
Committee Members

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

Areas of Responsibility

Economic Development
Planning
Chamber of Commerce
DBIA
Heritage Brockville

Museum Board
Library Board
Arts Centre
Tourism

AGENDA

Page

DISCLOSURE OF INTEREST

DELEGATION(S) AND PRESENTATION(S)

- 3 - 13 1. 2013 EuroMAB International Biosphere Conference
 Mr. Gary Clarke

Mr. Clarke will to speak to the Committee regarding his support for Brockville's Bid to host the 2013 EuroMAB International Biosphere Conference.

CORRESPONDENCE

Nil

STAFF REPORTS

- 14 - 18 1. 2012-178-11
 Renewal of Pound Contract

THAT the Corporation of the City of Brockville enter into a two year contract with "Sally's Bed and Biscuit" at 840 Stewart Boulevard to continue its relationship as Pound Keeper for the City.

19 - 51

2. 2012-179-11
Adoption of Amendments to the Community
Improvement Plan for Downtown Brockville

THAT Amendment No. 3 to the Community Improvement Plan for Downtown Brockville be adopted, to add two (2) new programs, being the Façade Improvement Grant Program and Residential or Commercial Conversion/Rehabilitation Grant Program, and to modify the Tax Increment Equivalent for Rehabilitation and Redevelopment (TIERR) Grant Program to raise minimum construction value to Fifty Thousand Dollars (\$50,000.00) for eligible projects generating additional employment or residential capacity; and

THAT the Building and Plumbing Permit Fee Grant Programs available under both the Downtown and Brownfields Community Improvement Plans not be offered beyond December 31, 2012; and

THAT all other Downtown and Brownfields Community Improvement Plan Programs be offered until December 31, 2015; and

THAT the Priority Area No. 1 boundary under the Downtown CIP be reaffirmed.

NEW BUSINESS - REPORT FROM MEMBERS OF COUNCIL

Nil

CONSENT AGENDA

MOTION TO MOVE INTO CLOSED SESSION

THAT pursuant to Municipal Act, 2001, Section 239 Sub. 2 (c), Committee resolve itself into closed session to consider:

- 1. a proposed or pending acquisition or disposition of land by the municipality or local board.*

REPORT OF THE COMMITTEE OF THE WHOLE IN-CAMERA

THAT the Committee rise from Committee of the Whole, In Camera without reporting.



Member/membre

Directors

Officers

Dann M. Michols
Chair

Louise Mantha
Secretary

Gary Clarke
Past Chair

Don Ross
Exec. Director

Sarah Matheson
Assistant Exec. Director

Directors at Large

Andrew Graham

Elizabeth Savill

James Lolley

John MacLeod

Celia Medcalf

Jane Topping

Institutional Representatives

Doug Bickerton
Catawaqui Region
Conservation Authority

Jeff Leggo
Parks Canada

Jennifer Tarini/
Lou Seiler
St. Lawrence Parks
Commission

Martin Streit
Leeds & Grenville
Stewardship Council

Peter Dawson
Ontario Parks

October 11, 2012

Mr. David Paul,
Director, Economic Development
City of Brockville
1 King Street W, Brockville

Re: Bid to host EuroMAB 2013 & International Sustainable Tourism Event in Brockville

Dear David,

Further to our discussion of several months ago, we have received on October 6th, an invitation to submit by November 2nd, a bid to host the EuroMAB 2013 biennial conference plus a final day on Sustainable Tourism, including the possible establishment in Brockville of an International Centre for Rural Resilience. The event would involve approximately 100 international participants for 4 days. We are soliciting support and participation from a number of key partners, including the City of Brockville.

Our proposed conference location, Brockville, in proximity to Ottawa, and to several international airports, midway between Toronto and Montreal on the major passenger rail corridor, and highway 401, in a region with two UNESCO designations (Biosphere Reserve and Rideau World Heritage Site) and a National Geographic Geotourism site (9th in the world), make us a strong contender for this international event.

The event would be focused on the work of our Biosphere Reserve but would offer an opportunity for the counties to highlight their work on what is apparently the largest ICSP undertaken in Canada. We also will provide opportunity for the 15 other Canadian Biospheres to summarize their initiatives concerning sustainable rural community development. Sessions will be held primarily at the exciting new Aquatarium project in Brockville, but the group will move throughout the biosphere area.

Part of the rationale for bringing the event to the Aquatarium and Brockville is to utilize the EuroMAB 2013 event to facilitate discussion amongst biospheres internationally of a proposal currently under discussion amongst Queens University, the Canadian Biosphere Reserves Association and the Fuller Group (the developer involved in the Aquatarium) for the creation of an International Centre for Rural Resilience on a site adjacent to the Aquatarium.

To submit a formal bid by November 2nd, we are obliged to outline the participation in the event by federal, provincial, and municipal governments, the private sector and NGOs, both in terms of active participation in the event and in terms of financial contributions.

We currently are budgeting for the following levels of participation:

Federal	\$25, 000
Provincial	\$12, 500
Municipal	\$10, 000
Private Sector	\$25, 000
NGOs	<u>\$12, 500</u>
	\$85, 000

The private sector contribution has already been confirmed at \$25, 000. We would suggest that Brockville act as a sponsor of the opening lunch on Monday October 7th, and that the city be provided with an opportunity to speak about its interest in Sustainability Planning and in Sustainable Tourism. We suggest that a \$5, 000 participation would cover this costs and make a small contribution to the overhead costs of the event.

Our agenda will generally follow the pattern of previous EuroMAB events.

See websites: www.euromab2011.se and www.unesco.org/mab/euromab/slovakia_prog.pdf

The typical 3 day EuroMAB agenda will be supplemented by a 4th day for detailed discussion of sustainable tourism initiatives by Canadian Biospheres, and for discussion of possible EuroMAB participation in an International Centre for Rural Resilience, as described previously in this document, and to be located in Brockville.

Please find attached:

1. Terms of Reference for the EuroMAB Network
2. Preliminary Program- EuroMAB 2013
3. Preliminary Budget- EuroMAB 2013

In view of the very tight time frame to assemble our bid by November 2nd, 2012, it would be greatly appreciated if you would carry this proposal to Brockville County Council on our behalf. Should we be the successful bidder, the conference will bring significant attention and benefits to this region, and open the door for the City of Brockville to become an international focal point for the encouragement of Rural Resilience.

Yours truly,

Gary Clarke,
Past Chair, Frontenac Arch Biosphere



Canadian
Biosphere
Reserves Association
Association
canadienne des
réserves de la
biosphère

EuroMAB 2013

Draft Agenda

Monday October 7th

7:00-9:00	Breakfast
9:00-10:00	Registration
10:00-12:00	Plenary Session- Opening of EuroMAB 2013 Conference
12:00-1:00	Lunch
1:30-3:00	Plenary Lectures
3:00-3:30	Coffee break
3:30-4:30	Biosphere Reserve Activities in Canada
4:30-5:30	Honourable John Baird Conference Chair, "Canadian Successes"
5:30-6:30	Reception
6:30	Canadian Welcome Dinner

Tuesday October 8th

7:00-9:00	Breakfast
9:00-10:00	Plenary Session
10:00-5:00	Parallel Thematic Workshops <ol style="list-style-type: none"> 1. Sustainable Tourism 2. Biodiversity in Spatial Planning and Land Use 3. Education for Sustainable Development 4. Procurement/Purchasing for Biosphere Reserves 5. Biosphere Information Systems 6. Renewable Energy and Biodiversity 7. Forest for People 8. Cooperation between Coastal Protected Areas and Surrounding Societies 9. Sustainable Food Production 10. NordMAB
5:50-6:30	Reception
6:30-8:00	Dinner- hosted by the Province of Ontario
9:00	Film

Wednesday October 9th

7:30-9:00	Breakfast
9:00-10:00	Plenary Session
10:00	Bus Depart for Biosphere Tour
10:45-1:30	Boat Tour of 1000 Islands and lunch on board
1:30	Bus Tour of local producers and attractions
5:30-8:30	Dinner in the Counties- The Flavours of the Biosphere and local entertainment

Thursday October 10th

7:30-9:00	Breakfast
9:00-10:30	Queens University lead discussion on International Centre for Rural Resilience and linking the work of EuroMAB Biospheres.
10:30-11:00	Coffee break

OPTIONAL PROGRAM SESSION

11:00-11:15	Chairs Welcome, The Great Waterway Region
11:15-12:30	Biospheres and the Creation of Regional Models of Sustainable Tourism in Canada. The results of a SSHRC Project, Opportunities, Challenges and Best Practices presented by project members.
13:20-1:00	Lunch
1:00-2:00	Presentation- Erika Harms, Executive Director, Global Sustainable Tourism Council, "Accrediting Tourism Businesses and Regions"
2:00-3:30	Panel of Sustainable Tourism Experts. "Is there really a market for sustainable tourism experiences?"
3:30-4:00	Coffee break
4:00-5:30	How can Biospheres, Tourism Associations, Industry members and Governments work together to exploit markets for sustainable tourism?
5:30-6:30	Reception
6:30	Dinner hosted by Canadian Tourism Commission or Ontario Tourism Marketing Partnership or Ontario Ministry of Tourism



Canadian
Biosphere
Reserves Association
Association
canadienne des
réserves de la
biosphère

EuroMAB 2013 **Preliminary Budget**

Overhead Expenses

Coordination (6 months)	\$20,000
Telephone	\$1,500
Website	\$9,000
Printing	\$3,500
Translation	\$3,000
Travel	\$1,800
Office	\$1,500
Event Insurance	\$1,000

Dinners

Monday October 7	\$12,500
Tuesday October 8	\$10,000
Wednesday October 9	\$7,500

Other

1000 Islands Boat Tour w/ lunch	\$2,000
Biosphere Bus Tour (3 buses)	\$2,000
Daily Transportation	\$3,000
Meeting room rentals	
Day 1	\$1,500
Day 2	\$1,200
Day 3	
Day 4	\$1,000
Speaker travel	\$3,000

Total \$85,000

Budget Notes

1. Conference participants will cover the full cost of travel to and from Brockville, their costs of accommodation and breakfasts and some lunches, and the costs of preparing their presentations to any workshops in which they are involved.
2. Day 4- Thursday October 10th the EuroMAB conference will officially terminate at 11:00AM. The sessions on Sustainable Tourism will be open for participation of EuroMAB members and to members of the tourism industry at an additional fee to be determined.
3. The Frontenac Arch Biosphere has until October 25th to raise the sum of \$50, 000 as a condition of being eligible to bid on the hosting of EuroMAB 2013 in Brockville. After being accepted as the successful bidder, the host will have a further 90 days to raise an additional \$35, 000 to cover all costs. The successful bidder is fully responsible for all conference costs.

Terms of Reference for the EuroMAB Network

To share – To decide – To act

-Version for comments-

July 15, 2011



Organisation
des Nations Unies
pour l'éducation,
la science et la culture

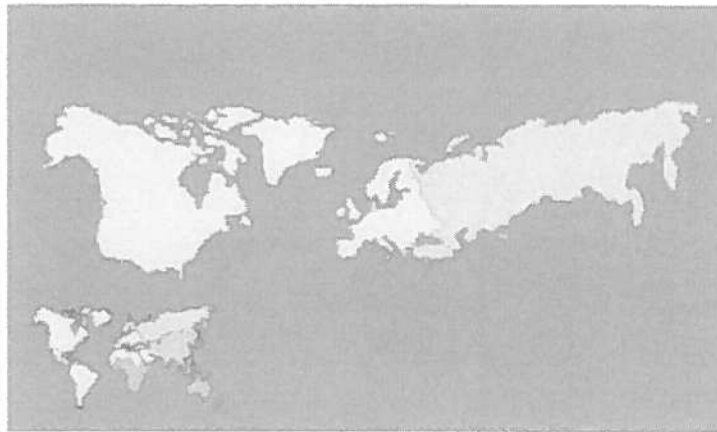


Programme
sur l'Homme
et la biosphère

INTRODUCTION - NETWORKING FOR EXCELLENCY

The EuroMAB Network is made up of all Member States of Europe and North America (see Member States in Annex 1) which participate in the Man and the Biosphere (MAB) programme and in the World Network of Biosphere Reserves (WNBR) of UNESCO (United Nations Educational, Scientific and Cultural Organization). The Europe and North America region is presented here using the United Nations own definition. Bringing together almost half of the WNBR sites, as well as the MAB national committees of 52 countries, scientists and experts, the EuroMAB Network is a platform for exchange between the Member States who imagine and act in order to allow sustainable development to become a real option and a choice made by society for present and future generations.

One key aspect of the MAB programme is that biosphere reserves (BRs) are regions of economic, social and environmental challenges, made up of men and women who have come forward as actors responsible for the development of their region, who act in favor of sustainable development and who receive UNESCO's designation as recognition of their actions and a permanent source of reflection, innovation and openness. This recognition is taken as an honor, which inspires merit, pride and commitment. The World Network is a powerful group of responsible and committed people, who collectively explore possible paths towards contextualized sustainable development, propose possibilities for cooperation and constitute a living and dynamic library of knowledge, practices and experience to be shared.



EuroMAB, UNESCO

VISION MISSION AND AXES

THE EUROMAB NETWORK VISION (TO BE ADAPTED BY THE COMMUNICATION WORKING GROUP)

To become a network of Member States focused on cooperation, sharing of knowledge and practical experience of sustainable development biodiversity and cultural diversity conservation, and logistic support, being supported by operational biosphere reserves.

THE EUROMAB NETWORK MISSION (TO BE ADAPTED BY THE COMMUNICATION WORKING GROUP)

The EuroMAB Network, on a voluntary and cooperative basis, is a platform for the sharing of knowledge, know-how and experience of sustainable development and a collective tool for the support of sustainable development practices among the various players of the Member States, which compound it.

THE EUROMAB NETWORK STRATEGIC AXES (EUROMAB 2009, REPORT, DOING TOGETHER-LEARNING TOGETHER)

- A : Communication: a key area to raise awareness on BRs, develop a communication strategy
- B : Develop opportunities for BRs to serve as case studies for applying policies and influencing policy change
- C : Learning/education: promote twinning of BRs and schools (all levels), focus on stories/issues not questions, citizen science as education, mutual learning from countries that have BR legislation
- D : Integration of BR concept into sectors (in regional & national development plans)
- E : Climate change as an overarching strategic theme, carbon sinks and global change at the local level
- F : Development (sustainable) at regional scale
- G : Database development to provide access to a wide range of information
- H : Establish thematic groups/networks

MEMBERSHIP

- The members of the EuroMAB Network are the Member States of the Europe and North America region, represented by the MAB National Committees, UNESCO's National Commissions and the biosphere reserves.
- All sorts of individuals and organizations can also become partners (businesses, media, NGOs, universities, etc)

VOTING

- Member States make up the Assembly which meets at least every two years
- Just one vote per Member State present in EuroMAB meetings is attributed (the Member States present form the Assembly). It is up to the Member State to designate the delegate mandated to represent it in the voting process
- Votes can be on strategic axes, priorities, budgets, host countries for EuroMAB meetings, and other issues

EUROMAB MEETINGS

- EuroMAB meetings propose open gatherings to the whole Network and invited partners. It is organized by host member state, with the technical and logistic support of the steering committee and UNESCO Secretariat.
- Meetings are held every two years, preferably in a biosphere reserve of the Network
- A meeting of the Assembly is held at each Network meeting
- The Steering Committee has the technical backing of the Secretariat of the EuroMAB Network, based in the UNESCO MAB in Paris

WORKING GROUPS ON SPECIFIC MATTERS

- The Assembly can decide to set up working groups made of two or more Member States, experts, partners, etc, on a voluntary basis
- These working groups help the Steering Committee with the implementation of activities and strategic axes
- 8 working group have been created in Sweden:

1) Communication /Canada (leader)

2) Education/ Azerbaijan (leader)

Members: Slovenia, Bielarussia, Moldova

3) sustainable tourism: Slovenia and Canada (leaders)

Member: Turkey

4)Ecosystem approach: Czech (leader)

5)Forest : Sweden (leader)

Members: Turkey, Russian Federation

6) NordMAB: Finland (leader)

Members: Russian Federation, Latvia, Sweden, Canada, Norway,

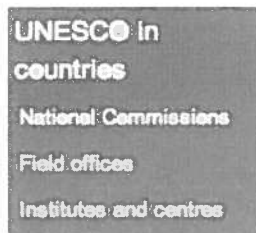
7) Urban sites: Armenia(leader)

8) Branding: Uk (leader to be confirmed)

ANNEXE 1 . STATE MEMBERS

The EuroMAB state members can be found on :

<http://www.unesco.org/new/en/unesco/worldwide/unesco-regions/europe-and-north-america/>



Europe and North America

The Europe and North America region presented here follows the specific UNESCO definition which does not forcibly reflect geography. It refers to the execution of regional activities of the Organization.

- | | |
|--|---|
| • Albania | • Andorra |
| • Armenia | • Austria |
| • Azerbaijan | • Belarus |
| • Belgium | • Bosnia and Herzegovina |
| • Bulgaria | • Canada |
| • Croatia | • Cyprus |
| • Czech Republic | • Denmark |
| • Estonia | • Finland |
| • France | • Georgia |
| • Germany | • Greece |
| • Hungary | • Iceland |
| • Ireland | • Israel |
| • Italy | • Kazakhstan |
| • Latvia | • Lithuania |
| • Luxembourg | • Malta |
| • Morocco | • Montenegro |
| • Netherlands | • Norway |
| • Poland | • Portugal |
| • Republic of Moldova | • Romania |
| • Russian Federation | • San Marino |
| • Serbia | • Slovakia |
| • Slovenia | • Spain |
| • Sweden | • Switzerland |
| • Tajikistan | • The former Yugoslav Republic of Macedonia |
| • Turkey | • Ukraine |
| • United Kingdom of Great Britain and Northern Ireland | • United States of America |
| | • Faroes* |

30 October 2012

REPORT TO ECONOMIC DEVELOPMENT PLANNING COMMITTEE – 06 NOVEMBER 2012

2012-178-11

RENEWAL OF POUND CONTRACT

**M. PASCOE MERKLEY
DIRECTOR OF PLANNING**

RECOMMENDATION:

THAT the Corporation of the City of Brockville enter into a two year contract with "Sally's Bed and Biscuit" at 840 Stewart Boulevard to continue its relationship as Pound Keeper for the City.

PURPOSE:

To provide a recommendation to Council on continuance of a contractual arrangement with "Sally's Bed and Biscuit" to operate a Pound on behalf of the City of Brockville.

ORIGIN AND BACKGROUND:

By-law 7-82, as amended, is a By-law respecting Animal Control within the Corporation of the City of Brockville. Said by-law identifies the need for the City to have a designated Pound where animals running at large can be impounded, and establishes regulations related thereto.

"Sally's Bed and Biscuit" ("Sally's") has acted as Pound Keeper to the City of Brockville since 2006, operating from the premises located at 840 Stewart Boulevard.

In April 2010, the City entered into a two year contract with "Sally's". This contract has expired, and a new contract has been negotiated with "Sally's". The details are described below.

ANALYSIS:

By agreement, the designated Pound Keeper is to operate a Pound under conditions consistent with the *Animals for Research Act*, RSO 1990, c.A. 22, as amended and in accordance with the City's Animal Control By-law. This includes ensuring that impounded animals are kept clean, well-cared for and fed during the time of confinement, and that appropriate records are kept, among other things.

By-law Enforcement Officers of the City and Brockville Police Service have the right to take animals to the Pound on an as required basis. Physical changes at the Pound will allow 24/7 access by officers.

Public access to the Pound for purposes of claiming impounded animals is established, with public access hours specified on six (6) of seven (7) days of the week. New under the terms of the recommended contract is the provision for public access on Wednesdays by appointment only. This is consistent with past practice, even though not specified in the previous contract.

All other terms and conditions of the proposed contract remain unchanged, with the Agreement being recommended for a two (2) year period from the date of its execution, providing for termination by either party by giving written notice at least 60 days in advance (previously 30 days).

A copy of the proposed Agreement is attached to this report as "*Schedule "A"*".

POLICY IMPLICATIONS:

Continuance of a contractual arrangement for Pound services is consistent with the findings under the Service Delivery Review of the City's Animal Control function.

FINANCIAL CONSIDERATIONS:

The fees payable to the Pound Keeper under the previous contract were established at \$1200.00 per month plus HST. The City has also been responsible for additional costs associated with afterhours drop off not specified in the previous contract, and for animal delivery to the SPCA in Ottawa and Kingston.

A new contract has been negotiated, establishing fees of \$1400.00 per month plus HST for all inclusive service to the City. This monthly charge will provide more certainty with respect to costs to the City by eliminating extra billing, while remaining within the budget for Contracted Services associated with the Animal Control function.

CONCLUSION:

It is appropriate for the City to enter into a new two (2) year contract with "Sally's Bed and Biscuit" for Pound Keeping services.



M. Pascoe Merkley
Director of Planning



L. Ferguson
Acting Director of Finance



B. Casselman
City Manager

- f) All animals impounded shall be kept for a minimum of five (5) days, holidays excluded. The Corporation shall attempt to contact the owner of any animal as quickly as possible. If the Corporation is required by law to quarantine an animal for a specified period, the Corporation will pay the additional boarding fees for the quarantine period unless the owner redeems the animal, in which case the owner shall be responsible for additional boarding fees.
- g) Any animal not claimed by the owner shall become the property of the pound and may be adopted, or disposed of according to the Ministry of Agriculture Foods and Rural Affairs Regulations governing Pounds and Animal Control Facilities.
- h) Sally's agrees that any dogs impounded that do not have a current year dog tag shall not be released to the owner or other person until a proper tag is purchased. The Corporation shall provide to Sally's a supply of current year dog tags and a schedule of fees. It shall be the responsibility of Sally's to sell the tags and remit all monies and records of the tags sold, by the 15th of each month.
- i) The Corporation shall be responsible for the cost of all advertising required to be done in pursuance of the By-Law of the Corporation respecting the maintaining of a Pound.
- j) The Corporation shall be responsible for the cost of any charges made by any veterinarian called by Sally's to examine any dog and cat or carcass in the Pound.
- k) The Contractor agrees to provide public relation services during regular hours and provide the public with information relating to animal control.

2. Fees

- a) The Corporation shall pay to Sally's the sum of One Thousand Four Hundred dollars (\$1,400.00) per month (plus applicable taxes) during the term of this Agreement. This amount shall be compensation in full for all services provided for the operation of the Pound, including but not limited to supplying all heat, electric power, such taxes as shall be levied and the costs of food consumed by impounded dogs and cats.
- b) THAT the Corporation agrees that any money collected by the Pound Keeper for the board shall belong to the Pound Keeper. The Corporation will not be responsible for any costs for animals claimed by their owner or if the animal is adopted.

3. Liability and Insurance

- a) The Corporation shall indemnify and save harmless Sally's from any loss suffered by reason of the destruction or other disposition of any dog or cat while

it is being held in the Pound, saving and excepting the unlawful destruction or disposition of any dog or cat.

- b) The Contractor shall maintain and pay for Comprehensive General Liability Insurance, including coverage for all operations as pound keeper. This insurance coverage shall be subject to limits of not less than two (2) million dollars inclusive per occurrence for third party Bodily Injury and Property Damage.
- c) A certificate of such insurance shall be filed with the Corporation upon signing of the contract.
- d) Sally's agrees to fulfill all of its obligations in compliance with the Occupational Health and Safety Act and further agrees to take responsibility for any health and safety violation that may occur. Furthermore, if the municipality (or any of its council members or employees) shall be made a party to any charge under the Occupational Health and Safety Act in relation to any violation of the said Act arising out of the operations of the Pound by Sally's, Sally's shall indemnify and save harmless the Corporation from any and all charges, fines, penalties and costs that may be incurred or paid by the Corporation.

4. Termination

- a) This agreement shall be in effect for a period of two (2) years from the date of execution of this agreement unless terminated earlier. Either party may terminate this agreement by giving written notice to the other party by registered mail at least 60 days before the intended date of termination.

This agreement cannot be assigned without the written consent of the other party and shall ensure to the benefit of both parties, their executors, heirs and assigns.

IN WITNESS WHEREOF The Corporation of the City of Brockville has hereunto affixed its Corporate Seal as attested by the hands of the proper officers in that behalf and the Party of the First Part has set his hand.

The Corporation of the City of Brockville

Sally's Bed and Biscuit

Mayor

City Clerk

October 31, 2012

**REPORT TO ECONOMIC DEVELOPMENT PLANNING COMMITTEE –
NOVEMBER 06, 2012**

2012-179-11

**ADOPTION OF AMENDMENTS TO THE
COMMUNITY IMPROVEMENT PLAN
FOR DOWNTOWN BROCKVILLE**

**M. PASCOE MERKLEY
DIRECTOR OF PLANNING**

**J. FAURSCHOU
PLANNER I**

**L. WHITE
MANAGER OF STRATEGIC INITIATIVES**

RECOMMENDED

1. **THAT** Amendment No. 3 to the Community Improvement Plan for Downtown Brockville be adopted, to add two (2) new programs, being the Façade Improvement Grant Program and Residential or Commercial Conversion/Rehabilitation Grant Program, and to modify the Tax Increment Equivalent for Rehabilitation and Redevelopment (TIERR) Grant Program to raise the minimum construction value to Fifty Thousand Dollars (\$50,000.00) for eligible projects generating additional employment or residential capacity;
2. **THAT** the Building and Plumbing Permit Fee Grant Programs available under both the Downtown and Brownfields Community Improvement Plans not be offered beyond December 31, 2012;
3. **THAT** all other Downtown and Brownfields Community Improvement Plan Programs be offered until December 31, 2015; and
4. **THAT** the Priority Area No. 1 boundary under the Downtown CIP be reaffirmed.

PURPOSE

The purpose of this report is to address those recommendations supported in principle under Report 2012-089-05 and further addressed under Report No. 2012-131-08, including the following:

- the revised Community Improvement Plan (CIP) programs be offered until December 31, 2015;
- amendments to the Downtown CIP, including:
 - The minimum construction value for the TIERR grant be raised from Five Thousand Dollars (\$5,000.00) to Fifty Thousand Dollars (\$50,000.00) and proposed work must require new construction or extensive renovations

involving a change of use and/or an increase in the gross floor area of the building that would generate additional employment and/or residential capacity.

- Adoption of a Façade Improvement Grant Program;
- Adoption of a Residential or Commercial Conversion/Rehabilitation Grant Program; and
- Eliminate the Building and Plumbing Permit Fee Grant offered under both the Downtown and Brownfields CIP's.

Public input has been received and is referenced in this report. This includes consideration of an informal request for extension of Priority Area No. 1 to include 8-10-12 George Street.

BACKGROUND

In April 2004, Council adopted the Downtown CIP with the primary goal of promoting and encouraging commercial revitalization in the downtown area and the ancillary goal of promoting the construction and rehabilitation of residential development, and the conversion of upper floor commercial buildings into residential space. The TIERR and Building and Plumbing Permit Fee Grant programs included under the Downtown CIP were initially to run until June 30, 2011, but have been extended for two (2) short intervals. The Heritage Signage Grant Program under the Downtown CIP was funded from 2005 to 2007 only.

Two prior amendments have been made to the Downtown CIP, firstly in 2007 to provide integration with the newly adopted Brownfields CIP, and more recently, in 2011, to modify the boundary of Priority Area No. 1 (137 George St.).

Schedule "A" to this report illustrates the Community Improvement Project Area, and Priority Areas under the Downtown CIP.

An extensive review of the effectiveness of existing programs was conducted earlier this year. On May 22, 2012, Report 2012-087-05 was endorsed by Council wherein a number of recommendations were supported. **Schedule "B"** to this report is the resolution of Council emanating from consideration of Report 2012-087-05.

On August 28, 2012, Report 2012-131-08 was endorsed by Council wherein Council received proposed program details of the Façade Improvement Grant Program and the Residential or Commercial Conversion/Rehabilitation Grant Program, and directed that a Public Meeting be held to review the proposed amendments to the Downtown CIP.

On October 2, 2012, a Public Meeting was conducted by the Economic Development Planning Committee. Minutes of the Public meeting are provided in **Schedule "C"** to this report.

ANALYSIS

The proposed changes to the Downtown Community Improvement Plan (CIP) programs, including the new Façade Improvement Grant Program and Residential and/or Commercial Conversion/Rehabilitation Grant Program, and the TIERR Grant Program modifications, were discussed at a public meeting held on October 2, 2012. The proposed changes were endorsed by Wendy Onstein, Chair of the DBIA, Mr. and Mrs. E. Sziederman and Mr. Doug Grant, resident of 8 Orchard Street and member of Heritage Brockville.

Final program details of the Façade Improvement Grant Program and the Residential or Commercial Conversion/Rehabilitation Grant Program are provided as **Schedule "D"** and **Schedule "E"** respectively to this report.

Although Mr. and Mrs. E. Sziederman supported the proposed changes to the CIP, they also submitted a request for extension of the Priority Area No. 1 boundary to include 8-10-12 George Street. This is a six unit apartment building which appears to originally have been a three unit townhouse built around 1852. The Szeiderman's intent is to *"restore 8-10-12 George Street back to its heritage roots, beautify the building in order to be able to attract and retain high quality tenants in keeping with the spirit of the Downtown Community Improvement Plan."*

The matter of boundary changes has been considered in the past. On three occasions, the boundaries of the Brownfields CIP (Edward Street lands, 609 King Street West for a multiple unit development, and 590 King Street West for a multiple unit development) and on one occasion for the CIP-TIERR program (137 George Street, the former Trinity Church). Each amendment was based on its own merits in terms of remediation of contamination and/or redevelopment potential.

In the case of 8-10-12 George Street, extension of the CIP-Downtown Priority Area No. 1 would result in a potential for program assistance for upgrading the existing building but only under the TIERR Grant Program. Neither the new Façade Improvement Grant Program nor the Residential or Commercial Conversion/Rehabilitation Grant Program would apply to the restoration proposed. Accordingly, at this time it is recommended that the current boundary to Priority Area 1 of the Downtown CIP be reaffirmed as it is prudent to retain the original priority areas until more of the goals of the Community Improvement Plans have been met. It is hoped that this will be achieved by offering two (2) new grant programs and by refining the TIERR Grant Program as recommended herein.

POLICY IMPLICATIONS

Through the Community Strategic Plan, the Official Plan and the Downtown & Waterfront & Urban Design Strategy, the City of Brockville is committed to taking a leadership role to continue to promote a high quality of life in the downtown and waterfront area to protect the sense of place, promote its way of life and ensure economic vitality.

The proposed revisions to the Downtown CIP including the introduction of the Façade Improvement Grant Program and the Residential or Commercial Conversion/Rehabilitation Grant Program and extension of programs as revised under both CIP's, are intended to encourage development and redevelopment in Brockville, moving toward greater sustainability. The Sustainability Plan captures the essence of the CIP programs goals: "Fundamentally, sustainability is about improving the quality of life and natural environment, while fostering economic development and wisely using and managing non-renewable resources."

FINANCIAL CONSIDERATIONS

A report on the financial implications of the CIP programs will be prepared annually for presentation to Council during budget deliberations.

The two (2) new grant programs will require annual funding commitments from Council. The 2013 budget includes an incremental request for \$80,000 to initiate the Façade Improvement Grant and Residential or Commercial Conversion/Rehabilitation Grant Programs.

Of critical importance is the acknowledgement that both of these new Programs operate strictly on the basis of leveraging a minimum of 50% of the funds required from the private sector (property owners or tenants) for improvements to Priority Area 1 lands and buildings.

CONCLUSION

The original goals and benefits of the CIP programs were to promote regeneration and redevelopment through projects such as:

- Infill developments on vacant and/or contaminated lots
- Upper-storey residential or office conversion
- Façade and building repairs and restoration, and
- Renovations and building additions


Program modifications and/or expanded program offerings have been vetted through public consultation. Adoption of the recommendations contained in this report will assist in meeting the original goals and benefits stated.




M. Pascoe Merkley
Director of Planning



B. Casselman
City Manager



J. Faurschou
Planner I



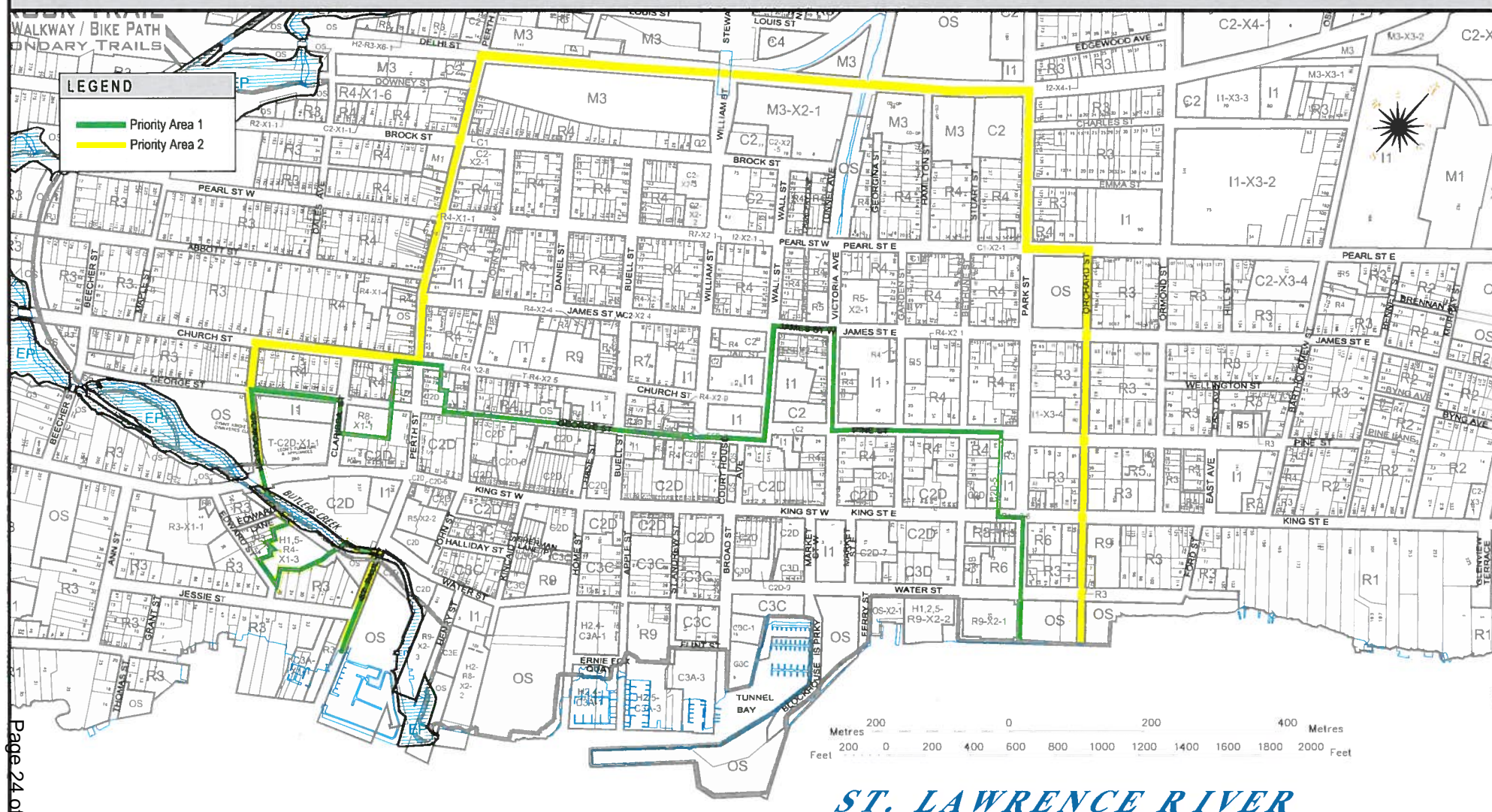
L. Ferguson
Director of Finance (Acting)



L. White
Manager of Strategic Initiatives

SCHEDULE "A"
Report 2012-179-11

Schedule A Community Improvement Project Area



SCHEDULE "B" TO REPORT 2012-179-11

"2012-087-05

Downtown and Brownfields Community Improvement Plan

Recommendations

Moved by: Councillor Beatty

1. THAT the current Downtown Community Improvement Plan and Brownfields Community Improvement Plan programs be extended until such time that amendments to the plans proposed in this report are approved by Council and come into effect, to allow for the required public consultation for the revised Community Improvement Plans.

2. THAT Council give support in principle to the following:

a. THAT the revised Downtown Community Improvement Plan (CIP) programs be offered until December 31, 2015;

b. THAT Council consider the following amendments to the Downtown CIP:

i. The minimum construction value for the TIERR grant be raised from Five Thousand Dollars (\$5,000.00) to Fifty Thousand Dollars (\$50,000.00) and proposed work must require new construction or extensive renovations involving a change of use and/or an increase in the gross floor area of the building that would generate additional employment and/or residential capacity.

ii. Eliminate the Building and Plumbing permit fee waivers.

iii. That further consideration be given to including a new Residential/Office Conversion program for improvements to upper stories in the Downtown CIP area. Financial assistance for 50% of the project's eligible costs, for space rehabilitated or created, to a maximum of \$20,000 per property.

iv. That further consideration be given to including a Façade Improvement Program for the downtown core to assist downtown commercial property owners and tenants in the Downtown CIP area with the financing of street-oriented building façade improvements. Financial assistance for 50% of the project's eligible costs with a minimum grant of \$1,000 and a maximum grant of \$10,000 per

property or storefront.

3. THAT all properties are eligible to apply for each of the one-time grants simultaneously, when applicable.

4. THAT the revised Brownfields CIP programs be offered until December 31, 2015.

5. THAT the Building Permit Fees Grant within the Brownfields CIP be eliminated.

6. THAT any projects where both the Notice of Intent has been received and the Brownfields Redevelopment Funding Agreement and/or Tax Increment Equivalent for Rehabilitation and Redevelopment Grant Program Commitment and Grant Agreement has been approved by Council as of December 31, 2012, be grandfathered into the original programs to which the application was made. As per the current program, if, after one year from the date of the agreement, a building permit has not been issued then access to the applicable programs will cease.

7. THAT a summary of the CIP applications and their progress be reported to the EDP Committee yearly prior to budget presentations.

8. THAT a public meeting be scheduled respecting the proposed amendments to the CIPs once program guidelines for the proposed Rehabilitation/Office Conversion Program and Façade Improvement Program are developed.

CARRIED"

SCHEDULE "C"

Report 2012-179-11



Public Meeting Economic Development & Planning Committee

Tuesday, October 02, 2012, 6:00 p.m.
City Hall, Council Chambers

COMMITTEE MINUTES

Roll Call

Committee Members:

Councillor J. Fullarton, Chair, Acting Mayor
Councillor T. Blanchard
Councillor L. Bursey

Absent:

Councillor J. Baker
Councillor J. Kalivas
Mayor D. Henderson Ex-Officio

Staff:

Ms. L. Murray, Deputy City Clerk (Recording Secretary)
Mr. J. Faurschou, Planner I
Ms. M. Pascoe Merkley, Director of Planning
Ms. S. Seale, City Clerk
Ms. L. White, Manager of Strategic Initiatives

Others:

The Chair called the meeting to order at 6:00

ITEM

2012-163-10

**Downtown Community Improvement Plan
Proposed Façade Improvement Program and
Residential/Commercial Conversion/Rehabilitation Grant Program**

Moved by: Councillor Blanchard

THAT Report 2012-163-10 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 Fullarton, Chair, announced the Public Meeting.

Ms. Pascoe Merkley Director of Planning announced that Notice of the Public Meeting for Staff Report No. 2012-163-10 was given in the Recorder and Times Newspaper on September 6, 2012.

Councillor Fullarton 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 Fullarton reviewed the procedures for the Public Meeting.

Councillor Fullarton called on the Director of Planning to explain the purpose of the Public Meeting and provide an outline of the proposed modifications to the Community Improvement Plan for Downtown Brockville.

Ms. Pascoe Merkley, Mr. Jonathan Faurschou, Planner 2 and Ms. Lesley White, Manager of Strategic Initiatives collectively reviewed the proposed amendments.

The following persons spoke in support of the proposed amendment:

Wendy Onstein, Chair of the DBIA Board of Management spoke on behalf of the Board in favour of the amendments. They feel that the CIP is a tool that is intended to achieve positive change. She added that an attractive CIP will attract investment in the downtown area. Wendy did add that the Board would also like to see the Planning Department revisit the Heritage Sign Grant with modifications that would be less subjective.

Mr. Ernest Szeideman and his wife Nicole also spoke in favour of the CIP amendments. Mr. Szeideman explained that they are currently purposing to renovate 8-10-12 George Street, ensuring that the upgrades are in keeping with the building's heritage. He added that this is a very visible location and they would be beautifying the downtown. He is unhappy to report after consultation with the City's Planning Department that this building is on the wrong side of the road to fit in the CIP target area.

Doug Grant of 8 Orchard Street spoke as a resident as well as a Member of the Heritage Brockville Committee. Mr. Grant is in favour of these amendments to this program. He feels that many of the buildings on the main streets in the downtown are in need of repair. In addition, Mr. Grant said that this could be soft encouragement for people to make pleasing changes to their properties.

The Committee agreed to have a staff report with final recommendations prepared for a future Economic Development and Planning meeting.

The meeting adjourned at 6:41 p.m.

SCHEDULE "D" – Report 2012-179-11

FAÇADE IMPROVEMENT GRANT PROGRAM

Background

This document describes the criteria to select eligible projects for Program assistance under the Façade Improvement Grant Program in Priority Area No. 1 indicated under the Community Improvement Plan.

The Façade Improvement Grant Program is designed to encourage restoration and rehabilitation of Program Area buildings in a fashion consistent with the original design or with the City's Urban Design Guidelines and with the requirements of the Ontario Building Code and other applicable legislation.

Target Area

All owners and tenants of commercial and mixed commercial/residential buildings located within Priority Area No. 1 (see Schedule A - Community Improvement Project Area) will be the target of this program. These boundaries are set by the Community Improvement Plan, which establishes a framework for the City's support and implementation of programs to encourage redevelopment and revitalization in the downtown core area.

Eligibility

All owners and tenants of commercial and mixed commercial/residential buildings located within Priority Area No. 1 of the Community Improvement Project Area will be eligible to participate in the Façade Improvement Grant Program.

If the tenant would like to undertake work, the owner and tenant must enter into an agreement, independent of the City, stipulating the arrangement of the grant receipt and work to be done, a copy of which shall be provided to the City.

To receive payment under this program, a Commitment and Grant Agreement must be signed with the City. The eligible owner must enter into the Commitment and Grant Agreement but, in the case of a tenant undertaking the work, the eligible owner may elect to have the grant paid to an assignee, to be specified in the Commitment and Grant Agreement.

Facade Improvement Grant Program

Program Description

The program provides the potential for property owners or tenants 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.

The Façade Improvement Grant Program is time limited, and shall operate until December 31, 2015 unless extended beyond this date by resolution of City Council. Applications will be received between February 1st and May 31st of each year. Grants will be awarded by June 30th of each year based on funding available. If the total grant request exceeds the funds available, grants will be awarded based on a point system. Applicants who did not receive the grant can reapply in future years.

Municipal taxes for the subject property must not be in arrears.

The number of front façades eligible for grant purposes is based on the number of "distinct façades". If this number is in question, the final decision will be made by the Chief Planning Officer.

Specific examples of **eligible** works include, but are not limited to:

- materials, labour, equipment, and architectural/ engineering/design/ professional fees directly associated with the façade improvements and which lead to undertaking and completion of such work within the same calendar year (**Note: Sweat equity is not eligible**);
- restoration or repointing of façade masonry, stonework, brickwork, and/or wood and metal cladding;
- repainting or cleaning of the façade, in whole or part;
- restoration, repair or replacement of original cornices, eaves, parapets, decorative details, date labels, building name and other architectural features visible of the façade;
- restoration, repair or replacement of façade windows and/or street level exterior doors;
- restoration of the original heritage façade appearance;
- restoration of the original storefront glazing, including upper decorative glazing;
- restoration, repair or replacement of retractable awnings on the façade, where consistent with the original building design;
- restoration, repair or installation of façade exterior lighting; and

- other similar restoration, repair or improvements to the building's exterior façade as may be approved by the City's Chief Planning Officer.

Façade Improvement Grant Program

Examples of ***ineligible*** works include, but are not limited to, the following:

- painting brick or stone;
- stucco or other overlays which serve to obscure original façade treatments;
- fixed awnings, canopies or fascia work which obscure architectural features, in whole or in part; and
- signage.

IMPORTANT NOTES:

For designated buildings, substitution of original materials with a modern replication of the original finish may be considered subject to approval by Heritage Brockville and the Planning Department. Where such substitution of materials is proposed, supporting documentation in terms of compliance with applicable legislation (e.g. OBC, TSSA, CSA, MOE, ESA, ULC, etc.) and heritage support is required to be submitted for assessment.

The City, at its sole discretion, will select eligible projects based on the criteria in this document, including budget availability, and other applicable policy and recommendations. The City is not obligated to fund any project. Precedent will not influence the City's decision.

Funding will be awarded based on the following point system in the event that requests for funding exceed the funds allowed. The applicant with the highest point total will receive the highest priority.

Facade Improvement Grant Program

Point system for Downtown CIP Funding - Facade Improvement Program	Points
Note: Signage is NOT Eligible.	
FRONTAGE LOCATION - KING STREET	
King Street - Heritage Restoration	Points
Cornice	5
Middle Area (Between first and top storey)	5
Street Level	5
Masonry-Related (Stone and/or Brick)	
Repair and/or Repoint	5
Paint Masonry	-3
Non-Masonry Materials	
Original Materials	5
Retrofit Materials, including Stucco, Wood, Aluminium	0
Lighting	1
Windows Only	1
Paint Only	
Heritage Colour Palette	3
Non-Heritage Colour Palette	2

Facade Improvement Grant Program

FRONTAGE LOCATION - KING STREET	
King Street - Heritage Replication	Points
Cornice	4
Middle Area (Between first and top storey)	4
Street Level	4
Masonry-Related (Stone and/or Brick)	
Repair and/or Repoint	5
Paint Masonry	-3
Non-Masonry Materials	
Original Materials	5
Retrofit Materials, including Stucco, Wood, Aluminum	0
Lighting	1
Windows Only	1
Paint Only	
Heritage Colour Palette	3
Non-Heritage Colour Palette	2

Facade Improvement Grant Program

FRONTAGE LOCATION - KING STREET	
King Street - Non-Heritage	Points
Cornice	2
Middle Area (Between first and top storey)	1
Street Level	2
Masonry-Related (Stone and/or Brick)	
Repair and/or Repoint	5
Paint Masonry	-3
Non-Masonry Materials	
Original Materials	5
Retrofit Materials, including Stucco, Wood, Aluminum	0
Lighting	1
Windows Only	1
Paint Only	
Heritage Colour Palette	3
Non-Heritage Colour Palette	2

Façade Improvement Grant Program

FRONTAGE LOCATION - SECONDARY STREET	
Secondary Street - Heritage Replication	Points
Cornice	4
Middle Area (Between first and top storey)	4
Street Level	4
Masonry-Related (Stone and/or Brick)	
Repair and/or Repoint	5
Paint Masonry	-3
Non-Masonry Materials	
Original Materials	5
Retrofit Materials, including Stucco, Wood, Aluminum	0
Lighting	1
Windows Only	1
Paint Only	
Heritage Colour Palette	3
Non-Heritage Colour Palette	2

Facade Improvement Grant Program

FRONTAGE LOCATION - SECONDARY STREET	
Secondary Street - Heritage Replication	Points
Cornice	4
Middle Area (Between first and top storey)	4
Street Level	4
Masonry-Related (Stone and/or Brick)	
Repair and/or Repoint	5
Paint Masonry	-3
Non-Masonry Materials	
Original Materials	5
Retrofit Materials, including Stucco, Wood, Aluminum	0
Lighting	1
Windows Only	1
Paint Only	
Heritage Colour Palette	3
Non-Heritage Colour Palette	2

Façade Improvement Grant Program

FRONTAGE LOCATION - LANEWAY - PUBLIC AND/OR PRIVATE	0 Points Available
CONSULTATION WITH HERITAGE BROCKVILLE FOR DESIGN	Points
Exempt from consultation, with Rationale by Applicant	5
Heritage Brockville Consulted	5
Heritage Brockville Design Recommendations Adopted	5
100%	5
75%	4
50%	3
25%	2
Less than 25%	1
Heritage Brockville Design Recommendations NOT Adopted	0
Heritage Brockville NOT Consulted	0
ACCESSIBILITY IMPROVEMENTS	Points
Primary Access, Excluding Flanking Fascade	
Heritage Style Door in Keeping with Original Building Fascade	5
Non-Heritage Style Door	4
Widen Entrance	3
Ramp	2
Lift	2
Secondary Access, Excluding Flanking Fascade	
Heritage Style Door in Keeping with Original Building Fascade	4
Non-Heritage Style Door	3
Widen Entrance	2
Ramp	2
Lift	2

Façade Improvement Grant Program

Implementation

The owner or tenant must register a "Registration of Intent" for the Program within the prescribed time period of the Plan (February 1st to May 31st of each year).

Program assistance under the Façade Improvement Grant Program does not apply retroactively. Applications must be approved prior to the start of any proposed work or they will be ineligible for funding under the Façade Improvement Grant Program.

A "Registration of Intent" cannot be accepted for any work which has already been completed.

Only one (1) "Registration of Intent" may be submitted per annum, per building.

An owner or tenant can participate in the Façade Improvement Grant Program in successive years but shall not be considered for program assistance more than once per annum.

The program provides the potential for property owners or tenants 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.

Façade Improvement Grants will be dispersed in a single lump sum on:

- submission and approval of eligible costs based on paid invoices, as identified in the Commitment and Grant Agreement; and
- final inspection where a Building Permit has been issued or where no building permit is required, when said work has been inspected and found to be acceptable to the City.

Where the work does require a Building Permit, all such work shall be completed within one (1) year of the date of issuance of a building permit.

Where the work does not require a Building Permit, all such work shall be completed within one (1) year of the date of execution of the Commitment and Grant Agreement.

Application Process

1. The owner or tenant signs a “Registration of Intent” form indicating the owner’s or tenant’s intent in participating in the Façade Improvement Grant Program.

The “Registration of Intent” will contain the following information:

- the name, address, phone number and e-mail of the owner;
- the name, address, phone number and e-mail of the tenant, if applicable;
- the municipal address of the subject property;
- the legal description of the subject property, including the current Property Identification Number (PIN);
- the full assessment roll number of the subject property;
- photograph of existing façade;
- identification of the source and amount of assistance from other programs directly related to the façade work;
- Detailed drawings or renderings acceptable to the City’s Planning Department drawn to scale, illustrating the nature, extent, location and appearance of the work to be undertaken. Such renderings will show, where applicable:
 - building materials to be used and where they will be used;
 - exterior colour(s) and location of said colours;
 - exterior lighting and details of location(s) and fixture type(s);
 - architectural detailing;
 - door and window style and detailing;
 - awning type.
- the owner’s signature and where a tenant is undertaking the work, the tenant signature and authorization from the owner for the tenant to undertake the work.
- For projects located in Priority Area 1 which are also eligible for assistance under other Downtown CIP and/or Brownfields CIP programs, completion of a “Registration of Intent” under those Plans will be deemed to meet the registration requirements under this Plan.

Façade Improvement Grant Program

2. The City, in consultation with Heritage Brockville, review the proposed project on its merits and will approve, or otherwise, program assistance in principle.

Following successful review, the City will produce a Commitment and Grant Agreement documenting the anticipated Program Assistance, including identification of assistance from other programs as may be relevant, and obligations on the part of both the owner or tenant and the City. The Commitment and Grant Agreement represents a site specific funding agreement which will be implemented once the work is completed in full to the satisfaction of the City.

In order for a project to qualify, the proposed project must be in compliance with the City's Zoning By-law, Official Plan, the Ontario Building Code, and any applicable design guidelines established by the City.

3. On completion of the project, if the work complies with all applicable program guidelines established by the City (including verification of eligible costs), the owner or tenant and the City will implement the Commitment and Grant Agreement. At that time, the Commitment and Grant Agreement will stipulate the amount of the grant, the method used to calculate the grant and the anticipated delivery date of the grant. The grant will only be paid following confirmation that taxes owing each year specified in the Commitment and Grant Agreement have been paid in full.

Conditions of the Façade Improvement Grant Program

The Commitment and Grant Agreement will state the conditions of the Façade Improvement Grant Program, which are as follows:

1. The restoration, repair or replacement of the building façade of the building must be consistent with City's design guidelines the original architectural design.
2.
 - a) The Building Permit must have a minimum construction value of \$2,000 in order for project to qualify.
 - b) Where a Building Permit is NOT required, the work must have a minimum construction value of \$2,000 in order for the project to qualify.
3. The total amount of the grant shall not exceed 50% of the eligible costs specified under this Program or \$10,000.00, whichever is the lesser.
4. Subject to the adoption by the City of a demolition control by-law, issuance of a Demolition Permit for a property which has participated in the Façade Improvement Grant Program is at the discretion of the City for a five (5) year period following

execution of the Commitment and Grant Agreement by the City. Furthermore, compliance

Façade Improvement Grant Program

with the Ontario Heritage Act will be required respecting any designated building which is funded under this Program.

5. If the property is demolished, in whole or in part, before the expiration of the five (5) year period following execution of the Commitment and Grant Agreement by the City, the grant shall be repayable to the City reduced on a prorated basis.
6. The Façade Improvement Grant Program will be available to owners and tenants of properties, or their assigns. The Commitment and Grant Agreement to provide assistance may be with either the registered owner or a tenant of the property with the consent of the owner. The Commitment and Grant Agreement may provide for the grant to be paid to an assignee of the owner, as required.
7. a) Participants of the Façade Improvement Grant Program are eligible to apply to any other financial program applicable to Priority Area 1 of the Community Improvement Project Area. All program assistance provided under this Plan in respect of sites which are also eligible for financial assistance under the City of Brockville Downtown CIP and/or the Brownfields CIP must be in accordance with the provisions of the respective Plan(s) with respect to joint access to financial assistance under the Plans.

b) Where a property located in Priority Area 1 of this Plan is eligible for assistance under the TIERR Grant Program and Façade Improvement Grant Program and Residential or Commercial Conversion/Rehabilitation Grant Program, duplication of programs of assistance is not permitted.

A property may be eligible under more than one CIP Program. However, work undertaken shall be considered only under one program. In no case shall work which is funded under one program be eligible or used for funding under another program.

8. The subject property shall not be in a position of municipal tax arrears.
9. Outstanding work orders on the property must be completed by the time of completion of the project. If they are not, program assistance will be withheld.
10. Improvements made to any buildings will be in accordance with the Ontario Building Code, all applicable zoning requirements, and any applicable design guidelines, as established by the City.

11. An owner or tenant can participate in the Façade Improvement Grant Program in successive years but shall not be considered for program assistance more than once per annum.

Façade Improvement Grant Program

12. The Commitment and Grant Agreement is transferable. Should a subject property be sold before program assistance is issued, said Commitment and Grant Agreement will be in default and cancelled immediately.
13. The Commitment and Grant Agreement can be registered on title, at the discretion and cost of the owner, to serve as notice to future purchasers or potential property interests.
14. Construction must be completed within one (1) year after the date of issuance of the building permit or where a Building Permit is not required, within one (1) year after the date of execution of the Commitment and Grant Agreement. Extensions may be accepted by the Chief Planning Officer at its sole discretion.
15. The date of commencement of the work will be specified in the municipal by-law which sets out the basis for application of this program to a specific property.
16. The Façade Improvement Grant Program is **not** retroactive. Any construction commenced before execution and approval of a Commitment and Grant Agreement is issued by the City is ineligible for the program.
17. All conditions of this program shall be met for the program assistance to be received. Final decisions on applications and allocation of funds have been delegated to the City Treasurer. The applicant, however, is afforded an opportunity to appeal the decision of the City Treasurer to Council through the appropriate Standing Committee.
18. Funds shall only be advanced on a 50/50 prorated basis to a maximum of Twenty Thousand Dollars (\$20,000.00) following verification by the City Treasurer that invoices have been paid for any and all eligible costs.

SCHEDULE “E” – Report 2012-179-11

RESIDENTIAL OR COMMERCIAL CONVERSION/REHABILITATION GRANT PROGRAM

Background

This document describes the criteria to select eligible projects for Program Assistance under the Residential or Commercial Conversion/Rehabilitation Program in the Priority Area No. 1 of Schedule A indicated under the Community Improvement Plan.

The Residential or Commercial Conversion/Rehabilitation Program is designed to provide an incentive to building owners or tenants to make improvements to the upper floors of commercial or mixed commercial/residential properties in Program Area.

Target Area

All owners and tenants of commercial and mixed commercial/residential buildings **with upper stories** located within Priority Area No. 1 (see Schedule A of Downtown CIP) of the Community Improvement Project Area will be the target of this program. These boundaries are set by the Community Improvement Plan, which establishes a framework for the City's support and implementation of programs to encourage re-development and revitalization in the downtown core area.

Eligibility

All owners and tenants (with the permission of the building owner) of commercial and mixed commercial/residential buildings located within Priority Area No. 1 of the Community Improvement Project Area will be eligible to participate in the Residential or Commercial Conversion/Rehabilitation Program.

If the tenant would like to undertake work, the owner and tenant must enter into an agreement, independent of the City, stipulating the arrangement of the grant receipt and work to be done, and a copy of which shall be provided to the City.

To receive payment under this program, a Commitment and Grant Agreement must be signed with the City. The eligible owner or tenant must enter into the Commitment and Grant Agreement but, in the case of a tenant undertaking the work, the eligible owner may elect to have the grant paid to an assignee, to be specified in the Commitment and Grant Agreement.

Residential or Commercial Conversion/Rehabilitation Grant Program

Program Description

The program provides for assistance to property owners or tenants, who undertake a project, with a grant equal to 50% of the costs for space renovated or rehabilitated up to a maximum Twenty Thousand Dollars (\$20,000.00) per property.

The following types of projects are considered eligible for the Residential or Commercial Conversion/Rehabilitation component of the Grant under this program:

- i) Renovations to existing residential or commercial units on upper stories to bring these units into compliance with the Ontario Building Code, Property Standards By-law and the Fire Code;
- ii) Renovation to existing residential or commercial space on upper stories to improve the general condition of the unit(s);
- iii) Conversion of existing vacant residential space on upper floors where one or more commercial units are created;
- iv) Conversion of existing vacant commercial space on upper floors where one or more residential units are created; or
- v) Conversion of existing residential and/or commercial space on upper floors to create a mix of commercial or residential units.

The RCCR Grant Program is time limited, and shall operate until December 31, 2015 unless extended beyond this date by resolution of City Council. Applications will be received between February 1st and May 31st of each year. Grants will be awarded by June 30th of each year based on funding available. If the total grant request exceeds the funds available, grants will be awarded based on a point system. Applicants who did not receive the grant can reapply in future years.

Municipal taxes for the subject property must not be in arrears.

Specific examples of **eligible** works include, but are not limited to:

- materials, labour, equipment, and architectural, engineering design professional fees directly associated with the conversion or improvements and which lead to undertaking and completion of such work with the same calendar year (**Note: Sweat equity is not eligible**);
- painting, new flooring, new built-in lighting, new kitchens, new bathrooms, new windows* and new HVAC;
- non-removable chattels including built-in appliances
- fire alarms

- Windows are eligible provided the same windows have not been funded through the Façade Improvement Grant Program or any other grant program.

Residential or Commercial Conversion/Rehabilitation Grant Program

Examples of **ineligible** works include, but are not limited to, the following:

- Furnishings, appliances or other chattels
- Security systems
- "Sweat equity" labour

IMPORTANT NOTES:

The City, at its sole discretion, will select eligible projects based on the criteria in this document, including budget availability, and other applicable policy. The City is not obligated to fund any project. Precedent will not influence the City's decision.

Funding will be awarded based on the following point system, in the event that requests for funding exceed the funds allowed. The applicant with the highest point total will receive the highest priority.

Factor	Points	
Vacant	Yes - 10 points	No - 0 points
Has Applicant previously received funding from City the same property?	Yes - 0 points	No - 5 points
Accessibility Improvements	Yes - 10 points	No - 0 points
Date of original Application	Oldest - 5 points	Newest - 0 points
Plumbing systems updated (piping, valving, low flow toilets) not including fixtures	Yes - any or all - 5 points	No - 0 points
Heating systems updated	Yes - 5 points	No - 0 points
Electrical systems updated	Yes - 5 points	No - 0 points
Fire suppression systems installed	Yes - 5 points	No - 0 points

Residential or Commercial Conversion/Rehabilitation Grant Program

Implementation

The owner or tenant must register a "Registration of Intent" for the Program within the prescribed time period of the Plan (February 1st to May 31st of each year).

Program assistance does not apply retroactively. Applications must be approved prior to the start of any proposed work or they will be ineligible for funding.

A "Registration of Intent" application form will not be accepted for any work which has already been completed.

Only one (1) "Registration of Intent" may be submitted per annum, per building.

An owner or tenant can participate in the Program in successive years but shall not be considered for program assistance more than once per annum.

The total amount of the yearly grant shall not exceed 50% of the project's eligible costs or Twenty Thousand Dollars (\$20,000.00) per building.

Grants will be dispersed in a single lump sum on:

- submission and approval, by the City, of eligible costs based on paid invoices, as identified in the Commitment and Grant Agreement; and
- final inspection where a Building Permit has been issued or where no building permit is required, when said work has been inspected and found to be acceptable to the City.

Where the work does require a Building Permit, all such work shall be completed within one (1) year of the date of issuance of a building permit.

Where the work does not require a Building Permit, all such work shall be completed within one (1) year of the date of execution of the Commitment and Grant Agreement.

Application Process

1. The owner or tenant completes an application form indicating the owner's or tenant's intent in participating in the Program.

The application form will contain the following information:

- the name, address, telephone number and e-mail of the owner;
- the name, address, telephone number and e-mail of the tenant, if applicable;
- the municipal address of the subject property;
- the legal description of the subject property, including the current Property Identification Number (PIN);
- the full assessment roll number of the subject property;
- labeled photographs of the existing interior;
- identification of the source and amount of assistance from other programs directly related to the work;
- Detailed drawings or renderings acceptable to the City's Planning Department drawn to scale, illustrating the nature, extent, location and appearance of the work to be undertaken. Such renderings will show, where applicable:
 - **all interior modifications to be undertaken**
- the owner's signature and where a tenant is undertaking the work, the tenant signature and authorization from the owner for the tenant to undertake the work.
- For projects located in Priority Area 1 which are also eligible for assistance under other Downtown CIP and/or Brownfields CIP Programs, completion of a "Registration of Intent" under other Programs will be deemed to meet the registration requirements under this Program.

2. The City reviews the proposed project on its merits and will approve, or otherwise, program assistance in principle.

Following successful review, the City will produce a Commitment and Grant Agreement documenting the anticipated Program Assistance, including identification

Residential or Commercial Conversion/Rehabilitation Grant Program

of assistance from other programs as may be relevant, and obligations on the part of both the owner and the City. The Commitment and Grant Agreement represents a site specific funding agreement which will be implemented once the work is completed in full to the satisfaction of the City.

In order for a project to qualify, the proposed project must be in compliance with the City's Zoning By-law, Official Plan, the Ontario Building Code, and any applicable design guidelines established by the City.

3. On completion of the project, if the work complies with all applicable program guidelines established by the City (including verification of eligible costs), the owner or tenant and the City will implement the Commitment and Grant Agreement. At that time, the Commitment and Grant Agreement will stipulate the amount of the grant, the method used to calculate the grant and the anticipated delivery date of the grant. The grant will only be paid following confirmation that taxes owing each year specified in the Commitment and Grant Agreement have been paid in full.

Conditions of the Residential or Commercial Conversion/Rehabilitation Grant Program

The Commitment and Grant Agreement will state the conditions of the Residential or Commercial Conversion/Rehabilitation Grant Program, which are as follows:

1.
 - a) The Building Permit must have a minimum construction value of Two Thousand Dollars (\$2,000.00) in order for the project to qualify.
 - b) Where a Building Permit is NOT required, the work must have a minimum value of Two Thousand Dollars (\$2,000.00) in order for the project to qualify.
2. The total amount of the grant shall not exceed 50% of the eligible costs specified under this Program or Twenty Thousand Dollars (\$20,000.00), whichever is the lesser.
3. Subject to the adoption by the City of a demolition control by-law, issuance of a Demolition Permit for a property which has participated in the RCCR Grant Program is at the discretion of the City for a five (5) year period following execution of the Commitment and Grant Agreement by the City. Furthermore, compliance with the Ontario Heritage Act will be required respecting any designated building which is the subject of this Program.

4. If the property is demolished, in whole or in part, before the expiration of the five (5) year period following execution of the Commitment and Grant Agreement by the City, the grant shall be repayable to the City reduced on a prorated basis.

Residential or Commercial Conversion/Rehabilitation Grant Program

5. The Residential or Commercial Conversion/Rehabilitation Program will be available to owners and tenants of properties, or their assigns. The Commitment and Grant Agreement to provide assistance may be with either the registered owner or a tenant of the property with the consent of the approved applicant. The Commitment and Grant Agreement may provide for the grant to be paid to an assignee of the owner or tenant, as specified.
6. a) Participants of the Façade Improvement Program are eligible to apply to any other financial program applicable to Priority Area 1 of the Community Improvement Project Area. All program assistance provided under this Plan in respect of sites which are also eligible for financial assistance under the City of Brockville Downtown CIP and/or the Brownfields CIP must be in accordance with the provisions of the respective Plan(s) with respect to joint access to financial assistance under the Plans.

b) Where a property located in Priority Area 1 of this Plan is eligible for assistance under the TIERR Grant Program and Façade Improvement Grant Program and Residential or Commercial Conversion/Rehabilitation Grant Program, duplication of programs of assistance is not permitted.

A property may be eligible under more than one CIP Program. However, work undertaken shall be considered only under one program. In no case shall work which is funded under one program be eligible or used for funding under another program.

7. The subject property shall not be in a position of municipal tax arrears.
8. Outstanding work orders on the property must be completed by the time of completion of the project. If they are not, program assistance will be withheld.
9. Improvements made to any buildings will be in accordance with the Ontario Building Code, all applicable zoning requirements, and any applicable design guidelines, as established by the City.
10. An owner or tenant can participate in the Residential or Commercial Conversion/Rehabilitation Program in successive years but shall not be considered for program assistance more than once per annum.

11. The Commitment and Grant Agreement is not transferable. Should a subject property be sold before program assistance is issued, said Commitment and Grant Agreement will be cancelled immediately.

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12. The Commitment and Grant Agreement can be registered on title, at the discretion and cost of the owner, to serve as notice to future purchasers or potential property interests.
13. Construction must be completed within one (1) year after the date of issuance of the building permit or where a Building Permit is not required, within one (1) year after the date of execution of the Commitment and Grant Agreement. Extensions may be accepted by the Chief Planning Officer at its sole discretion.
14. The date of commencement of the work will be specified in the municipal by-law which sets out the basis for application of this program to a specific property.
15. The Residential or Commercial Conversion/Rehabilitation Program is **not** retroactive. Any construction commenced before execution and approval of a Commitment and Grant Agreement is issued by the City is ineligible for the program.
16. All conditions of this program shall be met for the program assistance to be received. Final decisions on applications and allocation of funds have been delegated to the City Treasurer. The applicant, however, is afforded an opportunity to appeal the decision of the City Treasurer to Council through the appropriate Standing Committee.
17. Funds shall only be advanced on a 50/50 prorated basis to a maximum of Twenty Thousand Dollars (\$20,000.00) following verification by the City Treasurer that invoices have been paid for any and all eligible costs.