
Committee Members

Councillor M. Kalivas, Chair
Councillor J. Baker
Councillor D. Beatty
Councillor J. Earle
Mayor D. Henderson,
Ex-Officio

Areas of Responsibility

Economic Development
Planning
Chamber of Commerce
DBIA
Heritage Brockville

Museum Board
Library Board
Arts Centre
Tourism

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MOTION TO MOVE INTO CLOSED SESSION

21Feb11

**REPORT TO THE ECONOMIC DEVELOPMENT PLANNING COMMITTEE –
1 MARCH 2011**

2011-022-03

**PROPOSED ZONING BY-LAW AMENDMENT
31 PEARL STREET WEST, CITY OF BROCKVILLE
OWNER: DEAN AND JULIE LEEDER**

**M. PASCOE MERKLEY
DIRECTOR OF PLANNING
ANDREW MCGINNIS
PLANNER II**

RECOMMENDATION

THAT Council for the Corporation of the City of Brockville approve the request to amend City of Brockville Zoning By-law 194-94, to rezone lands known municipally as 31 Pearl Street West from R4-General Residential Zone to R7-Multiple Residential Site Specific Zone to permit four (4) dwelling units on the subject property with a minimum of four (4) parking spaces being maintained..

PURPOSE

The purpose of this report is to provide recommendations for amendment to City of Brockville Zoning By-law 194-94 respecting the property at 31 Pearl Street West.

BACKGROUND

Mr. Dean Leeder, one of the owners of 31 Pearl Street West, has made application for an amendment to Zoning By-law 194-94 to permit the addition of one (1) residential unit within the dwelling located at 31 Pearl Street West. The building was built in approximately 1900. Mr. Leeder created a fourth dwelling unit, without a building permit, within the dwelling. The proposed amendment to the Zoning By-law would permit four (4) dwelling units on the subject property, thereby bringing the fourth dwelling unit into conformity with Zoning By-law 194-94 only. Requirements under the Building Code and Fire Code must be addressed through the appropriate departments for approval.

The application was preceded by an Application for Minor Variance. On 22 November 2010, a Public Meeting was held by the Brockville Committee of Adjustment. At this meeting the Committee members denied the application due to the fact that the proposed requests were not minor in nature and beyond the jurisdiction of the Committee. Therefore, Mr. Leeder has now made application to rezone the property.

ANALYSIS:

The subject property is located on the south side of Pearl Street West, one lot east of the intersection of Pearl Street West and William Street. The building on the subject property is a two and a half storey detached building with a detached two car garage.

The sketch submitted with the application suggests that there are two other parking spaces

Proposed Amendment to Zoning By-law 194-94**31 Pearl Street West, City of Brockville****Owners: Dean and Julie Leeder****File: D14-145**

at grade behind the building, with an additional approval already granted for a fifth parking space on the proposed driveway located off of Pearl Street.

Official Plan and Zoning Information

Official Plan Designation:	Residential
Proposed Official Plan Designation:	Neighbourhood Area within the Mixed Use Corridor.
Existing Zoning	R4 – General Residential Zone
Proposed Amended Zoning	R7-X2-2 Multiple Residential Site Specific Zone, to permit an apartment dwelling containing up to four (4) dwelling units with a minimum of four (4) parking spaces being maintained, a lot frontage of 12.19 m (40 feet), a lot area of 371.6 m ² and recognize all existing setbacks.

Site Characteristics:

Frontage: 12.19 metres (40.0 feet)
Depth: 30.48 metres (100.00 feet)
Area: 371.6 m² (4,000.0 ft², 0.0371 ha, 0.09 acres)

Access: William Street (rear) via right-of-way over adjacent property to the west; and, Pearl Street West (future/as needed).

Surrounding Land Uses:

The adjacent property to the east of the subject property is zoned R4-General Residential Zone, is currently vacant and also owned by Mr. and Mrs. Leeder.

The property to the west of the subject property, located on the corner of William Street, is zoned R7-X2-1 Multiple Residential Site Specific Zone and is occupied by four (4) dwelling units.

The adjacent property to the south of the subject property is zoned R4-General Residential Zone and is occupied by a single family dwelling.

The property to the north of the subject property, located on the north side of Pearl Street West, is zoned C2-Commercial and is occupied by the Rexall Pharmacy.

The property on the north west corner of Pearl Street West and William Street is zoned C2-X2-2 Site Specific Commercial Zone and is occupied by the “Quickie” Convenience Store and Esso gas pumps.

Proposed Amendment to Zoning By-law 194-94
31 Pearl Street West, City of Brockville
Owners: Dean and Julie Leeder
File: D14-145

Public Participation

The application requesting a Zoning Amendment has proceeded through the normal review process. On 1 February 2011, a Public Meeting was held by the Economic Development and Planning Committee. Notice of the Public Meeting was advertised in the Brockville Recorder and Times Newspaper on 6 January 2011 and was circulated to property owners within 120 metres (400 feet) of the subject property. In addition, a sign was posted on the subject property advising that the lands are the subject of Application for Amendment to the City of Brockville Zoning By-law 194-94. Comments from City Departments and affected agencies were also solicited.

A copy of the Site Plan is attached as **Schedule "A"**, along with photos of the site. Written comments received to-date are attached as **Schedule "B"** to this report and discussed further in this report. The minutes of the Public Meeting are attached as **Schedule "C"**.

POLICY IMPLICATION

Provincial Policy Considerations:

A Provincial Policy Statement (PPS) 2005 has been issued under the authority of Section 3 of the Planning Act. The PPS provides policy direction on matters of Provincial interest related to land use planning and development. Section 3 of the Planning Act further directs that Council decisions affecting planning matters "shall be consistent with" the Provincial Policy Statement.

Part V of the PPS sets out various policies which describe the areas of Provincial interest. Not all policies in the PPS are relevant to the planning matter under consideration, and thus, only those relevant portions will be referenced below.

Section 1.1.3.3 states that "Planning Authorities shall identify and promote opportunities for intensification and redevelopment where this can be accommodated taking into account existing building stock or areas, including brownfield sites, and the availability of suitable existing or planned infrastructure and public service facilities required to accommodate projected needs."

Section 1.4.3 states among others, that planning authorities shall provide for an appropriate range of housing types and densities to meet projected requirements of current and future residents of the *regional market area* by:

- a. establishing and implementing minimum targets for the provision of housing which is *affordable to low and moderate income households*.
- b. permitting and facilitating:
 2. all forms of *residential intensification and redevelopment* in accordance with policy 1.1.3.3;
- e. establishing development standards for *residential intensification, redevelopment* and new residential development which minimize the cost of

Proposed Amendment to Zoning By-law 194-94**31 Pearl Street West, City of Brockville****Owners: Dean and Julie Leeder****File: D14-145**

housing and facilitate compact form, while maintaining appropriate levels of public health and safety.

The application currently being considered consists of the addition of one apartment unit within an existing 3 unit dwelling in an older established area of the community. The proposed use does not involve loss of natural resources or create adverse impacts on public health and safety. The proposed use increases the use of existing municipal infrastructure and public services while increasing the availability of housing. There is no conflict between the Provincial Policy Statement and the proposed addition of one dwelling unit to 31 Pearl Street West.

Official Plan Considerations:

The proposed amendment to Zoning By-law 194-94 involves increasing the permitted density of the property but the primary residential use remains the same. Accordingly, no change to the Official Plan is required. Although the neighbouring property already contains four (4) dwelling units, density in terms of neighborhood compatibility is still a concern:

Part 6, Sections 6.2.2, 6.2.3 and 6.2.4 provide for densities as follows:

Low Density Residential: up to 25 units per net hectare (10 units per net acre)

Medium Density Residential: up to 100 units per net hectare (40 units per net acre)

High Density Residential: up to 160 units per net hectare (65 units per net acre)

The residential buildings currently surrounding the subject site are primarily low density residential. The existing dwelling at 31 Pearl Street West had a density of 80.73 units per hectare, prior to the conversion of the basement to a fourth dwelling unit. The proposed density for 31 Pearl Street West would be 107.64 units per hectare. The density would therefore increase from a medium density building to a high density building. In terms of compatibility with the density of the adjacent properties, the proposed density far exceeds the average.

The Official Plan requires that high density residential sites have the following:

- i) Direct vehicular access to a collector or arterial road;
- ii) Points of access to roadways which do not create traffic congestion or hazards; and
- iii) Buffering between low and high density uses.

The proposed increase in density is not anticipated to create a situation contrary to the requirements for high density development as it is to be located in an existing dwelling and the addition of one parking space (potential driveway off of Pearl Street West) will not appreciably add to the traffic from the site. However, this new parking area (previously approved) may create a safety concern with people backing out onto Pearl Street.

Of note, the proposed Official Plan designates this property to be within the "Mixed Use Corridor", which promotes intensification, redevelopment and infill opportunities in a manner

Proposed Amendment to Zoning By-law 194-94**31 Pearl Street West, City of Brockville****Owners: Dean and Julie Leeder****File: D14-145**

that will not have a destabilizing effect on the established neighbourhood. However, these proposed policies are not yet in effect, but are anticipated to be adopted by Council.

Zoning By-law Considerations:

The subject property is currently zoned R4-General Residential Zone. The proposed amendment would permit a fourth dwelling unit on the subject lands. The following items should be discussed with regard to the proposed Amendment to Zoning By-law 194-94:

1. Density:

The density of the subject property, containing three dwelling units, is 80.73 units per hectare (3 units, 0.0371 hectare site), based on a converted dwelling, said converted dwelling being limited to a maximum number of three (3) dwelling units. The addition of one dwelling unit, by definition, brings the building classification from a converted dwelling to an apartment dwelling.

The subject property is currently zoned R4-General Residential Zone. The density range for this zone is up to 37 units per hectare. In order to accommodate a fourth dwelling unit, the subject property must be rezoned to R7-Multiple Residential Zone. The density range for this zone is 100 to 124 units per hectare.

A change of the density of the subject property from R4 Zone to R7 Zone represents a jump of three density classifications. This area has seen many changes over the last few years, the loss of three (3) dwellings which contained multiple units, and the introduction of a new retail commercial (Pharmacy) development.

The proposed zoning change, however, being an increase in density in an area where the dwellings are zoned R4 and are, for the most part, single detached dwellings with the exception of the neighbour directly west will have minimal impact on the surrounding neighbourhood with the addition of the new residential unit.

2. Lot Area and Frontage:

Zoning by-law 194-94 requires a minimum lot area of 1000 m² (10,765 ft²) and a minimum lot frontage of 25 metres (85 feet) to permit an apartment dwelling. The proposed amendment is requesting significant reductions to these minimums. The lot frontage is proposed to be reduced by 52.6% (12.19 metres or 40.0 feet) and the lot area by 62.8% (628.4 m² or 6,764.2 ft²). Both requests are significant decreases to the minimum requirements; however, represent intensification which is consistent with the current Official Plan, the Proposed Official Plan and the Provincial Policy Statement.

3. Parking availability and Number of Spaces:

Zoning By-law 194-94 requires parking at a rate of 1.25 parking spaces per dwelling

Proposed Amendment to Zoning By-law 194-94

31 Pearl Street West, City of Brockville

Owners: Dean and Julie Leeder

File: D14-145

unit. Said parking spaces are required to measure 2.75 m (9.02 ft) by 5.5 m (18.5 ft). The proposed use requires a minimum of five (5) on-site parking spaces. There are four (4) legal on-site parking spaces with approval previously granted for a fifth. However, the applicant is requesting not to establish this space and would therefore create a deficiency of one (1) parking space onsite. The reason that Mr. Leeder does not wish to establish the required parking space is that he and his wife own the adjacent lot (currently vacant) which his tenants use for parking. This however, cannot be used in consideration of the proposed amendment as the property in question must satisfy all zoning regulations unless exception is granted.

Previous approval (September 1996) was granted for the parking area off of Pearl Street, located adjacent to the dwelling. The curb has previously been depressed by City of Brockville Operations Department and placement of this parking area can occur at anytime. Planning Staff however, believe that the placement of this parking area could create a concern with respect to traffic flow on Pearl Street West. The access/egress is located off of Pearl Street and within close proximity, 12.19 metres (40.0 feet) to William Street, an extremely busy intersection.

Based on the above, should the recommendation be accepted by Council, the zone would read similar to the following:

“R7-X2-2

An apartment dwelling containing up to four (4) dwelling units shall be permitted with a minimum of four (4) parking spaces being maintained, a lot frontage of 12.19 m (40 feet), a lot area of 371.6 m² and all other existing setbacks being recognized on the date of passing of the by-law.”

Comments Received and attached as **Schedule “B”**:

1. Brent Caskenette, Chief Building Official - City of Brockville (*memo dated January 10, 2011 attached*)

No concerns provided the necessary building permits for the creation of the fourth unit are obtained.

2. City of Brockville Fire Department - Fire Prevention Office - (*email dated November 16, 2010 - copy attached*)

Retrofit inspection completed on November 8th, 2010. A fourth unit already exists in the basement area of the building. As no building permit was applied for at the time of the addition of the fourth unit, the building is now in violation of the Ontario Fire Code, 1997.

Proposed Amendment to Zoning By-law 194-94**31 Pearl Street West, City of Brockville****Owners: Dean and Julie Leeder****File: D14-145**

2. Douglas Smith, 49 Pearl Street West, Brockville (*letter received January 19, 2011*)

Mr. Smith raised his strong objection with respect to approval for the construction of the proposed driveway exiting directly onto Pearl Street. The location of the driveway would be only one narrow lot away from the intersection of Pearl and William Streets which is one of the busiest intersections in the City, particularly with a heavy flow of vehicles turning from William Street onto Pearl Street West.

3. Conal Cosgrove, Director of Operations - No comments.

4. Eric Jones, Engineering Supervisor - Environmental Services Department

Creation of an additional unit in the basement for a total of four (4) units should be considered if parking is adequate on-site as there is no on street parking on Pearl Street.

FINANCIAL CONSIDERATIONS

All costs associated with the development of the property are the responsibility of the Owner.

CONCLUSION

Following review of the PPS and Official Plan, as well as the submissions received respecting the request for zoning amendment for 31 Pearl Street West, it is reasonable to create a site-specific zone to allow an apartment dwelling containing up to four (4) dwelling units to be permitted with a minimum of four (4) parking spaces being maintained, a lot frontage of 12.19 m (40 feet), a lot area of 371.6 m² and recognizing all existing setbacks. This is reflected in the recommendation at the beginning of this report.



M. Maureen Pascoe-Merkley, MCIP, RPP
Director of Planning



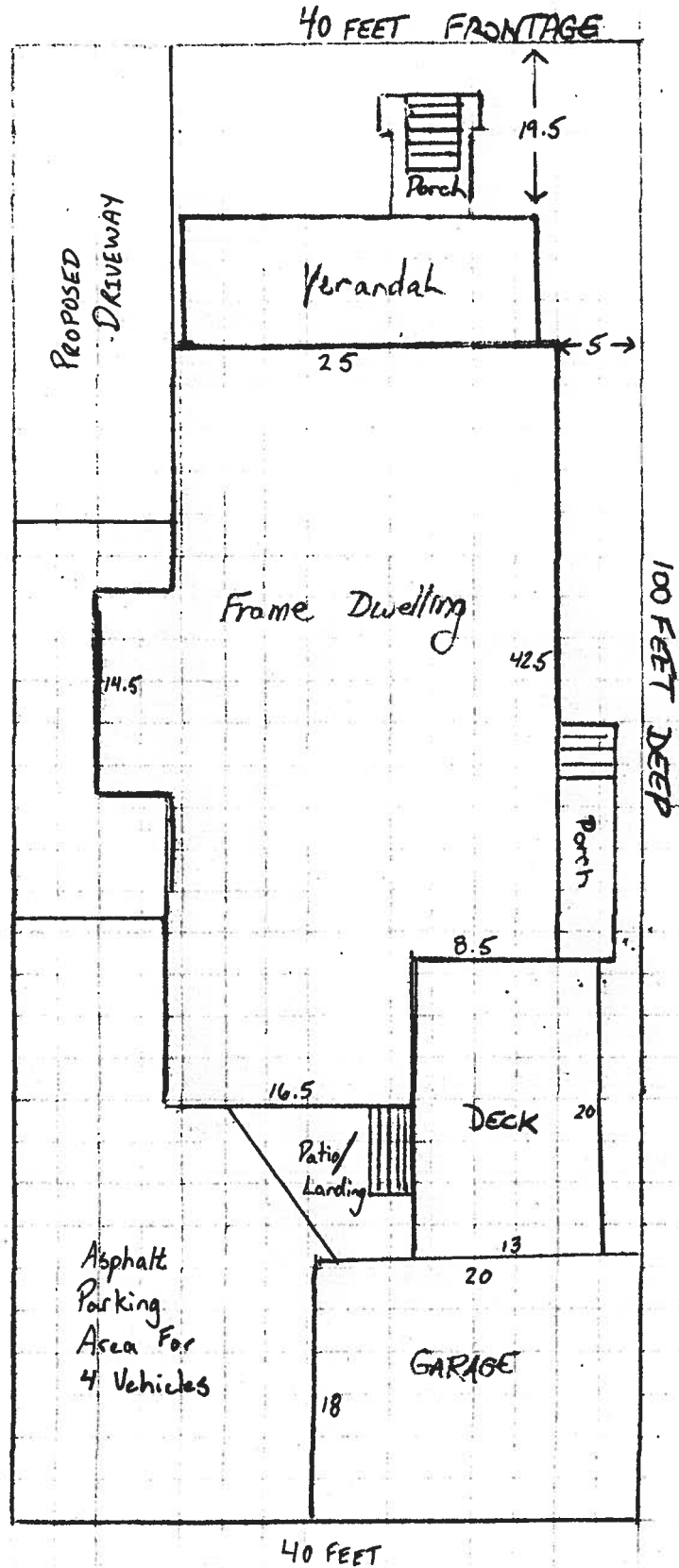
Andrew McGinnis, B.URPI
Planner II



B. Casselman
City Manager

SCHEDULE "A" TO REPORT 2011-022-03

PEARL STREET



PHOTOS OF 31 PEARL STREET WEST FOR REPORT D14-145



SCHEDULE "B" TO REPORT 2011-022-03



CITY OF BROCKVILLE PLANNING DEPARTMENT - BUILDING SERVICES DIVISION

INTEROFFICE MEMORANDUM

TO: LORRAINE BAGNELL – ADMINISTRATIVE COORDINATOR
COPY:
FROM: BRENT CASKENETTE – CHIEF BUILDING OFFICIAL
SUBJECT: ZONING BY-LAW AMENDMENT – FILE D14-145
31 PEARL STREET WEST
DATE: MONDAY, JANUARY 10, 2011

Lorraine:

Our review of the Zoning By-law Amendment notice for the above noted subject site development has been completed and at this time would advise that we have no concerns, provided that the applicant obtain the necessary permits for creation of the additional unit.

The applicant should be made aware that a review of complete construction drawings at the time of application for a building permit may reveal requirements of the Ontario Building Code, not evident as part of this notice, which may affect the site development.

Regards,

A handwritten signature in black ink, appearing to read "Brent Caskenette", with a stylized flourish at the end.

BRENT B. CASKENETTE – CHIEF BUILDING OFFICIAL
City of Brockville, One King Street West, P.O. Box 5000, Brockville, ON K6V 7A5
Tel. (613) 342-8772, ext. 441 – Fax (613) 498-2793 – Email: bcaskenette@brockville.com

Lorraine Bagnell

From: Randy Burke
Sent: November 16, 2010 4:53 PM
To: Lorraine Bagnell
Cc: Harry Jones; Chris Dwyre; Greg Healy; Linda McLennan; Brent Caskenette
Subject: Committee Of Adjustment re 31 Pearl St.W.

Attn Lorraine,

Please advise the Committee of Adjustment that the Brockville Fire Department completed a retrofit inspection under Part 9, Division B of the Ontario Fire Code on November 8th, 2010, at which time it was noted that the building located at this address already has a fourth dwelling unit added to the basement area of the building.

As the 4th dwelling unit was added after the date that retrofit applies, the apartment was required to be installed under a building permit to ensure the existing life safety systems within the building have not been negatively affected. As no building permit had been applied for at the time of the addition of the 4th dwelling unit, the building is now in violation of the Ontario Fire Code, 1997.

Randy Burke
CFPO

Randy Burke
Chief Fire Prevention Officer
City of Brockville Fire Department
61 Perth Street
Brockville, Ont. K6V 5C6
Phone: 613-498-1363
Fax: 613-498-1411
E-mail: rburke@brockville.com

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49 Pearl Street West
Brockville, Ontario K6V 4B7
January 17, 2011

Director of Planning
Planning Department
City Hall
1 King Street West
P O Box 5000
Brockville, Ontario K6V 7A5



Re: 31 Pearl Street West, City of Brockville – File No. D14-145

Dear Sir or Madame,

With regard to the proposal to vary the zoning for this property, I wish to object strongly to the any approval being given which would allow construction of the proposed driveway (shown in the plan of the property) exiting directly onto Pearl Street to be permitted. This driveway would be only one narrow lot away from the intersection of Pearl and William Streets, which is one of the busiest intersections in the city and the flow is particularly heavy of vehicles turning from William onto Pearl Street West. Given the narrow width of this proposed driveway, cars would either have to back in or out which would be a dangerous for motorists on Pearl Street.

As there is already asphalt parking for four vehicles at the rear of the building which has a much safer and existing exit onto William Street and, as the building will continue to have four residential units if the variance in zoning is permitted, I see no need for the proposed new driveway onto Pearl Street.

Thanking you for your consideration, please provide me with a copy of the decision of the Economic Development Planning Committee.

Yours truly,

A handwritten signature in cursive script, appearing to read "Douglas N W Smith".

Douglas N W smith

Memorandum



File No. D13-01

Date: November 15, 2010

To: Lorraine Bagnell, Secretary/Treasurer
Committee of Adjustment

From: E. J. Jones, Engineering Supervisor

Subject: Application for Minor Variances – File No. A12/10
Owner: Dean and Julie Leeder
Location: 31 Pearl Street West, Brockville

The creation of an additional unit in the basement for a total of four (4) units should be considered if parking is adequate on-site since there is no on street parking on Pearl Street.

A handwritten signature in cursive script that reads "Eric Jones".

EJJ:wg

SCHEDULE "C" TO REPORT 2011-022-03



Public Meeting Economic Development & Planning Committee

Tuesday, February 01, 2011, 6:00 p.m.
City Hall, Council Chambers

COMMITTEE MINUTES

Roll Call

Committee Members:

Councillor M. Kalivas, Chair
Councillor J. Baker
Councillor D. Beatty
Councillor J. Earle

Regrets:

Mayor D. Henderson, Ex-Officio

Others:

Councillor D. LeSueur
Councillor L. Bursey

Staff:

Mr. E. Bays, Planning Associate
Mr. J. Faurschou, Planner I
Mr. A. McGinnis, Planner II
Ms. M. Pascoe Merkley, Director of Planning
Ms. S. Seale, City Clerk (Recording Secretary)

The Chair called the meeting to order at 6:00 p.m

ITEM

2011-004-02

1. Proposed Zoning By-Law Amendment
31 Pearl Street West, Brockville

Moved by: Councillor Beatty

THAT Report 2011-004-02 be received as information and that a report on this matter be prepared by staff for consideration of the Economic Development Planning Committee at a future meeting.

CARRIED

Councillor Kalivas, Chair, announced the Public Meeting.

Mr. McGinnis, Planner II, announced that Notice of the Public Meeting for Staff Report No. 2011-004-02 was given in the Recorder and Times Newspaper on January 4, 2011, and a notice was sent to surrounding property owners within 120 metres of the subject property.

Councillor Kalivas asked that any person wanting further notice of the passage of the proposed amendment should give their full name, address and postal code to the Secretary prior to leaving the meeting.

Councillor Kalivas reviewed the procedures for the Public Meeting.

Councillor Kalivas called on the Planner to explain the purpose of the Public Meeting and the nature of the application.

Mr. McGinnis, reviewed the proposed amendment to Zoning By-law 194-94.

The following persons spoke in support of the proposed amendment:

Mr. Dean Leeder (Owner; 31 Pearl Street West, K6V 4B6) spoke in favour of the application. *(A copy of Mr. Leeder's commentary is attached to the minutes.)*

No persons spoke in opposition of the proposed amendment.

Councillor Kalivas closed the public meeting. (6:17pm)

Attachments to minutes (Report 2011-004-02):

- *D. Leeder presentation to Committee*
- *Request for Information form*

Sandra Seale

From: Lorraine Bagnell
Sent: February 3, 2011 1:00 PM
To: Sandra Seale
Subject: FW: Presentation from Dean Leeder - last night's meeting

Members of the Economic Development Planning Committee

Good Evening, my name is Dean Leeder and I come before the Committee this evening on behalf of my wife Julie Leeder and myself to ask for a zoning change for our house at 31 Pearl St West to legally change it from a Triplex to a 4 plex.

Background

My wife Julie and I purchased the property at 31 Pearl St W in 1992. We moved into Apartment 1, a 3 bedroom unit which at that time occupied the basement and first floor of the building. We rented apartment 2, a one bedroom unit and apartment 3, a one bedroom unit while we resided at the residence. We lived in the house for over 12 years and had 2 children Sabrina now 16 and William now 12. Apartment 1 had 1700 sq feet of living space between the first floor and the basement, both of which are about 850sq ft. Apartment 1 had 3 bedrooms when we purchased the property. Today the first floor and basement have a total of 3 bedrooms still, 2 bedrooms on the first floor and one bedroom in the basement. When we purchased the property the building had 8 people living in it

I grew up in Brockville and actually lived in the house at 41 William Street which is right behind the property at 31 Pearl St West. I was friends with the people who owned 31 Pearl St West and played with the daughter Theresa Robitaille. In the 70's and early 80's the house had on average 9 people living in the building.

About 5 years ago I was transferred to Toronto (GTA) with Black & Decker. At this point we rented the first floor and basement to a friend Brian Elliot. At no point since have we rented the basement as a separate 4th unit.

Today

Due to the decision not to move back to Brockville, and the fact the First floor has over 850 sq ft and the basement has over 850 sq ft, we decided to make the unit a legal 4 plex and rent the basement for extra income. Again, we have not rented or advertised at this point to rent the basement.

We have however started the process with the city, fire department, hydro, electrician, and plumber. To see what needs to get done in order to make a legally compliant building with all respected parties.

In meeting with the planning department and Andrew McGinnis we went over all the requirements to change the property from a legal triplex to a 4 plex.

On the greenspace we did some actual measurements and found to have more than enough greenspace available to comply with code. Approximately 1100 sq ft over 25% of lot.

We also talked about parking and have more than enough space on order to park the required 5 vehicles. I currently have 4 legal spaces available at 31 Pearl with approval for 2 more spaces which I got back in 1992 but never installed due to the fact we purchased the property at 29 Pearl St West after a fire and converted the property into a vacant lot.

It currently has a driveway which will hold 4 cars comfortably which the tenants of the 2nd and 3rd floors have currently used for the last 8 years.

It was on the density of the property per acre in which the property does not meet the current official plan. Our lot in which the house sits is 40' by 100' it calculates to a density of 80.73 units per acre and the change to a 4 plex would calculate out at 107.64 units per acre. This is a calculation of units per acre though and does not take into consideration the existing unit and what is being asked of the building. Is the building having an addition put on? Is the building being torn down and a new larger one being put in place? Is the building being divided up to add more floor space such as bedrooms? No to all the above questions. The unit on the first and basement has had 3 bedrooms for over 30 years, with the split of the First and the basement into 2 separate apartments they will still only have 3 bedrooms total. In essence they will still only be capable of holding the same density of people within the building.

In meeting with the Fire Department we have a couple of issues to resolve in order to be legally compliant. 2 New fire rated doors at the back of apartment one, (both of which I have purchased but not installed yet, they are not required unless a forth unit is approved.) The last requirement is creating a fire break between the basement ceiling and the first floor apartment. I can install fire rated drywall or put in a 7 head sprinkler system. After discussions with my wife Julie we are opting at installing the sprinklers and have contacted a local plumber Houle Plumbing who are the only ones that are qualified to install new systems. We are hoping to start this process soon with proper approvals in place.

I have also contacted a local electrician and have gone through the initial planning process of splitting the hydro from the basement and the first floor and installing a forth meter. He has held discussions with Hydro and the Power Authority and with the zoning approval he will go ahead with permits and installations in the near future.

In looking at the summary of our proposal ask 3 points. Density per acre, lot area reduction and frontage reduction. They are all related to each other .

- a) Increase in density. Although the calculation on the density with the addition of the forth unit is required the actual density of people in the building does not change. Due to the fact we are not adding any bedrooms (head count to building) and we are not adding anything to the building such as a new additional sq footage, the amount of people the building can hold moving forward does not change. The building has held 8 to 10 people comfortably for well over 40 years and will only hold on average 8 moving forward. I also feel that seeing how this is an apartment tenants do not use the lands on the properties. 95% of tennants use only parking and their living unit they leave the property for recreation and outdoor activities.
- b) The lot across the street on the north side of Pearl has been converted to a Drug store. In changing the property to develop this store at least 3 houses and 4 rental units where bought out and torn down to make way for this development. This took away at least 10 people living within 200 yards of my property
- c) My wife and I purchased 29 Pearl St W after a fire 8 years ago and took down the fire damaged house and made a vacant lot of the property. Which we maintain and landscape on an ongoing basis. This took away a family of 4 living right beside the property.
- d) The Property to the West of us which is identical in lot size and housing (except of 6 bedrooms) was approved for a 4 plex back around 1998. Since that point there has been no issues with the city due to density, lot size or parking with the property 33 Pearl Street West.

In looking at the rental market in Brockville and across the province, virtually no one is building rental units and many apartment buildings are being converted to Condos. A rental unit just up the street from us on Pearl Street near Bartholomew was recently just converted to condos. A loss of 16 rental units in the downtown area. This is due to the Ontario Rent Review Board and sky rocketing price increases in maintenance cost such as heat, hydro, water, and renos. In recent years the trend has been to build large condos where the owners can sell the units for immediate profit and maintain the buildings through condo fees. I ask for this zoning to help cope with these sky rocketing fees and to add another nice rental unit to Brockville and the downtown core. Rent Review Board of Ontario has set the 2011 rate increase at 1% that will not cover the increase in taxes, let alone gas, hydro, water renos etc. The largest increase I have seen since owning the building was by memory was 2.9%, many years ago, and the 2 year outlook for rent review seems to be increase under 2%

In closing the planning department makes 3 suggestions should you grant the approval.

1. All building permits and inspections be obtained and approved. I have been in contact with the planning department, building permit department, fire department and electrician. All required permits and approvals are being sourced and all parties are in the know on the situation. I will comply with building permits, fire permits and any approvals needed.
2. The addition of 1 parking space be created on site to accommodate the forth unit. On this request I ask that you do not grant at this time. I fully understand the need for parking for my tenants and their guest. At this time however my wife Julie Leeder is the current owner of the vacant lot at 29 Pearl St West which has legal parking for 4 cars. This allows us 8 parking spaces which is 3 above the required amount. If something where to ever change in regards to the lot at 29 Pearl St W I would have to install a proper, well surfaced driveway on 31 Pearl St W just to make enough parking to keep my tenants happy. Also the city could impose a non-compliance at that point for the required new parking spaces to bring the property up to 5 spaces on the lot. It was not installed 8 years ago after I received approval due to the fact we purchased the lot at 29 Pearl St W due to a fire and gained 4 parking spaces.
3. The driveway be surfaced in accordance with requirements. As above if the driveway is required/requested by City Council to be installed it will be installed with proper surfacing and inspection approvals.

I have been a Brockville citizen for most of my life and still have a large family in the immediate area. I have always taken pride in my property and value my tenants. In future I will do the same in making the appearance and upkeep on the property as required for the city and my tenants. I look forward to a favourable decision by the committee tonight. I will take any questions at this point that you may have?

Thanks for your time on this matter.

As side notes- New Rexall Drug Store took down 3 houses two of which where multi dwelling units.

Our lot at 29 Pearl St W is now a vacant lot and use to be a 3 bedroom house

At least 5 houses where taken down to accommodate the strip mall on William St beside the Esso station.

24Feb2011

REPORT TO ECONOMIC DEVELOPMENT PLANNING COMMITTEE – 01 MARCH 2011

2011-028-03

**BROWNFIELDS CIP
REDEVELOPMENT FUNDING AGREEMENTS
CITY OF BROCKVILLE**

**M. PASCOE MERKLEY
DIRECTOR OF PLANNING
J. FAURSCHOU
PLANNER I**

RECOMMENDED

THAT the Mayor and City Clerk be authorized to execute Brownfields Community Improvement Plan Redevelopment Funding Agreements for each eligible applicant upon passing of the by-law for each Agreement.

PURPOSE

The purpose of this report is to establish a process for execution of Brownfields Community Improvement Plan Redevelopment Funding Agreements for each qualifying applicant through preparation of an Agreement and authorizing by-law.

ANALYSIS

Under authorization of Section 28 of the Planning Act whereby a municipality with provisions in their Official Plan relating to Community Improvement may designate a "community improvement area" and prepare a "community improvement plan" for the project area, City Council adopted By-law 050-2007 on June 12, 2007 to establish a Brownfields Community Improvement Plan (CIP-Brownfields) for the City of Brockville to create incentives for the redevelopment of sites suffering from either the perception of or actual environmental contamination. Subsequently, Council endorsed By-law 009-2009 on 27 January 2009, to amend Brownfield CIP Priority Area 1 to include an additional property, being 590 King Street West.

To-date, eight (8) "Brownfield Community Improvement Plan - Registration of Intent" forms have been received in the Planning Department as follows:

File Number	Property Owner	Address	Status
BRNFLD 01/07	135775 Canada Inc.	550 King Street West	Received
BRNFLD 01/09	Marnac Development Corp. (now Francon Consulting Ltd.)	30 Pearl Street West	Complete pending enabling By-law
BRNFLD 02/09	Walker Developments Ltd.	590 King Street West	RSC 78511 – audited by MOE audit. Applicant responding to audit findings prior to proceeding with development.

**Brownfields Community Improvement Plan Redevelopment Funding Agreements
City of Brockville**

File Number	Property Owner	Address	Status
TIERR/BRNFLD 01/07	Tall Ships Landing	10 St. Andrew Street	RSC 76511 Agreement in Place
TIERR/BRNFLD 02/07	Reliable Furniture	10 St. Paul Street	RSC 44539 Agreement under review by applicant
TIERR/BRNFLD 01/08	The Moorings	119 Water Street West	Closed
TIERR/BRNFLD 01/09	6108555 Canada Ltd.	101 Water Street West	In process
TIERR/BRNFLD 02/09	Brockville Landings Inc.	119 Water Street West	RSC 90118 Agreement in Place

Schedule "A" to this report provides a copy of a generic Brownfields Community Improvement Plan Redevelopment Funding Agreement.

Should the recommendation of this report be supported, the preparation and execution of a Brownfields CIP Redevelopment Funding Agreements shall be undertaken for each qualifying applicant, without the need to prepare an in-depth report for each Agreement. Included in the process will be the evaluation of the eligible costs for each property, if any, to determine the eligibility for, and extent of, the program assistance following completion of the improvement project.

POLICY IMPLICATIONS

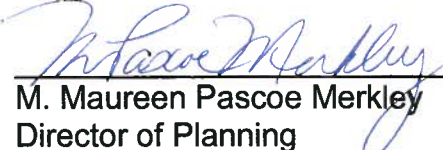
There are no policy implications with regard to the recommendations of this report as it provides for an expedient approach to entering into an agreement to implement the Brownfields CIP.


FINANCIAL IMPLICATIONS


Funding for the Brownfields Community Improvement Plan's TIEG Program will be incorporated into the City's budget by recognizing the new tax revenue as well as the offsetting grant expense (70% of the new incremental municipal taxes to cover eligible expenses or 10 years, whichever is lesser) for a net effect of zero.

CONCLUSION

That in the interest of expediency, the recommendation put forward in this report be endorsed.


M. Maureen Pascoe Merkley
Director of Planning


Bob Casselman
City Manager


J. Faurischou
Planner I


D. Cyr
Director of Finance

MASTER BROWNFIELDS REDEVELOPMENT FUNDING AGREEMENT

Rev. 06 November 2008



BROCKVILLE **CITY OF THE 1000 ISLANDS**

BROWNFIELDS REDEVELOPMENT FUNDING AGREEMENT

Application No. _____

THIS BROWNFIELDS REDEVELOPMENT FUNDING AGREEMENT is made at the City of Brockville this ____ day of _____, 201__.

BETWEEN:

THE CITY OF BROCKVILLE
(hereinafter referred to as the "City")

And

(hereinafter referred to as the "Owner")

RECITALS:

WHEREAS the City of Brockville has adopted a Brownfields Community Improvement Plan (hereinafter referred to as "CIP Brownfields") pursuant to the Community Improvement provisions of the Planning Act;

AND WHEREAS the Owner is, or is about to become, the registered Owner of land located within the Brownfields Redevelopment Priority Area "1" which lands are described in Schedule "A" of this Agreement (hereinafter referred to as the "Land");

AND WHEREAS the Owner has applied to the City for Program Assistance as provided for in the Brownfields CIP;

AND WHEREAS as a condition of approval for Program Assistance under the Brownfields CIP, the Owner is required by the City to enter into this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of:

- (i) the premises, covenants and Agreements to be observed, fulfilled and performed pursuant to this Agreement; and
- (ii) the Owner's application for Program Assistance to the City, subject to and in accordance with the terms and conditions hereinafter recorded in this Agreement.

.The parties do hereby covenant and agree as follows:

DEFINITIONS:

1. In this Agreement the following terms shall have the following meanings:

- 1.1. "ACTUAL REHABILITATION COSTS" means the actual costs to rehabilitate and develop the Land, proven by the Owner to have been expended, and which are eligible for Program Assistance which for the purpose of this Agreement shall include the costs incurred by the Owner since the Owner's filing of the Brownfields-Notice of Intent;
- 1.2. "BASE TAX - MUNICIPAL" means the municipal portion of the tax bill immediately prior to the commencement of the Remediation Work;
- 1.3. "BASE TAX – EDUCATION" means the education portion of the tax bill immediately prior to the commencement of the Remediation Work;
- 1.4. "BASE ASSESSMENT" will be the current value assessment as provided by the Municipal Property Assessment Corporation, hereinafter referred to as MPAC, in conjunction with the City at the date of the original application or the date of application for Building Permit, whichever comes first.
- 1.5. "BROWNFIELDS ASSISTANCE" means all of the following programs, or any combination thereof, as authorized by the CIP Brownfields: ESA Grant, Building Permit Fees Grant, the Brownfields Remediation Tax-Increment Equivalent Grant, and Environmental Remediation Tax Cancellation Grant;
- 1.6. "BROWNFIELDS FINANCIAL TAX INCENTIVE PROGRAM (BFTIP)" means a financing tool established under the authority of section 365.1 of the *Municipal Act, 2001* that allows municipalities to provide property tax assistance to landowners as an incentive for environmental remediation. The Minister of Finance can also approve matching education property tax assistance for eligible properties under this program;
- 1.7. "BROWNFIELDS REDEVELOPMENT FUNDING AGREEMENT" means a document executed following completion of the Registration of Intent as defined herein. Said Brownfield's Redevelopment Funding Agreement shall be between the Corporation of the City of Brockville and the Owner under the terms and

City (initial)

Owner/Applicant (initial)

conditions of the Brownfield's Community Improvement Plan Program and shall contain obligations, rights and terms of both parties;

- 1.8. "BROWNFIELDS REHABILITATION ELIGIBLE COSTS" means only the types of costs listed in Schedule "C" for which the Owner may be entitled to Brownfields Assistance from the City pursuant to this Agreement;
- 1.9. "BROWNFIELDS REMEDIAL ACTION PLAN" means Remediation Work and any Risk Management Plan developed for the Land.
- 1.10 "BUILDING" means
- (a) a structure occupying an area greater than ten square metres consisting of a wall, roof and floor or any of them in a structural system serving the function thereof including all plumbing, work, fixtures and service systems appurtenant thereto, or
 - (b) a structure occupying an area of ten square metres or less that contains plumbing, including the plumbing appurtenant thereto, or
 - (c) plumbing not located in a structure, or
 - (d) structures designated in the building code.
- 1.11 "BUILDING PERMIT" means a permit issued by the chief building official to allow the construction, renovation, rehabilitation, redevelopment or demolition of a building.
- 1.12 "CERTIFIED COSTS" means those costs which have been claimed through submission of appropriate documentation and which have been confirmed as being eligible by the City;
- 1.13 "CHIEF PLANNING OFFICER" means the person appointed by By-law to administer planning related matters.
- 1.14 "CIP BROWNFIELDS" means the Brownfields Community Improvement Plan of the City of Brockville, approved by City Council and adopted by By-Law No. 050-2007;
- 1.15. "CIP DOWNTOWN" means the Community Improvement Plan for Downtown Brockville approved by City Council and adopted by By-Law No. 052-2007;
- 1.16. "CITY" means the Corporation of the City of Brockville;
- 1.17 "CONSTRUCT" means to do anything in the erection, installation, extension or material alteration or repair of a building and includes the installation of a building unit fabricated or moved from elsewhere and "construction" has a corresponding meaning.

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- 1.18. "DOWNTOWN REHABILITATION ELIGIBLE COSTS" means eligible costs under CIP Downtown including costs related to development, redevelopment, construction and reconstruction on land and buildings and exclude all types of Brownfields Rehabilitation Eligible Costs;
- 1.19 "DEMOLISH" means to do anything in the removal of a building or any material part thereof and "demolition" has a corresponding meaning.
- 1.20 "ELIGIBLE COSTS" under the Brownfield Redevelopment Funding Program are identified under Section 5.0 of the City of Brockville Brownfield's Community Improvement Plan. (A copy of the Section 5.0 of the City of Brockville Brownfield's Community Improvement Plan is available upon request.)
- 1.21. "LAND" means the property known municipally as _____, Brockville, and as more particularly described in Schedule "A" to this Agreement or the same or such portion thereof as may be configured and result from the declaration of a condominium or condominium corporations in respect thereof;
- 1.22 "MUNICIPAL REALTY TAX" means the levy on real property within the City of Brockville, as calculated by the assessment as provided by MPAC times the tax rate, subject to capping and threshold provisions as approved by Brockville City Council;
- 1.23. "OWNER" means _____ and includes any successors, assigns, agents, partners and any affiliated corporation. For greater certainty, for the purposes of this Agreement and the entitlement to receive the benefits hereunder, Owner does not include a transferee of the Land or any part thereof including a Subsequent Owner unless the Owner, by specific assignment agreement, has assigned the Owner's rights and benefits under this Agreement;
- 1.24. "PROGRAM ASSISTANCE" means financial assistance from any or all of the programs contained in and provided for by the Brownfields CIP;
- 1.25. "PROGRAM ASSISTANCE TERM" means a period of ten (10) years for each separate dwelling unit which has an occupancy permit issued by the City and a new Municipal Property Assessment Corporation (MPAC) assessment reflecting the value of the said dwelling unit, computed from the date the MPAC assessment becomes effective;
- 1.26. "RECORD OF SITE CONDITION" means a Record of Site Condition (RSC) as defined in Ontario Regulation 153/04, as amended;
- 1.27. "REGISTRATION OF INTENT" means a document completed by the applicant expressing intent to participate in the Brownfield's Redevelopment Funding Program within the prescribed period of the Plan (ending 30 June 2011) ;
- 1.28. "REMEDIATION WORK" means the collective work necessary to obtain the Record(s) of Site Condition to permit development of the Land or portions thereof

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and to reduce or eliminate the level of contamination on, in or under the Land (including surface and ground water) relating to the Land or portions thereof being developed including all work required as a follow up or condition of issuing a Record of Site Condition;

- 1.29. "RISK ASSESSMENT" means site investigation and other actions undertaken by a qualified person for risk assessment in accordance with the Ministry of the Environment ("MoE") guideline entitled "Procedures for the use of Risk Assessment under Part XV.1 of the Environmental Protection Act";
- 1.30. "RISK MANAGEMENT PLAN" – refers to measures to manage or limit the movement of contaminant or limit the potential for receptors to be exposed to contaminants, as more fully described in section 7.8 of MoE guideline entitled "Records of Site Condition – A Guide on Site Assessment, the Clean-up of Brownfield Sites and the Filing of Records of Site Conditions";
- 1.31. "SUBSEQUENT OWNER" means a registered owner of a dwelling unit in the _____ development who has acquired title thereto from either the Owner or a Subsequent Owner;
- 1.32. "TAX ASSISTANCE" means the reimbursement or cancellation of Tax Increments – Municipal levied on the Land, and may also include the deferral and cancellation of the Tax Increments – Education portion of property taxes levied on the Land pursuant to Section 365.1 of the Municipal Act, as amended.
- 1.33. "TAX INCREMENT – EDUCATION" means the increase in the education property taxes realized on the Land, or such portion thereof, from the increased assessment, as determined by MPAC, which resulted from the rehabilitation and/or redevelopment of the Land, or such portion thereof, as the case may be.

The Tax Increment – Education shall be calculated as the difference between the Base Tax – Education and the Tax Liability – Education on the increased assessment, as determined by MPAC, which resulted from the rehabilitation and/or redevelopment of the Land, or such portion thereof, during each respective year of the Program Assistance Term.

The increment will be calculated as being net of any rebates on education property tax resulting from any source whatsoever. This shall include rebates applicable to those portions of a property which are vacant as well as any other applicable rebate such as, but not solely limited to, occupancy of space by charitable and other not-for-profit organizations;

- 1.34. "TAX INCREMENT – MUNICIPAL" means the increase in the municipal property taxes realized on the Land, or such portion thereof, from the increased assessment, as determined by MPAC, which resulted from the rehabilitation and/or redevelopment of the Land, or such portion thereof, as the case may be.

The Tax Increment – Municipal shall be calculated as the difference between the Base Tax – Municipal and the Tax Liability – Municipal on the increased

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assessment, as determined by MPAC, which resulted from the rehabilitation and/or redevelopment of the Land, or such portion thereof, during each respective year of the Program Assistance Term.

The increment will be calculated as being net of any rebates on municipal property tax resulting from any source whatsoever. This shall include rebates applicable to those portions of a property which are vacant as well as any other applicable rebate such as, but not solely limited to, occupancy of space by charitable and other not-for-profit organizations;

- 1.35. "TAX LIABILITY - EDUCATION" means the education portion of the annual real property taxes as levied by the City of Brockville as required by the Province of Ontario. The education rates are set by the Ministry of Finance;
- 1.36. "TAX LIABILITY – MUNICIPAL" means the municipal portion of the annual real property taxes as levied by the City of Brockville;
- 1.37. "TAX LIABILITY" means all real property taxes as levied by the City of Brockville
- (a) on their own behalf (municipal);
 - (b) as required by the Province of Ontario (education);
 - (c) any other applicable levies; and
 - (d) any other transfers that may be assigned to the tax roll as permitted by the Municipal Act;
- 1.38. "WORK" means the collective work necessary to improve the Land and/or building that would result in an increased property assessment.
- 1.39. "ZONING BY-LAW" means a municipal by-law passed by Council for the Corporation of the City of Brockville to control the use of land in the City. It outlines the legal requirements a landowner or authorized agent must meet to develop or do construction on all of, or a portion of, its property. The applicable document is titled City of Brockville Comprehensive Zoning By-law 194-94, as amended.

COMMENCEMENT AND TERMINATION

2. The parties agree as follows:

- 2.1. This Agreement shall commence on the date it is executed by the Parties, and is subject to all conditions, approvals, and obligations contained herein.
- 2.2. Termination of this Agreement will occur at the earlier of:
- (i) payment to the Owner of an amount equal to the maximum Program Assistance permissible under the Brownfields CIP; or

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- ii) the time frame for each applicable element of the program or the maximum eligible costs have been achieved.
- (ii) the date this Agreement is terminated by the City in the event of the Owner's default under paragraph 30 of this Agreement; or
- (iii) the date that this Agreement is terminated by mutual agreement of the Parties.

OWNER'S REPRESENTATIONS, ACKNOWLEDGEMENTS AND OBLIGATIONS:

3. The Owner represents that:

- 3.1. it is or shall be the registered Owner of the Land;
- 3.2. if a corporation, then
 - (a) it has been duly incorporated as a corporation and is in good standing under the Business Corporations Act and is in compliance with all laws that may affect it and will remain so throughout the term of this Agreement;
 - (b) it has the corporate capacity to enter into this Agreement and to perform and meet any and all duties, liabilities and obligations as may be required of it under this Agreement;
- 3.3. the Land is contaminated and must be rehabilitated in order to permit redevelopment thereof; and
- 3.4. it has not, as of the date of this Agreement, applied for or received any other grants or assistance for Actual Rehabilitation Costs from any other government, agency or other funding source, including other City programs not described or referred to in this Agreement.

4. The Owner acknowledges that:

- 4.1. the onus and responsibility is on the Owner at all times to assume all costs of rehabilitation and redevelopment of the Land and to apply for and obtain, at the Owner's expense all approvals required from the City and all other agencies having jurisdiction for the rehabilitation and development of the Land;
- 4.2. nothing in this Agreement limits or fetters the City in exercising its statutory jurisdiction under the Planning Act, R.S.O. 1990, c.P. 13, as amended, or under any other legislative authority or by-law;
- 4.3. nothing in this Agreement is intended to impose or shall impose, upon the City any duty or obligation to inspect or examine the Land for compliance or

City (initial)

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- noncompliance or to provide an opinion respecting any condition of rehabilitation/redevelopment; and
- 4.4. nothing in this Agreement is intended to be, or shall be, construed to be a representation by the City regarding compliance of the Land with applicable laws, regulations, policies, standards, permits or approvals, or other by-laws and policies of the City.
 - 4.5. The Owner agrees to file a Record of Site Condition in respect of the Owner's development of the Land prior to proceeding with same and to deliver a copy thereof to the City and its subsequent acknowledgement by MoE as a condition precedent to the City issuing a building permit. The Record of Site Condition shall demonstrate that the approved use of the Land pursuant to MoE requirements is appropriate.
 - 4.6. The City and Owner acknowledge that Schedule "D" represents the proposed Brownfields Remedial Action Plan of the subject Land. The parties agree that should Schedule "D" need to be altered, the City will not unreasonably withhold its approval of the necessary alterations.
 - 4.7. The Owner agrees to develop the Land in conformity with any zoning by-law approved by the City and Site Plan Control Agreement(s) entered into between the City and the Owner.
5. If any grants or other assistance for Brownfields Rehabilitation Eligible Costs are applied for and/or received from any third party, the Owner shall immediately disclose same to the City. In the event of such additional funding, the City will reduce the eligible costs by an amount equivalent to the amount received by the Owner from such disclosed third party assistance.
 6. The provisions of clause 5 herein shall remain in effect for the duration of this Agreement to include any funding of Brownfields Rehabilitation Eligible Costs which may be approved and received from another source during the term of the Agreement.
 7. The Owner agrees that the Work, including improvements made to buildings and/or land, shall be made in compliance with all required Building Permits, and constructed in accordance with the Ontario Building Code Act, S.O. 1991, c. 23 and all applicable zoning by-law requirements, municipal requirements and other approvals required at law, including without limitation, any Site Plan Control Agreement entered into with the City.
 8. The Owner hereby confirms its intention to commence the Work upon the Land upon execution of this Agreement.
 9. The Owner shall provide the City with documentation satisfactory to the City as to the amount of the Actual Rehabilitation Costs incurred by the Owner.
 10. The Owner grants to the City and its agents a license to enter the Land at any reasonable time for the purpose of conducting an inspection of all Work being executed

City (initial)

Owner/Applicant (initial)

and to confirm that the Owner is in compliance with the terms of this Agreement provided that the City representative complies with all necessary Health and Safety requirements.

11. The Owner will provide to the City a report or reports throughout the term of this Agreement of the status of the Work, rehabilitation/redevelopment, including, but not limited to:
 - 11.1. the existing environmental contamination known to be present on the Land;
 - 11.2. the status of the Brownfields Remedial Action Plan;
 - 11.3. to the extent that the project is eligible for BFTIP, the Owner will confirm that it is the owner of the property entitled to receive the benefit of the BFTIP program;
 - 11.4. the amount owing to any contractor for unpaid sums relating to the Work, or any part thereof, undertaken by such contractor upon the Land, or such portions thereof, as applicable;
 - 11.5. the amount of holdbacks currently retained by the Owner under any contract with contractors who have undertaken the Work or any part thereof;
 - 11.6. the status of any actions required under a Risk Management Plan developed as a result of a Risk Assessment which has been conducted by the Owner and accepted by the MoE;
 - 11.7. each annual report shall be provided within ten (10) days of the anniversary of the commencement of Work related to Actual Rehabilitation Costs;
 - 11.8. an annual statement of financing costs associated with Work undertaken during the previous twelve (12) month period;
 - 11.9. the amount of legal and consultants costs incurred in respect to Work and filing of materials with the MoE; and
 - 11.10. documentation establishing Actual Remediation Costs incurred at a minimum of six (6) month intervals, specified as June 30, and December 31 of each year. This documentation will be subject to review and verification by the City.
12. As a condition of commencement of a Program Assistance Term, the Owner shall upon the request of the City, provide the City with a statutory declaration confirming that no construction liens or other claims have been and remain registered against title to the Land in respect to contracted Work to remediate and develop the Land. To the extent liens are registered, the Owner shall be permitted to remove same by posting of the appropriate security pursuant to the Construction Lien Act of Ontario.
13. The Owner shall ensure that during its ownership of the Land, or such part thereof as may be retained by the Owner from time to time, the Land shall be maintained in its remediated condition and is not further contaminated during the term of the Agreement.

City (initial)

Owner/Applicant (initial)

14. As a pre-condition to providing any Program Assistance, and without which this Agreement shall be of no force, the Owner shall provide a statutory declaration by a director or officer of the Owner certifying to the City that:
- 14.1. the Owner named in this Agreement is or was the registered owner in fee simple of the Land when the Actual Rehabilitation Costs were incurred and was in ownership, possession and control of the Land and that mortgagees have not taken possession of the Land or taken steps to take over the Land;
 - 14.2. the Owner is in compliance with the terms of this Agreement;
 - 14.3. if a corporation, then
 - (a) the Owner is a corporation in good standing;
 - (b). the Owner has properly authorized this Agreement and passed all required resolutions and by-laws for that purpose.
15. The Owner shall register this Agreement on title to the Land on the latter of:
- (i) approval and execution of this Agreement by both parties; or
 - (ii) following registration of the transfer whereby the Owner acquires the fee simple title to the Land.
16. The Owner covenants to the City that where the ownership of part or all of the Land ceases for any reason to be in the Owner's name, by virtue of sale, assignment or otherwise, prior to the advance of all of the Program Assistance, the Owner will immediately notify the City in writing of said change.
17. The Owner acknowledges and agrees that the City is required to provide Program Assistance only to the "registered Owner" or "assessed Owner" of the Land in accordance with the provisions of section 28(7) of the Planning Act, as disclosed on title and to any person to whom such Owner has assigned the right to receive a grant to pay for the whole or any part of the cost of rehabilitating Land and buildings in conformity with a community improvement plan.

The City acknowledges, confirms and agrees that the Owner shall be entitled to all rights and benefits arising under this Agreement including the right to receive all Program Assistance notwithstanding the sale of the Land or any part thereof to a Subsequent Owner provided the Subsequent Owner has released to the Owner any and all right, title or interest which such Subsequent Owner may have to the Program Assistance as said right may arise under section 28 of the Planning Act or otherwise by reason only of such Subsequent Owner having acquired title to the Land or part thereof.

The City further agrees that an executed acknowledgement by any such Subsequent Owner or a statement or acknowledgement contained in any agreement of purchase and sale made between the Owner and any such Subsequent Owner or an

City (initial)

Owner/Applicant (initial)

acknowledgement or covenant registered on title to the Land stating that the acquisition of title to the property being acquired by the registration of the Transfer in the transferee's name shall constitute the transferee's deemed assignment of the rights to the Program Assistance arising under this Agreement or any similar evidence of assignment or deemed assignment shall be sufficient for the purposes of confirming the release and assignment of any rights which any such Subsequent Owner may have to any Program Assistance by reason only of such Subsequent Owner having acquired title to the Land or a part thereof. Where the Owner ceases to own the Land for any reason and intends to assign the Program Assistance arising under this Agreement, the Owner shall be responsible to ensure for the proper assignment of said Program Assistance. Accordingly, the City shall use its best reasonable efforts to make all Program Assistance payments to the Owner unless the City has received an actual notice of an assignment of the Owner's rights arising under this Agreement.

18. CITY'S REPRESENTATIONS / ACKNOWLEDGEMENTS:

The City makes no representations as to the condition, environmental or otherwise of the Land and/or building(s) or the fitness of the Land for the proposed use(s).

19. CITY'S OBLIGATIONS AND RIGHTS:

- 19.1. The City, in accordance with the Planning Act and the Brownfields CIP, agrees to provide Program Assistance to the Owner for the purpose of reimbursing the Owner for Actual Rehabilitation Costs, provided that the Owner is in compliance with this Agreement, is eligible under the current requirements under the Act for receipt of Program Assistance and subject to, and in accordance with, the terms and provisions set out in this Agreement for calculating and paying or cancellation in accordance with terms of this Agreement. The City cannot guarantee that the aggregate amount of funding available under this Agreement will be sufficient to pay for all of the Actual Rehabilitation Costs. The City cannot guarantee that a specific improvement will increase property assessment.
- 19.2. This Agreement does not diminish in any way the City's right and obligation to collect property taxes promptly under relevant legislation from the Owner of the Land and from all Subsequent Owners and transferees of the Land or any part thereof and all other fees and charges which may be applicable to the Land and for which the City is the responsible service provider.
- 19.3. For the purposes of administering this Agreement, the parties agree that:
- (a) all Actual Rehabilitation Costs shall be classified as those covered by the provisions of Schedule "C" of this Agreement;
 - (b) upon receipt by the City of the documentation from the Owner relating to the Actual Rehabilitation Costs, the City and/or its consultant shall review the Owner's submissions and assess the eligibility of the costs in accordance with subparagraph 19.3(a) hereof. The City shall, within thirty (30) days of receipt of the Owner's submission, give written notice to the

City (initial)

Owner/Applicant (initial)

Owner wherein the City either accepts, rejects or requests additional information from the Owner. A request for additional information shall detail the type or nature of the information required by the City and a rejection of the submission shall provide reasons and details for the rejection. In the event of a request for additional information, the City shall have a further period of thirty (30) days following the receipt of the additional information to assess the additional submissions as aforesaid and provide the Owner with its written notice of acceptance, rejection or request for additional information;

- (c) where there is a dispute in the determination of eligible costs, as determined in subparagraph 19.3(b) hereof, the Owner may apply, in writing, within fifteen (15) days of notification of rejection of eligible costs. The parties shall make all reasonable efforts to resolve the dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate the negotiations. If the parties are unable to resolve the dispute, the matter shall be referred to the City Treasurer with appeal, if necessary, to Council for determination, whose decision is final;

- 19.4. The City may appoint a consultant to inspect the Land and all Work conducted thereon by the Owner at a frequency to be determined by the City and provide the City with a report or reports as to the costs incurred which are eligible for Actual Rehabilitation Costs.
- 19.5. Program Assistance will commence after receipt by the City from the Owner of all required documentation as established elsewhere in this Agreement and only to the extent that Tax Liabilities – Municipal, Education and any other applicable levies are not in arrears.
- 19.6. In the event the Land is rehabilitated but construction of improvements thereon is not completed, the City shall not be obligated to pay the Tax-Increment Equivalent Grant or any portion thereof, notwithstanding that there may be an increase in assessed value of the Land.
- 19.7. In the event there is an appeal of an assessment which results in reduction in Tax Liability – Education or Tax Liability - Municipal, the City shall be entitled to make an adjustment to any subsequent payment of the Program Assistance payable to the Owner. Furthermore, to the extent an appeal of an assessment resulting in reduction in Tax Liability – Education or Tax Liability – Municipal is made following the end of the term of this Agreement then the Owner shall be liable to repay to the City within forty five (45) days of the date of demand (supported by sufficient documentation to evidence the Owner's obligation to repay) an amount equal to the reduction of the Tax Liability resulting from such appeal.
- 19.8. Payments to the Owner, pursuant to this Agreement, shall be remitted within ninety (90) days after calendar year end taking into consideration:

City (initial)

Owner/Applicant (initial)

- (a) that all tax liabilities owing have been paid in full;
- (b) that all monies directly associated with the subject Land, regardless of origin, owed to the City by the Owner are not in arrears;
- (c) any rebates received by the Owner in regard to municipal realty tax; and
- (d) that total Program Assistance does not exceed total eligible costs.

Should the Owner obtain any reduction in regard to municipal realty tax, including an appeal, after the Owner has received its annual Program Assistance, the Owner shall be liable to repay to the City within forty-five (45) days, the amount equal to the reduction of the Tax Liability.

APPLICATION OF BROWNFIELD FUNDING PROGRAM TO THE LAND

20. Detailed Program Protocols

The protocols for Program Assistance are governed by the terms and provisions of this Agreement, as illustrated in Schedule "B".

CIP BROWNFIELDS PROGRAMS:

PROGRAM 1: TAX-INCREMENT EQUIVALENT GRANT:

- 21. The Provisions of Program 1 – Brownfield – Tax Increment Equivalent Grant are set out in the CIP Brownfields and in this Agreement.
- 22. Pursuant to Section 28 of the Planning Act and referred to as Program 2 of the CIP Brownfields is subject to the detailed protocols as contained in the CIP Brownfields.

PROGRAM 2: TEMPORARY TAX CANCELLATION ASSISTANCE PROGRAM

- 23. The Provisions of Program 2 – Temporary Tax Cancellation Assistance Program are set out in the CIP Brownfields and in this Agreement.
- 24. Pursuant to Section 28 of the Planning Act and referred to as Program 2 of the CIP Brownfields is subject to the detailed protocols as contained in the CIP Brownfields.

PROGRAM 3: ENVIRONMENTAL SITE ASSESSMENT GRANT PROGRAM

- 25. The Provisions of Program 3 – Environmental Site Assessment (ESA) Grant Program are set out in the CIP Brownfields and in this Agreement.

City (initial)

Owner/Applicant (initial)

26. Pursuant to Section 28 of the Planning Act and referred to as Program 3 of the CIP Brownfields is subject to the detailed protocols as contained in the CIP Brownfields.

PROGRAM 4: BUILDING PERMIT FEE GRANT PROGRAM

27. Properties located in the Brownfield Community Improvement Project Area but outside of the Brownfield Redevelopment Priority Area are not eligible for assistance under this program.
28. The Provisions of Program 4 – Building Permit Fee Grant Program are set out in the CIP Brownfields and in this Agreement.
29. Pursuant to Section 28 of the Planning Act and referred to as Program 4 of the CIP Brownfields is subject to the detailed protocols as contained in the CIP Brownfields.

DEFAULT AND REMEDIES:

30. The Owner shall be in default of this Agreement where the Owner fails to materially comply with any of its obligations or requirements as established in this Agreement. Without limiting the generality of the foregoing, the Owner shall be deemed to be in default where the Owner:
- 30.1. fails to pay and keep in good standing all Tax Liabilities which are payable by the Owner;
 - 30.2. misrepresents any fact, representation or warranty made by the Owner or said fact, representation or warranty as stated by the Owner is incorrect in any material respect;
 - 30.3. fails to perform or comply with any of the obligations contained in this Agreement;
 - 30.4. the Owner makes an assignment for the benefit of creditors, or assigns in bankruptcy or takes the advantage in respect to their own affairs of any statute for relief in bankruptcy, moratorium, settlement with creditors, or similar relief of bankrupt or insolvent debtors, or if a receiving order is made against the Owner, or if the Owner is adjudged bankrupt or insolvent, or if a liquidator or receiver is appointed by reason of any actual or alleged insolvency, or any default of the Owner under any mortgage or other obligation, or if the Land or interest of the Owner in the Land becomes liable to be taken or sold by any creditors or under any writ of execution or other like process;
 - 30.5. willfully defaults in a material way in the payment of money/monies to any contractor, supplier, or creditor who has undertaken the Work that is the subject of this Agreement unless the non payment to such contractor, supplier or creditor results from the breach of the contractor, supplier or creditor's obligation to the Owner or the Owner has a legitimate claim for holdback or set off against such contractor, supplier or creditor;

City (initial)

Owner/Applicant (initial)

- 30.6. causes, permits or allows the Owner's Land to become contaminated and the Owner fails to remedy the contamination in accordance with applicable legislation (it being acknowledged and agreed that contamination caused by any other party for whom the Owner is not responsible for in law such as, without limitation, a Subsequent Owner shall not constitute a default by the Owner under this Agreement); or
- 30.7. cannot be contacted by the City over a period of greater than one (1) year.
31. Where the Owner is in material default of this Agreement, the City shall provide notice of the default to the Owner. The Owner shall have sixty (60) days to remedy the default to the satisfaction of the City or to the extent the default cannot be remedied within the said sixty (60) day period, to commence and diligently pursue remedial action. Where the default is not remedied to the satisfaction of the City, the City may exercise any remedy available at law and pursuant to this Agreement. Without limiting the generality of the foregoing, the City may:
- 31.1. delay any Program Assistance;
- 32.2. cancel any or all future Program Assistance;
- 32.3. audit the information provided by the Owner to the City and any other information deemed relevant by the City to investigate the Default and the Owner hereby agrees to provide all requested information in a timely fashion and to pay all costs of the audit;
- 33.4. only in the event of a material misrepresentation require that the Owner repay all or any part of the Program Assistance already provided to the Owner but only to the extent of the amount of the Program Assistance advanced, based upon such material misrepresentation but not otherwise; and
- 33.5. terminate this Agreement.

DEVELOPMENT SCHEDULE:

34. The Owner covenants that construction of the project shall commence not later than _____ and shall be substantially completed within twenty four (24) months of the commencement date.

INDEMNITY:

35. In the event that, as a result of the City exercising any of its remedies pursuant to this Agreement, there is no Program Assistance or Program Assistance ceases or is delayed, the Owner agrees that notwithstanding any costs or expenses incurred by the Owner, the Owner shall not have any claim for compensation or reimbursement of these costs and expenses against the City and that the City is not liable to the Owner for

City (initial)

Owner/Applicant (initial)

losses, damages, interest, or claims which the Owner may bear as a result of the lapse of time (if any) where the City is exercising its rights herein.

36. The Owner shall indemnify, save, defend and keep harmless from time to time and at all times, the City and its officers, employees, councillors, and agents from and against all claims, actions, causes of action, interest, demands, costs, charges, damages, expenses and loss made by any person arising directly or indirectly from any failure by the Owner to fulfill its obligations under this Agreement.
37. The indemnities contained in sections 35 and 36 shall, in respect of any matter arising prior to the termination of this Agreement, remain in force following termination or expiry of this Agreement.

NOTICES:

38. Any notice required to be given by either party to the other shall be given in writing and delivered in person or prepaid first class mail to:

in the case of the City of Brockville to:

City Clerk
City of Brockville
One King Street
P.O. Box 5000
Brockville, ON K6V 7A5

in the case of the Owner to:

GENERAL PROVISIONS:

39. As hereinafter set out below, the following Schedules are attached to, and form part of, this Agreement:

Schedule "A" Description of Land;

Schedule "B" Brownfield Rehabilitation Eligible Costs;

Schedule "C-1" Projected Brownfield Remedial Action Plan

Schedule "C-2" Brownfield Remedial Action Plan – Certified Costs

City (initial)

Owner/Applicant (initial)

40. Except where expressly stated in the Agreement, all conditions in this Agreement are for the benefit of the City and may only be waived by the City. No waiver is effective unless in writing. Where the City elects to waive certain rights under this Agreement it does not by implication give up any other rights and the City expressly reserves any and all such additional rights, notwithstanding any waiver.
41. Words importing the singular number shall include the plural and words importing firms and corporations shall include persons. Each obligation of the Owner and City in this Agreement, although not expressed as a covenant, is considered to be a covenant for all purposes. The Article and Section headings of this Agreement form no part hereof and are inserted for convenience only. If any Section, Article, paragraph, sub-paragraph, clause or sub-clause in this Agreement is held invalid or unenforceable by any court of competent jurisdiction, this Agreement shall be interpreted as if such Section, Article, paragraph, sub-paragraph, clause or sub-clause has not been part of this Agreement.

IN WITNESS WHEREOF the parties duly execute this Agreement:

This Agreement shall be binding upon the parties and their heirs, executors, successors and assigns.

Dated at the City of Brockville this _____ day of _____, 200_

Owner / President (print and sign)

Company

I have authority to bind the Corporation

Dated at the City of Brockville this _____ day of _____, 200_

Mayor

Signature of Mayor

Municipal Clerk

Signature of Municipal Clerk

City (initial)

Owner/Applicant (initial)

SCHEDULE "A"

Municipal Address:

PIN Number:

Legal Description of subject Land)

City (initial)

Owner/Applicant (initial)

SCHEDULE "B"

Brownfields Rehabilitation Eligible Costs

The cost to remediate and redevelop the Land shall include the following classes of costs:

TYPE OF COST	DESCRIPTION	PERCENTAGE OF COST ELIGIBLE FOR BROWNFIELDS ASSISTANCE
Remediation Work	All work to reduce the concentration of contaminants in soil and ground water including, where necessary, the installation of sheet piling to achieve Records of Site Condition.	100%
Fill and grading	Placement of clean fill and grading before and after the Record(s) of Site Condition necessary to restore the Land to original grade	100%
Demolition	Demolition of existing buildings	At Discretion of Council
Risk Assessment(s) and Record(s) of Site Condition (RSC)	All costs related to the preparation and filing of Risk Assessment(s) and Record(s) of Site Condition (RSC)	100%
Legal Fees for review of the site-specific By-Law , Brownfield Site-Specific Agreement, Risk Assessment(s) and Record(s) of Site Condition (RSC)	Reasonable legal fees incurred to review the site-specific By-Law, this Agreement, Risk Assessments and Record(s) of Site Condition (RSC)	100%
Financing Cost on eligible Rehabilitation Costs	Interest and financing fees paid on actual Brownfields Rehabilitation Costs	100%
Insurance premiums for Cost Cap insurance or Pollution Liability Insurance	Only insurance related to rehabilitation or contamination is eligible. Security required by the City to guarantee the installation of public works or construction surety bonds are not eligible Rehabilitation Costs	100%
Monitoring and operation costs for environmental control technologies	Ongoing costs to operate environmental control technologies required by the remediation plan and monitoring costs required by any Risk Assessment or Certificate of Property Use are eligible for funding	100%

SCHEDULE "C-1"

Projected Brownfield Remedial Action Plan

TYPE OF COST	ELIGIBLE AMOUNT	ESTIMATED COST (\$)
Remediation Work	100%	
Fill and Grading	100%	
Demolition	100%	
Risk Assessment and Record(s) of Site Condition (RSC)	100%	
Legal Fees for review of the site-specific By-Law, Brownfield Site-Specific Agreement, Risk Assessments and Record(s) of Site Condition (RSC)	At Discretion of Council	
Interim Financing Cost on eligible Rehabilitation Costs	100%	
Insurance premiums for Cost Cap insurance or Pollution Liability Insurance	100%	
Monitoring and operation costs for environmental control technologies	100%	
ESTIMATED TOTAL ELIGIBLE COSTS		

SCHEDULE "C-2"

Brownfield Remedial Action Plan – Actual Costs

<i>(Property Address and Project Name)</i>		
Type of Cost	Eligible Amount	Actual Cost (\$)
Remediation Work	100%	
Fill and Grading	100%	
Demolition	100%	
Risk Assessment and Record(s) of Site Condition (RSC)	100%	
Legal Fees for review of the site-specific By-Law, Brownfield Site-Specific Agreement, Risk Assessments and Record(s) of Site Condition (RSC)	At Discretion of Council	
Interim Financing Cost on eligible Rehabilitation Costs	100%	
Insurance premiums for Cost Cap insurance or Pollution Liability Insurance	100%	
Monitoring and operation costs for environmental control technologies	100%	
TOTAL ELIGIBLE COSTS		

REPORT TO ECONOMIC DEVELOPMENT & PLANNING COMMITTEE
February 1, 2011

2011-025-03
ENCROACHMENT AGREEMENT
17 SCHOFIELD AVENUE, BROCKVILLE

S.M. SEALE
CITY CLERK

RECOMMENDATION

THAT Council authorize the Mayor and Clerk to execute an encroachment agreement with Thomas Panopoulos, 17 Schofield Avenue, Brockville, for the encroachment a portion of the building, porch and eaves that encroach onto the Schofield Avenue road allowance to a maximum of 2.0metres (6.7 ft.).

ORIGIN

This matter arises from a request by Thomas Panopoulos, owner of the property to fulfill the condition of approval by the Committee of Adjustments to facilitate the addition of a second residential to a converted dwelling.

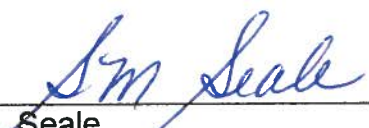
ANALYSIS

An application has been received in the Clerk's Office from the property owner, Thomas Panopoulos, for the encroachment of a portion of the building, porch and eaves at 17 Schofield Avenue. The property was subject of a minor variance and the Committee of Adjustment granted approval conditional upon the successful completion of the encroachment agreement process. The encroachment will be to a maximum of 2.0 metres (6.7 ft.) onto the Schofield Avenue road allowance as shown on Schedule "A" to this report.


Through circulation to various City Departments, comments from the Operations, Environmental Services and the Planning Departments indicate that there are no concerns or objections to Council granting this encroachment.

FINANCIAL CONSIDERATION

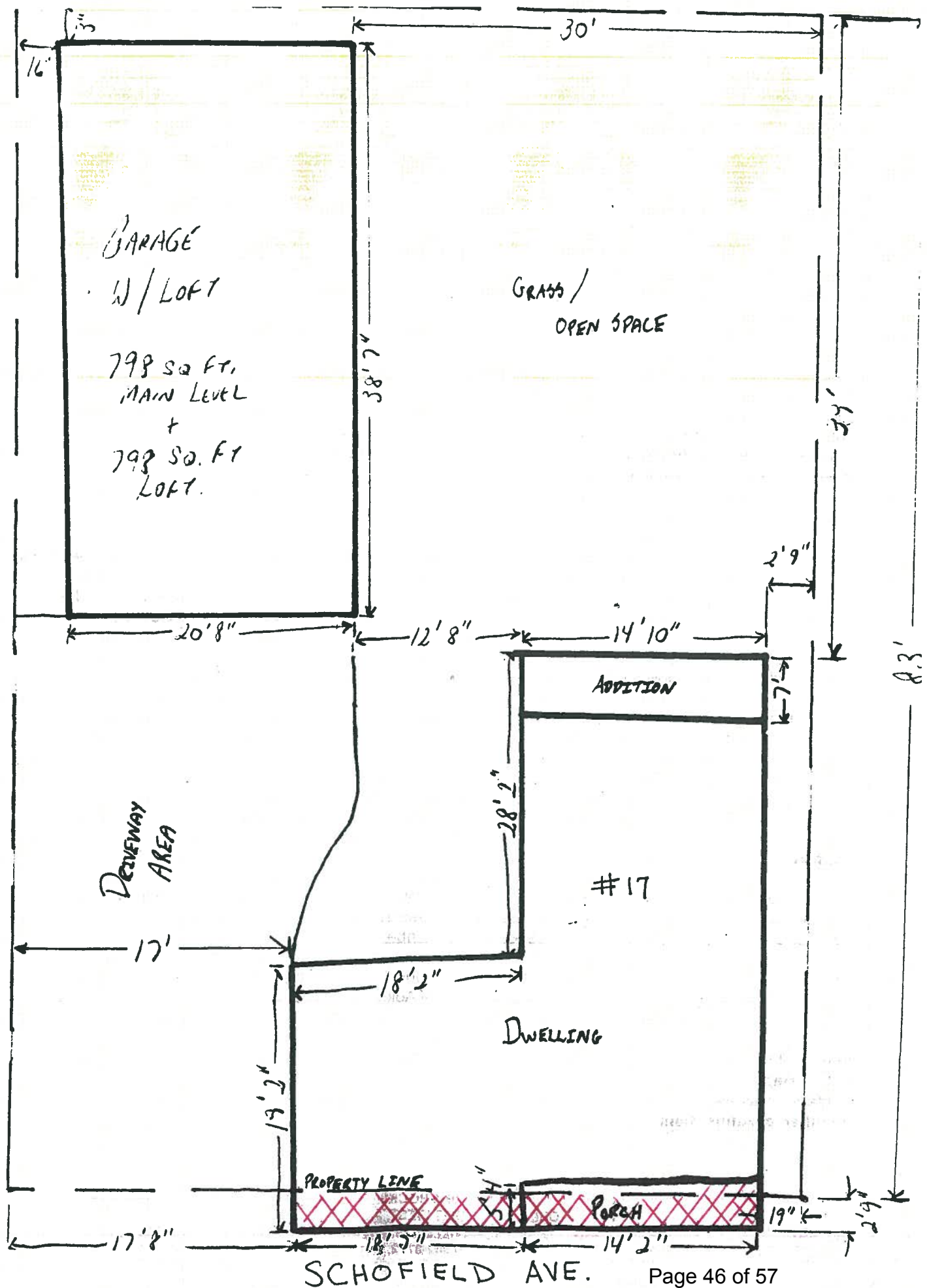
As per the City of Brockville Fees and Charges By-law, there is a fee for processing the encroachment agreement, which would be deposited to G1240-0320-0799.



S.M. Seale
City Clerk



B. Casselman
City Manager



REPORT TO ECONOMIC DEVELOPMENT & PLANNING COMMITTEE
March 1, 2011

2011-027-03
BROCKVILLE CANADA DAY CELEBRATIONS
APPLICATION FOR FUNDING

S.M. SEALE
CITY CLERK

RECOMMENDATION

THAT Council authorize the City Clerk to submit a funding request to the Department of Canadian Heritage in relation to the Brockville Canada Day Celebrations; and

THAT the City Clerk is hereby authorized to prepare all necessary by-laws and documentation to effect this funding.

PURPOSE

To make application to the Department of Canadian Heritage for funding of the Canada Day celebrations to be held in Brockville.

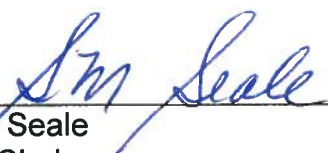
ANALYSIS

The Economic Development department applies annually for funding to off-set some of the cost of the Canada Day celebrations. The events are held at the Courthouse Green and at Blockhouse Island and along the waterfront. The celebration includes new immigrant citizenship recognition, a parade, musical entertainment and fireworks.

The funding application process requires a resolution of Council to authorize the signing of the application.

FINANCIAL CONSIDERATION

The cost of the Canada Day celebrations is \$35,000. The application is being made for \$4,950 in funding which would off-set the cost of the fireworks.




S.M. Seale
City Clerk



D. Paul
Director of Economic Development



D. Cyr
Director of Finance



B. Casselman
City Manager

February 21, 2010

**REPORT TO ECONOMIC DEVELOPMENT AND PLANNING COMMITTEE –
March 1, 2010**

2011-023-03

ECONOMIC DEVELOPMENT ADVISORY TEAM

**DAVID C. PAUL
DIRECTOR OF ECONOMIC DEVELOPMENT AND TOURISM**

RECOMMENDED

THAT the Economic Development and Planning Committee recommend to Council the endorsement in principle of the four economic development directions that have been prioritized by the Economic Development Advisory Team (EDAT) as noted in Schedule A (attached), and namely;

- University Attraction
- Lifestyle Development and Attraction
- Waterfront Development
- Manufacturing Recruitment and Retention, and further;

THAT the individual task groups continue with the refinement of business cases associated with these prioritized directions and report back to Council on detailed plans and required human and financial resources for execution.

PURPOSE

To mobilize a team of local champions for the purpose of identifying and prioritizing economic development directions and related resources to assist the Economic Development Office in the overall implementation of the Economic Development Strategy of 2010.

BACKGROUND

The Economic Development Strategy prepared by WCM Consulting Inc. recommended the formation of an advisory team for the purposes of driving the agenda of the Economic Development Strategy in specified areas of community economic development based on the metrics identified in the Economic Investment Action Case (EIAC).

- Concept of “champions” was the focus of this particular strategy on structure as a viable means to ensure the drivers of community economic development programming for both identified and committed in meeting certain targets and benchmarks associated with fostering future economic development growth and sustainability.
- The document focused on specific program deliverables in specific areas of:
 - Retention, Expansion and Aftercare
 - People Attraction / Telecommunications
 - Tourism Marketing
 - Entrepreneurship Attraction & Development
 - Workforce Development / Human Capital Focus
 - Supply Chain Development
- The economic development office would provide a limited coordination and support function with the various teams.
- Specific economic development key performance measures and benchmarking, is to be established by the teams and the need for an EIAC (Economic Investment Action Case) to be developed for presentation to committee/Council for needed resources and budget considerations.
- In the summer of 2010, 9 members were recruited for the EDAT represented by the following members;
 - Don Heron, Chair
 - David Keenleyside
 - Ian McFall
 - Jag Chawla
 - Kevin Beattie
 - Lucas Pearson
 - Sharon Jordan
 - Sueling Ching
 - Tom Russell
- EDAT Commenced meetings in the fall of 2010 and prioritized the four directions as stated earlier.
- The intent of membership of the four directions would be the recruitment of approximately ten persons per team to assist in the execution of the activities associated with the four directions.

ANALYSIS

The formation and engagement of an Economic Development Advisory Team provides much needed external resources to enable implementation on several initiatives identified through the community information functions and the subsequent recommendations in the Economic Development Strategy

- The quality and energy of champions recruited to date will undoubtedly provide a beneficial sounding board on a number of initiatives associated with community economic development.
- The strong networking and relationship connections of both EDAT and the supporting task teams will ensure the momentum continues on several initiatives being touted by community leaders.
- EDAT provides a useful tool for the EDP/Council in terms of opinion/recommendations on various/projects being presented conceptually for the City of Brockville
- The four initial directions presented by EDAT are part of the Economic Development Strategy and are considered appropriate projects to commence the process of the Economic Development Strategy.

POLICY IMPLICATIONS


None at this time.

FINANCIAL CONSIDERATIONS


None at this time. Human and financial resources will be identified in subsequent business case presentations.

CONCLUSION

The advisory team addresses the intent and recommendation of the City's Economic Development Strategy.



D. Paul
Director of Economic Development

D. Cyr
Director of Finance

B. Casselman
City Manager

ECONOMIC DEVELOPMENT ADVISORY TEAM (EDAT)
DRAFT COPY – February 4, 2011

POSITION PAPER: SATELLITE UNIVERSITY ATTRACTION

PROPOSAL:

To attract interest from existing Canadian Universities to establish a satellite campus in the City of Brockville in cooperation with St. Lawrence College.

BACKGROUND:

- Some universities have established satellite campuses in small communities based on capacity issues at their main location.
- Preliminary inquiries have confirmed interest by universities to continue this process
- Confirmation received from St. Lawrence College to assist with the investigative research and agreement on the benefits to community
- A concerted effort will be required to identify the viability of the initiative and the required process for success
- A university presence would address the youth retention and demographic imbalance identified in the economic strategic plan

ALIGNMENT TO STRATEGIC PLAN/OTHER REPORTS:

- City Corporate Plan 2009
- City of Brockville Strategic Economic Plan 2010

ACTIVITIES:

- Report development on proposed university attraction
- Research existing satellite universities in small communities

PROCESS:

- Secure council endorsement on concept
- Identify team members for task group
- Engage St. Lawrence College

KEY PERFORMANCE INDICATORS (KPI) TRACKING

- Level of University interest
- Funding access for research

BUDGET REQUIREMENTS: To be determined

ECONOMIC DEVELOPMENT ADVISORY TEAM (EDAT)
DRAFT COPY – February 4, 2011

POSITION PAPER: LIFESTYLE AND PEOPLE ATTRACTION

BACKGROUND: *(paper prepared earlier which includes the following program outline and rationale)*

- To propose an enhanced approach to Brockville's Economic Development marketing by promoting "Lifestyle Marketing" of Brockville the City of the 1000 Islands as an ideal place to live
- To support the new product development and destination development of Brockville with said "Lifestyle" marketing initiatives as suggested by the City's Economic Development Department
- To feature Brockville as a vibrant riverfront community that is the best choice for quality living in the center of it all in the 1000 Islands

Marketing Objectives:

- To promote the attributes of Brockville the City of the 1000 Islands brand through strategic advertising to targeted audiences searching for a high quality of life standard
- To further Brockville the City of the 1 000 Islands destination development Economic Development Plan by positioning Brockville the City of the 1000 Islands as a domestic and 1000 Islands International icon that offers unique products and experiences to its community
- To represent, communicate and position Brockville the City of the 1000 Islands as a unique place to live with all levels of government, media, businesses and individuals

Mission Statement

To share the beauty and the magic of living in Brockville the City of the 1000 Islands' by extending our market reach, by increasing awareness of our river community paradise and to invite others to come enjoy life with us.

Vision Statement

By bringing people to live in Brockville the City of the Thousand Islands our community will flourish and become the new "Gilded Age"; where quality of life abundance contributes to the prosperity for all its residents.

KEY MESSAGING:

- Situated in the famous world 1000 Islands tourist area. ~ High quality of life standards in a unique historic setting. ~ Brockville offers the world's best fresh water diving.
- Home to world class rowing.
- 16 Islands, 38 parks, 2 arenas, 10 athletic fields ~ 6 Golf Courses
- 6 Fitness Clubs
- Stunning historic and restored playhouse/arts center with world class entertainment
- Most outstanding waterfront in the 1000 Islands with top notch harbour ~ Several daily VIA Rail connections to Montreal, Toronto and Ottawa.
- Quality Senior Services and Homes

Positioning:

For many years the city of Kingston has promoted themselves as Kingston and the 1000 Islands. In truth, Kingston cannot provide an authentic 1000 Islands lifestyle, they are not located near enough to the multitude of islands that makes us famous. They have two islands, Wolfe Island and Howe Island that are as large as 30 km in size.

The reality is that Brockville is the City in the Center of the 1000 Islands and the St. Lawrence Seaway and owns 16 islands for recreational purposes for it's residents. Moreover, as the City of the 1000 Islands we are ideally positioned close to our target markets, Ottawa and Montreal just one hour and 2 hours away respectively.

Methodology and Process:

- Market focus is primarily to consumers and the media.
- Communicate with audiences by way of networking, public speaking (seminars) and campaign tactics.
- Work with Brockville Tourism to promote our lifestyle branding.
- Ensure City Economic Development Department follows up with fulfillment pieces and follow up calls where needed.
- Evaluation of all marketing efforts will be implemented to measure return on investment of each campaign.

Target Geographic Markets

Montreal population 3,720,000 Ottawa population 1,146,790

Target Demographic Markets**Activities:**

1. PRINT ADVERTISING
2. SEMINARS-Golf Clubs, Yacht Clubs, Public invitation, etc.
3. DIRECT MAIL
4. BILLBOARDS
5. TRANSIT
6. FULFILLMENT PIECES
7. PUBLICATIONS AND COLLATERAL
8. CONSUMER SHOWS
9. INDUSTRY REPRESENTATION
10. INTERNET MARKETING
11. MEDIA RELATIONS
12. VISITOR'S CENTER
13. COMMUNITY OUTREACH

With a 1000 Islands brand regional effort, funding may be available through the 1000 Islands Community Development Corporation Eastern Ontario Development Program.

Expected Results:

Increased relocation by target markets to Brockville the City of the 1000 Islands is expected as a result of this campaign. Its success will subsequently generate spending/revenues to our community and ultimately will lead to increased product development, new festivals and overall destination development for the city.

KEY PERFORMANCE INDICATORS (KPI) TRACKING

- Housing starts
- Real Estate transactions
- Apartment Vacancies
- Condo Sales
- Welcome Wagon
- New Comer stats

BUDGET REQUIREMENTS: To be determined

ECONOMIC DEVELOPMENT ADVISORY TEAM (EDAT)
DRAFT COPY – February 4, 2011

POSITION PAPER: WATERFRONT DEVELOPMENT

PROPOSAL:

To assemble a waterfront action team to spearhead initiatives towards revitalization of the community's waterfront and channeling recommendations through EDAT and EDP committees.

BACKGROUND:

- Several waterfront development projects have been identified in a number of City documents/reports towards enhancing the social and economic contributions of Brockville waterfront and rejuvenation of downtown core - waterfront
- The OP process confirmed the interest of residents for a continued focus toward planning development of the waterfront

ALIGNMENT TO STRATEGIC PLAN/OTHER REPORTS:

- Anchor Attraction Report
- Chamber of Commerce Waterfront Governance Report
- Corporate Plan 2009
- City of Brockville Strategic Economic Plan 2010
- Waterfront Development Plans – 1990's-2000's

ACTIVITIES:

- Secure council endorsement on concept
- Identify team members including the Chamber and DBIA

PROCESS:

- Secure Council's commitment and priority on waterfront development
- Assemble committed team members
- Prioritize projects for recommendation
- Complete financial requirement and identifying all financial assistance sources

KEY PERFORMANCE INDICATORS (KPI) TRACKING

- To be determined

BUDGET REQUIREMENTS:

- To be determined

ECONOMIC DEVELOPMENT ADVISORY TEAM (EDAT)
DRAFT COPY – February 4, 2011

POSITION PAPER: MANUFACTURING

PROPOSAL:

To establish Brockville Investment Retention Squad (IRS) for the purpose of support for the Economic Development Office and growing existing firms.

BACKGROUND:

- Informal meeting conducted with about 10 manufacturers who expressed commitment to act in an advisory capacity for investment attraction and business retention programming.
- Expression of active participation demonstrated
- Terms of Reference still to be developed
-

ALIGNMENT TO STRATEGIC PLAN/OTHER REPORTS:

- Corporate Plan 2009
- City of Brockville Strategic Economic Plan 2010

ACTIVITIES:

- Ambassadors
- Coordination for inbound investment mission
- Linkages to immigration team
- Marketing and promotional plan development
- Human capital development
- Value chain connections

PROCESS:

- Secure Council's endorsement
- Terms of Reference
- Execution

KEY PERFORMANCE INDICATORS (KPI) TRACKING

- Assessment growth
- Employment generation and retention
- Trade enhancement
- Ambassadors committed #'s

BUDGET REQUIREMENTS: To be determined