



Finance, Administration and Operations Committee

Tuesday, September 20, 2016, 4:15 pm
City Hall, Council Chambers

Committee Members

Councillor J. Fullarton,
Chair
Councillor J. Baker
Councillor T. Blanchard
Councillor J. Earle
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]

Page

AGENDA

DISCLOSURE OF INTEREST

DELEGATION(S) AND PRESENTATION(S)

- 5 1. Landfill Site
 Mr. Tom Stafford, Brockville Public Liaison Monitoring Group
 (PLMG)

Mr. Stafford will address the Committee regarding the Staff Report pertaining to the request to amend the landfill Environmental Compliance Approval.

CORRESPONDENCE

- 6 - 8 1. Team Canada Dance
 Chloe-Faith White

Chloe-Faith White, who has been chosen by Team Dance Canada is requesting sponsorship to attend the World Hip Hop Championships, October 19-23, 2016 in Graz, Austria.

STAFF REPORTS

- 9 - 12 1. 2016-126-09
 Request for Building Permit Fee Reduction
 Wall Street Village Project
 Owner: Marguerita Residence Corp.

THAT the request by Marguerita Residence Corp. for reduction of building permit fees payable for the Wall Street Village project be denied.

- 13 - 15 2. 2016-125-09
 Request to Amend Landfill
 Environmental Compliance Approval

THAT Council authorize the Director of Environmental Services to submit a request to amend the City's former landfill site Environmental Compliance Approval (A440101) to remove the area of the former sludge lagoons from the total site area (41.86 hectares) included in the landfill's Environmental Compliance Approval.

- 16 - 31 3. 2016-128-09
 Brockville Braves Lease

THAT Council approve a new lease with the Brockville Braves, to include the Brockville Tikis and the TISS- Braves High Performance Hockey Academy, with a term that extends to April 30, 2019.

- 32 - 33 4. 2016-129-09
Ontario Municipal Cycling
Infrastructure Program

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 Minister of Transportation for infrastructure funding in accordance with Ontario Municipal Cycling Infrastructure Program, with the provincial contribution of \$325,000 to be matched by the City's contribution of \$280,000 from the 2016 and 2017 Capital Budgets and \$345,000 in grants and fundraising through the Brock Trail Committee.

- 34 - 38 5. 2016-124-09
Adjustment to Sewer Rates

THAT By-law 247-92, Schedule A, a by-law to adopt an appeal/adjustment procedure with respect to sewer rates, be updated to reflect the following:

- *Where on the basis of a documented third party engineering study, that where sanitary sewer discharge is equal to or less than 80% of water consumed, a 20% rate reduction be applied to the wastewater surcharge.*
- *All applications for rate reductions be updated every five years with an appropriate third party engineering review.*
- *The third party engineering review for each application period be for a duration of three consecutive months.*

- 39 - 46 6. 2016-127-09
Lease of 80 Henry Street

THAT Council hereby authorize the Mayor and City Clerk to execute a lease agreement (Schedule 1) with Brockville Landings Inc. for the former Way Fare property with address 80 Henry Street for purposes of public parking as per the terms outlined in Report 2016-127-09.

NEW BUSINESS

1. Change to hiring policy
Councillor Bursey

WHEREAS it is a common policy in many public institutions, including the province of Ontario; and

WHEREAS the precedent set by a public sector employee collecting a full pension while work in on contract can make future labour negotiations challenging;

THEREFORE be it resolved that the Corporation of the City of Brockville adjust our hiring policies to indicate that a retiring employee has to be away for a minimum of one calendar year before they can be rehired as a consultant.

FAO - CONSENT AGENDA

ADJOURNMENT

THAT the Finance, Administration and Operations Committee adjourn its meeting until the next regular meeting scheduled for October 18, 2016.

September 20, 2016

Brockville PLMG Comment on Staff Proposal Regarding Brockville Landfill – September 2016

Neighbours of the Brockville Landfill site are members of two separate citizen's groups, with overlap in membership due to proximity to the Landfill perimeter. The groups are the PLMG (Public Liaison Monitoring Group) and CPH (Citizens for Progress without Hardship).

The Brockville PLMG does not support separation of the lagoon area from the overall Landfill Site Area.

- No Environmental Assessment has been provided that reviews the potential change of use. The area is presently serving as an aquifer recharge area and wildlife corridor.
- The City of Brockville has yet to fulfill Closure Plan commitments of the 2001 Landfill Closure Plan.
- As the City of Brockville is acting as Developer of the surrounding area, the ultimate end use is unclear. Approximately 12 residential wells are within 500m of the lagoon area, and without known end use, proper hydro-geological studies cannot be completed. (i.e. will the lagoon area be grassland runoff for industrial neighbours or will it become asphalt flatland running off into Landfill area).

The Brockville PLMG supports OPTION #1 contained in the City Staff Report dated August 31, 2016.

Lynn Murray

From: Cindy Goldberg
Sent: Monday, August 08, 2016 11:52 AM
To: Lynn Murray
Subject: FW: Chloe-Faith White,, Austria
Attachments: HH SPONSOR LETTER 2016.pdf

Will this work?

From: jodie dowdall [<mailto:jodiedowdall@hotmail.com>]
Sent: August-08-16 11:49 AM
To: Cindy Goldberg
Subject: Chloe-Faith White,, Austria

Thank you for speaking with me today about Chloe going to World Championships for team Canada in Austria. The support of our community is appreciated as without them we would be unable to attend. I have attached the sponsor letter. Here is story about my daughter. Chloe is so excited to be able to represent Canada on the world stage in Austria.

Hi, my name is Chloe-Faith White; my mom received an email from a prestigious company called "Dance Canada." They have offered me a spot on Dance Canada Team for the World Championship that will be taking place in Austria October 16-23, 2016.

Let me take a moment to tell you about myself.

I'm 11 years old girl turning 12 on August 5, I live here in Brockville. I have two younger siblings Lilly and Allan. We are an energetic bunch; we participate in activities all over Brockville. Allan is in Karate at Black Belt Canada and Lilly and I are dancers at Four Season Dance Academy. I love to dance, my mom always tells me to go to my studio. She set up a dance studio in the attic so that I can let loose and dance.

I attended Thrill Dancers for ballet and Brockville Gymnastics now attending Four Season Dance Academy. This year with four Season Dance Academy I have participated in three dance competition Fever Dance, Believe Dance and Dance Canada. September I will continue to learn hip hop, jazz and ballet.

During one of the dance competition the judges explained that there would be a one hour workshop to try out to join the Dance Canada Team for Austria World Championship. My mom and I talked it over and the next thing I knew I was signed up. The try out was very difficult with kids ranging from 11 to 20. When I was finished I told my mom that it was very hard to do, but I did my best and I represented Four Season Dance Academy to the best of my ability. We never heard anything from the judges until July 26th when I found out I could have a spot on the team.

I have never been so excited; this is a chance of a life time. Not only do I get to do what I love (Dance) but I get to show the world my moves be a representative for my hometown Brockville as well as my country Canada on the world stage in Austria.

With great appreciation I ask if you would please sponsor me to join Dance Canada Team at the World Championships in Austria

We also have a [gofund.me](#) page

Chloe-Faith White Team Canada

Thank You.

40 Byng. Ave
Brockville ON

K6V 1J1

jodiedowdall@hotmail.com



Team Canada Dance Organization
 National Director: Bonnie Dyer
 1056 Hillsdale Road
 RR 1 WASHAGO, Ontario, Can
 L0K 2B0 Ontario
bonnie@cdo-online.org

Dear Sir/Madam:

A very talented member of your Community has been chosen by *TEAM DANCE CANADA* to represent Canada at the *WORLD HIP HOP CHAMPIONSHIPS* - October 19-23, 2016 in Graz, Austria. Auditions for the Canadian National Dance Team brought some of the best dancers from across Canada, vying for a position on the team to represent CANADA at the World level.

The International Dance Organization (IDO), is a World Dance and Dance-Sport Federation with a membership of over 90 Nations, representing more than 250,000 dancers, from six continents. The best dancers from around the World will be competing for the World Championships Title!

Dance is not recognized in Canada as a Sporting Event, even though many of these dancers train up to 7 days per week, they are as flexible as any gymnast, as graceful as figure skaters and as dedicated as any Olympic athlete. Dancers of this caliber have trained for hours and hours and will represent our Country with pride at the World Level. Each dancer is required to raise \$3600.00 CAD. to cover all travel, (air & ground), rehearsal, coaches, Team Canada jackets, hotels and Canadian and International entry fees. As well they have to purchase a costume and pay a \$150.00 rehearsal fee.

The IDO is a European based Organization so our Canadian Dollar must also be converted to Euros. Each dancer is required to obtain their own sponsors as we have been unsuccessful in obtaining a major sponsor or any Government Support for the Canadian Dance Teams.

Our choreographers not only produce World level choreography but also strongly emphasize good sportsmanship and being proud ambassadors for Canada.

Any amount that you could donate to help sponsor this talented dancer from your community would be VERY MUCH APPRECIATED. Please find enclosed a letter from the team member. If you have any questions regarding the Canadian National Dance Team, please contact Mrs. Bonnie Dyer (Team Canada National Director) at 1-705-689-1844. Please make any sponsorship cheques payable to the dancer that you are helping to sponsor to attend the World Championships.

Thank you for your time and interest in helping the youth of Canada being represented at this prestigious WORLD LEVEL COMPETITION.

Yours truly,

Bonnie Dyer

Team Canada – National Dance Director

PHONE: 705-689-1844 E- MAIL: bonnie@cdo-online.org

www.teamcanadadance.com

Nothing is more thrilling then to stand on the podium representing Canada and hear your National Anthem being played as our Flag is raised! Thank you for helping to make this dream come true!



13September2016

**REPORT TO FINANCE ADMINISTRATION OPERATIONS COMMITTEE - 20
SEPTEMBER 2016**

2016-126-09

**REQUEST FOR
BUILDING PERMIT FEE REDUCTION,
WALL STREET VILLAGE PROJECT
OWNER: MARGUERITA RESIDENCE CORP.**

**M. PASCOE MERKLEY
DIRECTOR OF PLANNING**

RECOMMENDATION:

THAT the request by Marguerita Residence Corp. for reduction of building permit fees payable for the Wall Street Village project be denied.

PURPOSE:

To provide a recommendation on a request for partial relief from permit fees payable for construction of Wall Street Village.

ORIGIN:

By correspondence to the Director of Planning (**Schedule "A" to Report 2016-000-09**), Marguerita Residence Corp., now owner of the land on which the Wall Street Village project is to be developed, has submitted a building permit application along with a request for reduction of associated permit fees. The correspondence indicates a willingness to pay \$54,500, which is the amount in the organization's approved capital budget and is the amount included in its approved funding submission to Infrastructure Ontario.

Wall Street Village is proposed as an 85 unit apartment building containing rent-geared-to-income as well as market rental apartment units, and will be constructed on behalf of and operated by Marguerita Residence Corporation, a non-profit enterprise.

ANALYSIS:

Permits and associated fees for construction are to be paid in accordance with the rates established in the City's User Fee By-law which is adopted following consideration by Council during the annual budget review. Per By-law 020-2016, the Wall Street Village project will require permits for construction with the associated fees as noted:

Building permit:	\$136,000
Plumbing permit (including service connections)	<u>\$6,525</u>
Total	\$142,525

2016-126-09

**REQUEST FOR BUILDING PERMIT FEE REDUCTION
WALL STREET VILLAGE PROJECT
OWNER: MARGUERITA RESIDENCE CORP.**

The process to ensure compliance with the Ontario Building Code commences with examination of all plans and specifications, ultimately with issuance of one or more permits for this 85 unit, six storey, 79,000 sq. ft. building. Building inspections are required for various elements over all stages of construction as follows:

- Building services and connections
- Footings and foundation
- Framing – each level
- Common elements
- Base building occupancy
- Sprinkler systems
- Each suite x 85: Mechanical (HVAC and plumbing)
- Insulation and vapour barrier
- Drywall
- Fire separations
- Occupancy
- Final

Many of the above elements will require a minimum of two inspections each.

Given the complexity and finishing required for a residential apartment building in comparison to most commercial, industrial or institutional buildings, it would be inappropriate to apply the fee payable for ICI construction (\$.75 per square foot) to a project of this type.

By industry standards, typically 2% of construction value should be budgeted for permits. In this instance, this would represent \$176,000.

POLICY IMPLICATIONS:

In both the Downtown and Brownfields Community Improvement Plans, there have been Building and Plumbing Permit Fee Grant Programs offered from time to time at the discretion of Council. In 2012, a review of all CIP Programs was undertaken. It was determined at that time that although the fee waivers were a benefit to property owners, it did not provide an incentive, as most applicants were unaware of the fee waiver program prior to applying for and obtaining the building or plumbing permits. Furthermore, the building permit fee revenue was deemed important to the maintenance of appropriate Building Division staffing levels.

By resolution of Council on 13 November 2012, the Building and Plumbing Permit Fee Grant Programs under the CIPs were suspended.

Several other Downtown and Brownfields CIP grant programs are available to be accessed for this project.

2016-126-09

REQUEST FOR BUILDING PERMIT FEE REDUCTION

WALL STREET VILLAGE PROJECT

OWNER: MARGUERITA RESIDENCE CORP.

FINANCIAL IMPLICATIONS:

In many respects, the City has been generous in its commitments to financially support the Wall Street Village project as noted below:

1. Development Charges Waiver – \$150,000
2. Reconstruction of Victoria Avenue – Savings to WSV - \$30-50,000
3. Construction Cost Overrun Guarantee - \$500,000
4. Rent Guarantee – 3 years @ 145,000 = \$435,000
5. CIP-Downtown - \$521,400
6. CIP-Brownfield – \$334,950
7. Change in multi residential tax ratio from 1.77 to 1.00 – annual tax savings – \$92,982

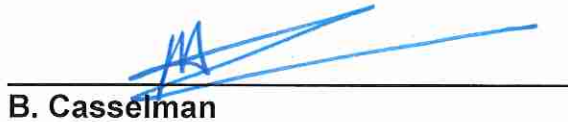
Should a permit fee reduction be supported by Council, the revenue loss would be reflected as a year-end variance in the Building and Plumbing Permit revenue accounts.

CONCLUSION:

Wall Street Village is an excellent example of community based efforts to create affordable and market rental housing, and the City has thrown its support behind the project in many tangible ways. In light of existing and future financial support, and given the direction provided by Council in suspending in 2012 the CIP Grant for Building and Plumbing Fees, the request for fee reduction should be denied.



M. Pascoe Merkley, MCIP, RPP
Director of Planning



B. Casselman
City Manager



MARGUERITA RESIDENCE

48 Church Street
Brockville, Ontario
K6V 6L3

Phone: 613-345-2734
Fax: 613-345-0339
tomblanchard@bellnet.ca

City of Brockville
1 King St W.
Brockville, Ontario
K6V 5V1

August 29, 2016

Attn: Maureen Pascoe Merkley
Director of Planning, City of Brockville

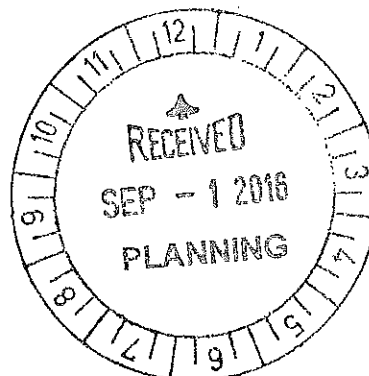
Re: Wall Street Village Building Permit -11 James St. W

Maureen,

Please accept this letter is our request to have the building permit fees for our Wall Street Village project reduced to \$54,500. This figure represents the amount included in our approved capital budget and is the amount included in our approved funding submission to Infrastructure Ontario.

Yours truly,

Bruce Hynes
Board Chair
Marguerita Residence Corp.



August 31, 2016

REPORT TO FINANCE, ADMIN., AND OPERATIONS COMMITTEE – September 20, 2016

2016-125-09

**REQUEST TO AMEND LANDFILL
ENVIRONMENTAL COMPLIANCE APPROVAL**

**P. RAABE, P.ENG.
DIRECTOR OF ENVIRONMENTAL
SERVICES
L. PRICE
SOLID WASTE OFFICER**

RECOMMENDED

THAT Council authorize the Director of Environmental Services to submit a request to amend the City's former landfill site Environmental Compliance Approval (A440101) to remove the area of the former sludge lagoons from the total site area (41.86 hectares) included in the landfill's Environmental Compliance Approval.

PURPOSE

The purpose of this report is to seek Council support to amend the Environmental Compliance Approval to remove the former sludge lagoon area from the total site area so that it is no longer classified as part of the landfill. This will allow a viable parcel of land to be available for employment lands or development.

BACKGROUND

The former sludge lagoons are in the northern section of the landfill site (see Attachment #1). They are not part of the waste fill area where garbage materials were previously disposed; however, they are included in the total site area that is outlined in the landfill's Environmental Compliance Approval. The sludge lagoons were placed on site due to location and proximity to the landfill, but were not used as a permanent disposal area. The lagoons were decommissioned in 2002 and have not been impacted by the landfill's contamination or contributed to pollutants that are required to be controlled by the leachate and gas collection systems in place. Environmental testing took place prior to decommissioning and the natural vegetative cover has since been restored. Currently, the area is considered a stagnant, surplus of land that can be applied to be severed from the landfill's Environmental Compliance Approval.

ANALYSIS/OPTIONS

Council is presented with the following options:

1. Leave the area of the former sludge lagoons as part of the landfill's Environmental Compliance Approval where it will remain as is.
2. Approve an application to amend the Environmental Compliance Approval to remove the land of the former sludge lagoon area from the total landfill site area of 41.86 hectares that is included in the Environmental Compliance Approval, which will allow the area to be utilized for supplemental development lands.

POLICY IMPLICATIONS


The City will have to formally apply to the Ministry of Environment and Climate Change for the amendment to the Environmental Compliance Approval.

FINANCIAL CONSIDERATIONS

There is a small application fee (\$200) for the amendment. At some point, the fencing that currently surrounds the entire site will need to be altered to reflect the newly established boundaries of the site area after the sludge lagoons portion has been excluded from the landfill.

CONCLUSION

It is recommended that Council support the request to amend the landfill's Environmental Compliance Approval to exclude the area of the former sludge lagoons from the total site area.



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

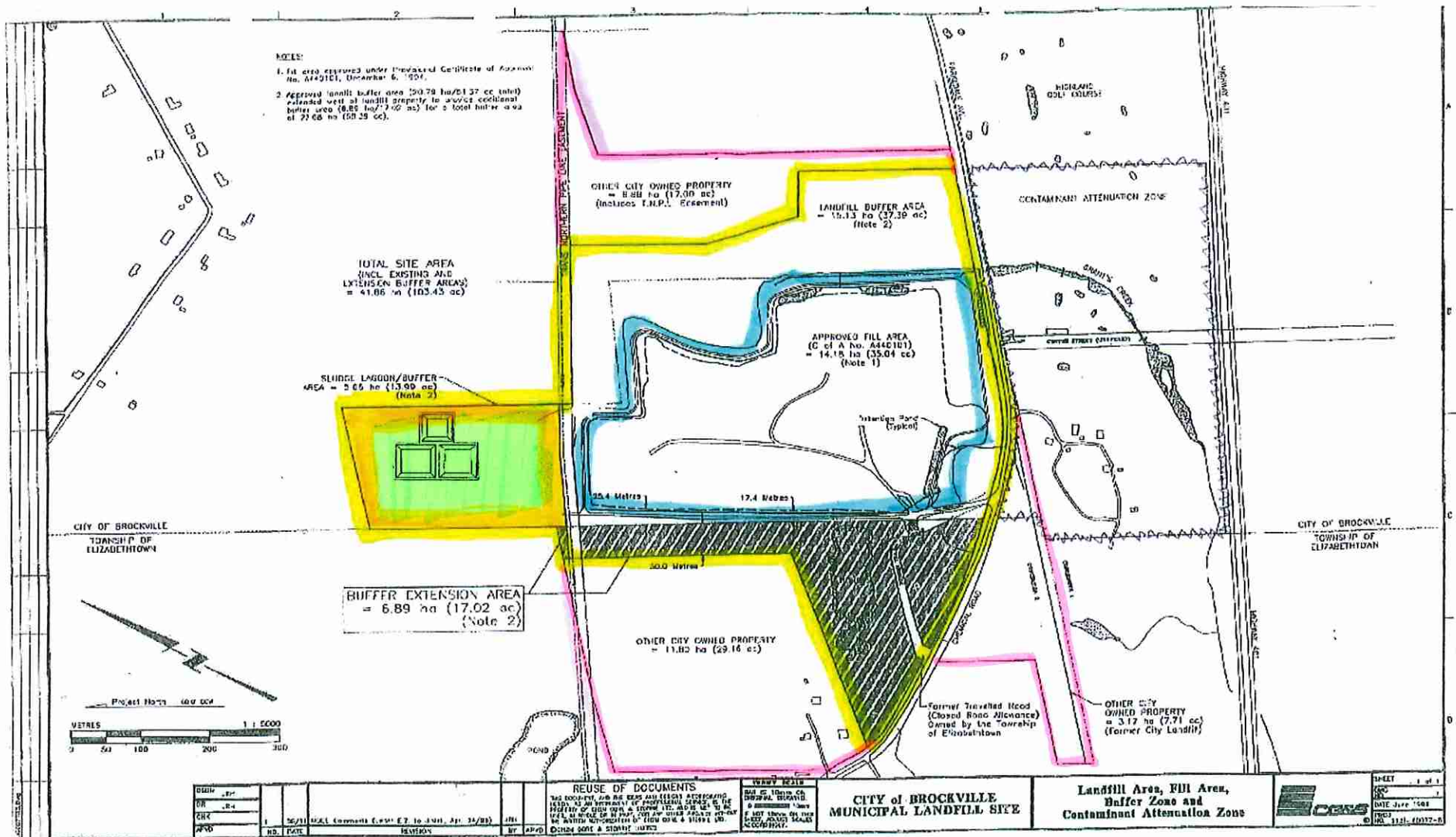
L. Price
Solid Waste Officer



D. Dick, CPA, CA
Director of Corporate Services



B. Casselman
City Manager



September 12, 2016

REPORT TO FINANCE, ADMIN. & OPERATIONS COMMITTEE – September 20, 2016

**2016-128-09
BROCKVILLE BRAVES LEASE**

**C.E. MOORE
ARENA AND FACILITIES SUPERVISOR
C.J. COSGROVE, P. ENG.
DIRECTOR OF OPERATIONS**

RECOMMENDED

THAT Council approve a new lease with the Brockville Braves, to include the Brockville Tikis and the TISS- Braves High Performance Hockey Academy, with a term that extends to April 30, 2019.

PURPOSE

A new lease with the Brockville Braves is required.

BACKGROUND

The current lease with the Brockville Braves expired on April 30, 2016. This was a one year extension of the 2012-2015 lease (Attachment 1), to allow one season of operating experience under the new owners before entering into a multi-year lease.

ANALYSIS

The terms of the lease are proposed to remain the same, other than adding a section to include the Brockville Tikis and the new TISS-Braves High Performance Hockey Academy, now that they are under the same ownership.

The lease contains the following main provisions:

1. Concessions/canteens are under the City's control. The current lease for the canteens is with Crow's Nest Bistro (1000 Islands and Seaway Cruises). The lessee is proposing to sub-lease the arena canteens to the Brockville Braves for the 2016/17 season.
2. Exclusive use of dressing rooms and storage areas year-round for the Braves, and during the season for the Tikis.
3. Brockville Braves have the rights to Memorial Centre board, wall and glass advertising, with 10% of gross revenues paid to the City.

4. Ice rates.
5. Waiver of the community hall rental fee for three bookings per season.
6. Security, insurance and indemnification clauses.

A survey of other Junior A hockey club contracts indicate that revenue generation opportunities for the teams through arena advertising or canteen rights is standard. No change is recommended to the current board, wall and glass advertising rights for the Memorial Centre.

With respect to ice rates, a summary of the recommended hourly rates for the Brockville Braves for the 2016/17 season in comparison to the 2015/16 rates and rates paid by other teams in their leagues is shown on Attachment 2.

For the Braves, a 2016/17 game rate of \$175 per hour is recommended, recognizing increasing league fees and reduced advertising revenues for the new owners.

For the Tikis, a 2016/17 game and practice rate of \$152 per hour (approved youth prime time rate) is recommended as spectator ticket sales have continued to be weak.

For the TISS-Braves High Performance Hockey Academy, a 2016/17 rate of \$50 per hour is recommended as this is the first year of the program.

The approved ice rates at the Memorial Centre for the 2016/17 season are shown in Attachment 3.

The recommended Braves and Tikis rates are comparable to what is being paid by similar teams and reflect the current financial circumstances of the teams. The TISS-Braves High Performance Hockey Academy rate is recommended for 2016/17 as this is the first year of the program, and the enrollment is still uncertain. This represents new rentals of 7.5 weekday hours per week for 28 weeks. A successful first year would lead to higher rates, and potentially additional rental hours if the program expands to other age groups as envisioned.

POLICY IMPLICATIONS


Council approval is required for leases, and for non-standard user fees.

FINANCIAL CONSIDERATIONS

The recommended ice rates would result in revenues of \$47,804 for the 2016/17 season, an increase of \$5,220 over the 2015/16 season due to the additional hours for the TISS-Braves High Performance Hockey Academy. The reduced rates for the Braves and the Tikis represent a concession of \$6,471 for the 2016/17 season, as compared to the previously approved rates.

CONCLUSION

A new lease with the Brockville Braves is necessary with a new hockey season beginning.



C.E. Moore
Arenas and Facilities Supervisor



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



D. Dick, CPA, CA
Director of Corporate Services



B. Casselman
City Manager



THIS AGREEMENT made this day of 2012.

BETWEEN:

**THE CORPORATION OF THE CITY OF BROCKVILLE,
Hereinafter called the LESSOR**

OF THE FIRST PART

- and -

**BROCKVILLE BRAVES JUNIOR A HOCKEY CLUB
Hereinafter called the LESSEE,**

OF THE SECOND PART

WHEREAS the said Lessor is the Owner, Manager and Operator of the Brockville Memorial Civic Centre (BMCC) and the Brockville Centennial Youth Arena (BCYA) (sports facilities including indoor ice rink, storage and dressing room facilities, and spectator stands and community hall);

AND WHEREAS the Lessee, a body corporate, is the Brockville Braves Junior A Hockey Club;

AND WHEREAS the parties have discussed a business arrangement between them whereby the Lessor shall lease to the Lessee the said Brockville Memorial Civic Centre and/or the Brockville Centennial Youth Arena for practice sessions, and for playing all hockey games for a 3 year term commencing May 01, 2012 to April 30, 2015 during the 2012-2013, 2013-2014, 2014-2015 hockey seasons, including playoff games;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the terms and conditions herein contained, the parties hereto, their successors and assigns, agree each with the other as follows:

- 1.0** The Lessor shall lease to the Lessee the BMCC and/or the BCYA and the facilities as herein set forth for practice sessions and games during the hockey seasons, including playoffs, training camp and exhibition games.
- 2.0** The concessions at the BMCC and/or the BCYA, including the sale of food, beverage, candy, snacks and similar items shall be the exclusive right of the Lessor or its agents, and under the Lessor's exclusive control. Any food and beverages purchased or donated to be sold or given away must have prior approval from the Lessor.

Agreement May 01, 2012 – April 30, 2015

Corporation of the City of Brockville and Brockville Braves Junior A Hockey Club

Page 2

- 3.0** The Lessee shall maintain the right to sell only those novelty items, souvenirs, booklets, game programs and other articles which bear the motto, colors or insignia of the Brockville Braves Junior A Hockey Club.
- 4.0** The Lessor shall provide to the Brockville Braves Junior A Hockey Club a number of facilities and services at no cost. These shall include the following:
- 4.1 Exclusive use of dressing room #7 (Brave's Dressing Room) for the hockey season only and must be cleared out following the conclusion of the current hockey season.
- 4.2 Exclusive use of the adjacent storage room for their equipment for the entire term of the agreement and the Lessee shall be fully responsible for the safe keeping of all the equipment and the materials belonging to it and to the members of the team and its employees and agents, brought into the BMCC.
- 4.3 A designated office for the hockey club within the BMCC.
- 4.4 A designated storage area underneath the seating of the BMCC, which shall be maintained in a neat and orderly manner at all times by the Lessee, who shall be responsible for ensuring no garbage or debris is left in the storage area.
- 4.5 The Lessor agrees to pay all costs associated with the operation of a washer and dryer owned and maintained by the Lessee in the BMCC.
- 5.0** The Lessee shall have exclusive rights to the placement of advertising signage on the boards, walls, across the top of the playing glass panels on both sides at the BMCC for the duration of this contract. The Lessee agrees to abide by all terms and conditions which have been mutually accepted and set out in detail on the attached Addendum II which shall form part of this agreement.
- 6.0** The Lessee shall be granted a minimum of two 1-1/2 hour practice sessions per week, during times specified by the Operations Department. Payment to the Lessor will be at the approved youth rate as authorized by the City User Fee By-Law and this rate will be amended each year according to new rates stipulated in the annual rates identified in the annual User Fee By- Law (see attached Addendum I).
- 6.1** Training camp hours for practices and exhibition games during training camp shall be at the approved youth rate. The youth rate will be at the approved rate authorized by the City User Fee By-Law and this rate will be amended each year according to new rates stipulated in the annual User Fee By- Law (see attached Addendum I).

- 7.0** The Lessee shall pay to the Lessor the adult rental rate for its exhibition and regular season home games. The adult rental rate will be at the approved rate authorized by the City User Fee By-Law and this rate will be amended each year according to new rates stipulated in the annual User Fee By- Law (see attached Addendum I).
- 8.0** It is responsibility of the Lessee to pay the cost for ticket takers, ticket sellers, doormen and Police Security when required, as well as additional staff for crowd control with respect to the attached procedure Re: Emergency Evacuation. During the playoffs when attendance is expected to exceed 800 the Lessee will ensure that a minimum 3 security personnel are deployed for crowd control for the duration of the event
- 9.0** Payment to the Lessor during playoff games shall be as follows:
- 9.1 All practice time during scheduled playoffs will be at the approved youth rate (see attached Addendum I).
- 9.2 All home games during scheduled playoffs shall be at the approved adult rate.
- 10.0** The Lessor will provide to the Lessee the use of the community hall in the BMCC when not previously booked. The rental fee will be waived for 3 annual bookings per year for the term of the agreement (see attached Addendum I). Bartenders, as may be required, are to be supplied by the Lessee and must have completed an approved Alcohol Intervention Training Program.
- 11.0** Payments to the Lessor for ice rentals, hall rentals and all other associated facility charges will be due and payable upon receipt of a monthly invoice.
- 11.1** In accordance with By-Law 39-96, all outstanding unpaid accounts, past due 30 days, shall be subject to interest charges at the rate of 1.25% per month (simple interest) equivalent to 15% APR (annual percentage rate).
- 12.0** If the BMCC is at anytime rendered unsuitable for use by the Lessee, whether as a result of power failure, fire or damage, plant breakdown, government restraints, national or local calamity or act of God, the Lessor shall not be held responsible for any loss, whether monetary or otherwise suffered by the Lessee.
- 13.0** The Lessee shall have the exclusive right to designate seating arrangements at the BMCC, to make advance ticket sales, group sales and season sales for the Brockville Braves Junior A Hockey Club home games.

- 14.0** The Lessee will notify the Lessor of all special events. The occupant load for any event will not exceed 1,297 spectators. The Lessee will retain all revenue with the exception of normal applicable charges for hourly ice rental, community hall rental or arena floor rental charges.
- 15.0** The Lessee shall indemnify and save harmless the Lessor from and against all claims, demands, loss, costs, damages, actions, suits and/or other proceedings by whomever may sustain, brought or prosecuted in any manner, based upon, occasioned by or attributable to any injury or damage arising or resulting from any act or omission of the Lessee, its servants or agents in using or occupying the said premises.
- The Lessee hereby waives any claim, action or suit that it may bring against the Lessor in the event that any Lessee event cannot take place for any reasons beyond the reasonable control of the Lessor.
- 16.0** The Lessee will be required at his own expense to maintain and provide at all times during the term of this contract the general public liability insurance to third parties in the amount of two million dollars (\$2,000,000) per occurrence and evidence of such insurance satisfactory to the Lessor shall be deposited with the Corporation of the City of Brockville. The Lessor shall be named as an "Additional Insured" in the policy.
- 17.0** This agreement may be terminated by either party if notice of termination of the agreement is received by the other in writing, before the fifteenth day of June in any year thereafter during the terms of this agreement.
- 18.0** For the purpose of Notice of Termination, it shall be sufficient for either party to mail by ordinary mail, or deliver the written notice of such termination to the other party at the following address:

For the Lessor:

The Corporation of the City of Brockville
 Operations Department
 1 King Street West
 P.O. Box 5000
 Brockville, Ontario
 K6V 7A5

For the Lessee:

Brockville Braves Junior A Hockey Club
 P.O. Box 61
 Brockville, Ontario
 K6V 5T7

Agreement May 01, 2012 – April 30, 2015

Corporation of the City of Brockville and Brockville Braves Junior A Hockey Club

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19.0 This Agreement shall not be assigned without the express written consent of the Corporation each of whom hereto represent that they have entered into this Agreement with the full authority of their corporate bodies, and that resolutions or other actions have been passed or taken by those corporations or boards for the final negotiations and lawful execution of this Contract and agreement.

IN WITNESS WHEREOF the parties have hereunto affixed the Seals of the Corporation as attested by the hands of the proper officers in that behalf, the date first above written.

**CORPORATION OF THE CITY
OF BROCKVILLE**

**BROCKVILLE BRAVES
JUNIOR A HOCKEY CLUB**

Mayor

President

Clerk

Witness

Agreement May 01, 2012 – April 30, 2015
Corporation of the City of Brockville and Brockville Braves Junior A Hockey Club

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ADDENDUM I

FACILITY LEASE/RENTAL FEES HOCKEY SEASON

**Rates to increase during the 2013-2014 and 2014-2015 Hockey Season
to the rates identified in the City's Annual User Fee By-Law.**

2012 – 2013 Rates

Games	\$176 per hour	Memorial Centre
	\$164 per hour	Youth Arena
Practices	\$134 per hour	Memorial Centre
	\$122 per hour	Youth Arena
Community Hall - Memorial Centre*		
	\$101.33	Bars during regular games
	\$341.25	Special events

* These fees will be waived a total of 3 times per hockey season
(September - April 15th) during the term of this agreement.

All rates are subject to applicable taxes.

ADDENDUM II

AGREEMENT ARENA BOARD AND WALL ADVERTISING

WHEREAS the Corporation of the City of Brockville has deemed it expedient to enter into an Agreement with the Brockville Braves Junior A Hockey Club for the purpose of advertising within the Brockville Memorial Civic Centre.

NOW WITNESSETH THAT IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AND HEREBY AGREE AS FOLLOWS:

- 1.0** This Agreement shall provide the Agency with rights to market and sell on the City's behalf, advertising on the arena boards at the BMCC, in accordance with the conditions as outlined herein.
- 2.0** The Agency hereby agrees to pay to the City, the sum of one hundred and ten dollars (\$110) per annum, for each advertising sign placed on the arena boards. The Agency further agrees that a minimum payment of one thousand one hundred dollars (\$1,100) per annum is required for the rights to the arena board advertising, regardless of the number of advertising signs placed and/or sold by the Agency i.e.: 42 signs = \$4,200. The advertising rental fees shall be due and payable on November 30th of each year of this Agreement.

The Agency hereby further agrees to pay the City the sum of fifty-five dollars (\$55) per annum for each advertising sign placed on the wall. The Agency further agrees that a minimum payment of eight hundred and eighty dollars (\$880) per annum is required for the rights to the wall, regardless of the number of advertising signs placed and/or sold by the Agency. The advertising rental fees shall be due and payable on November 30th of each year of this Agreement. i.e.: 22 signs = \$1210. The advertising rental fees shall be due and payable on November 30th of each year of this Agreement.

The contract period for each advertiser shall be on an annual basis only, and the payment stipulated herein for each advertisement shall serve as payment for the period of one year following the date the sign is placed on arena boards.

It is hereby agreed that if default of any payment noted in this Agreement continues after a period of forty-eight (48) hours following written demand for payment being made to the Agency, the City may deem the Agreement null and void and remove all advertising signage from the arena and notify advertisers accordingly.

- 3.0** The Agency hereby agrees to save harmless and indemnify the City against any and all claims for damages and from all liability, loss and expense arising from or caused by an alleged libelous advertising or notice or any alleged copyrighted matter in any advertisement or notice.
- 4.0** The City agrees to ensure that all advertising signs once placed, will not be covered in any way so as to obscure the advertising message during normal ice rental activities. The Agency recognizes, however, that during certain major special events, curtains used to improve the appearance of the facility may obscure the arena board advertising during that event. Additionally, the Agency recognizes and agrees that certain other major special events may also have advertising rights associated with their Agreement to use the BMCC. The City maintains the right to have these additional advertisements placed in the arena facility during these major special events, placement of which may obscure certain or the entire Agency's advertising signage. The City agrees to notify the Agency of such occurrences prior to the event.
- 5.0** The necessary direction with respect to size, quantity and quality of advertising display panels are provided in the following pages.
- 6.0** The City acknowledges that this Agreement may be assigned by the Agency upon the Agency obtaining the written consent of the City.
- 7.0** The City agrees that if additional advertising or promotional opportunities arise at the BMCC that the City will receive 10% of any additional revenues after supply and install costs. The City also reserves the right to approve or deny any additional advertising.

**SPECIFICATIONS
FOR
ARENA BOARD AND WALL ADVERTISING
BROCKVILLE MEMORIAL CIVIC CENTRE**

SIGN SIZE	All board signs shall have a copy area of approximately 38"x 96". All wall signs shall have a copy area of approximately 4' x 6' made of ¼ inch thick white chloroplast.
NUMBER OF SIGNS	Advertising signs may be placed on the boards at the Brockville Memorial Civic Centre. A maximum of 22 signs will be placed on the walls and a maximum of 42 signs will be placed on the rink boards of the Brockville Memorial Civic Centre.
POSITION OF SIGNS	The signs will be placed starting on the player side of the boards. Wall signs will be placed on the south wall directly behind the players benches as directed and approved by the arena manager.
SIGN MATERIAL	Board signs will be printed on white ABS plastic .004, and will be covered with 4' x 8' sheets of 3/16" lexan. Signs will be installed using sufficient screws to ensure the lexan is secure against the rigors of arena activity and in no way interferes with these activities. Lexan covering is required for board signs only. All lexan shall be supplied by the Agency.
LETTERING AND DESIGN	Design and lettering of the signs will be in a manner that the signs will blend with each other and will not detract from the interior visual features of the arena.
ADVERTISERS	The signs may be sold to local merchants or national advertising agencies. The City reserves the right to exclude signage which the City feels are inappropriate for an arena facility. These may include but are not limited to alcohol and cigarette advertisements.
CITY RESPONSIBILITY APPROVALS	The Agency agrees that the City maintains the sole right of final approval of all signs placed in the Brockville Memorial Civic Centre and Centennial Youth Arena.

Agreement May 01, 2012 – April 30, 2015
Corporation of the City of Brockville and Brockville Braves Junior A Hockey Club

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DAMAGED SIGNAGE

The Agency agrees that damaged signs will be removed immediately and a duplicate sign supplied within fourteen (14) days of notification of such damage by the City.

QUALITY OF SIGNS

The Agency acknowledges that the arena temperature and environment is harsh and ensures that the signs will not prematurely fade or deteriorate. Should such fading or deterioration occur, the Agency agrees to remove the signs immediately and supply duplicate signs within fourteen (14) days.

ADVERTISING FEES 2012 – 2015 HOCKEY SEASON

<u>Wall behind seating area</u>	\$55 per sign, per annum (Minimum of \$880)
<u>Board advertising</u>	\$110 per sign, per annum (Minimum of \$1,100)
<u>Additional Advertising</u>	10% of total revenue after cost

**All arena board advertising signs must be remitted to the
lessor no later than August 1st of each season
for installation prior to August 15th.**

All rates are subject to applicable taxes.

Attachment #2

Brockville Braves Ice Rate Summary

1. Braves

	2015/16	2016/17 Request	Hawkesbury	Smiths Falls	Kemptville	Carleton Place
Games	196	175	141.20	120	182	129.50
Practices	100	113	141.20	120	141	101.50

Note: 2015/16 games at adult prime time rate; practices at daytime rate (3 - 4:30 pm)

2. Tikis

	2015/16	2016/17 Request	Westport	Prescott
Games	196	152	147	147.50
Practices	196	152	147	147.50

Note: 2015/16 games and practices (7:30 - 9 pm) at adult prime time rate

CITY OF BROCKVILLE - 2016 USER FEE SCHEDULE

ACTIVITY DESCRIPTION	ACCOUNT #	2015		2016		% Change Rate/Budget
		RATE	BUDGET	RATE	BUDGET	

ALL APPLICABLE TAXES EXTRA
EFFECTIVE APRIL 1, 2016 (unless specified otherwise)

ARENAS

Rates effective August 1, 2016 (except Spring Ice - rate effective April 1, 2016)

MEMORIAL CENTRE

SKATING						
Public Skating - Adult	01-4-752031-0460	2.50		2.50		0.0%
Parent & Tot	01-4-752031-0460	2.50		2.50		0.0%
Shinney	01-4-752031-0460	5.00		5.00		0.0%
			5,000		5,000	0.0%
Non-resident user fees - minor sports programs	01-4-752031-0492	147.00		150.00		2.0%
			14,952		15,123	1.1%
Rates effective August 1, 2016						
General Skating	01-4-752031-0498	2.50		2.50		0.0%
Youth Prime time/hour (5 pm - 11 pm Mon.-Fri., Sat & Sun open - close)	01-4-752031-0498	149.00		152.00		2.0%
Non Prime time/hour (11 pm - 5 pm, Mon - Fri) (with the exceptions of special events)	01-4-752031-0498	100.00		113.00		13.0%
Non Prime time/hour (11pm - 7am, Fri, Sat, Sun)		155.00		113.00		
Adult Prime time/hour (5 p.m.- 11 p.m., Sat & Sun Open - 11 p.m.)	01-4-752031-0498	196.00		200.00		2.0%
Spring Ice - April 1st to July 30th		n/a		n/a		
Braves games	01-4-752031-0498	196.00		200.00		2.0%
Braves practices (applicable Youth rate)	01-4-752031-0498	-		-		
Tikis games	01-4-752031-0498	196.00		200.00		2.0%
Tikis practices (applicable Youth rate)	01-4-752031-0498	-		-		
			315,893		298,955	-5.4%
Rates effective August 1, 2016						
TRADE FAIR						
Admissions	01-4-752031-0500					
Booth Rental - 10x10=\$360, 10x20=\$510, 10x30=\$615	01-4-752031-0500					
			18,000		18,396	2.2%

CITY OF BROCKVILLE - 2016 USER FEE SCHEDULE

ACTIVITY DESCRIPTION	ACCOUNT #	2015		2016		% Change Rate/Budget
		RATE	BUDGET	RATE	BUDGET	
ALL APPLICABLE TAXES EXTRA EFFECTIVE APRIL 1, 2016 (unless specified otherwise)						
ARENA FLOOR RENTAL						
Circus - per day	01-4-752031-0501	3,369.00		3,443.00		2.2%
Multicultural	01-4-752031-0501	2,425.00		2,478.00		2.2%
Lacrosse - per hour	01-4-752031-0501	74.00		76.00		2.7%
TIKO	01-4-752031-0501	3,497.00		3,574.00		2.2%
Other	01-4-752031-0501					
			17,200		17,578	2.2%
MEMORIAL HALL RENTAL						
Hall - Room Rental - no set up	01-4-752574-0501	117.00		120.00		2.6%
Hall - Room Rental - chairs only	01-4-752574-0501	169.00		173.00		2.4%
Hall - Room Rental - chairs & tables	01-4-752574-0501	392.00		400.00		2.0%
Hall - Room Rental - chairs, tables & kitchen	01-4-752574-0501	676.00		690.00		2.1%
			28,000		28,616	2.2%
SOCAN						
	01-4-752574-0460	60.00		60.00		0.0%
			1,000		1,000	0.0%
MEMORIAL CENTRE - TOTAL USER FEE BUDGET			400,045		384,668	-3.8%

YOUTH ARENA

September 12, 2016

REPORT TO FINANCE, ADMIN. AND OPERATIONS COMMITTEE – September 20, 2016

2016-129-09

**ONTARIO MUNICIPAL CYCLING
INFRASTRUCTURE PROGRAM**

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

RECOMMENDED

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 Minister of Transportation for infrastructure funding in accordance with Ontario Municipal Cycling Infrastructure Program, with the provincial contribution of \$325,000 to be matched by the City's contribution of \$280,000 from the 2016 and 2017 Capital Budgets and \$345,000 in grants and fundraising through the Brock Trail Committee.

PURPOSE

The Ministry of Transportation requires a resolution of Council authorizing the execution of the Transfer Payment Agreement for funding through the Ontario Municipal Cycling Infrastructure Program.

BACKGROUND/ANALYSIS

Through the Ontario Municipal Cycling Infrastructure Program, the province is providing \$325,000 towards an overall project cost of \$950,000 to complete two sections of the Brock Trail (Central – Ormond - Parkedale and Laurier - Centennial) that will complete a continuous multi-use trail from the St. Lawrence River to the Mac Johnson Conservation Area at the City's north boundary.

The projects are to be completed by March 31, 2018. Work will commence on the Laurier – Centennial section this fall.

POLICY IMPLICATIONS


There are no policy implications.


FINANCIAL CONSIDERATIONS

The City's 2016 and 2017 Capital Budget allocations for Active Transportation (Brock Trail and Cycling Network) total \$250,000. There are unspent allocations of \$30,000 for the Cycling Network from the 2014 and 2015 Capital Budgets. These Capital Budget allocations comprise the City's contribution of \$280,000 towards the project.

CONCLUSION

It is recommended that City Council enter into the agreement to receive the funds.



B. Casselman
City Manager

C. Cosgrove, P.Eng.
Director of Operations

D. Dick, CPA, CA
Director of Corporate Services

September 13, 2016

REPORT TO FINANCE, ADMINISTRATION & OPERATIONS COMMITTEE – September 20, 2016

2016-124-09

BYLAW 247-92: Adjustment to Sewer Rates

**DAVID DICK, CPA
DIRECTOR OF CORPORATE SERVICES**

**LYNDA FERGUSON, CPA, CGA
MANAGER OF FINANCE**

RECOMMENDATION

THAT By-Law 247-92, Schedule A, a by-law to adopt an appeal /adjustment procedure with respect to sewer rates, be updated to reflect the following:

- Where on the basis of a documented third party engineering study, that where sanitary sewer discharge is equal to or less than 80% of water consumed, a 20% rate reduction be applied to the wastewater surcharge.
- All applications for rate reductions be updated every five years with an appropriate third party engineering review.
- The third party engineering review for each application period be for a duration of three consecutive months.

PURPOSE

To update By-Law 247-92, a by-law to adopt an appeal/adjustment procedure with respect to sewer rates.

BACKGROUND

City council provided users of the wastewater system a relief mechanism that would allow for a financial reduction in the wastewater surcharge based on documented proof that at a minimum, 20% of the water being consumed remained in the production cycle. To date, the City has approved two external existing applications.

DISCUSSION

The adjustment procedure for wastewater rate reduction allows for discounts to both residential (\$1,000 annual water bill) and commercial and industrial users (\$9,000 annual water bill). Given the passage of time and recent interest from a commercial

user, it was felt that an update to the policy was warranted. In reviewing actual rate increases dating back to date of implementation of this procedure, the ICI annual water bill equivalent would be close to \$14,000, roughly a 51% increase from the rate specified in the application procedure. We are of the view however that customers demonstrating appropriate use of water in production process should be eligible for the discounted rate and it should not be subject to an annual water bill. It is important to note however that fixed costs associated with the wastewater system need to be covered (roughly 75% of total costs) through rate recovery.

The existing rate recovery procedure requires demonstrated proof that sewer discharge is less than 80% of total water consumed. Staff continues to support this level of relative discharge and agree that demonstrated independent proof is required before any rate reductions can be considered. We also feel that any documented proof of this level of discharge must be for a minimum period of three consecutive months and any application would need to be resubmitted every five years. Based on supported discharge, an appropriate level of discount on the wastewater bill would be a 20% reduction of the wastewater surcharge.


An example of the discount is shown on Schedule B.

CONCLUSION

That a mechanism for rate reduction for reduced wastewater discharge be continued based on an updated by-law that reflects and independent engineering study. Given the existing number of applicants, it is expected that the overall impact on the revenues recovered from wastewater billings would be limited.



D. Dick, CPA, CA
Director of Corporate Services



L. Ferguson, CPA, CGA
Manager of Finance



B. Casselman
City Manager

SEWER RATE APPEAL / ADJUSTMENT PROCEDURE"SCHEDULE A"PURPOSE

The purpose of this policy is to provide a process whereby water customers of the Brockville Public Utilities Commission have an opportunity to apply for a review of their sewer rate billings and apply for adjustment under the following situations:

1. NOT CONNECTED

Where customers are not connected to the sanitary sewer system an application for 100% abatement can be made.

2. RATIO OF USE

Where, on the basis of a trend of demonstrated actual process history the sanitary sewer discharge is proven to be less than 80% of the water being consumed,

the amount of the assistance / adjustment shall then be subject to a review of the technical aspects of consumption greater than the 20%.

3. MINIMUM LEVEL

Applicants must be operating at a minimum water bill level of \$1,000 per residential dwelling unit or \$9,000 for commercial or industrial use before they are eligible to apply.

PROCESS

- o All appeals will be received by the Finance Committee in a formalized manner.
- o Appellants must submit their appeals to the Director of Finance on a prescribed application form.
- o Depending on the circumstances of the usage claims and documentation submitted, the Finance Committee may request that the appellant provide a technical investigation and report. This report will be reviewed by appropriate City staff. On-site visits may be required in order to gain a complete understanding of the situation.
- o Where deemed necessary the Finance Committee will interview the appellant.
- o The Finance Committee will render a decision based on the criteria of this policy and will forward its written decision to the appellant (copy to Council).
- o Should the appellant object to the findings of the report the appeal may be resubmitted to Council.

THE CORPORATION OF THE CITY OF BROCKVILLE

BY-LAW NO. 247-92

A BY-LAW TO ADOPT AN APPEAL / ADJUSTMENT PROCEDURE
WITH RESPECT TO SEWER RATES

WHEREAS The Corporation of the City of Brockville has enacted By-Law No. -92 governing the imposition of a sewer rate structure pursuant to Section 221 of the Municipal Act, R.S.O. 1990, Chapter M45; and

WHEREAS the Council of the Corporation of the City of Brockville, deems it expedient to pass this by-law enabling an appeal process with respect to the said sewer rate structure; and

WHEREAS The Corporation of the City of Brockville has developed a policy in accordance with these objectives.

THEREFORE the Council of The Corporation of the City of Brockville enacts as follows:

THAT the policy statement attached as "Schedule A" (forming part of this by-law), be adopted.

GIVEN UNDER THE SEAL OF THE CORPORATION
OF THE CITY OF BROCKVILLE AND PASSED
THIS 8th DAY OF Dec. A.D.1992


MAYOR


CLERK

Sewer Discount Comparison

Company A	2016 Bill	W/ Proposed discount	Discount
Water Consumption	30,209 m ³	30,209 m ³	
Water Charge	15,792.35	15,792.35	
Wastewater Charge	<u>14,686.89</u>	<u>11,749.51</u>	2,937.38
Total Bill	<u><u>30,479.24</u></u>	<u><u>27,541.86</u></u>	

Company B			
Water Consumption	2,574 m ³	2,574 m ³	
Water Charge	2,454.63	2,454.63	
Wastewater Charge	<u>2,282.81</u>	<u>1,826.24</u>	456.56
Total Bill	<u><u>4,737.44</u></u>	<u><u>4,280.87</u></u>	

September 14, 2016

Report to Finance, Administration and Operations Committee – 20 September 2016

2016-127-09
Lease Agreement
80 Henry Street

**Bob Casselman
City Manager**

RECOMMENDATION:

THAT Council hereby authorize the Mayor and City Clerk to execute a lease agreement (Schedule 1) with Brockville Landings Inc. for the former Way Fare property with address 80 Henry Street for purposes of public parking as per the terms outlined in Report 2016-127-09.

PURPOSE:

To give consideration to and authorize the lease of vacant lands formerly occupied by the Way Fare property at 80 Henry Street West to expand the inventory of public parking in the downtown/waterfront area.

BACKGROUND:

In 2015, a pedestrian bridge and walkway were constructed adjacent to land across the subject lands. The owner allowed the City access to 80 Henry Street with the understanding that a formal lease would be executed.

In the absence of imminent plans for redevelopment of the property, a lease of the subject property for use as public parking has been discussed with the owner, Brockville Landings Inc., represented by Dr. Alexander Iliassov.

Report 2016-127-09
80 Henry Street Lease

ANALYSIS/OPTIONS:

Staff are recommending a lease of the lands at 80 Henry Street in order to take advantage of this key site, located adjacent to one of the City's busiest parks, the Brockville Museum and various other waterfront destinations.

The terms of the lease are generally as follows:

- The lease would be in effect for three (3) years with an option to renew annually thereafter with agreement between the parties.
- The lease amount would be the equivalent of the municipal taxes payable. 2016 taxes payable are \$26,258, and lease amount for 2016 would be a prorate amount from commencement date of the lease.
- The City would be responsible for property maintenance, insurance, signage and parking management.
- The lease could be terminated by either party on 90 days' notice.
- The lessor is responsible for lease hold improvements (parking lot, barricades).

POLICY IMPLICATIONS:


The Official Plan recognizes the importance and growth of tourism opportunities to the City. Increasing the temporary supply of parking in the waterfront area support the City's efforts in this regard.

FINANCIAL CONSIDERATIONS:

As noted, upon an authorization, the lands at 80 Henry Street will be leased for the equivalent of the municipal taxes payable throughout the life of the lease. Source of funds required for lease of these lands is the Parking Reserve.

CONCLUSION:

A lease of the former Way Fare lands for public parking is recommended as a short-term measure in the absence of a redevelopment opportunity.



B. Casselman
City Manager

Schedule 1

Lease Agreement

80 Henry Street (former Way fare property)
(The Corporation of the City of Brockville and Brockville Landings Inc.)

THIS INDENTURE made the 1st day of October, 2016

BETWEEN:

Brockville Landings Inc.
Hereinafter called the
"LESSOR" OF THE FIRST PART

and

THE CORPORATION OF THE CITY OF BROCKVILLE

Hereinafter called the
"LESSEE" OF THE SECOND PART

WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the Lessor DOTH demise and lease unto the Lessee its successors and assigns,

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Brockville, in the County of Leeds, municipally known as 80 Henry Street, Plan 67, Block 30, Part Lot 49, Part Lot A and Water Lot in Front of Lots 49 and A, RP 28R-7755, Parts 1,3,4,5,6 and 7 as depicted on the attached Schedule A attached hereto, herein called the "leased premises".

TO HAVE AND TO HOLD the said demised premises for and during the term of three (3) years, to be computed from the 1st day of October, 2016 and thenceforth next ensuing and fully to be completed and ended. The leased premises shall be used for a variety of purposes including the parking of motor and recreational vehicles along with the construction and use of a pedestrian bridge and walkway. The Lessee shall comply with all governmental rules, regulations, bylaws or laws relating to or arising from the use and occupancy of the leased premises. At the end of the said lease period, namely the 31st day of September, 2019, the parties hereto, by mutual consent, may renew the said Lease on an annual basis up to three (3) years subject to the parties agreeing to the terms and conditions of the Lease renewal, failing which the Lease is at an end.

The Lessee shall pay to the Lessor an annual sum equal to the municipal taxes excluding that portion of taxes assessed on the Sales Office, which said amount shall be paid and will be retained by the Corporation of the City of Brockville to apply on the taxes so assessed.

The Lessor shall construct a gravel parking lot including appropriate fencing/barricades on the Premises at the cost of the Lessor. Scope of Work /Design are subject to mutual agreement between the Lessor and Lessee. The Lessee will inspect the leased premises prior to the execution of this agreement and subject to inspection shall accept the leased premises in an "as is condition".

The Lessee shall install and maintain a pedestrian bridge and walkway, signs and access control to the leased premises at the cost of the Lessee. Upon the termination of this Lease, the bridge and walkway, all signs and other equipment installed by the Lessee shall be removed by the Lessee at its expense and shall remain the property of the Lessee. The Lessee shall repair at its own expense, any and all damages to the leased premises and the Lessee shall put the leased premises back to its same condition as at the commencement of the lease period, unless the Lessor at the end of the lease period, elects not to require the Lessee to put the leased premises back in the same condition it was in prior to the commencement of the lease period.

The Lessee shall not make any changes, improvement or alterations to the leased premises without the Lessors prior written consent, which consent shall not be unreasonable withheld.

During the whole term, the Lessee shall at its expense maintain liability insurance. The Lessee shall maintain at its own expense, a commercial general comprehensive liability damage insurance policy including policy limits of no less than five million dollars. The Lessor shall be a named additional insured in the said policy. Prior to the Lessors acceptance of this Lease, the Lessee shall provide a copy of the said insurance to the Lessor for the Lessors review and approval.

The Parties agree that the Sales Office does not form part of the leased premises and is not to be used by the Lessee. It is further agreed that during the term of this lease, that the Lessor shall be allowed to keep the Sales Office on the leased premises, notwithstanding that the Site Plan Control agreement and extension thereof granted by the City provides that the Sales Office shall be removed by October 3,2016.

Lease Agreement
80 Henry Street

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This Agreement may be terminated by either party, with ninety (90) days written notice.

Notice is to be delivered to:

Lessor

McGuinty Law Offices
Brockville
1192 Rockingham Ave.
Ottawa, Ontario K1H 8A7

Lessee:

Corporation of the City of
Attn: City Clerk
P.O. Box 5000, 1 King St W.
Brockville, Ontario K6V 7A5

The Lessee is solely responsible for all costs to install Utilities on or to the leased premises which the Lessee may require, including but without limitation, the cost of all apparatus, meters and other things leased or purchased in connection with Utilities for the leased premises, and for all work performed in connection with them.

The Lessee shall promptly pay, as they become due and payable all charges for all Utilities used or consumed in the leased premises. Utilities, shall mean, but not be limited to: electricity, gas, cable and water.

Any and all disputes arising from this Agreement will be decided by a sole Arbitrator in accordance with the Arbitrations Act of Ontario.

The Lessee will not suffer or permit any Lien to be filed against the leased premises. If any such Lien is filed, the Lessee shall discharge the Lien forthwith.

The Lessor is not liable for any claim arising out of or arising from any (i) death or injury whatsoever in, upon, at, or relating to the leased premises or any part thereof, of (ii) loss of or damage to property of the Lessee or of others located on the leased premises from any cause whatsoever, whether or not the property is entrusted to the care or control of the Lessor or any of the Lessor's employees, or any such death, injury, loss or damage to property caused in whole or in part by the Lessor or those for whom the Lessor is in law responsible. Without limiting the generality of the foregoing, the Lessor is not liable or responsible in any way for any loss or damage arising from any death, injury(including, without limitation, personal discomfort or illness), loss or damage of or to persons or property resulting from or caused by, directly or indirectly, any of the following, whether or not it results from the negligence or fault of the Lessor or any of the Lessor's employees or any person for whom the Lessor is in law responsible.

Lease Agreement
80 Henry Street

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Notwithstanding any other provision of this Lease, the Lessee shall defend and indemnify the Lessor and shall hold it harmless from and against any and all claims (including without limitation, indirect or consequential damages that may be suffered or sustained by the Lessor and loss of all rent and other amounts payable by the Lessee under this Lease) whatsoever arising from or out of this Lease, or any alterations to or for the leased premises, or any occurrence in, upon or at the leased premises, or the occupancy or use by the Lessee or any other person over whom the Lessee may reasonably be expected to exercise control or for whom the Lessee is in law responsible.

If the Lessor, without fault on its part, is made a party to litigation commenced by or against the Lessee, the Lessee shall defend and indemnify and hold harmless the Lessor from and against all legal and other costs.

This Lease will not be registered on title to the Leased Premises.

The Lessor shall have the right to enter the leased premises at any time to inspect the leased premises or make any repairs the Lessor determines may be necessary but nothing herein shall be construed imposing any obligation on the Lessor to maintain or repair the leased premises.

If any provision of this Agreement or the application thereof shall be to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.

If the Lessee shall default in the performance of any its obligations herein, the Lessor may give the Lessee 10 day written notice of such default to cure the default. If the default is not cured within the said 10 day period, the Lessor may terminate this Agreement without any further notice.

The Lessee covenants with the said Lessor that it will not assign or sublet without leave. No assignment or subletting of this Lease without the Lessors prior written consent, which shall not be unreasonably withheld.

This Lease shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

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IN WITNESS WHEREOF the said Lessor has hereunto set his hand and seal,
and the said Lessee has caused its corporate seal to be affixed hereto,
attested by the hands of its proper officers in that behalf, the day and year
first above written.

SIGNED, SEALED AND DELIVERED
In the presence of:

Brockville Landings Inc.

THE CORPORATION OF
THE CITY OF BROCKVILLE

BROCKVILLE LANDINGS INC.

Mayor

Clerk

Witness

