



TOWN OF ST. MARYS COMMUNITY IMPROVEMENT PLAN

FAÇADE IMPROVEMENT PROGRAM (2015)

INSTRUCTIONS

You are invited to participate in the Façade Improvement Program:

1. Before filling out this application form, please read the accompanying information provided.
2. If the property owner(s) have an agent acting on their behalf, please provide a document, signed by the registered owner(s), authorizing that agent to so act.
3. If a tenant is making the application, please provide documentation of permission.
4. Please attach to the application the required supporting documents as indicated in the Required Documents list (see attached Schedule 'C'). Please ensure that the application form is complete and that all required signatures have been supplied.
An application will not be considered complete until all required documents have been submitted.
5. Please print or type the information requested on the application form.
6. It is recommended that you hand deliver your application in person to:

The Office of:

**Grant Brouwer, Chief Building Official & Director of Planning and Development
Town of St. Marys
408 James St S
St. Marys ON N4X 1B6
TEL: 519-284-2340 ext 215**

For further inquires please contact Grant Brouwer.

TOWN OF ST. MARYS COMMUNITY IMPROVEMENT PLAN

FAÇADE IMPROVEMENT PROGRAM (2015)

GUIDELINES

Applications will be accepted subject to funding availability and will be considered in the order that they are received. **Fax, electronic, or mailed submissions will be accepted.** It is recommended that you hand deliver your application in person. Do not consider your application accepted until you have been notified by the Office of the CBO that the application has been deemed complete.

***Incomplete applications will be returned to the applicant. If the applicant chooses to re-submit a completed application, it will be treated as a new application and will be considered after the latest application submitted.**

Eligible Locations:

The eligible locations also known as Improvement Area 1 in the Town Official Plan are shown on the attached Schedule 'A'.

About the Program:

The Façade Improvement Program is intended to encourage property owners and merchants within the Central Commercial District (CCD) to undertake building façade improvements to refresh the look of the core area. These improvements will respect and be in keeping with the historic nature of the area.

This program is consistent with the goals of the proposed Heritage Conservation District (HCD). The Façade Improvement Program will be funded by the Town of St. Marys.

It is anticipated that the Façade Improvement Program will:

- Encourage improvements to and maintenance of existing buildings within the CCD; and,
- Encourage the preservation of heritage features within the CCD.

This program is available to registered owners, assessed owners and tenants of lands and buildings located in the area set out above under the heading "Eligible Locations". Properties are eligible for a maximum annual grant as set out in the attached Schedule 'B'. More than one payment may be issued to a property, provided the total funding does not exceed the annual maximum or the cost of rehabilitation. Only projects which meet the list of eligible improvements or are otherwise deemed eligible upon review by the Chief Building Official (CBO) or designate may be eligible to receive a grant. For assistance and questions regarding your application, please contact Grant Brouwer, Chief Building Official for the Town of St. Marys (CBO).

TOWN OF ST. MARYS COMMUNITY IMPROVEMENT PLAN

FAÇADE IMPROVEMENT PROGRAM (2015)

GUIDELINES con't

Eligible Façade Improvements:

Features of the eligible façade(s) to be restored, renovated or reconstructed using program funding may include:

- Repointing of masonry
- Replacement of eavestroughs, soffits and fascia on the eligible building façade
- Repair of roof that is part of eligible building façade
- Restoration or reconstruction of exterior walls that are part of eligible building façade
- Window repair and restoration
- Replacement or restoration of doors and entranceways
- Scraping and repainting
- Façade cleaning
- Replacement or renovation of awnings
- Installation of appropriate signage (consistent with the Town of St. Marys Sign By-law and approved by Heritage St. Marys)
- Installation and construction of accessible features for persons with disabilities that will form part of the eligible building façade and be located on the private property, or be located on the adjacent public property with a signed encroachment agreement with the Town
- Reimbursement for professional fees (architects, engineers, consultants & other professional trades)

Façade Improvement Grants:

Grants will be awarded to registered owners, assessed owners and tenants of lands and buildings within the community improvement project area, and to any person to whom such an owner or tenant has assigned the right to receive a grant or loan, in the amount that is the lesser of:

- (a) the prescribed percentage of the cost of the eligible façade improvements (net of sales taxes) per building; or
- (b) the prescribed annual maximum grant.

Eligibility:

Applicants for a CCD Façade Improvement grant must be:

- (a) The registered owner(s) or assessed owner(s) of the eligible property; or
- (b) A tenant of the eligible property that has obtained and provided the written consent of the registered owner(s) of that property.

For the purposes of the program a façade is that portion of a building adjacent to a public roadway or a public pedestrian way.

Within a contiguous group of buildings, an individual building will be interpreted as any structure which is separated from other structures by a solid party wall. Each individual building on each property is eligible for a Façade Improvement grant up to the prescribed maximum amount. Separate applications must be submitted for each individual building

TOWN OF ST. MARYS COMMUNITY IMPROVEMENT PLAN

FAÇADE IMPROVEMENT PROGRAM (2015)

GUIDELINES con't

All property taxes and water billing accounts must be current and the property shall not have any outstanding work orders or open permits before Façade Improvement grants are remitted. The Applicant shall be in good standing with the Town, having met the terms and conditions of any previous funding provided by the Town.

Procedures:

The Façade Improvement Program grant application will include complete drawings for the work to be undertaken, along with an estimate of the cost of all eligible improvements.

The cost estimate shall be supported by a minimum of two quotations by qualified contractors. The CBO or designate will determine the cost of the eligible work based on the quotations submitted and, in general, the lesser of the estimates will be taken as the cost of the eligible work for the purposes of this program. Cost estimates should be consistent with the estimate noted on the accompanying Building Permit.

The applicant will provide a detailed description of the proposed façade improvements along with a detailed cost description of the works such that only those items identified as eligible works are included in the Façade Improvement grant program.

Following the submission of the Façade Improvement grant application, the CBO or designate shall conduct an inspection of the building to review its condition and the proposed façade improvements.

Payment of the Façade Improvement grant will be forwarded to the property owner or to the tenant, as applicable, after the CBO or designate has confirmed that all planned façade improvements have been completed and all required paperwork has been submitted to the Town. **Work completed before the grant application is approved will not be eligible for consideration.** The Town of St. Marys will not be liable beyond the stated commitment nor for non-payment of contractor liens.

No grant payments will be made at any time prior to the completion of the planned façade improvements.

Application:

The following list of information shall appear on drawings, and must accompany the Façade Improvement Program Application:

- Title block (including title, scale, street address);
- Lot lines and dimensions of the property;
- Abutting streets;
- Existing rights of way, easements and municipal services;

TOWN OF ST. MARYS COMMUNITY IMPROVEMENT PLAN

FAÇADE IMPROVEMENT PROGRAM (2015)

GUIDELINES con't

- Location and vertical dimension of walls, windows and doors;
- Height of first floor above grade;
- Rain water leader and eave trough;
- Location of decks, balconies, porches, landings, and height and type of guards and handrails;
- Extent of improvement;
- Exterior wall cladding, finishes and flashing; and,
- Photographs of the building.

Certain building elements and systems may need clarification. This is achieved through the use of detailed drawings. Detailed drawings are often drawn to a larger scale and should always be referenced in previous plans or cross-sections. If the plans, drawings and other information submitted by the applicant are unclear, the CBO may request that the applicant provide additional documents.

The CBO may specify that not all of the plans, drawings and other information listed above be required to accompany an application for a grant under this program.

TOWN OF ST. MARYS COMMUNITY IMPROVEMENT PLAN

FAÇADE IMPROVEMENT PROGRAM (2015)

TERMS AND CONDITIONS

By signing and submitting this application, the Applicant acknowledges and agrees to the following terms and conditions:

Use and Purpose of Funding

This funding must be used only for the purposes of the façade improvements as described on the application. The Applicant must notify the CBO or designate of any proposed material changes to the façade improvements from what is contained in the application. The funding is non-transferable and the Applicant must not transfer or assign the funding or any part of it to another individual or corporation.

Municipal Freedom of Information and Protection of Privacy Act

The information contained in this application is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56. All decisions are publicly available.

Payments

If funding is approved, the Applicant will be advised in writing as to the amount of the funding. The funding will be disbursed by cheque following:

- (a) completion of the façade improvements to the satisfaction of the Chief Building Official (CBO) or designate for the Town of St. Marys (Town);
- (b) receipt of proof of payment of all invoices i.e. photocopies of all invoices stamped 'paid' or photocopies of cheques or receipts relating to the façade improvements by the CBO or designate for the Town;
- (c) confirmation by the Town that there are no outstanding taxes, water rates, or other sums owed to the Town with respect to the property; and,
- (d) submission of photographs of the building façade after the façade improvements have been completed.

Acknowledgement of Funding:

The Applicant will acknowledge the support of the Town on any materials, reports, events, publicity or signage which are paid for in whole or in part with funding from this program.

Accounting

The Applicant must keep and maintain all records, invoices and other documents relating to the funding in a manner consistent with generally accepted accounting principles and clerical practices.

TOWN OF ST. MARYS COMMUNITY IMPROVEMENT PLAN

FAÇADE IMPROVEMENT PROGRAM (2015)

TERMS AND CONDITIONS (cont'd)

The Applicant authorizes the Town and its agents at all reasonable times to inspect and copy any and all records, invoices and documents in the custody or control of the Applicant which relate to the funding. The right of inspection includes the right to perform a full or partial audit of the aforementioned records, as considered appropriate by the Town.

Project Completion Time

The façade improvements, final inspection and all paperwork must be completed no later than December 15, 2015 unless, in situations of unforeseen circumstances, the applicant has submitted in writing a request for consideration of an extension of this timeline and has subsequently obtained written approval from the CBO of such an extension. Otherwise, in the event that any portion of the facade improvements remain incomplete, as determined by the Town, on the final completion date, neither the funding nor any portion thereof shall be payable by the Town and, the Town shall not be liable for any loss, costs or damages arising as a result of the Applicant's failure to obtain funding due to the failure to complete the façade improvements, failure to complete the follow-up requirements including an inspection of the improvements by Town staff or failure to submit the required paperwork within the project completion time frame.

Applications received after December 15th of a given calendar year will be eligible for consideration and if approved, will be processed as applications under the following calendar year and paid pending availability of funding to the program.

Consultation

The Town may involve individuals with appropriate expertise in the review process, which may include a peer/citizen review mechanism. The Town reserves the right to consult with other funding agencies to determine the eligibility of the applicant to receive funding.

Limitation of Liability and Indemnification

The Applicant shall indemnify the Town, its officers, employees and agents, against all costs, damages and expenses incurred as a result of a claim or proceeding related to the funding or to the Applicant's operations.

Repayment

The Applicant shall, at the request of the CBO or designate, repay to the Town the whole or any portion of the funding received as part of this program, as determined by the Town, if the Applicant:

- a) knowingly provided false information in his/her application;
- b) uses funds for purposes not approved;
- c) breaches any of the terms or conditions of the program; or

TOWN OF ST. MARYS COMMUNITY IMPROVEMENT PLAN

FAÇADE IMPROVEMENT PROGRAM (2015)

TERMS AND CONDITIONS (cont'd)

- d) breaches any of the provisions of the Ontario Human Rights Code in its operations.

The Town may, in its sole discretion, require the Applicant to pay interest on any amount required to be repaid pursuant to this section at the prime rate of the Royal Bank of Canada from the date for the request for repayment to the date of repayment.

Works on Public Sidewalks/Ladders/Scaffolding/Lift/Zoom Boom

In most cases façade improvement will involve work activities on or above the public sidewalk. Work shall conform to Section 64 of the Occupational Health and Safety Act. Subsection 64.(1) of the Act under "Public Way Protection" states, "No work shall be carried out on a building or structure located within 4.5 metres of a public way unless a covered way is constructed over the part of the public way that is adjacent to the project." O. Reg. 213/91, s. 64 (1). Traffic control and work area protection is also a requirement under Sections 67 and 68 of the Occupational Health and Safety Act. Every employer shall develop in writing and implement a traffic protection plan when work is conducted on the municipal road allowance. Proper signage alerting the motoring public of work activities ahead is required.

Letter of Understanding

The Applicant shall, upon approval execute and return to the CBO of the Town of St. Marys a copy of the Letter of Understanding. (please see attached sample)

TOWN OF ST. MARYS COMMUNITY IMPROVEMENT PLAN

FAÇADE IMPROVEMENT PROGRAM (2015)

SAMPLE LETTER OF UNDERSTANDING

(Date)

(Applicant name)

(Applicant address)

Dear (Applicant's Name):

Re: Façade Improvement Program

(Subject Property Address)

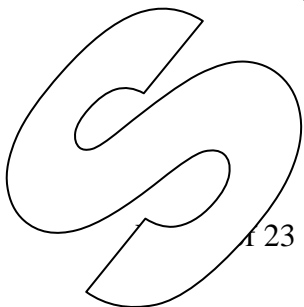
Your application for funding under the Town of St. Marys Façade Improvement Program has been approved in the amount not exceeding \$____. This represents the total amount of the funding, including any applicable taxes and disbursements. The funding must be used only for the façade improvements to the property at (property address).

The funds will be payable upon completion and inspection of the façade improvements to the satisfaction of the Town of St. Marys (Town) and receipt of the required paperwork. The façade improvements, inspection and submission of the required paperwork to the Town must be completed no later than Monday, December 15, 2014.

Release of funds is conditional on:

- (a) completion of the façade improvements to the satisfaction of the Chief Building Official;
- (b) receipt of proof of payment of all invoices relating to the façade improvements by the Chief Building Official;
- (c) confirmation by the Town that there are no outstanding taxes, water rates, outstanding work orders or building permits or other sums owed to the Town with respect to the property; and
- (d) submission to the Chief Building Official of photographs of the building façade after the façade improvements have been completed.

Any proposed material changes to the façade improvements for which the funding has been approved must receive prior written consent of the Chief Building Official. The support of the Town of St. Marys Façade Improvement Program must be acknowledged



TOWN OF ST. MARYS COMMUNITY IMPROVEMENT PLAN

FAÇADE IMPROVEMENT PROGRAM (2015)

LETTER OF UNDERSTANDING (cont'd)

by the Applicant by the temporary display of a sign provided by the Town that promotes the program. Any unused portion of the funds remains the property of the Town.

The funding must, at the request of the Town, be repaid in whole or in part if you:

- (a) breach any of the terms and conditions of the funding as set out in this agreement and in Appendix One and Appendix Two of the application;
- (b) knowingly provide false information in the application;
- (c) use funds for purposes not approved; or,
- (d) breach any of the provisions of the Ontario Human Rights Code in your operation.

The Town will not be liable for any damages or injury or any loss of use or profit of the Applicant arising out of, or in any way related to, the funding or to the Applicant's operations. The Applicant shall indemnify the Town, its officers, employees and agents, against all costs, damages and expenses incurred as a result of a claim or proceedings related to the funding or to the Applicant's operations, unless such costs, damages or expenses arise from the negligence or wilful act of an officer, employee or agent of the Town.

Please sign and return the original letter of understanding to the following address and retain one copy for your records:

(Community Advisor Name and Address)

Your application will not be processed until a signed copy of this Letter of Understanding is received by this office. Arrangements will be made for you to receive your cheque upon satisfactory completion of the façade improvements and all program requirements.

Yours truly,

(Authorized Town Official)

I/We have read, understand and agree to comply with the terms and conditions, attached hereto and in this Letter of Understanding.

Name: _____ Title: _____

Signature: _____ Date: _____

10 of 27

TOWN OF ST. MARYS COMMUNITY IMPROVEMENT PLAN

FAÇADE IMPROVEMENT PROGRAM (2015)

APPLICATION

I/We (print full name) _____, are the (circle one) owner(s)/tenant(s) of the property located at (insert municipal address)

_____.

I/We apply for funding in the amount of \$_____ for the purposes of façade improvements to the building at the municipal address set out above.

I/We have read and understand the Terms and Conditions attached hereto and by signing and submitting this application agree to be bound by said terms and conditions.

I/ We agree that if program funding is approved, a Letter of Understanding in the form or substantially in the form of the Sample Letter of Understanding attached hereto, will be received, executed and returned to the Town of St. Marys.

I/We will ensure that the improvements will be carried out in accordance with the Building Code, Town of St. Marys By-laws, and all other applicable law.

I/We will provide proof of payment for all costs relating to the façade improvements in the form of photocopies of invoices stamped 'paid' or invoices accompanied by photocopies of cheques or receipts relating to those invoices.

I/We acknowledge that the Town of St. Marys is not indebted beyond the original agreed amount.

I/We authorize and hereby grant permission to the Town of St. Marys to photograph and/or videotape my building and/or business, and/or to supervise any others who may do the photography, and/or videotaping, and/or to use and/or permit others to use information from the aforementioned images and videotapes in educational and promotional activities of the Town of St. Marys without compensation.

I/We acknowledge that the completed façade improvements are subject to inspection by Town of St. Marys' staff.

I/We certify that all taxes, water rates and other amounts owing to the Town of St. Marys are fully paid and not in arrears.

Signature of Owner(s)/Tenant(s)

Date

TOWN OF ST. MARYS COMMUNITY IMPROVEMENT PLAN

FAÇADE IMPROVEMENT PROGRAM (2015)

APPLICATION con't

Name of Registered Owner(s): _____

Name of Tenant(s) (if applicable): _____

Municipal Address of Property: _____

Postal Code: _____

Telephone: _____ Fax: _____

Legal Description of Property: _____

Assessment Roll No.: _____

Mailing Address (if different from above): _____

Façade(s) Subject to this Application:

Number of facades subject to improvements under this application: _____

Adjacent to (please identify public roadway, pedestrian sidewalk or public right-of-way):

Total linear measurement of building facades subject to improvements under this application: _____

TOWN OF ST. MARYS COMMUNITY IMPROVEMENT PLAN

FAÇADE IMPROVEMENT PROGRAM (2015)

APPLICATION con't

Estimated Cost of Proposed Façade Improvements:

Attach two independent contractor estimates for each aspect of the job. Funding will be awarded on the basis of the lowest estimate.

1. Name of Contractor/Subcontractor with lowest bid: _____

Bid Amount \$ _____

2. Name of Second Contractor/Subcontractor: _____

Bid Amount \$ _____

Describe Proposed Improvements:

(Please attach a detailed drawing/sketch of the proposed façade.)

** Provide notes on the drawing to show what areas of the façade are to be cleaned, repaired, painted, rebuilt, resurfaced, etc.*

** Indicate what fixtures are being replaced, such as new windows, doors, signage, or awnings.*

** If you need additional space for description, please attach additional pages.*

Photo Documentation:

Please attach a photograph(s) showing the façade(s) subject to the application.

TOWN OF ST. MARYS COMMUNITY IMPROVEMENT PLAN

FAÇADE IMPROVEMENT PROGRAM (2015)

RELEASE AND INDEMNIFICATION

_____ (Insert Full Name(s) of Applicant(s)) on behalf of themselves, their heirs, administrators, executors, trustees, successors and assigns (hereinafter collectively referred to as the "Releasors") hereby release and forever discharge the Town of St. Marys and its councillors, officers, employees and agents, and their successors and assigns (hereinafter collectively referred to as the "Releasees"), jointly and severally from any and all actions, causes of action, applications, contracts and covenants, whether express or implied, claims and demands for damages, which the undersigned heretofore have had, may now have or may hereinafter have in any way relating to or arising out of the Façade Improvement Program and any funding associated therewith.

And the Releasors hereby declare, covenant and agree that they have reviewed and fully understand the terms and binding effect of the this Release and Indemnification; that the Releasors had the opportunity of taking independent legal advice with respect to same; that the agreements, covenants, representations and warranties herein shall survive completion of the work carried out as part of the Façade Improvement Program and will continue to remain in full force and effect.

DATED at _____, Ontario, this _____ day of _____, 2015

Signature of Owner

Signature of Tenant

TOWN OF ST. MARYS COMMUNITY IMPROVEMENT PLAN

FAÇADE IMPROVEMENT PROGRAM (2015)

OWNER'S CONSENT FORM

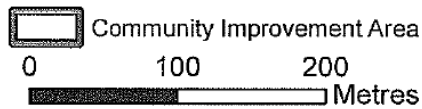
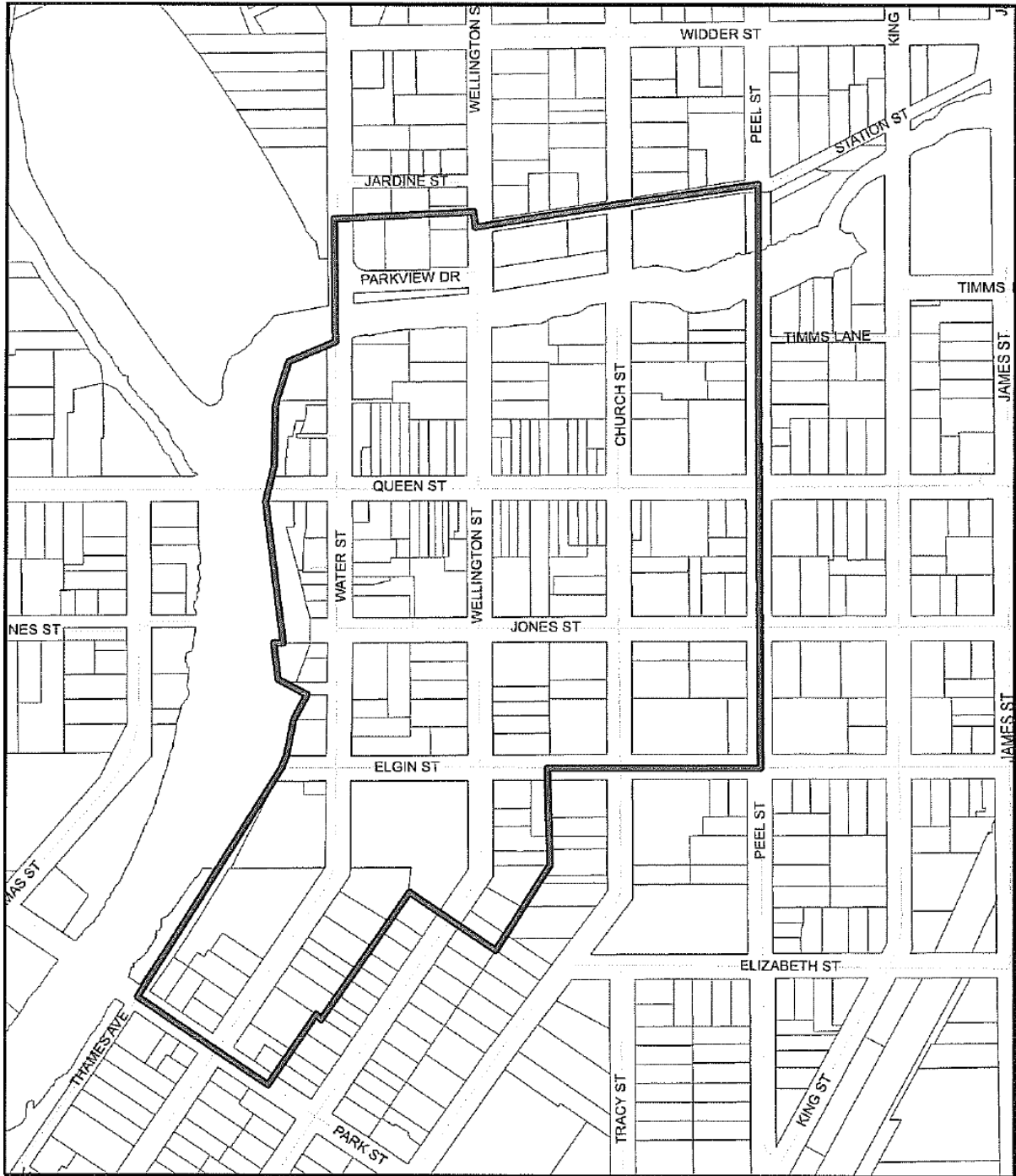
I/We are the registered owners of the property municipally known as _____, St. Marys, Ontario and do grant permission to _____, tenants of said property, to apply for funding under the Town of St. Marys Façade Improvement Program and to subsequently make improvements to the façade of said property as deemed appropriate under the Town of St. Marys Façade Improvement Program.

I/We authorize and hereby also grant permission to the Town of St. Marys to photograph and/or videotape my building, and/or to supervise any others who may do the photography, and/or videotaping, and/or to use and/or permit others to use information from the aforementioned images and videotapes in educational and promotional activities of the Town of St. Marys without compensation.

Signed this _____ day of _____, 2015.

Owner

Schedule 'A' Town of St. Marys Community Improvement Area



G:/GIS/ArcView GIS/ GIS Projects/Planning/St. Marys/OP/2007-02-20 Community Improvement Area

SCHEDULE 'B'

ANNUAL GRANT FUNDING

Façade description	% of Eligible Costs	Annual Maximum Grant
Façade portions greater than 0 linear metres to 15 linear meters	30%	\$3,000 for the façade subject to the application
Façade portions greater than 15 linear metres to 30 linear metres	20%	\$400 per every 3 linear metres subject to the application to a maximum of \$2,000
Façade portions greater than 30 linear metres to 45 linear metres	10%	\$200 per every 3 linear metres subject to the application to a maximum of \$1,000

Note:

- Schedule 'B', shown above is to be read as a continuum to award additional grant monies to facades of exceptional linear measurement.
- Grant monies to be made available on a first come, first served basis.
- Grant monies available are subject to annual budget constraints at the discretion of Council for the Town of St. Marys.

SCHEDULE 'C'

REQUIRED DOCUMENTS

PLEASE NOTE:

Applications will be processed in the order of receipt by the Town. Incomplete applications will be returned and any re-submission will go into the queue behind others on file at that time.

REQUIRED DOCUMENTS

(To be checked off by Town staff upon intake.)

- _____ Proof of ownership
- _____ Written authorization from property owner to apply for grant
- _____ Site Plan or Survey
- _____ Picture of existing façade to be restored/improved
- _____ Architectural drawings/design plans showing building façade and proposed façade improvements
- _____ Two detailed estimates of project construction costs prepared by bona fide contractors
- _____ Proof that property taxes and water rates to date have been paid

Date and time application received: _____

Received by: _____

Staff name and signature

Applicant name and signature

SCHEDULE 'D'

SAMPLE ENCROACHMENT AGREEMENT

THIS AGREEMENT MADE THIS DAY OF , .

B E T W E E N:

THE CORPORATION OF THE TOWN OF ST. MARYS
Hereinafter called the "Town"
 OF THE FIRST PART

-AND-

 Hereinafter called the "Licensee"
 OF THE SECOND PART

WHEREAS the Town is the owner of the street and road allowance known as
 in the Town of St. Marys;

AND WHEREAS the Licensee is the registered owner of a building known municipally as
civic number

AND WHEREAS the said Licensee inadvertently constructed or intends to construct
 on Town owned land in front of his or her building,
which structure now encroaches on to municipal property as shown on the sketch
attached hereto as Schedule "A".

AND WHEREAS the Parties hereto deem it expedient to enter into an Agreement with
respect to the said existing encroachments, to authorize them to continue upon the terms
herein set out.

NOW THIS AGREEMENT WITNESSETH that in consideration of the covenants herein
expressed, the Parties agree as follows:

1. The Town hereby grants for a term of twenty (20) years from the date of execution
of this agreement to the Licensee the authority to continue the encroachment for

onto the said municipal property, as shown on the sketches attached hereto as Schedule "A" in accordance with the terms herein set out.

2. The Licensee agrees to pay to the Town for the privilege hereby granted, an annual fee of Fifty Dollars (\$50.00) or such fee as from time to time may be set by Council of The Corporation of the Town of St. Marys, to be payable and collected in like manner as municipal taxes.

3. The Licensee will always indemnify and keep indemnified the Town, its successors and assigns, from and against all actions, suits, claims and demands which may be brought against or made upon the Town and from all loss, costs, damages and expenses which may be paid, sustained or incurred by the Town in consequence of the privilege hereby granted, and the Licensee hereby grants to the Town and to the Council of The Corporation of the Town of St. Marys thereof, full power and authority to settle any such actions, suits, claims and demands on such terms as the Town may deem advisable and hereby covenants and agrees with the Town to pay to the Town on demand all moneys paid by the Town in pursuance of any such settlement, also such sums as shall represent the reasonable costs of the Town or its Solicitor in defending or settling any such action, suits, claims or demands and this Licence shall not be alleged as a defence by the Licensee in any action by any person for actual damage suffered by reason of the privilege hereby granted. Provided, however, that the Licensee may at his or her own cost and expenses, take charge of and conduct the defence in the name of the Town to any such action or suit.

4. The Licensee shall obtain and maintain third party liability insurance for not less than \$2,000,000.00 per occurrence or such other amount as the Town in its sole discretion may determine and the Licensee shall provide the Town with adequate proof of insurance upon request by the Town.

5. The Licensee shall at all times keep and maintain the said encroachments and surrounding area clean and well kept to a standard acceptable to the Town, failing which the Licensee will at his or her own cost and expense, upon receiving notice from the Town, forthwith remove the said encroachments without compensation for such removal.

6. No alterations, extensions, expansions or improvements, other than those required to keep and maintain the said encroachment in a good state of repair shall be made unless and until such alterations, extensions, expansions or improvements are approved by the Town, such approval will not be unreasonably withheld by the Town.

7. The privilege herein granted to the Licensee for the said encroachments may continue until such time as the said encroachments are for any reason removed or cease to exist or removal thereof is requested by the Town and the encroachments may not be

replaced in whole or in part without prior approval of the Town, except as herein expressly provided.

8. Where the Town deems it necessary that the said encroachments be removed, the Licensee shall, at their own expense and upon receipt of written notice from the Town, remove the said encroachments within thirty (30) days of receipt of the said notice.

9. If the Licensee do not remove the said encroachments, the Town may proceed forthwith to remove same at the expense of the Licensee and the certificate of the Manager of Public Works shall be final as to the cost of such work, and the Town may recover the same from the said Licensee in accordance with Section 308(3b) of The Municipal Act, R.S.O., 1990, Chapter M.45 and any successors thereto.

10. Upon expiration of this agreement and at the written request of the Licensee this agreement may be renewed at the discretion of the Town for an additional term of twenty (20) years and may be renewed from time to time for terms not exceeding twenty (20) years at the sole, unfettered discretion of the Town.

11. It is mutually agreed that if the Licensee shall default in any payment when due, or if the Licensee shall be in default of the requirements of this agreement or in default in performing any of its obligations under this agreement, the Town may forward notice in writing of such default to the Licensee and the failure of the Licensee to rectify such default to the satisfaction of the Town within 10 calendar days after the receipt as defined herein of such notice shall, at the option of the Town, result in termination of this agreement and shall give the Town the right at its option to treat this agreement as cancelled and terminated, except that the Licensee shall continue to keep indemnified the Town and to maintain third party liability insurance as provided for in Paragraph 3 and 4 herein and the rights of the Licensee hereunder shall immediately cease and expire as fully and with like effect as if the entire term herein provided for had expired and the Licensee shall remove its encroachment from the lands owned by the Town.

12. Any notice to be given pursuant to this agreement shall be sufficiently given if served personally upon the party or an officer of the party for whom it is intended, or mailed, in the case of:

The Town: The Corporation of the Town of St. Marys
175 Queen St. E P.O. Box 998
ST. MARYS ON N5X 1B6
Attention: Town Clerk

The Licensee:

13. It is understood and agreed between the Parties hereto that the covenants, provisions and conditions herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Licensee and the Town respectively.

IN WITNESS WHEREOF the Town has affixed its corporate seal duly attested by the hands of its proper officers in that behalf and the Licensee has hereunto set his or her hand and seal.

SIGNED, SEALED AND DELIVERED

)	THE CORPORATION OF THE TOWN OF
)	ST. MARYS
In the Presence of)	
)	
)	Mayor –
)	
)	Clerk –
)	(We have the authority to bind the Corporation.)
)	
)	[INSERT NAME IF INCORPORATED]
)	
Witness -)	Name -
)	
)	
Witness -)	Name -
)	(We have the authority to bind the Corporation.)

THIS IS SCHEDULE "A" TO THE AGREEMENT DATED THE
, 20

DAY OF

(attach sketch)