



City of Brockville

General Committee

Agenda

4:30 PM - Tuesday, February 21, 2023

Hybrid/Virtual Meeting

Page

1. **Land Acknowledgement Statement**
2. **Chair's Remarks**
3. **Disclosure of Interest**
4. **Delegations and Presentations**
Nil.
5. **Correspondence and Communications**
Nil.
6. **Reports from Boards and Committees**
Nil.
7. **Staff Reports**
 - 4 - 9 1. 2023-6
Project Update - Reynolds Park

THAT Council approve a projected budget shortfall of \$53,500 in the Reynolds Park rehabilitation project; and

THAT the budget shortfall be funded by reserves or development charges as applicable.

2023-006
 - 10 - 13 2. 2023-18
Establish a 15 minute parking space in front of 88 King St. West.

THAT City Council authorize the establishment of a 15 minute parking space on the North side of King Street West in front of 88 King Street West; and

THAT Schedule 5 Subsection 74 of Parking By-Law 119-89 be amended accordingly.

General Committee Agenda
February 21, 2023

2023-18
88 King W. Street View

- 14 - 16 3. 2023-4
 Tourism Delivery for the City of Brockville (post 2023)

 THAT Council direct staff to explore options for tourism delivery and report back to no later than March 21st to the General Committee.
2023-4
- 17 - 43 4. 2023-17
 Musi-Theatre lease renewal
 Brockville Theatre Guild & Brockville Operatic Society (2023-2024)

 THAT the Council authorize the Mayor and City Clerk to enter into a lease agreement renewal between the Brockville Theatre Guild (BTG), Brockville Operatic Society (BOS) and the City of Brockville for January 1, 2023 to December 31, 2024.
2023-17
BAC Musi Theatre Agreement Feb 2023
- 44 - 54 5. 2023-21
 Rotary Fundraiser - Reynolds Park

 THAT Council approve the fundraising campaign from Rotary Club of Brockville and Rotary Club of the 1,000 Islands in support of a future waterfront pavilion at Reynolds Park; and

 THAT Council dedicate the resulting donated funds to the future construction of a Reynolds Park pavilion.
2023-21
City of Brockville re Pathway Brick FR Proposal Jan 2023
DWG#1 - LAYOUT ARCH-D

General Committee Agenda
February 21, 2023

- 55 - 56 6. 2023-23
 Ontario Regulations 284/09 Budget Matters-Expenses
- THAT Council adopt this report of expenses excluded from the 2023 Budget as a requirement of Ontario Regulation 284/09 passed under the Municipal Act, 2001.
[2023-23](#)

8. New Business from Committee Members

9. Committee Consent Agenda

THAT the following items as recommended by the General Committee be placed on the Consent Agenda:

10. Media Question Period

11. Adjournment

THAT the General Committee adjourn its meeting until the next regular meeting scheduled for March 21, 2023.



Staff Report

Report To:	General Committee
Meeting Date:	February 21, 2023
Prepared By:	Phil Wood, Director of Operations Travis Raison, Project and Asset Coordinator
Report Number:	2023-6
Subject:	Project Update - Reynolds Park

Recommendation

THAT Council approve a projected budget shortfall of \$53,500 in the Reynolds Park rehabilitation project; and

THAT the budget shortfall be funded by reserves or development charges as applicable.

Background

The redevelopment of the former Reynolds Coal Storage site into a new City passive park began November and December of 2022. The construction contractor finished the 2022 calendar year with approximately half of the overall construction work completed.

Throughout City projects staff continuously monitor expenses to ensure the budgets are maintained and unplanned expenses are mitigated. To date, the total project expenses for the Reynolds Park project remain within the approved budget. However, staff have identified sub-components of the project which have incurred expenses that exceed the assigned budget allotment. As a result, completion of the project as planned is projected to be over budget. Staff are working to mitigate additional expenses moving forward. In accordance with the Budgetary Control Policy staff are obligated to report overbudget conditions to Council.

The objective of this report is to:

- Report the budget/expense deviations to Council in detail
- Obtain approval from Council to adequately fund the completion of the project

Analysis

Construction Contract & Scope:

The construction contract for the Reynolds Park rehabilitation project was awarded to LA Knapp Construction Inc. following public tender of the project scope by staff in 2022.

Staff reported the results of the tender process and were approved by Council to proceed with the project by way of staff report 2022-164 to the Finance and Administration Committee on August 16, 2022.

The project scope of work includes:

- Site work, including:
 - Excavation and earth moving
 - Tree and vegetation removal
 - Compaction
- Granular fill, including:
 - Transportation and installation of granular A & B material
 - Grading, compaction surface preparation
- Backfill, including:
 - Transportation and installation of clean fill
 - Grading and erosion control
- Concrete work, including:
 - Forming and pouring of sidewalk and curb
- Asphalt work, including:
 - Transportation and installation paving of HL3 and HL8 asphalt
 - Paving of new parking area, entrance, Brock Trail and Water St.
- Finishing work, including:
 - Final grading of top soil and hydro-seeding
 - Line painting
 - Drainage

Each of the listed components in the construction contract was accounted for in the tender packages through estimation during design. The value each component was tendered as a unit price component based on estimated quantities. It is common for the result of each contract component to vary between the estimated unit quantities in the design and the actual unit quantities delivered and installed. Staff routinely manage the project with the objective of bringing the entire project scope to completion within the established budget.

Quantities of unit materials, for example granular or fill, are verified by the weigh bills from scales at quarry yards and verified by City staff during the project as a control measure. During this review discrepancies can be found and managed.

Project Progress:

To date, the construction contractor has completed:

- Site excavation
- Tree and vegetation removal
- Granular fill installation, grading and compaction
- Fill installation and grading

- Site grading in accordance with the design

Invoices have been received from the construction contractor for the identified completed project items. While reviewing the invoices and weigh bills for fill and granular materials used on the project, staff identified a deviation between the estimated quantities from the design. This discrepancy indicates that the contractor required more material than estimated to construct the park to the design. Based on the quantities review by staff, the fill and granular materials result in a net deficit for those project components.

Rationale:

The estimated quantities in the design detailed the fill required to achieve the site grading for drainage as well as the level of soft cap dictated in the environmental site assessment. The additional fill and granular materials were required because staff were unable to utilize and reuse excess fill from the Garden St. reconstruction. Reuse of this material was intended to save costs on the Reynolds Park project as well as eliminate waste and trucking costs to dispose of useful soil.

Staff were required to test the excess Garden St. soil in accordance with the recent soil regulation O.Reg. 406/19. Testing of the Garden St. fill revealed that it contained levels of salt contamination that rendered it unacceptable to be installed within 30m of the St. Lawrence River. As a result of soil testing, the Garden St. fill material was stock pilled elsewhere in the City and additional clean fill was required to move the project forward.

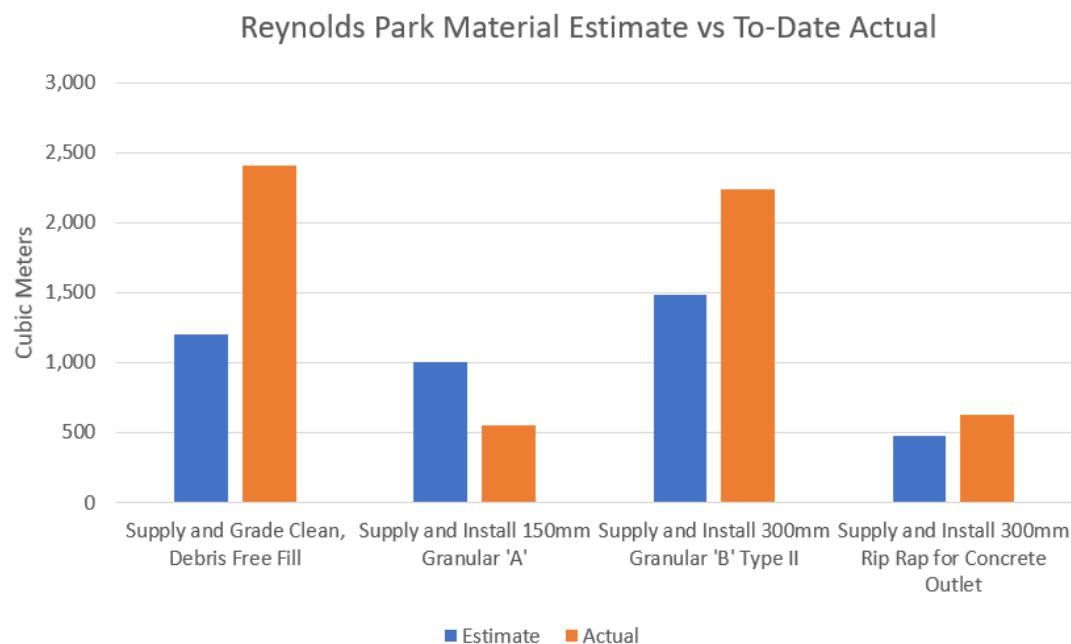
Project Status:

Due to the ineligibility of the Garden St. excess fill, additional fill and granular material were required to complete the lot plan and grading which has resulted in costs that exceed the allotted budget.

The Reynolds Park project is currently within budget. However, with expenses still to come for installation of asphalt and concrete, the expenses are projecting a budget deficit.

Financial Implications

As indicated the quantities of fill materials required in Reynolds Park to date has put pressure on the overall project budget. To illustrate the differences from estimate to as constructed, staff have prepared the following chart for reference:



From the above chart it can be seen that the differences between estimate versus installed are most notable for:

- Clean, debris free fill material, and
- 300 mm granular 'B' type II

In terms of work completed to date as it relates to the overall budget, the following chart indicates the state of the project as of the invoices processed in January 2023.

Project Progress	Completed Work			Not Completed	Expected Variance
	Budget/estimate:	Expense to date:	%		
Site Work	70,572.00	66,450.00	92%	5,322.00	(1,200.00)
Fill	32,175.00	62,686.00	97%	975.00	(31,486.00)
Granular	75,551.00	84,218.03	85%	11,160.00	(19,827.03)
Concrete	102,970.00	-	0%	102,970.00	-
Asphalt	67,322.00	-	0%	67,322.00	-
Finishing	27,143.00	-	0%	27,143.00	-
Total:	375,733.00	213,354.03		214,892.00	(52,513.03)
				Total with net HST	(53,437.26)

From the above charts it can be observed that the projected budget shortfalls amount to \$52,512.03 (plus net HST) resulting from the additional fill and granular materials required.

Staff intend to explore mitigation opportunities to manage the project expenses that remain. This may result in some capital savings by removing components of the contract through negotiation with the contractor and may include components that City staff could complete at a later date. For example line painting, benches, waste receptacles etc. could be done at a later date to save costs to the project.

Council approval is requested to address the projected budget shortfall by approving additional budget allotment to be funded by reserves or development charges as applicable.

Policy Alignment

All procurement activities associated with the Reynolds Park Rehabilitation project are subject to :

- Procurement Policy POL.F.20.139
- Budgetary Control Policy POL.F.20.181

In accordance with the City Budgetary Control Policy, Section 4 - Capital Budget; Department Heads shall request authorization from council should additional expenditures be required.

Conclusion

Approximately half of the construction work of the Reynolds Park rehabilitation project was completed in December 2022. Staff have reviewed the expenses to date and have identified where granular and clean fill materials were required in excess of the quantities that were estimated and budgeted.

Staff planned to use excess soil and fill from other City projects such as the Garden St. reconstruction project as a cost effective means of supply of backfill for the Reynolds Park project. Staff are obligated by the 2019 provincial excess soil regulations to test all excess soil and fill prior to transport and reuse on another work site. Following testing of the excess fill material the presence of salt contamination was documented rendering the available excess soils unsuitable for use in close proximity to the river and therefore was not used at Reynolds Park.

As a result, additional fill materials were required to complete the Reynolds Park design and grading plans. The total expenses for fill materials exceeds the budget allocations for fill materials.

Currently the project expenses remain within budget. However, considering the remaining work and the shortfall of budget allotted for fill materials, the project will be over budget when the remaining work is completed.

Staff will continue to actively manage the project expenses with the objective of mitigating costs where it can be for the remaining project scope. Staff request Council approve additional \$53,500 funded by reserves to account for the projected budget shortfall.

Approved by:

Travis Raison, Project and Asset Coordinator

Status:

Approved - 16 Feb 2023

Phil Wood, Director of Operations

Approved - 16 Feb 2023

Lynda Ferguson, Director of Finance & IT
Services

Approved - 17 Feb 2023

Sandra MacDonald, City Manager/City Clerk

Approved - 17 Feb 2023



Staff Report

Report To:	General Committee
Meeting Date:	February 21, 2023
Prepared By:	Alex Epp, Supervisor of Customer Service/Tax Collector Lynda Ferguson, Director of Finance & IT Services
Report Number:	2023-18
Subject:	Establish a 15 minute parking space in front of 88 King St. West.

Recommendation

THAT City Council authorize the establishment of a 15 minute parking space on the North side of King Street West in front of 88 King Street West; and

THAT Schedule 5 Subsection 74 of Parking By-Law 119-89 be amended accordingly.

Background

A request has been received to create a 15-minute parking space on the North side of King Street, in front of 88 King St. West. The creation of a 15 minute parking space in this location would directly benefit and accommodate commercial properties whose businesses have frequent in and out traffic. Attached to this report is a photo of the parking space affected.

Analysis

There are currently 9 15-minute parking spots along King Street. Upon reviewing the current distribution of the 15-minute parking spaces in the downtown core at the request of a local business owner, staff recommends converting the 2 hour complimentary parking space in front of 88 King Street West into a 15 minute parking space. Fifteen minute parking spaces are strategically situated near businesses that have the most in-and-out traffic. The majority of the business at 88 King Street is for post office drop off and pick up. This space is also directly in front of a convenience store and bank for which a 15-minute spot would be convenient for most customers.

The DBIA has been consulted concerning this change.

Financial Implications

The estimated cost would be \$250 to remove, supply and install the necessary signage for this parking space. This would be covered through general parking maintenance accounts.

Policy Alignment

The change must be approved by Council, and Parking By-Law 119-89 must be amended.

Conclusion

Staff recommends the changeover of the 2 hour complimentary parking space in front of 88 King Street West to a 15-minute parking space in order to accommodate the in-and-out nature of the businesses in the immediate vicinity.

Approved by:

Alex Epp, Supervisor of Customer Service/Tax Collector

Status:

Approved - 15 Feb 2023

Lynda Ferguson, Director of Finance & IT Services

Approved - 15 Feb 2023

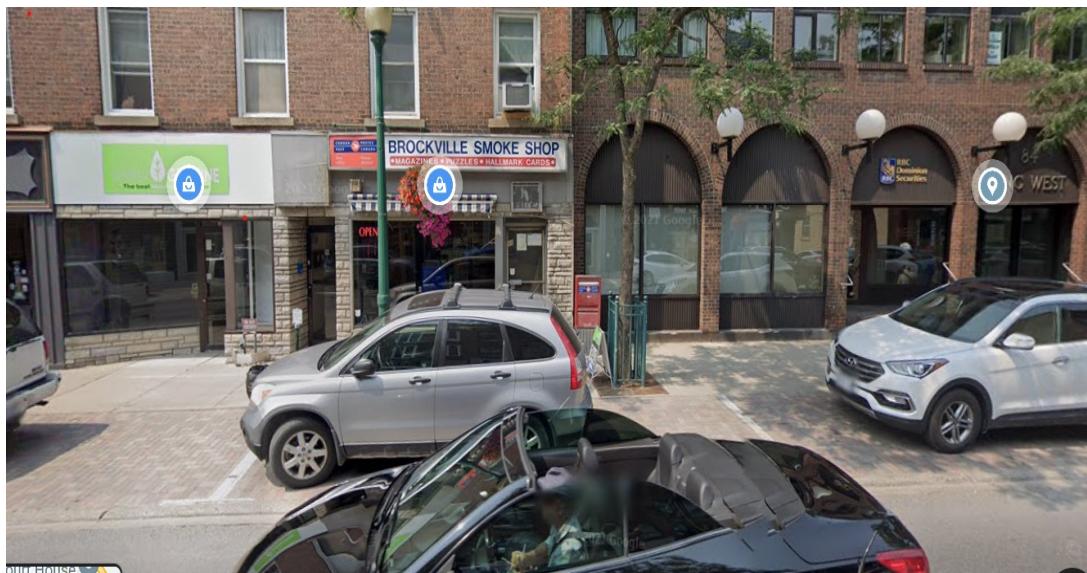
Sandra MacDonald, City Manager/City Clerk

Approved - 16 Feb 2023

Attachments:

[88 King W. Street View](#)

88 King Street West street view



88 King Street West street view





Staff Report

Report To:	General Committee
Meeting Date:	February 21, 2023
Prepared By:	Anne Shropshire, Manager, Cultural Services Sandra MacDonald, City Manager/City Clerk
Report Number:	2023-4
Subject:	Tourism Delivery for the City of Brockville (post 2023)

Recommendation

THAT Council direct staff to explore options for tourism delivery and report back to no later than March 21st to the General Committee.

Background

On June 19, 2020 the City of Brockville issued two RFPs for: (1) Tourism Information and Stakeholder Services and (2) Tourism Marketing and Promotion Services. Two submissions were received for each of these RFPs and following an evaluation, interviews, and written responses to the interview questions the panel recommended awarding the contracts to the Aquatarium at Tall Ships Landing (a partnership of agencies).

On September 22, 2021 Council approved the following motions:

THAT Council enter into a one year contract, with two one year renewals, at the sole discretion of the City of Brockville, with respect to 2020-RFP-04 Tourism, Information and Stakeholders Services with The Aquatarium at Tall Ships Landing (a partnership of agencies), subject to city staff negotiating a contract that will include the deliverables as set out in the Request for Proposal, and any other deliverables negotiated, including COVID strategies and safety protocols, with the maximum price of \$225,000 plus CPI per year.

THAT Council enter into a one year contract, with two one year renewals, at the sole discretion of the City of Brockville, with respect to 2020-RFP-05 Tourism, Marketing and Promotions Services with The Aquatarium at Tall Ships Landing (a partnership of agencies), subject to city staff negotiating a contract that will include the deliverables as set out in the Request for Proposal, and any other deliverables negotiated, including COVID strategies and safety protocols, with the maximum price of 50% of the Municipal Accommodation Tax collected in the previous year.

Having renewed the original one-year contract (2021) with the additional two one year renewals (2022 & 2023), the current tourism contract will end on December 31, 2023.

Analysis

Since the original RFP process was implemented many internal changes have been made.

In 2019 the City of Brockville began collecting the Municipal Accommodation Tax (MAT), allowing for greater investment in tourism initiatives for the city. In late 2020 Council created the Cultural Services Department and hired a Manager of Cultural Services in March 2022. This has provided more resources and dedicated staff to oversee the tourism contract, providing experience and expertise and working with both the DMO and other City Departments to ensure commitments are fulfilled. The Tourism Advisory Committee was also created in the Fall of 2022.

Historically, Council has contracted the delivery of tourism to a third party. Tourism, pre-2020 is not the same as tourism 2023. The landscape has changed dramatically as the province continues to recover from Covid. Tourism businesses require different types of support, visitors' travel patterns have changed and many organizations have had to make a shift in how they provide services.

With the 3-year contract ending December 2023, staff are seeking direction from Council regarding tourism delivery for the City of Brockville. Staff are presenting two options for consideration:

Option One: Develop a new RFP and continue to contract out tourism delivery to a third party.

Option Two: Explore all options for tourism delivery and report back to the General Committee no later than March 21, 2023.

Financial Implications

N/A

Conclusion

With the many changes both internally and externally around tourism, staff recommend there is a benefit in exploring and presenting to Council all possible options for tourism delivery going forward.

Approved by:

Anne Shropshire, Manager, Cultural Services

Status:

Approved - 11 Jan 2023

Sandra MacDonald, City Manager/City Clerk Approved - 12 Jan 2023



Staff Report

Report To:	General Committee
Meeting Date:	February 21, 2023
Prepared By:	Anne Shropshire, Manager, Cultural Services Sandra MacDonald, City Manager/City Clerk
Report Number:	2023-17
Subject:	Musi-Theatre lease renewal Brockville Theatre Guild & Brockville Operatic Society (2023-2024)

Recommendation

THAT the Council authorize the Mayor and City Clerk to enter into a lease agreement renewal between the Brockville Theatre Guild (BTG), Brockville Operatic Society (BOS) and the City of Brockville for January 1, 2023 to December 31, 2024.

Background

The Brockville Theatre Guild is a membership-based organization, established in 1933 to promote theatrical arts and cultural events in Brockville and the surrounding region. The organization makes efforts to get as many people on stage, backstage and in the audience as possible. Auditions are open to all members, and members can also help backstage on the production team with costumes, set building and props; or assist with production management and corporate relationship building with sponsors and advertisers.

The Brockville Operatic Society is a theatre group that was established in 1952. Over the years they have put on many productions that have delighted audiences of all ages.

In addition to producing 1-2 shows a year at the BAC, both groups host workshops for members and the public.

Both groups make up 'Musi-Theatre'.

Prior to the 1980s the two groups had outgrown their current storage spaces and began a fundraising campaign in the hopes of purchasing or building a structure to house their costumes and props as well as provide rehearsal space close to the Civic Auditorium (now the Brockville Arts Centre).

In September 1980, Musi-Theatre brought a proposal to Council regarding building a structure behind the Civic Auditorium (BAC). The proposal outlined the need for

additional space for costumes, props and rehearsals, benefits to the community by freeing up stage use at the Civic Auditorium (BAC) and how additional rehearsal space could also be used by the Civic Band, Choral Society and Barbershop Singers. The proposal also outlined that construction of a building would ensure the survival of the BOS and BTG, ensure the safety of their costumes and props and detailed how the space would be used and constructed; providing a conceptual sketch. The proposal asked for the City to assist with seeking grants to help fund the build and approve in principle that the City own the building and enter into an agreement with Musi-Theatre whereby Musi-Theatre would assure the normal operating and maintenance costs. At the time of the proposal, construction costs were estimated at \$190,000. The Musi-Theatre had been successful in raising \$65,000 in cash donations, anticipated another \$6,250 in future cash and in-kind donations. The remaining would be funded with the assistance of the City through a Wintario grant and Community Recreation Centres Act.

March 10, 1981 meeting of Council, approved a draft maintenance agreement between the Civic Auditorium and Musi-Theatre.

At the October 25, 1983 Council meeting, staff report 83-200-10 (construction of Musi-Theatre) was passed by Council.

At that same meeting Council authorized the expenditure of \$268,869 for the addition to the Civic Auditorium (BAC).

Staff report 90-157-07 (Agreement between the City of Brockville and the Brockville Operatic Society and Brockville Theatre Guild) recommended Council authorize an agreement for use and rental of the Musi-Theatre portion of the Brockville Arts Centre. It outlined that since its construction the BOS and BTG have had use of the space. As terms of use and rental fees have been approved by the Brockville Arts Centre Management Board, staff had no record of any previous agreements being brought before Council. At this time the Arts Centre and Musi-Theatre were operated through the Parks and Recreation Services Department and the lease required Council's approval. The report noted a stepped fee schedule, representing an estimate of the operating and maintenance costs for the Musi-Theatre was proposed with the intent of having the operating costs for the Musi-Theatre paid by the two groups. The report recommended a rental fee to each organization in the amount of \$3,200 per annum from January 1, 1990 to June 30, 1991, representing revenue from both groups of \$9,600. The report also indicated that prior to renewal of the this agreement for future years, staff will have had an opportunity to investigate more closely the operating costs for the Musi-Theatre and structure the rental fees accordingly.

Staff could find no further reports investigating the operational costs or rental fees.

Prior to 2005, combined rent was set at \$10,000 (\$5,000 each group) and any increases reflected the CPI increase. In 2005 the combined rate for the groups was \$10,702.00

with no increases until midway through 2017 when CPI was applied with HST added in 2019, after an audit determined the tax should be included on all leases.

The most recent lease agreement was from January 1, 2017 through to December 31, 2021. Rental fee was a combined \$11,287.96 (\$5,643.96/group), increasing annually by the September CPI, payable semi annually.

The Arts and Culture industries were hit hard during Covid-19 and during the years of 2020-2021, the Theatre Guild and Operatic Society were given a rent holiday from April 2020 to December 2021. Fortunately the two groups were still able to access the building and produce a show in each of those years.

The BOS and BTG have also been able to take advantage of the City's fee waiver program for their performances. The BOS received \$3,500 in 2012 and most recently the BTG received \$4,268 in 2022

The City maintains the maintenance of the Musi-Theatre including \$177,210 replacement of the Musi-Theatre roof in 2022.

Analysis

Since the current lease ended in December 2021, staff have worked throughout 2022 with representatives of the BTG and BOS regarding updating the terms of the lease renewal.

Since the terms of the lease have not changed since prior to 1991 and with the request of the BTG and BOS to have more autonomy in the space, it was an opportunity to update the lease to reflect current terminology, language and rates in line with other standardized City lease documents.

As such a more robust and inclusive agreement has been formulated, reflecting the needs and wants of the BOS/BTG and policy and procedure requirements of the City.

Proposed updates to the lease renewal include:

Management

- Authority for BTG/BOS to determine how and when the space is used between the two groups with more control and responsibility for the leased spaces.
- Increased hours of use from 600 hours/user to year-round access.
- Defined roles and responsibilities of the Lessee and Lessor.

Insurance

- Decrease of Commercial General Liability Insurance from \$5 million to \$2 million.

Rent

- Increase in rent from \$12,494 to \$18,808 (combined for both groups) in 2023.

A review of the lease fees examined the cost to the municipality to operate the space.

Total square footage of the Musi-Theatre: 4,702

Services provided in lease	Cost of services
Utilities	\$9,538.50
Cleaning	\$3,340.26
Insurance	\$3,126.83
Snow Removal	\$4,000.00
Building Burden	\$13,212.62
BAC staff	\$1,948.05
TOTAL COST	\$35,166.26

Staff also reviewed rent charged for comparable spaces.

Current cost charged at Musi-Theatre per sq. ft.	\$2.65
2023 cost proposed at Musi-Theatre per sq. ft.	\$4.00
2024 cost proposed at Musi-Theatre per sq. ft.	\$5.50
Comparable commercial rates per sq. ft.	\$14.00
Comparable city-owned space per sq. ft. (not-for-profits)	\$9.00

Currently, the rental of the Musi-Theatre space is subsidized through the tax levy in the amount of \$22,671. Based on the information above, the new rates are working towards a cost recovery model.

Policy Alignment

Council approval is required to authorize the signing of a lease by the Mayor and City Clerk.

Conclusion

The Brockville Theatre Guild and Brockville Operatic Society were instrumental in the construction of the Musi-Theatre space, raising approx. \$100,000 of the total cost of construction (\$268,869) in 1983.

In the initial proposal and subsequent agreements, the intent has always been to have the BTG and BOS cover the cost of operating and maintaining the Musi-Theatre building. The lease renewal provides more authority for BTG/BOS to determine how and when the

space is used between the two groups with more control and responsibility for the leased spaces. It also identifies the gap in the cost to operate and maintain the building and rental fees and works towards a cost recovery model.

Staff is requesting Council authorize the Mayor and City Clerk to enter into a lease agreement renewal between the Brockville Theatre Guild (BTG), Brockville Operatic Society (BOS) and the City of Brockville for January 1, 2023 to December 31, 2024.

Approved by:

Anne Shropshire, Manager, Cultural Services
Sandra MacDonald, City Manager/City Clerk

Status:

Approved - 16 Feb 2023
Approved - 17 Feb 2023

Attachments:

[BAC Musi Theatre Agreement Feb 2023](#)



THIS AGREEMENT made this ____ day of _____, 20__.

BETWEEN:

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

OF THE FIRST PART

- and -

**THE BROCKVILLE THEATRE GUILD
Hereinafter called the LESSEE
and
THE BROCKVILLE OPERATIC SOCIETY
Hereinafter called the LESSEE**

OF THE SECOND PART

WHEREAS the said Lessor is the Owner, Manager and Operator of the Brockville Arts Centre (BAC) (historic theatre, art gallery, Musi-theatre, storage spaces, equipment, auditorium seating, lobby and workshop);

AND WHEREAS the Lessee, is a volunteer organization/not-for-profit community theatre groups.

AND WHEREAS the parties have discussed an arrangement between them whereby the Lessor shall lease to the Lessee the said Brockville Arts Centre "Musi-Theatre" for

productions and practice sessions, set construction, and storage of theatrical related items for a 2-year term commencing January 1, 2023 to December 31, 2024.

1. DEFINITIONS:

1.1. "BOS" means:

Brockville Operatic Society.

1.2. "BTG" means:

Brockville Theatre Guild.

1.3. "Building" means:

Brockville Arts Centre or "Arts Centre" or "BAC" and relates to all buildings, improvements, equipment, fixtures, property and facilities located at 235 King St. W. Brockville, ON as from time to time altered, expanded or reduced by the Lessor in its sole discretion.

1.4. "Common Areas and Facilities" mean:

1.4.1. Those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Lessor to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

1.4.2. Those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Lessor and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Lessor as part of the Common Areas and Facilities;

1.5. "Musi-theatre" means:

The 4,702 square foot (sqft) area of the BAC located on the south side of the auditorium stage, deemed the workshop with adjoining storage area on the second floor, the practice studio (Musi Theatre) located on the first floor and the storage area located in the basement.

1.6. "City of Brockville Staff" means:

Designated staff for the Corporation of the City of Brockville

1.7. "President" means:

Designate within an organization who serves as the primary contact and has the authority to enter into legal agreements on behalf of the organization as per the

organization's bylaws.

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:

2. MANAGEMENT:

- 2.1. The management of the Musi-Theatre, its scheduling and use of the shared space is the responsibility of the Lessees.
- 2.2. Use of the Musi-Theatre workshop during performances is permitted, but on a limited basis. It is the responsibility of the Lessee to communicate with City Staff to ensure that they are aware of the performances that are occurring within the Auditorium. If there is any noise from the Musi-Theatre workshop which is disturbing what is taking place on the stage, City Staff has the authority to require quiet.
- 2.3. If there is any overlapping for rehearsal time in the Musi-Theatre between the two user groups, it will be up to the groups to settle matters between themselves.
- 2.4. Regular access to the leased space will be via a dedicated entry way. Access via the BAC stage is permitted, but only when required and approved by City of Brockville Staff.
- 2.5. Keys for the Musi-Theatre will be provided by the City of Brockville Staff to the Presidents of the user groups. The Presidents are required to maintain an up-to-date master key list of all members that have a key to the Musi-Theatre. Brockville Arts Centre staff are to be provided the most up to date Master Key List from each President for the purposes of potential insurance claims, complaints, or audit.
- 2.6. The organization in production will be responsible for making sure that the Musi-Theatre is locked by checking all leased space exits upon leaving the building and the security alarm is set using the key specific alarm code for the leased space.
- 2.7. An after-hour call in fee of 3 hours at the \$40.00/hour technician rate will be charged to the Lessee in the event of any nuisance alarm calls.
- 2.8. City of Brockville Staff is required to be contacted immediately in the case of critical systems failure.
- 2.9. The Lessor will be responsible for paying for:
 - 2.9.1. All utilities supplied to Common Areas and Facilities and lease spaces including water, sewer and natural gas;
 - 2.9.2. Non-theatrical lighting (subject to unavoidable equipment breakdown);

- 2.9.3. One thorough cleaning of the entire facility once per year, with replacement of light bulbs in the building when necessary. The BOS and BTG will be notified at least three (3) weeks in advance of this cleaning so that they may ensure all items of importance are properly stored and identified to City of Brockville Staff;
- 2.9.4. All insurance related to the Building as placed by the Lessor;
- 2.9.5. Outdoor maintenance including snow removal from all exits of the Musi-Theatre with foot paths to King St, and parking lots;
- 2.9.6. Regular and thorough cleaning of the stairwells;
- 2.9.7. Proper exterior lighting for nighttime illumination at both exits;
- 2.9.8. The Lessor shall have sole right and responsibility to collect, maintain and dispose of any articles left in the theatre during the annual cleaning.

3. RESPONSIBILITIES OF LESSEE:

- 3.1. In addition to terms outlined in this lease, it is responsibility of the Lessee to be directly responsible for the following as defined by location:
 - 3.1.1. Basement/Storage:
Year-round general tidiness and orderliness and observance of fire prevention regulations.
 - 3.1.2. First floor/Musi Theatre:
 - I. Year-round general tidiness and orderliness and observance of fire prevention regulations.
 - II. Collection of trash to designated area for removal
 - 3.1.3. Second floor/Work Shop:
 - I. Year-round general tidiness and orderliness and observance of fire prevention regulations.
 - II. A clear path from the access door to located on the south side of the auditorium stage to the sink for BAC staff to refill mop buckets.
 - 3.1.4. All Levels to be cleaned, and production material properly stored or removed within two (2) weeks [fourteen (14) days] of the end of production.
 - 3.1.5. Stairwells are to remain clear of all garbage, debris or materials at all times.
- 3.2. The Lessee shall not erect any decoration, sign or displays without the prior written consent of the Arts Centre. Signs and displays in the public or common areas must conform to professional standards.

4. PROPERTIES:

The use of sets, props and costumes by other than the Lessees is to be permitted only with the express written permissions of the Presidents of the BOS and the BTG. Insurance coverage for all sets, props, costumes owned by the BOS and BTG is the responsibility of the BOS and BTG. The Lessor is not responsible for damage to property stored in the leased space. It is the responsibility of the Lessee to monitor any congestion or overcapacity within the lease space.

5. INSURANCE:

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$2 million per occurrence / \$2 million annual aggregate for any negligent acts or omissions relating to their activities/ event.

Such insurance shall include, but is not limited to, bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; occurrence property damage; products; broad form completed operations; employees and volunteers as Additional Insured(s); tenants' legal liability; cross liability and severability of interest clause. Where applicable, the City will also require owners & contractors protective and/or contingent employers' liability extensions from third party contractors.

If applicable, the Commercial General liability insurance policy shall not contain an exclusion pertaining to liquor liability.

Such insurance shall add the Corporation of the City of Brockville as Additional Insured subject to a waiver of subrogation with respect to the operations of the renter. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the City.

All deductibles applicable to the above noted insurance shall be the sole responsibility of the Named Insured and the City shall bear no cost towards such deductible.

The Named Insured is responsible to keep their property/assets insured – failure to do so shall not impose any liability on the City.

The Named Insured shall provide The Corporation of the City of Brockville with a certificate of insurance evidencing coverage as noted above. Such policies shall not be cancelled, changed or lapsed unless the Insurer notifies the City in writing at least thirty (30) days prior to the effective date of such cancellation, material change or lapse. The insurance policy will be in a form and with a company licensed to write business in the Province of Ontario and which are, in all respects, acceptable to the City.

The City also reserves the right to request additional insurance and/or higher limits of insurance or otherwise alter the types of insurance coverage requirements as the City may reasonably require from time to time.

6. INDEMNIFICATION AND HOLD HARMLESS CLAUSE:

The Lessee agrees to indemnify and hold harmless the Corporation of the City of Brockville, their elected officials, officers, employees, and agents from and against all claims, actions, losses, expenses, fines, costs (including legal costs), interest, or damages of every nature and kind whatsoever, including, but not limited to, bodily injury or damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by Lessee, their employees, or others to whom the Lessee is legally responsible in using or occupying the said premises. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Lessee in accordance with this agreement and shall survive this agreement.

7. RENT:

During the two-year term of this agreement, commencing January 1, 2023, rental payments to the City of Brockville shall be payable by each user group in two semi-annual installments due January 1st and July 1st of each year.

Year one is calculated at \$4.00/sq foot x 4,702 sqft, for a total of \$18,808 plus applicable taxes, broken down to be \$9,404.00/group with installment payments of \$4,702.00 made on January 1st and July 1st 2023 by each group.

Yearly increases for the duration of this agreement will be as follows:

Year 2 = \$5.50/sqft.

In the event that a new contract is not in place at the end of the two-year term, the terms of this lease shall continue on a semi-annual basis, increased in accordance with the noted Consumer Price Index (CPI) increase. Each year in September the CPI increase is set from the Ontario CPI index - All Items, September to September. The Presidents of each organization will be notified in writing of the rental increase to occur January 1 of the following year.

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).

It is further agreed that the Lessee will have access to, but not sole use of the Musi-Theatre for 14 weeks during the summer season, June 1 to September 1. During this time, the Lessor will have the ability to rent the first floor (rehearsal studio) to third party users. The Lessee will notify the Lessor of their intent to use the first floor (rehearsal studio) during this time period (June 1 to September 1) no later than January 1st of the current year. At this time it is acknowledged that the Lessee has first right of refusal for the use of the space and use of space will not be unreasonably withheld. The Lessor will update the security alarm procedures to reflect the change in use of the space.

In instances where the use of the first floor (rehearsal studio) space is required for potential dressing room overflow for the purposes of dance recitals or competitions the Brockville Arts Centre may utilize this space for no more than 21 days during "dance season", City of Brockville staff will contact the president of both BTG & BOS to confirm the dates required for the use of the space no later than January 1st of the current year.

8. TERM:

This Agreement, and all of its Terms, Conditions and Rents shall be in effect for the period January 1, 2023 through to December 31, 2024.

9. GENERAL

9.1. The Lessee hereby agrees to observe and comply with any and all fire regulations and codes, Provincial, Federal or other regulations, statutes and by-laws pertaining in any way to the use of the facility. Under no circumstances shall the Lessee be permitted to store materials and/or obstruct the aisles, stairwells or in any doorway that may contravene the Fire Code.

9.2. The Lessee covenants that the Lessee will carry on and conduct business from time to time carried out upon the leased space in such a manner as to comply with all statutes, bylaws, rules, and regulation of any federal, provincial, municipal, public health or other competent authority and will not do anything on in the Building in contravention of any of them. Failure to comply with these regulations may result in termination of this contract.

9.3. The Lessee must apply for and show proof of event approval in writing from the AUTHORITY HAVING JURISDICTION for use of PYROTECHNICS. The City of Brockville and the Arts Centre reserve the right to restrict/prohibit any effects they feel are not safe. The Arts Centre must be notified of effects no less than four weeks prior to the load in date.

9.4. The lessee is responsible for any extra insurance needed to cover the use of any approved pyrotechnic effects.

9.5. The Brockville Arts Centre is a smoke-free facility as of October 31, 1993, City of Brockville By-law 206-93.

9.6. The Lessee agrees that they shall each be responsible for any repairs, replacements to the Building and any component of building damage which are caused by regular or excessive use by members of their group or by guests of the specific user group. The Lessee will be billed for the damages and shall be responsible for making said payment to the City of Brockville. At minimum, both parties agree to a walk-through and recorded assessment of the space no less than once per year.

- 9.7. The Lessee waives the right to assign this Agreement in whole or in part, nor sublet all or any parts related to the leased space or building to any other person.
- 9.8. The Lessor will ensure that all other user groups are made aware of the rules and regulations, of this agreement.
- 9.9. As the Musi-Theatre is owned and operated by the City of Brockville, all persons and activities taking place on the premises are subject to City policies and procedures.
- 9.10. If the Arts Centre is at any time 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.
- 9.11. The Lessor reserves the right for itself and for all persons authorized by it, to erect, use and maintain wiring, mains, pipes and conduits and other means of distributing services in and through the leased space, and at all reasonable times to enter upon the leased space for the purpose of installation, maintenance or repair, and such entry will not be an interference with the Lessee's possession under this Lease.
- 9.12. The Lessor reserves the right, when necessary, by reason of accident or in order to make repairs, alterations or improvements relating to the leased space or to other portions of the Building to cause temporary obstruction to the Common Areas and Facilities as reasonably necessary and to interrupt or suspend the supply of electricity, water and other services to the leased space until the repairs, alterations or improvements have been completed. There will be no abatement in rent because of such obstruction, interruption or suspension provided that the repairs, alterations or improvements are made as expeditiously as is reasonably possible.
- 9.13. Any leasehold improvements will be considered through the annual City of Brockville budget process. Requests for improvements should be made to the Manager of Cultural Services and are subject to Council approval.
- 9.14. The Lessee may make leasehold improvements at their own expense upon requesting and receiving permission from the city's Manager of Cultural Services, and Supervisor Arenas and Facilities. The Lessee will be required to use a Contractor in good standing with the city of Brockville and must obtain approval to receive bids from Contractors in good standing from the Manager of Cultural Services.
- 9.15. Subject to this Lease, the Lessee and its employees, customers and invitees will have the nonexclusive right to use for their proper and intended purposes, during regular hours in common with all others entitled to those parts of the

Common Areas and Facilities from time to time permitted by the Lessor. The Common Areas and Facilities and the Building will at all times be subject to the exclusive control and management of the Lessor. The Lessor will operate and maintain the Common Areas and Facilities and the Building in such manner as the Lessor determines from time to time.

10. TERMINATION:

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. 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
Manager of Cultural Services
1 King Street West, P.O. Box 5000
Brockville, Ontario
K6V 7A5

For the Lessee:

Brockville Theatre Guild,
P.O. Box 474,
Brockville, Ontario
K6V 5V6

Brockville Operatic Society
P.O. Box 1372,
Brockville, Ontario
K6V 5Y6

11. ELECTRONIC TRANSMISSIONS

The Lessee and Lessor agree that the reproduction and transmission of signatures to this Lease agreement by way of digital scanning will be treated as though reproduction were originals. The agreement with original signatures shall be provided to each party within a reasonable time.

12. ASSIGNMENT:

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 set their corporate seals as attested to by the hands of the proper signing officers in that behalf, on the day first above written.

**CORPORATION OF THE CITY
OF BROCKVILLE**

**BROCKVILLE
THEATRE GUILD**

Mayor

President

Clerk

Vice President

**BROCKVILLE
OPERATIC SOCIETY**

President

Vice President



THIS AGREEMENT made this _____ day of _____, 20____.

BETWEEN:

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

OF THE FIRST PART

- and -

THE BROCKVILLE THEATRE GUILD
Hereinafter called the LESSEE
and
THE BROCKVILLE OPERATIC SOCIETY
Hereinafter called the LESSEE

OF THE SECOND PART

WHEREAS the said Lessor is the Owner, Manager and Operator of the Brockville Arts Centre (BAC) (historic theatre, art gallery, Musi-theatre, storage spaces, equipment, auditorium seating, lobby and workshop);

AND WHEREAS the Lessee, is a volunteer organization/not-for-profit community theatre groups.

AND WHEREAS the parties have discussed an arrangement between them whereby the Lessor shall lease to the Lessee the said Brockville Arts Centre "Musi-Theatre" for

productions and practice sessions, set construction, and storage of theatrical related items for a 2-year term commencing January 1, 2023 to December 31, 2024.

1. DEFINITIONS:

1.1. "BOS" means:

Brockville Operatic Society.

1.2. "BTG" means:

Brockville Theatre Guild.

1.3. "Building" means:

Brockville Arts Centre or "Arts Centre" or "BAC" and relates to all buildings, improvements, equipment, fixtures, property and facilities located at 235 King St. W. Brockville, ON as from time to time altered, expanded or reduced by the Lessor in its sole discretion.

1.4. "Common Areas and Facilities" mean:

1.4.1. Those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Lessor to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

1.4.2. Those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Lessor and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Lessor as part of the Common Areas and Facilities;

1.5. "Musi-theatre" means:

The 4,702 square foot (sqft) area of the BAC located on the south side of the auditorium stage, deemed the workshop with adjoining storage area on the second floor, the practice studio (Musi Theatre) located on the first floor and the storage area located in the basement.

1.6. "City of Brockville Staff" means:

Designated staff for the Corporation of the City of Brockville

1.7. "President" means:

Designate within an organization who serves as the primary contact and has the authority to enter into legal agreements on behalf of the organization as per the

organization's bylaws.

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:

2. MANAGEMENT:

- 2.1. The management of the Musi-Theatre, its scheduling and use of the shared space is the responsibility of the Lessees.
- 2.2. Use of the Musi-Theatre workshop during performances is permitted, but on a limited basis. It is the responsibility of the Lessee to communicate with City Staff to ensure that they are aware of the performances that are occurring within the Auditorium. If there is any noise from the Musi-Theatre workshop which is disturbing what is taking place on the stage, City Staff has the authority to require quiet.
- 2.3. If there is any overlapping for rehearsal time in the Musi-Theatre between the two user groups, it will be up to the groups to settle matters between themselves.
- 2.4. Regular access to the leased space will be via a dedicated entry way. Access via the BAC stage is permitted, but only when required and approved by City of Brockville Staff.
- 2.5. Keys for the Musi-Theatre will be provided by the City of Brockville Staff to the Presidents of the user groups. The Presidents are required to maintain an up-to-date master key list of all members that have a key to the Musi-Theatre. Brockville Arts Centre staff are to be provided the most up to date Master Key List from each President for the purposes of potential insurance claims, complaints, or audit.
- 2.6. The organization in production will be responsible for making sure that the Musi-Theatre is locked by checking all leased space exits upon leaving the building and the security alarm is set using the key specific alarm code for the leased space.
- 2.7. An after-hour call in fee of 3 hours at the \$40.00/hour technician rate will be charged to the Lessee in the event of any nuisance alarm calls.
- 2.8. City of Brockville Staff is required to be contacted immediately in the case of critical systems failure.
- 2.9. The Lessor will be responsible for paying for:
 - 2.9.1. All utilities supplied to Common Areas and Facilities and lease spaces including water, sewer and natural gas;
 - 2.9.2. Non-theatrical lighting (subject to unavoidable equipment breakdown);

- 2.9.3. One thorough cleaning of the entire facility once per year, with replacement of light bulbs in the building when necessary. The BOS and BTG will be notified at least three (3) weeks in advance of this cleaning so that they may ensure all items of importance are properly stored and identified to City of Brockville Staff;
- 2.9.4. All insurance related to the Building as placed by the Lessor;
- 2.9.5. Outdoor maintenance including snow removal from all exits of the Musi-Theatre with foot paths to King St, and parking lots;
- 2.9.6. Regular and thorough cleaning of the stairwells;
- 2.9.7. Proper exterior lighting for nighttime illumination at both exits;
- 2.9.8. The Lessor shall have sole right and responsibility to collect, maintain and dispose of any articles left in the theatre during the annual cleaning.

3. RESPONSIBILITIES OF LESSEE:

- 3.1. In addition to terms outlined in this lease, it is responsibility of the Lessee to be directly responsible for the following as defined by location:
 - 3.1.1. Basement/Storage:
Year-round general tidiness and orderliness and observance of fire prevention regulations.
 - 3.1.2. First floor/Musi Theatre:
 - I. Year-round general tidiness and orderliness and observance of fire prevention regulations.
 - II. Collection of trash to designated area for removal
 - 3.1.3. Second floor/Work Shop:
 - I. Year-round general tidiness and orderliness and observance of fire prevention regulations.
 - II. A clear path from the access door located on the south side of the auditorium stage to the sink for BAC staff to refill mop buckets.
 - 3.1.4. All Levels to be cleaned, and production material properly stored or removed within two (2) weeks [fourteen (14) days] of the end of production.
 - 3.1.5. Stairwells are to remain clear of all garbage, debris or materials at all times.
- 3.2. The Lessee shall not erect any decoration, sign or displays without the prior written consent of the Arts Centre. Signs and displays in the public or common areas must conform to professional standards.

4. PROPERTIES:

The use of sets, props and costumes by other than the Lessees is to be permitted only with the express written permissions of the Presidents of the BOS and the BTG. Insurance coverage for all sets, props, costumes owned by the BOS and BTG is the responsibility of the BOS and BTG. The Lessor is not responsible for damage to property stored in the leased space. It is the responsibility of the Lessee to monitor any congestion or overcapacity within the lease space.

5. INSURANCE:

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$2 million per occurrence / \$2 million annual aggregate for any negligent acts or omissions relating to their activities/ event.

Such insurance shall include, but is not limited to, bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; occurrence property damage; products; broad form completed operations; employees and volunteers as Additional Insured(s); tenants' legal liability; cross liability and severability of interest clause. Where applicable, the City will also require owners & contractors protective and/or contingent employers' liability extensions from third party contractors.

If applicable, the Commercial General liability insurance policy shall not contain an exclusion pertaining to liquor liability.

Such insurance shall add the Corporation of the City of Brockville as Additional Insured subject to a waiver of subrogation with respect to the operations of the renter. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the City.

All deductibles applicable to the above noted insurance shall be the sole responsibility of the Named Insured and the City shall bear no cost towards such deductible.

The Named Insured is responsible to keep their property/assets insured – failure to do so shall not impose any liability on the City.

The Named Insured shall provide The Corporation of the City of Brockville with a certificate of insurance evidencing coverage as noted above. Such policies shall not be cancelled, changed or lapsed unless the Insurer notifies the City in writing at least thirty (30) days prior to the effective date of such cancellation, material change or lapse. The insurance policy will be in a form and with a company licensed to write business in the Province of Ontario and which are, in all respects, acceptable to the City.

The City also reserves the right to request additional insurance and/or higher limits of insurance or otherwise alter the types of insurance coverage requirements as the City may reasonably require from time to time.

6. INDEMNIFICATION AND HOLD HARMLESS CLAUSE:

The Lessee agrees to indemnify and hold harmless the Corporation of the City of Brockville, their elected officials, officers, employees, and agents from and against all claims, actions, losses, expenses, fines, costs (including legal costs), interest, or damages of every nature and kind whatsoever, including, but not limited to, bodily injury or damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by Lessee, their employees, or others to whom the Lessee is legally responsible in using or occupying the said premises. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Lessee in accordance with this agreement and shall survive this agreement.

7. RENT:

During the two-year term of this agreement, commencing January 1, 2023, rental payments to the City of Brockville shall be payable by each user group in two semi-annual installments due January 1st and July 1st of each year.

Year one is calculated at \$4.00/sq foot x 4,702 sqft, for a total of \$18,808 plus applicable taxes, broken down to be \$9,404.00/group with installment payments of \$4,702.00 made on January 1st and July 1st 2023 by each group.

Yearly increases for the duration of this agreement will be as follows:

Year 2 = \$5.50/sqft.

In the event that a new contract is not in place at the end of the two-year term, the terms of this lease shall continue on a semi-annual basis, increased in accordance with the noted Consumer Price Index (CPI) increase. Each year in September the CPI increase is set from the Ontario CPI index - All Items, September to September. The Presidents of each organization will be notified in writing of the rental increase to occur January 1 of the following year.

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).

It is further agreed that the Lessee will have access to, but not sole use of the Musi-Theatre for 14 weeks during the summer season, June 1 to September 1. During this time, the Lessor will have the ability to rent the first floor (rehearsal studio) to third party users. The Lessee will notify the Lessor of their intent to use the first floor (rehearsal studio) during this time period (June 1 to September 1) no later than January 1st of the current year. At this time it is acknowledged that the Lessee has first right of refusal for the use of the space and use of space will not be unreasonably withheld. The Lessor will update the security alarm procedures to reflect the change in use of the space.

In instances where the use of the first floor (rehearsal studio) space is required for potential dressing room overflow for the purposes of dance recitals or competitions the Brockville Arts Centre may utilize this space for no more than 21 days during "dance season", City of Brockville staff will contact the president of both BTG & BOS to confirm the dates required for the use of the space no later than January 1st of the current year.

8. TERM:

This Agreement, and all of its Terms, Conditions and Rents shall be in effect for the period January 1, 2023 through to December 31, 2024.

9. GENERAL

- 9.1. The Lessee hereby agrees to observe and comply with any and all fire regulations and codes, Provincial, Federal or other regulations, statutes and by-laws pertaining in any way to the use of the facility. Under no circumstances shall the Lessee be permitted to store materials and/or obstruct the aisles, stairwells or in any doorway that may contravene the Fire Code.
- 9.2. The Lessee covenants that the Lessee will carry on and conduct business from time to time carried out upon the leased space in such a manner as to comply with all statutes, bylaws, rules, and regulation of any federal, provincial, municipal, public health or other competent authority and will not do anything on in the Building in contravention of any of them. Failure to comply with these regulations may result in termination of this contract.
- 9.3. The Lessee must apply for and show proof of event approval in writing from the AUTHORITY HAVING JURISDICTION for use of PYROTECHNICS. The City of Brockville and the Arts Centre reserve the right to restrict/prohibit any effects they feel are not safe. The Arts Centre must be notified of effects no less than four weeks prior to the load in date.
- 9.4. The lessee is responsible for any extra insurance needed to cover the use of any approved pyrotechnic effects.
- 9.5. The Brockville Arts Centre is a smoke-free facility as of October 31, 1993, City of Brockville By-law 206-93.
- 9.6. The Lessee agrees that they shall each be responsible for any repairs, replacements to the Building and any component of building damage which are caused by regular or excessive use by members of their group or by guests of the specific user group. The Lessee will be billed for the damages and shall be responsible for making said payment to the City of Brockville. At minimum, both parties agree to a walk-through and recorded assessment of the space no less than once per year.

- 9.7. The Lessee waives the right to assign this Agreement in whole or in part, nor sublet all or any parts related to the leased space or building to any other person.
- 9.8. The Lessor will ensure that all other user groups are made aware of the rules and regulations, of this agreement.
- 9.9. As the Musi-Theatre is owned and operated by the City of Brockville, all persons and activities taking place on the premises are subject to City policies and procedures.
- 9.10. If the Arts Centre is at any time 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.
- 9.11. The Lessor reserves the right for itself and for all persons authorized by it, to erect, use and maintain wiring, mains, pipes and conduits and other means of distributing services in and through the leased space, and at all reasonable times to enter upon the leased space for the purpose of installation, maintenance or repair, and such entry will not be an interference with the Lessee's possession under this Lease.
- 9.12. The Lessor reserves the right, when necessary, by reason of accident or in order to make repairs, alterations or improvements relating to the leased space or to other portions of the Building to cause temporary obstruction to the Common Areas and Facilities as reasonably necessary and to interrupt or suspend the supply of electricity, water and other services to the leased space until the repairs, alterations or improvements have been completed. There will be no abatement in rent because of such obstruction, interruption or suspension provided that the repairs, alterations or improvements are made as expeditiously as is reasonably possible.
- 9.13. Any leasehold improvements will be considered through the annual City of Brockville budget process. Requests for improvements should be made to the Manager of Cultural Services and are subject to Council approval.
- 9.14. The Lessee may make leasehold improvements at their own expense upon requesting and receiving permission from the city's Manager of Cultural Services, and Supervisor Arenas and Facilities. The Lessee will be required to use a Contractor in good standing with the city of Brockville and must obtain approval to receive bids from Contractors in good standing from the Manager of Cultural Services.
- 9.15. Subject to this Lease, the Lessee and its employees, customers and invitees will have the nonexclusive right to use for their proper and intended purposes, during regular hours in common with all others entitled to those parts of the

Common Areas and Facilities from time to time permitted by the Lessor. The Common Areas and Facilities and the Building will at all times be subject to the exclusive control and management of the Lessor. The Lessor will operate and maintain the Common Areas and Facilities and the Building in such manner as the Lessor determines from time to time.

10.TERMINATION:

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. 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
Manager of Cultural Services
1 King Street West, P.O. Box 5000
Brockville, Ontario
K6V 7A5

For the Lessee:

Brockville Theatre Guild,
P.O. Box 474,
Brockville, Ontario
K6V 5V6

Brockville Operatic Society
P.O. Box 1372,
Brockville, Ontario
K6V 5Y6

11.ELECTRONIC TRANSMISSIONS

The Lessee and Lessor agree that the reproduction and transmission of signatures to this Lease agreement by way of digital scanning will be treated as though reproduction were originals. The agreement with original signatures shall be provided to each party within a reasonable time.

12. ASSIGNMENT:

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 set their corporate seals as attested to by the hands of the proper signing officers in that behalf, on the day first above written.

**CORPORATION OF THE CITY
OF BROCKVILLE**

Mayor

**BROCKVILLE
THEATRE GUILD**

President

Clerk

Vice President

**BROCKVILLE
OPERATIC SOCIETY**

President

Vice President



Staff Report

Report To: General Committee
Meeting Date: February 21, 2023
Prepared By: Phil Wood, Director of Operations
Report Number: 2023-21
Subject: Rotary Fundraiser - Reynolds Park

Recommendation

THAT Council approve the fundraising campaign from Rotary Club of Brockville and Rotary Club of the 1,000 Islands in support of a future waterfront pavilion at Reynolds Park; and

THAT Council dedicate the resulting donated funds to the future construction of a Reynolds Park pavilion.

Background

The local Brockville and 1,000 Islands Rotary clubs have approached the City to propose a potential partnership to raise funds for the next phase of the Reynold Park rehabilitation project. The local Rotary clubs have identified the project phase that aims to construct a boardwalk and pavilion feature in the park as of specific interest. Following initial discussions members of Rotary clubs of Brockville and 1,000 Islands have issued a formal offer to financially support the next phases of the project.

The objective of this report is to seek Council endorsement of the proposed fundraising campaign towards future phases of the Reynolds Park rehabilitation project.

Analysis

In the late fall of 2022 the Reynolds Park rehabilitation project commenced with the majority of the excavating, landscaping, granular and fill material installation completed. The remainder of the project including installation of concrete curb and sidewalk features, asphalt, solar lights, grass seeding and benches will commence in the spring of 2023.

Design:

Part of the first phase project scope currently underway in parallel to the construction efforts include the detailed structural design of a future boardwalk and open pavilion along the waterfront. IN Engineering has been contracted and is currently producing the engineered design of the structures. The geotechnical evaluation of the soil load bearing

capacity is also currently underway as part of the design. The objective of the engineering efforts is to have a complete design including cost estimates available to present to Council for consideration in the 2024 Capital Budget.

Rotary Initiative:

Staff were approached by the Rotary clubs of Brockville and of the 1,000 Islands to discuss how Rotary could financially support the second phase of the project to build the boardwalk and pavilion. Rotary has proposed an initiative to create and oversee a fundraising campaign dedicated to the project in exchange for the opportunity to install some decorative recognition of the local Rotary clubs. Rotary expressed interest in installing the Rotary Gear within the future Reynolds Park structures. Additionally, the Rotary clubs proposed that the Park be the future home where the "Old Meg" statue could be prominently featured. The Old Meg is significant and appropriate as the local Rotary club's legacy fundraising campaign in Brockville.

Staff have considered the requests from Rotary and do not oppose either request. Both requests can be accommodated with little impact on the project:

- The Rotary Gear can be decoratively integrated into the design of the future structures at Reynolds Park.
- The traffic island located in the centre of the entrance/drop-off area is an ideal location for a prominent focal feature which is currently empty. The Old Meg can ideally be installed in this location without issue.

Proposed Fundraiser:

The Rotary clubs have proposed a buy-a-brick fundraising campaign that would see interested parties able to purchase a brick engraved with their name, company or sentiment that will then be installed in the Park. There are numerous locations where engraved bricks could be installed including the park walkway, the Brock Trail, park sidewalks, bench locations or centre island where the Old Meg is proposed to be installed.

Staff propose dedicating a location where bricks could be installed in lieu of concrete or asphalt.

Financial Implications

Rotary Letter:

Rotary has provided a letter to The Mayor, City Manager and Director of Operations conveying their interest and commitment to undertake the fundraising campaign on behalf of the City. The letter is attached to this report for reference. The letter states that the local Rotary clubs set an objective of \$75,000 to contribute towards the future

pavilion structure. Rotary also identifies their willingness to administer the fundraiser including, sales and procurement of the engraved bricks, campaign marketing and administration. City staff can manage the physical installation of the bricks.

Rotary has provided staff with details regarding the size, color and scope of the bricks they would market for sale. The plan proposes a window of time in which sales would commence and end and when the number of bricks to be installed would be confirmed. Rotary's proposed plan would see the bricks be delivered to the City to be installed in July 2023.

Staff are able to incorporate the proposed fundraiser into the park features as proposed.

Policy Alignment

Council approval is required to move forward with the proposed fundraising campaign and assign donated funds towards the construction of a City asset.

Conclusion

The Rotary Club of Brockville and Rotary Club of the 1,000 Island have proposed a fundraising campaign to generate funds for a future pavilion in Reynolds Park. The objective of proposed fundraiser is to raise \$75,000 through the sale of engraved bricks that will be installed in the park as walkways or decorative features.

Approved by:

Phil Wood, Director of Operations

Status:

Approved - 10 Feb 2023

Lynda Ferguson, Director of Finance & IT
Services

Approved - 10 Feb 2023

Sandra MacDonald, City Manager/City Clerk

Approved - 16 Feb 2023

Attachments:

[City of Brockville re Pathway Brick FR Proposal Jan 2023](#)

[DWG#1 - LAYOUT ARCH-D](#)



January 23, 2023

Mayor Matt Wren and City Councilors
Sandra MacDonald, City Manager
Mr. Phil Wood, Director of Operations
City of Brockville
1 King Street West
Brockville, Ontario
K6V 7A5

Dear Mayor Wren:

**Re: Rotary Brockville Fundraising Proposal –
 Reynolds Park Development Project**

We are writing to provide a letter to Council outlining a fundraising proposal that Rotary Brockville wishes to undertake in support of the Reynolds Park Development.

During the summer of 2022, the City of Brockville and the Rotary Clubs of Brockville agreed to enter into a joint partnership whereby Rotary Brockville would provide a capital investment to a total of \$75,000 toward the pavilion that is to be part of the new community park.

We believe that the Rotary Club of Brockville and the Rotary Club of the 1000 Islands, collectively known as Rotary Brockville, can bring unique value and capabilities to this new waterfront venture and we value our strong legacy of partnering with the City of Brockville on important community-building projects that are meaningful and sustainable.

We were particularly pleased to see the beginning of the project get underway in late 2022 with work progressing on the necessary infrastructure.

With the project now coming out of the ground so to speak, Rotary Brockville believes that this activity sets the stage for an active, time-limited community fundraising event to help raise the necessary monies to support the Reynolds Park Redevelopment.

In particular, Rotary Brockville is proposing to undertake fundraising with engraved bricks integrated into the Park's pathways in and around the Rotary Pavilion, as well as, the area within the west side turnaround. We believe that a fundraising program using engraved bricks is a win-win scenario, as the engraved stones make an indelible and lasting connection between our donors, the City, and Rotary Brockville, and they add aesthetic appeal to the designated areas within the Park. Engraved brick fundraisers are known to have a proven track record and have the potential to raise substantial revenue for this great cause.

In terms of an outline of the proposed fundraising campaign, we envision the following steps determined in conjunction with guidance from the appropriate City officials and staff members:

Timing – planning to begin immediately upon notice of acceptance of this proposal from the City of Brockville. We understand that the next steps in the Park Redevelopment are



expected to get underway in late Spring 2023, therefore, we anticipate confirming campaign plan details in February 2023 with a formal campaign launch in March 2023.

Engraved Bricks – we anticipate that there will be various sized bricks made available for sale. We understand that brick fundraisers have been more successful by offering multiple products with different sized bricks. We anticipate that that approach can be applied to this project, as well. Tiered pricing makes sense as individuals, families, and businesses can be enticed to make a higher donation with more lines of text or room for logos for greater lasting visible recognition of the donor's gift. We should realize additional revenue with this approach.

Campaign Administration – Rotary Brockville is prepared to undertake the full campaign coordination effort. We expect that decisions will be made in timely consultation with City staff members going forward to ensure a successful campaign. For example, the partners will determine which party is best positioned to be responsible for issuing tax receipts to donors. Donor recognition activity will also be a critical component of a successful campaign and the parties will coordinate the best process to let donors know that they are appreciated and informed about the project.

Campaign Marketing – Media releases will be issued in anticipation of a March 2023 launch detailing the compelling nature of this project, the campaign fundraising goal, and how the community can get engaged. Rotary Brockville will undertake the necessary work to properly market the campaign.

In closing, Rotary Brockville members believe the Reynolds Park Development will provide all citizens with an attractive waterfront destination that will provide an exceptional vista along the majestic St. Lawrence River, create additional public green space for people to enjoy, and extend connectivity to the Brock Trail and other local attractions that define our picturesque community.

If our fundraising proposal is accepted, Rotary Brockville looks forward to partnering with the City to help make the Reynolds Park Redevelopment project come to a successful fruition.

We look forward to the opportunity to work with the City to further advance this unique and timely project. Please feel free to contact Rotary Brockville at your earliest convenience should you have any questions regarding this fundraising proposal.

We can be reached at the following coordinates:

Tom Harrington	Email: t-time@sympatico.ca	Phone: 613-802-0600
Jacquie Pepper-Journal	Email: jacquiepepper@gmail.com	Phone : 613-213-5448



Thank you in advance for the consideration you will give this proposal.

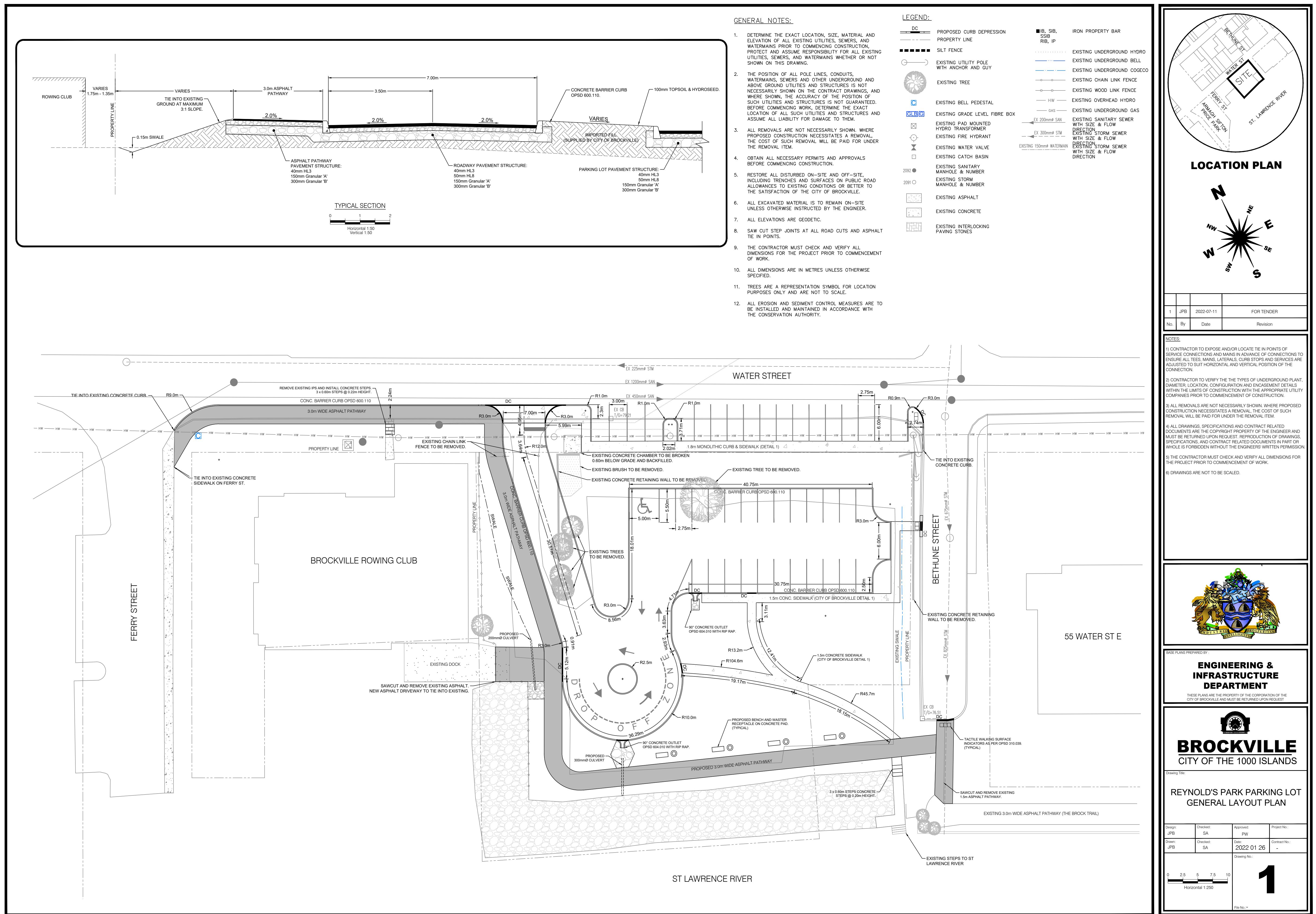
Yours sincerely,

A handwritten signature in blue ink that appears to read "Tom Harrington".

Tom Harrington
Immediate Past - President
Rotary Club of Brockville

A handwritten signature in blue ink that appears to read "Jacquie Pepper-Journal".

Jacquie Pepper-Journal
Immediate Past - President
Rotary Club of the 1000 Islands





January 23, 2023

Mayor Matt Wren and City Councilors
Sandra MacDonald, City Manager
Mr. Phil Wood, Director of Operations
City of Brockville
1 King Street West
Brockville, Ontario
K6V 7A5

Dear Mayor Wren:

**Re: Rotary Brockville Fundraising Proposal –
Reynolds Park Development Project**

We are writing to provide a letter to Council outlining a fundraising proposal that Rotary Brockville wishes to undertake in support of the Reynolds Park Development.

During the summer of 2022, the City of Brockville and the Rotary Clubs of Brockville agreed to enter into a joint partnership whereby Rotary Brockville would provide a capital investment to a total of \$75,000 toward the pavilion that is to be part of the new community park.

We believe that the Rotary Club of Brockville and the Rotary Club of the 1000 Islands, collectively known as Rotary Brockville, can bring unique value and capabilities to this new waterfront venture and we value our strong legacy of partnering with the City of Brockville on important community-building projects that are meaningful and sustainable.

We were particularly pleased to see the beginning of the project get underway in late 2022 with work progressing on the necessary infrastructure.

With the project now coming out of the ground so to speak, Rotary Brockville believes that this activity sets the stage for an active, time-limited community fundraising event to help raise the necessary monies to support the Reynolds Park Redevelopment.

In particular, Rotary Brockville is proposing to undertake fundraising with engraved bricks integrated into the Park's pathways in and around the Rotary Pavilion, as well as, the area within the west side turnaround. We believe that a fundraising program using engraved bricks is a win-win scenario, as the engraved stones make an indelible and lasting connection between our donors, the City, and Rotary Brockville, and they add aesthetic appeal to the designated areas within the Park. Engraved brick fundraisers are known to have a proven track record and have the potential to raise substantial revenue for this great cause.

In terms of an outline of the proposed fundraising campaign, we envision the following steps determined in conjunction with guidance from the appropriate City officials and staff members:

Timing – planning to begin immediately upon notice of acceptance of this proposal from the City of Brockville. We understand that the next steps in the Park Redevelopment are



expected to get underway in late Spring 2023, therefore, we anticipate confirming campaign plan details in February 2023 with a formal campaign launch in March 2023.

Engraved Bricks – we anticipate that there will be various sized bricks made available for sale. We understand that brick fundraisers have been more successful by offering multiple products with different sized bricks. We anticipate that that approach can be applied to this project, as well. Tiered pricing makes sense as individuals, families, and businesses can be enticed to make a higher donation with more lines of text or room for logos for greater lasting visible recognition of the donor's gift. We should realize additional revenue with this approach.

Campaign Administration – Rotary Brockville is prepared to undertake the full campaign coordination effort. We expect that decisions will be made in timely consultation with City staff members going forward to ensure a successful campaign. For example, the partners will determine which party is best positioned to be responsible for issuing tax receipts to donors. Donor recognition activity will also be a critical component of a successful campaign and the parties will coordinate the best process to let donors know that they are appreciated and informed about the project.

Campaign Marketing – Media releases will be issued in anticipation of a March 2023 launch detailing the compelling nature of this project, the campaign fundraising goal, and how the community can get engaged. Rotary Brockville will undertake the necessary work to properly market the campaign.

In closing, Rotary Brockville members believe the Reynolds Park Development will provide all citizens with an attractive waterfront destination that will provide an exceptional vista along the majestic St. Lawrence River, create additional public green space for people to enjoy, and extend connectivity to the Brock Trail and other local attractions that define our picturesque community.

If our fundraising proposal is accepted, Rotary Brockville looks forward to partnering with the City to help make the Reynolds Park Redevelopment project come to a successful fruition.

We look forward to the opportunity to work with the City to further advance this unique and timely project. Please feel free to contact Rotary Brockville at your earliest convenience should you have any questions regarding this fundraising proposal.

We can be reached at the following coordinates:

Tom Harrington	Email: t-time@sympatico.ca	Phone: 613-802-0600
Jacquie Pepper-Journal	Email: jacquiepepper@gmail.com	Phone : 613-213-5448



Thank you in advance for the consideration you will give this proposal.

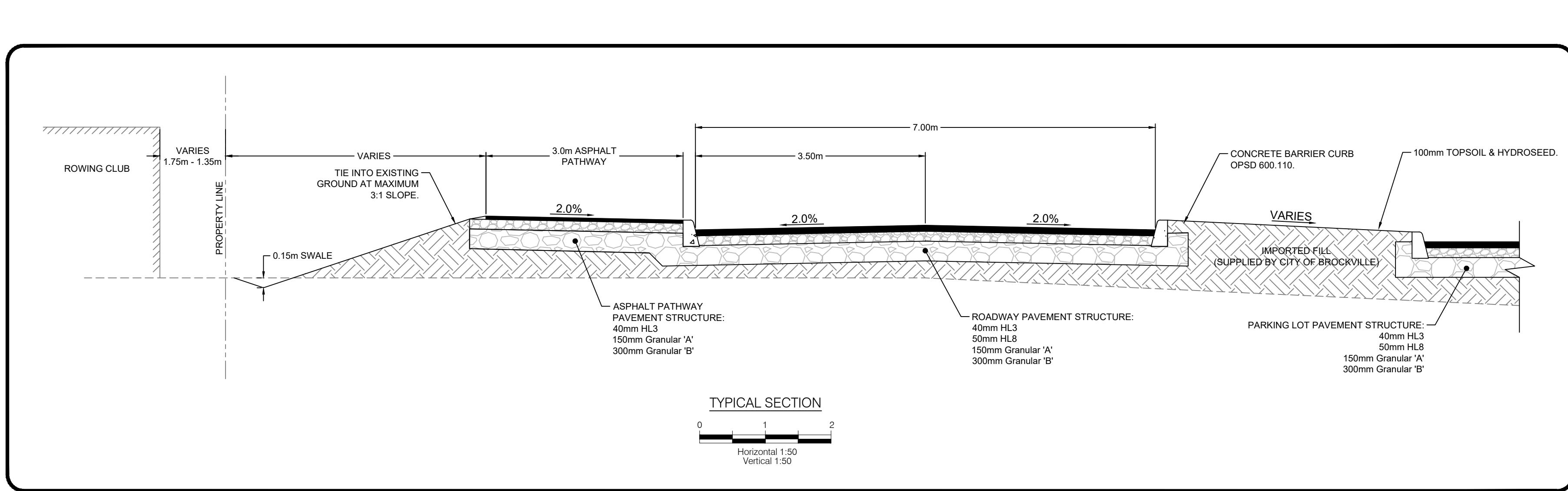
Yours sincerely,



Tom Harrington
Immediate Past - President
Rotary Club of Brockville

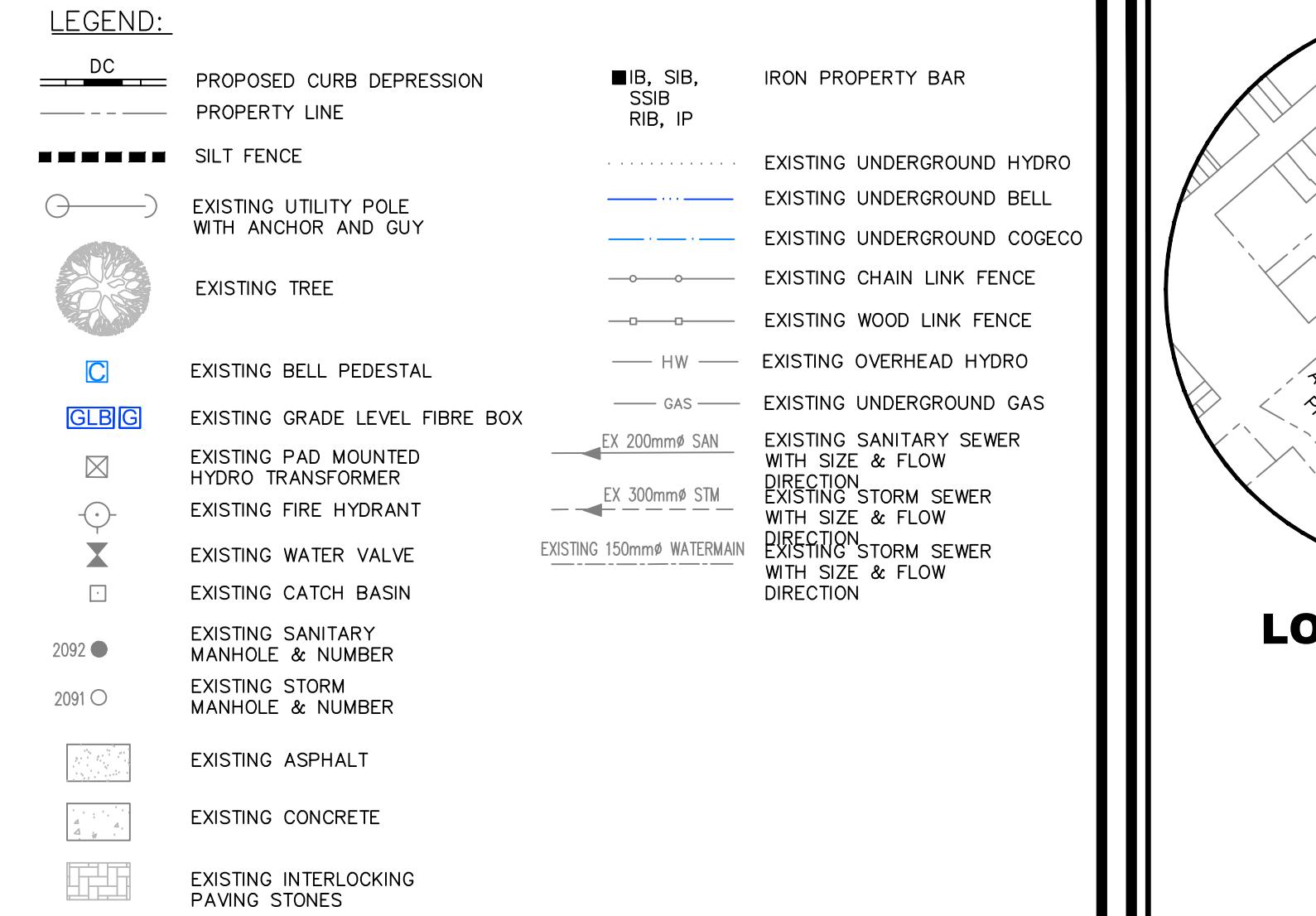


Jacque Pepper-Journal
Immediate Past - President
Rotary Club of the 1000 Islands

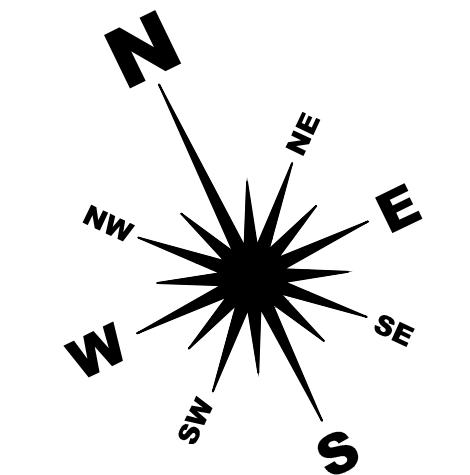


GENERAL NOTES:

- DETERMINE THE EXACT LOCATION, SIZE, MATERIAL AND ELEVATION OF ALL EXISTING UTILITIES, SEWERS, AND WATERMAINS PRIOR TO COMMENCING CONSTRUCTION, PROTECT AND ASSIGN RESPONSIBILITY FOR ALL EXISTING UTILITIES, SEWERS, AND WATERMAINS WHETHER OR NOT SHOWN ON THIS DRAWING.
- THE POSITION OF ALL POLE LINES, CONDUITS, WATERMAINS, SEWERS AND OTHER UNDERGROUND AND ABOVE GROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS, AND WHERE THEY ARE SHOWN, THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE COMMENCING WORK, DETERMINE THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES AND ASSUME ALL LIABILITY FOR DAMAGE TO THEM.
- ALL REMOVALS ARE NOT NECESSARILY SHOWN, WHERE PROPOSED CONSTRUCTION NECESSITATES A REMOVAL, THE COST OF SUCH REMOVAL WILL BE PAID FOR UNDER THE REMOVAL ITEM.
- OBTAIN ALL NECESSARY PERMITS AND APPROVALS BEFORE COMMENCING CONSTRUCTION.
- RESTORE ALL DISTURBED ON-SITE AND OFF-SITE, INCLUDING TRENCHES AND SURFACES ON PUBLIC ROAD ALLOWANCES TO EXISTING CONDITIONS OR BETTER TO THE SATISFACTION OF THE CITY OF BROCKVILLE.
- ALL EXCAVATED MATERIAL IS TO REMAIN ON-SITE UNLESS OTHERWISE INSTRUCTED BY THE ENGINEER.
- ALL ELEVATIONS ARE GEODETIC.
- SAW CUT STEP JOINTS AT ALL ROAD CUTS AND ASPHALT TIE IN POINTS.
- THE CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS FOR THE PROJECT PRIOR TO COMMENCEMENT OF WORK.
- ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE SPECIFIED.
- TREES ARE A REPRESENTATION SYMBOL FOR LOCATION PURPOSES ONLY AND ARE NOT TO SCALE.
- ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CONSERVATION AUTHORITY.



LOCATION PLAN



1	JPB	2022-07-11

No By Date Revision

NOTES:

1) CONTRACTOR TO EXPOSE AND/OR LOCATE TIE IN POINTS OF SERVICE CONNECTIONS AND MAINS IN ADVANCE OF CONNECTIONS TO ENSURE ALL TEES, MAINS, LATERALS, CURB STOPS AND SERVICES ARE ADJUSTED TO SUIT HORIZONTAL AND VERTICAL POSITION OF THE CONNECTION.

2) CONTRACTOR TO VERIFY THE TYPES OF UNDERGROUND PLANT, DIAMETER, LOCATION, CONFIGURATION AND ENCASEMENT DETAILS WITHIN THE LIMITS OF CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.

3) ALL REMOVALS ARE NOT NECESSARILY SHOWN, WHERE PROPOSED CONSTRUCTION NECESSITATES A REMOVAL, THE COST OF SUCH REMOVAL WILL BE PAID FOR UNDER THE REMOVAL ITEM.

4) ALL DRAWINGS, SPECIFICATIONS AND CONTRACT RELATED DOCUMENTS ARE THE COPYRIGHT PROPERTY OF THE ENGINEER AND MUST BE RETURNED UPON REQUEST, REPRODUCTION OF DRAWINGS, SPECIFICATIONS, AND CONTRACT RELATED DOCUMENTS IN PART OR WHOLE IS FORBIDDEN WITHOUT THE ENGINEER'S WRITTEN PERMISSION.

5) THE CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS FOR THE PROJECT PRIOR TO COMMENCEMENT OF WORK.

6) DRAWINGS ARE NOT TO BE SCALED.



BASE PLANS PREPARED BY:
ENGINEERING & INFRASTRUCTURE DEPARTMENT
THESE PLANS ARE THE PROPERTY OF THE CORPORATION OF THE CITY OF BROCKVILLE AND MUST BE RETURNED UPON REQUEST

BROCKVILLE
CITY OF THE 1000 ISLANDS

Drawing Title:

REYNOLD'S PARK PARKING LOT
GENERAL LAYOUT PLAN

Design: JPB	Checked: SA	Approved: PW	Project No.:
Drawn: JPB	Checked: SA	Date: 2022 01 26	Contract No.:

Drawing No.:

0 2.5 5 7.5 10
Horizontal 1:250
File No. - 1



Staff Report

Report To: General Committee
Meeting Date: February 21, 2023
Prepared By: Lynda Ferguson, Director of Finance & IT Services
Report Number: 2023-23
Subject: Ontario Regulations 284/09 Budget Matters-Expenses

Recommendation

THAT Council adopt this report of expenses excluded from the 2023 Budget as a requirement of Ontario Regulation 284/09 passed under the Municipal Act, 2001.

Background

All municipalities in the Province are required to follow the PSAB accounting standards. With the introduction of PSAB 3150 and 1250, the accounting for municipal transactions now includes accounting on a full accrual basis as well as reporting tangible capital assets. Although a requirement for financial reporting purposes, similar disclosure is not required for budgetary purposes.

Under Ontario Regulation 284/09 a municipality may exclude from the annual budget amounts for amortization, post-employment benefits and solid waste landfill closure and post-closure expenses. Ontario Regulation 284/09 also requires the municipality to report on the excluded expenses and adopt the report by resolution. The municipality must also show the estimated change in accumulated surplus from the exclusion as well as an analysis of the estimated impact of the exclusion on future tangible capital asset funding requirements.

Analysis

The City of Brockville's 2023 proposed budget would exclude the following estimates:

Amortization expenses at	\$4,705,146
Future post-employment benefit expenses at	447,199
Landfill closure and post-closure costs at	<u>\$ 35,000</u>
The City's Accumulated Surplus would be impacted by	\$5,187,345

Amortization is a non-cash accounting entry to spread the cost of a tangible capital asset over the useful life of that asset. In theory, if Council were to include amortization into the budget, the funds could be put into a reserve for the eventual replacement of the asset. The amount accumulated, though, would be based upon historical cost and not replacement cost due to the nature of amortization. Currently asset replacement is

planned and funded based upon asset life cycle, conditions of the assets and available funding.

Financial Implications

If the amounts for amortization, employee future post-employment benefits and landfill post closure costs were included in the 2023 budget the operating budgets would be affected as follows:

General Operating	\$3,433,184
Water Operating	414,930
Wastewater Operating	<u>\$1,339,231</u>
Total	\$5,187,345

Policy Alignment

There are no policy implications with this report

Conclusion

Regulation 284/09 requires that Council be made aware of certain future liabilities that if budgeted for would have a sizable impact on the City's Accumulated Surplus. Council must adopt this report as acknowledgement of those future liabilities and the fact that they are excluded from the budget process.

Approved by:	Status:
Lynda Ferguson, Director of Finance & IT Services	Approved - 15 Feb 2023
Sandra MacDonald, City Manager/City Clerk	Approved - 16 Feb 2023