

IDA OF THE TOWN OF ORANGE**FIG-PLUS GRANT APPLICATION**

PART I: BACKGROUND INFORMATION	
Name of Applicant:	
Business Name:	
Date Business began operations in Town	/ /
Federal Employment ID # (FEIN) or SSN	
Activity # (first 3 digits of NAICS Code)	
Physical Address	
Mailing Address, if different	
Email Address	
Name of Property Owner (if different)	
Mailing Address	
Phone	
Email Address	
Type of Improvement	☐ Rehabilitation/painting ☐ Restoration of historic elements ☐ Exterior Improvements ☐ Awning ☐ Windows/Shutters ☐ Signage ☐ Landscaping
Total Estimated Cost of Project:	\$
Total Reimbursement Requested	\$
PART II – Project Description	

APPLICANT CERTIFICATION

The Applicant is responsible for accuracy of this application and any additional required information. This report is intended for the use of the Town of Orange IDA.

By my signature below, I certify the following:

I have read and agree to the requirements of the FIG-PLUS Grant Guidelines.

I certify that I am the owner of, or have signatory authority for, the property owner of the property for which this grant is being applied.

I understand that reimbursement is granted upon completion of the project as outlined in this application, and that I must submit evidence of payment for services and/or materials.

I understand that changes made to the approved design may disqualify the project for any available grant funding from the Town or the Town of Orange IDA.

I further understand that reimbursement depends on annual funding appropriations by the Town Council of the Town of Orange and by the Town of Orange IDA.

I also understand that from time to time, I may be required to produce additional documents or other information related to the project that is deemed necessary by the IDA of the Town of Orange to verify the information I provided to obtain IDA funding.

I understand that I will be required to pay back grant funds if the information on this application or any request for reimbursement is found to be deliberately false or inaccurate.

This application must be completed in its entirety to be considered for project eligibility.

To the fullest extent permissible under Virginia law, the applicant and contractor will hold harmless and indemnify the Town of Orange IDA and the Town of Orange, Virginia against all costs, damages, claims, liabilities, expenses, losses, and court costs in the event of property damage or physical injury as a result of working on the project.

Applicant Signature: _____

Print Name, Title : _____

Date: _____

Property Owner Signature, if different: _____

Print Name _____

Date: _____

IDA OF THE TOWN OF ORANGE
FIG PLUS GRANT GUIDELINES

Purpose

The Industrial Development Authority of the Town of Orange seeks to encourage the improvement, restoration and beautification of commercial districts within the town through façade improvement grants to property owners and businesses. This program is fully funded by the IDA of the Town of Orange, which has allocated a total of \$18,000.00 for the program for this fiscal year.

The FIG-PLUS Grant Program is administered by the Industrial Development Authority (IDA) of the Town of Orange. It offers a matching reimbursement grant of up to \$2,000.00 for facade improvement projects.

Eligibility

Building owners of commercial and/or mixed-use buildings and tenant business owners with property owner approval are eligible to apply to the IDA for reimbursement for eligible facade improvement projects. Project locations must be within the TTC, TAC and TI zoning districts in the Town of Orange, Virginia.

Properties and applicants must be current on all Town of Orange licenses, fees and taxes.

National franchises, chain businesses with 3 or more locations, residential buildings or complexes, and government facilities and structures are not eligible to apply for this grant program.

Exterior rehabilitation and preservation projects including (but not limited to) awnings, storefronts, window repair, masonry work or cleaning, landscaping and signage are eligible. Projects involving roof repair or landscaping may also be eligible if they are part of the scope of work for a larger exterior rehabilitation project. *All improvements must be visible from a public street or walkway.*

Successful applicants must preserve and repair original historic materials wherever possible.

No portion of the funds may be utilized for interior improvements to the building.

No portion of the funds may be utilized for work completed more than 180 days prior to submission of the grant application. Reimbursement claims with proof of payment for completed work must be submitted within 120 days after the award of the grant.

Routine maintenance, movable furnishings, consumable supplies and other non-capital investments will not be funded.

A plan for all proposed rehabilitation and/or preservation work and improvements must meet any requirements for building and zoning permit approval by the Town and/or County of Orange.

Improvements to signage must comply with the Town of Orange sign ordinance, and obtain written approval of a sign permit application by the zoning administrator prior to installation of signage.

Application Process

Applications will be received beginning October 1 of each year, following the IDA's annual budget meeting, and must be submitted via email attachment, sent to k.strawser@townoforangeva.gov. Application forms are available on the Town of Orange website at:

<https://www.townoforangeva.gov/DocumentCenter/View/1280/Facade-Improvement-Grant-Plus-Final-Application-for-Website>

Applications are reviewed and awarded on a first-come, first-served basis until all budgeted funds are distributed.

The IDA may consider a request for more than \$2,000.00 in matching funds. Approval of higher amounts is at the sole discretion of the IDA and will not increase the overall grant program budget.

Applications must include:

- a complete narrative description of the entire facade improvement project
- written timeline for the anticipated completion of the project
- a detailed cost estimate of the work including labor and materials
- proof of payment for completed projects

Award Consideration

Applications will be reviewed by town staff to determine eligibility and completeness, before consideration by the IDA, which will have final say on the status of applications. IDA deliberation will take place in closed session in compliance with Virginia FOIA regulations (Code of Va. §2.2-3700 et. seq.), with discussion and awards in open session of that body. Applications will be evaluated based on current IDA goals and guidelines, at the sole discretion of the IDA.

Applications will be ranked on:

- completeness of the application
- eligibility of the applicant
- eligibility of the proposed improvement(s)
- potential impact of the proposed improvement(s)

After the IDA has completed deliberations on accepted applications, awards will be announced in open meeting, and the IDA will authorize funding upon receipt of acceptance documentation. The awardees will be notified of the IDA's decision and must return acceptance documents within 30 days of notification.

Awards are not finalized until the issuance and return of a signed award agreement outlining the terms, conditions and limitations of this program.

Note: The IDA complies with all relevant nondiscrimination statutes and authorities, under and related to Title VI of the Civil Rights Act and the Code of Virginia (1950), as amended.

Funding

FIG-PLUS is a reimbursement grant. Funds are disbursed after:

- Project completion
- Submission of proof of payment for all invoices and receipts
- All work must be completed no earlier than 180 days before or 120 days after the award date.
- Only one reimbursement check will be issued.
- One extension of up to 2 months may be granted via written request to: k.strawser@townoforangeva.gov. *Subsequent requests are not guaranteed and must be reviewed and approved by the Town of Orange IDA.*
- After the award, the IDA will confirm notice to awardees and receipt of Acceptance documentation.

Funding is available until the funding pool has been exhausted each fiscal year as appropriated.

All recipients are required to enter into a Grant Agreement with the IDA of the Town of Orange. A grant agreement, acknowledging and accepting award of the reimbursal grant and terms must be signed and returned within two (2) weeks of the award date. This agreement will be included with the award letter and must be returned with the signature of the applicant

Recipients have 30 days to begin work on approved projects. Recipients have 120 days after award notification to submit reimbursement requests with proof of payment documentation.

Extended Approval

If your project will be completed in phases, you may request that the IDA consider the project for **extended approval in the following grant year**, subject to the renewal of funding of the IDA by the Town Council and of the FIG-PLUS grant program by the IDA. If funding is not renewed, the award becomes null and void. All projects requesting extended approval must be submitted before the project begins to be considered for extended approval of the FIG-PLUS grant.

Definitions

“Accepted application” means a submitted application, reviewed by the IDA or its designee for eligibility and completeness, for which no additional information or documentation is required for evaluation. Incomplete applications will be returned to the Applicant with an explanation of additional information or documentation required.

“Applicant” means the entity or business firm that owns the property where the improvement occurs. Tenants may be applicants with the signed approval of the property owner. Where the applicant has a parent company, the parent company is the applicant. See Eligibility.

“Eligible activities” means those business activities which qualify for reimbursement under the Façade Improvement Grant. Determination of the eligibility of activities for reimbursement is at the discretion of the IDA or its designee.

“Façade” means any face of a building visible from a public street or walkway as defined by the Town Code of the Town of Orange, Virginia.

“Ineligible activities” means those business activities or expenses which do not qualify for reimbursement under the Façade Improvement Grant. Determination of the ineligibility of activities for reimbursement is at the discretion of the IDA or its designee.

Grant Recipient:

Grant Award: FIG-Plus \$

Grant Period: (award date to 120 days after award date)

Grant Award Agreement

- I. **Complete Agreement:** This grant agreement between the Industrial Development Authority of the Town of Orange (IDA) and the Grant Recipient (Grantee), consisting of this and all additional pages, and those attached hereto, contains the entire agreement between the parties hereto with respect to the transaction contemplated herein and shall supersede all previous oral and written and all contemporaneous oral negotiations, writings, commitments and understandings.
- II. **Notice:** Correspondence between the parties shall be addressed as follows. Grant recipient shall notify Grantor concerning changes to contacts, addresses, etc. :

<u>Industrial Development Authority:</u> <u>of the Town of Orange</u> 119 Belleview Ave. Orange, VA 22960	<u>Grant Recipient:</u>
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- III. **Purpose of the Grant:** The primary purpose of this grant is to provide supplemental funds as reimbursement for the façade improvement project outlined in the grant recipient's Façade Improvement Grant-Plus Application, as approved by the IDA. To that end the IDA agrees to provide the grant award to the Grantee, subject to the terms and conditions of this agreement.
- IV. **Grant Conditions:** Under the terms of this agreement, the IDA shall provide funds up to the total award listed above for the project based upon the following conditions:
 - a. Funds shall solely be provided as reimbursement for expenses paid by grantee for the project, as approved by the IDA, and as demonstrated by receipts provided to and approved by the IDA Treasurer.
 - b. IDA shall reimburse grantee for the payment of expenses at the rate of fifty percent of such payments up to the award amount, not including any other grants or awards, or any matching payments required by said awards or grants, up to the grant award indicated above.
 - c. Grantee has not and shall not assign or convey any rights, benefits, obligations, or liabilities which would interfere with the obligations contained in this Agreement.
- V. **Payment of Grant Funds:** Grantee shall, within 120 days of the notice of award, provide the IDA with a report, complete with copies of all paid invoices related to the project, including the payment of any other matching funds or grants provided to grantee. The IDA will issue payment for up to the grant award, to match payment by the grantee of invoices for project expenses not otherwise provided for by other grants or matching funds provided to Grantee.
- VI. **Reporting Requirements:** The grant recipient shall keep the IDA informed of project progress through the submission of a final project report, which shall include documentation of payment of all invoices and expenses of the project. This report shall be submitted before the end of the Grant Period. Grantee shall keep the IDA informed of any potential challenges to successfully implementing the project within the Grant Period.
- VII. **Non Discrimination:** During the grant period, grantee agrees to comply with all relevant nondiscrimination statutes and authorities, under and related to Title VI of the Civil Rights Act and the Code of Virginia (1950), as amended.

- VIII. Indemnification:** Grant recipient shall indemnify, defend and hold harmless the Industrial Development Authority of the Town of Orange and the Town of Orange, including without limitation reasonable attorneys' fees and costs, arising from or relating to grantees performance of this agreement or breach thereof of the intentional misconduct or negligent acts of grantee, its employees, agents, contractors or consultants in connection with the project and its obligations under this agreement. This provision shall survive the termination of this agreement.
- IX. Termination:** Notwithstanding anything to the contrary contained within this agreement, should the grant recipient materially fail to comply with any of the conditions of this agreement, the IDA may, at its reasonable discretion immediately terminate this grant. In the event of termination, the IDA may cancel all unpaid reimbursements of the total grant.
- X. Severability:** If any provision of this agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- XI. Jurisdiction:** The Orange County, Virginia Circuit Court shall have sole and exclusive jurisdiction over any dispute arising out of this agreement.

**Industrial Development Authority for
the Town of Orange, Virginia:**

Signed: _____ Date: _____
Robert Higginbotham, Chairman

For Grant Recipient:

Signed: _____ Date: _____
Name: _____ Title: _____

INTERNAL USE ONLY:

Agreement Received from Grantee: _____ **by** _____

Grantee Report Received: _____ **by** _____

Award Distribution Date: _____ **Amount:** \$ _____