



Economic Development and Planning Committee

Tuesday, September 3, 2013, 5:30 pm.
City Hall, Council Chambers

Committee Members

Councillor M. Kalivas, Chair
Councillor J. Baker
Councillor T. Blanchard
Councillor M. McFall
Mayor D. Henderson,
Ex-Officio

Areas of Responsibility

Economic Development
Planning
Chamber of Commerce
DBIA
Heritage Brockville

Economic Development
Advisory Team
Museum Board
Library Board
Arts Centre
Tourism

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COMMITTEE AGENDA

DISCLOSURE OF INTEREST

DELEGATION(S) AND PRESENTATION(S)

Nil.

CORRESPONDENCE

Nil.

STAFF REPORTS

- 3 - 4 1. 2013-100-09
Façade Improvement Grant Program and
Residential or Commercial Conversion/Rehabilitation
Grant Program Uptake

THAT Council receive Report 2013-100-09 for information purposes.

- 5 - 12 2. 2013-097-09
Revised Policy
City Property Transactions

THAT the Economic Development and Planning Committee recommend to Council the endorsement on the revised policy of the process associated with City property transactions inclusive of the revised Purchase of Sale Agreement.

NEW BUSINESS - REPORT FROM MEMBERS OF COUNCIL

Nil.

CONSENT AGENDA

ADJOURNMENT

THAT the Economic Development and Planning Committee adjourned its meeting until the next regular meeting scheduled for October 1, 2013.

27Aug2013

REPORT TO ECONOMIC DEVELOPMENT PLANNING COMMITTEE – 3 SEPT 2013

2013-100-09

**FAÇADE IMPROVEMENT GRANT PROGRAM AND
RESIDENTIAL OR COMMERCIAL CONVERSION/
REHABILITATION GRANT PROGRAM UPTAKE**

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

RECOMMENDATION:

THAT Council receive Report 2013-100-09 for information purposes.

PURPOSE:

To provide information on the uptake respecting the Façade Improvement Grant Program as well as the Residential or Commercial Conversion/Rehabilitation Grant Program.

BACKGROUND:

In 2012, City Council revised the Downtown Community Improvement Plan to include two new incentive programs, the Façade Improvement Grant Program as well as the Residential or Commercial Conversion/Rehabilitation Grant Program. Funding in the amount of \$80,000.00 was approved through the 2013 Budget process for implementation. Information on new programs has been made available by the City in a direct mail out to downtown property owners, on the City website, through verbal promotion, and in partnership with the DBIA and Chamber of Commerce.

According to the Program Guidelines, applications are to be accepted from February 1st to May 31st of each year. With each application, an estimate of cost is to be provided for proposed works. Once the applications are reviewed and deemed complete by staff, actual quotes are needed to be supplied by applicants to refine the estimated grant monies that would be allocated to each project. For eligible projects, draft Funding Agreements are prepared, detailing the obligations to be met by the applicant to secure funding.

Upon completion of the work, applicants are to submit details on actual costs via paid invoices or receipts which will be used to confirm grants payable. These receipts may or may not change the monies granted to each property (provided the property is not already being granted the maximum available).

ANALYSIS

Façade Improvement Grant Program (FIG)

The Façade Improvement Grant Program provides the potential for property owners who undertake a project, with a minimum overall project cost of \$2,000.00, to be eligible for program assistance of 50% of eligible costs to a maximum grant of \$10,000.00 per property, except for corner properties which may be eligible to receive a grant of up to \$20,000.00. The eligible work must improve the façade, or part thereof, of a building in the Priority Area 1 through restoration, repair or replacement of various elements of the façade.

Applications were accepted from February 1st to May 31st of 2013. A total of six (6) applications were received, five (5) of which have received conditional approval. The five (5) properties include:

<u>Address of Property</u>	<u>Conditional Grant Amount</u>
87, 89, 91, 93 King Street West	\$1,480.00
32-34 King Street West	\$4,150.00
234 King Street West (Corner Lot)	\$20,000.00
9 & 11 Broad Street	\$8,846.00
26 King Street West	\$7,500.00

Residential or Commercial Conversion/Rehabilitation Grant Program (RCCR)

The program provides for assistance to property owners who undertake a project, with a grant equal to 50% of the costs for space rehabilitated up to a maximum \$20,000 per property.

Applications were accepted during the same time frame as the Façade Improvement Grant Program, from February 1st to May 31st of 2013. A total of two (2) applications were received and have been granted conditional approval. The two (2) properties are:

<u>Address of Property</u>	<u>Conditional Grant Amount</u>
90 King Street West	\$20,000.00
26 King Street West	\$8,319.00

FINANCIAL CONSIDERATIONS:

Grants payable once work is completed will be based on submission of receipts for eligible costs, and upon execution of a Funding Agreement between the applicant and the City.

CONCLUSION:

The Façade Improvement Grant Program and the Residential or Commercial Conversion/Rehabilitation Grant Program are new incentives and have contributed to increased interest in rehabilitation of our downtown building stock.



Andrew McGinnis, MCIP, RPP
Planner II



M. Pascoe Merkley, MCIP, RPP
Director of Planning



B. Casselman
City Manager

August 29, 2013

**REPORT TO ECONOMIC DEVELOPMENT AND PLANNING COMMITTEE –
September 3, 2013**

2013-097-09

REVISED POLICY - CITY PROPERTY TRANSACTIONS

DAVID C. PAUL

DIRECTOR OF ECONOMIC DEVELOPMENT AND TOURISM

RECOMMENDATION

THAT the Economic Development and Planning Committee recommend to Council the endorsement on the revised policy of the process associated with City property transactions inclusive of the revised Purchase of Sale Agreement.

BACKGROUND

City Property Transactions- Revised Internal Process Policy

Transactions That Comply With City Zoning

1. Economic Development Office (EDO) and purchaser agree to all conditions and covenants associated with the sale/acquisition transaction. The economic development office will secure completed Form A (note attachment) confirming details including seller/purchaser's solicitor and proposed date of closure. Any changes in covenants will require Council approval. Often there are minor changes to the covenants to reflect the nature of the specific industrial development.
2. EDO receives formal agreement of sale from purchaser encompassing points of agreement in **Attachment A**, including deposit of a minimum of \$1000.00. Copy of agreement forwarded to City solicitor to ensure conformity to negotiated agreement and offer advice if required to protect interest of City.
3. EDO presents property transaction recommendation to the Economic Development Planning committee at an closed meeting. City Solicitor may attend depending on complexity of the subject proposed project. Copy of property transaction form circulated to Clerk, Lawyer and City Manager.
4. EDO advises the seller/purchaser in two days following EDP meeting on the acceptance/denial/changes to the earlier agreed recommendation. EDO will confirm agreement with the client prior to the final submission to council for ratification.

5. EDP recommendation on property presented to closed council meeting for ratification and assuming no changes to the document, proceed to open council for bylaw approval at next Council meeting.
6. EDO advises client the following day after a council meeting on the outcome of the recommendation and forwards the letter with attached directive the same day noting outcome and point of contact being the clerk's office for processing.
7. Clerk's office will respond to Purchasers within two working days following the council meeting acknowledging the transaction and ensuring that all documentation is forwarded to the City Solicitor's office by Friday.
8. The City Solicitor to initiate the process for closure within five working days of council ratification.

Transactions That Do Not Comply With City Zoning

1. The EDO will introduce project concept for review with City Manager, the Planning Department and City Solicitor and copy to all city departments on potential impacts, process and additional research or peer review required prior to introduction to EDP at closed meeting.
2. City may wish to securing external review or research necessary to validate the appropriateness of the proposed project for the community and the alignment to the community's strategic direction. Costing of such reviews to be negotiated with purchaser pending the level and extent of the required assessment.
3. EDO will communicate in a timely manner response to the additional requirements to ensure business speed considerations to client's proposed acquisition and development.
4. EDO introduces proposed transaction to EDP at closed meeting with participation of both Planning and City Solicitor pending on the complexity of the project.
5. Pending favourable consideration by EDP, the process will continue as per the standard city property transaction process with the exception of the required planning and rezoning requirements for public notice and statutory meetings.
6. The revised covenant will provide the necessary protection for the Council on the rezoning being considerate of the public inputs and additional assessment as part of the process.

FINANCIAL CONSIDERATION

There is no direct costing associated with the current recommendation.

D. Paul
Director of Economic Development



D. Dick, CA
Director of Corporate Services



B. Casselman
City Manager



**The Corporation of the
City of Brockville**

Property Transaction

BUYER:

Full legal name(s) of Buyer(s)

Address

Telephone Number:

Buyer's Solicitor /name, address and phone number

**REAL PROPERTY:
(the "property")**

Address

(Legal description of land including easements not described elsewhere)

PIN #

ESTIMATED NUMBER OF ACRES:

..... Acres

(The exact acreage shall be determined upon completion of the survey.)

PRICE (PER ACRE): dollars (CDN\$) per acre

PURCHASE PRICE: dollars (CDN\$)

DEPOSIT: dollars (CDN\$)

The deposit to be held in trust without interest pending completion or termination of an Agreement of Purchase and Sale by the Solicitor for the City of Brockville and to be credited toward the Purchase Price on completion.

IRREVOCABILITY: This Offer shall be irrevocable by Buyer until a.m./p.m. on the day of, 20, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

COMPLETION DATE: The Agreement of Purchase and Sale be completed by no later than 4:30 p.m. on the day of, 20,

GST: This transaction is subject to Harmonized Sales Tax (H.S.T.), and shall be in addition to the Purchase Price.

TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the day of, 20, (Requisition Date) to examine the title to the property at his own expense.

INITIALS OF BUYER(S):



INITIALS OF SELLER:



City of Brockville
Property Transaction

BUYER:

In addition to the standard conditions applicable to the Ontario Real Estate Associations Agreement of Purchase and Sale, the Buyer hereby agrees to the following additional conditions, where indicated by initialing, to be included on Schedule A to the Agreement of Purchase and Sale to be prepared by the Solicitor for the City of Brockville;

1. The Seller takes no responsibility for the soils, drainage or requirement for fill to meet the requirements of the Seller for its permitted uses or to comply with any statute or by-law either municipal, provincial or federal. Further the Seller takes no responsibility for the actual existence of rights-of-way, ditches, underground streams, gas lines, pipelines, of any kind whatsoever or for the necessity to move or replace any of the foregoing or to fill them or otherwise deal with them. The costs related to the foregoing or the need for the foregoing or the providing of any services whatsoever to the site unless otherwise specifically referred to herein shall be borne by the Buyer.

Schedule A, Clause 1
Initials of Buyer

2. The Buyer or his/her/its Agent warrants that the lands are being purchased for his/her/its own use for industrial purposes and not for speculative purposes.

Schedule A, Clause 2
Initials of Buyer

3. The Seller agrees to secure and provide at the expense of the Buyer, a registrable description and three (3) copies of a plan of survey of the said parcel prepared by an Ontario Land Surveyor. The description and plan shall show the acreage of the parcel to three (3) decimal points and the purchase price herein shall be calculated on the basis of such acreage.

Schedule A, Clause 3
Initials of Buyer

4. The deed shall be prepared and registered by the Buyer at his own expense.

Schedule A, Clause 4
Initials of Buyer

5. The Buyer shall ensure that the gross floor area of the building(s) to be constructed on the subject lands within one (1) year of the date of closing comprises at least twenty-five percent (25%) of the developable area of the subject lands.

Schedule A, Clause 5.....

INITIALS OF BUYER(S):



INITIALS OF SELLER:



City of Brockville
Property Transaction

BUYER:

6. The Buyer agrees that the Seller shall have the right to repurchase the property at ninety percent (90%) of the original purchase price within one (1) year of the date of closing and at eighty percent (80%) of the original purchase price within two (2) years from the date of closing should a development project not proceed.

The Buyer shall forthwith re-convey the subject lands to the Seller free and clear of all encumbrances, including all mortgages and liens. The Buyer shall secure and register such Discharges and Releases as are required at his own expense and shall forthwith deliver vacant possession of the subject lands to the Seller.

This right and option shall be exercised by letter delivered personally or by registered mail by the Seller to the Buyer after the expiration of the one (1) year or two (2) year period.

Schedule A, Clause 6
Initials of Buyer

7. The Buyer agrees that the Seller shall have first right of refusal to repurchase any surplus vacant portion of the property at market value for a period of three (3) years from the date of closing, prior to the Buyer offering such surplus vacant portion of the property to any other persons.

The Buyer shall forthwith re-convey the subject lands to the Seller free and clear of all encumbrances, including all mortgages and liens. The Buyer shall secure and register such Discharges and Releases as are required at his own expense and shall forthwith deliver vacant possession of the subject lands to the Seller.

This right and option shall be exercised by letter delivered personally or by registered mail by the Seller to the Buyer after the expiration of the three (3) year period.

Schedule A, Clause 7

INITIALS OF BUYER(S):



INITIALS OF SELLER:



City of Brockville
Property Transaction

BUYER:

Initials of Buyer

8. The Buyer covenants and agrees that the following restrictions and covenants shall apply to and be binding upon the Buyer, his or its heirs, executors, administrators, successors, and assigns and subject to the provision of this paragraph contained, the said restrictions and covenants shall run with the land.

Schedule A, Clause 8
Initials of Buyer

9. The parties acknowledge that if rezoning is required the Agreement of Purchase and Sale is conditional upon the rezoning of subject lands. The City can use its unfettered discretion to approve or not approve the rezoning of the subject lands.

Schedule A, Clause 9

By signing this document the Buyer hereby agrees that conditions as agreed upon in this document shall be included in the Agreement of Purchase and Sale to be prepared by the Solicitor for the Corporation of the City of Brockville.

IN WITNESS WHEREOF the Buyer has hereunto set its hand and seal this _____ day of _____, 20 ____.

SIGNED, SEALED AND DELIVERED
In the presence of

Buyer:

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)
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)
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Per: _____

Per: _____

The Corporation of the City of Brockville

Per: _____

David C. Paul
Director of Economic Development

City of Brockville
Property Transaction

BUYER:

INITIALS OF BUYER(S):



INITIALS OF SELLER:

