

CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2015-026

**BEING A BY-LAW TO AUTHORIZE THE TOWN OF GANANOQUE TO
ENTER INTO A FACADE AGREEMENT WITH AMANDA YEO FOR THE PURPOSE OF
PROVIDING A FACADE IMPROVEMENT LOAN.**

WHEREAS by Section 5 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS the Municipal Act, 2001, S.O. 2001, c. 25, provides that the powers of every Council are to be exercised by Bylaw

NOW THEREFORE be it resolved that the Council of the Corporation of the Town of Gananoque enacts as follows;

1. That the Council hereby authorizes entering into a Facade Agreement, with Amanda Yeo, as set out in Schedule A attached hereto, to provide for a façade improvement at 191-197 King St E;
2. That the Mayor and Clerk are hereby authorized to execute all documents in regard to said agreement, as set out in Schedule 'A' attached hereto and forming part of this by-law.
3. That this bylaw shall come into force and effect on the date of passing.

READ A FIRST, SECOND, and THIRD TIME, passed, signed, and sealed with the corporate seal this 17th day of March, 2015.

Mayor, Erika Demchuk

Interim Clerk, Kelly Shipclark



Community Improvement Plan Downtown Façade/Business Improvement Agreement

BETWEEN:

AMANDA YEO
(191-197 King Street East Gananoque)

Building Owner
OF THE FIRST PART

AND

THE CORPORATION OF THE TOWN OF GANANOQUE

The Town
OF THE SECOND PART

WHEREAS:

1. The Building Owner is the registered owner of the building located at **191-197 King St. East** in the King St. Historic Commercial Area of the Town of Gananoque;
2. The Building Owner has applied for and the Town has agreed to provide financial assistance toward the cost of the improvements made to the façade of the building, interior commercial and interior residential under the Downtown Façade/Business Improvements Grant Program of the Town's Community Improvement Plan;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein:

1. The Town shall provide financial assistance to the Building Owner as follows:
 - a. The sum of 50% to a maximum of **\$3000.00 (three thousand dollars)** for the façade improvement shall be paid to the Building Owner in the form of a grant upon receipt of proof of payment and completion of work;
 - b. The sum of 50% to a maximum of **\$1000.00 (one thousand dollars)** for the interior residential improvement shall be paid to the Building Owner in the form of a grant upon receipt of proof of payment and completion of work;
 - c. The sum of 50% to a maximum of **\$2000.00 (two thousand dollars)** for the interior commercial improvement shall be paid to the Building Owner in the form of a grant upon receipt of proof of payment and completion of work;

2. The Town will pay the grant to the Building Owner as per section 3.6 of the Community Improvement Plan. The Building Owner must submit proof of payment along with photos of said work (Schedule A). The Town reserves the right to conduct a site inspection.
3. Completion of the Downtown Façade/Business Improvements shall be completed within one year of the date of this Agreement or the Agreement shall be null and void.
4. This Agreement shall be binding upon and transfers to the benefit of the respective successors and assigns of the Parties.

IN WITNESS WHEREOF, the Parties have signed this Agreement as at the _____ day of _____ 2015.

THE CORPORATION OF THE TOWN OF
GANANOQUE
Per:

Erika Demchuk, Mayor

Bonnie Dingwall, Interim CAO

Witness

Amanda Yeo.
I/We have the authority to bind the corporation.

Schedule A
Work Prescribed

As per the application

Façade:

- Painting of the stucco
- Crown molding repair
- Painting of the sign board

Interior Commercial

- Purchase and installation of an HVAC system

Interior Residential

- Flooring
- Interior Walls
- Windows