



To: Mayor and Council
From: Marie Elmsley, Planning Clerk
Date: August 6, 2025,
Committee of the Whole Date: August 11, 2025.

☒ For Direction
☐ For Information
☐ For Adoption
☒ Attachment 3 pages

Title: 2024 CIP Project - 17-23 Beckwith St South (Rideau Heartland Centre)

Recommendation: THAT Council take no action as it relates to altering the CIP Funding agreement with the Owner of 17-23 Beckwith Street South; And further, that staff be directed to advise the owner to conform to the CIP project as outlined in the agreement including installing a new steel roof that is corrugated and installed in the standing seam style and looks similar to the Old Post Office, installs a single-pane window using the same type of materials as the old window, and installs new tile on the stairs that is to be approved by the Town or the funding will be cancelled.

Purpose: To get direction from Council on whether they wish to alter the 2024 CIP Funding Agreement as requested by the owner to include 1) the roof installed that differs from the original proposal, 2) removal of the window, and 3) using smooth concrete on the stairs instead of tile.

Background:

In 2024, Council approved CIP funding for 17-23 Beckwith Street South that included the following improvements with costs forming "Schedule A" of the funding agreement.

Eligible Cost		\$
1	Stair hands rails and flower bed fencing to be sanded and repainted	\$ 500.00
2	Chip and remove existing tiles on stairs. Clean and apply new tile; tile type to be determined – to be approved by the Town prior to install	\$ 5,000.00
3	Parge foundation wall	\$ 600.00
4	Remove two (2) two' X 20' display box signs located on the roof	\$ 1,500.00
5	Remove shingles, tube, and strap	\$ 1,800.00
6	Supply and install new steel roof sheeting corrugated; New steel roof sheets to be installed over strip roof face; steel roof application in standing steel style	\$ 8,000.00
7	Replace the three-section wood/glass window at the entrance with a single-pane (same materials as the existing pane)	\$ 4,500.00
8	Plant the landscape -planters area with 30 Hydrangea	\$ 900.00
Grand Total		\$ 22,800.00

Section 1 of the funding agreement (attached as Schedule "A" to this report) indicates that the Owner must complete all of the noted items in order to receive funding.

It was understood from two CoW meetings where this project was discussed, and references between staff and the owner, that the roof material would be similar to that material used for the Old Post Office building on Russell Street as shown in Figure 1, the window would be replaced in like form, and the degraded tiles would be replaced. The owner is not requesting any other changes to the remaining components of the project as listed in the chart above. On June 18, 2025, a steel roof was installed as shown in Figure 2 that does not resemble the roof of the Old Post Office.



Figure 1 Post Office Roof



Figure 2 17-23 Beckwith S South

After discussions with the owner on the difference in the roof installed instead of what was anticipated, on July 14, 2025, staff determined that the steel roof installed is not in compliance with item number 6 in Schedule A of the funding agreement and therefore advised the Owner that in accordance with Section 3 of the funding agreement (appended to this report), the project would be ineligible for funding. The steel was to be corrugated and installed standing-seam style. The steel product installed does not meet the definition of corrugated which states "having parallel rows of folds that look like a series of waves when seen from the edge", nor does it have the same depth of standing-seam installation like the Old Post Office.

After being advised that the project was now ineligible for funding, the property owner requested that Council consider revising the agreement to make the following changes:

1. Allow and accept the roof as installed which is not corrugated steel, noting the request to remove the window from the roof.
 - Cost of Roof was: \$ 8,000
 - Cost of Roof as is without window: \$ 8,500
2. Allow for the removal of the window in the roof so it would be continuous steel. The owner feels that the window provides no purpose.
 - Cost Reduction: \$ 4,500

3. Allow for the installation of flat, smooth concrete stairs citing the Rideau Hotel entrance steps as an example. The owner feels that concrete provides a safer surface than outdoor tiles that he has advised may become slippery in inclement weather.
- Cost of tiles: \$ 5,000
 - Cost of Concrete: \$ 6,000

The original cost of the project was \$ 22,800 +HST with funding granted at \$10,000, the maximum allowable under program 13. The new total is \$ 19,800 +HST; revised funding would be \$ 9,900.

Staff do not have the authority in the CIP Policy to approve changes to the funding agreements, only Council can make that determination.

The CIP Funding Agreement states in Section 3 “If the completed project is inconsistent with the approved project proposal as described in the application, The Town retains the right to delay (pending correction of the works), withhold or cancel the rebate”.

Analysis and Options:

Staff have compared the work done and additional requested changes to date with what was anticipated with this project. The Evaluation Committee was consulted on the proposed changes. The committee members did not think that the work completed, or the changes requested should be approved. The roof installed does not have the same impact as that of the Old Post Office. It is considerably smoother and flatter than that of a corrugated roof. The steel panels used may have been installed in the standing-seam style but because of the lack of more defined and larger seams the effect is reduced.

The window was to be maintained to further break up an otherwise long flat space and add visual appeal in conjunction with the new roof.

The owner has indicated that there may be a safety issue with using tile as they may become slippery in inclement weather, however options to reduce the risk have not been explored. For example, de-icer can be used, anti-slip stair treads, etc. The issue of safety was not addressed at time of application. If concrete is used, then it will again reduce the visual impact of the property – grey concrete steps combined with the current grey flat roof does not present an impactful change to the property that is looked for in CIP projects.

Three options are presented to Council in response to the Owner’s request.

Option 1 (Recommended)

Council could decline to amend the funding agreement. This option would effectively mean that the Owner would need to complete the project as per the agreement or otherwise funding would be revoked.

Option 2

Council could pass a By-law authorizing the amendment of the agreement as requested by the Owner.

Option 3

Council could pass a By-law authorizing the amendment of the agreement to accommodate some of the changes, with the funding adjusted accordingly.

Budget/Financial Implications:

Currently the project is deemed ineligible meaning that \$10,000 is now available for a Fall CIP application process pending the outcome of this decision by Council. A Fall CIP intake will not proceed if Council decides to revise the Agreement.

Link to Strategic Plan:

Strategic Priority 3 – Redeveloping Waterfront and Downtown; Initiative 3.5 – Support and Implement the downtown revitalization programs of the Community Improvement Plan.

Existing Policy:

- Bylaw 10385-2022 – Designation of Community Improvement Project Area
- Bylaw 10385-2022 – Smiths Falls Community Improvement Plan
- Ontario Planning Act- Section 28

Consultations:

Manager of Development Services, CIP Evaluation Committee, Property Owner of 17-23 Beckwith Street South, Council Meeting Recording from June 24th time marker 1:39:38 and October 7, 2024, time marker 44:59.

Attachments:

Appendix “A” - CIP Funding Agreement 17-23 Beckwith Street South

Respectfully Submitted by:
Marie Elmsley
Planning Clerk

Reviewed by:
Karl Grenke, RPP, MCIP
Manager of Development Services

Approved for agenda by CAO:
Malcolm Morris, CMO

2024 CIP Funding Agreement 17-23 Beckwith Street South

Dated this 17 day of OCTOBER, 2024

COMMUNITY IMPROVEMENT PLAN FUNDING AGREEMENT

17-23 Beckwith Street

THE CORPORATION OF THE TOWN OF SMITHS FALLS
("The Town")

And

Rideau Heartland Centre

4012747 Canada Inc.

c/o Mahmoud Tabaja ("The Applicant")

WHEREAS Section 28(2) of the Planning Act RSO 1990, as amended, provides that Council may, by by-law, designate the whole or any part of an area of its jurisdiction as a Community Improvement Project Area;

WHEREAS Section 28(7) of the Planning Act RSO 1990, as amended, allows the municipality to make grants or loans, in conformity with a Community Improvement Plan to owners, assessed owners or tenants of property within the Community Improvement Project Area for eligible costs of the Community Improvement Plan;

WHEREAS the Council of the Corporation of The Town of Smiths Falls passed By-law 10385-2022 designating a Community Improvement Project Area for The Town of Smiths Falls;

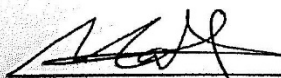
WHEREAS, the Council of the Corporation of The Town of Smiths Falls passed By-law 10386-2022 adopting the Smiths Falls Community Improvement Plan prepared by Dillon Consulting;

WHEREAS, The Applicant has applied for the Front, Side, and Rear Façade Improvement Rebate ("Program 13") under the Smiths Falls Community Improvement Plan for the property municipally known as 17-23 Beckwith Street North.


AND WHEREAS the Council of the Corporation of The Town of Smiths Falls passed By-law 10588-2024 which granted the release of up to \$10,000.00 to The Applicant, subject to the following conditions:

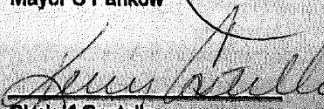
- 1) The Town shall provide The Applicant with a Front, Side, and Rear Façade Improvement Rebate ("Program 13") of up to \$10,000.00 released upon 100% completion of all items in Schedule 'A' attached and forming part of this agreement.
- 2) At the time of completion, The Applicant will provide to The Town invoices and/or statements confirming the final costs of the works completed as attached in Schedule 'A'. Following the submission of the subject invoices, The Town will review for consistency with the approved project and release funds accordingly.
- 3) If the completed project is inconsistent with the approved project proposal as described in the application, The Town retains the right to delay (pending correction of the works), withhold or cancel the rebate.
- 4) Should the Invoices and/or statements, submitted to The Town in accordance with paragraph 2), demonstrate a cost savings, the rebate will be adjusted to represent 50% of the final cost of work before harmonized sales tax (HST).

- 5) The Town reserves the right to audit any studies and/or works as described in Schedule 'A' and the Applicant hereby grants authorization for the Town to access the property for the purposes of verifying compliance with this Agreement,
- 6) The Applicant agrees that the works described in Schedule 'A' shall be completed within 18 months following the execution of this agreement and that the Applicant agrees that all project invoices representing completion of the works identified in Schedule "A" be provided to the Town prior to this date. The applicant agrees that if the works are not completed in that date, then the Town may revoke the funding referenced in Section 1.
- 7) The Applicant warrants and agrees that they are in good standing with respect to property taxes and all other municipal accounts and will remain in good standing until completion of all works described in Schedule 'A' and release of the rebate. The Applicant acknowledges that where arrears exist, rebates will not be released until arrears are eliminated.
- 8) The Applicant warrants and agrees that there are no outstanding work orders issued by The Town against the property. The Applicant acknowledges that where outstanding work orders exist, rebate will not be released until all work orders have been resolved.
- 9) The Applicant warrants and agrees that The Town is not responsible for any costs incurred by The Applicant in applying for any programs under the Smiths Falls CIP.
- 10) The Applicant acknowledges and agrees that the rebate does not apply to performance securities posted by the proponent, expenses incurred by The Applicant through the Ontario Land Tribunal or other court proceedings or required professional studies.
- 11) The Applicant shall have and retain a valid Business License for the business operation subject to this agreement.
- 12) The Applicant shall obtain a Sign Permit, in accordance with The Town's Sign By-law, for the fascia sign listed in the works described in Schedule 'A'.
- 13) Where required, The Applicant shall be responsible for obtaining a Building Permit. Building Permit(s) applicable to the works described in Schedule 'A' must receive a satisfactory occupancy and/or final inspection (whichever comes first) prior to the release of the rebate.
- 14) The Applicant warrants and agrees that no changes to the works outlined in Schedule 'A' shall be made for five years from the date of execution of this agreement without first obtaining approval from the Town.


Mahmoud Tabaja, Applicant

MAHMOUD TABAJA
Applicant Name, Printed


Mayor S Pankow


Clerk K Costello

SCHEDULE "A"
COMMUNITY IMPROVEMENT PLAN
FUNDING AGREEMENT

The following shall constitute the works as referenced in this agreement:

Eligible Cost		\$
1	Stair hands rails and flower bed fencing to be sanded and repainted	\$ 500.00
2	Chip and remove existing tiles on stairs. Clean and apply new tile; tile type to be determined – to be approved by the Town prior to install	\$ 5,000.00
3	Parse foundation wall	\$ 600.00
4	Remove two (2) 2' X 20' display box signs located on the roof	\$ 1,500.00
5	Remove shingles, tube and strap	\$ 1,800.00
6	Supply and install new steel roof sheeting corrugated; New steel roof sheets to be installed over strip roof face; steel roof application in standing steel style	\$ 8,000.00
7	Replace the three-section wood/glass window at the entrance with a single-pane (same materials as the existing pane)	\$ 4,500.00
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Grand Total		\$ 22,800.00