The amortization period for the loan will be to a maximum of five (5) years. The loans will be secured through the registration of a lien on title for the total loan amount. Liens will be noted on the next tax roll. Liens will be registered and discharged by the Town.

Property owners may qualify for financial assistance under other programs; however, the funding from these programs cannot be used to subsidize the property owner's share of the total cost of the façade improvements.

The loan shall be paid to the property owner upon receipt of invoices for completed work and inspection of the completed improvements by the staff of the Town of Goderich Building Department.

Repayments of the loan will be on a monthly basis, commencing on the 15th of the month following receipt of loan. The loan will come from the Heritage Enhancement Reserve Fund and the money be paid back to said account. The loan shall not be paid by the town to the owner – until a final inspection has been made approving the completed work.

Additional rehabilitation and demolition: Any additional rehabilitation work to the façade can be undertaken without Building Department approval subject to the obtaining of a building permit where required. One objective in providing the assistance under this program will be to bring the entire property into conformity with the Property Standards By-law.

There are no restrictions on demolitions except that any outstanding loans must be repaid to the municipality prior to the issuance of a demolition permit; however, a request for demolition must comply with all applicable law.

APPLICATION PROCEDURE: The applicant will be required to complete an application form and submit the form with a minimum of two estimates of the costs of the proposed improvements to the Local Architectural Advisory Committee (Heritage Goderich).

Following the submission of the loan application and prior to its approval, the Building Department will inspect the building to review the proposed improvements and the structural condition of the building front. The Building Department will make arrangements for a title search of the property and check on tax payment records.

The loan application will be processed by Heritage Goderich. The applicant may appeal the decision of Heritage Goderich to Council.

Loan commitments will be given on the availability of funding. Should there not be adequate funding completed applications will be held and processed in chronological order as soon as funding is available. Loan commitments will be valid for one year and will expire if the work is not completed within that time period. At the discretion Heritage Goderich, loan commitment approvals may be extended for up to six months past the initial one year period when circumstances have made it impossible for the property owners to complete the approved commitments to their buildings within the allotted time and adequate funding is available to provide for all applications which have been received under the program.

A second inspection will be made following the completion of the improvements and prior to the payment of the loan to verify that the proposed improvements have been completed as described in the application. There will be no progress payments.

The loan agreement will be signed when the work is completed and just prior to the loan being advanced with the amortization period, payment dates and maturity date being established at that time. Loan repayments shall not exceed five (5) years.

SCHEDULE "C"

GODERICH FAÇADE RESTORATION LOAN PROGRAM

LOAN APPLICATION

PLEASE PRINT

Name of property owner _____ Date _____

Address of Property Owner _____ Phone _____

Address of Property for which Application is being made _____

Legal Description of Property (Lot and Plan No.) _____

Property Indebtedness:

Type	Owned To	Maturity Date	Annual Payment	Arrears (if any)
1 st Mortgage				
2 nd Mortgage				
Unpaid Taxes		XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	
Other Encumbrances				

Estimated Property Value _____

Cost of Proposed Façade Improvements _____
(attach 2 independent contractor estimates)

Description of Improvements (attach drawings if available)

(N.B. – For exterior cleaning the following information is required: cleaning method, type of product to be used, rinsing system, areas of sample cleaning, mortar joint repair procedure, experience of contractor including completed projects.)

List other sources and amount of funding requested for project:

	Amount
Federal	
Provincial	
Municipal	

I/WE HEREBY apply for a loan commitment under this program. I/WE AGREE to abide by the conditions of the Goderich Façade Restoration Loan Program. I/WE HEREBY certify that the information given herein is true, correct and complete in every respect and may be verified by the Municipality.

Signature of Property Owner

Date

SCHEDULE "D"

LOAN AGREEMENT

GODERICH FAÇADE RESTORATION LOAN PROGRAM

Property Owner (s) _____

Business Address _____

Property Address _____

Legal Description _____

Of Property _____

Property Indebtedness

	Owed To	Amount
1 st Mortgage		
2 nd Mortgage		
Other Encumbrances		

Loan Details

Total Loan Amount _____ Amortization Period _____

Monthly Payment _____

First Payment Date _____ Maturity Date _____

I/We hereby apply for the loan amount indicated, repayable at the interest rate and over the amortization period shown under the terms and condition of the Goderich Façade Restoration Loan Program. I/We hereby certify that the information given above is true, correct and complete in every respect and may be verified by the municipality. I/We hereby agree to the registration of lien or charge upon the land in respect of which the loan was made pursuant to Subsection 32(3) of the *Planning Act, 1999*. In the event of default under the terms of the loan, the full amount of the balance owing will become due and payable together with interest at the same rate as that set by Town Council as penalty and/or interest for late payment of taxes. I/We hereby agree that notwithstanding any other provisions of this agreement, the Town in its sole discretion may, in the event of default under the term of the loan, direct that the amount of the loan together with interest at a rate to be determined by Council, be added by the Clerk of the Municipality to the collector's roll and collected in a like manner as municipal taxes over a period fixed by Council as provided in Subsection 32(2) of the *Planning Act, 1999*. I/We hereby agree to provide 12 post dated cheques annually for the monthly repayment amount. I/We hereby agree that in the event of the sale of the property or in the event of the demolition of the property for which the loan has been granted, the outstanding balance of the loan shall immediately become due and repayable.

I, _____
Name

Title

Have the authority to bind the Corporation

Signature

Date

This application is hereby approved subject to the specified condition and the above repayment terms.

Authorized Signature

Date