



Finance, Administration and Operations Committee

Tuesday, September 19, 2017, 4:15 pm
City Hall, Council Chambers

Committee Members

Councillor L. Bursey,
Chair
Councillor T. Blanchard
Councillor P. Deery
Councillor J. Fullarton
Mayor D. Henderson,
Ex-Officio

Areas of Responsibility:

Clerk's Office	CRCA
Environmental Services	Cemetery
Finance Department	Health Unit
Fire Department	Joint Services
Human Resources Dept.	Committee
Operations Department	PLMG
Airport Commission	Police Services Board
Arena Advisory Board	Safe Communities
Brockville Municipal	Coalition
Accessibility Advisory	St. Lawrence Lodge
Committee (BMAAC)	Management Board
	Volunteer Awards
	All legal matters
	[excepting the purchase
	and sale of land]

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AGENDA

Disclosure of Interest

Delegations and Presentations

- 5
1. Schofield Park Tennis & Pickleball Court Proposal
Jo Ann Brinkworth
Brockville Pickleball Club
 2. Request for Crosswalk on Water Street
Condominium Board Representative
The Executive

Correspondence & Communications

Nil.

Reports from Boards and Committees

1. Arena Advisory Committee
John Ackerman

Staff Reports

- 6 - 7 1. 2017-091-09
License to Occupy Agreement 48 King Street West

THAT Council authorize the Mayor and City Clerk to execute a licence agreement with Kemptville Suites Ltd., to permit the occupation of the building located at 48 King Street West onto Court House Avenue.

- 8 - 12 2. 2017-092-09
Water Treatment Plant - Backwash Wastewater Residual
Management System Engineering/Consulting Services

THAT Council approve the Engineering/Consulting Services of EVB Engineering in the amount of Sixty-Four Thousand, Four Hundred and Fifty-Four dollars (\$64,454.00) for the detailed design, preparation of construction tender documentation, MOECC approval submission, and provision of on-site project management for upgrades to the backwash wastewater residual management system at the City's Water Treatment Plant; and

THAT the funds be allocated from the 2017 Water Equipment/Construction Capital Account 9403010- 9940414.

- 13 - 14 3. 2017-093-09
Services Repair on Schofield Ave

THAT Council accepts the tender from Knapp's Paving and Landscaping in the amount of One Hundred and Ninety Eight Thousand, Six-Hundred and Sixty-Five dollars and Fourteen Cents. (\$198,665.14) excluding HST for the installation of new water services on Schofield; and

THAT the funds be allocated from the 2017 Approved Capital Budget, Schofield Avenue, account 9403015-9403164.

- 15 - 28 4. 2017-094-09
Renewal of Franchise Agreement – Enbridge Gas Distribution Inc

THAT this Council approves the form of draft By-law (including the Franchise Agreement forming part thereof) attached hereto and authorizes the submission thereof to the Ontario Energy Board for approval pursuant to the provisions of Section 9 of the Municipal Franchises Act.

THAT this Council requests the Ontario Energy Board to make an order dispensing with the assent of the municipal electors of the attached draft By-law (including the franchise agreement forming part thereof) pursuant to the provisions of Section 9(4) of the Municipal Franchises Act.

- 29 - 31 5. 2017-095-09
Reticle Lease Amendment

THAT the lease agreements between the City of Brockville and Reticle Ventures Inc. be amended to reclassify the 11.5 hectare area highlighted in Attachment 1 from "Training 'A' Lands" and "Training 'B' Lands" to "Range Lands" at the Brockville 1000 Islands Regional Tackaberry Airport, subject to confirmation from Elizabethtown-Kitley that the Site Plan Agreement permits the lands to be used as part of the range.

- 32 - 33 6. 2017-096-09
Immigration Portal Funding

THAT Council authorize the Mayor and City Clerk to enter into a Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario as represented by the Ministry of Citizenship and Immigration for funding to redevelop the existing Leeds & Grenville Immigration Portal for a contribution of \$87,500 towards expenditures in 2017 and 2018.

New Business - Reports from Members of Council

Nil.

FAO - Consent Agenda

Adjournment

THAT the Finance, Administration and Operations Committee adjourn its meeting until the next regular meeting scheduled for October 17, 2017.

Schofield Park Tennis Courts

Strowger Boulevard

The Brockville Pickleball Club would like the City of Brockville to consider improving the tennis courts on Strowger, converting one of the courts to 4 pickleball courts.

We are seeking permission and funds to turn the easterly court into four pickleball courts. Based on contacting and reviewing other facilities we have come up with this list that would accomplish our needs.

- Resurface the easterly court
- Install 8 posts for nets
- Install a fence to separate the pickleball courts from the tennis court
- Line the courts for the four pickleball courts
- Buy 4 pickleball nets

Additionally:

- Fill in the cracks on the tennis court
- Fix the surrounding court fence
- Clean up the weeds (keeping the vines on the fences for shade)
- Make the existing lights operable and accessible for evening play in the spring and fall

ESTIMATE OF COSTS FOR THE PICKLEBALL SIDE

Install posts and fence	\$4,780
Acrylic surfacing	\$3,000
Paint Lines	\$ 500
Nets (4x160+tax)	\$ 700
Total	<u>\$8,980</u>

Contact: **George de Jong** @ 613-865-8294 george.dejong@gmail.com

George has spearheaded this effort and has been in contact with all the parties to put this quote together.

Presentation to City of Brockville Finance / Operations Committee meeting September 19, 2017.

REPORT TO FINANCE, ADMINISTRATION AND OPERATIONS COMMITTEE
September 19, 2017

2017-091-09

License to Occupy Agreement
48 King Street West
Kemptville Suites Ltd.

Sandra MacDonald
City Clerk

RECOMMENDED

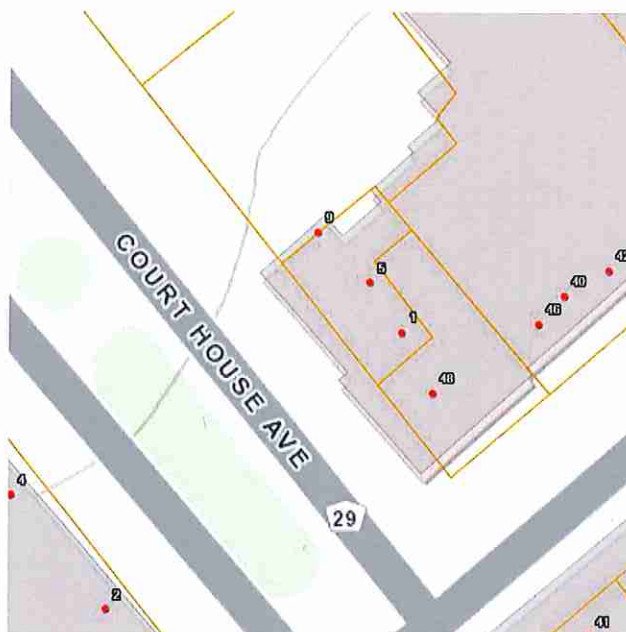
THAT Council authorize the Mayor and City Clerk to execute a licence agreement with Kemptville Suites Ltd., to permit the occupation of the building located at 48 King Street West onto Court House Avenue.

PURPOSE

Mr. Thompson, representative of Kemptville Suites Ltd. has made a request to the City to enter into an agreement indicating that a portion of the building located at 48 King Street West (former Cummings Cossitt) is located within the road allowance for Court House Avenue.

ANALYSIS

The applicant contacted the Clerk's Office upon the recent purchase of the property at 48 King Street West. Upon transfer it was noted that a portion of the building was constructed on the Court House Avenue road allowance. It was recommended that a license to occupy should be entered into and registered on title for the property



This agreement is legal housekeeping in nature. It will however provide notice to future owners of the extent of the building footprint should the building ever be demolished.

FINANCIAL CONSIDERATIONS

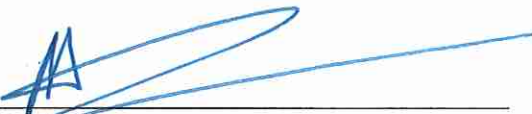
There are no financial considerations associated with this report. All costs, including legal, will be borne by the applicant.



S. MacDonald
City Clerk



D. Dick, CPA, CA
Director of Corporate Services



B. Casselman
City Manager

September 5, 2017

REPORT TO FINANCE, ADMINISTRATION, OPERATIONS COMMITTEE – SEPT. 19, 2017

2017-092-09

**WATER TREATMENT PLANT
BACKWASH WASTEWATER RESIDUAL
MANAGEMENT SYSTEM
ENGINEERING/CONSULTING SERVICES**

**PETER RAABE, P. ENG.
DIRECTOR OF ENVIRONMENTAL SERVICES
DON RICHARDS
SUPERVISOR WATER SYSTEMS**

RECOMMENDED

THAT Council approve the Engineering/Consulting Services of EVB Engineering in the amount of Sixty-Four Thousand, Four Hundred and Fifty-Four dollars (\$64,454.00) for the detailed design, preparation of construction tender documentation, MOECC approval submission, and provision of on-site project management for upgrades to the backwash wastewater residual management system at the City's Water Treatment Plant; and

THAT the funds be allocated from the 2017 Water Equipment/Construction Capital Account 9403010- 9940414.

PURPOSE

The purpose of this report is to receive Council's approval to proceed with the engineering and consulting services for upgrades to the Water Treatment Plant's backwash wastewater residual management system.

BACKGROUND

On February 28, 2017, Environment Canada's Enforcement Branch conducted an unannounced inspection at the City's Water Treatment Plant. During the course of the inspection, it was noted that a portion of the Water Treatment Plant's backwash wastewater was being deposited into the St. Lawrence River. According to the inspector's report, the City was depositing a deleterious substance in water frequented by fish that is not authorized under the Fisheries Act.

As a result of the inspection, a directive was issued to the City of Brockville to ensure no deleterious substance is discharged to the St. Lawrence River. On July 1, 2017, the City submitted a report to Environment Canada outlining how the City intends on addressing the issue over the long term by upgrading the backwash wastewater residual management system.

ANALYSIS/OPTIONS

The following Engineering firms were contacted to submit proposals for the detailed design, tendering and project management (net HST included):

- | | |
|-------------------------|-----------------------|
| 1) EVB Engineering..... | \$65,588.39 |
| 2) J.L. Richards..... | \$70,669.27 |
| 3) CH2M..... | No Proposal Submitted |

POLICY IMPLICATIONS

In accordance with the City's Purchasing By-Law, Council's authorization is required to obtain the services of an engineering/consulting firm when the fees exceed \$10,000.00.

FINANCIAL CONSIDERATIONS

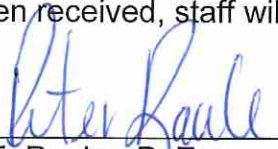
In June 2017, Council authorized funding in the amount of \$150,000 for the design and construction of a backwash water system at the City's Water Treatment Plant through report 2017-068-06 (attachment #1).

The expenditure for engineering services is considerably higher than originally thought for this project. There are sufficient funds in the approved Backwash Wastewater Residual Management Upgrade Account (\$150,000.00) to cover the Engineering Services of \$65,588.39. However, it is anticipated the remaining balance of the account, \$84,411.61, will not be sufficient to complete the remainder of the project.

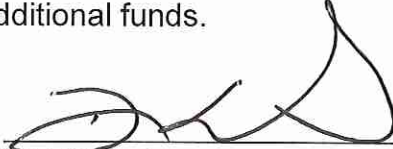
Once equipment and construction tender quotations are received, additional funding will be required to complete the construction portion of the project.

CONCLUSION

It is recommended that Council approve staff to proceed with the engineering/consulting services of EVB Engineering at \$65,588.39 and that once construction tenders have been received, staff will prepare a report requesting additional funds.


 P.E. Raabe, P. Eng.
 Director of Environmental Services


 D. Dick, CA, CPA
 Director of Corporate Services


 D. Richards
 Supervisor Water Systems


 B. Casselman
 City Manager

2017-092-09

June 09, 2017

REPORT TO FINANCE, ADMINISTRATION, OPERATIONS COMMITTEE – JUNE 20, 2017

2017-068-06

**WATER TREATMENT PLANT -
BACKWASH WATER
SYSTEM**

**PETER RAABE, P.ENG.
DIRECTOR OF ENVIRONMENTAL SERVICES
DON RICHARDS
SUPERVISOR WATER SYSTEMS**

RECOMMENDED

THAT Council approve funding in the amount of One Hundred and Fifty Thousand dollars (\$150,000.00) for the design and construction of a backwash water system at the City's Water Treatment Plant; and

THAT the funds in the amount \$24,834.00 be allocated from a surplus in the 2014 Water Equipment/Construction Capital account 9403010- 9940365; and

THAT the remaining funds be allocated from the Water Rate Long Term Capital Asset Reserve.

PURPOSE

The purpose of this report is to get Council's approval to proceed with a project to direct all backwash water at the City's Water Treatment Plant to the City's sanitary sewer system and to approve sufficient funding to complete the work.

BACKGROUND

On February 28, 2017, an enforcement officer from Environment Canada's Enforcement Branch conducted an unannounced inspection at the City's Water Treatment Plant. During the course of the inspection, the officer noted that a portion of the WTP's backwash water was being deposited into the St. Lawrence River. The officer took a sample of the backwash water and noted that there was chlorine present at a concentration of 0.46 mg/l. As a result, the officer directed the City to stop the operation immediately. According to the inspector's report, the City was depositing a deleterious substance in water frequented by fish that is not authorized under the Fisheries Act.

Since February 28, the Water Division has devised a temporary method to de-chlorinate any of the backwash water that is directed to the St. Lawrence River while the majority of it is discharged to the City's sanitary sewer system. Unfortunately, this is only a temporary solution and is not practicable over the long term. The City has made the Ministry of Environment Energy and Climate Change (MOECC) aware of these changes and has obtained their approval to do so.

By July 1, 2017, the City is required to submit a report to Environment Canada outlining how the City intends on addressing the issue over the long term.

ANALYSIS/OPTIONS

Raw water from the St. Lawrence River is pumped from the low lift station to flocculation tanks. The raw water then leaves the flocculation tanks and goes through the plant's granular activated carbon filter beds where larger particles and suspended solids are filtered out. The raw water then proceeds to the clear wells and reservoir where it is chlorinated and stored until it is pumped into the City's water distribution system.

The backwash water is created from the cleaning process of the granular activated carbon filter beds. Chlorinated water from the reservoir is pumped in the opposite direction of the filtering process. Any particles or matter trapped in the media is removed by the water moving in the reversed flow direction. This backwash (dirty) water then goes to a settling tank where the heavier particles precipitate out to the bottom of the tank. This sludge on the bottom of the tank is then pumped to the City's sanitary sewer system while the upper supernatant water is discharged to the river.

Staff has come up with three (3) viable options to correct the problem.

The first option would be to discontinue any discharge to the St. Lawrence River and direct it all to the sanitary sewer system. However, the system currently in place is not able to take the total amount of wastewater over the course of normal working hours. In order to utilize the existing forcemain, staff would be required to work additional hours. This could be achieved two ways. The first would be to have a staff person work 4 hours of overtime each day as required. This would cost approximately \$25,000/yr. The second way would be to have a staff person cover the work as part of their daily shift (no overtime). This would not have any direct additional cost but would however have an impact on the efficiency of the work being complete during normal working hours which would ultimately have a cost.

The second option considered would be to design and construct a proper de-chlorination system inside the plant. This would require engineering work, new pumps, tank modifications, piping modification, new controls and the installation of a new de-chlorination system. The down side to this option is that it adds another process to the system which has to be operated and maintained on an on-going basis and is not risk free. Should the process operation fail or the plant experience a mechanical failure, there is a risk that chlorinated water could be discharged to the river. It is estimated that the cost of such a system is in the order of \$50,000 to \$100,000.

The third option considered and the one being recommended is to install new pumps, reconfigure the wastewater piping within the plant and construct a new forcemain so that all wastewater is directed to the sanitary sewer. This option is the most expensive

option but has no risk to the City. It is estimated that the cost of this type of system is approximately \$150,000.

Regardless of the option selected, the City will still have to obtain approval from the MOECC and notify Environment Canada.

POLICY IMPLICATIONS

Council's authorization is required to complete the project and utilize funds from a reserve account and surpluses from another capital project.

FINANCIAL CONSIDERATIONS

There are sufficient funds in the Water Rate Long Term Capital Asset Reserve of approximately \$2.1 million and from the surplus of a 2014 capital project which has just been recently completed to accommodate the estimated \$150,000 to complete the project.

CONCLUSION

It is recommended that Council approve staff to proceed with the design and construction of a new backwash water system including new pumps, piping, controls and forcemain at an estimated cost of \$150,000.

P.E. Raabe, P. Eng.
Director of Environmental Services

D. Richards
Supervisor Water Systems

D. Dick, CA, CPA
Director of Corporate Services

B. Casselman
City Manager

September 6, 2017

REPORT TO FINANCE, ADMINISTRATION, OPERATIONS COMMITTEE – SEPT. 19, 2017

**2017-093-09
SERVICES REPAIR ON
SCHOFIELD AVENUE**

**P.E. RAABE, P.ENG.
DIRECTOR OF ENVIRONMENTAL SERVICES
WATER SYSTEMS SUPERVISOR
S. ALLEN, C.E.T.
SUPERVISOR OF ENGINEERING**

RECOMMENDED

THAT Council accepts the tender from Knapp's Paving and Landscaping in the amount of One Hundred and Ninety Eight Thousand, Six-Hundred and Sixty-Five dollars and Fourteen Cents. (\$198,665.14) excluding HST for the installation of new water services on Schofield; and

THAT the funds be allocated from the 2017 Approved Capital Budget, Schofield Avenue, account 9403015-9403164.

PURPOSE

The purpose of this report is to award the tender for installation of new water services on Schofield Avenue.

BACKGROUND

During the 2017 budget proceedings, Council approved the work for Schofield Avenue. The work consists of the installation of new water services to the 200mm water main from the 100mm water main. The contract and tender was prepared by staff and advertised with a closing date of August 31, 2017.

At the tender opening, only two bids were received with the lowest being Knapp's Paving and Landscaping. Since only two bids were received; and in accordance with the City Purchasing By-law, Council must approve the tender in order for the work to proceed.

ANALYSIS/OPTIONS

Tenders for Contract 2017-33 Services Repair on Schofield Avenue were opened at City Hall on Thursday, August 31, 2017 at 2:00 pm. The following is a summary of the results:

1. Knapp's Paving and Landscaping	\$198,665.14
2. Ken Miller Excavating	\$204,300.00

Engineer's Estimate (based on final design).....	\$165,000.00
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The tenders have been checked and found to be in order.

The proposed work will include the construction of 18 new water services that are currently serviced from the existing 100mm water main to be switched over to the existing 200mm water main.

POLICY IMPLICATIONS


In accordance with the City's Budgetary Control and Purchasing By-law 090-2005, when fewer than three (3) bids are received, Council's approval is required.

FINANCIAL CONSIDERATIONS

There are sufficient funds in the amount of Two Hundred and Twenty-Five Thousand (\$225,000.00) that was approved in the 2017 Capital Budget to do the work.

CONCLUSION

It is recommended that Council award the tender for Contract 2017-33 to Knapp's Paving and Landscaping, and that the funds allocated in account 9403015-9403164 be used to finance this project.




P.E. Raabe, P.Eng.
Director of Environmental Services



S. Allen, C.E.T.
Supervisor of Engineering



David Dick, CA, CPA
Director of Corporate Services



B. Casselman
City Manager

SEPTEMBER 19, 2017

REPORT TO FINANCE, ADMIN. & OPERATIONS COMMITTEE – SEPTEMBER 19, 2017

**2017-094-09
RENEWAL OF FRANCHISE AGREEMENT
ENBRIDGE GAS DISTRIBUTION INC.**

**C.J. COSGROVE, P.ENG
DIRECTOR OF OPERATIONS**

RECOMMENDED

THAT this Council approves the form of draft By-law (including the Franchise Agreement forming part thereof) attached hereto and authorizes the submission thereof to the Ontario Energy Board for approval pursuant to the provisions of Section 9 of the Municipal Franchises Act.

THAT this Council requests the Ontario Energy Board to make an order dispensing with the assent of the municipal electors of the attached draft By-law (including the franchise agreement forming part thereof) pursuant to the provisions of Section 9(4) of the Municipal Franchises Act.

PURPOSE

The purpose of this report is to renew the Franchise Agreement between Enbridge Gas Distribution Inc. (Enbridge) and the City.

BACKGROUND

The Franchise Agreement between Enbridge and the City gives Enbridge the right to supply and distribute natural gas to the residents of Brockville, and lays out the responsibilities of the parties as Enbridge carries out its activities in Brockville.

The current Franchise Agreement expires in November, 2017.

ANALYSIS

The model Franchise Agreement (Attachment 1) was created by a joint committee of Gas Company and Municipal Sector representatives. It is used by all municipalities in Ontario.

The model Franchise Agreement accurately reflects the local working situation between Enbridge and the City.

2017-094-09

RENEWAL OF FRANCHISE AGREEMENT – ENBRIDGE GAS DISTRIBUTION INC.

Page 2

This is the first step in the process of renewing the Franchise Agreement. Attachment 2 outlines all of the steps required to complete the renewal.

POLICY IMPLICATIONS


Council endorsement of the draft Franchise Agreement is required.

FINANCIAL ANALYSIS

There are no financial implications related to this recommendation.

CONCLUSION

The City of Brockville should agree to renew the Franchise Agreement with Enbridge.



C.J. Cosgrove, P.Eng.
Director of Operations

B. Casselman
City Manager

D. Dick, CPA, CA
Director of Corporate Services

THE CORPORATION OF THE CITY OF BROCKVILLE ("CORPORATION")

BY-LAW NUMBER _____

**A BY-LAW TO AUTHORIZE A FRANCHISE AGREEMENT
BETWEEN THE CORPORATION AND
ENBRIDGE GAS DISTRIBUTION INC.**

WHEREAS the Council of the Corporation deems it expedient to enter into the attached franchise agreement with Enbridge Gas Distribution Inc.;

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to The Municipal Franchises Act on the _____ day of _____, 20____ has approved the terms and conditions upon which and the period for which the franchise provided for in the attached agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-law is not necessary;

NOW THEREFORE BE IT ENACTED:

1. That the attached franchise agreement between the Corporation and Enbridge Gas Distribution Inc. is hereby authorized and the franchise provided for therein is hereby granted.
2. That the Mayor and the Clerk are hereby authorized and instructed on behalf of the Corporation to enter into and execute under its corporate seal and deliver the aforesaid agreement, which agreement is hereby incorporated into and shall form part of this By-law.

Read the first and second time this _____ day of _____, 20____.

Clerk

Reeve

Read the third time and ENACTED AND PASSED this _____ day of _____, 20____.

Clerk

Reeve

Model Franchise Agreement

THIS AGREEMENT effective this day of , 20 .

BETWEEN: The Corporation of The City of Brockville hereinafter called the
"Corporation"

- and -

Enbridge Gas Distribution Inc. hereinafter called the "Gas Company"

WHEREAS the Gas Company desires to distribute, store and transmit gas in the Municipality upon the terms and conditions of this Agreement;

AND WHEREAS by by-law passed by the Council of the Corporation (the "By-law"), the duly authorized officers have been authorized and directed to execute this Agreement on behalf of the Corporation;

THEREFORE the Corporation and the Gas Company agree as follows:

Part I - Definitions

1. In this Agreement:

- a. "decommissioned" and "decommissions" when used in connection with parts of the gas system, mean any parts of the gas system taken out of active use and purged in accordance with the applicable CSA standards and in no way affects the use of the term 'abandoned' pipeline for the purposes of the Assessment Act;
- b. "Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation;
- c. "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;
- d. "gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment

as the Gas Company may require or deem desirable for the distribution, storage and transmission of gas in or through the Municipality;

- e. "highway" means all common and public highways and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the Corporation;
- f. "Model Franchise Agreement" means the form of agreement which the Ontario Energy Board uses as a standard when considering applications under the Municipal Franchises Act. The Model Franchise Agreement may be changed from time to time by the Ontario Energy Board;
- g. "Municipality" means the territorial limits of the Corporation on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the Corporation;
- h. "Plan" means the plan described in Paragraph 5 of this Agreement required to be filed by the Gas Company with the Engineer/Road Superintendent prior to commencement of work on the gas system; and
- i. whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Agreement so requires.

Part II - Rights Granted

- 2. To provide gas service:

The consent of the Corporation is hereby given and granted to the Gas Company to distribute, store and transmit gas in and through the Municipality to the Corporation and to the inhabitants of the Municipality.

3. To Use Highways.

Subject to the terms and conditions of this Agreement the consent of the Corporation is hereby given and granted to the Gas Company to enter upon all highways now or at any time hereafter under the jurisdiction of the Corporation and to lay, construct, maintain, replace, remove, operate and repair a gas system for the distribution, storage and transmission of gas in and through the Municipality.

4. Duration of Agreement and Renewal Procedures.

- a. If the Corporation has not previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law.

or

- b. If the Corporation has previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law provided that, if during the 20-year term this Agreement, the Model Franchise Agreement is changed, then on the 7th anniversary and on the 14th anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20-year term.
- c. At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. This shall not preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the Municipal Franchises Act.

Part III - Conditions

5. Approval of Construction

- a. The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit therefor has first been obtained from the Engineer/Road Superintendent and all work done by the Gas Company shall be to his satisfaction.
- b. Prior to the commencement of work on the gas system, or any extensions or changes to it (except service laterals which do not interfere with municipal works in the highway), the Gas Company shall file with the Engineer/Road Superintendent a Plan, satisfactory to the Engineer/Road Superintendent, drawn to scale and of sufficient detail considering the complexity of the specific locations involved, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy.
- c. The Plan filed by the Gas Company shall include geodetic information for a particular location:
 - i. where circumstances are complex, in order to facilitate known projects, including projects which are reasonably anticipated by the Engineer/Road Superintendent, or
 - ii. when requested, where the Corporation has geodetic information for its own services and all others at the same location.
- d. The Engineer/Road Superintendent may require sections of the gas system to be laid at greater depth than required by the latest CSA standard for gas pipeline systems to facilitate known projects or to correct known highway deficiencies.
- e. Prior to the commencement of work on the gas system, the Engineer/Road Superintendent must approve the location of the work as shown on the Plan filed by the Gas Company, the timing of the work and any terms and conditions relating to the installation of the work.
- f. In addition to the requirements of this Agreement, if the Gas Company proposes to affix any part of the gas system to a bridge, viaduct or other structure, if the Engineer/Road Superintendent approves this proposal, he may require the Gas Company to comply with special conditions or to enter into a separate agreement as a condition of the approval of this part of the construction of the gas system.

- g. Where the gas system may affect a municipal drain, the Gas Company shall also file a copy of the Plan with the Corporation's Drainage Superintendent for purposes of the Drainage Act, or such other person designated by the Corporation as responsible for the drain.
- h. The Gas Company shall not deviate from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received.
- i. The Engineer/Road Superintendent's approval, where required throughout this Paragraph, shall not be unreasonably withheld.
- j. The approval of the Engineer/Road Superintendent is not a representation or warranty as to the state of repair of the highway or the suitability of the highway for the gas system.

6. As Built Drawings

The Gas Company shall, within six months of completing the installation of any part of the gas system, provide two copies of "as built" drawings to the Engineer/Road Superintendent. These drawings must be sufficient to accurately establish the location, depth (measurement between the top of the gas system and the ground surface at the time of installation) and distance of the gas system. The "as built" drawings shall be of the same quality as the Plan and, if the approved pre-construction plan included elevations that were geodetically referenced, the "as built" drawings shall similarly include elevations that are geodetically referenced. Upon the request of the Engineer/Road Superintendent, the Gas Company shall provide one copy of the drawings in an electronic format and one copy as a hard copy drawing.

7. Emergencies

In the event of an emergency involving the gas system, the Gas Company shall proceed with the work required to deal with the emergency, and in any instance where prior approval of the Engineer/Road Superintendent is normally required for the work, the Gas Company shall use its best efforts to immediately notify the Engineer/Road Superintendent of the location and nature of the emergency and the work being done and, if it deems appropriate, notify the police force, fire or other emergency services having jurisdiction. The Gas Company shall provide the Engineer/Road Superintendent with at least one 24 hour emergency contact for the Gas Company and shall ensure the contacts are current.

8. Restoration

The Gas Company shall well and sufficiently restore, to the reasonable satisfaction of the Engineer/Road Superintendent, all highways, municipal works or improvements which it may excavate or interfere with in the course of laying, constructing, repairing or removing its gas system, and shall make good any settling or subsidence thereafter caused by such excavation or interference. If the Gas Company fails at any time to do any work required by this Paragraph within a reasonable period of time, the Corporation may do or cause such work to be done and the Gas Company shall, on demand, pay the Corporation's reasonably incurred costs, as certified by the Engineer/Road Superintendent.

9. Indemnification

The Gas Company shall, at all times, indemnify and save harmless the Corporation from and against all claims, including costs related thereto, for all damages or injuries including death to any person or persons and for damage to any property, arising out of the Gas Company operating, constructing, and maintaining its gas system in the Municipality, or utilizing its gas system for the carriage of gas owned by others. Provided that the Gas Company shall not be required to indemnify or save harmless the Corporation from and against claims, including costs related thereto, which it may incur by reason of damages or injuries including death to any person or persons and for damage to any property, resulting from the negligence or wrongful act of the Corporation, its servants, agents or employees.

10. Insurance

- a. The Gas Company shall maintain Comprehensive General Liability Insurance in sufficient amount and description as shall protect the Gas Company and the Corporation from claims for which the Gas Company is obliged to indemnify the Corporation under Paragraph 9. The insurance policy shall identify the Corporation as an additional named insured, but only with respect to the operation of the named insured (the Gas Company). The insurance policy shall not lapse or be cancelled without sixty (60) days' prior written notice to the Corporation by the Gas Company.
- b. The issuance of an insurance policy as provided in this Paragraph shall not be construed as relieving the Gas Company of liability not covered by such insurance or in excess of the policy limits of such insurance.

- c. Upon request by the Corporation, the Gas Company shall confirm that premiums for such insurance have been paid and that such insurance is in full force and effect.

11. Alternative Easement

The Corporation agrees, in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence, to give the Gas Company reasonable notice of such proposed sale or closing and, if it is feasible, to provide the Gas Company with easements over that part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve any part of the gas system in its then existing location. In the event that such easements cannot be provided, the Corporation and the Gas Company shall share the cost of relocating or altering the gas system to facilitate continuity of gas service, as provided for in Paragraph 12 of this Agreement.

12. Pipeline Relocation

- a. If in the course of constructing, reconstructing, changing, altering or improving any highway or any municipal works, the Corporation deems that it is necessary to take up, remove or change the location of any part of the gas system, the Gas Company shall, upon notice to do so, remove and/or relocate within a reasonable period of time such part of the gas system to a location approved by the Engineer/Road Superintendent.
- b. Where any part of the gas system relocated in accordance with this Paragraph is located on a bridge, viaduct or structure, the Gas Company shall alter or relocate that part of the gas system at its sole expense.
- c. Where any part of the gas system relocated in accordance with this Paragraph is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Corporation and the Gas Company on the basis of the total relocation costs, excluding the value of any upgrading of the gas system, and deducting any contribution paid to the Gas Company by others in respect to such relocation; and for these purposes, the total relocation costs shall be the aggregate of the following:
 - i. the amount paid to Gas Company employees up to and including field supervisors for the hours worked on the project plus the current cost of fringe benefits for these employees,

- ii. the amount paid for rental equipment while in use on the project and an amount, charged at the unit rate, for Gas Company equipment while in use on the project,
 - iii. the amount paid by the Gas Company to contractors for work related to the project,
 - iv. the cost to the Gas Company for materials used in connection with the project, and
 - v. a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (i), (ii), (iii) and (iv) above.
- d. The total relocation costs as calculated above shall be paid 35% by the Corporation and 65% by the Gas Company, except where the part of the gas system required to be moved is located in an unassumed road or in an unopened road allowance and the Corporation has not approved its location, in which case the Gas Company shall pay 100% of the relocation costs.

Part IV - Procedural And Other Matters

13. Municipal By-laws of General Application

The Agreement is subject to the provisions of all regulating statutes and all municipal by-laws of general application, except by-laws which have the effect of amending this Agreement.

14. Giving Notice

Notices may be delivered to, sent by facsimile or mailed by prepaid registered post to the Gas Company at its head office or to the authorized officers of the Corporation at its municipal offices, as the case may be.

15. Disposition of Gas System

- a. If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove the part of its gas system affixed to the bridge, viaduct or structure.
- b. If the Gas Company decommissions any other part of its gas system, it shall have the right, but is not required, to remove that part of its gas system. It may exercise its right to remove the decommissioned parts of its gas system by giving notice of its intention to do so by filing a Plan

as required by Paragraph 5 of this Agreement for approval by the Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the decommissioned gas system as the Corporation may require for such purposes and neither party shall have recourse against the other for any loss, cost, expense or damage occasioned thereby. If the Gas Company has not removed the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

16. Use of Decommissioned Gas System

- a. The Gas Company shall provide promptly to the Corporation, to the extent such information is known:
 - i. the names and addresses of all third parties who use decommissioned parts of the gas system for purposes other than the transmission or distribution of gas; and
 - ii. the location of all proposed and existing decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas.
- b. The Gas Company may allow a third party to use a decommissioned part of the gas system for purposes other than the transmission or distribution of gas and may charge a fee for that third party use, provided
 - i. the third party has entered into a municipal access agreement with the Corporation; and
 - ii. the Gas Company does not charge a fee for the third party's right of access to the highways.
- c. Decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas are not subject to the provisions of this Agreement. For decommissioned parts of the gas system used for purposes other than the transmission and distribution of gas, issues

such as relocation costs will be governed by the relevant municipal access agreement.

17. Franchise Handbook

The Parties acknowledge that operating decisions sometimes require a greater level of detail than that which is appropriately included in this Agreement. The Parties agree to look for guidance on such matters to the Franchise Handbook prepared by the Association of Municipalities of Ontario and the gas utility companies, as may be amended from time to time.

18. Agreement Binding Parties

This Agreement shall extend to, benefit and bind the parties thereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the parties have executed this Agreement effective from the date written above.

THE CORPORATION OF THE CITY OF BROCKVILLE

By: _____

By: _____

Duly Authorized Officer

ENBRIDGE GAS DISTRIBUTION INC.

By: _____

By: _____

Kindly refer to the attached "Task List" for your reference and ease in completing the Franchise Agreement. We thank you for your co-operation with this process.

CHECK LIST FOR COMPLETING FRANCHISE AGREEMENT

Task #	Task	✓ Task Complete
Upon receipt of Franchise Agreement Package from Enbridge Gas Distribution:		
1	Municipality creates official Resolution for execution purposes – one original required	
2	Municipality executes 4 original Resolution documents	
3	Municipality forwards original executed Resolution document with Draft By-law and Franchise Agreement documents to Enbridge Gas Distribution	
Upon receipt of Ontario Energy Board's Decision and Order regarding the Franchise Agreement:		
Enbridge Gas Distribution will execute five (5) copies of the Franchise Agreement and forward to the Municipality		
Upon receipt of the executed Franchise Agreements and draft By-law from Enbridge:		
4	Municipality inserts date of the Ontario Energy Board Order and Decision into By-law document (2 nd paragraph AND WHEREAS...)	
5	Municipality gives First, Second, Third & Final Reading, 5 copies of the By-Law & inserts date into By-law document	
6	Municipality fully executes (signs and seals) all five originals of the By-law	
7	Municipality inserts date of Third and Final Reading into the Franchise Agreement (top of first page) as the date of the agreement	
8	Municipality fully executes (sign and seals) all five originals of the Franchise Agreement	
9	Municipality keeps one fully executed copy of the By-law and Franchise Agreement for their files.	
10	Municipality forwards four fully executed By-laws and Franchise Agreements to Enbridge Gas Distribution for completion	
Once four executed copies are received by Enbridge Gas Distribution, Enbridge will ensure the Ontario Energy Board receives a fully executed By-law and Franchise Agreement for their records.		

September 08, 2017

REPORT TO FINANCE, ADMIN. & OPERATIONS COMMITTEE – SEP. 19, 2017

2017-095-09

RETICLE LEASE AMENDMENT

**MATTHEW LOCKE
SUPERVISOR, TRANSPORTATION SERVICES
C.J. COSGROVE, P.ENG.
DIRECTOR OF OPERATIONS**

RECOMMENDED

THAT the lease agreements between the City of Brockville and Reticle Ventures Inc. be amended to reclassify the 11.5 hectare area highlighted in Attachment 1 from “Training ‘A’ Lands” and “Training ‘B’ Lands” to “Range Lands” at the Brockville 1000 Islands Regional Tackaberry Airport, subject to confirmation from Elizabethtown-Kitley that the Site Plan Agreement permits the lands to be used as part of the range.

PURPOSE/BACKGROUND

Reticle Ventures Inc. (Reticle), has requested the lease amendments to reclassify these areas as “Range Lands” in order to allow for shooting range activities to take place on these lands.

ANALYSIS

Noise levels for various business activities must meet guidelines published by the Ministry of Environment and Climate Change (MOECC).

The MOECC guideline has a maximum allowable noise signature of 50 dB for operation of the shooting range. Noise Engineers retained by Reticle have developed a number of acoustic models to predict the noise produced at several locations in the Reticle leased land for a variety of calibers of firearm. This modeling considers a number of noise suppression techniques being utilized by Reticle, including noise berms, weapon noise suppressors, sound attenuation insulation, and the use of shipping containers as the firing point.

Preliminary modeling has indicated that that depending on wind direction, different firing points attenuate noise more effectively. As such, Reticle would like to operate firing points in the proposed reclassified Range Land area, (Attachment 1), to ensure that noise is suppressed below the maximum allowable level under all wind directions. This would allow Reticle to operate different firing points depending on wind direction.

The Reticle lease land areas are located within the Township of Elizabethtown-Kitley,

and as such, use of these lands is subject to a Site Plan Agreement between Reticle Ventures Inc. and the Township of Elizabethtown-Kitley. As part of this lease amendment, Reticle must also confirm with the Township that the shooting range applications within the proposed area are permitted under the Site Plan Agreement.

POLICY IMPLICATIONS


Amendments to the lease agreements between the City of Brockville and Reticle Ventures Inc. require Council authorization.

FINANCIAL CONSIDERATIONS

The lease rates for the Range, Training "A" and Training "B" areas are \$45/hectare, \$45/hectare and \$25/hectare respectively. This proposal would re-classify 4.25 hectares from Training "B" to Range, resulting in an increase in lease revenue of \$85/year.

CONCLUSION

It is recommended that the lease agreements between the City of Brockville and Reticle Ventures Inc. be amended accordingly, subject to a confirmation that the use is permitted under the Site Plan Agreement by the Township of Elizabethtown-Kitley.

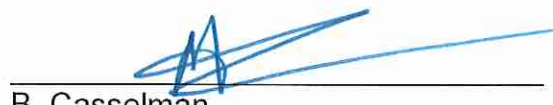


C.J. Cosgrove, P.Eng
Director of Operations

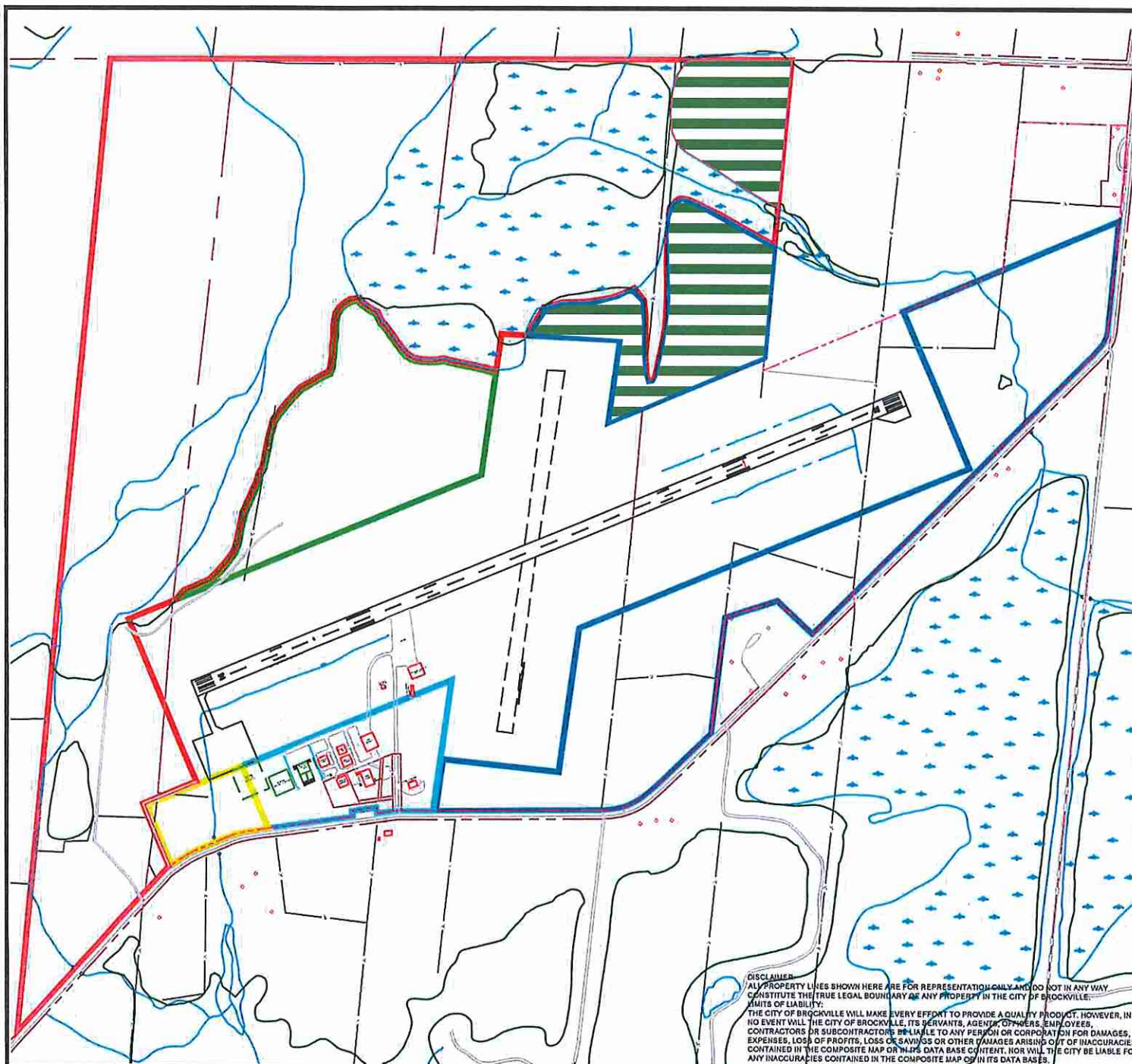


D. Dick, CA, CPA
Director of Corporate Services

Matthew Locke
Supervisor of Transportation
Services



B. Casselman
City Manager



BROCKVILLE

CITY OF THE 1000 ISLANDS

TRANSPORTATION SERVICES

North:



Legend:

- Brockville Airport Property Line
- Property Line (Other)
- - - Lot Envelope
- x Fenceline
- Watercourse
- HW --- Overhead Hydro Lines
- Wooded Area
- Wetland

- TRAINING 'A'
32.04ha
- TRAINING 'B'
85.94ha
- RANGE
12.43ha
- CITY HANGAR
- CAMPUS
2.05ha

DRAWING NAME

1000 ISLANDS REGIONAL
TACKABERRY AIRPORT
LEASE AREAS

Drawn: JPB	Date: MAY 11, 2016
Scale: NTS	Drawing No: 1

**Report to Finance, Administration & Operations Committee
September 19, 2017**

**2017-096-09
Immigration Portal Funding**

**R. Nolan
Director of Economic Development
L. White
Manger of Strategic Initiatives**

RECOMMENDATION:

THAT Council authorize the Mayor and City Clerk to enter into a Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario as represented by the Ministry of Citizenship and Immigration for funding to redevelop the existing Leeds & Grenville Immigration Portal for a contribution of \$87,500 towards expenditures in 2017 and 2018.

PURPOSE

The Ministry of Citizenship and Immigration requires a resolution of Council authorizing the execution of the Transfer Payment Agreement.

BACKGROUND

Melissa Francis, Program Manager for St. Lawrence - Rideau Immigration Partnership recently made application to the Ministry of Citizenship and Immigration for funding to redevelop the Immigration Portal. The portal currently serves as an important resource for potential and existing newcomers. It provides access to information on a variety of topics including living in Leeds and Grenville, doing business, education, working, recreation and services as well as e-learning opportunities. The prime objective of the Portal redevelopment project is to develop and integrate new website features and content to provide existing and potential Leeds & Grenville immigrants with an enhanced online resource that attracts them to the region, while supporting their social and economic integration.

Staff will hire an employee on a contract basis from October 2017 to December 2018 to redevelop the Portal. This employee will be located at City Hall.

POLICY IMPLICATIONS

There are no policy implications.

Report 2017-096-09
Immigration Portal Funding

FINANCIAL IMPLICATIONS

The grant will cover 100% the cost of salaries, benefits, translation consultant fees and other administrative costs. The City will be responsible for the in-kind contribution of office space, telephone and a computer.

CONCLUSIONS

The St. Lawrence – Rideau Immigration Partnership continues to provide quality assistance to immigrants. The redevelopment of the immigration portal will allow current and future immigrants to Leeds & Grenville to learn more about our community and the services offered to newcomers.



L. White
Manager Strategic Initiatives



R. Nolan
Director of Economic Development



B. Casselman
City Manager