



City of Brockville

General Committee

Agenda

4:30 PM - Tuesday, October 17, 2023

City Hall, Council Chambers

Page

Land Acknowledgement Statement

Chair's Remarks

Disclosure of Interest

Delegations and Presentations

- 9 - 13 1. Para Transit Service
S. Marshall will address the committee regarding para-transit service.
[S Marshall Para Transit](#)
- 14 - 25 2. Brockville Sports Dome
M. Adamcryck will address the committee in support of the sports dome project.
[Brockville Sports Dome Presentation October 2023](#)

Correspondence and Communications

Nil.

Reports from Boards and Committees

Nil.

Staff Reports

- 26 - 41 1. 2023-196
Brockville Sports Dome
THAT Council direct staff to negotiate a Partnership Agreement with Brockville Sports Dome; and

THAT the Partnership Agreement be brought back to Council for final approval.

[2023-196](#)

- 42 - 44 2. 2023-181
Property Lease
Museum Offsite Storage

THAT Council approve the additional expenditure of \$4,400 to the museum's 2023 operating budget to be funded by a donation from the Friends of the Brockville Museum to offset the increase in leasing costs for 2023; and

THAT the Mayor and Clerk be authorized to execute the required lease agreement for obtaining a new offsite warehouse lease on Strowger Blvd. for the museum collection.

[2023-181](#)

- 45 - 46 3. 2023-194
Reallocation of funding to Station 1 assessment

THAT Council authorize the reallocation of the funding designation of \$19,000 for a female washroom at Fire Station No. 1 for a building assessment at the same location

[2023-194](#)

- 47 - 49 4. 2023-193
Water Systems Division - Pickup Truck Purchase

THAT Council approve the purchase of a 3500HD 4WD Double Cab Chevy Silverado from Gan Chev Olds in the amount of \$72,212.99 (including net HST); and

That Council approve the additional expenditure of \$37,112.99 to be funded from the Wastewater Rate Working Capital Operations Reserve.

[2023-193](#)

General Committee Agenda
October 17, 2023

50 - 56

5. 2023-189
Paratransit - Vehicle Procurement

THAT Council approve the following customized accessible vehicles for Brockville Paratransit:

- One (1) Custom Toyota Sienna Hybrid with side deploying access ramp
- One (1) Custom Ram 2500 Promaster with side deploying access lift; and

THAT Council approve the purchase of the two (2) proposed vehicles from Universal Motion at a total cost of \$186,785 funded by debenture in accordance with the approved in-house paratransit service plan.

[2023-189](#)

57 - 127

6. 2023-177
Brockville Tourism Corporation

THAT Council adopt Policy POL.F.23.182, Asset Transfer Policy - Brockville Tourism Corporation Attachment 1); and

THAT Council approve the proposed articles of incorporation, NUANs searches, organization resolutions, by-law minute book register and final Memorandum of Understanding for the incorporation of Brockville Tourism Corporation (Attachment 2); and

THAT the Mayor and City Clerk be authorized to execute a Memorandum of Understand Agreement (included in Attachment 2), between the Corporation of the City of Brockville and Brockville Tourism Corporation; and

THAT the Mayor and City Clerk be authorized to execute operational agreements of mutual interest, as required, between the Corporation of the City of Brockville and Brockville Tourism Corporation.

[2023-177](#)

General Committee Agenda
October 17, 2023

128 - 130

7. 2023-195

Utility locating instrument replacement

THAT Council approve the purchase of a replacement utility locating instrument and related components for a cost not to exceed \$9,689.61; and

THAT Council approve funding of the purchase using the surplus from the 2023 engineering plotter replacement capital project.

[2023-195](#)

131 - 173

8. 2023-179

2023/2024 Winter Maintenance Policy Update

THAT the Winter Maintenance Policy appendix and schedules for roadway and sidewalk routes and priorities be amended as attached; and

THAT the Winter Maintenance Policy be amended, as indicated in the attached appendix and schedules, to include prescribed maintenance for the addition of Adley Dr. extension, Dowsley Cres., Douglas Marshall Cres., Tekamp Terrace, Shearer St. extension and Reynolds Park parking lot; and,

THAT the Winter Maintenance Policy be amended to remove reference to public messaging through twitter social media platform; and,

THAT Council enact any necessary by-laws.

[2023-179](#)

174 - 177

9. 2023-180

Brock Trail Project - Brock St. to Perth St. Reconstruction - Project Reconciliation

THAT Council approve funding the Brock St. to Perth St. reconstruction project cost overrun with donations fundraised by the Brock Trail Committee; and

THAT Council approve the reassignment of the Brock St. to Perth St. funding source, supplementing CCBF funding with tax levy funding in the amount of \$32,000 as outlined in the

report, to maximize the utilization of ATF grant funding for this project.

[2023-180](#)

- 178 - 184 10. 2023-187
Brock Trail Project
Phase II Front Ave. to Central Ave. - Project Reconciliation

THAT Council approve funding the Front Ave. to Central Ave. Phase II project shortfall with donations fundraised by the Brock Trail Committee; and

THAT Council approve the total donations allocated to the project meet the minimum contribution requirement to maximize the ATF grant funding.

[2023-187](#)

- 185 - 189 11. 2023-184
William Street Overpass Rehabilitation

THAT staff prepare a capital business case for the rehabilitation of the William Street overpass for Council consideration during the 2024 capital budget.

[2023-184](#)

- 190 - 225 12. 2023-175
Brockville Cemetery - By-law Amendments

THAT Council receive Report 2023-175, with proposed amendments to the Cemetery By-law for the maintenance, management, regulation, and control of the Brockville Cemetery; and

THAT Council amend Cemetery By-Law 042-2021.
[2023-175](#)

General Committee Agenda
October 17, 2023

- 226 - 259 13. 2023-185
Procurement Policy Update
- THAT Report 2023-185 Procurement Policy Update be received; and
- THAT Policy POL.F.20.139 Procurement Policy be updated accordingly.
[2023-185](#)
- 260 - 266 14. 2023-188
Budgetary Control Policy Update
- THAT Report 2023-167 Budgetary Control Policy Update be received; and
- THAT Policy POL.F.20.181 Budgetary Control Policy be updated accordingly.
[2023-188](#)
- 267 - 270 15. 2023-183
Encroachment Agreement - 9 Ormond Street
- THAT Council authorize the Mayor and Clerk to execute an encroachment agreement with Christine Davis, for the encroachment of stone retaining wall to a maximum of 2.4 metres (7.18 ft.) onto the Ormond Street road allowance for the property located at 9 Ormond Street, Brockville.
[2023-183](#)

New Business from Committee Members
Nil.

Information Items

All matters listed as Information Items are considered to be routine and will be enacted by one motion. Should a Committee member wish an alternative action from the proposed recommendation, they shall request that this matter be moved to "separate" the item.

THAT the following Information Items be passed by Consent Agenda:

1. 2023-186
Brockville Arts Centre - Programming Update
[2023-186](#)
2. 2023-178
Airport fuel system installation
Project 230049 - Completed Procurement
[2023-178](#)
3. 2023-190
Update of Diversity, Equity and Inclusion Program
[2023-190](#)

Committee Consent Agenda

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

Media Question Period

Adjournment

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

Minutes from City Boards and Committees

- 271 - 274 Heritage Brockville
[Municipal Heritage Committee - 20 Sep 2023 - Minutes](#)
- 275 - 276 Library Board
[2023.08.28 Library Board minutes](#)
- 277 - 278 Museum Board
[2023 09 12 Museum Advisory Committee Minutes](#)

INTRO TO BROCKVILLE CITY COUNCIL

IF IT AIN'T BROKE WHY FIX IT?

**MY WIFE AND I USE THE PARA BUS SERVICE,
AND, BECAUSE COUNCIL HAS, BY ONE VOTE, DECIDED TO GO IN-
HOUSE AND USE VANS TO SAVE MONEY, INSTEAD OF THE VOYAGO
BUSES ,,**

**I AM CONCERNED FOR MY SAFETY AND ALL THE SENIORS AND
DISABLED WHO WILL USE THESE VANS.**

**DID COUNCIL VOTE TO GO IN-HOUSE AND CHOOSE TO USE
VANS INSTEAD OF BUSS TO SAVE A FEW THOUSAND DOLLARS?**

**WILL COUNCIL NEXT PROPOSE TO SWITCH ALL THEIR BUSSES TO
VANS TO SAVE A LARGER SUM? WHY ONLY THE SENIORS AND
DISABLED?**

**I AM LOOKING FOR COUNCIL TO REVERSE, WHAT MANY SEE,
AS A POOR DECISION FOR THE CITY OF BROCKVILLE, AND THE
DISABLED AND SENIORS WHO ENJOY THE PRESENT SYSTEM.**

**I SEE TWO ISSUES INVOLVED IN THIS ISSUE.....
.MONEY AND SAFETY.**

**I SUGGEST THAT, THE REPORT SUBMITTED TO COUNCIL IS ALL
ABOUT MONEY, AND, AS I READ IT , SAFETY IS NEVER ADDRESSED
OR CONSIDERED.**

**SHOULD COUNCIL'S FIRST PRIORITY. BE A MINIMAL MONETARY
SAVINGS OR THE SAFETY OF THE DISABLED AND ELDERLY WHO
WILL USE THIS IN-HOUSE SERVICE?**

I SUBMIT THAT SAFETY SHOULD BE THE PRIORITY.

MONEY**-HOUSE PARA TRANSIT SERVICE PLAN****July & 08/15/2023, PP 4 and 18 OF 21**

DRIVERS FULL TIME		275,011
FULL TIME DISPATCHER/ADMIN		89,627
FUEL 2 BUSES	16,000 – July	28,000
MAINTENANCE 2 BUSES	4,000 – July	18,225
ADDITIONAL PRINTING/OFFICE COSTS		4,000
ADDITIONAL CLEANING SUPPLIES		1,200
ADDITIONAL LICENSING AND INSURANCE		9,000
	4,000- July	
DEBT SERVICING 2 BUSES OVER 7 YEARS		51,213
	30,398- July	
ANNUAL OPERATING COST	429,236 July	476,276
	July -August increase -47,040	
COSTS NOT SHOWN ABOVE		
COST OF A CLEANER 4hr.@18.49X6X52=		22,568
LIABILITY INSURANCE -HIGHER ON VANS?		
	TOTAL	33,568
New Total 476,276 + 322,568 =		498,844

Voyago price -508,068 .

9224, LESS Voyago, 100,608 over July

Where is 80,000 in savings?

**SAFETY CONCERNS
BROCKVILLE IN-HOUSE SERVICE**

PG 2

- 1). VANS MAY NOT ALLOW PEOPLE TO STAND FULLY UPRIGHT INSIDE AND WHEN ENTERING
- 2). PHOTO OF VAN : REPORT - PG 11 of 21/5 of 15.**
- 3). ONLY ONE SIDE OF THE RAMP SEEMS TO HAVE A RIDGE TO CONTAIN THE W/C**
- 4). W/C WILL BE TOP HEAVY, POTENTIAL FOR FALL**
- 5). WHEN W/C ON THE VAN SEATED PASSENGERS APPEAR BLOCKED BY THE W/C**
- 6). IF THE VEHICLE IS IN AN ACCIDENT ...
UNLESS THE W/C IS OUT OF THE VAN THOSE SEATS WILL BE BLOCKED UNTIL THE W/C IS REMOVED.**
- 7). HOW DO SEATED PASSENGERS ENTER THE VAN?**
- 8). LIFTS WILL HAVE THE SAME ACCIDENT EXPOSURE AS RAMPS....WITH THIS CONFIGURATION OF SEATS AND W/C**
- 9) AS PER PHOTO VAN CAN CARRY 4 PASSENGERS BUT ONLY 1 W/C IF THE FRONT RIGHT OF THE VAN IS HIT THEN ONLY THE DRIVER MAY ESCAPE FROM THE VAN, NO PASSENGERS AS ALL EXITS MAY BE COMPROMISED IN A PASSENGER SIDE OR RIGHT FRONT SIDE HIT.**
- 10) VANS WERE DESIGNED TO CARRY CARGO NOT PEOPLE AND ARE THEREFORE NOT DESIGNED WITH THE SAME INTEGRITY AS BUSSES WHICH ARE .**

11) VANS ARE LESS STABLE THAN BUSSES. THE 15 PASSENGER FORD E350 FOR EXAMPLE HAVE BEEN KNOWN FOR THEIR INHERENT DANGER AND MANY SCHOOL SYSTEMS NO LONGER USE THEM.

Lebowitz and Mzhen web site

BUSSES USED NOW

PG 3

1. W/C LIFT IS AT THE REAR AND LESS LIKELY TO BE INVOLVED IN AN ACCIDENT.
2. THERE ARE TWO DOORS AT THE FRONT FOR SEATED PASSENGERS AND THE DRIVER, A REAR EMERGENCY EXIT, AND A SIDE LEFT DOOR FOR W/C.
- 3) NO PROBLEM TO CARRY SEVERAL SEATED PASSENGERS AND TWO W/C
5. DRIVERS CAN ADD RIDERS IF CALLED AND THEY HAVE THE CAPACITY
6. W/C ARE LOCKED DOWN IN PLACE AND OCCUPANTS ARE SAFE AND COMFORTABLE
7. IN AN ACCIDENT ALL PASSENGERS COULD BE REMOVED VIA ONE OF THE DOORS AND LIFT IS UNLIKELY TO BE COMPROMISED
8. OCCUPANTS CAN EASILY STAND INSIDE THE VEHICLE.
9. THERE IS SPACE BETWEEN TWO LOCKED DOWN W/C AND THE REAR DOOR FOR PASSENGER EGRESS IN AN ACCIDENT SITUATION IF THE FRONT DOOR IS BLOCKED.
10. BUSSES ARE HIGHLY VISIBLE, HAVE HIGHER CRASH STANDARDS, HAVE ROLLOVER PROTECTION NOT ON VANS, AND HAVE FLASHING LIGHTS AND BACK-UP NOISE.

SINCE BUSSES ARE BIGGER AND MORE SOLIDLY BUILT THAN VANS PASSENGER INJURIES ARE LESS LIKELY TO OCCUR.

MINOR ACCIDENTS WILL HAVE LITTLE CONSEQUENCES FOR BUS PASSENGERS WHILE MAJOR CRASHES WILL BE LESS DESTRUCTIVE ON A BUS ,AND INJURIES WILL BE FEWER AND LESS SEVERE.



Brockville Sports Dome Group

City of Brockville, Planning and Development Committee

October 17, 2023



Group Request

To work with staff at the City of Brockville to draft a long-term lease for land located at Laurier Park for the purpose of building and operating a Multi-Sports Dome

Brockville Sports Dome Group

Working Group has experience in:

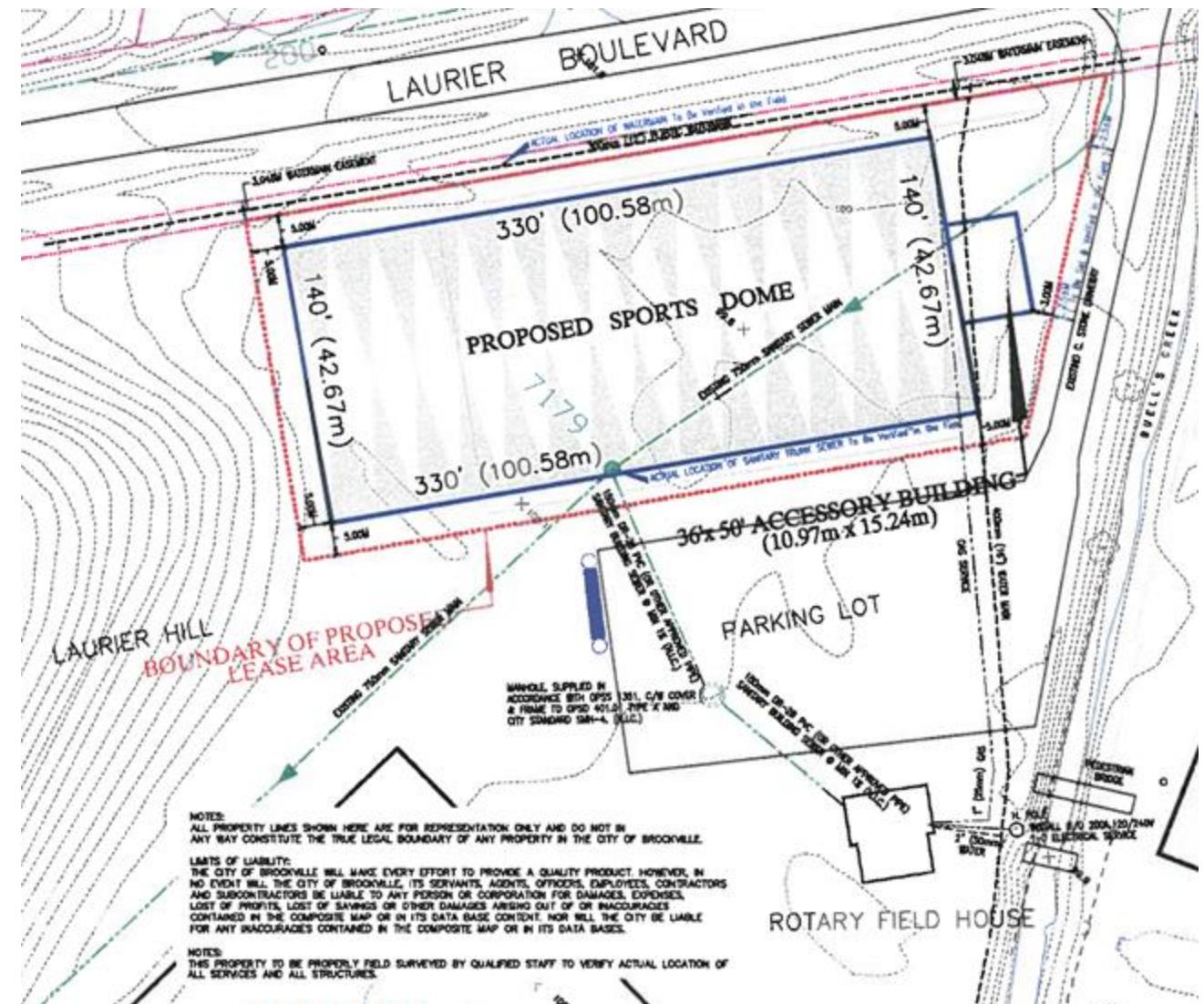
- Financing
- Local and International Sports Clubs
- Real Estate
- Large Infrastructure
- Community Wellness
- Corporate Governance
- Local Business Owners

A photograph showing a person's lower body in motion, kicking a soccer ball on a grassy field. The person is wearing dark shorts with white stripes on the sides and dark socks with stripes. The ball is in the foreground, and the background shows a blurred stadium or arena.

Why Now?

- Increase in industrial and commercial employment requires additional recreational services
- Demand exists
- Canadians require an increased number of financially accessible activities
- Community support
- Leadership Group exists

Original Project Scope

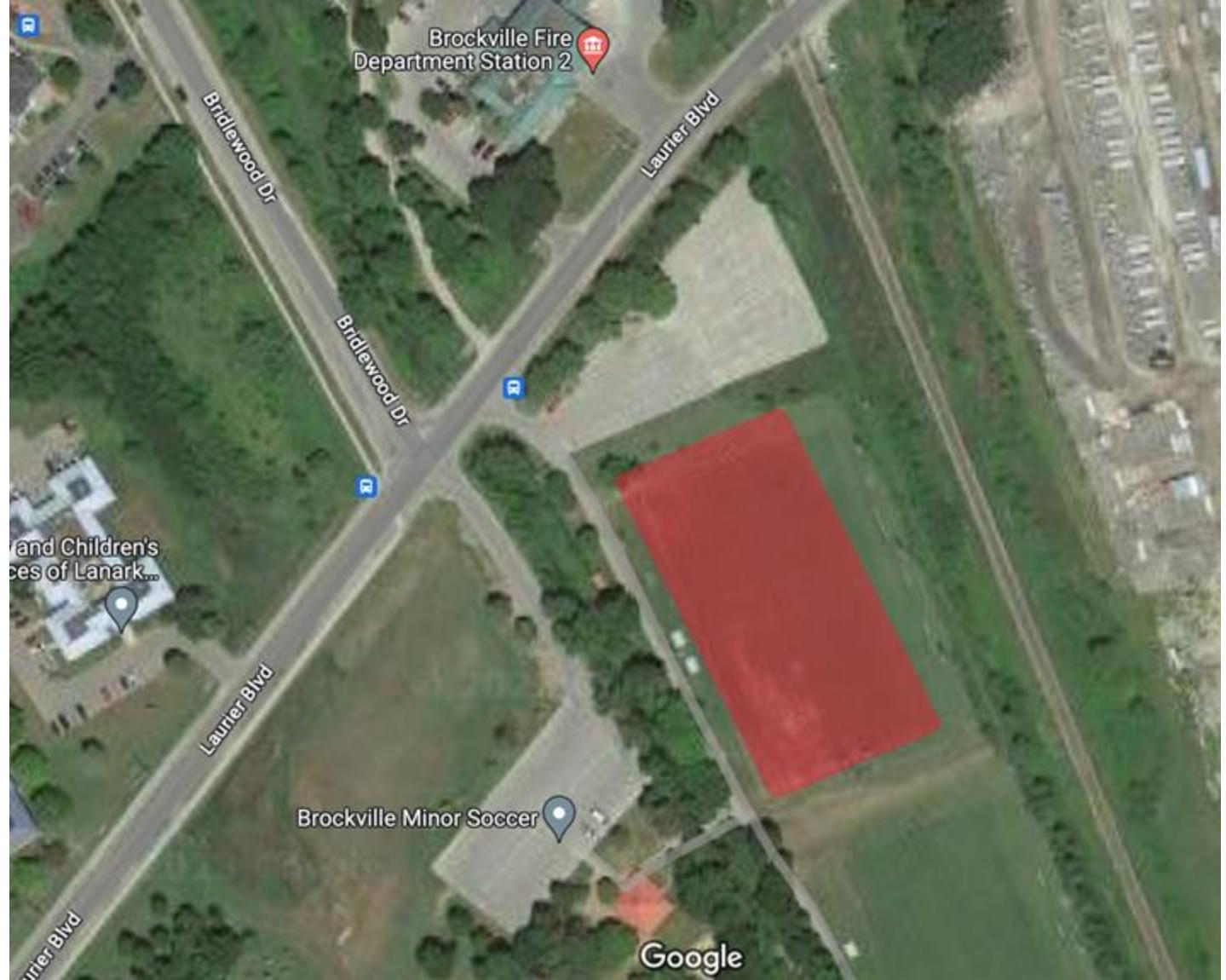


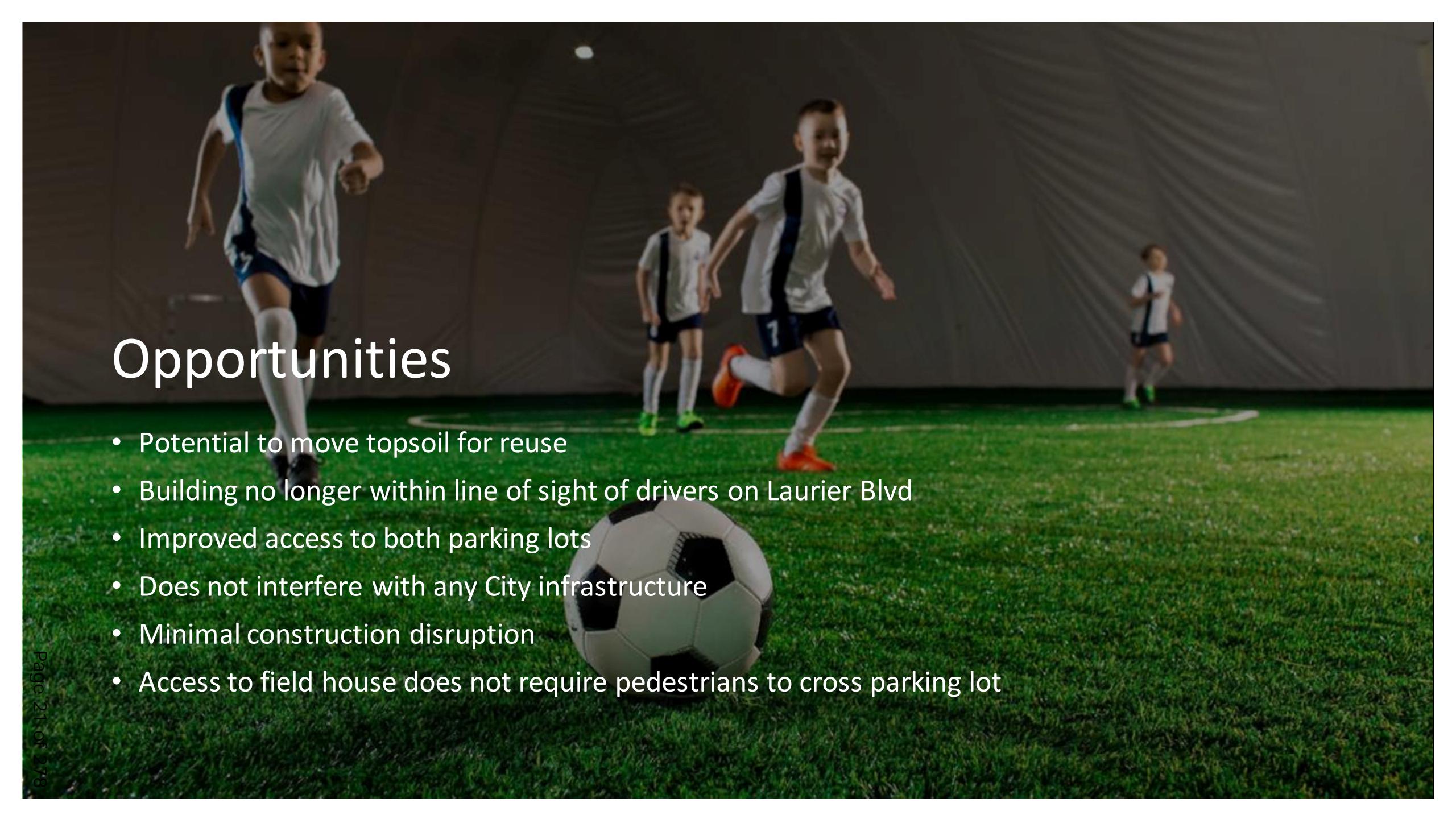


Key Site Issues

- Winter activities on site
 - Skating
 - Tobogganaging
 - Pedestrian travel
- City Infrastructure underground and would require access for repair
- Access may be disrupted during construction

Proposed Project Scope





Opportunities

- Potential to move topsoil for reuse
- Building no longer within line of sight of drivers on Laurier Blvd
- Improved access to both parking lots
- Does not interfere with any City infrastructure
- Minimal construction disruption
- Access to field house does not require pedestrians to cross parking lot

Financial Feasibility

- >50% of capital funding has been committed
- Balance of capital to be raised once land secured
- Major tenant has expressed interest in signing a long-term lease
- Operations are cash-flow positive at low occupancy



Allocation of Risk

Brockville Sports Dome Group

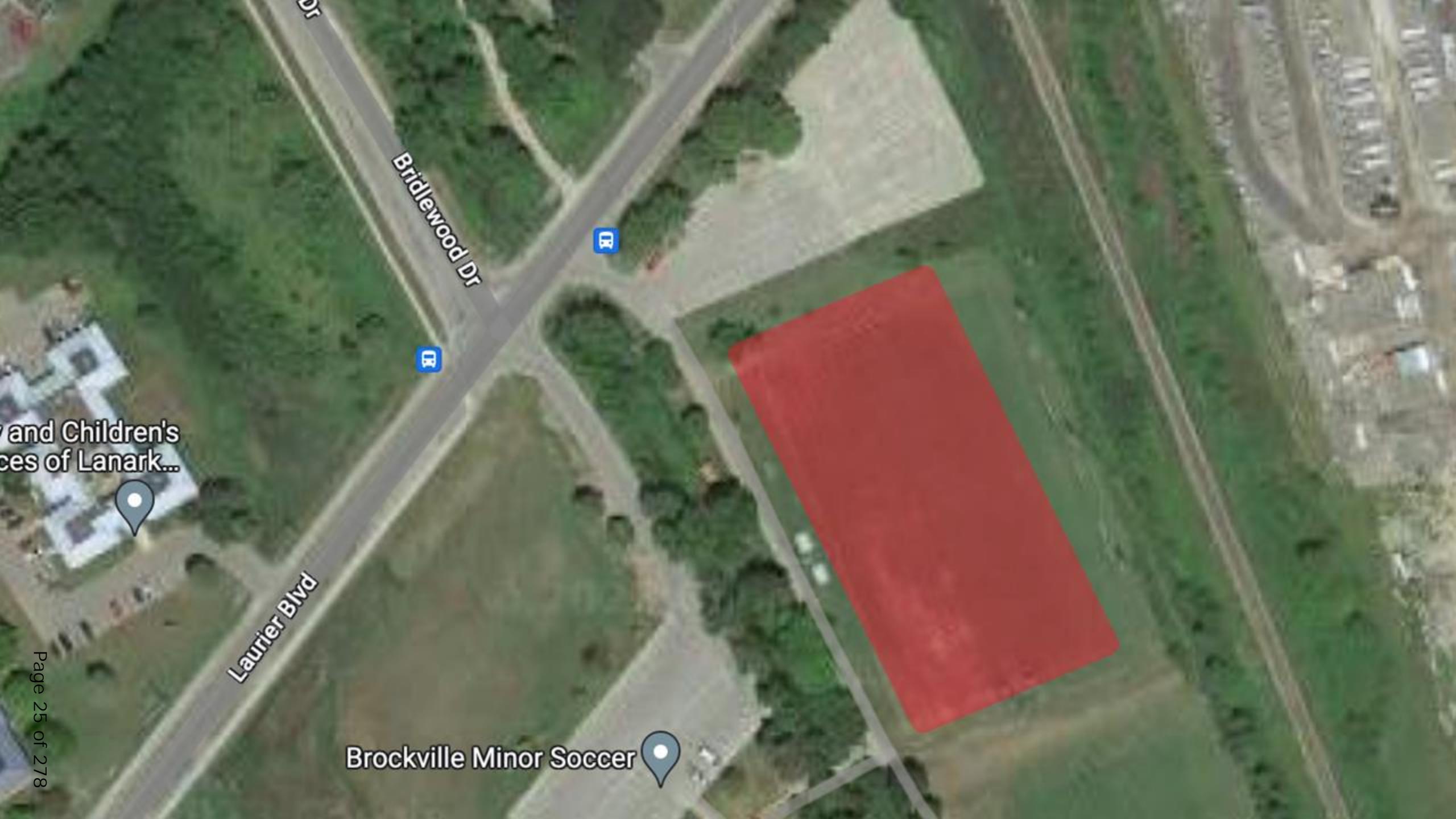
- Capital Funding
- Procurement
- Construction
- Operations

City of Brockville

- Lessor

Group Request

To work with staff at the City of Brockville to draft a long-term lease for land located at Laurier Park for the purpose of building and operating a Sports Dome



and Children's
ces of Lanark...



Staff Report

Report To:	General Committee
Meeting Date:	October 17, 2023
Prepared By:	Robert Nolan, Director of Economic and Development Services Phil Wood, Director of Operations
Report Number:	2023-196
Subject:	Brockville Sports Dome

Recommendation

THAT Council direct staff to negotiate a Partnership Agreement with Brockville Sports Dome; and

THAT the Partnership Agreement be brought back to Council for final approval.

Background

In February 2011, the Finance, Administration and Operations Committee received a delegation from the Brockville and Area Community Sports Dome Association and considered staff report 2011-026-02 Land Lease – Brockville and Area Community Sports Dome. This group was a not-for-profit association created with a goal to build and operate a community sports dome. Their proposal was to lease the lands north of the existing parking lot at the Rotary Field House (Memorial Park) on Laurier Blvd to construct and operate a sports dome.

This location was deemed to be suitable as water, sewer and utilities were readily available. In addition, the existing parking area was deemed to be sufficient to serve the sports dome, soccer fields, tobogganing and skating. The outdoor skating area was to be moved to the east parking area north of the M2 soccer field.

A draft lease agreement was proposed which included:

- Ten year term with an option to renew for an additional ten years
- Nominal lease rate (\$2 per year) as this not-for-profit organization is providing a recreational facility that will be available to the entire community
- Proponent responsible for property taxes (if applicable), utility costs, winter maintenance and grass cutting
- Indemnification and insurance
- Provisions for the removal of all structures and equipment at the end of the lease or should operations cease

On March 8, 2011 Council approved the following:

THAT the City of Brockville lease lands to the Brockville and Area Sports Dome Association for a community sports dome under the terms and conditions contained with Attachment 2 to Report 2001-026-02.

It is unclear to staff why this project was never constructed.

In June 2023 staff were approached by a local group looking to acquire land in Brockville to build and operate an indoor sports dome, primarily soccer based. Several properties in the city were discussed including Memorial Park on Laurier Blvd where the City's existing soccer fields are located.

At the July 4, 2023, Planning and Development Committee the group presented their proposal for establishing a sports dome in Brockville and requested to lease lands at Memorial Park on Laurier Blvd (see Appendix 1). This location was the same one identified by the previous group in 2011. Committee directed staff to meet with the group and report back to the committee.

Analysis

Throughout the summer staff from several departments held discussions with the Brockville Sports Dome group to identify the best location for the dome and discuss operational issues such as parking, availability of utilities, winter maintenance, etc. and how any taxpayer risks would be mitigated.

Staff and representatives of the Brockville Sports Dome group conducted a visit to the Memorial Park and the Laurier Soccer Fields to determine the best location for the proposed dome. The ideal location was determined to be the location of soccer pitch M2 which is on the east side of Laurier Park between the entrance and the rail line (see Appendix 2). While this location would remove soccer pitch M2 from the current fields, staff are considering creating a replacement soccer pitch by putting fill into the low-lying area on the west side of the park to create a new soccer pitch that would supplement the lost capacity. Additional work would be required to alleviate the drainage problems in the low-lying areas. A soccer pitch in this new location would also permit the location to be used in the winter for an improved public skating ice surface.

This location is preferred due to its proximity to Parking Lot #2 and would avoid the dome being constructed over the City's sanitary sewer trunk, which is on the west side of the park (where the dome was initially proposed to be located).

Staff have also met with the Sports Dome group and a representative of VIA rail to determine if the proximity to the rail line would pose a problem. VIA indicated that they would not object to a structure being constructed on our lands, despite its proximity to the line.

The Sports Dome group also prefer this location due to its proximity to the hydro lines, which would hypothetically reduce their cost to connect. Staff have advised that the group need to speak directly to HydroOne to ensure that there is sufficient power at this location and to determine the connection costs.

Staff also requested a copy of the Sports Dome's business plan, which has been supplied. Due to the confidential nature and financial details in the plan it is not being shared publicly, however, staff have reviewed the plan and believe that it has addressed the potential market for the facility and an understanding of their target customers, the competition and pricing structure. The group have also identified their operational and human resource needs.

The business plan provides details of the capital costs and working capital requirements and their operating costs and revenue estimates. They have also determined their financing requirements and sources of financing they are seeking. Lastly, they have also identified risks and mitigation strategies.

One of the key risks identified in the business plan is an inability to secure land and an agreement with favourable terms and conditions. The business plan indicates that "to retain financial liquidity, lease terms and conditions would need to be below commercial land rates". If favourable conditions and terms are not negotiated, there is a risk that the organization cannot produce sufficient cash flow to maintain operations. The plan concludes that if favourable terms can not be negotiated the project would not proceed.

City staff have raised concerns about the liability of the City for the dome if there were a catastrophic failure of the structure or it is damaged through an act of God. The Sports Dome group's business plan indicates that:

Key Risk Catastrophic failure of Building

Weather conditions and mechanical failures can cause building failure that can be either temporary or permanent. A temporary building failure will negatively impact business operations for one day to 3 weeks. The nature of this temporary failure would most likely be a deflation of the dome structure that does not require substantial repair or replacement of the fabric structure. This contrasts with a permanent failure where the building fabric needs to be replaced. The replacement of fabric would require lead time with the manufacturer and risk the loss of up to 12 months of revenue. Both severities can be caused by extreme weather conditions or equipment failure.

Mitigation Strategy

The Brockville Sports Dome Group will self-insure the risk of damage to the fabric of the dome; both damage and business interruption will be self-insured. The risk of damage will be mitigated through active management of the dome by monitoring weather conditions. The building becomes more resilient to dramatic weather when the interior temperature and air pressure increase. The combination of active management and building automation will assist in

mitigating the risk of damage. The organization will also establish a reserve fund in year two to provide a financial reserve for building envelope replacement.

Staff have also reached out to the City solicitor to get their opinion with respect to Section 106, bonusing provisions within the Municipal Act. The Sports Dome Group have indicated that they will be a Social Enterprise, so that any operating surplus is reinvested in providing active opportunities for the community. In the City Solicitor's opinion this business structure would not be considered a not-for-profit organization and would be subject to the Municipal Act bonusing provisions.

However, Section 110 of the Municipal Act covers Agreements for municipal capital facilities. This section of the Act applies to an agreement entered into by a municipality for the provision of municipal capital facilities by any person, including another municipality, if the agreement provides for one or more of the following:

1. Lease payments in foreign currencies as provided for in subsection (2).
2. Assistance as provided for in subsection (3).
3. Tax exemptions as provided for in subsection (6).
4. Development charges exemptions as provided for in subsection (7). 2006, c. 32, Sched. A, s. 51.

Subsection (3) relates to Assistance by municipality, this section states that:

- (3) Despite section 106, a municipality may provide financial or other assistance at less than fair market value or at no cost to any person who has entered into an agreement to provide facilities under this section and such assistance may include,
- (a) giving or lending money and charging interest;
 - (b) giving, lending, leasing or selling property;
 - (c) guaranteeing borrowing; and
 - (d) providing the services of employees of the municipality. 2001, c. 25, s. 110 (3).

Staff are recommending that the City enter into a partnership agreement with the Brockville Sport Dome group to provide lands to the group at a nominal amount per year. The group would be responsible for all capital and operating costs of the facility, with the City providing the land on which the structure can be placed. The lease agreement would be for 10 years with an option to renew.

Staff would work with the Brockville Sports Dome group to draft an agreement, with this agreement coming back to Council for final approval.

Financial Implications

The partnership agreement will only generate minimal revenue over the life of the contract. There is a risk that revenue from the playing fields may reduce as there will be an alternative venue for sports groups to utilize.

Policy Alignment

There are no policy implications

Conclusion

Staff have been working with the Brockville Sports Dome group to identify the best location for their proposed sports dome and have identified a preferred location on the existing Laurier soccer fields. The Brockville Sports Dome group have provided staff with their business plan, which staff have reviewed and believe provides confidence on the ability of this group to operate this facility.

Staff deem that Section 110 of the Municipal Act would allow for the City to enter into an agreement with this group for the provision of municipal capital facilities at less than fair market.

Staff are recommending that a Partnership Agreement be negotiated with the Brockville Sports Dome, and that this agreement be brought back to Council for final approval.

Approved by:

Robert Nolan, Director of Economic and Development Services

Status:

Approved - 12 Oct 2023

Phil Wood, Director of Operations

Approved - 12 Oct 2023

Sandra MacDonald, City Manager/City Clerk

Approved - 12 Oct 2023

Attachments:

[Appendix 1 - Brockville Sports Dome Presentation July 4, 2023](#)

[Appendix 2 - Laurier Soccer Fields](#)



Brockville Sports Dome Group

City of Brockville, Planning and Development Committee

July 4, 2023

This Photo by Unknown author is licensed under CC BY.

Group Request

To work with staff at the City of Brockville to draft a long-term lease for land located at Laurier Park for the purpose of building and operating a Multi-Sports Dome



Brockville Sports Dome Group

Working Group has experience in:

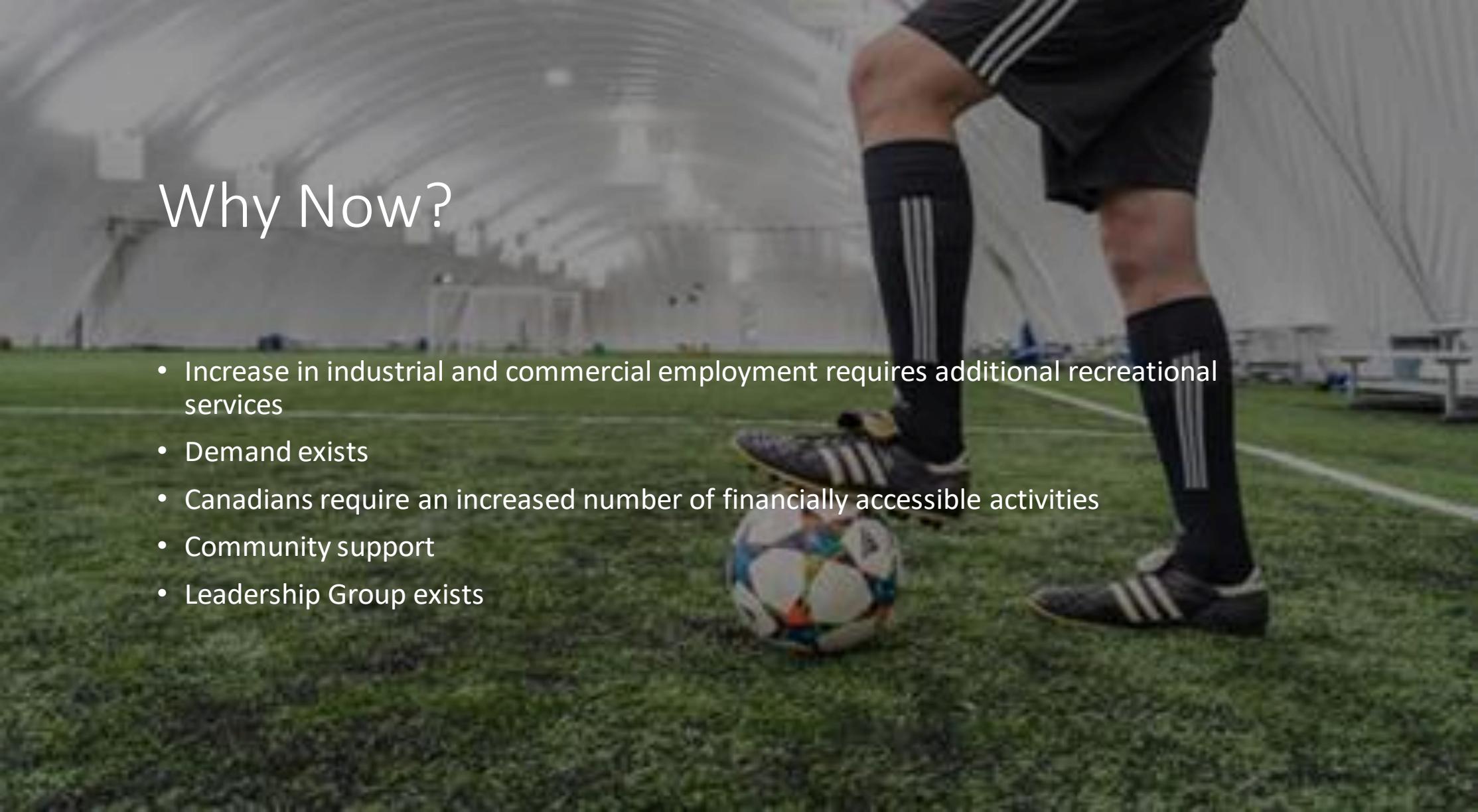
- Financing
- Local and International Sports Clubs
- Real Estate
- Large Infrastructure
- Community Wellness
- Corporate Governance
- Local Business Owners



Brockville Sports Dome Group

Working Group has experience in:

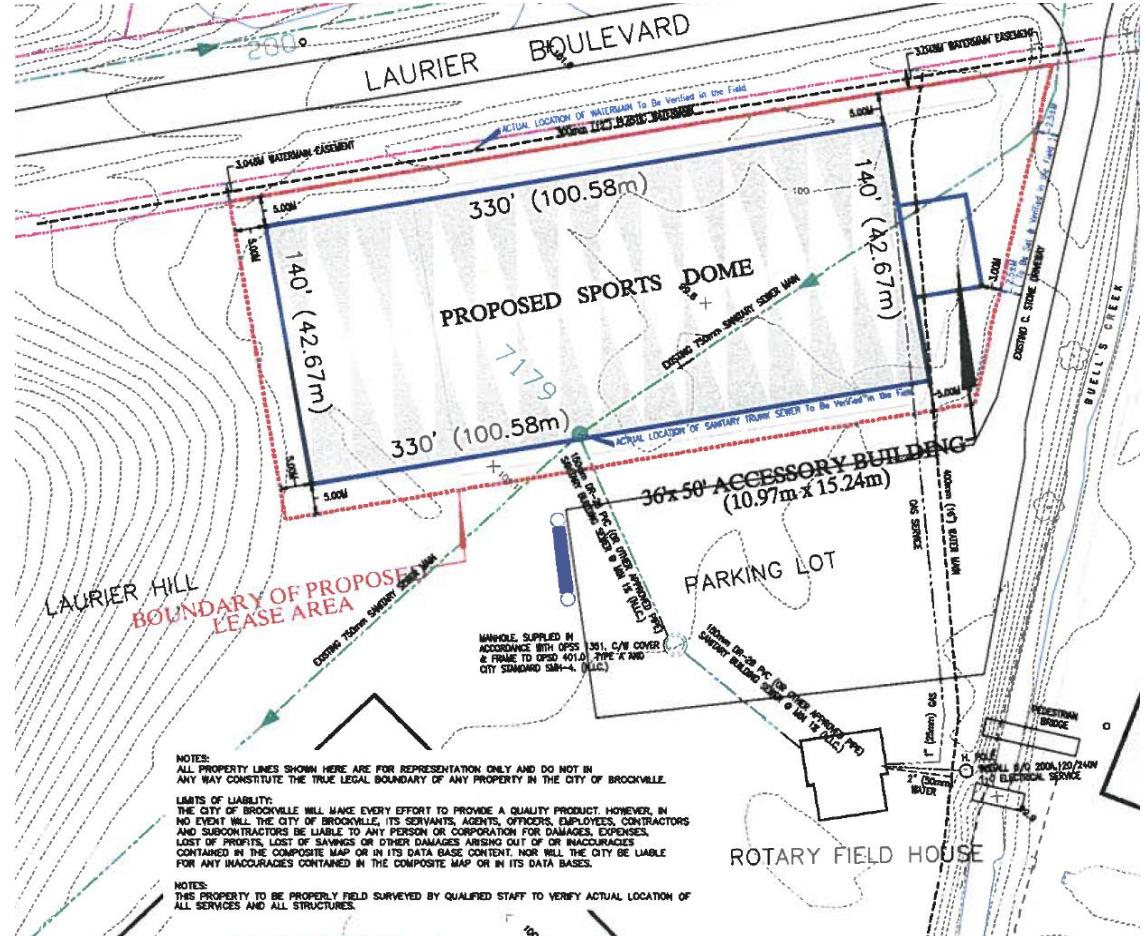
- Financing
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- Local Business Owners



Why Now?

- Increase in industrial and commercial employment requires additional recreational services
- Demand exists
- Canadians require an increased number of financially accessible activities
- Community support
- Leadership Group exists

Project Scope



Financial Feasibility

- 1/3 of capital funding has been committed
- Balance of capital to be raised once land secured
- Major tenant has expressed interest in signing a long-term lease
- Operations are cash-flow positive at low occupancy



Allocation of Risk

Brockville Sports Dome Group

- Capital Funding
- Procurement
- Construction
- Operations

City of Brockville

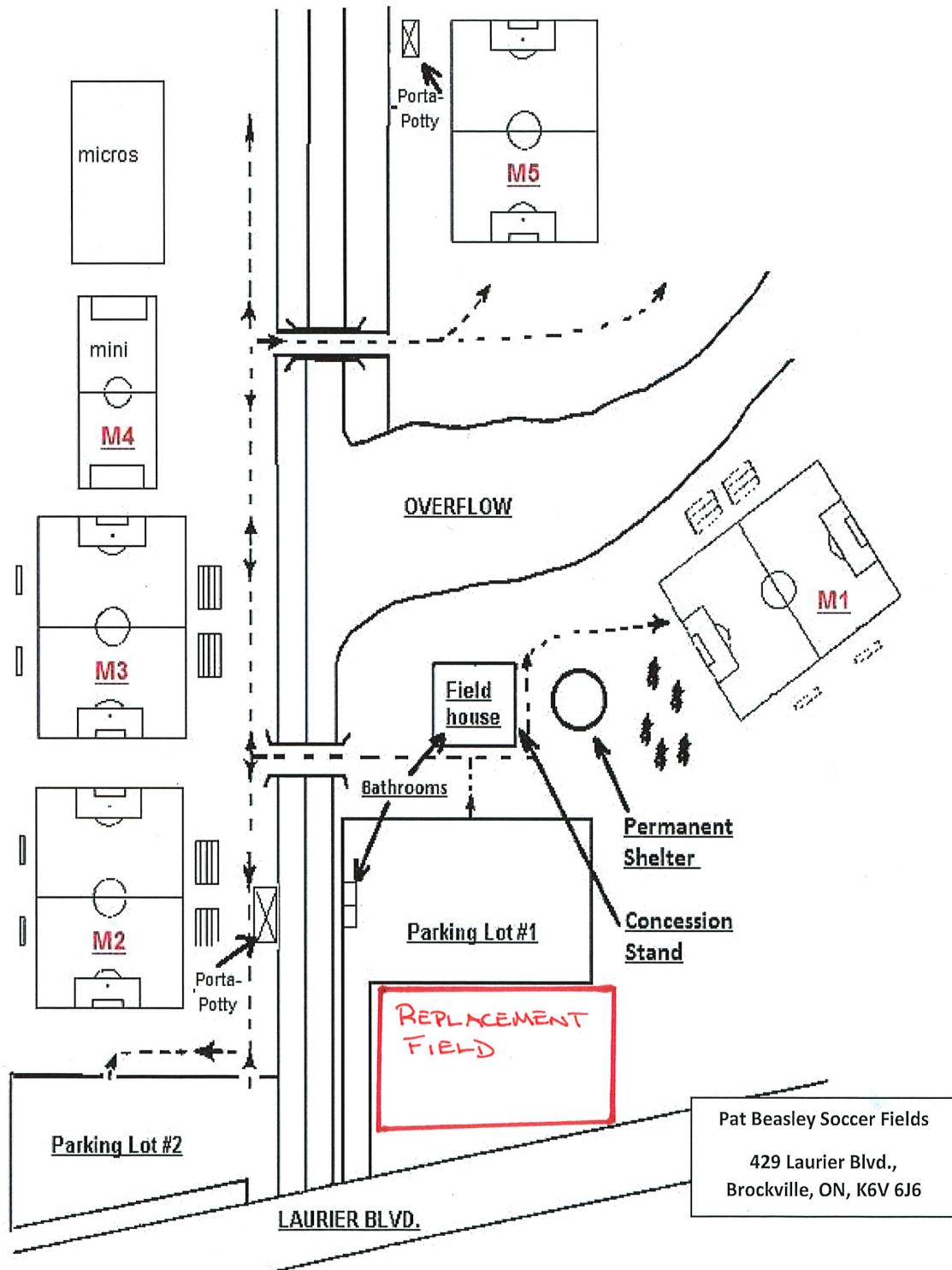
- Lessor

Group Request

To work with staff at the City of Brockville to draft a long-term lease for land located at Laurier Park for the purpose of building and operating a Sports Dome



Map of Laurier Soccer Fields





Staff Report

Report To:	General Committee
Meeting Date:	October 17, 2023
Prepared By:	Natalie Wood, Museum Curator/Director
Report Number:	2023-181
Subject:	Property Lease Museum Offsite Storage

Recommendation

THAT Council approve the additional expenditure of \$4,400 to the museum's 2023 operating budget to be funded by a donation from the Friends of the Brockville Museum to offset the increase in leasing costs for 2023; and

THAT the Mayor and Clerk be authorized to execute the required lease agreement for obtaining a new offsite warehouse lease on Strowger Blvd. for the museum collection.

Background

On June 20th the General Committee received the Canadian Conservation Institute Facility Assessment of the Brockville Museum (2022) through Staff Report 2023-105. Among the report's priority recommendations was the relocation of the collections from the museum's current leased offsite storage facility.

Museum staff developed minimum parameters for a new warehouse storage space and the required criteria that would address the issues identified in the Canadian Conservation Institute Facility Assessment and allow for more control of the storage environment.

An RFP was posted, and the deadline was extended after there were no responses. The RFP was then cancelled when staff determined that the scoring parameters were incomplete. Input was then sought from the Economic & Development Services Department to determine what might be available locally. After pursuing multiple leads, an appropriate facility on Strowger Blvd. was identified. The exact address of both the current off-site storage facility and the identified space are not being disclosed in order to ensure the security of the collection.

The cost of the new space is estimated at \$20,700 + HST annually.

Analysis

The identified space provides an immediate solution to address all the offsite storage facility issues identified in the Canadian Conservation Institute Facility Assessment, including a well-sealed building envelope free of vegetation and potential water hazards, well-maintained and monitored fire protection and controls, 24-hour monitored security, stable environmental conditions, and high standards for cleanliness, including pest management. Located within the boundaries of the City of Brockville, the identified site is also conveniently located much closer to the museum than the current offsite space, which is located in Elizabethtown-Kitley.

The cost of the identified space is \$1.15/sq ft + HST per month. The museum estimates a current need for 1,500 sq ft. The monthly cost will be about \$1,725 + HST, totalling \$20,700 + HST annually. There will be a one-time cost of up to \$500 to set-up the museum's objects in the new space.

The budget for the museum's current offsite warehouse facility lease is \$10,500 annually. As identified in the Canadian Conservation Institute Facility Assessment, the existing facility is not equipped to adequately preserve the irreplaceable artifacts stored therein.

The Friends of the Brockville Museum have committed to funding the additional lease and moving-related costs for the balance of the 2023 fiscal year, up to \$5,000, if a lease agreement for the new site is approved by Council.

Securing new warehouse storage space addresses a critical need to remove collection materials from the currently leased space as identified in the Canadian Conservation Institute Facility Assessment of the Brockville Museum (2022). This buys time to investigate longer-term solutions to address broader museum space and storage issues.

Alternatives

1. Authorize the new lease agreement but defer the start of the lease until after the 2024 budget has been approved; due to weather conditions and sensitivities of artifacts that need to be moved, a move from the current storage space to the new one may not occur until May.
2. Defer the decision about authorizing a new lease agreement at a new storage location until the Cultural Services Department Budget is reviewed during the 2024 budget process, deferring a potential lease agreement until after the 2024 budget has been approved; as in alternative 1, such a delay would result in a move not occurring until spring.
3. Make no changes to the current museum storage arrangement while longer-term solutions are sought.

Financial Implications

The Friends of the Brockville Museum will cover the related additional expenditures affecting the 2023 operating budget.

The proposed new lease agreement will increase the museum's projected 2024 operating budget by \$10,200 + HST.

Policy Alignment

This report is in accordance with the City's Procurement and Budget Control policies.

Conclusion

Museums have a fundamental public trust responsibility of stewardship. The Canadian Conservation Institute Facility Assessment of the Brockville Museum (2022) received by Council in June 2023 identified how the museum's current leased storage space is jeopardizing this trust. A new storage option has been identified that can immediately address the report's recommendation that the collection be relocated to a more suitable location. This move will help preserve the irreplaceable artifacts stored therein while a longer-term solution is explored. The Friends of the Brockville Museum have offered to cover the additional expenditures that such a move would have on the museum's 2023 operating budget.

Staff recommend entering into a lease agreement with the new storage warehouse space provider effective as soon as possible to ensure the ongoing responsible care for the City's irreplaceable cultural assets.

Approved by:	Status:
Natalie Wood, Museum Curator/Director	Approved - 03 Oct 2023
Lynda Ferguson, Director of Finance & IT Services	Approved - 10 Oct 2023
Sandra MacDonald, City Manager/City Clerk	Approved - 10 Oct 2023



Staff Report

Report To:	General Committee
Meeting Date:	October 17, 2023
Prepared By:	Melanie Jones, Director of Fire & Partner Services
Report Number:	2023-194
Subject:	Reallocation of funding to Station 1 assessment

Recommendation

THAT Council authorize the reallocation of the funding designation of \$19,000 for a female washroom at Fire Station No. 1 for a building assessment at the same location.

Background

Station 1, located on Perth Street, was constructed in 1910 and has had many retrofits to keep it functional to serve for fire and paramedic response. The building's age and use has areas of concern. These areas include the 2nd floor which sags toward the center of the building creating a floor that is spongy and not level. All furnaces, air exchange systems and door motors were only able to be installed on the ceiling (due to structural restrictions), requiring a robust anchor installation to prevent a falling hazard. Some of these units have sagged and had to be reinforced due to a lack of structural integrity and age of the ceiling/building.

Water damage from both the roof and hose tower has been recurring. The current building design prevents adequate air flow even with new air exchange systems/ monitoring. This has caused a concern (not verified) of mold in both the James Street annex (1st floor east side of the building) and 1st floor within the vicinity of the hose tower.

The current plumbing has been inspected and meets the current building code however, several plumbing issues have been encountered. These include sewer gas leaking from a vent in back annex, sewage backing up in the only shower and several plugged drains.

Analysis

There is no doubt that a shower accessible to women is required. However, with current equities and requirements, a broader, gender-neutral solution should be reviewed. Currently the building has one shower located in the men's washroom and the building houses a minimum of 3 firefighters and between 4-6 paramedics. Numbers will vary depending on emergency situations and responses.

A planned, organized approach to how much money should be invested to retrofit an aged building needs to be considered. This led to the request of having a building assessment to determine actual costs and function of the station.

Financial Implications

There is no impact to the approved level of funding, however, more funding may be required depending upon the results of the assessment.

Policy Alignment

Council must approve any changes to budget allocation.

Conclusion

It is recommended that Council authorize the change in funding allocation for a building assessment for Fire Station 1.

Approved by:

Melanie Jones, Director of Fire & Partner Services

Lynda Ferguson, Director of Finance & IT Services

Sandra MacDonald, City Manager/City Clerk

Status:

Approved - 12 Oct 2023

Approved - 12 Oct 2023

Approved - 12 Oct 2023



Staff Report

Report To:	General Committee
Meeting Date:	October 17, 2023
Prepared By:	Peter Raabe, Director of Engineering & Infrastructure Services
Report Number:	2023-193
Subject:	Water Systems Division - Pickup Truck Purchase

Recommendation

THAT Council approve the purchase of a 3500HD 4WD Double Cab Chevy Silverado from Gan Chev Olds in the amount of \$72,212.99 (including net HST); and

That Council approve the additional expenditure of \$37,112.99 to be funded from the Wastewater Rate Working Capital Operations Reserve.

Background

During the 2021 Budget, Council approved the Water Systems Division to purchase a new $\frac{3}{4}$ ton pickup truck, regular cab, 8-foot-long box, with a snow plow and liftgate to replace Fleet Unit 22402.

Staff placed this order along with several others in January 2022. In December 2022, the dealership notified the city that they had cancelled the order as they could not provide the required vehicles. Staff were told that manufacturers were only building a limited number of these baseline trucks and that there were none available to fill the order.

As an alternative several of the manufactures the city spoke with suggested a $\frac{3}{4}$ ton, crew cab with a short box as they are more available and seem to be the "new" norm in the municipal world. The city has since purchase several of these vehicles as an option to the regular cab, 8-foot-long box truck.

In July, Gan Chev Olds reached out to the city as they had a vehicle that had been ordered by another municipality, but the municipality no longer needed it. Although it was not exactly what the Water Division was looking for, it was one of the few trucks that were available.

Analysis

The Water Systems Division were originally looking to purchase a regular cab, $\frac{3}{4}$ ton truck with an 8-foot-long box to replace one that had been taken off the road in 2020. The truck Gan Chev Olds has available is a double cab, 1 ton truck with an 8-foot-long

box. The Water System staff felt this vehicle was too large and that it did not fit their needs, but in speaking to the Wastewater Division, they felt that it would be suitable for their needs. As a result, the new 3500HD 4WD Double Cab Chevy Silverado will go to the Wastewater Systems Division and the Water Systems Division would receive Fleet Unit 223-17 from the Wastewater Systems Division. Unit 223-17 is a regular cab, $\frac{3}{4}$ ton truck with an 8-foot-long box, that has a plow and lift gate, exactly what the Water Division was looking for.

The new truck from Gan Chev Olds does not come with a snow plow or lift gate which will have to be purchased separately.

Financial Implications

This purchase was approved by Council in the 2021 Budget at a total cost of \$57,600.

Utilizing the discounts offered by the VOR program, Gan Chev Olds has provided the city with a quote of \$72,212.99 (including net HST).

In addition, the truck is to be out fitted with a snow plow and lift gate at an estimated cost of \$15,000 and \$7,500 respectively.

This amounts to a total of \$94,712.99 (including net HST)

There are insufficient funds in the account 07-5-864290, cost centre 21VH01 to accommodate the purchase.

It is proposed that \$37,112.99 be allocated from the Wastewater Rate Working Capital Operations Reserve to cover the deficit which had a balance of \$2.1 million at the end of 2022.

Policy Alignment

This report is in accordance with the City's Procurement and Budget Control policies. As per these policies, Council approval is required when purchase prices are over budget and require additional funding.

Conclusion

For staff to be able to function effectively and perform their duties as required, it is necessary for them to have the appropriate tools and equipment. This vehicle will return both the Water and Wastewater Division's to their full compliment of vehicles. It is recommended that Council approve the purchase of the new truck, snow plow and lift gate.

Approved by:

Peter Raabe, Director of Engineering & Infrastructure Services

Status:

Approved - 12 Oct 2023

Lynda Ferguson, Director of Finance & IT Services

Approved - 12 Oct 2023

Sandra MacDonald, City Manager/City Clerk

Approved - 12 Oct 2023



Staff Report

Report To:	General Committee
Meeting Date:	October 17, 2023
Prepared By:	Phil Wood, Director of Operations Matthew Locke, Supervisor of Transportation & Fleet Services
Report Number:	2023-189
Subject:	Paratransit - Vehicle Procurement

Recommendation

THAT Council approve the following customized accessible vehicles for Brockville Paratransit:

- One (1) Custom Toyota Sienna Hybrid with side deploying access ramp
 - One (1) Custom Ram 2500 Promaster with side deploying access lift
- and;

THAT Council approve the purchase of the two (2) proposed vehicles from Universal Motion at a total cost of \$186,785 funded by debenture in accordance with the approved in-house paratransit service plan.

Background

On September 12, 2023, Council approved the proposed in-house paratransit plan directing staff to bring the delivery of public paratransit services within the operation of Brockville Transit. The direction to staff was part of an amended motion from staff report 2022-137 that stated the following:

THAT Council approve the implementation of the in-house Para-Transit service plan in place of continued contracting of a service operator, and

THAT Council approve staff to complete the procurement process to purchase two wheelchair accessible vans, with a preference to hybrid vehicles, at an estimated cost not to exceed \$220,000, funded by debenture, in accordance with the in-house Para-Transit service plan, and

Following this decision by Council, staff have completed the public tendering process to purchase two (2) custom accessible vehicles to operate the paratransit service.

The objective of this report is to:

- Detail the vehicle options including price, configuration and availability
- Seek Council approval to purchase the vehicles proposed by staff for the paratransit service
- Report the procurement process and tendering method as required by the City procurement and budgetary control policies for purchases in excess of \$50,000 seeking Council approval to proceed

Analysis

Information and consideration:

Staff have worked to gather and consider information in order to propose suitable accessible vehicles to deliver public paratransit services for the foreseeable future. To do so, staff have:

- Compiled and reviewed ridership data of the existing paratransit service provider
- Reviewed the ridership data for trends, peak demand times and average daily ride bookings, ambulatory and non-ambulatory rider stats
- Reviewed the ride booking information for total booked rides, cancelled bookings and "no-show" bookings

Staff also met with the Brockville Municipal Accessibility Advisory Committee (BMAAC) on September 26, 2023 to discuss vehicle options, preferences as well as to address operational concerns from resident users in attendance.

Vehicle compliance:

While fielding concerns of resident users of the paratransit service, a point was raised about whether the prospective vehicles would accommodate wheelchairs, motorized wheelchairs or walkers etc. Although riders use a variety of mobility devices, vehicles that are purpose built to accommodate accessibility are constructed to a specific baseline standard and will meet the needs of the riders. The applicable standard is CSA standard D409.

CSA D409 is titled Motor vehicles for the transportsations of persons with physical disabilities. Highlights of the CSA standard include:

- Specific design and manufacture of vehicles, lifts and ramps
- Required safety equipment
- Modified weight ranges for various vehicle sizes
- Provisions for vehicles powered with alternative fuels
- Modified design requirement for mobility aid securement and occupant restraints including positioning and anchor point systems

The CSA D409 was a minimum requirement of the vehicles considered for the paratransit system to ensure that the adequate implementation of provisions is in place for all riders with varying ranges of requirements for mobility assistance.

Noted points from BMAAC & users:

Following review of the ridership data and input from BMAAC and the public who were both in attendance at the committee meeting as well as residents who have contacted City Councillors and staff, the following points can be summarized:

- Current and past paratransit ridership demands are on average 33 rides per day and do not warrant the operating the current City cutaway bus layout with rider capacity of 18-20.
- Some residents and paratransit users are apprehensive about any use of a ramp even if the ramp is level.
- Some residents and paratransit users are apprehensive about the use of the wheelchair accessible mini-vans.
- One BMAAC member advocated for wheelchair accessible mini-vans based on ownership of a custom accessible minivan matching the model proposed by the City.
- The apprehensive residents and paratransit users expressed interest in having access to a larger van with hydraulic lift in place of a ramp.

Vehicle tender options:

Following the review of available data and feedback from both BMAAC and paratransit users, staff requested options for both mini-van with ramps and larger commercial van with lift within the scope of the public tender. The list of vehicles considered for purchase are all compliant with CSA standard D409 - Motor vehicle standard for the transportation of people with physical disabilities.

As a result of the published scope, staff received multiple tender submissions for the following vehicles options as summarized:

1. (Hybrid) Toyota Sienna

- Customized, mobility device accessible
- Deployable side entry ramp
- Side entry door
- Lowered slip resistant floor w/ restraint system
- Ambulatory seating
- CSA D409 compliant

2. Ram Promaster 2500

- Customized, mobility device accessible
- 159" interior "high-roof" option
- Side or rear hydraulic lift options
- Customizable floor restraint and seating systems
- Ambulatory seating
- CSA D409 compliant

Tender respondents:

The public tender was posted on September 22, 2023 and closed on October 6, 2023. Three distributors of the customized vehicles responded with tenders for consideration including the options specified. Respondents of the City's public tender include:

- Silver Cross Automotive - Ottawa, ON
- Move Mobility - Mississauga, ON
- Universal Motion - Toronto, ON

Tender results:

Staff have reviewed the tender submissions for adherence to the scope of supply, purchase price and availability for delivery. The lowest cost acceptable tender submission for the two vehicle options is the submission from Universal Motion. The purchase prices and delivery details are below:

1. Toyota Sienna - Custom accessible mini-van, with hybrid option:

- Cost: \$86,505
- Delivery: November 2023

2. Ram Promaster 2500 Custom accessible commercial van:

- Cost: \$100,280
- Delivery: December 8, 2023

Alternatives

Staff have proposed that Council approve the purchase of one (1) Toyota mini-van and one (1) Ram commercial van for the paratransit service. Staff have detailed the cost and availability for delivery of the proposed option.

Council may choose to approve an alternative number of each vehicle. Alternatives to the proposal by staff have cost, options and delivery implications which are summarized below:

Option 1 - Purchase two (2) accessible mini-vans:

- Cost per unit: \$86,505
- Total cost: \$173,010
- Delivery: November 2023
- Potential positive affects on service delivery: (comparatively)
 - The hybrid minivan option has a lower purchase cost
 - The hybrid minivan option has lower fuel consumption
 - Meets the current service demands for rides seating 3-5 passengers
- Potential negative affect on service delivery: (comparatively)
 - Consulted riders have reservations about using ramps, and head space.
 - The minivan layout has ramp in place of a lift
 - The minivan layout has reduced headspace

Option 2 - Purchase two (2) accessible commercial vans:

- Cost per unit: \$100,280
- Total cost: \$200,560
- Delivery: December 2023
- Potential positive affects on service delivery: (comparatively)
 - Meets the current service demands for rides seating 5-8 passengers
 - Consulted riders have reservations about using ramps, and head space.
 - The commercial van layout has a lift in place of a ramp
 - The commercial van layout has increased headspace
- Potential negative affect on service delivery:(comparatively)
 - The commercial van option has a higher purchase cost
 - The commercial van option has higher fuel consumption
 - The paratransit service could only operate one vehicle in January until the second unit is delivered

If Council opts to purchase two (2) commercial vans it should be noted that the second van should be a rear entry lift layout. Commercial vans with a side entry lift utilize the primary side-entry point to service mobility devices with the lift. As a result, all riders of the side entry lift van are required to use the lift. Conversely, a rear entry lift van configuration includes a standard side entry door which allows ambulatory riders who do not require a mobility device regular access to the seating.

The vendor of the customized accessible commercial vans states that there is no cost difference or delivery delay in selecting either side or rear entry lift configuration.

Financial Implications

Staff have completed the public tendering of two (2) new paratransit vehicles following the approved motion by Council of staff report 2023-127.

The motion approved a budget envelope of \$220,000 with a preference for Hybrid vehicles, funded by debt.

The proposal of staff is to purchase:

- One (1) hybrid mini-van
 - Cost: \$86,505
- One (1) commercial van
 - Cost: \$100,208

The total purchase price of the proposed vehicles is \$186,785. The proposed purchase is within the budget envelope approved by Council.

Staff costs, insurance, licensing, fuel and maintenance of the two vehicles separately within the operating budget. The values of each of these items is detailed in the in-house paratransit service plan.

The remaining budget envelope for purchase of the vehicles is intended to be available for the minor upfitting items installed upon receipt of all city vehicles. These upfitting items include City logo's and badging, City radios, fare deposit boxes, safety equipment etc.

Policy Alignment

All procurement activities associated with procurement of paratransit vehicles has been in accordance with:

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

In accordance with the City's Budgetary Control Policy POL.F.20.181, Section 5.1, and Procurement Policy POL.F.20.139 Section 6, City staff are required to report purchases over \$50,000 to Council and any purchase where less than three quotes were obtained.

Conclusion

Staff have reviewed paratransit ridership data, evaluated rider trends to understand the ridership demand for the paratransit service. Staff have met with the Brockville Municipal Accessibility Advisory Committee (BMAAC) and received feedback from resident users around the future of the paratransit service. Having considered all available information, staff created a scope of supply for new paratransit vehicles and completed the public tender of that scope.

Staff have provided this report to Council through the General Committee to propose the vehicle options to move forward with purchase.

Approved by:

Phil Wood, Director of Operations

Status:

Approved - 11 Oct 2023

Matthew Locke, Supervisor of Transportation
& Fleet Services

Approved - 11 Oct 2023

Lynda Ferguson, Director of Finance & IT
Services

Approved - 11 Oct 2023

Sandra MacDonald, City Manager/City Clerk

Approved - 12 Oct 2023



Staff Report

Report To:	General Committee
Meeting Date:	October 17, 2023
Prepared By:	Sandra MacDonald, City Manager/City Clerk Anne Shropshire, Manager, Cultural Services
Report Number:	2023-177
Subject:	Brockville Tourism Corporation

Recommendation

THAT Council adopt Policy POL.F.23.182, Asset Transfer Policy - Brockville Tourism Corporation Attachment 1); and

THAT Council approve the proposed articles of incorporation, NUANs searches, organization resolutions, by-law minute book register and final Memorandum of Understanding for the incorporation of Brockville Tourism Corporation (Attachment 2; and

THAT the Mayor and City Clerk be authorized to execute a Memorandum of Understanding (included in Attachment 2), between the Corporation of the City of Brockville and Brockville Tourism Corporation; and

THAT the Mayor and City Clerk be authorized to execute operational agreements of mutual interest, as required, between the Corporation of the City of Brockville and Brockville Tourism Corporation.

Background

For many years, the city has contracted to third parties to provide tourism and related services. The latest contract for provision of services in 2021 was with the Aquatarium at Tall Ships Landing (a partnership of agencies). Near the end of the contract a decision was made to extend the existing contract for an additional two years as we were in the height of the pandemic and there was uncertainty at the time when restrictions would be removed and travel would commence again.

The tourism landscape changed dramatically during the pandemic. Tourism businesses require different types of support, visitors' travel patterns have changed and many organizations have made shifts in how they provide services.

With the 3-year contract ending December 2023, staff sought direction from Council regarding tourism delivery for the City of Brockville. At a meeting held on February 28, 2023, Council were presented Staff Report [2023-4](#), Tourism Delivery for the City of

Brockville (post 2023). Staff presented two options for council's consideration: 1. Develop a new RFP and continue to contract out tourism delivery to a third party; or 2. Explore all options for tourism delivery and report back to the General Committee no later than March 21, 2023. Council directed staff to explore options for tourism delivery and report back to the General Committee.

At the March 2023 meeting of the General Committee, Staff Report No. [2023-37](#), Tourism Delivery Options for City of Brockville, was presented. As a result of the report, staff were directed to provide the committee a report detailing the creation of a Municipal Services Corporation (MSC) for the provision of tourism services.

Staff Report No. [2023-55](#), Business Case for establishing a Municipal Services Corporation Establishment of an internal Tourism Division was presented at the April General Committee meeting. The Committee made a recommendation to Council and at the Council meeting of April 25, 2023, Council passed the following resolution:

THAT Council authorize staff to establish a Tourism Division within the Administration Department reporting to the Manager of Cultural Services;

THAT Council approve and adopt the Business Case Study for the creation of a Tourism Municipal Services Corporation;

THAT Council authorize staff to begin the process to incorporate a Tourism Municipal Services Corporation;

THAT costs (up to a maximum of \$25,000) associated with establishing a Municipal Services Corporation be funded from fiscal policy; and

THAT staff provide progress reports to the General Committee on a bi-monthly basis or as required.

Analysis

The City retained Cunningham Swan, a professional legal firm to assist with the incorporation and organization of the proposed Municipal Services Corporation. The scope of work was as follows:

1. All necessary corporate name searches
2. Filing of Letters Patent or Articles of Incorporation
3. Preparation of Corporate By-law(s) and all other organizing consents and resolutions for the MSC.
4. Preparation of an Agreement between the City of Brockville (sole voting member) and the MSC addressing issues including:
 - a. governance structure;
 - b. anticipated support provided to the MSC by the City;

- c. asset transfer policies;
- d. ownership, use and maintenance of intellectual property;
- e. audit requirements;
- f. wind-down provisions and other provisions.

Corporate name searches were conducted, and the proposed name, Brockville Tourism Corporation was available. The appropriate application has been filed to secure the Brockville Tourism Corporation name.

Further, a corporate by-law (By-law No. 1 as per Attachment 1) was prepared for Brockville Tourism Corporation, setting out the following:

- Role of City as sole voting member
- Roles and responsibilities of Directors and Officers of the Corporation
- Procedural matters related to member meetings
- Guiding Principles
- Accountability and Reporting Requirements
- Other matters

A Memorandum of Agreement between the City of Brockville and Brockville Tourism Corporation has been prepared. The Agreement sets out the relationship between the City and BTC including: guiding principles of BTC, City's assistance to BTC, financial matters, and requirements for public accountability and reporting.

Under the provisions of the Municipal Accommodation Tax regulation (section 400.1 of the Municipal Act, 2001, and Ontario Regulation 435/17), the City is required to transfer 50 per cent of MAT revenues, less reasonable administrative costs, to BTC for the purposes of Brockville-focused tourism marketing, promotion and program delivery.

Next Steps

Following Council's approval of the Memorandum of Agreement, BTC By-law No. 1 and the Asset Transfer Policy, the Chair will call the first public meeting of the Board of Directors for the BTC.

As a division under Cultural Services, it is proposed that BTC will be located within City Hall. Discussions have taken place and work will be undertaken this fall to locate the BTC on the first floor. Locating the BTC within City Hall helps to minimize administrative expenses for IT, utilities and meeting rooms.

The BTC business plan shows the Corporation operating with three full-time staff; Tourism Development Coordinator, Tourism Marketing Coordinator and Visitor Services Coordinator. Recruitment will commence shortly so that staff are hired and in place to ensure a smooth transition. Job descriptions are attached for your information.

Financial Implications

Currently, the contract with the Aquatarium for tourism delivery is funded through the tax levy and 50% MAT. For the current fiscal year (2023), \$251,108 of the tourism budget is funded from the tax levy and \$263,194 is funded through 50% of MAT funds. Staff propose using the same funding model as the 2023 contract. This will continue to see tourism funded through the tax levy and 50% MAT. In future years, Council may wish to use 100% MAT funds to fund tourism, removing tourism completely from the tax levy.

Council has approved start-up costs to a maximum of \$25,000 for the 2023 budget.

Proposed 2024 Tourism Budget

(pending approval during the 2024 budget review)

Wages and Benefits	\$289,778	Tax levy & MAT
Other Expenses (Office, Bldg burden, travel, etc.)	\$46,054	Tax levy
Marketing/Promotion	\$175,000	Tax levy & MAT
MSC Admin fee	\$3,000	MAT

Conclusion

Council has the responsibility to approve the establishment of the Brockville Tourism Corporation and its governing documents.

Approved by:

Lynda Ferguson, Director of Finance & IT Services

Sandra MacDonald, City Manager/City Clerk

Status:

Approved - 13 Oct 2023

Approved - 13 Oct 2023

Attachments:

[A1 POL.F.23.182 Asset Transfer](#)

[A2 BTC Incorporation Package \(For Approval\)](#)

[Tourism Marketing Coordinator](#)

[Tourism Product Development Coordinator](#)

[Visitor Experience Coordinator](#)



POL.F.23.182

Asset Transfer Policy – Brockville Tourism Corporation

Date Approved: 24 October 2023
Department: Finance
Staff Report: n/a
By-Law No.: n/a

Policy Statement

This Policy establishes a framework for administering the transfer of municipal asset(s) to Brockville Tourism Corporation ("BTC"), a wholly-owned corporation by the Corporation of the City of Brockville ("City").

Purpose

A Policy that demonstrates good governance, accountability and transparency in the use of public asset(s) and adherence to the requirements of applicable legislation.

Application

This Policy only applies to Council and City employees who have responsibility of BTC matters.

Definitions

1. **Asset(s):** A resource with economic value with an expectation that it will provide a future benefit. An asset can include real and personal property, monies, securities, equipment, intellectual property, and any resource that could deliver a prospective profit and/or benefit.
2. **Brockville Tourism Corporation (BVC):** Incorporated in accordance with section 203 of the Act and Ontario Regulation 599/06, as amended.
3. **City Staff:** Employees of the City, unless otherwise stated.
4. **Council:** The Mayor and Members of City Council.
5. **Transfer:** A change of ownership from one party to another.
6. **Treasurer:** The City Treasurer (or designate as identified by the City Treasurer).

POL.F.23.

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Procedures

1. Responsibilities

The following criteria shall apply in this Policy:

A formal policy to govern the approval and implementation of municipal Assets to BTC.

2. Process

What follows are instructions for Transferring Asset(s) to BTC.

- 2.1. Asset(s) may be Transferred to BTC at any time, as authorized by Council, on such terms as Council may determine.
- 2.2. Any Transfer of Asset(s) must be approved by Council in advance of the Transfer.
- 2.3. In determining whether to authorize a Transfer of Asset(s) to BTC, Council will consider one or more of the following objectives:
 - 2.3.1. Optimizing the use and value of the Asset(s);
 - 2.3.2. Advancing the City's economic development, vitality and competitiveness;
 - 2.3.3. Supporting community health and well-being;
 - 2.3.4. Managing environmentally sustainable growth;
 - 2.3.5. Providing responsive and efficient public service; and
 - 2.3.6. Enhancing the quality of life of the City's citizens.
- 2.4. Council may impose such terms and conditions on the Transfer of Asset(s) as it deems necessary, including but not limited to:
 - 2.4.1. Requiring the BTC to Transfer the Assets back to the City upon the occurrence of an event(s);
 - 2.4.2. Restricting or prohibiting further Transfers of the Assets; and
 - 2.4.3. Attaching a purchase price to the Asset, to be paid or owed to the City by BTC.

POL.F.23.

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- 2.5. Where federal or provincial governments have contributed funds or have granted a right in the agreement with the municipality for the asset, that the appropriate ministry be informed or permission be obtained, if such notice or permission is required by legislation.
- 2.6. Before any Transfer of Asset(s) can occur, City Staff shall determine the current fair market value of the Asset(s) and obtain advice regarding any tax implications of the Transfer. This determination may be made using an appraiser or City Staff.
- 2.7. Where any Asset(s) is Transferred at less than fair market value, the Treasurer shall prepare a statement of the estimated fair market value of the Asset(s).
- 2.8. The Treasurer shall record all Transfers of Asset(s) in accordance with the City's accounting policies and relevant accounting standards.

Exclusions

Nil.

References and Related Policies

1. *Municipal Act, 2001*, S.O. 2001, c. 25 and O.Reg.599/06 – Municipal Service Corporations
2. All applicable laws including federal, provincial, municipal by-laws, policies and procedures.

Consequences of Non-Compliance

Click here to enter text.

Review Cycle

5 years

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For questions or more information to complete this form, please refer to the instruction page.

Fields marked with an asterisk (*) are mandatory.

1. Contact Information

Please provide the following information for the person we should contact regarding this filing. This person will receive official documents or notices and correspondence related to this filing. By proceeding with this filing, you are confirming that you have been duly authorized to do so.

First Name *	Middle Name	Last Name *
Robert		Maratta
Telephone Country Code 1	Telephone Number *	Extension
613-546-8085		
Email Address * rmaratta@cswan.com		

2. Corporation Name

Every corporation must have a name. You need a Nuans report for the proposed name.

The corporation will have: *

- an English name (example: "Green Institute Inc.")
- a French name (example: "Institut Green Inc.")
- a combination of English and French name (example: "Institut Green Institute Inc.")
- an English and French name that are equivalent but used separately (example: "Green Institute Inc./Institut Green Inc.")

Nuans Report

New Corporation Name (Proposed) *

[BROCKVILLE TOURISM CORPORATION](#)

Nuans Report Reference Number * 122005402	Nuans Report Date * September 12, 2023
--	---

3. General Details

Requested Date for Incorporation *	Primary Activity Code * 913910
------------------------------------	---

Official Email Address *
lferguson@brockville.com

An official email address is required for administrative purposes and must be kept current. All official documents or notices and correspondence to the corporation will be sent to this email address.

4. Address

Every corporation is required to have a registered office in Ontario. This address must be set out in full. A post office box alone is not an acceptable address.

Registered Office Address *

Standard Address Lot/Concession Address

Street Number *	Street Name *	Unit Number
1	King Street West	
City/Town *	Province	Postal Code *
Brockville	Ontario	K6V 7A5

Country
Canada

5. First Directors

A minimum of three directors are required. Please specify the number of directors for your Corporation.*

Fixed Number Minimum/Maximum

Minimum Number of Directors *	Maximum Number of Directors *
3	5

Director 1

First Name *	Middle Name	Last Name *
Matt		Wren

Email Address
mayor@brockville.com

Is this director also an Incorporator? * Yes No

Address for Service * Canada U.S.A. International

Street Number *	Street Name *	Unit Number
1	King Street West	
City/Town *	Province *	Postal Code *
Brockville	Ontario	K6V 7A5

Country
Canada

Director 2

First Name *	Middle Name	Last Name *
Sandra		MacDonald

Email Address
smacdonald@brockville.com

Is this director also an Incorporator? * Yes No

Address for Service * Canada U.S.A. International

Street Number *	Street Name *	Unit Number
1	King Street West	
City/Town *	Province *	Postal Code *
Brockville	Ontario	K6V 7A5

Country
Canada

Director 3

First Name *	Middle Name	Last Name *
Lynda		Ferguson

Email Address

lferguson@brockville.comIs this director also an Incorporator? * Yes NoAddress for Service * Canada U.S.A. International

Street Number *	Street Name *	Unit Number
1	King Street West	
City/Town *	Province *	Postal Code *
Brockville	Ontario	K6V 7A5
Country		
Canada		

6. Purposes and Provisions (Maximum limit is 100,000 characters per text box)Does the corporation intend to operate as a charity? * Yes No**Purposes**

Please set out the purposes of the corporation in the space provided below.

The primary purpose of the corporation listed in the articles must be not-for-profit and should be the first purpose. You may set out additional purposes, but if any purposes are of a commercial nature, the articles must state that the commercial purpose is to advance or support one or more of the not-for-profit purposes of the corporation.

The purposes of the corporation are *

- (a) To promote tourism in the City of Brockville;
- (b) To promote the City of Brockville for the purposes of attracting tourists and visitors;
- (b) To collect and disseminate information, including to conduct targeted market research identifying tourism opportunities for the City of Brockville;
- (c) To develop multi-year marketing plans and economic development strategic plans that address the City of Brockville's strategic goals for a strong tourism and business destination;
- (d) To support and facilitate growth and development of the local tourism sector in the City of Brockville by identifying and promoting opportunities for tourism-related infrastructure and service investments that will generate positive economic growth;
- (e) To facilitate a high level of collaboration between the local tourism industry and the City of Brockville;

and such other complementary purposes not inconsistent with these objectives.

Special Provisions

Please refer to the "[Not-for-Profit Corporation Handbook](#)" for items that may be included in the special provisions section. For example, any restrictions on the activities that the corporation may carry on, or on powers that the corporation may exercise, should be set out here.

The following special provision will be included in the articles. In addition to the required special provision below, you may add additional special provisions in the space provided.

The special provision(s) are:

Commercial purposes, if any, included in the articles are intended only to advance or support one or more of the non-profit purposes of the corporation. No part of a corporation's profits or of its property or accretions to the value of the property may be distributed, directly or indirectly, to a member, a director or an officer of the corporation except in furtherance of its activities or as otherwise permitted by this Act.

If the corporation will have additional special provisions, enter them in the space below:

If the

- (a) The corporation is limited to providing services to the owners or members of the Corporation.
- (b) Upon the dissolution of the corporation and after payment of all debts and liabilities, its remaining property shall be distributed or disposed of to THE CORPORATION OF THE CITY OF BROCKVILLE.
- (c) The corporation has one class of members, which members shall each be entitled to one (1) vote at meetings of members.
- (d) No director shall receive remuneration for services provided in the capacity as a director, although they may be paid reasonable expenses incurred by them in the performance of their duties, provided that payment for such expenses receive approval by the board of the corporation.
- (e) The registered head office of the corporation shall be in the City of Brockville in the Province of Ontario, at an address that may be updated in accordance with the Not-for-Profit Corporations Act, 2010, S.O. 2010, c. 15.

7. Incorporator(s)

Add the incorporator *

 Individual Corporation

Individual 1

First Name *	Middle Name	Last Name *
Matt		Wren

Address for Service * Canada U.S.A. International

Street Number *	Street Name *	Unit Number
1	King Street West	
City/Town *	Province *	Postal Code *
Brockville	Ontario	K6V 7A5

Country
Canada

Individual 2

First Name *	Middle Name	Last Name *
Sandra		MacDonald

Address for Service * Canada U.S.A. International

Street Number *	Street Name *	Unit Number
1	King Street West	
City/Town *	Province *	Postal Code *
Brockville	Ontario	K6V 7A5

Country
Canada

Individual 3

First Name *	Middle Name	Last Name *
Lynda		Ferguson

Address for Service * Canada U.S.A. International

Street Number *	Street Name *	Unit Number
1	King Street West	
City/Town *	Province *	Postal Code *
Brockville	Ontario	K6V 7A5

Country
[Canada](#)

8. Authorization

* I, Robert Maratta

confirm that this form has been signed by all the required persons.

Caution - The Act sets out penalties, including fines, for submitting false or misleading information.

Required Signature

Signature	Full Name Matt Wren
Signature	Full Name Sandra MacDonald
Signature	Full Name Lynda Ferguson

NAME ANALYSIS REPORT

**Prepared for:**

Cunningham, Swan, Carty, Little & Bonham LLP
27 Princess Street, Suite 300
Kingston, ON
K7L 1A3

A Service Provider
under Contract with
the Ministry of
Government Services

Proposed Name:	Brockville Tourism Corporation
NUANS Reservation No:	122005402
Date of Order:	9/12/2023 10:36:45 AM
Search Type:	Ontario Reservation (6-pg)
Required For:	Non-Profit Corporation
Service / Wares:	Municipal Service Corporation
Consent & Other Info:	

NAME ANALYSIS/COMMENTS

An analysis of the attached NUANS report reveals no record of any similar or confusing names listed thereon.

PLEASE REFER TO THE PAGES FOLLOWING FOR ADDITIONAL INFORMATION.

Proposed Name:	Brockville Tourism Corporation
NUANS Reservation No:	122005402
Date of Order:	9/12/2023 10:36:45 AM

NUANS VALIDITY PERIOD:

The validity period for a NUANS report is ninety (90) days. If you do not incorporate within that period, you must purchase a new NUANS report.

ELEMENTS OF A CORPORATE NAME:

A corporation name should include the following elements:

Distinctive element - coined word, initials, acronym, geographic location, person's name, dictionary word used in unique or fanciful manner and not associated with the business activities or goods or services.

Descriptive element - word or phrase that describes the business activities or goods or services.

Legal element - see note below on legal elements.

LEGAL ELEMENT:

If the proposed name is intended for purposes of incorporation of a business, then it will be necessary to include a legal element in the name (such as LIMITED, INCORPORATED, CORPORATION or the abbreviated or French form). Please check with incorporating jurisdiction to determine the legal elements permitted.

If the proposed name is intended for a business or trade name registration (such as a business name under the Ontario Business Names Act), then a legal element is prohibited.

TRADE-MARK INFRINGEMENT:

Infringing on trade-mark rights makes one liable by way of an injunction (an order to cease the infringing activity) and/or damages.

COMPREHENSIVE NAME SEARCH:

Check important sources not covered by NUANS - supplement this NUANS report with a Comprehensive Name Search. Call our help desk for details - 416-964-2677.

Proposed Name:	Brockville Tourism Corporation
NUANS Reservation No:	122005402
Date of Order:	9/12/2023 10:36:45 AM

DISCLAIMERS

RECOMMENDATION ON NAME AVAILABILITY:

Please be advised that ONCORP DIRECT INC. cannot give legal advice. The analysis provided is intended as a guide only to assist with the name decision process. For further assistance or legal information, please consult legal counsel. Recommendations offered by ONCORP DIRECT INC. do not affect the availability of a name and they are offered without liability to assist its clients. The responsibility for name selection rests with the incorporator and legal advisor.

DISCLAIMER:

The report on the above name has been created using the NUANS system – a database of corporate names, trade or business names and trade-marks which is the property of INDUSTRY CANADA. No liability is undertaken by ONCORP DIRECT INC. regarding its correctness, completeness or the interpretation and use which may be made of it. It is recommended that the NUANS report be supplemented with a search of the CIDREQ database, a provincial database of names in Quebec. It is also recommended that the applicant undertake searches of Internet domain names.

-----END OF NAME SEARCH ANALYSIS-----



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Brockville Tourism Corporation

122005402 Distinctive/Distinctif: Brockville

NAICS codes/ codes SCIAN:

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Alternate spelling/Variante orthographique:

COMPANY NAME / NOM DE L'ENTREPRISE	JUR NO.	DATE	CITY/VILLE	EP	TYPE	STATUS/STATUT	STAT.DATE/DATE STAT.
BUS./ACT.							
Brockville Tourism Corporation	ON 122005402	2023-09-12				Prop.ONCOPR	
BELL BROCKVILLE	ON 250226230	2015-03-06	BROCKVILLE		BusNmCorp	Registered	2022-10-03
BROCKVILLE H LP	ON 271089351	2017-10-11	Toronto		LP	Registered	2023-03-10
BROCKVILLE HONDA	ON 301184123	2020-10-22	PEMBROKE		BusNmCorp	Registered	2020-10-22
BROCKVILLE HONDA	ON 280487257	2018-05-01	BROCKVILLE		PtnrBusNm	Registered	2023-03-10
BROCKVILLE MIDAS	ON 1000226284	2022-06-07	Brockville		BusNmCorp	Registered	2022-06-08
BROCKVILLE MOBIL	ON 290255116	2019-03-06	BROCKVILLE		BusNmCorp	Registered	2019-03-06
KROWN BROCKVILLE	ON 1000251801	2022-07-06	Brockville		BusNmCorp	Registered	2022-07-07
BROCKVILLE NISSAN	ON 250846771	2015-08-27	BROCKVILLE		BusNmCorp	Registered	2015-08-27
KIA OF BROCKVILLE	ON 300668068	2020-06-26	BROCKVILLE		BusNmCorp	Registered	2020-06-26
SATICA BROCKVILLE	ON 300222437	2020-02-26	BROCKVILLE		BusNmCorp	Registered	2022-01-19
WINMAR BROCKVILLE	ON 1000469321	2023-03-09	Brockville		BusNmCorp	Registered	2023-03-10
BROCKVILLE HYUNDAI	ON 270894991	2017-08-18	PERTH		BusNmCorp	Registered	2022-08-09
BROCKVILLE MEDISPA	ON 1000558010	2023-06-05	Brockville		BusNmCorp	Registered	2023-06-06
BROCKVILLE URBAN 1	ON 1000514971	2023-04-24	North York		LP	Registered	2023-04-25
THEATRE BROCKVILLE	ON 1111039	1995-01-04	BROCKVILLE		SclCibNSh	Incrpted	1995-01-04
ARTS HUB BROCKVILLE	ON 1000437482	2023-02-06	Brockville		BusNmCorp	Registered	2023-02-07

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COMPANY NAME / NOM DE L'ENTREPRISE	JUR	NO.	DATE	CITY/VILLE	EP	TYPE	STATUS/STATUT	STAT.DATE/DATE STAT.
BUS./ACT.								
ASG BROCKVILLE INC.	ON	2148852	2007-09-20	TORONTO		Bus_Corp	Incrpted	2007-09-20
BROCKVILLE LAWNTALK	ON	310470034	2021-03-22	NORTH AUGUSTA		SI_Prpshp	Registered	2021-03-22
BROCKVILLE SKI CLUB	ON	1624054	2004-07-05	MAITLAND		SclCibNSh	Incrpted	2004-07-05
CK BROCKVILLE CORP.	ON	2337533	2012-08-01	CORNWALL		Bus_Corp	Incrpted	2012-08-01
EASYVAPE BROCKVILLE	ON	281293936	2018-12-14	BROCKVILLE		SI_Prpshp	Registered	2023-07-26
FIRMLAND BROCKVILLE	ON	290465178	2019-04-25	TORONTO		PtnrBusNm	Registered	2019-04-25
FIRMLAND BROCKVILLE	ON	280694654	2018-06-25	TORONTO		BusNmCorp	Registered	2023-06-16
FIX AUTO BROCKVILLE	ON	290457175	2019-04-23	BROCKVILLE		BusNmCorp	Registered	2019-04-23
WBH BROCKVILLE LTD.	ON	555776	1983-06-21	Toronto		Bus_Corp	Incrpted	2023-03-30
BROCKVILLE COPY SHOP	ON	311152409	2021-07-28	BROCKVILLE		SI_Prpshp	Registered	2021-07-28
BROCKVILLE EXTERIORS	ON	1000021068	2021-11-09	Athens		SI_Prpshp	Registered	2022-03-19
BROCKVILLE HVAC INC.	ON	1000445567	2023-02-11	Brockville	CA	FD_Share	Registered	2023-02-15
Brockville HVAC Inc.	CD	14760522	2023-02-11	Brockville		CBCA	Active	2023-02-11
BROCKVILLE TAXI INC.	ON	2149452	2007-09-26	BROCKVILLE		Bus_Corp	Incrpted	2007-09-26
LE BROCKVILLE BRAVES	QC	1178749108	2023-05-11	Dollard-des-Ormeaux	CD	SocActCmp	Registered	2023-05-23
ONE PLANT BROCKVILLE	ON	1000184628	2022-04-24	Brockville		BusNmCorp	Registered	2022-04-25
OSMOWS BROCKVILLE ON	ON	300868304	2020-08-11	BROCKVILLE		BusNmCorp	Registered	2020-08-11

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COMPANY NAME / NOM DE L'ENTREPRISE	JUR	NO.	DATE	CITY/VILLE	EP	TYPE	STATUS/STATUT	STAT.DATE/DATE STAT.
BUS./ACT.								
SCI BROCKVILLE CORP.	AB	2120910381	2018-01-10	HALIFAX	NS	EP_Corp	Active	
SCI BROCKVILLE CORP.	ON	1410564	2000-01-01	BROCKVILLE	NS	EPDomShar	Registered	2000-05-30
SCI BROCKVILLE CORP.	NS	3302013	2016-10-07	HALIFAX		ULL	Active	2016-10-07
ALLSEASONS BROCKVILLE	ON	290733567	2019-07-03	ATHENS		SI_Prpshp	Registered	2019-07-03
BK BROCKVILLE LIMITED	ON	1000023975	2021-11-11	Brampton		Bus_Corp	Incrpted	2022-01-07
BROCKVILLE INCOME TAX	ON	1000392243	2022-12-17	Elizabethtown		SI_Prpshp	Registered	2022-12-18
BROCKVILLE LIONS CLUB	ON	53514	1946-07-06	BROCKVILLE		SclClbNSh	Incrpted	2022-11-21
BROCKVILLE SOLAR INC.	ON	2264931	2010-11-24	MARKHAM		Bus_Corp	Incrpted	2023-07-27
BROCKVILLE TOWER INC.	ON	1532777	2002-07-03	COBOURG		Bus_Corp	Incrpted	2002-07-03
BROCKVILLE YACHT CLUB	ON	106753	1960-05-26	BROCKVILLE		SclClbNSh	Registered	1992-06-27
D & C BROCKVILLE INC.	ON	2119181	2006-11-16	KINGSTON		Bus_Corp	Incrpted	2023-01-19
BROCKVILLE BRAVES INC.	CD	15017416	2023-05-11	DOLLARD-DES-ORMEAUX		CBCA	Active	2023-05-11
BROCKVILLE BRAVES INC.	QC	1178749108	2023-05-11	Dollard-des-Ormeaux	CD	SocActCmp	Registered	2023-05-23
BROCKVILLE FLYING CLUB	ON	113803	1960-11-09	BROCKVILLE	CA	FD_NSh	Registered	1992-06-27
BROCKVILLE FLYING CLUB	CD	0329746	2016-08-15	BROCKVILLE		NPCorpAct	Active	1960-11-09
BROCKVILLE SQUASH CLUB	ON	281049114	2018-10-04	BROCKVILLE		SI_Prpshp	Registered	2018-10-04
EXIT REALTY BROCKVILLE	ON	280976036	2018-09-14	KEMPTVILLE		BusNmCorp	Registered	2018-09-14

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COMPANY NAME / NOM DE L'ENTREPRISE		JUR NO.	DATE	CITY/VILLE	EP	TYPE	STATUS/STATUT	STAT.DATE/DATE STAT.
BUS./ACT.								
HAMPTON INN BROCKVILLE		ON 310046123	2021-01-11	BROCKVILLE		BusNmCorp	Registered	2021-01-11
BROCKVILLE ALUMNAE FUND		ON 1114764	1996-01-18	BROCKVILLE		SclCibNSh	Incrpited	1996-01-18
BROCKVILLE APARTMENT LP		ON 311209183	2021-08-12	Kingston		LP	Registered	2022-06-21
BROCKVILLE COMMONS INC.		ON 1000274157	2022-08-02	Ottawa		Bus_Corp	Incrpited	2022-08-04
BROCKVILLE CRANE RENTAL		ON 300595832	2020-06-10	WILLIAMSBURG		BusNmCorp	Registered	2020-06-10
BROCKVILLE FORMING INC.		ON 907524	1990-10-18	BROCKVILLE		Bus_Corp	Incrpited	1992-06-27
BROCKVILLE HUTS LIMITED		ON 743495	1987-12-09	BROCKVILLE		Bus_Corp	Incrpited	2012-05-19
BROCKVILLE MEDISPA INC.		ON 2707168	2019-07-19	Elizabethtown		Bus_Corp	Incrpited	2023-06-05
BROCKVILLE ORAL SURGERY		ON 1000087728	2022-01-19	Brockville		BusNmCorp	Registered	2023-06-28
FLOWERS BROCKVILLE INC.		ON 1554410	2002-12-17	BROCKVILLE		Bus_Corp	Incrpited	2002-12-17
SHADY COYOTE BROCKVILLE		ON 1000145021	2022-03-21	Brockville		SI_Prpshp	Registered	2022-03-23
TORA BROCKVILLE LIMITED		ON 1497253	2001-12-18	Brockville		Bus_Corp	Incrpited	2023-04-17
TRAILGO BROCKVILLE INC.		ON 1856734	2011-06-29	AUGUSTA	CA	FD_Share	Registered	2011-08-17
VENTRUM BROCKVILLE INC.		ON 1725275	2007-01-19	BROCKVILLE	CA	FD_Share	Registered	2007-02-15
VENTRUM BROCKVILLE INC.		CD 4406818	2007-01-19	MONTREAL		CBCA	Active	2007-01-19
BROCKVILLE 41 FRONT INC.		ON 2217820	2009-09-16	KANATA		Bus_Corp	Incrpited	2009-09-16
BROCKVILLE BOWEN THERAPY		ON 100033337	2022-10-08	Brockville		SI_Prpshp	Registered	2022-10-09

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Rapport des marques de commerce



Brockville Tourism Corporation

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TRADEMARK / MARQUE DE COMMERCE	AP. NO. / NO. AP.	REG. NO. / NO. ENR.	REG. DATE / DATE. ENR.	STATUS / STATUT	OWNER / PROPRIÉTAIRE CLASSES
GOODS/PRODUITS					
THE BROCKVILLE RIFLES & DESIGN	0902787		1986-03-05	Advertisd	DEPARTMENT OF NATIONAL 1,2,3,4...
To the Registrar of Trademarks, Gatineau, Canada. The applicant, "PongFu", whose ful...	2048660			Formalizd	Pim Jong 41
Providing musictracks and music-compositions accompanied by videoclips...					
AAC Brookville	0987190	PBRA6191	2020-05-13	Surendred	Colorado State Universi 31
BROOKVALE UNION	1898736	TMA1091391	2021-01-12	Registered	4 Pines Brewing Company 32,33,41,43
Beer; alcoholic ginger beer; mineral and aerate...Services for ...					
BROOKVALE UNION & Design	1898737	TMA1091392	2021-01-12	Registered	4 Pines Brewing Company 32,33,41,43
Beer; alcoholic ginger beer; mineral and aerate...Services for ...					
SACKVILLE logo	2196715			Formalizd	Sackville & Co. Merchan 3,5,9,14...
Room spray Vape pen batteries Keychains Bags namely stash bags; tote...					
ROCKVILLE WHITE	1409375	TMA760346	2010-02-25	Registered	Cold Spring Granite Com 19
Granite, cut stone, dimensional stone, slabs of granite, and monumen...					
MERRICKVILLE ESTATES	2170510			Formalizd	1605861 Ontario Ltd. 37
Construction and development of real estate, namely, residential pro...					
R ROCKVILLE & Design	1608773	TMA898426	2015-03-10	Registered	E-Distributors, Inc. 9,15
Car video monitors, namely, headrest monitors, flip down monitors, s...					
MERRICKVILLE ESTATES Design	2170511			Formalizd	1605861 Ontario Ltd. 37
Construction and development of real estate, namely, residential pro...					
BROCKVIEW	0720527	TMA419691	1993-11-12	Expunged	Monarch Corporation 37
Community planning, development, construction and marketing of homes...					
SACKVILLE logo	2193394			WithOwn	Sackville & Co. Manufac 3,5,9,14...
Room spray Vape pen batteries Keychains Bags namely stash bags; tote...					
BRAVO IN PUCKVILLE	1762635			Aband-36	Rhin Kelly 9,25,28,41
Clothing; headgear Toys; action figures Motion ...Entertainment...					
Bravo In Puckville & Design	1762640			Aband-36	Rhin Kelly 9,25,28,41
Clothing; headgear Toys; action figures Motion ...Entertainment...					
H.M.C.S. SACKVILLE & DESIGN	0660401			Abandoned	ATLANTEX LIMITED, 9,16
Stationary, brochures, advertising (newspaper magazine), souvenirs, ...					
TOURISM BC	1072885	TMA588782	2003-09-04	Registered	Destination BC Corp. 35,39,41,42...
Promotion of tourism for others; collecting, evaluating and dissemin...					
TOURISM CAFE	1520646	TMA860321	2013-09-17	Registered	Tourism Cafe Canada Ltd 9,16,35,38...
Printed material consisting of books, education...Educational s...					

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Rapport des marques de commerce



Brockville Tourism Corporation

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Nice classes/classification Nice:

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TRADEMARK / MARQUE DE COMMERCE	AP. NO. / NO. AP.	REG. NO. / NO. ENR.	REG. DATE / DATE. ENR.	STATUS / STATUT	OWNER / PROPRIÉTAIRE CLASSES
GOODS/PRODUITS					
INNER TOURISM 2197673 Computer programs; telecommunications apparatus...Planning of p...				Formalized	Micware Co., Ltd. 9,39,41,42...
NUNAVUT TOURISM 1394293 Note books, note pads, pens, pencils, manuals, catalogues, and greet...	TMA919656		2015-11-06	Registered	NUNAVUT TOURISM 16,25
TOURISM KELOWNA 0912508 Print and promotional materials consisting of r...Tourism and h...			2001-07-18	Advertised	KELOWNA CHAMBER OF COMM 1,2,3,4...
TOURISM TORONTO 0909095 Promotion of tourism in and around the Municipality of Metropolitan ...			1997-10-22	Advertised	METROPOLITAN TORONTO CO 1,2,3,4...
DISCOVER TOURISM 1297296 Prerecorded digital video discs, videos and CD...Organizing pr...	TMA706632		2008-02-06	Registered	CANADIAN TOURISM HUMAN 9,16,35,41
Tourism Connects 2027760 Print and promotional materials consisting of r...Tourism and h...				Formalized	Tourism Cafe Canada Ltd 9,16,41
TOURISM DATA HUB 0926940			2021-10-06	Advertised	Destination BC Corp. 1,2,3,4...
TOURISM HAMILTON 0923828			2016-02-17	Advertised	City of Hamilton 1,2,3,4...
TOURISM VICTORIA 0907096			1995-02-15	Advertised	GREATER VICTORIA VISITO 1,2,3,4...
TOURISM VICTORIA 1106240 Promoting and fostering travel and tourism in Greater Victoria and V...	TMA586829		2003-08-07	Registered	GREATER VICTORIA VISITO 35,36,39,41...
TOURISM WHISTLER 0917259			2006-05-17	Advertised	Whistler Resort Associa 1,2,3,4...
TOURISM SKILLSNET 2110625 Advertising, marketing, promotion, and business administration in re...				Formalized	Ontario Tourism Educati 35,37,41
TOURISM SUN PEAKS 0916037			2005-02-16	Advertised	SUN PEAKS MOUNTAIN RESO 1,2,3,4...
TOURISM VANCOUVER 0903176			1988-05-25	Advertised	GREATER VANCOUVER CONVE 1,2,3,4...
TOURISM NOVA SCOTIA 0926017			2019-09-25	Advertised	Tourism Nova Scotia 1,2,3,4...
TOURISM SASKATCHEWAN 0909778			1998-05-13	Advertised	Tourism Saskatchewan 1,2,3,4...
green tourism türkiye 2224073 Advertising the wares and services of others; development of adverti...				Formalized	TÜRKİYE TURİZM TANITIMV 35,39,41

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Brockville Tourism Corporation

122005402 Distinctive/Distinctif: Brockville

Alternate spelling/Variante orthographique:

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2023-09-12

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Data provider information / Information concernant les fournisseurs des données

Data provider / Fournisseur des données	Data Available / Données disponibles	Update intervals / Intervalle de mise à jour	Latest update dates / Dernière mise à jour YYYY/MM/DD	Reference / Référence
Alberta / Alberta (AB)	Trade names/Noms commerciaux	Weekly/Hebdomadaire	2023-09-11	https://www.servicealberta.ca
Alberta / Alberta (AB)	Corporate names/Dénominations de société	Weekly/Hebdomadaire	2023-09-11	https://www.servicealberta.ca
British Columbia / Colombie-Britanique (BC)	Trade names/Noms commerciaux	Daily/Quotidien	2023-09-09	https://www.bcregistry.ca
British Columbia / Colombie-Britanique (BC)	Corporate names/Dénominations de société	Daily/Quotidien	2023-09-09	https://www.bcregistry.ca
Federal / Fédéral (CD)	Corporate names/Dénominations de société	Daily/Quotidien	2023-09-12	https://corporationscanada.ic.gc.ca
Manitoba / Manitoba (MB)	Corporate and trade names/Dénominations de société et noms commerciaux	Monthly/Mensuel	2023-08-21	https://www.gov.mb.ca
New Brunswick / Nouveau-Brunswick (NB)	Corporate and trade names/Dénominations de société et noms commerciaux	Monthly/Mensuel	2023-09-06	https://www2.snb.ca
Newfoundland and Labrador / Terre-Neuve-et-Labrador (NL)	Corporate and trade names/Dénominations de société et noms commerciaux	Monthly/Mensuel	2023-09-01	https://www.gs.gov.nl.ca/registries
Northwest Territories / Territoires du Nord-Ouest (NT)	Trade names/Noms commerciaux	Weekly/Hebdomadaire	2023-08-15	https://www.gov.nt.ca
Northwest Territories / Territoires du Nord-Ouest (NT)	Corporate names/Dénominations de société	Weekly/Hebdomadaire	2023-08-15	https://www.gov.nt.ca
Nova Scotia / Nouvelle-Écosse (NS)	Corporate and trade names/Dénominations de société et noms commerciaux	Daily/Quotidien	2023-09-12	https://www.gov.ns.ca/snsmir/rjsc
Nunavut / Nunavut (NU)	Trade names/Noms commerciaux	Weekly/Hebdomadaire	2023-09-12	https://www.gov.nu.ca/business
Nunavut / Nunavut (NU)	Corporate names/Dénominations de société	Weekly/Hebdomadaire	2023-09-12	https://www.gov.nu.ca/business
Ontario / Ontario (ON)	Trade names/Noms commerciaux	Weekly/Hebdomadaire	2023-09-11	https://www.ontario.ca/business
Ontario / Ontario (ON)	Corporate names/Dénominations de société	Weekly/Hebdomadaire	2023-09-11	https://www.ontario.ca/business
Office of the Superintendent of Financial Institutions / Bureau du surintendant des institutions financières (OSFI)	Corporate names/Dénominations de société	Monthly/Mensuel	2023-09-06	https://www.osfi-bsif.gc.ca
Prince Edward Island / Île-du-Prince-Édouard (PE)	Corporate and trade names/Dénominations de société et noms commerciaux	Weekly/Hebdomadaire	2023-09-07	https://www.princeedwardisland.ca
Quebec / Québec (QC)	Corporate and trade names/Dénominations de société et noms commerciaux	Daily/Quotidien	2023-09-12	https://www.registrentreprises.gouv.qc.ca
Saskatchewan / Saskatchewan (SK)	Corporate and trade names/Dénominations de société et noms commerciaux	Monthly/Mensuel	2023-09-01	https://www.isc.ca
Yukon / Yukon (YT)	Corporate names/Dénominations de société	Daily/Quotidien	2023-09-12	https://yukon.ca/en/doing-business
Trademarks / Marques de commerce (TM)	All registrations and applications, seeds, sections 9s/ Tout les enregistrements et demandes, semences et section 9	Weekly/Hebdomadaire	2023-09-05	https://www.ic.gc.ca/app/opic-cipo/trdmrkssrch

Abbreviation terminology and description / Description et terminologie des abréviations

Abbreviation/Abréviation	English Term	Terme français	Description
Names / Dénominations			
JUR.	Jurisdiction Code	Code d'autorité législative	Place where company or trade name is incorporated or registered / Lieu où l'entreprise ou la dénomination commerciale est constituée ou enregistrée
NO.	Company Number	Numéro de l'entreprise	I.D. number attributed by the authority / Numéro d'identification assigné par l'autorité
DATE	Creation Date	Date de création	Creation date of the company / Date de création de l'entreprise
CITY/VILLE	City	Ville	Place where registered office is situated / Lieu où le siège social est situé
EP	Extra-Provincial Code	Code extra-provincial	Place where the company originates from / Lieu d'origine de l'entreprise
TYPE	Company Type	Type d'entreprise	Business structure of the company / Structure de l'entreprise
STATUS/STATUT	Legal Status	Statut Légal	Current state of the company / État actuel de l'entreprise
STAT. DATE/DATE STAT.	Status Date	Date du statut	Date when status took effect / Date d'entrée en vigueur du statut
BUS./ACT.	Business activity	Secteur d'activité de l'entreprise	Business activity of the company / Secteur d'activité de l'entreprise
Trademark / Marque de commerce			
AP.NO./NO.AP.	Application Number	Numéro d'application	I.D. number attributed by the authority / Numéro d'identification assigné par l'autorité
REG.NO./NO.ENR.	Registration Number	Numéro d'enregistrement	I.D. number attributed by the authority / Numéro d'identification assigné par l'autorité
STATUS/STATUT	Status	Statut	Current state of the trademark / État actuel de la marque de commerce
OWNER / PROPRIÉTAIRE	Owner name	Propriétaire	Name of trademark owner / Nom du propriétaire de la marque de commerce
GOODS/PRODUITS	Goods and Services	Produits et services	Goods and services associated with a trademark / Produits et services associés à une marque de commerce
CLASSES	Nice Class Codes	Codes des classes Nice	Classification codes / Codes de classification
REG.DATE/DATE.ENR	Registration Date	Date d'enregistrement	Date on which a trademark is registered / Date à laquelle la marque de commerce est enregistrée

Reference / Référence

Reference / Référence
Nuans home page / Page d'accueil de Nuans : https://www.nuans.com
Nuans report codes / codes des rapports Nuans : https://www.ic.gc.ca/eic/site/075.nsf/eng/00015.html
NAICS codes / codes SCIAN : https://www.naics.com/search/ (in English only/en anglais seulement)
Office of the Superintendent of Financial Institutions / Bureau du surintendant des institutions financières : https://www.osfi-bsif.gc.ca
Nice class codes / codes classification Nice : English: https://www.wipo.int/classifications/nice/en/index.html French: https://www.wipo.int/classifications/nice/fr/index.html
Registraire des entreprises du Québec : English: https://www.registrentreprises.gouv.qc.ca/en French: https://www.registrentreprises.gouv.qc.ca/

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ONCOPR 319948

**MINUTES OF FIRST DIRECTORS' MEETING
BROCKVILLE TOURISM CORPORATION (the "Corporation")**

MINUTES of an ordinary meeting of the directors of the Corporation held at 1 King Street West, Brockville, Ontario on the _____ day of _____, 2023.

PRESENT:

Matt Wren
Sandra MacDonald
Lynda Ferguson

being all of the directors of the Corporation.

All of the directors being present and having waived or received due notice of the meeting, the meeting was declared to be properly constituted for the transaction of business.

BY-LAW NO. 1

A draft of a proposed By-law No. 1 of the Corporation relating generally to the affairs of the Corporation was submitted to the meeting and discussed.

On motion duly made and seconded and unanimously carried, the following resolution was passed:

BE IT RESOLVED THAT:

1. By-law No. 1 in the form which has been presented to this meeting is hereby enacted as a by-law of the Corporation; and
2. The President and Secretary, when appointed, are hereby authorized and directed to sign the said by-law as so enacted as evidence of the foregoing and to insert the same in the front portion of the minute and record book of the Corporation.

SOLE MEMBER

On motion duly made and seconded and unanimously carried, the following resolution was passed:

BE IT RESOLVED THAT:

In accordance with Section 2.02 of By-Law No. 1, The Corporation of the City of Brockville is hereby admitted as the sole member of the Corporation.

OFFICERS

On motion duly made and seconded and unanimously carried, the following resolution was passed:

BE IT RESOLVED THAT:

The following person(s) be and the same is hereby appointed Chair and Secretary of the Corporation for the ensuing financial year:

Sandra MacDonald Chair

Lynda Ferguson Secretary

BANKING RESOLUTION

On motion duly made and seconded and unanimously carried, the following resolution was passed:

BE IT RESOLVED THAT:

The proper officers of the Corporation be and the same are hereby authorized and directed to execute and deliver to the Corporation's bankers such other banking documents as are requisite or necessary in order to operate an account or accounts with such bankers.

HEAD OFFICE

On motion duly made and seconded and unanimously carried, the following resolution was passed:

BE IT RESOLVED THAT:

The address of the head office of the Corporation within the place specified in the Articles of Incorporation is hereby fixed at 1 King Street West, Brockville, Ontario.

NUMBER OF DIRECTORS

On motion duly made and seconded and unanimously carried, the following resolution was passed:

BE IT RESOLVED THAT:

That the number of directors of the Corporation shall be three (3).

RECORDS

On motion duly made and seconded and unanimously carried, the following resolution was passed:

BE IT RESOLVED THAT:

The address of the location where the Corporation's records shall be kept pursuant to the *Corporations Act*, as amended, is hereby fixed at 1 King Street West, Brockville, Ontario or at such other location as the directors think fit from time to time.

There being no further business, the meeting then terminated.

President:

Secretary:

**RESOLUTION OF THE SOLE MEMBER
OF
BROCKVILLE TOURISM CORPORATION
(the “Corporation”)**

CONFIRMATION OF BY-LAW NO. 1

BE IT RESOLVED THAT:

By-law No. 1, being a by-law relating generally to the affairs of the Corporation, in the form which has been presented to the sole member of the Corporation, is hereby confirmed as a by-law of the Corporation.

NUMBER OF DIRECTORS

BE IT RESOLVED THAT:

Subject to the requirements of the *Not-for-Profit Corporations Act*, the number of directors of the Corporation as of the date of this resolution shall be three (3).

ELECTION OF DIRECTORS

BE IT RESOLVED THAT:

The following persons are hereby elected as Ex-Officio Directors of the Corporation in accordance with Section 4.03 of By-Law No. 1:

Matt Wren, Mayor
Sandra MacDonald, City Manager
Lynda Ferguson, Director of Finance

APPOINTMENT OF SOLE MEMBER

BE IT RESOLVED THAT:

In accordance with Section 2.02 of By-Law No. 1, as of the date of this resolution the following entity is hereby admitted as the sole member of the Corporation:

THE CORPORATION OF THE CITY OF BROCKVILLE

APPOINTMENT OF AUDITORS

BE IT RESOLVED THAT:

_____ are hereby appointed auditors of the Corporation to hold office until the first annual meeting of members at such remuneration as may be fixed by the directors and the directors are hereby authorized to fix such remuneration.

DATED this _____ day of _____, 2023.

THE CORPORATION OF THE
CITY OF BROCKVILLE

Per: _____
Name:
Title:

BY-LAW No. 1**Being a general By-law of****BROCKVILLE TOURISM CORPORATION**

(the "Corporation")

BE IT ENACTED as a By-law relating generally to the conduct of the activities and affairs of the Corporation as follows:

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Section 1
Interpretation

Section 1.01 Definitions. In this By-law, unless the context otherwise requires:

"Act" means the *Not-for-Profit Corporations Act, 2010*, S.O. 2010, c. 15.

"Articles" means the letters patent and supplementary letters patent of the Corporation and includes all articles of incorporation or articles of amendment, amalgamation, continuance, arrangement, dissolution, reorganization, or revival of the Corporation as the same may be restated from time to time.

"Auditor" means the auditor of the Corporation or a Person appointed to conduct a review engagement of the Corporation.

"Board" means the board of the Corporation.

"**By-law**" means this By-law.

"**Chair**" means chair of the Board.

"**City**" means THE CORPORATION OF THE CITY OF BROCKVILLE.

"**City Manager**" means the City Manager of the City, from time to time.

"**City Representative**" means a representative authorized by Council that may be authorized by Council to represent the vote of the City as the sole Member of the Corporation.

"**City Tourism Policies**" has the meaning given in Section 9.02.

"**Corporate Policy**" has the meaning given in Section 9.01.

"**Council**" means the municipal council of the City, from time to time.

"**Director**" means a director of the Board.

"**Director of Finance**" means the Director of Finance of the City, from time to time.

"**Entity**" means a body corporate, a partnership, a trust, a joint venture or an unincorporated association or organization.

"**Ex Officio Director**" shall have meaning set out in Section 4.03.

"**Mayor**" means the Mayor of the City, from time to time.

"**MCIA**" means the *Municipal Conflict of Interest Act*, R.S.O 1990 c. M.50.

"**Member**" means the member of the Corporation.

"**MFIPPA**" means the *Municipal Freedom of Information and Protection of Privacy Act*, RSO 1990, c M 56.

"**Ordinary Resolution**" means a resolution that is submitted to a meeting of the Member of and passed at the meeting, with or without amendment, by the affirmative vote of the Member.

"**Person**" includes any individual or Entity.

"**Recorded Address**" means:

- (a) in the case of the Member, its address as recorded in the register of Members of the Corporation;

- (b) in the case of an officer, Auditor, or member of a committee of the Board, their latest address as recorded in the records of the Corporation; and
- (c) in the case of a Director, his or her latest address as recorded in the most recent notice filed under the Act.

"Special Resolution" means a resolution that is submitted to a special meeting of the Member duly called for the purpose of considering the resolution and passed at the meeting, with or without amendment, by the affirmative vote of the Member.

Section 1.02 Other Definitions. Unless otherwise defined herein, the defined terms set out in the Act have the same meanings as when used in this By-law. For the purposes of this By-law, (a) the words "include", "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein", "hereof", "hereby", "hereto" and "hereunder" refer to this By-law as a whole; (d) whenever the singular is used herein, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate; and (e) whenever the masculine is used herein, the same shall include the feminine, and whenever the feminine is used herein, the same shall include the masculine, where appropriate.

Section 1.03 Reference. Unless the context otherwise requires, references herein: (a) to "**Sections**" mean the sections of this By-law; (b) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (c) to a statute, including the Act, means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Section 1.04 Severability and Precedent. The invalidity or unenforceability of any provision of this By-law shall not affect the validity or enforceability of the remaining provisions of this By-law. If any of the provisions contained in the By-law are inconsistent with those contained in the Articles or the Act, the provisions contained in the Articles or the Act, as the case may be, shall prevail.

Section 2 Membership

Section 2.01 Class. There shall be one (1) class of Members and each Member shall have the right to receive notice of, attend and one (1) vote at meetings of the Members.

Section 2.02 Sole Member. Membership in the Corporation shall only be available to the City, such that the City shall be admitted as the sole Member at the first meeting of the Board.

Section 3 Meetings of Member

Section 3.01 Annual Meetings. The annual meeting of the Member for the election of Directors, consideration of the financial statements, report of the Auditor, reappointment or new appointment of the Auditor for the coming year and for the transaction of such other business as may properly come before the meeting, shall be held at such date, time and place, if any, as shall be determined by the Board and stated in the notice of the meeting.

Section 3.02 Special Meetings. Special meetings of the Member for any purpose or purposes may be called by the Board. The Board shall also call a special meeting of the Member in accordance with the Act on the written requisition of the Member (and such requisition must state the business to be transacted at such special meeting and must be sent to each Director and the registered office of the Corporation). If the Board does not call a meeting within 21 days of receiving the requisition, the Member may call the meeting.

Section 3.03 Adjournments. The chair of a meeting may, with the consent of any meeting of the Member, adjourn the same from time to time and no notice of such adjournment need be given to the Member other than by announcement at the meeting that is adjourned, unless the meeting is adjourned by one or more adjournments for an aggregate of thirty (30) days or more. Any business may be brought before or dealt with at any properly adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.

Section 3.04 Notice of Meetings. Subject to the Act, not less than ten (10) and not more than fifty (50) days written notice of any annual or special Member's meeting shall be given in the manner specified in the Act to the Member, each Director and to the Auditor, as applicable. Notice of any meeting where special business will be transacted must state the nature of that business in sufficient detail to permit an attendee to form a reasoned judgment on the business and state the text of any Special Resolution to be submitted to the meeting. If the meeting of Members is by telephonic or electronic means, the notice of the meeting must include instructions for attending and participating in the meeting by the telephonic or electronic means that will be made available for the meeting, including, if applicable, instructions for voting by such means at the meeting.

Section 3.05 Quorum. The presence of the City Representative on behalf of the City shall constitute a quorum at all meetings of the Member.

Section 3.06 Persons Entitled to Attend. The only Persons entitled to attend a meeting of the Member are the City Representative on behalf of the Member, the Auditor, and others who are entitled or required under any provision of the Act or the Articles or the By-laws of the Corporation to be present at the meeting. Any other Person may be admitted only if invited by the chair of the meeting or with the consent of the Member.

Section 3.07 Electronic Meetings. A meeting of the Members may be held entirely by one or more telephonic or electronic means or by any combination of in-person attendance and by one or more telephonic or electronic means in a way that enables all Persons entitled to attend the meeting to reasonably participate.

Section 3.08 Resolution in Writing of Sole Member. Subject to the provisions of the Act, a resolution in writing signed by the City Representative on behalf of the City as sole Member is as valid as if it had been passed at a meeting of the Member.

Section 3.09 Auditor Appointment. The Auditor for the Corporation, and shall be the same auditor as the City, and the Member shall appoint the Auditor accordingly.

Section 4 Board of Directors

Section 4.01 General Powers. The Board shall manage, or supervise the management of, the activities and affairs of the Corporation.

Section 4.02 Number of Directors. Subject to any minimum and maximum number of Directors permitted by the Articles, the Board shall be comprised of the fixed number as determined from time to time by Special Resolution or, if the Special Resolution empowers the Board to determine the number, by resolution of the Board.

Section 4.03 Ex Officio Directors. Each individual holding the following positions shall serve as Directors by virtue of holding, and for such time that they hold, such position (each an “**Ex Officio Director**”):

- (a) The Mayor;
- (b) The City Manager; and
- (c) The Director of Finance.

Section 4.04 Election and Term of Office. In addition to the Ex Officio Directors, and subject to the total number of Directors that may be fixed from time to time in accordance with Section 4.02, the Member may elect additional Directors at large. Each Director elected pursuant to this Section 4.04 shall be elected for a term expiring not later than the close of **the fourth (4th)** annual meeting of Member following such election. Notwithstanding the forgoing, each Director elected pursuant to this Section 4.04 shall hold office until a successor is duly elected or until the earliest of the Director's death, resignation, disqualification, or removal.

Section 4.05 Vacancies. The office of a Director shall be vacated immediately:

- (a) if the Director resigns office by written notice to the Corporation, which resignation shall be effective at the time it is received by the Corporation or at the time specified in the notice, whichever is later;
- (b) if the Director dies or becomes bankrupt;
- (c) a Director ceases to be qualified in accordance with this By-Law or the Act or Articles;
- (d) if the Director is found to be incapable by a court or incapable of managing property under Ontario law;
- (e) except as prohibited by the Act, if at a meeting of the Member, the Member removes the Director before the expiration of the Director's term of office. A Director subject to such removal is entitled to give the Corporation a statement giving reasons for opposing his or her removal as a Director if a meeting is called for the purpose of removing him or her. The Corporation shall immediately give the Member a copy of the statement; or
- (f) if an individual Director is one of the Ex-Officio Directors, if such individual no longer holds their respective role as the Mayor, the City Manager or the Director of Finance, as applicable.

Section 4.06 Filling Vacancies. A vacancy on the Board shall be filled as follows, and the Directors so elected shall hold office for the remainder of the unexpired term of the Director's predecessor:

- (a) If the vacancy occurs pursuant to any of Section 4.05(a) to Section 4.05(d) inclusive, a quorum of Directors may fill the vacancy.
- (b) If the vacancy occurs pursuant Section 4.05(e), the Member may fill the vacancy by Ordinary Resolution.
- (c) If the vacancy occurs pursuant Section 4.05(f) the subsequent individual who holds the role as Mayor, the City Manager or the Director of Finance, as applicable, shall become an Ex Officio Director.

Section 5 Meetings of Directors

Section 5.01 Regular Meetings. The Board may appoint a day or days in any month or months for regular meetings of the Board at a place and time to be named. A copy of any resolution of the Board fixing the time and place of such regular meetings of the Board shall be sent to each Director immediately after being passed, but no other notice shall be

required for any such regular meeting unless such other notice is required by the Act, including if the purpose of the meeting or the business to be transacted includes:

- (a) submitting to the Member any question or matter requiring the approval of the Member;
- (b) filling a vacancy among the Directors;
- (c) updating the fixed number of Directors (if permitted);
- (d) filling a vacancy in the office of Auditor;
- (e) issuing debt obligations except as authorized by the Board;
- (f) approving any annual financial statements;
- (g) adopting, amending or repealing By-laws; or
- (h) establishing contributions to be made, or dues to be paid, by the Member.

Section 5.02 Calling of Ad Hoc Board Meetings. *Ad hoc* meetings of the Board may be held at such times and at such places as may be determined by the Chair, or at the request of at least two Directors.

Section 5.03 Notice of Board Meetings. Notice of the time and place for the holding of a meeting of the Board, as required, shall be given in the manner provided in Section 11 to every Director at least five (5) days before the time when the meeting is to be held. Notice of a meeting shall not be necessary if (a) all of the Directors are present and none of the Directors objects to holding the meeting; or (b) those Directors who are absent have waived notice of, or otherwise signified their consent to holding, such meeting. Notice of an adjourned meeting of the Board is not required if the time and place of the adjourned meeting is announced at the original meeting. Unless the By-laws otherwise provide, no notice of meeting need specify the purpose or the business to be transacted at the meeting. A notice of meeting of Directors shall specify any matter referred to in Section 5.01(a) through (h) that is to be dealt with at the meeting. If the Directors attend a meeting by telephonic or electronic means, the notice of the meeting must include instructions for attending and participating in the meeting by the telephonic or electronic means that will be made available for the meeting, including, if applicable, instructions for voting by such means at the meeting.

Section 5.04 Telephone or Electronic Meetings. A meeting of Directors may be held entirely by one or more telephonic or electronic means or by any combination of in-person attendance and by one or more telephonic or electronic means provided that all persons attending the meeting are able to communicate with each other simultaneously and instantaneously.

Section 5.05 Adjourned Meetings. Any business may be transacted at an adjourned meeting that might have been transacted at the meeting as originally called.

Section 5.06 Waiver of Notice. Whenever notice to Directors is required by applicable law, the Articles or this By-law, a waiver thereof, in writing signed by the Director entitled to the notice, whether before or after such notice is required, shall be deemed equivalent to notice. Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting except when the Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting was unlawfully called.

Section 5.07 Organization. At each meeting of the Board, the Chair or, in his or her absence, another Director selected by the Board, shall preside as the chair of the meeting. The Secretary shall act as secretary at each meeting of the Board. If the Secretary is absent from any meeting of the Board, the individual presiding as chair of the meeting may appoint any Director to act as secretary of the meeting.

Section 5.08 Quorum of Directors. The presence of **a majority of Directors** then in office shall constitute a quorum for the transaction of business at any meeting of the Board.

Section 5.09 Majority Vote. Each Director shall have one (1) vote. Except as otherwise expressly required by this By-law, the Articles or by applicable law, the vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board. In the case of an equality of votes, the chair of the meeting shall not have a second or casting vote in addition to his or her original vote as a Director.

Section 5.10 Resolutions in Writing. Unless otherwise restricted by the Articles or this By-law, any resolution required or permitted to be passed at any meeting of the Board or of any committee thereof may be taken without a meeting if all Directors or members of such committee, as the case may be, consent thereto in writing or by electronic transmission, and the writings or electronic transmissions are filed with the minutes of proceedings of the Board or committee in accordance with the Act.

Section 5.11 Committees of the Board. Subject to the limitations on delegation set out in the Act, the Board may establish any committee it determines necessary for the execution of the Board's responsibilities, or to act in an advisory capacity to the Board. The Board shall determine the composition and terms of reference for any such committee. The Board may dissolve any committee by resolution at any time.

Section 5.12 Conflicts of Interest.

- (a) A Director or officer who is a party to a material contract or transaction or proposed material contract or transaction with the Corporation or is a director or officer of, or has a material interest in, any Person who is a party to a material contract or transaction or proposed material contract or transaction

with the Corporation shall make the disclosure required by the Act. Except as provided by the Act, no such Director or officer shall attend any part of a meeting of Directors during which the contract or transaction is discussed or vote on any resolution to approve any such contract or transaction, and any resolution approving such contract or transaction must be approved in accordance with the Act.

- (b) Notwithstanding the foregoing Section 5.12(a), the Directors and Officers shall adhere to (i) the MCIA; and (ii) the code of conduct for the City.

Section 5.13 Persons entitled to attend. The only Persons entitled to attend a meeting of Board are the Directors and others who are entitled or required under any provision of the Act or the Articles or the By-laws of the Corporation to be present at a Board meeting. Any other Person may be admitted only if invited by the chair of the meeting or with the majority consent of the Directors that are present at the meeting.

Section 6 Officers

Section 6.01 Appointment of Officers. The Board shall appoint from its Directors a Chair, and may designate additional officers of the Corporation such as a Secretary, Treasurer and any additional offices of the Corporation by resolution of the Board. The Board may appoint officers on an annual or more frequent basis, specify their duties and, subject to the Act, delegate to such officers the power to manage the activities and affairs of the Corporation. A Director may be appointed to any office of the Corporation. An officer must be a Director. Two or more offices may be held by the same individual.

Section 6.02 Description of Offices. The powers and duties of the officers of the Corporation shall be as provided from time to time by resolution of the Board. In the absence of such resolution, the respective officers shall have the powers and shall discharge the duties customarily and usually held and performed by like officers of Corporations similar in organization and business purposes to the Corporation, subject to the control of the Board.

Section 6.03 Term. In the absence of a written agreement to the contrary, the Board may remove, whether for cause or without cause, any officer of the Corporation. Unless so removed, an officer shall hold office until the earliest of the officer's:

- (a) successor being appointed;
- (b) resignation;
- (c) ceasing to be a Director; or

(d) death.

Section 6.04 Vacancy in Office. Should any vacancy occur among the officers, the position shall be filled for the unexpired portion of the term by appointment made by the Board.

Section 7 Protection of Directors and others

Section 7.01 Limitation of Liability. Every Director and officer of the Corporation in exercising his or her powers and discharging his or her duties to the Corporation shall act honestly and in good faith with a view to the best interests of the Corporation and shall exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Subject to the foregoing, no Director or officer shall be liable for the acts, omissions, failures, neglects or defaults of any other Director, officer or employee, or for joining in any act for conformity, or for any loss, damage or expense suffered or incurred by the Corporation through the insufficiency or deficiency of title to any property acquired by the Corporation or for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any Person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by any error of judgment or oversight on his or her part, or for any other loss, damage or misfortune that shall happen in the execution of the duties of his or her office or in relation thereto. Nothing herein shall relieve any Director or officer from the duty to act in accordance with the Act or from liability for any breach thereof.

Section 7.02 Indemnity.

- (a) Subject to Section 7.02(c), the Corporation shall indemnify a Director or officer of the Corporation, a former Director or officer of the Corporation or another individual who acts or acted at the Corporation's request as a director or officer (or an individual acting in a similar capacity) of another Entity, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal, administrative, investigative or other proceeding in which the individual is involved because of that association with the Corporation or other Entity.
- (b) The Corporation shall advance monies to a Director, officer or other individual for the costs, charges and expenses of a proceeding referred to in Section 7.02(a). The individual shall repay the monies if he or she does not fulfill the conditions of Section 7.02(c). Any monies advanced must be first

approved by the City Manager (Risk Management) for review of coverage under the City's policy.

- (c) The Corporation shall not indemnify an individual under in Section 7.02(a). unless he or she (i) acted honestly and in good faith with a view to the best interests of the Corporation or, as the case may be, to the best interests of the other Entity for which he or she acted as a director or officer or in a similar capacity at the Corporation's request; and (ii) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he or she had reasonable grounds for believing that his or her conduct was lawful.
- (d) The Corporation shall also indemnify the individual referred to in in Section 7.02(a) in such other circumstances as the Act or the law permits or requires. Nothing in this By-law shall limit the right of any Person entitled to indemnity to claim indemnity apart from the provisions of this By-law.

Section 8 Freedom of Information

Section 8.01 MFIPPA. The Corporation acknowledges and agrees that it is required to comply with the provisions of MFIPPA as an institution (as that term is defined in MFIPPA. As such:

- (a) The Board shall delegate its powers to the Municipal Clerk of the City to act as head of BTC for the purpose of MFIPPA related requests and for decisions made thereunder, and the Board shall further authorize the Municipal Clerk of the City to delegate such authority to municipal employee(s) under direct supervision as the Municipal Clerk of the City deems expedient; and
- (b) BTC shall comply with all policies or procedures implemented by the City from time to time with respect to MFIPPA and freedom of information and privacy matters.

Section 9 Corporate Policies

Section 9.01 The Board shall approve governance and/or operational policies from time to time (each a “**Corporate Policy**”) in respect of the following:

- (a) The Corporation’s sale and other disposition of land;
- (b) The Corporation’s hiring of employees;

- (c) The Corporation's procurement of goods and services, such policy having regard to the purchasing and procurement policies of the City in effect from time to time that may be applicable to the Corporation; and
- (d) Such other corporate policies at the discretion of the Board from time to time.

Section 9.02 The City may from time to time establish a governance framework for tourism-related decision making, strategic plans, budgets, business plans and policies (collectively the “**City Tourism Policies**”). The Corporation agrees to abide by and implement any City Tourism Policies within the governance and operations of the Corporation, including by implementing applicable updates to any Corporate Policies.

Section 10 Borrowing

Section 10.01 Notwithstanding the borrowing powers of the Directors on behalf of the Corporation pursuant to s.85(1) of the Act, such powers may be restricted in accordance with any agreement between the Member and the Corporation.

Section 11 Notice

Section 11.01 Any notice (which term includes any communication or document) to be given (which term includes sent, delivered or served) under the Act, the Articles, the By-laws or otherwise to the Member, a Director, an officer, a member of a committee of the Board, or to the Auditor shall be sufficiently given if:

- (a) delivered personally to the Person to whom it is to be given or delivered to such Person's address as shown in the records of the Corporation. Such notice is deemed to be delivered once delivered personally;
- (b) mailed to such Person at such Person's Recorded Address by prepaid ordinary or air mail. Such notice is deemed to have been received after the fifth day it was sent; or
- (c) sent to such Person by electronic means to the last known email address on the Corporation's books and records. Such notice shall be deemed to have been given when dispatched or delivered to the appropriate communication company or agency or its representative for dispatch provided that no message failure response is received by the sender.

Section 11.02 Updates. The Secretary may change or cause to be changed the Recorded Address of the Member, a Director, an officer, a member of a committee, or the

Auditor in accordance with any information believed by the Secretary to be reliable. The declaration by the Secretary that notice has been given under this By-law shall be sufficient and conclusive evidence of the giving of such notice in the absence of evidence to the contrary. The signature of any Director or officer of the Corporation to any notice or other document to be given by the Corporation may be written, stamped, typewritten or printed.

Section 11.03 Omissions and Errors. The accidental omission to give any notice to the Member, a Director, an officer, a member of a committee of the Board, or the Auditor, where in respect of the non-receipt of any notice by any such Person (where the Corporation has provided notice in accordance with this By-law), or any error in any notice not affecting its substance, shall not invalidate any action taken at any meeting to which the notice pertained or otherwise founded on such notice.

Section 12 Financial and Execution of Documents

Section 12.01 Financial Year. The financial year of the Corporation shall be December 31 each year.

Section 12.02 Execution of Documents. Deeds, transfers, assignments, contracts, obligations and other instruments in writing requiring execution by the Corporation, including cheques, may be signed by: **(i) any two Directors; or (ii) any two officers of the Corporation.** In addition, the Board may from time to time direct the manner in which and the individual by whom a particular document or type of document shall be executed. Any such individual with signing authority may certify a copy of any instrument, resolution, by-law or other document of the Corporation to be a true copy.

Section 12.03 Banking Arrangements. The banking business of the Corporation shall be transacted at such bank, trust company, credit union, caisse populaire or other firm or corporation carrying on a banking business in Canada or elsewhere as the Board may designate, appoint or authorize from time to time by resolution. The banking business or any part of it shall be transacted by the Treasurer or such officer of the Corporation or other Person as the Board may by resolution from time to time designate, direct or authorize.

Section 13 Amendment and Repeal

Section 13.01 Amendment. Subject to the Articles and the Act, the Board may, by resolution, make, amend or repeal any by-laws. Any such by-law, amendment or repeal shall be effective from the date of the resolution of the Board until the next meeting of the Member where it may be confirmed, rejected or amended by the Member. If the by-law, amendment or repeal is confirmed or confirmed as amended by the Member, it remains effective in the form in which it was confirmed. The by-law, amendment or repeal ceases

to have effect if it is not submitted to the Member at the next meeting of the Member or if it is rejected by the Member at the meeting of the Member at which the by-law, amendment or repeal is submitted to the Member for approval. If a by-law, amendment or repeal ceases to have effect, a subsequent resolution of the Board that has substantially the same purpose or effect is not effective until it is confirmed or confirmed as amended by the Member.

THE OFFICERS BELOW hereby certify the enactment of this By-law in accordance with the terms herein:

Effective date: _____

Name: SANDRA MACDONALD

Title: Chair

Name: LYNDA FERGUSON

Title: Secretary

CONSENT TO ACT AS A DIRECTOR

TO: BROCKVILLE TOURISM CORPORATION (the "**Corporation**")

I, the undersigned, hereby consent to act as a director of the Corporation as of my date of election on _____. My consent will continue to be effective until I am no longer a director of the Corporation.

I hereby acknowledge that I am not disqualified from acting as a director of the Corporation, and without limiting the forgoing:

- I am an individual;
- I am a person who is 18 years of age or older;
- I am a person who does not have the status of bankrupt; and
- I am a person who has not been found, under the laws of Ontario, to be unable to manage my property or declared incapable by any court in a jurisdiction outside Canada.

If I become disqualified to act as a director, I will notify the Corporation accordingly.

I hereby consent to participate in board of directors' meetings or committee meetings by telephone or by electronic means. I acknowledge that I will be deemed to be present at a board meeting or committee meeting if I participate in such meetings by telephone or by electronic means.

Notices to be delivered by the Corporation to me in my capacity as a director of the Corporation can be sent to the following address:

1 King Street West
Brockville, Ontario K6V 7A5

I agree to notify the Corporation of any change in my address no later than 15 days from the date of such change. This document may be executed by any electronic means, including by email, portable document format (PDF) and DocuSign, which when so executed and delivered shall be an original.

Dated this _____ day of _____, 2023.

MATT WREN

CONSENT TO ACT AS A DIRECTOR

TO: BROCKVILLE TOURISM CORPORATION (the "**Corporation**")

I, the undersigned, hereby consent to act as a director of the Corporation as of my date of election on _____. My consent will continue to be effective until I am no longer a director of the Corporation.

I hereby acknowledge that I am not disqualified from acting as a director of the Corporation, and without limiting the forgoing:

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- I am a person who is 18 years of age or older;
- I am a person who does not have the status of bankrupt; and
- I am a person who has not been found, under the laws of Ontario, to be unable to manage my property or declared incapable by any court in a jurisdiction outside Canada.

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I agree to notify the Corporation of any change in my address no later than 15 days from the date of such change. This document may be executed by any electronic means, including by email, portable document format (PDF) and DocuSign, which when so executed and delivered shall be an original.

Dated this _____ day of _____, 2023.

SANDRA MACDONALD

CONSENT TO ACT AS A DIRECTOR

TO: BROCKVILLE TOURISM CORPORATION (the "**Corporation**")

I, the undersigned, hereby consent to act as a director of the Corporation as of my date of election on _____. My consent will continue to be effective until I am no longer a director of the Corporation.

I hereby acknowledge that I am not disqualified from acting as a director of the Corporation, and without limiting the forgoing:

- I am an individual;
- I am a person who is 18 years of age or older;
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- I am a person who has not been found, under the laws of Ontario, to be unable to manage my property or declared incapable by any court in a jurisdiction outside Canada.

If I become disqualified to act as a director, I will notify the Corporation accordingly.

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I agree to notify the Corporation of any change in my address no later than 15 days from the date of such change. This document may be executed by any electronic means, including by email, portable document format (PDF) and DocuSign, which when so executed and delivered shall be an original.

Dated this _____ day of _____, 2023.

LYNDA FERGUSON

MEMBERS REGISTER

Corporation: BROCKVILLE TOURISM CORPORATION

DIRECTORS' REGISTER

Corporation: BROCKVILLE TOURISM CORPORATION

OFFICERS' REGISTER

Corporation: BROCKVILLE TOURISM CORPORATION

REAL PROPERTY INTERESTS IN ONTARIO LAND REGISTER

Corporation: BROCKVILLE TOURISM CORPORATION

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “**Agreement**”) is effective this _____ day of _____, 2023 (the “**Effective Date**”) by and between:

BROCKVILLE TOURISM CORPORATION, a not-for-profit corporation incorporated pursuant to the laws of the Province of Ontario (“**BTC**”)

-and-

THE CORPORATION OF THE CITY OF BROCKVILLE
(the “**City**”, together with BTC the “**Parties**”, and each a “**Party**”)

RECITALS

- A. WHEREAS** the City is a municipal corporation;
- B. AND WHEREAS** BTC is a municipal services corporation incorporated pursuant to Ontario Regulation 599/06 (the “**MCS Regulation**”) made pursuant to the Municipal Act, 2001, SO 2001, c 25 (the “**Municipal Act**”);
- C. AND WHEREAS** the City and BTC seek to work together to promote tourism in the geographic region of the City of Brockville;
- D. AND WHEREAS** the City and BTC seek to establish a framework governing their relationship to achieve the forgoing;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledges, the Parties hereby agree as follows:

SECTION 1 INTERPRETATION

- 1.1 In this Agreement,
 - (a) “**Agreement**” has the meaning set out above the recitals;
 - (b) “**Applicable Law**” means any law, statute, code, ordinance, decree, regulation, municipal by-law, judicial or arbitral or administrative or ministerial or departmental or regulatory judgment, order, decision, ruling or award or any provision of the foregoing, and any principle of common law, civil law or equity, binding on or affecting the person referred to in the context;
 - (c) “**BTC Articles**” mean the articles of incorporation of BTC as they may be amended from time to time;

- (d) “**BTC**” has the meaning set out above the recitals;
- (e) “**BTC Board**” means the board of directors of BTC;
- (f) “**BTC Budget**” means the annual budget of BTC required to be presented to the City and approved by the City;
- (g) “**City**” has the meaning set out above the recitals;
- (h) “**City Assistance**” has the meaning set out in Section 3.3 herein;
- (i) “**Confidential Information**” has the meaning given that term in section 10.1(a);
- (j) “**Council**” means the municipal council of the City;
- (k) “**Effective Date**” has the meaning first above written;
- (l) “**Eligible Tourism Entity**” means an “eligible tourism entity” as that term is defined in the MAT Regulation;
- (m) “**Guiding Principles**” has the meaning set out in section 2.2(f);
- (n) “**IP Rights**” means any and all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
- (o) “**MAT Fees**” has the meaning set out in Section 3.1 herein;
- (p) “**MAT Regulation**” means Ontario Regulation 435/17 made pursuant to the Municipal Act;
- (q) “**Mayor**” means the mayor of the City;
- (r) “**MCOIA**” means the *Municipal Conflict of Interest Act*, RSO 1990, c M 50;
- (s) “**MCS Regulation**” has the meaning set out in the recitals;
- (t) “**Municipal Act**” has the meaning set out in the recitals;
- (u) “**Parties**” and “**Party**” have the meaning set out above the recitals;
- (v) “**Permitted Purpose**” has the meaning given that term in section 10.1(a);
- (w) “**Purposes**” mean the purposes of BTC as are described in the BTC Articles;
- (x) “**Territory**” means the geographic region of the City of Brockville; and
- (y) “**Tourism Promotion Services**” has the meaning set out in Section 2.1 herein.

1.2 For purposes of this Agreement,

- (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation";
- (b) the word "or" is not exclusive;
- (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole;
- (d) whenever the singular is used herein, the same includes the plural, and vice versa, where appropriate;
- (e) any reference to gender includes all genders;
- (f) all references in this Agreement to any statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder; and
- (g) the headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

1.3 The following schedules form part of this Agreement, and may be updated from time to time by the City on thirty (30) days notice to BTC:

SCHEDULE A	GUIDING PRINCIPALS
SCHEDULE B	OTHER REVENUE SOURCES
SCHEDULE C	ACCOUNTABILITY AND REPORTING REQUIREMENTS
SCHEDULE D	FINANCIAL RESTRICTIONS

SECTION 2 TOURISM PROMOTION SERVICES

- 2.1 BTC shall promote tourism in the Territory in accordance with its Purposes and the requirements of this Agreement (collectively the "**Tourism Promotion Services**").
- 2.2 In carrying out the Tourism Promotion Services, BTC:
 - (a) shall provide services in accordance with best industry practices and Applicable Law in a professional and expeditious manner;
 - (b) will furnish, at its own expense, the equipment, supplies, tools and other materials used to provide the Tourism Promotion Services;
 - (c) shall make itself available for consultation with the City at such times and places as are required by the City;
 - (d) may only operate within the Territory;
 - (e) is limited to providing Tourism Promotion Services to the owners or members of the BTC, the sole member of BTC being the City; and
 - (f) shall comply with the guiding principles described in **SCHEDULE A** hereto (the "**Guiding Principles**").

SECTION 3 REVENUE AND ASSISTANCE

- 3.1 Pursuant to the MAT Regulation, the City has imposed a tax in respect of the purchase of transient accommodation in the City and the City must make one or more payments to one or more Eligible Tourism Entities, the total of which must be at least equal to the amount determined in accordance with the MAT Regulation (collectively the “**MAT Fees**”). The Parties agree as follows with respect to the MAT Fees provided to BTC:
 - (a) The City **shall**, on an annual basis, fund the BTC with MAT Fees in the amounts and on an installment schedule determined by the City in the City’s sole discretion;
 - (b) the deadline for paying such MAT Fees to BTC in respect of a fiscal year of the City is sixty (60) days after the end of the fiscal year of the City; and
 - (c) the Parties acknowledge and agree that the MAT Fees provided to BTC represent a funding arrangement between the City and BTC and not a fee for service arrangement.
- 3.2 Subject to the MSC Regulation, the City **may**, in the City’s sole discretion, provide BTC with certain assistance in respect of: (i) the giving, lending or selling any property of a municipality, including money; (ii) guaranteeing borrowing; and (iii) providing the services of employees of or persons under contract of the City (collectively the “**City Assistance**”) for the purposes of facilitating BTC’s provision of Tourism Promotion Services. Expenses (calculated on a cost recovery basis) associated with such City Assistance shall be at the expense of BTC unless otherwise agreed upon in writing by the Parties.
- 3.3 In addition to the MAT Fees and the City Assistance, BTC **may**, in accordance with this Agreement and Applicable Law, generate or seek out its own revenue sources to support the Tourism Promotion Services in accordance with **SCHEDULE B** hereto.

SECTION 4 ACCOUNTABILITY AND REPORTING REQUIREMENTS

- 4.1 BTC shall be accountable to the City for the use of revenue received hereunder and shall do all such things, take all such actions, and make and/or approve all such budgets and reports as set out in **SCHEDULE C** hereto.

SECTION 5 FINANCIAL RESTRICTIONS

- 5.1 BTC shall be subject to the financial restrictions described in **SCHEDULE D** hereto.

SECTION 6 THIRD PARTY COMMUNICATIONS

- 6.1 BTC shall not indicate to third parties that it represents the interests, positions, resolutions or perspectives of the City or Council, unless expressly authorized in writing by the City to do so.
- 6.2 In the event that BTC seeks to formally communicate with any level of government or regulatory body with respect to a matter that may impact the City, BTC shall provide prior written notice to the City of such communication.

SECTION 7 INTELLECTUAL PROPERTY

- 7.1 The Parties acknowledge that the City owns the City's corporate name, logos, marketing plans and promotional materials and all IP Rights associated therewith (the "**Brockville Marketing IP**").
- 7.2 All work product created by BTC in connection with the Tourism Promotion Services and all IP Rights therein, including the development of any updates to the Brockville Marketing IP (collectively the "**Developments**") shall be owned by the City. BTC does hereby irrevocably assign and transfer to the City all of its worldwide right, title and interest in and to the Developments. BTC irrevocably and unconditionally waives in favour of the City any and all other rights that are not assignable in the Developments, including waiver of all moral rights. BTC agrees to deliver promptly to the City, upon the City's request and in the form and manner reasonably prescribed by the City, all written instruments and documentation relating to the Developments, and to do such other acts as are deemed reasonably necessary or useful by the City to confirm and/or give effect to the foregoing. BTC represents, warrants and covenants that any Developments are and shall be original works that do not infringe the rights of third parties and can be validly assigned to the City.
- 7.3 For the term of this Agreement, the City hereby provides BTC a limited, revocable, royalty-free, non-transferable, license to the Brockville Marketing IP and any Developments thereto for the following permitted uses:
 - (a) To the extent reasonably necessary for BTC to conduct the Tourism Promotion Services;
 - (b) For BTC to include the name of "Brockville" in its corporate name of "Brockville Tourism Corporation"; and
 - (c) For BTC to register a domain name and social media handles in the name of "Brockville Tourism Corporation".
- 7.4 Notwithstanding the license described in section 7.3, BTC acknowledges as follows with respect to limitations on such license and quality control measures that apply:
 - (a) BTC shall, at all times, conduct its business and perform the Tourism Promotion Services in such a manner consistent to preserve the quality standards and reputation of the City. All Tourism Promotion Services provided by BTC in association with the Brockville Marketing IP and any Developments thereto shall comply with all Applicable Laws and standards as may be prescribed by the City either in writing or otherwise, and shall be of such nature and quality as to ensure the preservation and enhancement of the reputation of the City. BTC shall not conduct its business or perform the Tourism Promotion Services in any manner which does or is reasonably likely to bring the reputation of the City into disrepute or to fall below the quality standards of the City.

- (b) BTC shall comply with the City's guidelines and specifications regarding the style, appearance, and usage of the Brockville Marketing IP and any Developments thereto.
 - (c) BTC accepts that its use of the Brockville Marketing IP and any Developments thereto is at all times under the control of the City and BTC shall co-operate with the City to facilitate the exercise of such control by the City. For the purpose of monitoring BTC's compliance with the City's quality standards and usage requirements, at the City's reasonable request: (i) The City may inspect BTC's facilities and business operations, on reasonable notice and during normal business hours; and (ii) BTC shall submit to the City representative samples of use of any Brockville Marketing IP and any Developments.
 - (d) The City reserves the right to require, at any time, that: (i) any proposed use by BTC of the Brockville Marketing IP and any Developments be pre-approved by the City; and (ii) BTC discontinue any use of Brockville Marketing IP and any Developments at any time.
- 7.5 The City reserves all rights to apply for and register any Brockville Marketing IP and any Developments thereto in any intellectual property office or governmental registry globally.

SECTION 8 INSURANCE AND INDEMNIFICATION

- 8.1 The Parties acknowledge that as the sole member of BTC, the operations of the BTC fall under the City's insurance policies. The City shall list the BTC as additionally insured on its policies, as applicable, and any costs associated with adding or maintaining BTC as an additional insured or costs of the payment of deductibles in the event of a claim is the responsibility of the BTC.
- 8.2 BTC shall indemnify and hold harmless the City against all claims, demands, suits, liabilities, losses, costs, expenses, damages or penalties incurred by the City as a result of BTC's: (i) negligence; (ii) willful misconduct; (iii) breach of this Agreement; or (iv) violation of Applicable Law. For certainty, this section 8.2 **only applies** to the extent that such claims, demands, suits, liabilities, losses, costs, expenses, damages or penalties incurred by the City are not covered by a City insurance policy.

SECTION 9 TERM AND TERMINATION

- 9.1 This Agreement is effective from the Effective Date until such time as:
 - (a) BTC has been dissolved;
 - (b) the City terminates this Agreement in accordance with section 9.2 or section 9.3; or
 - (c) the Parties mutually agree in writing to terminate this Agreement.
- 9.2 The City may, at its sole discretion for convenience, upon the resolution of Council, terminate this Agreement by giving BTC **one-hundred and eighty (180) days'** written notice of termination.

- 9.3 The City may, upon the resolution of Council, terminate this Agreement by giving notice to BTC of a breach by BTC of the obligations, terms or conditions of this Agreement, provided that BTC shall have **30 days to remedy such breach** before such termination takes effect.
- 9.4 Upon termination of this Agreement for any reason:
- (a) The City shall work with BTC to ensure that any financial commitments made by BTC pursuant to the BTC Budget for the year in which the termination occurs are properly addressed;
 - (b) any unspent amounts which BTC received from the City (including MAT Fees) shall become immediately due and payable in full to the City;
 - (c) any assets owned by the City and used or leased to BTC shall be returned to the City, including any Confidential Information, Brockville Marketing IP or Developments thereto; and
 - (d) Unless already dissolved, and unless otherwise agreed upon in writing by the Parties, BTC shall be dissolved in accordance with Applicable Law and the BTC Articles.

SECTION 10 GENERAL

10.1 **Confidentiality.**

- (a) For the purposes of this Agreement, “**Confidential Information**” means non-public information of the City that is disclosed to BTC in any manner and/or by any media, whether oral, visual or in tangible form, and all intellectual property rights therein, including, without limitation (i) information in connection with the operations, affairs, or management of the City; and (ii) this Agreement. For certainty, Confidential Information does not include information which (i) was previously known to BTC prior to disclosure by the City; (ii) becomes known to BTC from a third party who has the rights to disclose such information; (iii) is publicly available at the time of disclosure to BTC; or (iv) becomes publicly available through no fault of BTC.
- (b) BTC shall not, at any time, (i) use any Confidential Information for any purpose other than performing its covenants or enforcing its rights pursuant to this Agreement (the “**Permitted Purpose**”); or (ii) disclose any Confidential Information to any person or entity except BTC’s employees, officers, directors, solicitors, accountants, advisors and representatives who reasonably have a need to know such information for the Permitted purpose or to comply with Applicable Law. BTC shall return any Confidential Information to the City and/or destroy any Confidential Information in its possession, on request of the City.

10.2 **Assignment.** Neither Party may assign this Agreement in whole or in part without the prior written consent of the other Party.

- 10.3 **Subcontracting.** BTC may subcontract for services in the course of providing the Tourism Promotion Services, provided that:
- (a) BTC shall notify the City of any third party it intends to subcontract with;
 - (b) Subcontractors will be required to provide a certificate of insurance as directed by the City; and
 - (c) The City reserves the right at all times to require that BTC not contract and/or cease contracting with any subcontractor in the City's sole discretion.
- 10.4 **Amendment.** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party, provided that the City may amend any of the schedules to this Agreement upon providing not less than thirty (30) days' notice in writing to BTC.
- 10.5 **Waiver.** No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver of a breach by a Party under this Agreement shall constitute an amendment or consent to or waiver of any other provision or different or subsequent breach thereof.
- 10.6 **Applicable Law.** This Agreement shall be construed, interpreted and applied in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 10.7 **Entire Agreement.** This Agreement, together with the schedules hereto and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- 10.8 **Notice.** Any notice or other communication required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made by one Party to the other if (i) sent by registered or certified mail to the addresses identified below; or (ii) sent by electronic means of sending messages, including facsimile transmission or email to the addresses set out below:

BTC:

Attention: Lynda Ferguson, Secretary of BTC Board
Email: lferguson@brockville.com
Address: 1 King Street West, Brockville, Ontario, K6V 7A5

City:

Attention: Sandra MacDonald, City Manager/City Clerk
Email: smacdonald@brockville.com
Address: 1 King Street West, Brockville, Ontario, K6V 7A5

Each notice sent in accordance with this section shall be deemed to have been received: (i) on the day it was delivered; or (ii) if an electronic communication, on day of transmittal thereof if given during a normal business day and business hours of the recipient, or if not given during a normal business day and business hours of the recipient on the next business day when the recipient resumes business, provided there is no delivery failure notice received by the sender. The above addresses may be updated by notice in writing from one Party to the other.

- 10.9 **Relationship.** Nothing contained in this Agreement shall be construed to imply a joint venture, partnership, or agency relationship between the Parties. Nothing contained in this Agreement shall be construed to imply any exclusivity of BTC with respect to the Tourism Promotion Services or as an Eligible Tourism Entity.
- 10.10 **Severability.** In case any one or more of the provisions or part of a provision contained in this Agreement shall, for any reason, be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid or unenforceable provision or part of a provision had never been contained herein.
- 10.11 **Enurement.** This Agreement and the covenants and obligations contained herein shall enure to the benefit of the Parties successors and permitted assigns.
- 10.12 **Counterparts.** This Agreement may be executed in counterparts and may be executed and delivered by any electronic means, including by email, portable document format (PDF), or other digital means, which when so executed and delivered shall be an original, and all such counterparts together constitute one and the same agreement.

The Parties hereby execute and deliver this Agreement as of the Effective Date.

**BROCKVILLE TOURISM
CORPORATION**

per: _____

Name:

Title:

**THE CORPORATION OF THE CITY
OF BROCKVILLE**

per: _____

Name:

Title:

**SCHEDULE A
GUIDING PRINCIPALS**

1. BTC shall be guided by the following principles, which function as guideposts in future decision-making throughout BTC's lifecycle irrespective of any changes in leadership, goals, strategies and activities:
 - a. BTC will take a leadership role in promoting and marketing the City of Brockville as a leading destination for tourism, leisure and business travel with an emphasis on promoting overnight stays.
 - b. BTC will be a supportive partner to the Brockville & District Chamber of Commerce, DBIA, County of Leeds and Grenville, Regional Tourism Organization(s), and other business, government and not-for-profit organization in delivering programming that attracts greater spending and investments in Brockville. BTC will ensure its work is complementary to work done by others.
 - c. Accommodation partners, tourism attractions and affiliated service providers have significant insight and expertise and will be considered and consulted.
 - d. BTC will undertake its work based on an objective decision-making process that is accountable and transparent, resulting in city-wide benefits.
 - e. BTC will develop and implement tourism marketing strategies that reflect Brockville's unique character, its cultural and built heritage, diverse communities, social and cultural traditions, recreational and sports assets and business development opportunities.

SCHEDULE B
OTHER REVENUE SOURCES

1. BTC may generate or seek out its own revenue sources to support the Tourism Promotion Services from the following sources:
 - (a) Corporate sponsorship;
 - (b) Donations;
 - (c) Project-based or general marketing relationships with other organizations;
 - (d) Government grants;
 - (e) Revenue-generating projects;
 - (f) Loans that may be approved in writing from time to time by the City in the sole discretion of the City;
 - (g) Investments that may be approved in writing from time to time by the City in the sole discretion of the City; and
 - (h) Other means or sources that may be approved in writing from time to time by the City in the sole discretion of the City.

SCHEDULE C ACCOUNTABILITY AND REPORTING REQUIREMENTS

BTC Budget

1. The creation and management of an annual operating budget (and where applicable, capital budget) will be the responsibility of the BTC Board for provision to the City (through the City Clerk for distribution to Council) provided that each such budget shall be subject to the approval of Council.
2. Each BTC Budget shall be submitted as part of the City's annual budget approval process by no later than **October 31** of each year for consideration and approval by Council (with or without modifications as part of the City's annual budget process).
3. Once approved by Council, the BTC Budget for that year may only be revised with the express consent of Council.

Audits

4. BTC shall be subject to audit as required by the City for any purpose including to ensure that amounts paid to BTC by the City are used for the exclusive purpose of the Tourism Promotion Services.
5. The designated auditor will be the same auditor as that of the City.

BTC Business Plans

6. The creation and management of business plans will be the responsibility of the BTC Board.
7. As part of the City's annual budget approval process, the BTC Board will provide Council (through the City Clerk for distribution to Council) by no later than **October 31** of each year with a multi-year business plan (provided that BTC must only provide notice of any amendments to such plan if the multi-year business plan is to be updated).
8. Each business plan will include BTC's strategic objectives, priorities and business objectives, and performance metrics for monitoring progress and accomplishments.

BTC Branding Strategy

9. BTC shall develop a branding strategy and marketing plan within 2 years of the Effective Date.

BTC Annual and other Reporting

10. BTC shall submit to Council an annual report including:
 - a. results of operations including information regarding major business development activities and accomplishments; and
 - b. audited financial statements prepared in a form acceptable to the City Treasurer.

11. BTC shall report to Council as and when reasonably directed by Council.
12. BTC shall make available all corporate finance related documents, information, and electronic files to the City Treasurer or his or her designate.
13. BTC shall identify proposed financial partners for approval by Council in its annual report and/or the BTC Budget.

**SCHEDULE D
FINANCIAL RESTRICTIONS**

1. Without the prior written approval of the City, BTC shall not:
 - a. make expenditures out of revenues generated by the MAT Fees or other funds provided by the City unless such expenditures are included in BTC Budget approved by the City; or
 - b. incur any indebtedness unless such indebtedness is included in BTC Budget approved by the City.



CITY OF BROCKVILLE

JOB DESCRIPTION

POSITION: **Tourism Marketing Coordinator**

DEPARTMENT: **Administration**

REPORTS TO: **Manager, Cultural Services**

PURPOSE AND SCOPE:

Supporting destination marketing and destination development in Brockville, the Tourism Marketing Coordinator is responsible for leading the implementation of the annual marketing plan and budget. The Tourism Marketing Coordinator will collaborate with the Tourism Development Coordinator and Visitor Services Coordinator to implement marketing strategies and initiatives outlined in the marketing plan. This role is responsible for coordinating media and advertising campaigns, working with agencies and vendors as well as working closely with tourism business operators and community partners. The Coordinator requires a creative mindset, video production and editing skills, excellent written communication skills and a passion for tourism and destination marketing. This position reports to the Manager, Cultural Services.

DUTIES AND RESPONSIBILITIES:

- Assist in the development and implementation of a Tourism Master Plan, Tourism Management/Sustainability Plan and Tourism Marketing Plan.
- Assist in the creation of the annual work plan and budget.
- Lead tourism marketing activities and projects on behalf of the City of Brockville.
- Collaborating with Cultural Services staff to execute marketing strategies and initiatives outlined in the marketing plan.
- Managing, enhancing and overseeing all Tourism Brockville consumer facing properties – brand, website, social media, collateral, content, etc.
- Create engaging content for social media platforms to attract and engage visitors, aligning with the overall marketing direction set by Cultural Services and the Brockville Tourism Corporation.
- Design, produce and edit videos that showcase the city's attractions, events and tourism products in line with brand guidelines.
- Write compelling and informative posts that highlight local businesses, events and attractions, following brand messaging and tone of voice.
- Collaborate with tourism industry stakeholders and businesses to generate new content ideas and partnerships for social media campaigns, giveaways and storytelling; foster collaborations with other destinations as well as Destination Ontario and Destination Canada.

- Stay updated on industry trends, digital marketing strategies and emerging social media platforms to provide valuable insights and contribute to the overall marketing efforts.
- Liaise with the City's Tourism Advisory Committee.
- Promote and attend local events, setting up tourism booths and tents, servicing visitors and creating content to capture the experience.
- Develop program goals, objectives and KPIs; prepare regular reports on social media performance, campaign effectiveness and visitor engagement metrics to support the evaluation and decision-making process.

Note: *Above duties are representative of a typical position and are not to be construed as all-inclusive.*

EDUCATION/SPECIALIZED TRAINING/SKILLS:

Essential (Minimum) Qualifications:

- Post secondary education in Marketing, Communications, Business or Tourism.
- A minimum of 3 years' experience in a marketing role.
- Proficient in video production and editing with experience creating compelling content for social media platforms.
- Excellent written communication skills with the ability to write engaging and persuasive copy for social media posts and other marketing materials.
- Strong understanding of social media platforms, analytics and best practices for growing and engaging audiences.
- Ability to work flexible hours including weekends and evenings (when needed) to attend events and capture content.
- Proactive, creative thinker with a demonstrated ability to generate innovative ideas and collaborate with diverse stakeholders.
- Familiarity with destination marketing organizations and the ability to foster collaborations with industry partners.
- Ability to travel occasionally and hold a passport (or ability to obtain a passport).
- Class G Driver's License and regular access to a vehicle

WORK EXPERIENCE:

Essential (Minimum) Qualifications:

- Proven experience in marketing, preferably within the tourism industry, with a track record of successfully activating brands and engaging target audiences.
- Experience managing social media accounts and engaging with followers, including responding to comments and messages in a timely manner.
- Strong organizational skills and the ability to prioritize tasks effectively.
- Experience publishing paid social media advertising and executing email marketing campaigns.
- Strong budget and financial management skills and experience
- Innovative thinker.
- Experience managing projects, contractors and staff.
- Ability to foster and maintain strong relationships.
- Able to deal with rapidly changing priorities and business circumstances.

WORK ENVIRONMENT:

Working in an office environment with frequent interruptions, a high degree of discretion must be used due to the confidentiality of work. Duties may require the use of a personal or company vehicle for business travel purposes.

The foregoing is intended to outline a general description of duties and responsibilities for this position. It is not intended, nor should it be interpreted as a complete description. The City of Brockville reserves the right to amend this position description at any time.



CITY OF BROCKVILLE

JOB DESCRIPTION

POSITION: **Tourism Development Coordinator**

DEPARTMENT: **Administration**

REPORTS TO: **Manager, Cultural Services**

PURPOSE AND SCOPE:

The Tourism Development Coordinator works to bring new or expanded and innovative tourism products, experiences and services to the market to attract outside visitation to the City of Brockville. The Tourism Development Coordinator will work closely with entrepreneurs, stakeholders and investors to identify tourism opportunities and connect interested parties to resources including training, marketing, business planning, land development, grants and more. The Tourism Development Coordinator will lead event attraction initiatives and work with local event coordinators in Brockville and the region. This role is responsible for leading the development of the Tourism Master Plan and Tourism Management/Sustainability Plan and coordinate with the Tourism Marketing Coordinator, Visitor Services, the Cultural Services Team and stakeholders to implement development initiatives outlined in the Tourism Master Plan. This position reports to the Manager, Cultural Services.

DUTIES AND RESPONSIBILITIES:

- Assist in the development and implementation of a Tourism Master Plan, Tourism Management/Sustainability Plan and Tourism Marketing Plan.
- Assist in the creation of the annual work plan and budget.
- Building and maintaining relationships with key stakeholders, including local and provincial government, tourism industry associations, community organizations, tourism businesses and other City Departments.
- Collaborating with stakeholders to gather insights, align interests and ensure program success.
- Lead a resident focused advocacy and awareness program including expanding the awareness of and participation in a visitor-facing employees and residents with the knowledge, tools and resources they need to be ambassadors for the city.
- Development and implementation of a tourism program whose purpose is to assist the development of tourism entrepreneurs and their product/experience.
- Lead meetings with entrepreneurs and investors on tourism programming and experience development opportunities.
- Research and identify programs and grants that can be accessed by tourism businesses in our region.

- Lead event attraction initiatives and work with local event coordinators in Brockville and region.
- Ensure all market ready tourism experiences are identified on the website and included in marketing programs.
- Conduct, gather and utilize client, industry, market research and intelligence.
- Identify and attend travel tradeshows showcasing our city and region and highlighting market-ready tourism experiences.
- Stay up to date on industry and tourism-based trends.
- Liaise with the City's Tourism Advisory Committee.
- Develop program goals, objectives and KPIs; prepare regular reports on investment, programming and development opportunities to support the evaluation and decision-making process.

Note: Above duties are representative of a typical position and are not to be construed as all-inclusive.

EDUCATION/SPECIALIZED TRAINING/SKILLS:

Essential (Minimum) Qualifications:

- Post secondary education in business management, economic development, or tourism is preferred.
- A minimum of 3 years' experience in business development and/or investment, economic development, or a tourism organization.
- Strong understanding of destination development and entrepreneurship.
- Excellent interpersonal skills and ability to work well as part of a team.
- Ability to manage multiple projects and deliverables at once in a fast-paced environment.
- Strong organizational and presentation skills including demonstrated experience in writing business documentation.
- Proven organizational skills.
- Ability to work flexible hours including weekends and evenings (when needed) to attend events.
- Ability to travel occasionally and hold a passport (or ability to obtain a passport).
- Class G Driver's License and regular access to a vehicle.

WORK EXPERIENCE:

Essential (Minimum) Qualifications:

- Previous experience working with entrepreneurs and investors along with tourism industry knowledge and experience.
- Strong organizational, planning and administrative acumen.
- Management of a financial budget.
- Effectively evaluate and communicate data driven insights and business recommendations to internal and external stakeholders.
- Ability to positively influence business goals and strategies as set by City of Brockville and Tourism Brockville Corporation.
- Ability to manage multiple projects under deadlines.
- Strategic thinker.
- Experience managing projects, contractors and staff.
- Ability to foster and maintain strong relationships.

- Able to deal with rapidly changing priorities and business circumstances.

WORK ENVIRONMENT:

Working in an office environment with frequent interruptions, a high degree of discretion must be used due to the confidentiality of work. Duties may require the use of a personal or company vehicle for business travel purposes.

The foregoing is intended to outline a general description of duties and responsibilities for this position. It is not intended, nor should it be interpreted as a complete description. The City of Brockville reserves the right to amend this position description at any time.



CITY OF BROCKVILLE

JOB DESCRIPTION

POSITION: Visitor Experience Coordinator (Tourism)

DEPARTMENT: Administrative

REPORTS TO: Manager, Cultural Services

PURPOSE AND SCOPE:

The Visitor Experience Coordinator will take the lead on the planning and implementation of visitor experience initiatives outlined in the Tourism Master Plan as well as enhancing the visitor experience through creative and innovative initiatives to enhance the visitor experience in-destination. Taking a holistic approach, the Visitor Experience Coordinator will find ways to engage with visitors with the right information, at the right time and in the right place. They will work with the Tourism Development Coordinator, the Tourism Marketing Coordinator, the Cultural Services Team and stakeholders to gather valuable insights and data to further improve visitor engagement year over year. Visitor Experience Coordinator is responsible for the daily operations of the Visitor Centre and satellite sites, oversees seasonal staff and provides support at local events.

DUTIES AND RESPONSIBILITIES:

- Assist in the development and implementation of a Tourism Master Plan, Tourism Management/Sustainability Plan and Tourism Marketing Plan.
- Support Tourism Development Coordinator in building and maintaining relationships with key stakeholders.
- Support the Tourism Marketing Coordinator to promote and attend local events, setting up tourism booths and tents, servicing visitors and creating content to capture the experience.
- Researching and where appropriate, implementing new tools for obtaining, managing and displaying information to improve knowledge of visitor activities and manage the visitor experience more efficiently.
- Exploring innovative approaches and technologies to enhance visitor engagement.
- Delivering real-time visitor focused programs to engage with visitors.
- Working with destination businesses and local events on co-location, pop-up and mobile visitor opportunities.
- Working with internal and external stakeholders to gather visitor insights, data and report on performance.
- Function as a resource for the industry on visitor engagement best practices including educational workshops and site tours.
- Coordinating the purchase and pick up of promotional printing and visitor gifting.

- Oversee seasonal staffing and visitor centre gift shop.
- Liaise with the City's Tourism Advisory Committee.

Note: *Above duties are representative of a typical position and are not to be construed as all-inclusive.*

EDUCATION/SPECIALIZED TRAINING/SKILLS:

Essential (Minimum) Qualifications:

- Post secondary education in Business, Communications, Tourism or relevant discipline.
- Excellent written communication.
- Excellent interpersonal skills and ability to work well as part of a team.
- Ability to work flexible hours including weekends and evenings (when needed) to attend events and capture content.
- Proactive, creative thinker with a demonstrated ability to generate innovative ideas and collaborate with diverse stakeholders.
- Proven organizational skills.
- Ability to travel occasionally and hold a passport (or ability to obtain a passport).
- Class G Driver's License and regular access to a vehicle.

WORK EXPERIENCE:

Essential (Minimum) Qualifications:

- Proven experience in customer service delivery and experience implementing new initiatives in a tourism-related setting.
- Experience managing a project, program or team.
- Strong organizational skills and the ability to prioritize tasks effectively.
- Ability to foster and maintain strong relationships.
- Able to deal with rapidly changing priorities and business circumstances.
- Experience working in a retail setting and experience with daily reconciliations.

WORK ENVIRONMENT:

Working in an office environment with frequent interruptions, a high degree of discretion must be used due to the confidentiality of work. Duties may require the use of a personal or company vehicle for business travel purposes.

The foregoing is intended to outline a general description of duties and responsibilities for this position. It is not intended, nor should it be interpreted as a complete description. The City of Brockville reserves the right to amend this position description at any time.



Staff Report

Report To:	General Committee
Meeting Date:	October 17, 2023
Prepared By:	Phil Wood, Director of Operations Yanick Beaudin, Supervisor of Public Works Steve Allen, Supervisor of Engineering
Report Number:	2023-195
Subject:	Utility locating instrument replacement

Recommendation

THAT Council approve the purchase of a replacement utility locating instrument and related components for a cost not to exceed \$9,689.61; and

THAT Council approve funding of the purchase using the surplus from the 2023 engineering plotter replacement capital project.

Background

The City of Brockville is obligated to provide detailed location services to mark underground City owned pipe and cable utilities throughout the City. As such, the City employs a full-time staff member within the Engineering Department to provide this service. The staff member has access to the required radio detection instruments and equipment. The radio detection instruments work by utilizing a radio transmitter that emits radio waves and measures the return signals which represent underground water, sewer piping as well as other hydro and gas line utilities. The City's current radio detector instrument is in need of replacement.

The objective of this report is to obtain Council approval to purchase the required utility locating instrument and approval for the proposed funding source.

Analysis

Locating instrument:

City staff have received quotes for a replacement radio detection utility locating instrument from TELONIX Communications Inc., of Aurora Ontario, who are distributors of this type of equipment. TELONIX has provided pricing for a model of equipment that is ideally suited for the locating services undertaken by the City.

TELONIX distributes RADIODETECTION brand instruments are a preferred brand in the industry of precision underground cable and pipe locating.



Staff have obtained a quote which includes:

- RD8200/7200 series locating instrument
- TX-10 (10 watt) signal transmitter
- 4" Signal clamp
- Carrying case

Proposed funding source:

The proposed purchase was not budgeted during the 2023 capital budget. As such, Council approval is required to proceed with the unplanned purchase and funding source in accordance with the City Budgetary Control Policy.

Financial Implications

Locating instrument:

Staff have obtained a quote for the instrument and components from TELONIX Communications Inc. for a total cost, including net HST is \$9,689.61

Proposed funding source:

Council approved a 2023 capital purchase of a replacement plotter for the engineering department allocating \$35,000 to complete the purchase funded by the Tax Levy. Staff have completed the purchase of the new plotter for a total cost of \$ 20,551.10 resulting in a net surplus of \$14,448.90.

Staff propose that the purchase of the locating instrument be funded by the engineering department plotter capital project surplus.

Policy Alignment

All procurement activities associated with procurement of the proposed utility locating instrument will be completed in accordance with:

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

In accordance with the City Budgetary Control Policy, Council has the sole authority to establish a budget and funding sources for capital purchases.

Conclusion

City staff request Council approval to replace the City's existing utility locating instrument used for identifying and marking underground pipe and cable infrastructure.

Staff have obtained a quote to purchase the required instrument and components. Staff propose the purchase be funded with the surplus from the Engineering Department plotter replacement which was completed within an approved 2023 capital budget.

Council approval is required to establish a budget and funding source for all capital purchases.

Approved by:

Phil Wood, Director of Operations

Yanick Beaudin, Supervisor of Public Works

Lynda Ferguson, Director of Finance & IT
Services

Sandra MacDonald, City Manager/City Clerk

Status:

Approved - 12 Oct 2023



Staff Report

Report To:	General Committee
Meeting Date:	October 17, 2023
Prepared By:	Phil Wood, Director of Operations Yanick Beaudin, Supervisor of Public Works
Report Number:	2023-179
Subject:	2023/2024 Winter Maintenance Policy Update

Recommendation

THAT the Winter Maintenance Policy appendix and schedules for roadway and sidewalk routes and priorities be amended as attached; and

THAT the Winter Maintenance Policy be amended, as indicated in the attached appendix and schedules, to include prescribed maintenance for the addition of Adley Dr. extension, Dowsley Cres., Douglas Marshall Cres., Tekamp Terrace, Shearer St. extension and Reynolds Park parking lot; and,

THAT the Winter Maintenance Policy be amended to remove reference to public messaging through twitter social media platform; and,

THAT Council enact any necessary by-laws.

Background

The Winter Maintenance Policy was passed by City Council in November 1999.

The Winter Maintenance Policy is developed by staff to ensure the City's roads and sidewalks are serviced with the appropriate treatments in compliance with Ontario regulation O.Reg 366/18 - Minimum Maintenance Standards for Municipal Highways. The Winter Maintenance Policy describes the strategy staff propose to achieve effective and efficient compliance with Ontario regulations.

Amendments to the policy are proposed by staff annually for consideration and approval by Council in the fall of each year. The proposed amendments are summarized in this report with detail of how City Public Works staff and contractors will carry out winter maintenance operations.

Analysis

Amendments to road plowing schedules:

The following are the proposed amendments to the winter maintenance policy - road plowing schedule of routes and priorities:

- Schedule A1 - District 1 - Uptown - Plow Routes Class 4 and Class 5
This schedule has been updated to include Shearer Dr. extension as a Class 5 plow route, matching the plowing priority of surrounding streets.
- Schedule A3 - District 3 - Downtown - Plow Routes Class 4 and Class 5 - This schedule has been updated to include Adley Dr. extension, Dowsley Cres. and Tekamp Terrace as Class 5 plow routes, matching the plowing priority of surrounding streets.

Amendments to sidewalk plowing schedules:

The following are the proposed amendments to the winter maintenance policy - sidewalks plowing schedule of routes and priorities:

- Schedule B1 - District 1 - City Sidewalk Plow Routes
This schedule has been updated to include the sidewalks on Shearer Dr. extension as a priority 3 sidewalk plow route, matching the priority of the sidewalks on surrounding streets.
- Schedule B3 - District 3 - City Sidewalk Plow Routes
This schedule has been updated to include sidewalks on Adley Dr. extension, and Tekamp Terrace as priority 3 sidewalk plow routes, matching the priority of the sidewalks on surrounding streets.

Amendments to public parking lot plowing schedules:

The following are the proposed amendments to the winter maintenance policy - public parking lot plowing schedule and priorities:

- Schedule D:
This schedule was modified to include the newly constructed Reynolds Park parking lot. This lot was constructed as part of the Reynolds Park reconstruction project.

Special notes:

Roads and sidewalk which are currently under construction as part of an approved development and which are not identified in the current winter maintenance policy by

the date of presentation to Council are eligible for winter maintenance by the City. The City requires that roads under construction have a minimum of a first lift of asphalt to be eligible to receive winter maintenance from the City. The City equivalently requires that sidewalks are completed in compliance with City standard boulevard construction. Developers are required to notify the appropriate City staff of substantial completion of new sections of road and sidewalk to initiate maintenance.

Policy Alignment

Council approval is required for changes to the 2023 / 2024 Winter Maintenance Policy.

Conclusion

The Winter Maintenance Policy is developed by staff to ensure the City's roads and sidewalks are serviced with the appropriate treatments in compliance with Ontario regulation O.Reg 366/18 - Minimum Maintenance Standards for Municipal Highways.

Staff recommendation Council approve the proposed amendments to the 2023/2024 Winter Maintenance Policy.

Approved by:

Yanick Beaudin, Supervisor of Public Works	Status:
Phil Wood, Director of Operations	Approved - 10 Oct 2023
Lynda Ferguson, Director of Finance & IT Services	Approved - 10 Oct 2023
Sandra MacDonald, City Manager/City Clerk	Approved - 10 Oct 2023

Attachments:

[Winter Maintenance Policy with Schedules 2023 to 2024](#)



WINTER MAINTENANCE POLICY



2023 WINTER MAINTENANCE POLICY



WINTER MAINTENANCE POLICY

PURPOSE: Describe response times, conditions, and results.

1 Objective and Goals

The Public Works Department will strive, as is reasonably practical, to provide safe and passable winter road and sidewalk conditions for pedestrians and motorists within the City of Brockville. Public Works winter operations will be guided by the level of service requirements defined in this policy, utilizing the resources provided by the City of Brockville Council.

The standards set out in this document are based on the current version of Ontario Regulation 239/02, Minimum Maintenance Standards for Municipal Highways and are supported by procedures outlined in the Public Works Winter Maintenance Policy.

2 Policy

The Winter Maintenance Policy assumes that not all infrastructure need be maintained to the same level of service depending on its role in the total transportation network and on other various services the City provides, be they emergency or non-emergency. To simplify the determination of levels of service, the various infrastructures listed below have been designated classes and priorities. These are fully explained later in this Policy.

3 Responsibility

The responsibility for providing snow clearing, ice control and snow removal from the City's infrastructure of 136 km of roadways (local classes only), 107.7 km of sidewalks, 11 km of walkways (includes the Brock Trail but excludes portions that are sidewalk), 9 parking lots serving city buildings, 19 municipal operated public parking lots and the Brockville Transit bus stops, rests entirely with the Public Works Division.

Snow and ice operations may be conducted on a 24-hour basis, 7 days a week. The Public Works Supervisor will coordinate the overall snow and ice control clearing and removal operations and determine the most effective operation to be undertaken from the procedures as developed by the Public Works Division. The Public Works Division is prepared to shift from normal work procedures any time it becomes necessary to institute snow and ice operations.



WINTER MAINTENANCE POLICY

4 Definitions

Ice: means all kinds of ice however formed.

Representative Roadways: means roadways within the City of Brockville that have been identified as representative of the area's various road weather conditions.

Road Condition: means the condition of the roadway surface before, during, and after a winter storm event:

Condition	Description
Bare and Dry	Most of the road surface is dry
Bare and Wet	Most of the road surface is moist
Partially Snow Covered	Two wheels of a vehicle are on bare surface and the other wheels are likely to be on loose snow
Partially Snow Packed	Two wheels of a vehicle are on bare surface and the other wheels are likely to be on snow bonded to the road
Partially Ice Covered	Two wheels of a vehicle are on bare surface and the other wheels are likely to be on ice
Snow Covered	All wheels of a vehicle are on loose snow
Snow Packed	All wheels of a vehicle are on snow bonded to the road
Ice Covered	All wheels of a vehicle are on ice



WINTER MAINTENANCE POLICY

Roadway Designation: means the classification or designation assigned to the City of Brockville's various roads, streets or highways. The roadway designation defines the winter operations level of service provision. The City's roadways fall under the four designations, as presented in section 5.1.

Significant Weather Event: means an approaching or occurring weather hazard with the potential to pose a significant danger to sidewalk, bicycle lane, and roadway users.

Snow Accumulation: means the natural accumulation of any of the following that, alone or together, covers more than half a lane width of a roadway:

1. Newly fallen snow
2. Wind-blown snow
3. Slush

Substantial Probability: means a significant likelihood considerably more than 51%.

Weather Hazard: means the weather hazards determined by Environment Canada as meeting the criteria for the issuance of an alert under its Public Weather Alerting Program.

Winter Event: means the weather condition affecting roads such as snowfall, blowing snow, sleet, freezing rain, frost, or ice, to which a winter event response is required.

Winter Event Response: means a series of winter activities performed in response to a winter event.

Winter Patrol: means the field observation of weather and road conditions.

Winter Season: means the season when the Public Works normally perform winter roadway and sidewalk maintenance as identified in the Winter Maintenance Policy.



WINTER MAINTENANCE POLICY

Patrol & Monitoring

5.1 Weather Monitoring

From October 1 to April 30, the current and forecasted weather will be monitored once every shift or three times per calendar day, whichever is more frequent, at the intervals identified in the Winter Maintenance Policy.

5.2 Road Patrol

The representative roadways identified in the Winter Maintenance Policy will be patrolled a minimum of twice per day separated by at least eight hours during weekdays and weekends. When roadways are icy or there is a substantial probability of snow accumulation or ice formation, the patrol frequency may increase.

5.3 Sidewalk Patrol

Where there are icy sidewalks or a substantial probability of snow accumulation or ice formation on sidewalks, the representative sidewalks identified in the Winter Maintenance Policy will be patrolled a minimum of once per day.

6.0 Declaration of a Significant Weather Event

Public Works may declare a significant weather event for an approaching or occurring weather hazard with the potential to pose a significant danger to sidewalk, bicycle lane, and roadway users.

A weather hazard that would warrant the declaration of a significant weather event is determined by Environment Canada as meeting the criteria for the issuance of an alert under its Public Weather Alerting Program.

When a significant weather event is declared, the notice will be announced on the City of Brockville website, and on Facebook. Similarly, an announcement to declare the end of a significant weather event will also take place through the same social media platforms.

7.0 Winter Parking Prohibition

On-Street Parking

Parking is prohibited on all streets between the hours of 2:00 a.m. and 7:00 a.m. during the months of November through March inclusive with the following exceptions:

- 1) Parking will be permitted between the hours of 2:00 a.m. and 7:00 a.m. until the first significant snowfall occurs. At that time a notice will inform the general public that the Winter Maintenance Parking By-law is in effect.



WINTER MAINTENANCE POLICY

- 2) The City will inform the public by 6:00 p.m. on the day that Public Works Division crews will be doing evening ice and snow clearing/removal operations in specific areas of the City. Parking prohibitions will be changed in the announced areas listed below to 11:00 p.m. to 7:00 a.m. on the evening that the work is to be undertaken:
- A - City Wide
 - B - Area south of CNR
 - C - Area between CNR and 401
 - D - Area north of 401

The public will be informed prior to 6:00 p.m. via the City of Brockville website, Facebook and other platforms.

The City has also established a winter maintenance bulletin telephone number (342-8772 extension 600 #) to provide the public with up-to-date information on our winter maintenance activities.

Parking Lots

Overnight parking is also prohibited in all city public parking lots, with the exception of the George Street lot, Henry Street lot, the south side of Water Street lot, and the east side of John St. lot from 11:00 p.m. to 7:00 a.m. from November 1st to March 31st of each year

8 By-Laws

Applicable By-laws passed for the purposes of supporting snow and ice control efforts and other related By-laws which could be enforced during all out emergencies are listed below:

By-Law 119-89 - Winter Parking Prohibitions - On Street and Parking Lots
By-Law 024-2022 - Care & Use of Streets
By-Law 127-85 - Lease Agreement - Arvic Realty (Loeb Lot)
By-Law 210-83 - Emergency Plan
By-Law 078-2015 Property Standards

9 Property Damage

During the course of operations through any given winter, a certain amount of damage to city and private property may be incurred by snow clearing forces. In the event that sod damage is sustained it will be restored by the Public Works Division using topsoil and seed at the earliest availability of material (usually April). Any damage sustained due to salt brine inadvertently splashed onto a boulevard or lawn during the course of the winter will not be treated or repaired by the City.



WINTER MAINTENANCE POLICY

If a City plow or truck damages a mailbox either through direct contact or due to the force of the snow rolling off the plow, the mailbox will be repaired or replaced by Public Works personnel with a standard type mailbox as established by the Public Works Division. The City cannot replace decorative mailboxes. A property owner who installs decorative materials on the city right-of-way does so at his own risk.

10 Driveway Entrance Clearing

It can be expected that snow will be plowed into driveways and pathways as a normal part of roadway and sidewalk snow clearing operations. Owners of properties which the driveways and pathways service will be responsible for removal of the snow deposited in those entrances by city snow clearing operations, under the By-law 078-2015 Property Standards.

11 Assistance to Private Property

Under no circumstances will a City employee be allowed to use a city owned vehicle to push, pull, or tow a stranded private vehicle from a roadway or parking lot. The employee may, if a hazard exists, use his radio to notify the Dispatcher of the hazardous condition. Likewise, under no circumstances will a City employee use a City owned vehicle to perform any snow removal or ice control operation on private or commercial property and the employee will not be allowed to use personal equipment during working hours.

12 Roadways

12.1 Designations

Designation	
Class 1	There are presently no Class 1 Roadways that the City of Brockville is responsible for maintaining.
Class 2	Are the arterial roadways which carry traffic to and through the City, as well as emergency routes for hospital and fire services. These Class 2 roadways carry large volumes of traffic. Except for emergency route roadways, these roadways are identified as Arterial in Part 5, Section 5.2.2.2 of the City of Brockville's Official Plan 2012. Dead end stub portions of these roadways will be assigned a lower priority level for Winter Maintenance operations in accordance with the classification table of the Regulation.
Class 3	Are the Collector Roadways which carry both through and local traffic. These Class 3 roadways are identified as Collector roadways in Part 5, Section



WINTER MAINTENANCE POLICY

	<p>5.2.2.3 of the City of Brockville's Official Plan 2012. Dead end stub portions of these roadways will be assigned a lower priority level for Winter Maintenance operations in accordance with the Classification Table of the Regulation. Public Transit bus routes are also included in this second priority classification.</p>
Class 4	<p>Are local roadways which carry local traffic to a specific address. Any roadway that publicly funded schools are located on, has main driveway entrance onto, or connect the street that the school fronts onto, to the closest arterial or collector roadway, would automatically qualify for this classification. These Class 4 roadways are identified as Local roadways in Part 5, Section 5.2.2.4 of the City of Brockville's Official Plan 2012.</p>
Class 5	<p>Are all remaining roadways including City maintained laneways and specific dead end stub roadways/cul de sacs. These Class 5 roadways may service residential, industrial or commercial addresses depending on the property zoning on them, and are identified as Local roadways in Part 5, Section 5.2.2.4 of the City of Brockville's Official Plan 2012.</p>



WINTER MAINTENANCE POLICY

12.2 Level of Service Standards

Snow Accumulation

When snow begins to accumulate, resources to clear the snow from roadways should be deployed as soon as practicable after becoming aware of the snow accumulation and in accordance with the snow depth defined in the following table.

Designation	Snow Depth for Accumulation Response	Treatment Used	Objective During Storm	*Objective After Storm	Timeframe to Achieve Objective <u>After End of Winter Event</u>
Class 2	5 cm	Plow/Sand De-ice as required	Safe and passable	Bare and wet	6 hours
Class 3	8 cm	Plow/Sand De-ice as required	Safe and passable	Bare and wet	12 hours
Class 4	8 cm	Plow/Sand De-ice as required	Safe and passable	Bare and wet	16 hours
Class 5	10 cm	Plow/Sand De-ice as required	Safe and passable	Bare and wet	24 hours

*The after-storm objective is to be reached as soon as possible and normally within the timeframe indicated in the table, weather conditions permitting.

It is inevitable that the City's snowplows will create a windrow of snow across driveways in the normal course of plowing operations. The resident, business owner or property owner is responsible for clearing driveway snow that accumulates as a result of roadway or sidewalk snow plowing operations.



WINTER MAINTENANCE POLICY

When a significant weather event is declared related to snow accumulation, weather forecasts will be monitored and when deemed practicable, resources will be deployed to address the snow accumulation on roadways. When the end of the significant weather event is declared, the winter event response will continue until the snow accumulation objectives in the above table are met.

Ice Formation Prevention and Treatment

Resources to prevent or treat ice formation should be deployed as soon as practicable after:

- Weather monitoring or patrolling indicates a substantial probability of ice forming on a roadway, due to a pending winter weather event.
- Becoming aware that a roadway is icy.

Designation	Preventative Treatment Used	Objective During and After Storm	Reactive Treatment Used	Timeframe to Achieve Objective <u>After End</u> of Winter Event
Class 2	De-ice / Anti-ice	Safe and passable	Sand/Salt/De-ice / Plow as required	4 hours
Class 3	De-ice / Anti-ice	Safe and passable	Sand/Salt/De-ice / Plow as required	8 hours
Class 4	De-ice	Safe and passable	Sand/Salt/De-ice / Plow as required	12 hours
Class 5	Sand/salt mix to help de-ice and add traction	Safe and passable	Sand/Salt/De-ice / Plow as required	16 hours



WINTER MAINTENANCE POLICY

13 Bicycle Lanes

This section applies to treating ice formation on bicycle lanes on a roadway only and does not apply to other types of bicycle facilities.

When a significant weather event is declared relating to ice, weather forecasts will be monitored and, when deemed practicable, resources will be deployed to treat icy roadways. When the end of the significant weather event is declared, the winter event response will continue until objectives in the above table are met.

13.1 Designations

Winter priority bicycle routes have been established for winter maintenance during a winter event. Priority bicycle routes may include a portion of the roadway designated as a bicycle lane or roadways without designated bicycle lanes or a combination of both. These routes are maintained as part of the roadway, such as the shared bike lane on Water Street.

All other on-road bicycle lanes are maintained in the winter in conjunction with the priority of the adjacent roadway. Level of service for on-road bicycle lanes follows the roadway designation unless the bike lane has been deemed “unmaintained” during the winter months.

The bicycle lane of King Street West from 90m east of Rivers Avenue (bike lane start) to the West City limits will be closed from November 1 – March 31. Winter maintenance operations will not be prioritized during or after a storm for the bicycle lane.

Designation	Description
Class 2	Bicycle lanes on Class 2 roadways
Class 3	Bicycle lanes on Class 3 roadways
Class 4	Bicycle lanes on Class 4 roadways



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13.2 Level of Service Standards

Snow accumulation

When snow begins to accumulate, resources to clear snow from bicycle lanes should be deployed as soon as practicable after becoming aware of the snow accumulation and in accordance with the snow depth defined in the following table.

Designation	Snow Depth for Accumulation Response	Treatment Used	*Objective After Storm	Timeframe to Achieve Objective After End of Winter Event
Class 2	≤ 2.5 cm	Plow / Sand / De-ice as required	Bare and wet	8 hours
Class 3	≤ 5 cm	Plow / Sand / De-ice as required	Bare and wet	12 hours
Class 4	≤ 8cm	Plow / Sand / De-ice as required	Partially snow packed	24 hours
UN	Unmaintained in the Winter	Unmaintained in the Winter	Unmaintained in the Winter	Unmaintained in the Winter

* The after-storm condition is the objective to be reached to at least 1 meter width, as soon as possible and normally within the timeframe indicated in the table, weather condition permitting.

When a significant weather event is declared relating to snow accumulation, weather forecasts will be monitored and when deemed practicable, resources will be deployed to address the snow accumulation on roadways. When the end of the significant weather event is declared the winter event response will continue until the snow accumulation objectives in the above table are met.



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14 Sidewalks and Walkways

14.1 Designations

Public Works designates sidewalks and walkways into four sidewalk designations according to their associated pedestrian traffic and proximity to high volume roadways, in addition to the ease with which they can be cleared.

Designation	Description
1	Sidewalks / walkways with high pedestrian volumes and / or sidewalks adjacent to high volume roadways, as well as designated sidewalks in the downtown core area
2	Sidewalks designated for access routes for public funded schools, and bus transit ways
3	Balance of sidewalks, normally residential areas that can be cleared with mechanized plow equipment
4	Sidewalks / walkways that will not be cleared due to the destination until such time as time, equipment, and labor permits
4UN	Trails /Sidewalks / walkways that will not be maintained during the winter and have posted signage.

14.2 Level of Service Standards

When snow begins to accumulate, resources to clear snow from sidewalks and walkways should be deployed as soon as practicable after becoming aware of the snow accumulation and in accordance with the snow defined in the following table.

Sidewalk/Walkway- Snow Treatment

Designation	Snow Depth for Accumulation Response	Treatment Used	Objective After Winter Event	Timeframe to Achieve Objective After End of Winter Event
1	≤ 8cm	Plow / Sand / De-ice as required	Safe and passable for pedestrians	48 hours
2	≤ 8cm	Plow / Sand /De-ice as required	Safe and passable for pedestrians	48 hours
3	≤ 8cm	Plow / Sand / De-ice as required	Safe and passable for pedestrians	48 hours
4	≤ 8cm	Plow / Sand / De-ice as required	Safe and passable for pedestrians	48 hours
4UN	N/A	Unmaintained	N/A	N/A

14.3 Sidewalk/Walkway - Ice Formation and Treatment

Resources to prevent or treat ice formation should be deployed as soon as practicable after:

- Weather monitoring or patrolling indicates a substantial probability of ice forming on a roadway, due to a pending winter weather event.
- Becoming aware that a sidewalk/walkway is icy.

Designation	Preventative Treatment Used	Reactive Treatment Used	Sidewalk Objection During and After Storm	Timeframe to Achieve Objective <u>After End of Winter Event</u>
1	Sand / De-ice	Sand / De-ice / Plow as required	Safe and passable	48 hours
2	Sand / De-ice	Sand / De-ice / Plow as required	Safe and passable	48 hours
3	Sand / De-ice	Sand / De-ice / Plow as required	Safe and passable	48 hours
4	Sand / De-ice	Sand / De-ice / Plow as required	Safe and passable	48 hours
4UN	Unmaintained	Unmaintained	Unmaintained	Unmaintained

15 Bus Shelters and Stops

15.1 Designation

Public Works has only 1 classification of Bus Shelters and Stop based on the City's current level of service.

Designation	Description
Local	Bus shelters and stops on local bus routes.

15.2 Level of Service Standards

When snow begins to accumulate, resources to clear snow from bus shelters and stops should be deployed as soon as practicable after becoming aware of the snow accumulation and in accordance with the snow depth defined in the following table.



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Designation	Snow Depth for Accumulation Response	Treatment Used	Objective After Winter Event	Timeframe to Achieve Objective <u>After End</u> of Winter Event
Local	≤ 8cm	Plow / Sand / De-ice / as required	Safe and passable	48 hours

16 Snow Removal

Snow removal on roadways, parking lots and Transit bus stops will be carried out when required, by the Public Works Division. Depending on the area and number of locations to be undertaken, a decision will be made to implement a specific operation to carry out the removal process. The different operations employed would vary in the amount of service performed and the manpower and equipment required to perform them. The Public Works Supervisor will determine if removal is required, and if so, which type of removal will be utilized.

Class Designation

For snow removal operations, the City infrastructure has been divided into three classes which determine the priority for servicing.

Designation	Description
Class 1	Roadway including transit stops
Class 2	Municipal public parking lots
Class 3	Parking lots serving City buildings

Roadways

Roadway snow storage conditions and intersection sight line requirements will be assessed by the Public Works Supervisor following the completion of the post storm snow clearing operations.

The qualifying factors for consideration for removal will be:

- 1) If snow storage at the sides of roadway impedes normal traffic flow.
- 2) If snow storage at intersections restricts required visibility sight lines.



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- 3) If snow storage restricts parking meter accessibility or significantly hampers occupants of the vehicle from safely accessing the sidewalk (not applicable for areas with boulevard greater than 1 meter wide) from the metered parking location.
- 4) If additional snow storage required for:
 - a) sidewalk clearing operations.
 - b) cul-de-sacs/indented corners/dead end

Types of Removal

- 1) Areas to be considered for full length removal are shown on Schedule J.
- 2) All remaining urban areas to have snow blown back onto boulevard/lawn area of city right-of-way.
- 3) All intersections will be eligible for removal if qualifying factors are met.
- 4) Rural areas will have snow winged back to provide additional snow storage capacity.
- 5) Cul-de-sacs/indented corners/dead ends will be eligible for removal if additional snow storage capacity is determined to be required. These areas are shown on Schedule K.

Priority for Servicing

Priority Between Types of Removal

Priority between types of removal operations to carry out the 4 listed removal area types would be separate but overlap in the time frame that they were ongoing, i.e:

- 1) full length removal is usually carried out between 11:00 p.m. and 7:30 a.m.
- 2) areas to be blown onto lawns and winging back snow on rural road sections are usually carried out between 7:00 a.m. and 3:30 p.m.
- 3) removal at intersections could be carried out any time of the day or night.
- 4) Removal at cul-de-sacs/indented corners/dead ends is usually carried out between



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7:00 a.m. and 11:00 p.m.

Therefore, all 4 operations may be ongoing in a 24-hour period.

Priority Within Types Of Removal

- 1) Full length removal, if all areas starting at zero snow storage base, would be undertaken in the following order:

Area 1 - King St. - Orchard to Edward
Area 2 - Remainder of on street metered areas
Area 3 - Remainder of areas south of CNR from Perth to North Augusta Road
Area 4 - Areas south of CNR and west of Perth
Area 5 - Areas south of CNR and east of North Augusta Road
Area 6 - Areas north of CNR

Severe weather conditions/storms may necessitate removal by roadway class.

- 2) Areas to be blown back onto lawns or boulevards would be undertaken in the following order:

Area 1 - South CNR
Area 2 - North of CNR and south of 401
Area 3 - North of 401

- 3) Intersection Removal would be undertaken in the following order:

Area 1 - Intersections of Class 2 Streets
Area 2 - Intersections of Class 2 & Class 3 Streets
Area 3 - Intersections of Class 2 & Class 4 Streets
Area 4 - Intersections of Class 2 & Class 5 & 6 Streets
Area 5 - Intersections of Class 3 & Class 3 Streets
Area 6 - Intersections of Class 3 & Class 4 Streets
Area 7 - Intersections of Class 3 & Class 5 & 6 Streets
Area 8 - Intersections of Class 4 & Class 4 Streets
Area 9 - Intersections of Class 4 & Class 5 & 6 Streets
Area 10 - Intersections of Class 5 & 6 & Class 5 & 6 Streets

Traffic volumes and time of removal operations may necessitate deviations from the priority order.



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- 4) Winging back of snowbanks on roads with rural cross section would be carried out as per roadway classification for snow clearing and ice control operations.
- 5) Removal at cul-de-sacs/indented corners/dead ends priority would be undertaken in the following order:

Area #1 - south of CNR
Area #2 - north of CNR and south of 401
Area #3 - north of 401

Commencement of roadway removal operations will normally not commence until 24 hours after post storm plowing operations are completed.

Weekend removal operations will be kept to a minimum and be carried out for severe conditions only.

Municipal Public Parking Lots

Removal of snow piled at designated locations within these lots will not normally begin until 24 hours after post storm plowing operations have been completed. Removal operations will only be carried out Monday to Friday/Statutory Holidays excluded.

Parking Lots Serving City Buildings

Snow piled at these lots will not normally be removed. Extreme conditions may necessitate limited removal operations to be carried out.

Public Transit Stops

Snow removal at bus stops will only be commenced if the snow storage area of the stop is exceeded, or if accumulated snow obstructs sight lines at intersections. Removal operations will not normally commence until 24 hours after post storm plowing operations have been completed. Removal operations will only be carried out Monday to Friday/Statutory Holidays excluded.



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Priority for Servicing (Roadways, Transit Stops, Parking Lots)

Snow removal from City roadways and municipal public parking lots will normally be undertaken during the same time period. In severe weather, however, the following prioritization of service would be initiated.

Class 1 - Roadways
- Transit Stops

Class 2 - Municipal Public Parking Lots

Class 3 - Parking lots serving City buildings.

Removal will not normally be carried out at parking lots serving city buildings unless emergency conditions dictate.

17 Annual Monitoring

Winter storm analysis will be undertaken at the end of each winter season to provide a basis for continuous improvement of the winter operations practices and procedures as outlined in the current Winter Maintenance Policy.

18 Overall Priority for Snow Clearing Ice Control Operations During or After Storm

The Public Works Division has developed a priority list to be followed during a storm with the overall efforts for snow clearing and ice control based on the following:

Overall Priority for Snow Clearing Ice Control Operations During a Storm

Priority	Class	Operation	Infrastructure
1 (a)	2	Snow Clearing/Ice Control	Roadways
1 (b)	1	Snow Clearing/Ice Control	Fire Hall - 2 main bays front entrance
	1	Snow Clearing/Ice Control	Metro driving lanes and defined roadways between Perth & King
1 (c)	3	Snow Clearing/Ice Control	Roadways
2	4	Snow Clearing/Ice Control	Roadways



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3 (a)	1	Snow Clearing/Ice Control	Sidewalks
3 (b)	5 & 6	Snow Clearing/Ice Control	Roadways
4	2	Snow Clearing/Ice Control	City Public Parking Lots
5	3	Snow Clearing/Ice Control	Parking Lots servicing City Buildings

For severe weather conditions, manpower shortages or equipment breakdowns, lower priority servicing will be dropped until level of service is achieved on higher priority levels.

Note:

Individual Class designations only determine the priority of snow and ice control operations within their applicable grouping.

- Overall priority designations determine the sequence of snow and ice control operations of all combined infrastructure groupings.
- Infrastructure groupings are: roads, sidewalks, and parking lots.

Overall Priority for Snow Clearing Ice Control Operations After a Storm

Priority	Class	Operation	Infrastructure
1	2	Snow Clearing/Ice Control	Roadways (including shoulders)
2	3	Snow Clearing/Ice Control	Roadways (including shoulders)
3	4	Snow Clearing/Ice Control	Roadways (including shoulders)
4	5,6	Snow Clearing/Ice Control	Roadways
5	1	Snow Clearing/Ice Control	Sidewalks
6	1	Snow Clearing/Ice Control	Fire Station #2
7	1	Snow Clearing/Ice Control	Metro Roadway & Parking Lot
8	2	Snow Clearing/Ice Control	City Public Parking Lots



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		Control	
9	3	Snow Clearing/Ice Control	Parking Lots servicing City Buildings
10	2	Snow Clearing/Ice Control	Sidewalks
11	4	Snow Clearing/Ice Control	Transit Stops
12	3	Snow Clearing/Ice Control	Residential Sidewalks
13	4	Snow Clearing/Ice Control	Brock Trail

Priority Items 1 through 10 are normally serviced concurrently. For severe weather, equipment breakdowns, or manpower shortages, operations through priority sequence would be consecutive.

Note:

Individual Class designations only determine the priority of snow and ice control operations within their applicable grouping.

- Overall priority designations determine the sequence of snow and ice control operations of all combined infrastructure groupings.
 - Infrastructure groupings are roads, sidewalks, and parking lots/ transit stops

Overall Priority or Snow Removal Operations after a Storm following Completion of Snow Clearing & ice Control Operations

Priority	Class	Operation	Infrastructure
1	1	snow removal	roadways
2	2	snow removal	municipal public parking lots
3	3	snow removal	parking lots servicing city buildings

Priority items 1 through 3 are normally serviced concurrently. For severe weather, equipment breakdowns, or manpower shortages, operations through priority sequence would be consecutive.



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Snow Clearing Ice Control & Removal System - Procedure

Schedule G

Winter Storm Guidelines - Salt Application Rates

Type of Precipitation	Temperature	Pavement Condition	Action Required
Wet snow with freezing rain	Holding near -1°C (30°F)	Wet	Salt application of 50kg-130kg/ 2 lane km as specified by supervisory personnel in charge of operation Reapply as necessary. Plow as necessary
Sleet	Holding near -1°C (30°F)	Wet	Salt application of 50kg-130kg/ 2 lane km as specified by supervisory personnel in charge of operation. Plow as necessary
Accumulating snow	Holding near -1°C (30°F)	Wet	Salt application of 50kg-130kg/ 2 lane km as specified by supervisory personnel in charge of operation. Plow as necessary
Freezing rain	Below freezing and falling	Wet or sticky	Salt application of 50kg-130kg/ 2 lane km as specified by supervisory personnel in charge of operation. Plow as necessary
Sleet or snow	Below -1°C (30°F) and falling	Wet or sticky	Salt application of 50kg-130kg/ 2 lane km as specified by supervisory personnel in charge of operation. Repeat until sleet or snow stops. Plow as necessary
Dry snow	Below -6°C (20°F) and falling	Dry	Plow immediately Apply salt only to wet, packed or icy 50kg-130kg/2 lane km as specified by supervisory personnel in charge of operation. Frequent plowing
Packed snow and ice on pavement	-1°C (30°F) down to -17°C (0°F)	Packed snow and ice buildup	Salt application of 50 kg-130 kg as specified by supervisory personnel in charge of operation

Note: 1) Action required as listed for various conditions shown on this chart should be used in most cases. However, unusual circumstances may necessitate departure from the recommendations.



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- 2) When pre-wetting is employed, recommended salt application rates may be reduced by 10%.
- 3) For multiple lane roads, i.e. North Augusta Rd., Stewart Blvd., Parkedale Ave., the salt distribution rate has to be increased proportionately to number of additional two lanes or extra passes have to be made.

MIX/SAND APPLICATION RATES

Sand/mix when used is to be spread at a rate of 150-200 kg/2 lane kl

*Mix is stockpiled at 50% salt 50% sand mix ratio. Additional salt will not be added unless authorized by Public Works Supervisor

Salt Brine Application Rates

Event Type	Temp	Action
Anti-ice prior to snow/freezing rain event	Min. - 9° C steady or rising	100 – 180 L/lane/km. As specified by supervisory personnel in charge of operations.
Anti-ice at beginning of light snow event	Min. - 9° steady or rising	100 – 180 L/lane/km. As specified by supervisory personnel in charge of operations
Anti-ice upon termination of rain event	Temp. projected to fall to or below 0° C	100 – 180 L/lane/km. As specified by supervisory personnel in charge of operation.
Anti-ice frost event (bridge decks)		100 – 180 L/lane/km. As specified by supervisory personnel in charge of operations.
Deice following storm event To bare off ice in conjunction with granular application.	Min. - 9° C steady or rising	180 L/lane/km
Brine Concentration 23.5%		



WINTER MAINTENANCE POLICY

LIST OF SCHEDULES

- Schedule A - Roadway Classification for Winter Snow and Ice Control Purposes
- Schedule B - Sidewalk Classification for Winter Snow and Ice Control Purposes
Priority 1, 2, 3, 4 & 4 no winter maintenance.
- Schedule D - Municipal Public Parking Lots to be Serviced for Snow and Ice Control
- Schedule E - Parking Lots Servicing City Buildings to be Serviced for Snow and Ice Control
- Schedule F - Servicing Treatment Guidelines for Class 2, Class 3 and Class 4 Roadways
- Schedule G - Salt and Sand Application Rates for Class 2, Class 3, Class 4 and Class 5 & 6 Roadways and Class 2 and Class 3 Parking Lots
- Schedule H - Servicing Treatment for Class 5 & 6 Roadways
- Schedule I - Servicing Treatment for Parking Lots
- Schedule J - Areas to be Considered for Full Length Snow Removal Operations
- Schedule K - Cul-de-sacs/Indented Corners/Dead End Areas to be Considered for Snow Removal Operations
- Schedule L - Winter Roadway Patrol Representative Route
- Schedule M - Sidewalk Hand List

Schedule A

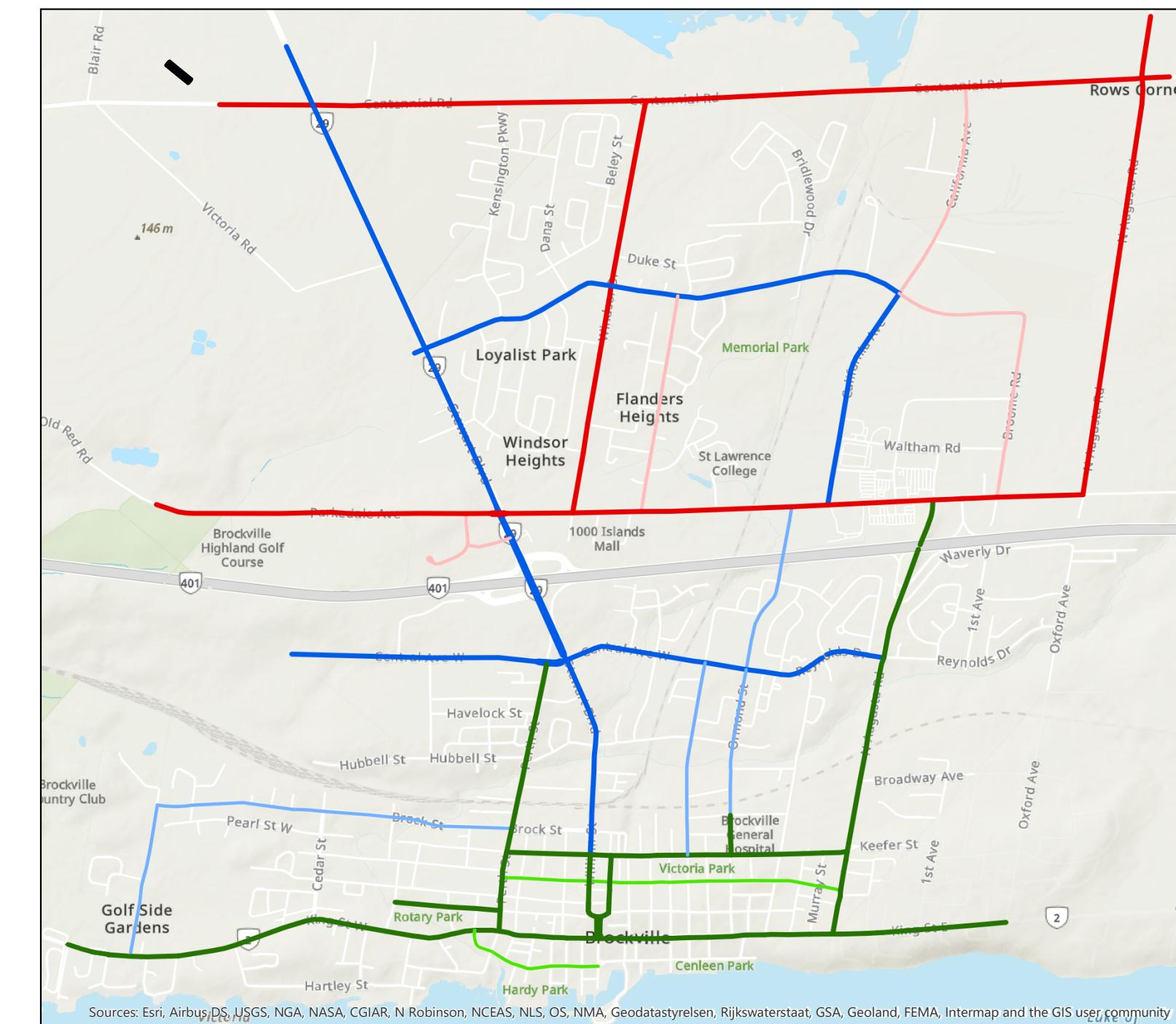
City of Brockville Road Plow Routes

Class 2 and 3 Roads



Routes

- Centertown Class 2
- Centertown Class 3
- Downtown Class 2
- Downtown Class 3
- Uptown Class 2
- Uptown Class 3



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatistyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

Schedule A1

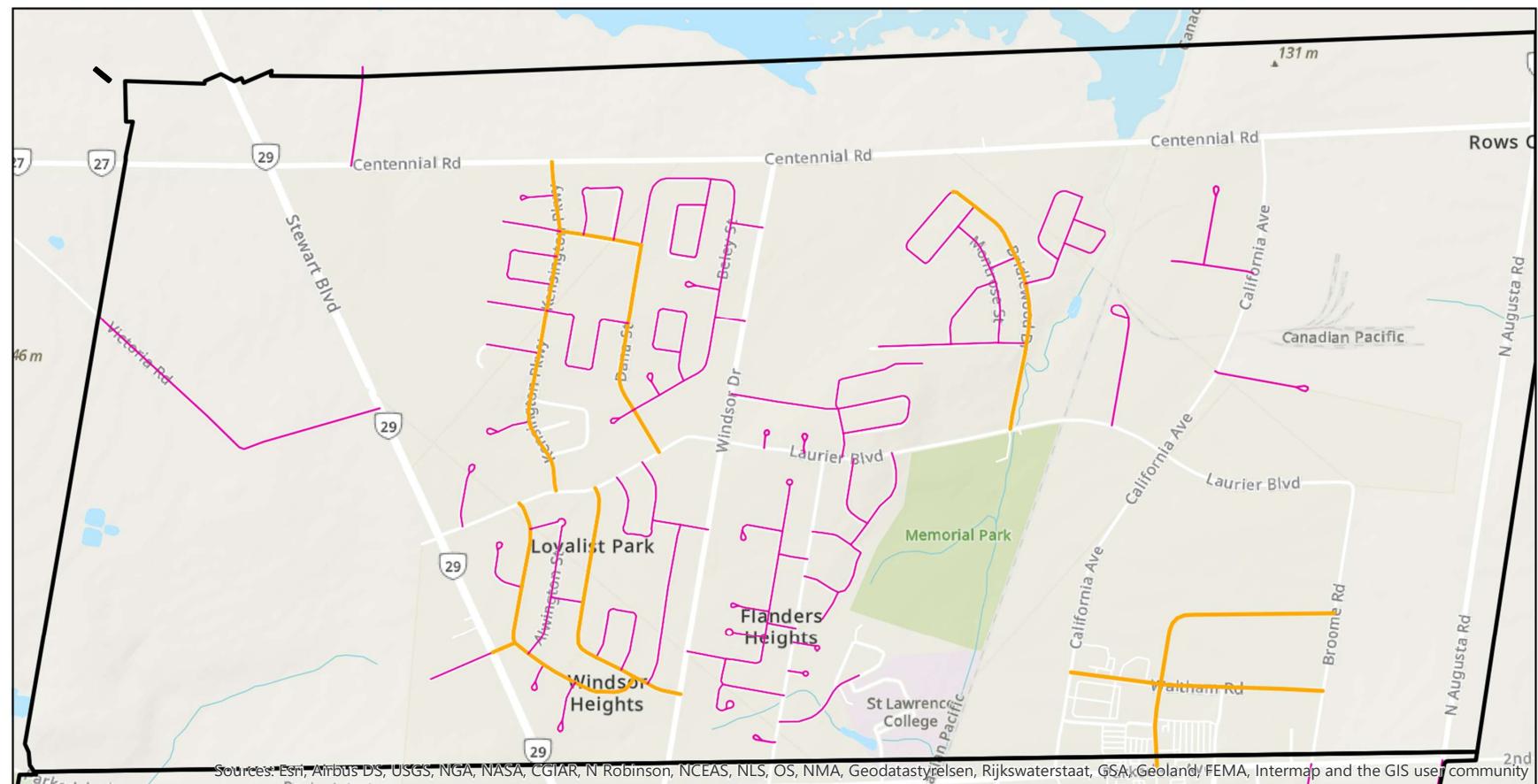
City of Brockville Road Plow Routes District 1 - Class 4 and 5 Roads



BROCKVILLE
CITY OF THE 1000 ISLANDS

Road Class

- 4
- 5



Schedule A2

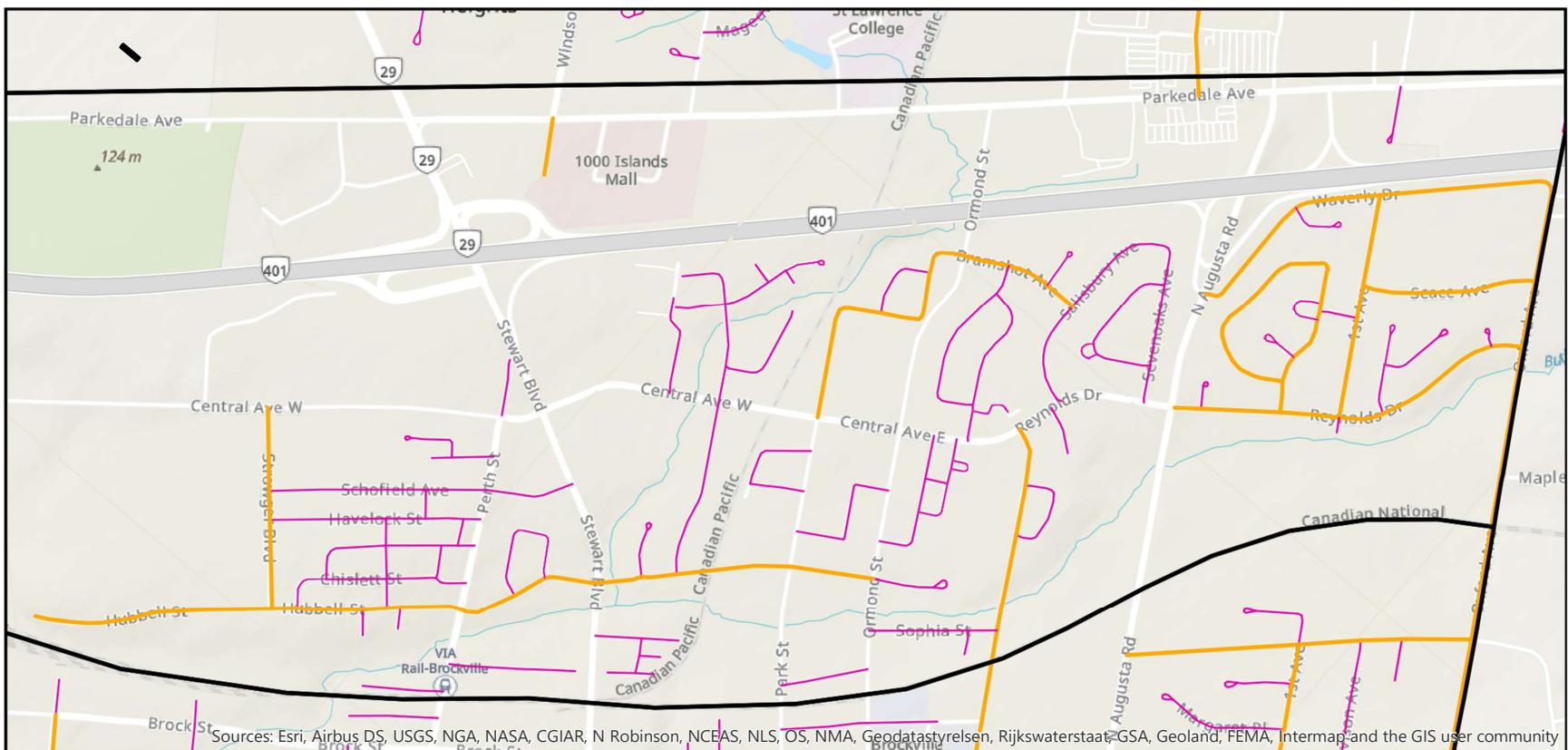
City of Brockville Road Plow Routes District 2 - Class 4 and 5 Roads



BROCKVILLE
CITY OF THE 1000 ISLANDS

Road Class

- 4
- 5



Schedule A3

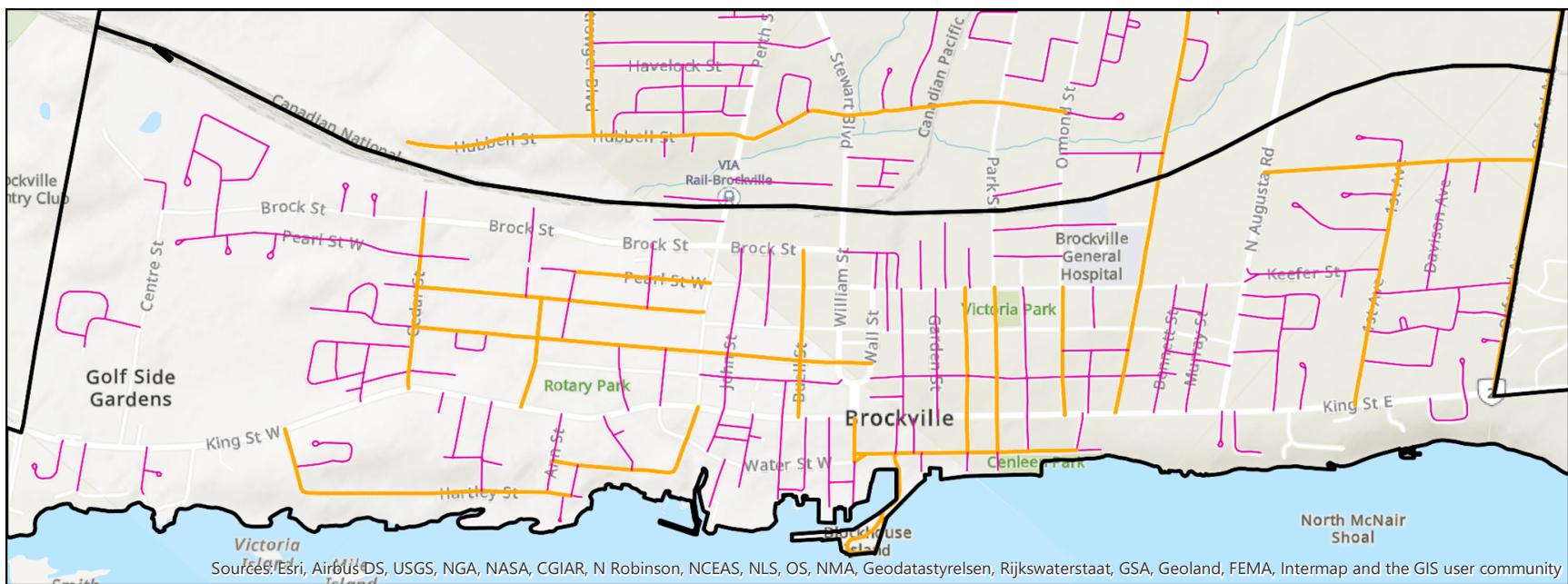
City of Brockville Road Plow Routes District 3 - Class 4 and 5 Roads



BROCKVILLE
CITY OF THE 1000 ISLANDS

Road Class

- 4
- 5



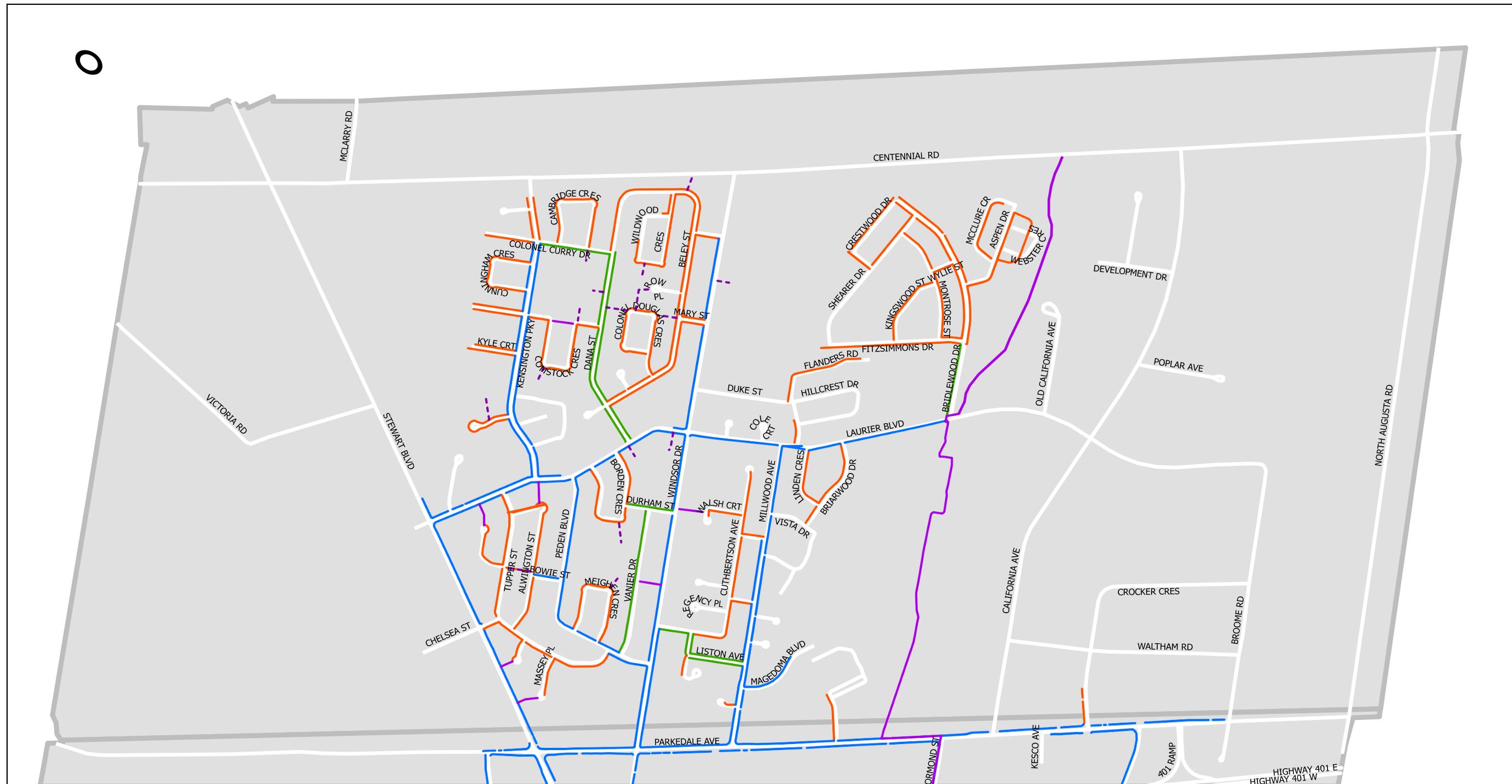


Schedule B1

City of Brockville Sidewalk Plow Routes District 1

Sidewalk and Walkway Winter Maintenance

- Priority 1
- Priority 2
- Priority 3
- Priority 4 - Winter Maintenance
- Priority 4 - No Winter Maintenance



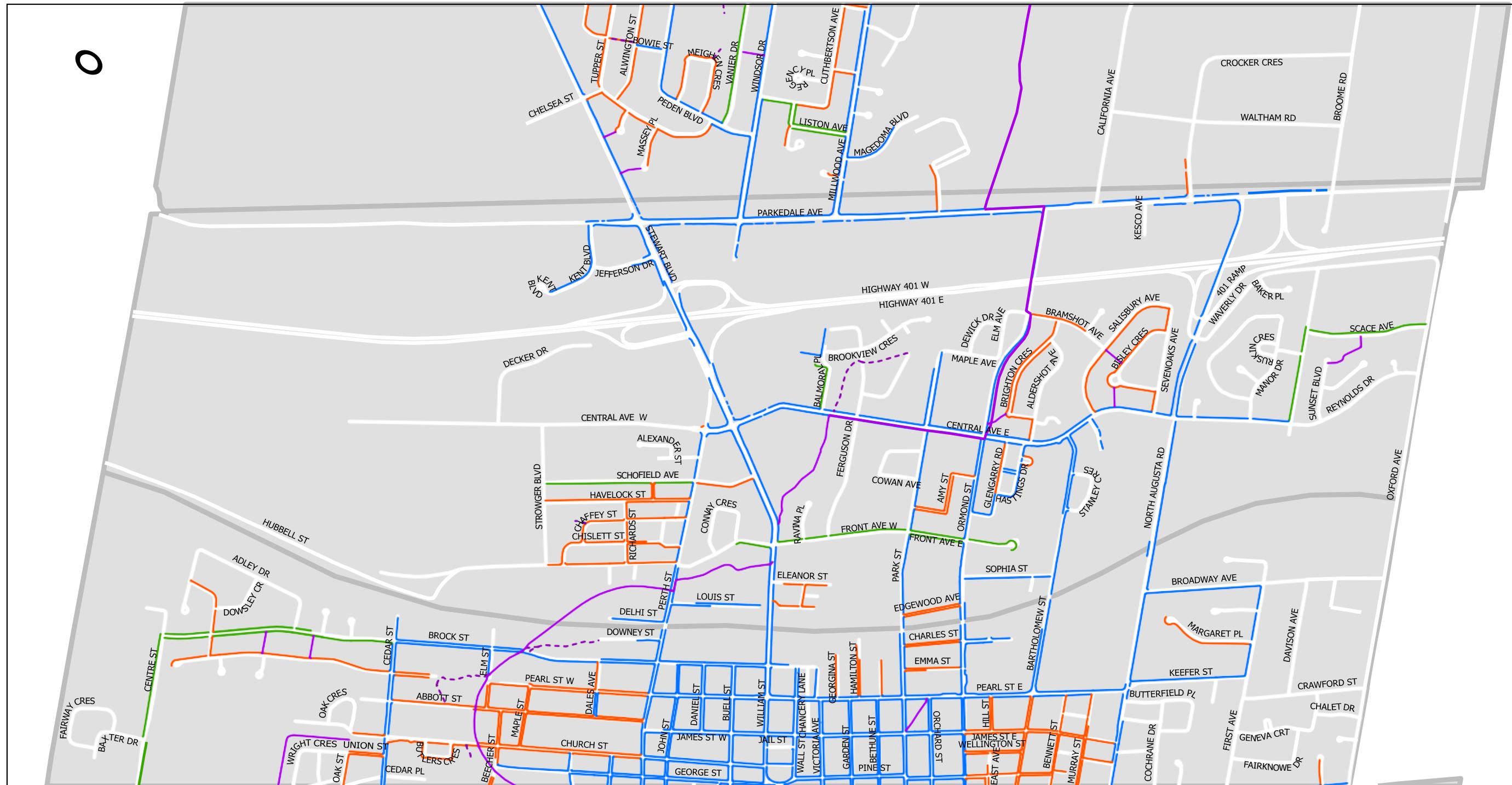


Schedule B2

City of Brockville Sidewalk Plow Routes District 2

Sidewalk and Walkway Winter Maintenance

- Priority 1
- Priority 2
- Priority 3
- Priority 4 - Winter Maintenance
- Priority 4 - No Winter Maintenance





BROCKVILLE

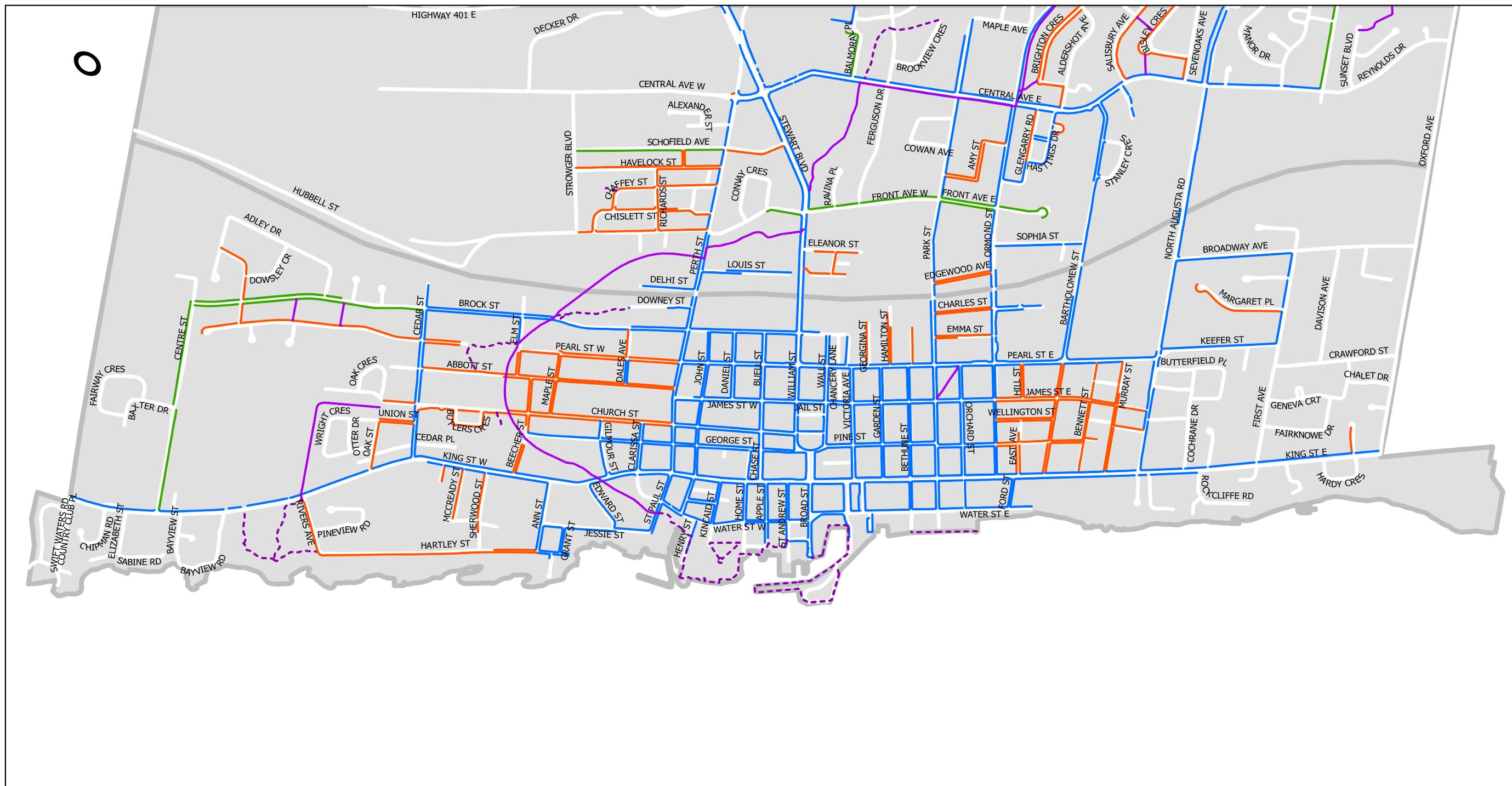
CITY OF THE 1000 ISLANDS

Schedule B3

City of Brockville Sidewalk Plow Route District 3

Sidewalk and Walkway Winter Maintenance

- Priority 1
 - Priority 2
 - Priority 3
 - Priority 4 - Winter Maintenance
 - Priority 4 - No Winter Maintenance





WINTER MAINTENANCE POLICY

Schedule D

Municipal Public Parking Lots to be Serviced for Snow and Ice Control

1. Metro Lot
2. Reliable Lot
3. Henry Street Lot
4. Home Street Lot
5. Buell Street Lot
6. George Street Lot
7. Water Street Lot
8. West Market Lot
9. Park Street Lot
10. Ferry Street Lot
11. Kincaid Street Stalls
12. Block House Island Parkway Stalls
13. Home Street Stalls
14. Rivers Avenue Lot
15. Ernie Fox Quay (parking stalls on south side of street)
16. Aquatarium (5 stalls on east side of St. Andrew St.)
17. Reynolds Park St. Lot
18. St. Andrew St. Lot
19. Market St. West Lot Extension



WINTER MAINTENANCE POLICY

Policy - Winter Maintenance Operations

Schedule E

Parking Lots Servicing City Buildings to be Serviced for Snow and Ice Control

1. Memorial Centre
2. Youth Arena
3. Gord Watts Municipal Centre
4. Arts Centre
5. Fire Hall #2
6. Rotary Field House
7. St. Lawrence Park
8. Rotary Park (Gilmour St.)

					Schedule F	Recommended Treatments - for Class 2, 3 & 4 Roadways	Schedule F
Temperature	Type of Precipitation	Road Condition	Temp.	Activity	Beginning Of Storm	During Storm	After Storm
Below -18°C	Dry Snow	No packing Dry pavement	Rising	Plowing Sanding Salting	After 2cm of snow accumulation Follow after plowing if slippery No	Continuously Follow after plowing if slippery No	Bare pavement/wing shoulders/clean up Slippery sections only To bare or assist in baring pavement
			Falling	Plowing Sanding Salting	After 2cm of snow accumulation Follow after plowing if slippery No	Continuously Follow after plowing if slippery No	Bare pavement/wing shoulders/clean up Slippery sections only No
-18° to -12°C	Dry Snow	No packing Dry Pavement	Rising	Plowing Sanding Salting	After 2cm of snow accumulation Follow after plowing if slippery No	Continuously No No	Bare pavement/wing shoulders/clean up Slippery sections only To bare or assist in baring pavement
			Falling	Plowing Sanding Salting	After 2cm of snow accumulation Follow after plowing if slippery No	Continuously No No	Bare pavement/wing shoulders/clean up Slippery Sections only No
-18° to -12°C	Dry Snow	Packing	Rising	Plowing Sanding Salting	.5 hrs after salting No Before .5cm accumulation	Continuously Follow after plowing if slippery As necessary after plowing	Bare pavement/wing shoulders/clean up Slippery sections only To bare or assist in baring pavement
			Falling	Plowing Sanding Salting	After 2 cm of snow accumulation Follow after plowing if slippery No	Continuously Follow after plowing if slippery No	Bare pavement/wing shoulders/clean up Slippery sections only No
-12° to -7°C	Dry Snow	No Packing Dry Pavement	Rising	Plowing Sanding Salting	After 2cm of snow accumulation Follow after plowing if slippery No	Continuously Follow after plowing if slippery No	Bare pavement/wing shoulders/clean up Slippery sections only To bare or assist in baring pavement
			Falling	Plowing Sanding Salting	After 2cm of snow accumulation Follow after plowing if slippery No	Continuously Follow after plowing if slippery No	Bare pavement/wing shoulders/clean up Slippery sections only No
-12° to -7°C	Dry Snow	Packing	Rising	Plowing Sanding Salting	.5 hrs after salting No Before .5cm accumulation	Continuously Follow after plowing if slippery As necessary after plowing to assist plowing	Bare pavement/wing shoulders/clean up No To bare or assist in baring pavement
			Falling	Plowing Sanding Salting	After 2cm of snow accumulation No No	Continuously Follow after plowing if slippery No	Bare pavement/wing shoulders/clean up Slippery sections only No
Above -7°C	Wet Snow	Packing Wet Pavement	Rising	Plowing Sanding Salting	.5 hrs after salting No Before .5cm of snow accumulation	Continuously Follow after plowing if slippery As necessary after plowing	Bare pavement/wing shoulders/clean up No To bare or assist in baring pavement
			Falling	Plowing Sanding Salting	.5 hr after salting No Before .5cm of snow accumulation	Continuously Follow after plowing if slippery As necessary after plowing	Bare pavement/wing shoulders/clean up Slippery sections only To bare or assist in baring pavement
Above -7°C	Sleet or Freezing Rain	Possible Icing, Wet pavement	Rising	Plowing Sanding Salting	No No When icing starts	No Yes Yes	Remove slush Slippery sections only Slippery sections only
			Falling	Plowing Sanding Salting	No No When icing starts	No Yes Yes	Remove slush Slippery sections only To bare or assist in baring pavement
After Storm - any temperature	No precipitation	Road snow packed or icy	Rising	Plowing Sanding Salting			Continuously to bare pavement As necessary When above -18°C
			Falling	Plowing Sanding Salting			Continuously to bare pavement As necessary No
After Storm - any temperature	No precipitation	Drifting	Rising	Plowing Sanding Salting			Continuously to bare pavement No Slippery sections only
			Falling	Plowing Sanding Salting			Continuously to bare pavement Slippery sections only No

NOTE: Recommended treatment for various conditions shown on this chart should be used in MOST cases. However, unusual circumstances may necessitate departure from the recommended treatment. Temp. rising means temp to remain in or rise above temperature range. Temp. falling means temp. to remain in or fall below temp. range

		Schedule H Recommended Treatments - For Class 5 & 6 Roadways					
Temperature	Type of Precipitation	Road Condition	Temp.	Activity	Beginning Of Storm - Following Completion of Class 2, 3, & 4 roads	During Storm - Following Completion of Class 2,3 & 4 roads	After Storm
Below -18°C	Dry Snow	No packing Dry pavement	Rising	Plowing Sanding Salting	After 3.75cm of snow accumulation Follow after plowing if slippery No	Continuously Follow after plowing if slippery No	Plow pavement/wing shoulders/clean up Slippery sections only To bare or assist in baring pavement if required
			Falling	Plowing Sanding Salting	After 3.75cm of snow accumulation Follow after plowing if slippery No	Continuously Follow after plowing if slippery No	Plow pavement/wing shoulders/clean up Slippery sections only No
-18° to -12°C	Dry Snow	No packing Dry Pavement	Rising	Plowing Sanding Salting	After 3.75 cm of snow accumulation Follow after plowing if slippery No	Continuously No No	Plow pavement/wing shoulders/clean up Slippery sections only To bare or assist in baring pavement if required
			Falling	Plowing Sanding Salting	After 3.75cm of snow accumulation Follow after plowing if slippery No	Continuously No No	Plow pavement/wing shoulders/clean up Slippery Sections only No
-18° to -12°C	Dry Snow	Packing	Rising	Plowing Sanding Salting	.5 hrs after salting No Before .5cm accumulation	Continuously Follow after plowing if slippery As necessary after plowing	Plow pavement/wing shoulders/clean up Slippery sections only To bare or assist in baring pavement if required
			Falling	Plowing Sanding Salting	After 3.75 cm of snow accumulation Follow after plowing if slippery No	Continuously Follow after plowing if slippery No	Plow pavement/wing shoulders/clean up Slippery sections only No
-12° to -7°C	Dry Snow	No Packing Dry Pavement	Rising	Plowing Sanding Salting	After 3.75cm of snow accumulation Follow after plowing if slippery No	Continuously Follow after plowing if slippery No	Plow pavement/wing shoulders/clean up Slippery sections only To bare or assist in baring pavement
			Falling	Plowing Sanding Salting	After 3.75cm of snow accumulation Follow after plowing if slippery No	Continuously Follow after plowing if slippery No	Plow pavement/wing shoulders/clean up Slippery sections only No
-12° to -7°C	Dry Snow	Packing	Rising	Plowing Sanding Salting	.5 hrs after salting No Before .5cm accumulation	Continuously Follow after plowing if slippery As necessary after plowing to assist plowing	Plow pavement/wing shoulders/clean up No To bare or assist in baring pavement if required
			Falling	Plowing Sanding Salting	After 3.75cm of snow accumulation No No	Continuously Follow after plowing if slippery No	Plow pavement/wing shoulders/clean up Slippery sections only No
Above -7°C	Wet Snow	Packing Wet Pavement	Rising	Plowing Sanding Salting	.5 hrs after salting No Before .5cm of snow accumulation	Continuously Follow after plowing if slippery As necessary after plowing	Plow pavement/wing shoulders/clean up No To bare or assist in baring pavement if required
			Falling	Plowing Sanding Salting	.5 hr after salting No Before .5cm of snow accumulation	Continuously Follow after plowing if slippery As necessary after plowing	Plow pavement/wing shoulders/clean up Slippery sections only To bare or assist in baring pavement if required
Above -7°C	Sleet or Freezing Rain	Possible Icing, Wet pavement	Rising	Plowing Sanding Salting	No No When icing starts	No Yes Yes	Remove slush Slippery sections only Slippery sections only
			Falling	Plowing Sanding Salting	No No When icing starts	No Yes Yes	Remove slush Slippery sections only To bare or assist in baring pavement
After Storm - any temperature	No precipitation	Road snow packed or icy	Rising	Plowing Sanding Salting			No As necessary When above -18°C
			Falling	Plowing Sanding Salting			No As necessary No
After Storm - any temperature	No precipitation	Drifting	Rising	Plowing Sanding Salting			Plow drifts No Slippery sections only
			Falling	Plowing Sanding Salting			Plow drifts Slippery sections only No

NOTE: Recommended treatment for various conditions shown on this chart should be used in MOST cases. However, unusual circumstances may necessitate departure from the recommended treatment. Temp. rising means temp to remain in or rise above temperature range. Temp. falling means temp. to remain in or fall below temp. range

Schedule I - Recommended Treatments - All Parking Lots							
Temperature	Type of Precipitation	Road Condition	Temp.	Activity	During Storm	After Storm	
Below -18°C	Dry Snow	No packing Dry pavement	Rising	Sanding Salting	Follow after plowing if slippery No	Slippery sections only To bare or assist in baring pavement if required	
			Falling	Sanding Salting	Follow after plowing if slippery No	Slippery sections only No	
-18° to -12°C	Dry Snow	No packing Dry Pavement	Rising	Sanding Salting	No No	Slippery sections only To bare or assist in baring pavement if required	
			Falling	Sanding Salting	No No	Slippery Sections only No	
-18° to -12°C	Dry Snow	Packing	Rising	Sanding Salting	Follow after plowing if slippery As necessary after plowing	Slippery sections only To bare or assist in baring pavement if required	
			Falling	Sanding Salting	Follow after plowing if slippery No	Slippery sections only No	
-12° to -7°C	Dry Snow	No Packing Dry Pavement	Rising	Sanding Salting	Follow after plowing if slippery No	Slippery sections only To bare or assist in baring pavement if required	
			Falling	Sanding Salting	Follow after plowing if slippery No	Slippery sections only No	
-12° to -7°C	Dry Snow	Packing	Rising	Sanding Salting	Follow after plowing if slippery As necessary after plowing to assist plowing	No To bare or assist in baring pavement if required	
			Falling	Sanding Salting	Follow after plowing if slippery No	Slippery sections only No	
Above -7°C	Wet Snow	Packing Wet Pavement	Rising	Sanding Salting	Follow after plowing if slippery As necessary after plowing	No To bare or assist in baring pavement if required	
			Falling	Sanding Salting	Follow after plowing if slippery As necessary after plowing	Slippery sections only To bare or assist in baring pavement if required	
Above -7°C	Sleet or Freezing Rain	Possible Icing, Wet pavement	Rising	Sanding Salting	Yes Yes	Slippery sections only Slippery sections only	
			Falling	Sanding Salting	Yes Yes	Slippery sections only To bare or assist in baring pavement if required	
After Storm - any temperature	No precipitation	snow packed or icy	Rising	Sanding Salting		As necessary When above --18°C to bare or assist in baring pavement if required	
			Falling	Sanding Salting		As necessary No	

NOTE: Recommended treatment for various conditions shown on this chart should be used in MOST cases. However, unusual circumstances may necessitate departure from the recommended treatment. Temp. rising means temp to remain in or rise above temperature range. Temp. falling means temp. to remain in or fall below temp. range

ROADWAYS SNOW REMOVAL

SCHEDULE J



SCHEDULE K





Date _____

Patroller _____

Temperature _____

Weather _____

WINTER ROADWAY PATROL

SCHEDULE L

REPRSENTATIVE ROADWAY	TIME OF PATROL	ACCUMULATION ON ROADWAY			ICY ROADWAY		ACTION REQUIRED	
		0 cm	≤ 5 cm	> 5 cm	Yes	No	Yes	No
CLASS 2 1) WILLIAM/STEWART/CENTENNIAL/WINDSOR 2) REYNOLDS DR/CENTRAL AVE. 3) WILLIAM ST./COURTHOUSE AVE./BROAD ST. 4) GARDEN ST.	_____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
CLASS 3 1) MILLWOOD AVE. 2) ORMOND ST. 3) STROWGER BLVD./SCHOFFILED AVE./FRONT AVE. 4) BROCK ST./CENTRE ST. 5) CEDAR ST. 6) MARKET ST. EAST/MARKET ST. WEST	_____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
CLASS 4 1) TUPPER ST. 2) BARTHOLOMEW 3) APPLE ST./ HOME ST. 4) ORCHARD ST.	_____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
CLASS 2 5) WILLIAM/STEWART/CENTENNIAL/WINDSOR 6) REYNOLDS DR/CENTRAL AVE. 7) WILLIAM ST./COURTHOUSE AVE./BROAD ST. 8) GARDEN ST.	_____	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

*See Winter Maintenance Roadway Service Record if action required

Winter Roadway Patrol to be initiated within 1 hour of becoming aware of a winter storm event having commenced or being in progress.
 Winter Roadway Patrol to be carried out once every shift.



DATE _____ TEMPERATURE _____

PATROLLER _____ WEATHER _____

WINTER SIDEWALK INSPECTION

SIDEWALK CLASS	TIME	LOCATION	NEW SNOW COVER		ICY CONDITIONS		ACTION REQUIRED	
			0 ➔ <2"	≥2	YES			
			Freezing Rain	Thaw/Freeze				
#1		1361 Millwood Ave						
#1		32 Cedar St						
#1		46 William St						



Staff Report

Report To:	General Committee
Meeting Date:	October 17, 2023
Prepared By:	Phil Wood, Director of Operations Travis Raison, Project and Asset Coordinator
Report Number:	2023-180
Subject:	Brock Trail Project - Brock St. to Perth St. Reconstruction - Project Reconciliation

Recommendation

THAT Council approve funding the Brock St. to Perth St. reconstruction project cost overrun with donations fundraised by the Brock Trail Committee; and,

THAT Council approve the reassignment of the Brock St. to Perth St. funding source, supplementing CCBF funding with tax levy funding in the amount of \$32,000 as outlined in the report, to maximize the utilization of ATF grant funding for this project.

Background

City Operations and Engineering staff undertook a capital project to reconstruct the section of Brock Trail from Perth St. to Brock St. The project was approved under the 2022 capital budget and was completed in mid 2023. This section is currently reopened for public use.

During the construction of the project, portions of additional work and material were needed to address the onsite conditions. The cost of those scope modifications need to be reconciled. Staff have accounted for the additional work and materials to present to Council.

The objective of this report is to detail the project scope changes, account for the cost variances and obtain Council approval to adequately fund the project costs.

Analysis

Overview:

The Brock St. to Perth St. reconstruction project was identified as a priority by the Brock Trail Committee to address the deteriorating condition of the trail. The trail had a number of identified issues which the committee lobbied to resolved. Those items included:

1. The poor condition of the existing asphalt, cracked, pitted and heaving in places
2. The drainage at the rail underpass is prone to flooding and would not adequately drain, resulting in washed out trail material
3. The lack of drainage became a hazard when it turned to ice in the winter
4. The section of Brock Trail was dark due to the lack of lighting

The scope of the project designed solutions to remedy those issues.

Budget and procurement:

The project was approved by Council during the 2022 capital budget in the amount of \$173,900. Further, the project was approved for an Active Transportation Fund (ATF) grant, which increased the total project funding to \$278,240. This was summarized in staff report [2022-161](#) in August 2022.

The scope of construction for the project was publicly tendered and a contract was awarded to LA Knapp in the amount of \$263,269 as reported in staff report 2022-161 in August 2022. The tendered project scope accounted for the time and material estimates based on the design. Solar lighting was completed under a separate contract.

Project wrap-up:

During the project a number of unbudgeted costs were incurred related to the site conditions. Those variables resulted in additional services, time and materials being required by the contractor. For example, rock breaking was required in areas which was not part of the tendered scope and additional aggregate materials were needed including trucking.

The most significant source of cost variability was granular materials and the trucking of granular material to the project site. Other costs additions included the solar lighting and permits.

The total sum of project expenses was \$325,841.77.

Additional fundraising:

The Brock Trail Committee actively seeks and solicits fundraising for Brock Trail projects. The Committee has secured \$200,000 for designated Brock Trail Projects and an annual contribution of \$100,000 per year for three years to unspecified Brock Trail projects. In 2022, Council approved the Ferguson Falls extension and additional solar lighting along the trail, both of which were exclusively funded by donations received by the Brock Trail Committee.

The Brock Trail Committee endorses the use of the fundraising to fund the project expenses of the Brock St. to Perth St. reconstruction project.

Financial Implications

Budget and grant funding:

The Perth St. to Brock St. reconstruction project was approved by Council with a budget allotment of \$173,900 funded by the Canadian Community Build Fund (CCBF).

Prior to project commencement, the City was awarded an additional Active Transportation Fund (ATF) grant with funding structure of 60% contribution up to \$231,990 for the City's two approved Brock Trail projects. The Perth St. to Brock St. reconstruction project accounted for \$104,340 of this funding, with the remainder assigned to a separate Brock Trail project.

Through this grant structure, the City is obligated to contribute \$69,560 to the project that is funded by a source other than federal funding. This is to prevent grant "stacking". As a result, staff have provided a proposal to satisfy this funding condition.

The total approved funds for the project are \$278,240.

Project expense summary:

The total sum of project expenses, including the tendered project scope, onsite modifications, additional materials required and net HST is \$325,841.27. This amount results in a funding shortfall of \$47,601.27.

The Brock Trail committee has fundraised \$100,000 in 2023 designated to expenses related to the Brock Trail. The Brock Trail Committee endorses the use of this fundraising to cover the project funding shortfalls. Staff propose the funding shortfall be supplemented by the fundraising from the Brock Trail Committee.

Funding designation for grant:

The criteria of the ATF grant stipulates that the City is required to fund \$69,560 of the project by means other than federal funding which includes CCBF. Provided the Brock Trail Committee fundraising is utilized in an amount of \$47,601.27, an additional \$21,958.73 would need to be funded by a non-federal funding source, for example the tax levy.

Staff recommend the Parks capital project for replacement bleachers at Fulford Park (Cost Center 23RI65), having a budget of \$32,000 currently funded by the tax levy be changed such that:

- Parks bleachers (23RI65) be funded \$32,000 by CCBF
- The Brock St. to Perth St. funding be modified to:
 - Reduce \$32,000 in CCBF funding
 - Contribute \$32,000 in CCBF funding to the Parks bleachers project
 - Attribute \$32,000 in tax levy funding from the Parks bleachers project to the Brock St. to Perth St. project.

Reassignment of project funding adds no additional cost to the project.

Policy Alignment

In accordance with the City Budgetary Control Policy POL.F.20.181, Section 1 - Council has the sole authority to approve funding for operating and capital programs and Section 4 - Capital Budgets - Department Heads and the Director of Finance shall recommend the appropriate funding source.

Conclusion

The Brock St. to Perth St. reconstruction project is now complete and in use by the public. Staff have tracked and reconciled all of the project expenses identifying a project cost overrun.

The project cost overrun can be attributed to additional site work needed as a result of site conditions as well as costs associated with additional granular materials.

Staff recommend the project cost overrun be funded by donations that have been fundraised by the Brock Trail Committee. Staff also additionally recommend a reassignment of funding from CCBF funding to tax levy funding to maximize the project grant eligibility and avoid grant staking. Reassignment of project funding adds no additional cost to the project.

Approved by:

Phil Wood, Director of Operations

Status:

Approved - 10 Oct 2023

Travis Raison, Project and Asset Coordinator

Approved - 11 Oct 2023

Lynda Ferguson, Director of Finance & IT
Services

Approved - 11 Oct 2023

Sandra MacDonald, City Manager/City Clerk

Approved - 12 Oct 2023



Staff Report

Report To:	General Committee
Meeting Date:	October 17, 2023
Prepared By:	Phil Wood, Director of Operations Travis Raison, Project and Asset Coordinator
Report Number:	2023-187
Subject:	Brock Trail Project Phase II Front Ave. to Central Ave. - Project Reconciliation

Recommendation

THAT Council approve funding the Front Ave. to Central Ave. Phase II project shortfall with donations fundraised by the Brock Trail Committee; and

THAT Council approve the total donations allocated to the project meet the minimum contribution requirement to maximize the ATF grant funding.

Background

City Operations and Engineering staff undertook a multi-phase capital project to reconstruct the existing sections of Brock Trail from Front Ave. to Central Ave. parking lot with a second phase that included new bridges and Brock Trail sections to directly link up to Central Ave. The project phase II was approved under the 2022 capital budget. The project was completed in mid 2023, currently reopened for public use.

During the construction of the project, portions of additional work and material were needed to address the onsite conditions. The cost of those scope modifications need to be reconciled. Additionally, the Active Transportation Fund grant awarded to the project was scaled back by the grant provider resulting in a funding shortfall. Staff have accounted for the additional work and materials as well as the project funding shortfall to present to Council.

The objective of this report is to detail the project scope changes, account for the cost variances, detail the funding changes and obtain Council approval to adequately fund the the project expenses.

Analysis

Overview:

The Brock Trail - Front Ave. to Central Ave. project was identified by the Brock Trail Committee as a priority project. The section of the Brock Trail was one of the original

sections of the trail providing pedestrian linkage from downtown to midtown Brockville. Due to age and construction of its time, the trail had the following deficiencies:

1. The poor condition of the existing asphalt, cracked, pitted and heaving in places
2. Inclines that were non-compliant with AODA standards
3. Sections of trail that were very narrow due to rock formations
4. Poor drainage that resulted in very wet areas and flooding
5. The lack of drainage became a hazard when it turned to ice in the winter
6. The section of Brock Trail was dark due to the lack of lighting

The scope of the project designed solutions to remedy those issues. The project was broken in to four (4) components that were further broken into two project phases. The four project components were as follows:

- Part A - Engineering and construction work to reconstruct the existing trail section
- Part B - Construction of new bridge abutments & reinstallation of existing southern bridge
- Part C - Construction of new section of trail up to Central Ave. east of creek
- Part D - Construct bridge abutments for a new northern bridge and purchase and install:
 - A new northern bridge across the creek
 - A new southern bridge across the creek, replacing the existing

Phase I:

The project Phase I included Part A - the reconstruction of existing Brock Trail section with new properly graded, widened trails that included proper drainage provisions. This phase was approved by Council in the 2021 budget with contributory funding with Ontario Municipal Commuter Cycling (OMCC) grant funding.

Phase II:

The project phase II work was approved by Council in the 2022 capital budget. Phase II included Part B, C and D.

Budget and procurement:

Phase II was approved by council with a total budget of \$287,055 for the various project parts. Further, the project was approved for contribution via an Active Transportation Fund (ATF) grant which, made \$127,650 eligible to the project. This grant funding was summarized in staff report 2022-161 in August 2022.

Following Council approval, the project scopes were publicly tendered with the successful tender submissions evaluated by staff and elevated to purchase orders and construction contracts. In summary:

- LA Knapp was awarded the construction components of the project as an extension to the 2021 contract.
 - Tender reported to Council by way of staff report 2021-170 in Sept 2021
- Eagle Bridge was awarded the contract to provide two bridges
 - As reported to Council by way of staff report 2022-91 in May 2022
- STI was awarded the contract to provide solar lighting
 - As reported to Council by way of staff report 2022-228 in December 2022

Grant eligibility:

Following award of the ATF grant to the City, the City received a transfer payment agreement (TPA) for the ATF funding program. In accordance with the TPA, staff provide claim reports that detail the project expenses for the grant officer. During the claim report review for project expenses to date, the ATF funding officers concluded that the expenses related to the construction portions of the project were ineligible because of the date of tender being prior to the date of public award of the grant. This stipulation was not clearly identified in the TPA from the funding agency.

City staff unsuccessfully appealed for consideration and clarity on this matter. As a result, all work done prior to this decision would be deemed ineligible for reimbursement through the ATF grant. Staff worked with contractors to re-issue construction contracts and material purchase orders to maximize project expense eligibility. Although project contracts and tendering were completed in compliance with public tendering practices, the amount of ATF grant eligibility would be reduced from \$127,650 to \$51,978. Through this grant structure, the City is obligated to contribute \$34,653 to the project that is funded by a source other than federal funding. This is to prevent grant "stacking".

Project wrap-up:

During the project a number of unbudgeted costs were incurred related to the site conditions. Those variables resulted in additional contracted services and materials being required by the contractor. Project expenses that deviated from the budget include:

- Discovery of a natural water spring which required additional drainage provision
- Rock breaking to manage the water runoff and drainage
- Additional aggregate materials and trucking were needed
- Additional engineering required by CRCA

The most significant source of cost variability was the additional work to manage the water spring and runoff as well as the purchase and trucking of granular materials to the project site.

The total sum of project expenses was \$369,449.

Additional fundraising:

The Brock Trail Committee actively seeks and solicits donations for Brock Trail projects. The Committee has secured \$200,000 for designated Brock Trail Projects and an annual contribution of \$100,000 per year for three years to un-allocated Brock Trail projects. In 2022, Council approved the Ferguson Falls extension and additional solar lighting along the trail both of which were exclusively funded by donations acquired by the Brock Trail Committee.

The Brock Trail Committee endorses the use of the fundraising to fund the project expenses of the Front Ave. to Central Ave. reconstruction project.

Financial Implications

Budget and grant funding:

The Phase II - Front Ave. to Central Ave. Brock Trail project was approved by Council with approved budget allotments totaling \$287,055.

Prior to project commencement, the City was additionally awarded an Active Transportation Fund (ATF) grant with funding structure of 60% contribution up to \$231,990 for the City's two approved Brock Trail project. The Phase II - Front Ave. to Central Ave. project accounted for \$127,650 of this funding, with the remainder of the funding assigned to a separate Brock Trail project.

While the project was underway, the ATF funding officers reduce the project eligibility to \$51,978 in eligible expenses. The criteria of the ATF grant stipulates that the City is required to fund \$34,653 of the project by means other than federal funding which includes CCBF.

The total approved funds for the project are \$339,033.

Project expense summary:

The total sum of project, expenses including the tendered project scope, onsite modifications, additional materials required and net HST is \$369,449. This amount results in a funding shortfall of \$30,416.

The Brock Trail committee has fundraised \$100,000 in 2023 designated to expenses related to the Brock Trial. The Brock Trail Committee endorses the use of this fundraising to cover the project funding shortfalls and to maximize the ATF grant funding. Staff propose the funding shortfall be supplemented by the fundraising from the Brock Trail Committee.

Policy Alignment

In accordance with the City Budgetary Control Policy POL.F.20.181, Section 1 - Council has the sole authority to approve funding for operating and capital programs and Section 4 - Capital Budgets - Department Heads and the Director of Finance shall recommend the appropriate funding source.

Conclusion

The Phase II - Front Ave. to Central Ave. Brock Trial project is now complete and in use by the public. Staff have tracked and reconciled all the project expenses identifying project cost overruns.

The project has a funding shortfall as the result of reduction of eligible project expenses by the ATF grant funding authority during the project.

Staff recommend the project funding shortfall be supplemented by available donations that have been fundraised by the Brock Trail Committee.

Staff recommend that the total donations allocated to the project meet the minimum contribution requirement to maximize the ATF grant funding opportunity.

Approved by:

Phil Wood, Director of Operations

Status:

Approved - 10 Oct 2023

Travis Raison, Project and Asset Coordinator

Approved - 11 Oct 2023

Lynda Ferguson, Director of Finance & IT
Services

Approved - 11 Oct 2023

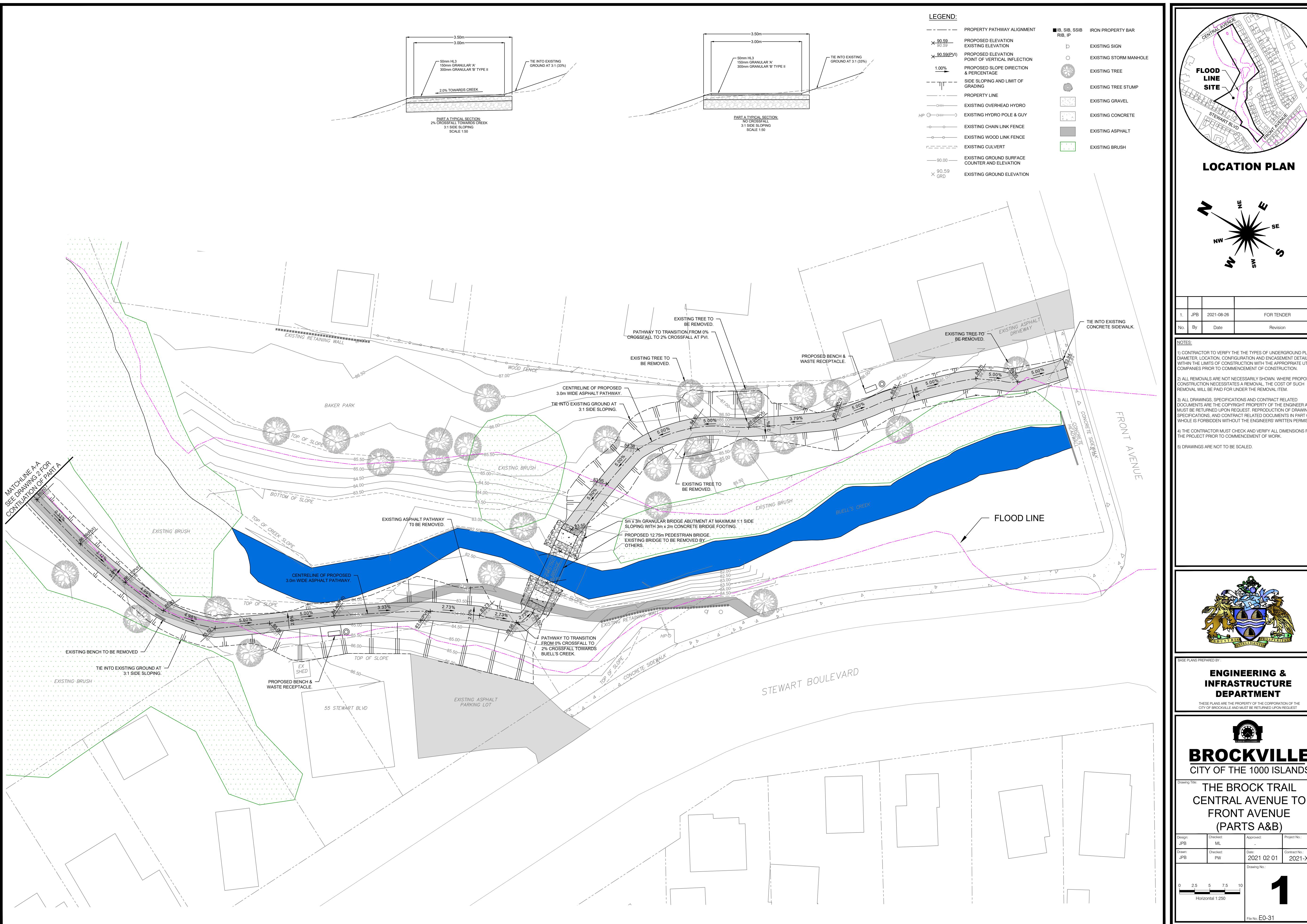
Sandra MacDonald, City Manager/City Clerk

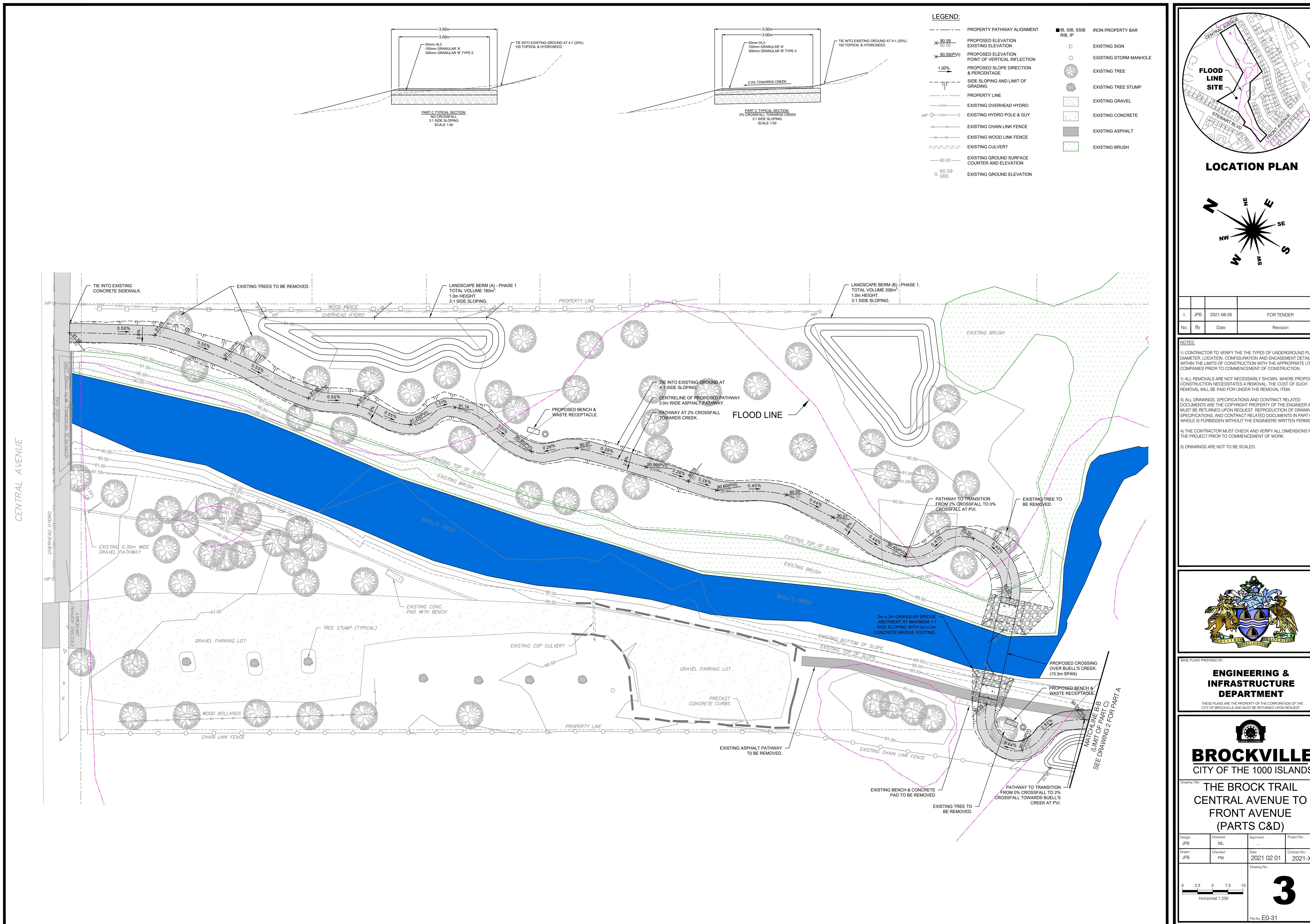
Approved - 12 Oct 2023

Attachments:

[DWG 1 - PARTS A&B](#)

[DWG 3 - PART C&D](#)







Staff Report

Report To:	General Committee
Meeting Date:	October 17, 2023
Prepared By:	Phil Wood, Director of Operations Matthew Locke, Supervisor of Transportation & Fleet Services Travis Raison, Project and Asset Coordinator
Report Number:	2023-184
Subject:	William Street Overpass Rehabilitation

Recommendation

THAT staff prepare a capital business case for the rehabilitation of the William Street overpass for Council consideration during the 2024 capital budget.

Background

The William Street CNR Bridge was constructed circa 1960 and is approximately 63 years old. The overpass has undergone regular preventative maintenance to date including replacement of expansion joints and abutment bearings since the date of original construction.

All City bridges and culverts have scheduled maintenance inspection in accordance with Ontario Structural Inspection Manual (OSIM). Deficiencies related to age, wear and tear and environmental conditions are observed and documented during these inspections. As a result of the OSIM inspection and observed deficiencies, an engineering consultant was retained to prescribe the required rehabilitation.

The objective of this report is to present the results of the engineering consultant recommendations and detail the cost estimates to complete the work in an upcoming capital budget.

Analysis

Rehabilitation plan:

In 2017, a survey of the overpass deck was completed along with a rehabilitation study by HP Engineering. The survey and studies revealed that although the major structural components of the bridge are in generally good condition, there are a number of areas that are deteriorating and in need of repair. The estimated cost of repair provided in the 2017 study was estimated at \$1,714,4400 excluding HST.

In 2022, City staff tendered the follow-up structural evaluation. The structural evaluation consisted of hiring a qualified engineering consultant to evaluate all the available information, perform additional onsite inspections of the William St. overpass and detail a complete rehabilitation plan with detailed construction plans, drawings and estimated up to date repair costs. This scope was defined as the Phase 1 of the overall overpass rehabilitation. The objective of the rehabilitation work is to extend the life of the bridge for an additional, estimated 25 years.

The structural evaluation scope was publicly tendered with HP Engineering as the successful tender submission. HP Engineering has completed the scope of work and submitted the rehabilitation plan, drawings and cost estimates.

The City is now in a position to proceed with Phase 2 of the project which is the construction phase to complete the rehabilitation plan. Staff intend to present the Phase 2 - William St. Overpass Rehabilitation Plan to Council during the 2024 capital budget.

Phase 2 scope of work:

The scope of work of the rehabilitation plan will address identified areas which include:

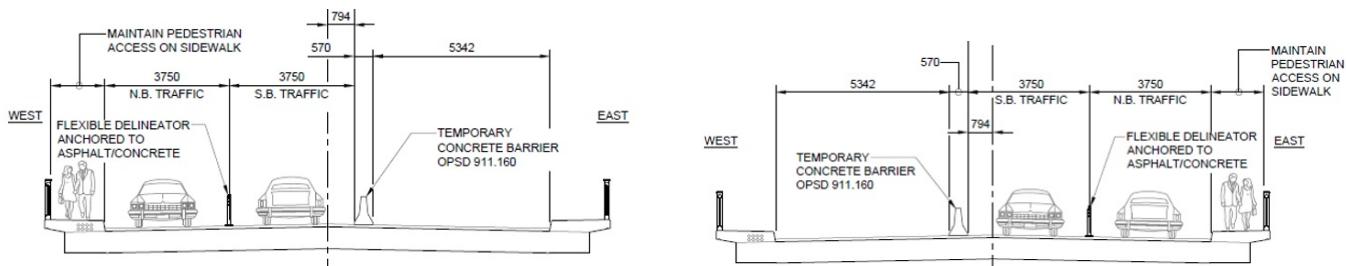
- Abutment walls
 - Localized concrete repairs on the vertical faces and bearing seat areas
 - Large scale refacing of the vertical faces
 - Reconstruction of the bearing seats
 - Replacement of elastomeric bearings
- Ballast walls
 - Full height removal and reconstruction of the ballast walls
 - Removal and replacement of the upper portions of north/south ballast walls
 - Replacement of expansion joints
- Approach railing and guiderail
 - Existing in-boulevard guiderail be removed and replaced with steel beam
 - Existing three-cable guiderail be removed and replaced with steel beam
- Deck repair
 - Replacement of the two existing lifts of asphalt
- Sidewalks
 - Full removal and replacement of sidewalks due to significant deterioration
- Traffic management
 - Including options for full closure and partial closure

Traffic staging options:

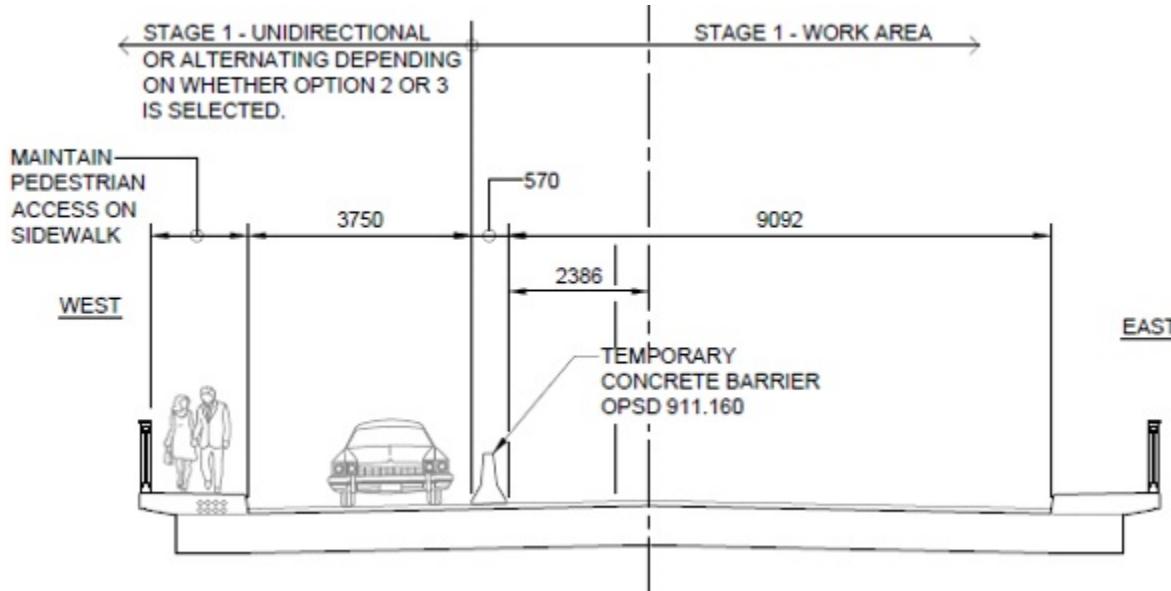
Due to the scope of work, the consultant proposed multiple traffic staging options to either close the overpass to traffic or permit limited traffic during the construction work. The difference between permitting traffic versus closing traffic has the net effect of reducing the work schedule and the risk to construction workers, therefore having a reduction on the estimated costs of the work.

The consultant has recommended the following traffic options for consideration:

Option #1: Maintain 2-lanes of traffic, one in each direction:



Option #2: Maintain an alternating unidirectional lane of traffic:



For reference, the net cost in terms of time and costs to permit traffic during construction will add:

- 8 to 12 weeks of additional work to the construction schedule
- an estimated \$580,980 to the cost of the rehabilitation project

A further summary is provided in the Financial Implications section of this report.

Financial Implications

Costs estimates for the rehabilitation of the William Street Overpass were developed by the consultant. The variation in cost and timeline of the project varies based on the optional traffic staging scenarios which provide traffic management options for the City. The options include:

- Full closing the overpass for the duration of the construction work
- Partially closing reducing to two lanes to serve north and south bound traffic

A summary of costs and affects of project timeline is provided below: (prices exclude HST)

Staging Option	Estimated Construction Time	Estimated Construction Cost
Option 1 - Maintain 2 lanes of traffic at all times (one lane in each direction)	32 Weeks	\$ 3,660,888.00
Option 2 - Maintain a unidirectional lane of traffic over the structure at all times	28 Weeks	\$ 3,395,388.00
Option 3 - Maintain a single lane of alternating traffic controlled by temporary signals at all times	28 Weeks	\$ 3,419,388.00
Option 4 - Apply a combination of Staging Option 2 or 3 followed by Staging Option 1.	28 Weeks	\$ 3,377,388.00
Option 5 - Close bridge to all traffic and complete the work in 1 stage	20 Weeks	\$ 3,079,908.00

Federal and Provincial funding:

The William St. overpass rehabilitation project was approved for funding through the Investing in Canada infrastructure Program (ICIP): Rural & Northern Stream. The funding schedule lists the total eligible project costs of \$1,732,500. The resulting total funding is broken down as follows:

- Federal funding (50%): \$866,250
- Provincial funding (33%): \$577,442.25
- Municipal funding (17%): \$288,807.75

To date the costs of the engineering work and consultants has been expensed through this grant program. The grant program funding schedule was established in 2019 with scheduled eligibility until 2027. The construction phase funding is identified as taking place in 2024 and 2025.

Staff intend to bring this work in a capital business case during the 2024 budget.

Policy Alignment

In accordance with budgetary control policy Council approval is required to establish capital projects and budgets prior to the undertaking of any tendering or incurring of expenses.

Staff plan to bring this capital project forward during the 2024 capital budget. Council approval is required prior to undertaking construction.

Conclusion

The existing William St. overpass structure was built in 1960. The overpass has had regular maintenance. However, due to age, regular wear and tear and environmental conditions the overpass is in need of rehabilitation to address deficiencies observed during regular structural maintenance inspections.

Staff have engaged structural engineering consultant HP Engineering to complete a structural design and rehabilitation plan within the approved scope of the 2023 capital project. Staff have summarized the design detail and cost estimates, which should extend the working life of the bridge for an estimated 25 years.

With Council approval, Staff plan to bring the construction phase of this project to the 2024 capital budget for Council approval.

Approved by:	Status:
Phil Wood, Director of Operations	Approved - 12 Oct 2023
Travis Raison, Project and Asset Coordinator	Approved - 12 Oct 2023
Matthew Locke, Supervisor of Transportation & Fleet Services	Approved - 13 Oct 2023
Lynda Ferguson, Director of Finance & IT Services	Approved - 13 Oct 2023
Sandra MacDonald, City Manager/City Clerk	Approved - 13 Oct 2023



Staff Report

Report To:	General Committee
Meeting Date:	October 17, 2023
Prepared By:	Emily MacKenzie, Finance & Cemetery Records Coordinator Lynda Ferguson, Director of Finance & IT Services
Report Number:	2023-175
Subject:	Brockville Cemetery - By-law Amendments

Recommendation

THAT Council receive Report 2023-175, with proposed amendments to the Cemetery By-law for the maintenance, management, regulation, and control of the Brockville Cemetery; and

THAT Council amend Cemetery By-Law 042-2021.

Background

Council passed Brockville Cemetery By-Law 042-2021 on May 11, 2021. Cemetery Staff are recommending that several amendments be completed to ensure compliance with legislation and establish consistent communication to Interment Rights Holder's and external contractors.

Once the bylaw is passed by Council it will only take effect once approved by the Bereavement Authority of Ontario.

Analysis

Cemetery Staff have identified several amendments that must be made to the current By-law. The proposed amendments relate directly to monuments, markers, and foundations, while others relate to standards for interments, graves and columbarium niches to prevent work stoppage.

Introduction of Standard Operating Procedures & Permit System

Standard Operating Procedures (Schedule A in draft by-law attached) are being proposed to outline the process Cemetery Staff will undertake to ensure that any work completed by a contractor or monument dealer is compliant with the Cemetery By-law. Additionally, a permit based system is proposed for any work including landscaping, engraving, and installations of monuments or markers. The permit system will replace the current Foundation, Monument or Marker Installation Form. The permit system will improve customer service for the interment rights holders as

well as improve communication with, and solidify expectations, of third-party contractors.

Going forward, contractors will not be permitted to complete any work until they are issued a permit and a schedule of installation dates so that a Cemetery Staff member is present. Under the new system, Cemetery Staff will use written communication (email or registered mail) to follow up with Contractors to solidify the communication.

Similar Permit based systems are used by the City of Hamilton, Town of The Blue Mountains, as well as various municipalities in Manitoba, Saskatchewan, and Alberta.

General Changes

Under the proposed amendments there is clarification within the wording and new proposed clauses for interments and maintenance standards for graves and columbarium niches. Any proposed additions or amendments are highlighted in yellow within the attachment.

Financial Implications

There are no financial considerations with this report.

Policy Alignment

All By-Law amendments must be approved by Council. A four-week notification period will be required prior to the filing of the amended By-Law for approval from the Registrar, Bereavement Authority of Ontario.

Conclusion

Cemetery Staff have proposed several amendments to Cemetery By-law 042-2021 to ensure consistent messaging and compliance from Interment Rights Holder's and external contractors. These amendments include the addition of a Schedule A and the introduction of a Permit based system for maintenance activities completed by external contractors and monument dealers.

Approved by:

Lynda Ferguson, Director of Finance & IT Services

Sandra MacDonald, City Manager/City Clerk

Status:

Approved - 12 Oct 2023

Approved - 12 Oct 2023

Attachments:

[By-law 042-2021 \(proposed amendments\)](#)

**THE CORPORATION OF THE CITY OF BROCKVILLE
By-Law Number 042-2021 (as amended)
Consolidated Copy**

*A By-Law of the City of Brockville to establish the maintenance,
management, regulation and control of the Brockville Cemetery and to
repeal previous By-laws
(as amended by By-law 098-2021 and By-law 0XX-2023)*

WHEREAS the Corporation of the City of Brockville has established the Brockville Cemetery upon those lands formerly known as the Oakland Cemetery, Old Brockville Cemetery, Old St. Peter's Cemetery and New St. Peter's Cemetery to operate as a municipal cemetery; and

WHEREAS ON July 1, 2012 the *Cemeteries Act*, R.S.O. 1990, c.4 was repealed and replaced by the *Funeral, Burial and Cremation Services Act*, 2002 S.O. 2002, c.33; and

WHEREAS subsection 53(7) of the *Funeral, Burial and Cremation Services Act*, 2002 S.O. 2002, c.33 (the "Act"), and section 85 of Ontario Regulation 30/11 under the Act, authorizes the Corporation of the City of Brockville to act as the trustee of a care and maintenance fund or account; and

WHEREAS the *Funeral, Burial and Cremation Services Act*, S.O. 2002, c.33 and Ontario Regulation 30/11 provides that an owner of a cemetery may make By-laws governing rights, entitlements, and restrictions with respect to interment and scattering rights in the said cemetery; and

WHEREAS section 10 of the Municipal Act S.O. 2001, Chap. C.25, as amended, confers the power to a municipality to pass by-laws with respect to services and things that the municipality is authorized to provide; and

WHEREAS it is necessary to update the rules and regulations for the Brockville Cemetery to be compliant with the Act;

NOWTHEREFORE the Council for the Corporation of the City of Brockville enacts as follows:

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A. DEFINITIONS

Act: The Funeral, Burial and Cremation Services Act, 2002 (FBCSA)

Bereavement Authority of Ontario Consumer Protection Fee: This fee is charged by the Bereavement Authority of Ontario (BAO) in order to provide its services of information on your options in bereavement services and to regulate the profession making sure the law is consistently followed.

Burial: The opening and closing of an inground lot or plot for the disposition of human remains or cremated human remains.

By-laws: The rules and regulations under which the Cemetery (and/or Crematorium) operates.

Care and Maintenance Fund: It is a requirement under the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) and Ontario Regulation 30/11 and 184/12 (O. Reg. 30/11 & 184/12) that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the Cemetery.

Cemetery: Shall mean the Brockville Cemetery located on *Concession 1 Part Lot 19 & Part Lot 20*, Township of Elizabethtown-Kitley, County of Leeds, being land set aside to be used for the interment of human remains.

Cemetery Services: In respect of a lot, crypt, or niche;

- (I) Opening and closing of a grave, crypt or niche
- (II) Interring or disinterring human remains
- (III) Construction of a foundation for a marker (applicable only to lot or crypt)

Certificate of Interment Rights: The document issued by the Brockville Cemetery to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.

Columbarium: Is a structure designed for the purpose of interring cremated human remains in niches or compartments;

Contract: For purposes of these by-laws, all purchasers of interment or scattering rights, or other cemetery supplies and services must receive a copy of the contract they and the Cemetery Operator have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the Cemetery By-laws, a copy of the Consumer Information Guide and the Price List.

Corner Posts: Shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.

Crypt: An individual compartment in a mausoleum for the entombment of human remains.

Die: The part of an upright monument which can be engraved.

Grave: (also known as Lot) means any inground burial space intended for the interment of a human remains or cremated human remains.

Interment Right: The right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche or crypt and direct the associated memorialization.

Interment Rights Certificate: The document issued by the cemetery operator to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights.

Interment Rights Holder: The person(s) authorized or entitled to inter human remains in a specified lot. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.

Lot: For the purposes of this By-Law a lot is an area of land in the cemetery containing, or set aside to contain, interred human remains and includes a tomb, crypt or compartment in a mausoleum and a niche or compartment in a columbarium and any other similar facility or receptacle.

Marker: Shall mean any permanent memorial structure that is set flush and level with the ground or upright marker which protrudes above the ground and is used to mark the location of a burial lot.

Monument/Headstone: Any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.

Municipality: Shall mean the Corporation of the City of Brockville.

Niche: An individual compartment in a columbarium for the entombment of cremated human remains.

Ontario Regulation 30/11: O. Reg. 30/11

Ontario Regulation 184/12: O. Reg. 184/12

Operator: The Corporation of the City of Brockville

Plot: For the purposes of these by-laws, means two or more lots in respect of which the rights to inter have been sold as a unit.

Registrar: Shall mean the Registrar appointed under the FBCSA.

Scattering: Shall mean the act of spreading of cremated remains over a designated area within a cemetery with the knowledge and permission of the Cemetery Operator and in keeping with the cemetery's by-laws.

Scattering Rights Holder: Any person designated to hold the right to scatter cremated human remains in a specified lot or other designated area within the cemetery.

B. GENERAL INFORMATION

Hours of Operation:

Visitation Hours: Sunrise to sunset

Office Hours:

Summer Hours: May 1 to October 31,
8:00 am – 12:00 pm (By appointment only)
1:00 pm – 4:00 pm (Drop In)

Winter Hours: November 1 to April 30,
8:00 am to 4:00 pm (By appointment only)

Burial Hours: Monday to Friday, 9:00 am to 3:00 pm
Saturday and Sunday subject to availability and
surcharge

General Conduct:

1. The Cemetery reserves full control over the cemetery operations and management of land within the cemetery grounds.
2. No person may damage, destroy, remove, or deface any property within the Cemetery.
3. All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.
4. No parades other than funeral processions shall be admitted to or be organized within the Cemetery.
5. Children under the age of twelve years are not admitted to the grounds unless accompanied by an adult.
6. Vehicles within the Cemetery shall be driven at a moderate rate of speed of no more than 20 km/h (15 mph) and shall not leave the avenues or park on the grass unless directed to do so by the Cemetery Operator.
7. No pleasure ATVs (all-terrain vehicles), dirt bikes or snowmobiles are allowed in the Cemetery.
8. Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.
9. Enquiries or complaints by plot owners or visitors shall be made to the Cemetery Office and not to the workmen or the grounds keeper.
10. Any person disturbing the quiet and good order of the cemetery by noise or other improper conduct or who violates any provisions of these policies and procedures may be expelled from the cemetery.

11. Any communication between plot owners or Interment Rights Holders and companies that sell memorialization or bereavement sector supplies or services are separate from the Cemetery Office. The Cemetery Operator is not responsible for any external provider that provides inaccurate information to plot owners or Interment Rights Holder's.
12. Interment Rights Holder's who have purchased, inherited, or were transferred Interment Rights that are not compliant with this By-law shall have a small tag placed at their site and a letter outlining the deficiencies identified mailed to their address listed on file.

Interment Rights Holder's will be permitted up to thirty (30) days following the notice of deficiency to correct any items identified. Following this window, the Cemetery Operator reserves the right to have Cemetery Staff remove or correct the items identified.
13. The Cemetery Office will not tolerate any verbal harassment, coercion, or bullying at any time.

By Law Amendments:

The cemetery shall be governed by these bylaws, and all procedures will comply with the Funeral Burial and Cremation Services Act, 2002 and Ontario Regulation 30/11 and 184/12, which may be amended periodically.

All by-law amendments must be:

- Published once in a newspaper with general circulation in the locality in which the cemetery is located;
- Conspicuously posted on a sign at the entrance of the cemetery; and
- Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year if the by-law or by-law amendment pertains to markers or their installation.

All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA and the Bereavement Authority of Ontario.

Liability:

The Cemetery Operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to, any lot, plot, columbarium niche, mausoleum crypt, monument, marker, or other article that has been placed in relation to an interment or scattering right save and except for direct loss or damage caused by gross negligence of the cemetery.

Public Register:

Provincial legislation – Section 110 of Ontario Regulation 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.

Pets or Other Animals:

Pets or other lower animals, including cremated animal remains, are not allowed to be buried **within areas designated for human burials on the cemetery grounds.**

Right to Re-Survey:

The Cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.

C. CANCELLATION OR SALE AND TRANSFER OF INTERMENT RIGHTS

Purchasers of interment or scattering rights holders acquire only the right to direct the burial of human remains and the scattering of cremated human remains, and the installation of monuments, markers, and inscriptions, subject to the conditions set out in the cemetery by-laws. In accordance with cemetery by-laws, no burial, entombment, scattering, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the Interment Rights Holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property. An interment rights holder wishing to resell their interment rights may advise the cemetery operator of their intention prior to seeking a third-party buyer for their interment rights.

Cancellation of Interment Rights within 30 Day Cooling-Off Period:

A purchaser has the right to cancel an interment or scattering rights contract within thirty (30) days of signing the interment or scattering rights contract, by providing written notice of the cancellation to the Cemetery Operator. The Cemetery Operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

Cancellation of Interment or Scattering Rights after the 30-Day Cooling-Off Period:

Upon receiving written notice from the purchaser of the interment or scattering rights, the Cemetery Operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment or scattering rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the certificate of interment rights has been issued to the interment rights holder(s), the certificate must be returned to the Cemetery Operator along with the written notice of cancellation.

If any portion of the interment or scattering rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment or scattering rights.

Care and Maintenance Fund Contributions:

As required by the Funeral, Burial and Cremation Services Act, 2002, and O. Reg. 30/11 and 184/12, a percentage of the purchase price of all interment rights, scattering rights and the prescribed amount set out in the Act where there were no scattering rights sold, and a prescribed amount for monuments and markers is contributed into the care and maintenance fund. Income from this fund is used to provide only general care and maintenance of the cemetery. Contributions to the care and maintenance fund are not refundable except when interment or scattering rights are cancelled within the 30-day cooling off period.

Notice of Resale and Transfer of Interment or Scattering Rights:

The resale or transfer of interment or scattering rights directly to a third party is prohibited. An interment rights holder wishing to resell their interment rights must make the request to the Cemetery Operator in writing. The Cemetery Operator will repurchase according to the Funeral, Burial and Cremation Act, 2002 and its associated regulations. The interment

or scattering rights will be repurchased at the price listed on the Cemetery Operator's current price list less the Care and Maintenance Fund contribution made at the time of purchase. The re-purchase and payment to the rights holder requesting the sale must be completed within 30 days of the request. If the certificate of interment rights has been issued to the interment rights holder(s), the certificate must be returned to the Cemetery Operator along with the written notice.

If any portion of the interment or scattering rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment or scattering rights.

Purchasers of interment or scattering rights holders acquire only the right to direct the burial of human remains and the scattering of cremated human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws.

In accordance with cemetery by-laws, no burial, entombment, scattering, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. A certificate of interment rights will be issued to the interment rights holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property.

D. BURIAL OR SCATTERING OF CREMATED REMAINS

Interment or scattering rights holder(s) must provide written authorization prior to a burial or scattering. Should the interment or scattering rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the *Succession Law Reform Act* i.e. Personal Representative, Estate Trustee, Executor or next of kin.

A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the cemetery office prior to a burial or scattering taking place. A Certificate of Cremation must be submitted to the cemetery office prior to the burial of cremated remains or scattering of cremated remains taking place.

In accordance with the FBCSA and O. Reg 30/11 and 184/12 the purchaser of interment or scattering rights must enter into a cemetery contract,

providing such information as may be required by the Cemetery Operator for the completion of the contract and the public register prior to each burial of human remains, or each scattering of cremated human remains.

Payment must be made to the cemetery **in full** before a burial can **take place**.

The cemetery shall be given 24 business hours, or 3 business days of notice for each burial of human remains, cremated human remains or scattering of cremated human remains. Weekend burials or scatterings are upon availability and surcharge.

The opening and closing of graves, crypts and niches or the scattering of cremated remains may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.

Cremated remains may be scattered within a designated area of the cemetery.

Cremated remains are not permitted to be scattered on a grave.

A scattering rights contract must be completed and the payment of the scattering fee must be received before the scattering of cremated human remains can take place.

Once scattered cremated remains cannot be retrieved.

Human remains may only be disinterred in accordance to the FBCSA and its associated regulations. Written consent of the interment rights holder and prior notification of the medical officer of health must be received by the Cemetery Operator. A certificate from the local medical officer of health must be received at the cemetery office before the removal of casketed human remains from the cemetery may take place. A certificate from the local medical officer of health is not required for the disinterment of cremated remains from a lot or the removal of cremated remains from the cemetery.

In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s).

A maximum of one (1) casket interment and/or four (4) cremation interments are permitted in any single lot or grave. A lot designated for a

child or infant are permitted a maximum of one (1) casket or cremation interment.

A maximum of two (2) cremation urns **or one (1) companion urn** is permitted in any cremation lot or double niche. A maximum of one (1) cremation urn is permitted for a single niche.

Plot owners or Interment Rights Holders and their legal representatives are permitted to request items be placed within the grave. The Cemetery Operator will permit the following items to be placed in the grave alongside a casket or urn, so long as advanced notice has been provided to the Cemetery Office.

- Real flowers, tobacco, or small amounts of spirits
- Small items placed within a bag made of cotton or linen
 - Includes any items containing metal, glass or pottery

Winter interments shall mean all interments between the first day of November in any year and the last day of April of the following year. Winter interments are subject to an additional surcharge.

E. MEMORIALIZATION

General:

1. No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.
2. No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the Cemetery Operator.
3. Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.
4. The Cemetery Operator will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.
5. The Cemetery Operator reserves the right to determine the maximum size of monuments, their number and their location on

each lot or plot. They must not be of a size that would interfere with any future interments.

6. All foundations for monuments and markers shall be built by, or contracted to be built for, the Cemetery Operator at the expense of the interment rights holder.
7. Should any monument or marker present a risk to public safety because it has become unstable, the Cemetery Operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.
8. The Cemetery Operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the trustees.
9. A monument, private mausoleum, or other structure shall be erected only after the specific design plans have been approved by the Cemetery Operator including dimensions, material of structure, construction details, and proposed location.
10. Memorials – Monuments, markers, plaques, etc. are owned by the Interment Rights Holder and the Cemetery Operator is not responsible for their loss or deterioration. These memorials should be protected by the Interment Rights Holder's own insurance coverage.
11. The Cemetery Operator assumes no responsibility or liability for any photograph, including porcelain images, or etchings on a memorialization item that become lost, faded, cracked, damaged, or that may need to be removed.
12. Schedule A of this By-law outlines the responsibilities and operating procedures that the Cemetery Operator, designated Cemetery staff, and any company that makes, purchases, installs or provides memorialization items must abide by.
13. Any person either than an employee, contractor, or memorialization supplier that in any way installs, alters, or removes a monument, marker or memorialization item does so entirely at their own risk, including assuming the risk for any loss of or damage to the item or

any injury to themselves occurring during or after installation or repair.

14. The Cemetery Operator reserves the right to "grandfather" in any replacement memorialization item installed prior to January 1, 2000, so long as the memorialization item does not pose a hazard to visitors or interfere with maintenance efforts.

Monuments:

For the purpose of the regulations, a monument shall be understood to mean any permanent memorial projecting above the ground level.

1. No inscription shall be placed on any monument which is not in keeping with the dignity and decorum of the Cemetery.
2. Candle holders and vases may constitute part of a monument if they are made of granite, bronze, or stainless steel. If a translucent section is necessary, it must be made of an unbreakable, heat-resistant glass or of a plastic material that is fire resistant.
3. Candle holders must be included in determining the overall size of the memorial. A maximum of two (2) candle holders or vases shall be placed on the base of a monument. They must be centered on the end or ends of the base.
4. A candle holder must be adequately drained to prevent any collection of water and be fully enclosed on all sides by a door or lid.
5. No monument or marker will be delivered to the Cemetery without the Landscaping, Memorialization & Foundation Permit form containing the following information:
 - a. the Interment Rights Holder's name and address.
 - b. instructions for placement of the marker or monument.
 - c. the dimensions in the case of a flat marker.
 - d. in the case of a monument:
 - i. the dimensions of the die, height, width, length.
 - ii. the dimensions of the base, height, width, length.
 - iii. the overall size of the monument.

- e. the appropriate amount for the care and maintenance fund in relation to the size of the marker/monument as set out in the FBCSA, must accompany the monument.
- 6. Every person installing a monument or marker in the Cemetery shall pay the prescribed amount, as set out in the FBCSA, to the care and maintenance fund. The interest earned from this fund will be used to maintain the markers or monuments in a safe condition.
- 7. Every person wishing to install a marker in the Cemetery shall pay the amount prescribed by the FBCSA. No care and maintenance fee required when the existing memorial is replaced by the family.
- 8. If a monument or marker in a cemetery presents a risk to public safety because it is unstable, the Cemetery staff shall do whatever is necessary by way of repairing, resetting or laying down the marker to remove the risk.
- 9. A double lot is only allowed two (2) headstones, two (2) footstones and four (4) corner posts. Due to the work involved to keep this level, the quantity permitted per lot will be restricted.
- 10. The maximum size monument allowed on a single lot is:
 - a. height 1.52 metres (5 ft)
 - b. width 86.36 cm (34 in)
 - c. base 86.36 cm (34 in)
 - d. die 20.50 cm (8 in)
- 11. Should the monument not exceed 100 cm (3 ft) overall height, the die may be 15.24 cm (6 in).
- 12. The minimum width of a base is controlled **and** must not be smaller than 30.48 cm (12 in). No base shall be closer than 5.08 cm (2 in) to the lot width side lines on which it is to be installed. **For the purpose of this By-law, a minimum of 2.54 cm (1 in) of space must be available on either side of the base from the width side lines.**
- 13. **The maximum base permitted varies based on the dimensions and number of graves the monument is to span. Schedule A outlines the maximum width permitted based on different circumstances.**
- 14. Monuments cannot be placed "back to back".

15. Monuments taller than 30.48 cm (12 in) are not permitted in Oakland Protestant Section 12.

All monuments installed in Row A must consist of a 40.64 cm x 25.4 cm (16 in x 10 in) bronze plate and a 50.8 cm x 35.56 cm (20 in x 14 in) grey granite base with a rise of 15.24 cm/7.62 cm (6 in/3 in).

All monuments installed in Row B may be constructed of any material permitted in this By-law, so long as they do not exceed a base size of 50.8 cm x 35.56 cm (20 in x 14 in), with a rise of 15.24 cm/7.62 cm (6 in/3 in).

16. Monuments must be placed at the head end of the lot except where alignment with existing nearby monuments justifies another location.
17. Approval of the location must be obtained from the Cemetery Operator before a monument is set.
18. The die stones must be installed on a granite base. The height of the base shall be a minimum of 10.16 cm (4 in). The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 7.6 cm (3 in) of the surface of the base exposed on all sides. Bottoms of the base shall be smooth sawn.
19. No monument shall be delivered to the cemetery for installation until the monument foundation has been completed and the interment rights holder(s) and/or marker retailer have been notified by the Cemetery Operator.
20. All foundations for monuments and markers shall be built by, or contracted to be built for, the Cemetery at the expense of the interment rights holder.
21. The charges for the construction of foundations are set forth in the price list.
22. The Cemetery Operator will provide all Monument Dealers with a standardized form for foundation orders.

23. All payments for foundations and related care and maintenance fees for monuments or markers will be solely collected by the Cemetery Operator directly from the purchaser.
24. All monuments that are larger than 50.70 cm x 30.48 cm (20 in x 12 in) are required to have a 1.22 metre (4 ft) deep foundation poured at the owner's expense.
25. All monuments taller than 30.48 cm (12 in) shall have a 1.22 metre (4 ft) deep foundation poured at the owner's expense.
26. All foundation installations may be delayed due to factors beyond the control of the Cemetery Operator without notice.
27. No foundations may be constructed after November 1st in any year and before April 30th in the following year, except with the permission of the Cemetery Operator. The timing of the installation of foundations will be at the discretion of the Cemetery Operator. The Cemetery Operator will, as is reasonable and taking into consideration the time period between November 1st and April 30th the following year when foundations may not be constructed, construct the foundations in the same year as they are purchased. Timing of foundation installation will be determined when the minimum number of five foundations have been purchased.
28. The foundation shall be built in the designated space and in the proper dimensions of the monument base. If incorrect dimensions have been given on the application form, signed by the interment rights holder and/or the supplier, the foundation must be immediately removed and rebuilt by the Cemetery at the expense of the interment rights holder. Foundations will be not less than 1.22 metres (4 ft) deep and they will be set at the Cemetery Operator's direction.
29. The required concrete mix for foundations will be at the discretion of the Cemetery Operator.
30. The surface area shall be flush with the surrounding ground level and shall provide a level surface free of defects.
31. Foundations must be cured for a minimum of 48 hours before placing the monument.

32. No concrete shall be placed until a representative of the Cemetery has approved the grades and all loose material is removed from the grade. The placing shall commence at the low point in the grade and the concrete shall be thoroughly consolidated to eliminate all air pockets and honeycombs. No concrete shall be placed to overlap concrete that is partially set.
33. Defective areas must be repaired to the approval of the Cemetery. The finished concrete shall be protected from wind, rain or sun during curing, by covering it completely with a piece of plywood having a minimum thickness of 1.27 cm (1/2 inch). All rubbish and excavated material shall be removed from the excavation site to a place designated by the Cemetery Operator.
34. The Cemetery Operator shall wait a minimum of 8 weeks after a burial prior to installing a foundation.

Markers:

1. The Interment rights holder may on the receipt of his Rights Certificate, at his own expense, have an official of the Cemetery place bronze, stone or concrete landmarks 15.24 cm (6 in) square and not less than 15.24 cm (6 in) deep, dressed on all sides and bearing the lot and section number legibly and permanently marked thereon, at the corners of the lot or lots conveyed to him, such posts to be planted flush with the ground.
2. Markers will be accepted for installation during regular working hours. If weather and ground conditions permit, installations will be made within 30 days after acceptance. Markers will not be accepted from any monument dealer for storage during the winter months.
3. Markers or footstones of bronze, marble or granite are permitted with size and quantity restrictions according to the section of the cemetery and the regulations deemed necessary as per the size of lot in that section. Its placement must not interfere with future interments.
 - Single lot maximum 40.64 cm x 60.96 cm (16 in x 24 in)
 - Double lot maximum 60.96 cm x 81.28 cm (24 in x 32 in)
 - Cremation lot maximum 40.64 cm x 50.70 cm (16 in x 20 in)

4. Flat markers are to be flat on top and set level with the ground so that a lawnmower can pass safely over them and shall be set by employees of the Cemetery Operator, at the expense of the interment rights holder, on payment of the fee provided in the price list.
5. One marker may be placed at **each full sized (3 feet by 10 feet) or cremation-only** grave in addition to the monument. The marker shall be placed at the end of the grave farthest from the monument.
6. Any flat marker that exceeds the standard width of 30.48 cm (12 in) can only be installed after a full interment has taken place.
7. The minimum thickness for all flat markers including footstones is 10 cm (4 in).
8. All markers and monuments shall be constructed of bronze, granite or marble. The bottom bed of all bases and markers shall be cut level and true.
9. The Cemetery Operator reserves the right to delay the installation of a marker without notice to the Interment Rights Holder(s).

Memorial Benches:

1. Memorial Benches must be purchased through the Cemetery Office. All Memorial Benches shall be purchased by the Cemetery Office and will feature a 15.24 cm x 20.32 cm (6 in x 8 in) bronze plaque.
2. All purchasers must enter into a contract with the Cemetery Office and provide payment in full prior to the Memorial Bench being ordered and any foundation being installed.
3. The Cemetery Operator reserves the right to determine if a site is suitable for a Memorial Bench to be installed. The installation sites for all Memorial Benches will be recommended by Cemetery Staff, prior to final approval being granted by the Cemetery Operator.
4. The Cemetery shall install a concrete pad, at a depth of 1.22 meters (4 ft), which the bench will sit on.

5. Up to two Memorial Benches will be installed in any given calendar year. The Memorial Benches and foundations will be ordered and installed between the first day of August and the last day of October in any given year.
6. The purchaser of the Memorial Bench shall have the right to claim the original installation site for a period of up to five years. The five year period shall start from the day the Memorial Bench is installed.
7. Six months prior to the expiration of the five-year period, the Cemetery Office shall contact the purchaser(s) about the Memorial Bench. The purchaser(s) may choose to take the Memorial Bench and have it installed on property that does not make up the Brockville Cemetery. If the purchaser(s) choose to leave the bench within the Cemetery grounds, Cemetery Staff shall select an alternate location for the Memorial Bench to reside to ensure all families have equal access to place a Memorial Bench.
8. All engraving on the bronze plaque is subject to the approval of the Cemetery Operator.

F. CARE AND PLANTING

1. No one shall change the grading of a lot or plot without the permission of the Cemetery Operator, and if any change is undertaken without permission, the Cemetery Operator may restore the lot to its original grade, at the expense of the interment rights holder and/or the person changing the grade.
2. Flowers placed on a grave for a funeral shall be removed by the cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.
3. Flowers, potted plants, wreaths and baskets of flowers which have become withered or unsightly shall be removed by the cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.
4. Flower beds not exceeding 45.72 cm (18 inches) in width shall be permitted in front of monuments and where there is no monument, can only be made by permission of the Cemetery Operator.

5. Planting of borders around lots is prohibited.
6. To preserve the appearance of the cemeteries, any flower bed of the previous year which has not been planted by June 15th may be sodded by the Cemetery and the cost charged to the Internment Rights holder.
7. Flower beds must be cleared of tender plants after the first frost of the autumn. Lot owners desiring to take any plants away should do so before their removal becomes necessary.
8. Potted plants must not be buried but must be placed on top of the ground as close to the monument base as practical. Those who place potted plants or urns, not planted by cemetery staff, are responsible for their upkeep and must remove them by October 1st.
9. Only one artificial wreath or artificial flower arrangement without glass or plastic covers is allowed to be placed on the lot, provided it is securely fastened to the monument, or where there is no monument, mounted on a stand of at least 76.20 cm (30 inches) high and securely anchored to the ground. The wreath or arrangement must have a label on it which includes the name of the Interment Rights Holder, a contact email or phone number, and the name of the descendant(s) that the item is for.
10. No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery.
11. Any small items must be affixed to the base of the monument. Where there is no monument, small items must be mounted on a stand of at least 76.20 cm (30 inches) high and securely anchored to the ground, at the head of the grave.

Small items include, but are not limited to:

 - Solar lights
 - Logos or emblems for community groups, sports teams, or religious affiliations
 - Candles
 - Children's toys or figurines
12. No plants, flowers, solar lights or other items are permitted around the base of any columbarium.

13. The cemetery reserves the right to regulate the articles placed on lots or plots that pose a threat to the safety of all interment rights holders, visitors to the cemetery and cemetery staff, prevents the cemetery from performing general cemetery operations, or are not in keeping with the respect and dignity of the cemetery. Prohibited articles will be removed and disposed of without notification.

G. CONTRACTOR/MONUMENT DEALER

Any contract work to be performed within the cemetery requires the written pre-approval of the Interment Rights Holder and the Cemetery Operator before the work may begin. Pre-approval **is required** but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the cemetery office and provide the necessary approvals before commencing work at any location on the cemetery property.

Prior to the start of any said work, contractors must provide proof of:

WSIB coverage
Occupational Health and Safety compliance standards
Evidence of liability insurance of not less than \$5 million

1. All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.
2. Contractors shall give 24 business hours notice to the Cemetery Operator prior to beginning of work on cemetery **grounds unless** exceptional circumstances arise.
3. Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the Cemetery Operator.
4. No work will be performed at the cemetery except during the regular business hours of the cemetery. **All monument dealers and suppliers of bereavement sector products will be provided a schedule by the Cemetery Operator or a designated Cemetery Staff member, as outlined in Schedule A, for when installations or work may be completed.**

5. Contractors shall temporarily cease all operations if they are working in proximity to a funeral at least one hour prior to and 1 hour after the conclusion of the service. The cemetery reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.
6. Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.
7. Heavy loads shall not be permitted in the cemetery unless approved by the Cemetery Operator.
8. No monument or marker will be delivered to the Cemetery until the foundation is completed and the contractor is ready to proceed with the work of erection.
9. No monument or marker will be removed without written permission from the Cemetery Operator and the Interment Rights Holder.
10. There shall not be a variance of more than 1.27 cm (1/2 inch) in the size of the base required as stated on the work order and the size of the monument delivered.
11. No monument dealer shall park on the grass unless otherwise directed to do so by the Cemetery Operator.
12. All implements and materials used in the performance of any work shall be placed where the Cemetery Operator may direct, and all rubbish and surplus earth shall be removed when, and to where, and in such manner as the Cemetery Operator may order. Otherwise the obstructions will be removed, and the expense charged to the monument dealer.
13. If bushes are allowed the intended monument should not exceed 50% of the lot width. i.e. 1.83 metres (6 ft) width allows for .91 metres (3 ft) monument and 45.72 cm (18 in) for each bush.

H. MORTUARY REGULATIONS

1. The use of the storage vault for any cemetery other than the Brockville Cemetery shall be billed at the current rates.
2. The Cemetery Operator shall contact the funeral director to remove a body deposited in the vault and inter it in a single grave at any time after the expiration of the time for which payment has been made, or at any time should the condition of the body render its interment necessary or expedient.
3. All bodies must be removed from the vault by May 31st in each year.
4. The bodies of persons dying from contagious diseases cannot be admitted to the vault but must be interred.
5. The Cemetery Operator reserves the right to determine if the weather conditions are adverse enough to prevent a burial. If it be deemed necessary, the vault may be used at no extra charge until the weather conditions permit the interment.
6. All bodies stored in the vault must be embalmed for health reasons.
7. No body shall be placed in a reinforced cardboard container for storage. Only bodies placed in a wooden or steel casket may be stored.
8. Interment Rights Holders who desire the use of the chapel for funeral services may obtain same upon application to the Cemetery Operator.

I. COLUMBARIUM REGULATIONS

1. All the general rules and regulations of the Brockville Cemetery shall apply to the columbarium.
2. No inurnment shall be made without the permission from the burial rights holder or a proper representative of the estate if the burial rights holder is deceased.
3. Niches will be opened only by the Cemetery Operator and sealed by them after an inurnment is made.

4. No person other than cemetery staff shall remove or alter niche fronts.
5. Each niche is intended for one or two urns.
6. It is advisable that the name of the person for whom inurnment is intended, be registered on the books of the Cemetery, so that no complications may arise when request for inurnment is made.
7. No inurnment shall be permitted until all payments due to the Cemetery have been made.
8. Flowers or wreaths are not to be placed against or near any part of the columbarium.
9. Glass vases or other breakable items shall not be placed around the columbarium.
10. No transfer of burial rights to a columbarium niche shall be valid until approved by and recorded in the books of the Cemetery. A transfer fee will be charged.
11. The number of cremated remains to be placed in each niche is determined by the urn size and niche dimensions and in accordance with the designated policy for each columbarium.
12. No ornamentation shall be permitted on a columbarium niche.
13. The lettering on a columbarium niche shall comply with the specifications established.

J. MAUSOLEUM REGULATIONS

1. All the general rules and regulations of the Brockville Cemetery shall apply to the mausoleum.
2. Proper certificates of death and burial permits must accompany all bodies before entombment takes place in the mausoleum.

K. SEVERABILITY

In the event any provision(s) of this By-law are deemed invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

L. SHORT TITLE

This By-law may be called the "Brockville Cemetery By-law".

M. EFFECTIVE DATE

This By-law shall come into force on the date it is approved by the Registrar in accordance with the Act.

N. REPEAL

All by-laws of the City of Brockville previously providing for the maintenance, management, regulation and control of the Brockville Cemetery are hereby repealed.

Given under the Seal of the Corporation
of the City of Brockville and Passed
this XXth day of XXX, 2023

Mayor

City Clerk

Approved by the Bereavement Authority of Ontario
Dated this _____ day of _____, 2023
Signed: _____

Schedule A
Landscaping, Memorialization and Foundations
Delivery, Installation, Alteration, Repair and Removal

General

1. The installation of any memorialization item, including but not limited to any landscaping, monument, marker, memorial bench, or foundation shall be arranged by the Interment Rights Holder or their legal representative and their monument company or supplier (if applicable) with the Cemetery Office.
2. Any contract work to be performed within the cemetery requires the written pre-approval of the Interment Rights Holder or their legal representative to the Cemetery Operator before the work may begin.

Pre-approval is required but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the cemetery office and provide the necessary approvals before commencing work at any location on the cemetery property.

3. The Cemetery Office shall receive a completed Landscaping, Memorialization & Foundation Permit Form from the monument company or supplier prior to any items being delivered, installed, altered, repaired or removed.

The Cemetery Office shall present the completed form and any supporting documentation (e.g., diagrams) to the Cemetery Operator or their designee for approval.

4. Before any memorialization item or foundations are installed, the Interment Rights Holder or their legal representative shall enter into a contract with the Cemetery Office. All contracts shall be signed and all fees must be paid in full.
5. The Cemetery Office shall notify the monument company or supplier by email, once the Permit has been approved. A copy of the installation schedule and instructions will be provided to the monument company or supplier. It is the responsibility of the

monument company or supplier to ensure they notify the Cemetery Office at least 24 business hours prior to the start of the installation.

6. No monument or marker will be removed without written permission from the Cemetery Operator and the Interment Rights Holder.
7. The Cemetery Office shall provide accurate information to the memorial company or supplier regarding the lot, records discrepancies, mapping, and reason for Permit rejection (if applicable) within 10 business days following the Permit decision by the Cemetery Operator.
8. All Permits issued for any work to be performed within the Cemetery grounds may be subject to delays without notice.
9. The Cemetery Operator or a designated representative shall be on site while contractors, monument companies or suppliers are present. The Cemetery Operator shall take photos before and after each installation, as well as keep detailed notes, which will be kept in the digital database for the Cemetery Office.
10. Following the initial request, all communication between the Cemetery Office, Interment Rights Holder's and the contractor or monument dealer shall be completed in writing (email or registered mail).
11. Failure to comply with the requirements of Cemetery By-law 042-2021 and Schedule A may result in the Cemetery Operator temporarily or permanently restricting a contractor or monument dealer from conducting work on the Brockville Cemetery property.

Restrictions

1. Schedule A outlines the responsibilities and operating procedures that the Cemetery Operator, designated Cemetery staff, and any company that makes, purchases, installs or provides memorialization items must abide by.

Any operating procedures or required information as included in the Cemetery By-law or Schedule A is applicable to all contractors, memorialization companies, and bereavement sector suppliers.

2. Monuments taller than 30.48 cm (12 in) are not permitted in Oakland Protestant Section 12.

All monuments installed in Row A must consist of a 40.64 cm x 25.40 cm (16 in x 10 in) bronze plate and a 50.8 cm x 35.56 cm (20 in x 14 in) grey granite base with a rise of 15.24 cm/7.62 cm (6 in/3 in).

All monuments installed in Row B may be constructed of any material permitted in this By-law, so long as they do not exceed a base size of 50.8 cm x 35.56 cm (20 in x 14 in), with a rise of 15.24 cm/7.62 cm (6 in/3 in).

3. The Cemetery Operator assumes no responsibility or liability for any photograph, including porcelain images, or etchings on a memorialization item that become lost, faded, cracked, damaged, or that may need to be removed.
4. Any person either than an employee, contractor, or memorialization supplier that in any way installs, alters, or removes a monument, marker or memorialization item does so entirely at their own risk, including assuming the risk for any loss of or damage to the item or any injury to themselves occurring during or after installation or repair.

Contractors

1. Prior to the start of any said work, contractors must provide proof of:
 - WSIB coverage
 - Occupational Health and Safety compliance standards
 - Evidence of liability insurance of not less than \$5 million
2. Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the Cemetery Operator.
3. No work will be performed at the cemetery except during the regular business hours of the cemetery. All monument dealers and suppliers of bereavement sector products will be provided a schedule by the Cemetery Operator or a designated Cemetery Staff member, for when installations or work may be completed.

4. All contractors, monument companies and suppliers must sign in at the Cemetery Office. Instructions will be provided to the representative for the contractor, monument company or supplier when the Permit is issued and the installation schedule is provided.
5. Contractors shall temporarily cease all operations if they are working in proximity to a funeral at least one hour prior to and 1 hour after the conclusion of the service. The cemetery reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.
6. Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.
7. Heavy loads shall not be permitted in the cemetery unless approved by the Cemetery Operator.
8. No monument or marker will be delivered to the Cemetery until the foundation is completed and the contractor is ready to proceed with the work of erection.
9. There shall not be a variance of more than 1.27 cm (1/2 inch) in the size of the base required as stated on the work order and the size of the monument delivered.
10. No monument dealer shall park on the grass unless otherwise directed to do so by the Cemetery Operator.
11. All implements and materials used in the performance of any work shall be placed where the Cemetery Operator may direct, and all rubbish and surplus earth shall be removed when, and to where, and in such manner as the Cemetery Operator may order. Otherwise, the obstructions will be removed, and the expense charged to the monument dealer.

Monuments

1. A monument shall not be delivered to the Cemetery for installation unless the Permit has been issued and a delivery schedule has been issued by the Cemetery Office.
2. All markers and monuments shall be constructed of bronze, granite or marble. The bottom bed of all bases and markers shall be cut level and true.
3. No monument or marker will be delivered to the Cemetery without the Request for Installation form containing the following information:
 - a. the internment rights owner's name and address.
 - b. instructions for placement of the marker or monument.
 - c. the dimensions in the case of a flat marker.
 - d. in the case of a monument:
 - i. the dimensions of the die, height, width, length.
 - ii. the dimensions of the base, height, width, length.
 - iii. the overall size of the monument.
 - e. the appropriate amount for the care and maintenance fund in relation to the size of the marker/monument as set out in the FBCSA, must accompany the monument.
4. Every person installing a monument or marker in the Cemetery shall pay the prescribed amount, as set out in the FBCSA, to the care and maintenance fund. The interest earned from this fund will be used to maintain the markers or monuments in a safe condition.
5. Every person wishing to install a marker in the Cemetery shall pay the amount prescribed by the FBCSA. No care and maintenance fee required when the existing memorial is replaced by the family.
6. The maximum size monument allowed on a single lot is:
 - a. height 1.52 metres (5 ft)
 - b. width 86.36 cm (34 in)
 - c. base 86.36 cm (34 in)
 - d. die 20.50 cm (8 in)
7. Should the monument not exceed 100 cm (3 ft) overall height, the die may be 15.24 cm (6 in).

8. The minimum width of a base is controlled must not be smaller than 30.48 cm (12 in). No base shall be closer than 5.08 cm (2 in) to the lot width side lines on which it is to be installed.
9. A minimum of 2.54 cm (1 in) of space must be available on either side of the base from the width side lines.
10. The maximum base permitted varies based on the dimensions and number of graves the monument is to span.
 - Single Lot – 86.36 cm (34 inches)
 - Double Lot – 177.80 cm (70 inches)
 - Triple Lot – 269.24 cm (106 inches)
 - Quadruple Lot – 365.76 (144 inches)The Cemetery Operator reserves the right to restrict the maximum base size permitted for historical plots or plots that were purchased prior to 1950 as irregular square footage.
11. The Cemetery Operator reserves the right to delay the installation of a monument without notice to the Interment Rights Holder(s).

Markers

1. A monument shall not be delivered to the Cemetery for installation unless the Permit has been issued and a delivery schedule has been issued by the Cemetery Office.
2. Markers or footstones of bronze, marble or granite are permitted with size and quantity restrictions according to the section of the cemetery and the regulations deemed necessary as per the size of lot in that section. Its placement must not interfere with future interments.
 - Single lot maximum 40.64 cm x 60.96 cm (16 in x 24 in)
 - Double lot maximum 60.96 cm x 81.28 cm (24 in x 32 in)
 - Cremation lot maximum 40.64 cm x 50.70 cm (16 in x 20 in)
3. Flat markers are to be flat on top and set level with the ground so that a lawnmower can pass safely over them and shall be set by employees of the Cemetery Operator, at the expense of the interment rights holder, on payment of the fee provided in the price list.

4. One marker may be placed at each full sized (3 feet by 10 feet) or cremation-only grave in addition to the monument. The marker shall be placed at the end of the grave farthest from the monument.
5. All markers and monuments shall be constructed of bronze, granite or marble. The bottom bed of all bases and markers shall be cut level and true.
6. The Cemetery Operator reserves the right to delay the installation of a marker without notice to the Interment Rights Holder(s).

Foundations

1. The Cemetery Operator shall only instruct Cemetery Staff to install foundations that meet all requirements of this By-law and any applicable schedules.
2. No monument shall be delivered to the cemetery for installation until the monument foundation has been completed and the interment rights holder(s) and/or marker retailer have been notified by the Cemetery Operator.
3. All monuments that are larger than 50.70 cm x 30.48 cm (20 in x 12 in) are required to have a 1.22 metre (4 ft) deep foundation poured at the owner's expense.
4. All monuments taller than 30.48 cm (12 in) shall have a 1.22 metre (4 ft) deep foundation poured at the owner's expense.
5. All foundation installations may be delayed due to factors beyond the control of the Cemetery Operator without notice.
6. No foundations may be constructed after November 1st in any year and before April 30th in the following year, except with the permission of the Cemetery Operator. The timing of the installation of foundations will be at the discretion of the Cemetery Operator. The Cemetery Operator will, as is reasonable and taking into consideration the time period between November 1st and April 30th the following year when foundations may not be constructed, construct the foundations in the same year as they are purchased. Timing of foundation installation will be determined when the minimum number of five foundations have been purchased.

7. The foundation shall be built in the designated space and in the proper dimensions of the monument base. If incorrect dimensions have been given on the application form, signed by the interment rights holder and/or the supplier, the foundation must be immediately removed and rebuilt by the Cemetery at the expense of the interment rights holder. Foundations will be not less than 1.22 metres (4 ft) deep and they will be set at the Cemetery Operator's direction.
8. The Cemetery Operator shall wait a minimum of 8 weeks after a burial prior to installing a foundation.



Staff Report

Report To:	General Committee
Meeting Date:	October 17, 2023
Prepared By:	Lynda Ferguson, Director of Finance & IT Services Emily Wood, Procurement Contracting & Risk Management
Report Number:	2023-185
Subject:	Procurement Policy Update

Recommendation

THAT Report 2023-185 Procurement Policy Update be received; and

THAT Policy POL.F.20.139 Procurement Policy be updated accordingly.

Background

At the September 2023 General Committee, report 2023-166 requested certain updates to the procurement policy POL.F.20.139, outlined below, however, it was requested that the auditors review the proposed edits. Concern had been raised around the increase in the limits (\$50,000 to \$100,000) for reporting to Council on items that were within budget and with no irregularities in the procurement process.

Analysis

The auditors have reviewed the proposed edits to the procurement and budgetary control policies, and after a few clarifying questions were answered, have no concerns surrounding the reporting limits. It was highlighted to them that all purchases over \$25,000 with any type of procurement irregularity, such as not receiving three bids, would require council approval, whether in budget or not.

They did make a suggestion regarding adding a note to the effect that the Police Services Board are following their own procurement policy as allowed through the Police Services Act. Otherwise, they would need to follow the City's.

The most significant of the initially proposed changes include:

Method of Purchasing	Dollar Range	Purchasing Authority	Approval
Low Value Purchase *New	Up to \$5,000	Staff	Supervisor Designate
RFQ/RFP/3 quotes Minimum 3 quotes Required	Up to \$5,000 Up to \$10,000	Supervisor Staff	Manager Supervisor
RFT/RFQ/RFP Minimum 3 Quotes Required	\$5,000 to \$10,000 \$10,000 to \$25,000	Supervisor	Manager
RFT/RFQ/RFP Direct negotiation/Irregular Results	\$10,000 to \$50,000 \$25,000 to \$75,000	Manager	Department Head
**RFP/RFT Min 3 Bids required (requires Council approval)			

- Director of Finance to provide direction for the disposal of city assets
- Information reports to Council changed from \$50,000 to \$100,000.

Update reporting for Direct Negotiations/Irregular Results to match approval levels are shown in Appendix A.

No sections were removed.

Some sections were clarified such as spelling corrections and policy date.

Financial Implications

There are no financial considerations with this report.

Policy Alignment

The Procurement Policy is a necessary tool in municipal government.

This Policy applies to the purchase of all good and services and/or construction completed on behalf of the City by any of the Corporations' legally constituted boards, agencies, commissions, and committees.

Conclusion

The updated Procurement Policy has been reviewed by the auditors. The policy serves to strengthen the internal operation of the Corporation and maintains the framework for budgetary controls. The updated Procurement Policy will replace the policy issued May 2,2022.

Approved by:

Lynda Ferguson, Director of Finance & IT
Services

Sandra MacDonald, City Manager/City Clerk

Status:

Approved - 10 Oct 2023

Approved - 10 Oct 2023

Attachments:

[Appendix A Procurement policy Oct 2023](#)



Policy

POL.F.20.139

Procurement Policy

Policy Type:	Corporate Policy (For Approval by Council)
Date Approved:	XX MONTH 202X
Department:	Finance & IT Services
Staff Report:	202X-XX
By-Law No.:	n/a

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Policy Statement

Purchase of Goods, Services and/or Construction shall be made on a competitive basis, in keeping with accepted public purchasing practices and in accordance with the applicable federal, provincial and municipal laws.

No purchasing process for goods, services and/or construction shall be intentionally structured to avoid any provisions of the Procurement Policy. All purchases of goods, services and/or construction for the City shall be subject to the provisions of the policy. Prices and authority levels as stated in this policy are intended to be the total cost including taxes and freight.

Purpose, Goals and Objectives

The purpose of this policy is to provide a clear understanding of the Corporation of the City of Brockville's procurement processes and to ensure that all Goods, Services and/or Construction are acquired in a competitive, fair and open manner, that the process is efficient and accountable, and in compliance with the Canadian Free Trade Agreement, Chapter Five; Government Procurement.

The goals and objectives of this policy are, to the greatest extent possible:

- to define authority and responsibility;
- to encourage open competition and ensure equality among bidders/suppliers;
- to make contractors accountable for their performance to both the City and the public;
- to provide the highest level of government service at the least possible cost;
- to ensure service and product delivery, quality, efficiency and effectiveness;
- to obtain the best value for the City when procuring goods, services and/or construction;
- to promote sustainable, environmental and ethical procurement practices which encompass social, ethical and environmental consideration when acquiring goods, services and/or construction;
- to promote, where applicable, the requirements of O.Reg 191/11: Integrated Accessibility Standards under Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11 (AODA), in procurement activities of the City as well as any requirements contained in other

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legislation (either international, federal or provincial) which may impact the procurement activities of the City.

Application

That authorized employees shall act for the Corporation of the City of Brockville, for the purchase of all Goods, Services and/or Construction and shall be responsible for providing all necessary advice and services required for such purchases in accordance with the method of procurement.

This policy shall apply to the purchase of all Goods, Services and/or Construction made on behalf of the City and by any of the corporation's legally constituted agencies, boards, commissions, and committees.

No purchase of Goods, Services and/or Construction shall be authorized unless it is in compliance with this policy.

Definitions

As used in this policy, the following terms shall have the meanings indicated.

Authority or Authorized - means the legal right to conduct the tasks outlined in this policy as directed by Council and delegated through the City Manager to the Director of Finance. Authorized Purchases are those that have prior approval of Council either through resolution or through the approved Departmental budget.

Award - means the acceptance of a Bid or Proposal by the City; the presentation of a Purchase Order, Credit Cards and/or upon execution of a Contract between the City and a Bidder or Proponent.

Best Interest - means the discretion granted to the City Manager to take the most advantageous action on behalf of the City. Meaning that the authority to act would not conflict with any regulatory or legal principle or implied duties owed to each Bidder by the City. See also "Contract".

Bid - means an offer or submission from a supplier in response to a bid invitation which may be in the form of an oral or written quotation, a short form or public tender or a request for proposal.

Bid Call Document – means the invitation document in the form of Request for Quotation, Request for Tender, Request for Proposal

City – means the:

- Corporation of the City of Brockville
- Agencies, Commissions, Boards and Committees of the Corporation of the City of Brockville such as the, Library Board, Committee of Adjustment, Airport Commission, Heritage Brockville and the Downtown Business Improvement Association (DBIA).
- Any other Board, Agency, Commission, and Committees that the Corporation of the City of Brockville may add from time to time.
- Where the City is providing financial support through any funding mechanism (debt, grants, donations...) and/or assets being purchased, assembled or constructed that will become the responsibility of the City.
- **The City includes the Police Services Board, which may follow their own procurement policy as allowed through the Police Services Act.**

City Manager - means the appointed official who directs the administration of the City of Brockville.

City Representative - means an individual authorized by City Manager or Council to act on behalf of the City including but not limited to employees, Committee members, and appointees.

Conflict of Interest - means any action, decision or recommendation by a City Representative where the effect of which could be to the private pecuniary benefit or detriment of the Representative or the Representative's relatives.

Construction - means the process of utilizing labour to build, alter, repair, improve or demolish any structure, building or improvement and generally does not apply to routine maintenance, repair or operations of existing Real Property.

Consulting - means a person or entity that under an agreement, other than an employment agreement, provides expert or strategic advice and related Services for consideration and decision-making. Whether a Service in question is deemed Consulting Services should be determined by the nature of the Service being procured and not by the designated professional being represented. Services provided by a licensed professional may constitute Consulting Services. Where the City is seeking to obtain expertise or strategic advice for consideration and decision-making, notwithstanding the designated professional providing the Service, the City is seeking to obtain Consulting Services.

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Contract - means any formal legal agreement between two or more parties for Good(s) and/or Service(s), usually in writing. Also means a Purchase Order and/or the agreement in writing between the City and a Contractor in respect of the Good(s), Service(s) and/or Construction to be provided under a Bid Call Document.

Cooperative Purchasing - means a variety of arrangements whereby two or more public procurement entities combine their requirements in a single procurement process to obtain advantages of volume purchases from the same supplier(s) or contractor(s). This includes public purchasing organizations established with the specific purpose of reducing procurement costs as a result of aggregated volumes and obtain ready-to-use, competitively solicited contracts which may be used by third parties.

Council or City Council - means the Council of the Corporation of the City of Brockville.

Department - means a Department of the City.

Department Head - means the head of a department within the City as per the City of Brockville organizational chart. Any committee, commission, board or agency reports to the applicable City Department Head with exception to the Police Chief and the Library Chief Executive Officer who report to their applicable board and are considered Department Heads.

Emergency (Non-Declared) - means an event or circumstance where the Procurement Coordinator and either the City Manager or Department Head or Manager, in accordance with Appendix A: Authority – Non-Declared Emergency has determined that the immediate Purchase of Good(s) or Service(s) or the entering into of a Construction Contract is essential or necessary to prevent or alleviate serious delay, a threat to public health, safety or welfare, the disruption of essential services or damage to public property or any other expenditure that is necessary to respond to any non-declared Emergency of the City.

Emergency (City-Declared) - means an event or circumstance where the Mayor of the City declares that an Emergency exists in the City or in any part thereof and may take such action and make such orders as he or she considers necessary and are not contrary to law to implement the Emergency Plan of the City and to protect property and the health, safety

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and welfare of the inhabitants of the Emergency Area or as required under EMCPA (*Emergency Management and Civil Protection Act*).

Goods - shall include supplies, materials or equipment of every kind.

Litigation - means any formal dispute between the City and any other party, including third party and cross claims, where a legal proceeding has been commenced for an injunction, a mandatory order, a declaration or the recovery of money or arbitration proceeding.

Lobbying – means any attempt to influence any determination by a public official, staff or entity working with a public official, related to a governmental procurement.

Manager - means a City staff member responsible for oversight of a business unit or functional cluster.

Personal Property - Refers to tangible items ranging from common products, such as office equipment and furniture, to specialized apparatuses, including scientific devices and heavy machinery.

Probation - means the action that results when a Contractor receives a rating of "not satisfactory" in any category, on a Contractor Performance Evaluation Form, as per the City's Contractor Performance Policy. The standard length of the Probation period is two (2) years.

Procurement - means a) purchasing, renting, leasing or otherwise acquiring any Good(s), Service(s) and/or Construction and includes all functions that pertain to the acquisition, including the description of requirements, preparation, solicitation, selection and award of contract and all phases of contract administration; and b) the combined functions of purchasing, inventory control, traffic, and transportation, receiving, inspection, storekeeping, salvage and disposal operations.

Procurement Review Panel (PRP) - means a component of the Request for Proposal (RFP) process, whereby a committee is established to conduct Proposal evaluations, interviews and negotiations during Proposal evaluation for Goods, Services and/or Construction. It is usually comprised of three (3) or more persons from the functional area(s) identified in the scope of work and chaired by the Director of Finance or designate. The number of evaluators may vary from RFP process to RFP process. The panel of staff and

other party(s) that are deemed appropriate to review and make decisions that pertain to but are not limited to Bid Irregularities, Bid disputes, Contractor performance and Contractor Integrity.

Proponent - means the party who submits a proposal in response to a bid call, RFP or RFI.

Procurement Coordinator - means the City Treasurer or his or her designate.

Real Property - means land and its permanently affixed buildings or structures; any property which is not Personal Property.

Responsible Bidder - means a Bidder whose reputation, past performance, business and financial capabilities are such that the Bidder would be judged by the City to be capable of satisfying the City's needs for a specific contract; a Bidder, as the context requires, that is fully capable to meet all the requirements of the solicitation or other process and subsequent contract and has satisfactory past performance, including a satisfactory City's Contractor Performance Evaluation Form (where applicable) to perform, as contractually required, and is able to fully document the ability to provide good faith performance.

Responsive Bidder - means a Bidder that has complied in all material respects with the requirements of the Bid Call Document.

Services - may include, but are not limited to, janitorial and cleaning services, consultant services, legal services, medical services, insurance, and the rental, repair or maintenance of equipment, machinery or other personal property.

Single Source – means a Procurement process whereby Purchases of Good(s), Service(s) and/or Construction are directed to one source because of standardization, integration into existing infrastructure, warranty, or other factors, even though other competitive sources may be available. Examples could be but not limited to water, wastewater infrastructure parts, vehicle and equipment parts and accessories, computer networking equipment, and software.

Sole Sourcing - means the purchasing of a good or service that is unique to a particular supplier and cannot be obtained from another source.

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Solicitation - means the City's Bid Call Document and includes but is not limited to, all standard procurement methods and alternative procurement methods, as described in this policy See also "Bid"

Spending Authority - means the Authority assigned to City Representatives by the City Manager, Director of Finance or Department Head to incur expenditures, including advance and progress payments on behalf of the City.

Supervisor - means a City staff member responsible for oversight of workers or charge of a workplace.

Suspension - means the action that results when a Contractor receives a rating of "unacceptable" in any category, on a Contractor Performance Evaluation Form, as per the City's Contractor Performance Policy. Also applies to a Contractor that has received a "not satisfactory" rating in two (2) or more categories on a Final Performance Evaluation or a "not satisfactory" rating in at least one category on two (2) consecutive Final Performance Evaluations.

Tie Bid - means two (2) or more Bids from Responsive and Responsible Bidders that are equal in all respects after evaluation, including price, for Good(s), Service(s) and/or Construction or Sale of Real or Personal Property.

Trade and Cooperation Agreement between Ontario and Quebec - means the trade agreement that promotes trade and economic cooperation between the two provinces.

Procedures

1. Authorities and Responsibilities

Procurement activities shall be within the scope of the City's approved annual budget and only be initiated and executed by persons authorized to acquire and purchase Goods, Services and/or Construction within the authorized purchasing limits as set out in Appendix A – Purchasing Authority. This policy does not apply to items listed in Appendix B – Goods and Services "Exempt" from the Procurement Policy.

1.1 Responsibilities Staff, Council, Committees of Council

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This policy shall apply to all Departments and all City Representatives including Committees of Council.

Procurement activities shall be subject to all applicable City policies and by-laws, any specific provisions of the Municipal Act, and all other applicable federal and provincial legislation.

Failure to adhere to the requirements outlined in this policy may lead to disciplinary action up to and including termination of employment, or dismissal from the Board, Agency, Commission or Committee at the discretion of the City Manager.

1.2 City Manager

The City Manager has the Authority to:

- instruct against Awarding a Contract and may provide additional restrictions concerning procurement where such action is considered necessary and in the Best Interest of the City;
- delegate spending authority limits to staff in compliance with this policy;
- award a Contract to the next lowest Responsive and Responsible Bidder or the next highest evaluated Responsive and Responsible Proponent without returning to Council for approval, where an Award has been approved by Council and the selected bidder has failed to enter into a Contract, provided the requirements remain unchanged and the new Contract is within budget; the applicable Department Head shall prepare a report to Council for information purposes.

The following Contracts require the approval of the City Manager prior to Award:

- where a Bid in response to a Solicitation contains an irregularity not resolved by the Procurement Review Panel; and
- where there has been a bid dispute submitted that has not been resolved by the Procurement Review Panel in accordance with the City's by-laws, procurement policies and procedures or in accordance with any applicable trade agreements having jurisdiction.

1.3 Director of Finance / City Treasurer

The Procurement Coordinator is responsible for the facilitation of all aspects of the Procurement Policy by:

- a. providing Procurement advice and services to each Department, the City Manager, Council, Committees of Council and any City Representatives for the purposes of fulfilling the Procurement needs of the City;
- b. monitoring compliance with this policy;
- c. notifying the Department Heads, in advance if possible, of non-compliance;
- d. informing Council, by way of the City Manager, that non-compliance with this policy has occurred;
- e. all aspects for the Solicitation process and ensuring compliance to the terms and conditions of the Bid Call Document;
- f. ensuring City Representatives comply with this policy and reporting non-compliance, in writing, to the appropriate Department Head and the City Manager;
- g. the standardization of all Goods and Services where appropriate and possible, in collaboration with the Department(s);
- h. the disposal of Real Property which has been declared surplus by Council as outlined in the applicable City Policy.

1.4 City Staff

Department Heads and staff are responsible for:

- a. ensuring that department operating and capital expenditures are in compliance with the City's Budgetary Control Policy;
- b. ensuring committees, commissions, boards and agencies report to the applicable Department Head that will ensure they are in compliance with the City's Budgetary Control Policy;
- c. ensuring City staff comply with this policy and report non-compliance, in writing, to the appropriate Department Head and the City Manager;
- d. ensuring that the responsibility and authority for all Department Procurement activity remain within the prescribed limits of this policy;
- e. delegating Spending Authority limits to staff in compliance with this policy and all applicable policies.

2. Methods of Procurement and Thresholds

The Department Head will be able to select the most appropriate process for the requirement, taking into account discussions at the planning phase with the Procurement Coordinator.

The following threshold will guide the method of procurement used to purchase Goods, Services and/or Construction.

Estimated Thresholds	Method
Goods, Services and/or Construction	
Up to \$75	Credit card or PO
Up to \$5,000	RFQ / PO
\$5,000 to \$10,000	RFQ or RFP / PO
\$10,000 to \$50,000	RFQ, RFP or RFT / PO
\$50,000 and over	RFQ, RFP or RFT / PO with Contract (as required)

The chart below identifies the most popular procurement methods. There are also other processes that may be used in conjunction with the primary methods.

Procurement Method	Purpose
Request for Information (RFI)	An RFI is a request which is used as a general market research tool to determine what good(s) and service(s) are available which will meet business or operational requirements and acquisition strategies and/or may occasionally request project estimate costs for the purpose of developing a Solicitation and/or budget.
Market Sounding	A market sounding takes advantage of industry intelligence to help design and decide on a best course of action, including the possibility of not proceeding with the project. The information received by the market sounding participants provides guidance to the City and is recognized as suggestive only.
Request for Expression of Interest (EOI)	An EOI is a document issued during the very early stage of the procurement planning process to provide potential bidders with an avenue to register their interest in being involved in a particular project or performing a particular job. May be used as a marketing tool for future opportunities.
Request for Pre-Qualification (RFPQ)	An RFPQ may be conducted for any good(s), service(s) and/or construction for the purpose of establishing a select number of Responsible pre-qualified Bidders that may Bid on the subsequent procurement process by the City.
Request for Quotation (RFQ)	An RFQ by the City seeking submissions from potential vendors to obtain Good(s), Service(s) and/or Construction whenever the requirements can be precisely defined. The expectation is that

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	the lowest Bid meeting the requirements specified in the RFQ would be accepted.
Request for Tender (RFT)	<p>An RFT shall be conducted for the Procurement for good(s), service(s) and/or construction, where all of the following criteria apply:</p> <ul style="list-style-type: none"> a. two (2) or more sources are considered capable of supplying the good(s), service(s) and/or construction; b. the specifications for good(s), service(s) and/or construction can be adequately defined; and c. it is intended that the lowest cost Responsive Bid from a Responsible Bidder(s) shall be accepted. <p>In the case of a pre-qualified Solicitation, only the selected pre-qualified bidders shall be eligible to submit a Bid.</p>
Request for Proposal (RFP)	<p>RFP when the expertise for developing proper specifications and criteria lies in the hands of the suppliers or when additional information is required and it is not practical to call tenders the Department Head may seek proposals from suppliers.</p> <p>This method of acquisition for good(s), service(s) and/or construction can be used for any dollar value, when the requirements cannot be definitely specified. An RFP may be conducted for the procurement for good(s), service(s) and/or construction where any of the following criteria apply:</p> <ul style="list-style-type: none"> a. the selection of the Proponent depends more upon the effectiveness of the proposed solution, than on the price alone; b. it is expected that negotiation with one or more Proponents may be required with respect to any aspect of the Contract; c. the precise good(s), service(s) and/or construction, or the specifications are not known or are not definable and it is expected that the Proponent will further define them; or d. the services required are consulting or professional services or more sources are considered capable of supplying the good(s), service(s) and/or construction;
Blanket Order Contract	Blanket Order Contract for the purchase of goods and/or services which will be required frequently and repetitively. The quantity of the goods should be estimated based upon previous usage when requesting the supplier to establish a set price. The

	<p>City may establish and maintain a blanket order for these frequently used goods and services once the source and price has been predetermined with selected suppliers by means of an RFP or RFT.</p>
Multi-Step Bid Call	<p>Bidding procedure consisting of two (2) steps:</p> <p>Step 1: consists of a request for a technical Bid, evaluations and discussion without pricing requirements and the selection of Responsive and Responsible Bidder(s) whose requirements are considered most acceptable; and</p> <p>Step 2: consists of reviewing sealed Bid prices from only those bidder(s) whose technical requirements have been rated most acceptable in Step 1.</p> <p>In the case of a pre-qualified Bid, only the selected pre-qualified respondents shall be invited to submit a Bid.</p>
Single/Sole Source	<p>In circumstances where the sources of supply are restricted to the extent that there is not effective price competition or consideration of substitutes is precluded due to any of the following:</p> <ul style="list-style-type: none"> a. good(s), based on proprietary technology; b. for reasons of standardization, warranty, function or service such as technical qualifications; c. where compatibility with an existing product, equipment, facility or service is a paramount consideration; d. where a good is purchased for testing or trial use; e. it is subject to Copyright; f. ability to deliver at a particular time; g. where the City has a rental Contract and an offer to buy out the equipment or extend the rental Contract which may be beneficial to the City; h. for matters involving security, legal matters, or confidential issues, a purchase may be made in a manner that protects the confidentiality of the Contractor or the City; i. a Non-Declared or City Declared Emergency Purchase situation; j. the supplier has a unique capability; and/or other circumstances expressly permitted under an applicable trade agreement;

	<ul style="list-style-type: none"> k. to obtain the services from a public utility; l. where goods are offered for sale to the City by auction or negotiation, such purchase will be deemed to be a Single Source; and/or m. other circumstances expressly permitted under an applicable trade agreement.
Negotiation	<p>Negotiation may be a component of another procurement method, it may be used for purchases of goods, services and/or construction when:</p> <ul style="list-style-type: none"> a. when the goods, services and/or construction are deemed necessary by the City Manager, and/or Department Head as a result of an Emergency which would not reasonably permit the use of any other prescribed Procurement process; b. the required goods and/or services are in short supply; c. competition is prevented due to the existence of any patent right, copyright, technical secret or control of raw material; d. a Sole Source or Single Source is being recommended; e. two (2) or more identical sources Bids are received; f. the lowest Bid received meeting all mandatory specifications exceeds the budget amount; g. the extension or reinstatement of an existing contract would be more cost effective or beneficial to the City; h. only one (1) Bid received in response to a Bid solicitation ; or i. where Authorized by Council in accordance with the established principles of Procurement law.

All Bids shall be subject to the City's Contractor Performance Policy. All purchases and related contracts shall be authorized in accordance with the purchasing Authority set out in Appendix A.

3. Exemptions from procurement processes

Any requirement for purchases of goods, services and/or construction, not falling under the categories identified below, should be submitted for approval. Occasionally, there may be a need for exemptions from the regular procurement process and direct or Sole/Single source award to a supplier. Any request for an exemption to the procurement process must be signed off by the City Manager, unless the identified requirement falls under the categories identified in Appendix B from being excluded from the Procurement Policy.

3.1 Unforeseeable Emergency

An emergency purchase occurs when a situation creates an immediate and serious need. A key element is that the emergency is unforeseen and could not be predicted in advance. The expiry of a contract does not qualify.

Emergency Purchases (non-declared)

A purchasing process where the usual competitive acquisition rules are suspended due to prevailing emergency circumstances.

A Non-Declared Emergency Purchase shall be made when an event occurs that is determined by the Department Head and the City Manager, in accordance with the spending limits set in Appendix A: Authority – Non-Declared Emergency, to be a threat to any of the following:

- a. public health;
- b. the maintenance of essential City services or to prevent the disruption of essential services;
- c. the welfare of persons or of public property;
- d. the protection of the City's physical assets; and/or
- e. the security of the City's interests or financial liabilities arising from unexpected conditions, and the occurrence requires the immediate delivery of goods and services and time does not permit the Department Head to follow normal purchasing activities to acquire such goods and services, the Department Head may make any necessary purchases without following the procurement policy and is authorized to do so in the most expedient and economical means possible.

When any of the above criteria are applicable, the following process shall be conducted:

- a. good(s), service(s) and/or construction shall be acquired, in an efficient, expeditious manner that is in the best interest of the City;
- b. the Department Head shall notify the City Manager as soon as possible or within two (2) working days, whichever is less;
- c. the Department Head shall provide a full written report of the particulars of the emergency situation in all cases, where the amount of the expenditure has exceeded \$10,000 in value.
- d. an accounting of expenditures to date will be reported to at the next scheduled committee meeting detailing expenditures that exceed \$10,000 under the emergency procurement procedure.

- e. where it is estimated that the expenditure exceeds the Authority of the Manager as stated in Appendix A: Authority – Non-Declared Emergency, the prior approval of both the Department Head and City Manager shall be obtained;
- f. where it is estimated that the expenditure exceeds the Authority of the Department Head as stated in Appendix A: Authority – Non-Declared Emergency, the prior approval from City Manager shall be obtained;
- g. An information report shall be submitted by the Department Head to Council by way of the City Manager explaining the actions taken and the reason(s) for expenditures exceeding \$10,000.00 as outlined in Section 10 City- Non-Declared Emergency.

Emergency Purchases (City Declared)

A City Declared Emergency Purchase shall be made when an event or situation occurs which leads the City Mayor to declare an emergency. The following process shall be conducted:

- a. good(s), service(s) and/or construction shall be acquired, in an efficient, expeditious manner that is in the best interest of the City; and
- b. an information report shall be submitted by the Department Head to Council by way of the City Manager explaining the actions taken and the reason(s) for expenditures exceeding \$10,000.00.

CITY DECLARED EMERGENCY under the Emergency Management and Civil Protection Act, R.S.O. 1990, c. E.9.

The City Manager or Department Head may increase staff Delegated Authority limits for Low Value Purchases and/or Authority limits upon the declaration of an Emergency by the City Mayor. An information report shall be submitted by the Department Head and/or City Manager to Council explaining the actions taken and the reason(s) for expenditures exceeding \$10,000.00.

3.2 Cooperative Purchasing

The City may participate in Cooperative Purchasing where there are economic advantages in doing so, provided that if the Procurement is to be conducted by other public bodies or authorities, the City determines that:

- a. The method of Procurement used by the other public body is a competitive method consistent with that as set out in this Policy; and
- b. The awarding, reporting and execution of contracts resulting from the Cooperative Procurement is consistent with that as set out in this Policies and supporting Procedures.
- c. When the City participates in a Cooperative Purchasing Bid conducted by another member of a Cooperative Purchasing group, the purchasing requirements, policies and procedures of that other member will prevail over this Policy for that particular bid.

4. Vendor relationships

4.1 Contractor Performance

Department Heads shall be responsible for monitoring and documenting the performance of all publicly Bid Procurement Contracts in accordance with the City's Contractor Performance Policy.

The Procurement Coordinator shall be notified if action is to be taken to correct the performance of a Contractor where it falls below the standard required by the Contract.

4.2 Contractor Integrity

The Procurement Review Panel may reject Bids and/or terminate existing Contracts for reasons including but not limited to circumstances where:

- a. a Bidder/Contractor has been suspected based on reasonable, objective evidence or convicted of corruption, collusion, bid-rigging and/or any other anti-competitive activity or any other offence under the Criminal Code;
- b. the City is likely to incur increased legal costs in the administration of the Contract if it is Awarded to the Bidder;
- c. a Contractor has contravened the City's Supplier Code of Conduct ;
- d. a Bidder has failed to satisfy an outstanding debt to the City;
- e. there is reasonable grounds based on sound objective evidence to believe it would not be in the best interest of the City to enter into a Contract with the Bidder; and/or
- f. responses to proposals delivered outside of scheduled timeframe.

In cases where the basis for rejection or termination as set out above is with respect to an individual who is currently an owner or member of the board of directors of the Contractor, and the individual resigns or is dismissed within

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a reasonable period of time, the City may continue to Award the Contract with heightened scrutiny.

The City may, within the limits of the law, Contract with a Bidder who has been convicted of an offense, when required to do so by law or legal proceedings, or when the City considers it necessary to the public interest for reasons which include, but are not limited to the exceptions, set out in Section 8.6 Litigation, Probation and Suspension of this policy.

4.3 Debriefing

Upon request of a Proponent in accordance with the instructions to Proponents, the City will provide such Proponent a debriefing in respect to their Proposal. The debriefing shall not take place until after the Contract has been executed. The City will allow up to thirty (30) calendar days following the date of Contract Award notification for a Proponent to request a debriefing. Where required, debriefings shall be conducted in accordance with the procedure stated in applicable trade agreements.

4.4 Local Preference

In accordance with Federal and Provincial Acts and the various trade agreements in place, there will be no local preference for purchases. The City of Brockville believes in totally fair, open competition for all vendors, regardless of their location and all vendors will be permitted to compete solely on the basis of their ability to provide maximum value, when and where the City is required to disburse public funds.

4.5 Exclusion of Bidders

The City may, in its sole discretion, prohibit a supplier from bidding on future solicitations, where the supplier has, in the one year period immediately preceding the date of the bidding either;

- a. performed unsatisfactory work;
- b. failed to meet completion dates and/or failed to follow reasonable instructions;
- c. failed to comply with health and safety conditions or violations;
- d. withdrew from a tender once the contract has been awarded;
- e. failed to comply with the terms and/or conditions of a contract; and/or
- f. been a party to litigation with the City.

Refer to the City's Contractor Performance Policy.

4.6 Litigation, Probation and Suspension

The Procurement Review Panel may reject a Bid from any Bidder or any other party (including any related or affiliated entities and any principal thereof) who is in unresolved litigation with the City or who is currently serving a suspension period in accordance with the City's Contractor Performance Policy.

Furthermore, the City shall retain the right to reject Bids which may have been received and/or awarded by the City, notwithstanding efforts by the City to screen the Award of Bids from parties engaged in unresolved litigation with the City or serving a suspension period, once the City becomes aware of such unresolved litigation or suspension period.

Notwithstanding the foregoing, where it is in the Best Interest of the City, the City may award a Contract to a Bidder who is in unresolved litigation with the City or currently serving a suspension period, or is on probation, in accordance with the City's Contractor Performance Policy in any of the following circumstances:

- a. where there is only one Bidder and the Council has approved the Award;
- b. in the case of a Non-declared or City Declared Emergency Purchase as outlined in this policy;
- c. where there is a legal obligation on the part of the City to enter into the Contract, for example, where the City has agreed to be part of a co-operative procurement and the lead agency is recommending the award to the Bidder and the City Manager has approved the Award;
- d. where the proposed Contract is pursuant to an intergovernmental or co-operative agreement and where another public agency has approved the award;
- e. where the City has been named as plaintiff or as a defendant pursuant to a subrogated interest and where, in the discretion of the City's legal counsel, an appropriate arrangement has been made to indemnify the City;
- f. where the matter has been referred to alternative dispute resolution in a form or format approved by the City's legal counsel and where an agreement has been entered into which adequately protects the City's interests, as may be determined in the sole discretion of the City's legal counsel and approved by the City Manager;
- g. where the Contractor or other party is exercising rights pursuant to the Expropriations Act;

- h. where the City is required to do so under an applicable trade agreement;
- i. where the amount in dispute in any unresolved Litigation does not exceed one hundred thousand dollars (\$100,000.00), the City Manager may accept the Bid or Award the Contract, or approve the extension of the Contract, provided that he or she is satisfied that it would be in the best interest of the City, based on the consideration of factors including but not limited to the following:
 - the Bidder's performance under previous Contracts with the City;
 - the City claims history with the Bidder; and/or
 - an assessment of the overall risk and total cost of entering into a Contract with the Bidder.

5. Ethical Considerations

5.1 Lobbying Prohibited

If any director, officer, employee, agent or other representative of a Bidder, including any other parties that may be involved in a joint venture, consortium or similar business relationship with the Bidder, makes, from the time the Bid Call Document is released, any representation or solicitation to any elected representative or employee or agent of the City including project consultants, or to the media, with respect to the Bidder's Bid, the City will be entitled to reject the Bid.

5.2 Conflict of Interest

Council shall ensure all procurement activities undertaken on behalf of the City shall be in accordance with the Codes of Conduct, the Municipal Conflict of Interest Act and this policy.

Employees shall ensure all procurement undertaken on behalf of the City shall be done in accordance with the City's *Human Resources Policies*, *Employment Conflict of Interest Policy* and this policy.

All other City Representatives shall ensure all Procurement activities undertaken on behalf of the City shall be done so in accordance with the *City Representative Conflict of Interest Policy* and this policy.

5.3 Access to Information

The disclosure of information received relevant to the issue of Bids or the Award of Contracts shall be made by the appropriate officers in accordance

with the provisions of the Municipal Freedom of Information and Protection of Privacy Act and the Personal Health Information Protection Act, as amended.

5.4 Cooperation with Other Public Agencies

The City may acquire Goods and Services from federal, provincial, or municipal body, ministry, agency, board or authority as member of a cooperative purchasing group. This group pools its expertise and resources in order to practise good value analysis and to purchase Goods, Services and/or Construction in volume and save tax dollars. The City may utilize Provincial and Federal Standing Agreements to take advantage of opportunities that are deemed to be in the best interest of the City, as determined by the Procurement Coordinator.

6. Reporting

Method of Purchasing	Dollar Range	Report from	To
Report Prior to Purchase			
Low Value Purchase	Up to \$5,000	Staff	Designate
	Up to 10,000	Staff	Supervisor
Informal and Request for Quotation (IRFQ)/(RFQ), Request for Tender (RFT)/ Request for Proposal (RFP)	\$10,000 to \$25,000	Supervisor	Manager
Request for Tender (RFT) / Request for Proposal (RFP) Minimum 3 quotes	\$25,000 to \$75,000	Manager	Department Head
	\$75,000 to \$150,000	Department Head	Director of Finance
	Over \$150,000	City Manager	Council
Direct Negotiation / Irregular results	\$25,000 to \$50,000	Department Head	Director of Finance
	\$50,000 to \$150,000	Director of Finance	City Manager
	Over \$150,000	City Manager	Council

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Single or Sole Source Purchases	Up to \$10,000	Manager	Department Head
	\$10,000 to \$50,000	Department Head	Director of Finance
	Over \$50,000	Director of Finance	City Manager
Spending authorized under section 5.2		Department Head	Council
Report Post-Procurement			
Non-Declared Emergency	\$5,000 to \$50,000	Department Head	Director of Finance
	Over \$50,000	City Manager	Council

Council shall be informed prior to award any tender or proposal that is over budget or that contains bid irregularities as per the Budgetary Control Policy. In cases where Direct Negotiations may take place, an in-camera session may be requested.

Post-procurement reports to Council shall be provided at the next Council meeting or with the budget variance report or at an earlier meeting determined by the Director of Finance.

7. Restrictions

A project awarded for the purchase of goods, services and/or construction cannot be separated into two or more components to circumvent the requirements of this policy as it relates to values of purchases in order to avoid having to meet the requirements of this policy.

The City reserves the right to split an award between multiple proponents within the same purchasing opportunity.

The Procurement authority shall determine whether any purchasing activity may be accepted when it could result in an employee-employer relationship. Any City employee wishing to bid on City projects must first obtain, in writing, approval from the City Manager to do so. In co-ordination with both the Department Head and Human Resources a judgement may be determined which will adhere to the integrity set forth in this policy.

No personal purchases shall be made for City Representatives or their families with the exception of corporate sponsored employee programs, where applicable.

No City Representative shall personally obtain any Real or Personal Property that has been declared surplus unless it is obtained through a public process, with the exception of City employees (including their immediate family and agents) directly involved in the process to declare City Real or Personal Property surplus who shall be excluded from Bidding to acquire Surplus Property offered for sale. Refer to Disposition of City Property Policy.

Where an applicable international, federal, provincial or inter-provincial trade agreement is in conflict with this policy, the requirements of the applicable trade agreement shall take precedence.

The open and competitive Procurement procedures set out in this policy shall not apply to the purchase of those items listed in Appendix B: Exceptions, or as otherwise listed in this policy.

No City Representative shall purchase, on behalf of the City, any Goods, Services and/or Construction, except in accordance with this policy.

The City may consider, amongst other items during the consideration of Award of Contracts, previously completed Contractor Performance Evaluation Forms to determine if a Bidder is Responsible.

8. General applications

8.1 Asset Disposal

Department Heads may present a report for the disposal of assets to the Director of Finance for approval prior to proceeding with any form of disposal. Refer to the Procedures for the Sale of Municipal Land by-law 103-2005 for the sale of land.

8.2 Tie Bids Received

Quotations and Tenders

In the case of a Tie Bid between two (2) or more Responsive and Responsible Bidders and where multiple awards are not possible, where a City's Contractor Performance Evaluation rating is on file for each of the

Bidders, the Bidder with the best evaluation rating for the same or similar service being procured shall be selected.

If the one or more Bidders don't have a Contractors Performance Evaluation Form, these criteria may be weighted as consider appropriate:

- a. a bidder with an overall satisfactory performance record is given preference over a bidder known to have a less satisfactory performance record;
- b. a bidder in a position to provide adequate after-sales service, with a good record in this regard, will be given preference over a bidder who is less able to provide adequate service or who has a poor record;
- c. when delivery is an important factor, the bidder offering the best delivery date should be given preference;

If the above procedures cannot determine the selected Bidder, the City may:

- a. Request a second Bid from Responsive and Responsible Bidders or
- b. Enter into negotiations with Responsive and Responsible Bidders

Proposals

In the situation, where in the opinion of the Procurement Coordinator, two (2) or more Contractor Performance Evaluation ratings are identical, the weighting criteria shall be sorted from highest to lowest importance and the rating in each weighting criteria section compared. The Proposal that scores highest when comparing the weighted criteria individually in order of importance shall be declared the winner.

8.3 Lowest Bid and/or Highest Bid

In the case of quotations and tenders, the lowest or highest bid, as the case may be, of a qualified bidder shall be accepted if it meets the requirements specified in the bid document.

Criteria for awarding of bids will be established prior to issuance of tender document to prospective bidders. The criteria will be detailed in the tender document.

8.4 Bids by Members of Council

Members of Council are permitted to bid on City projects. When a Member of Council has any pecuniary interest as a result of submitting a bid, they must

act in accordance with the provisions of the *Municipal Conflict of Interest Act*.

In addition to the requirements of the *Municipal Conflict of Interest Act*, when a Member of Council will be absent from a meeting where a matter, which is the subject of consideration, has any pecuniary interest, direct or indirect, the Members of Council shall advise the Clerk in writing, prior to the meeting to disclose the interest and the general nature thereof.

8.5 Right to Reject Bids

Notwithstanding the provisions of this policy, the City shall have the right to reject the lowest or any bid at its absolute discretion. The City also reserves the right to cancel or reissue bid documents in the original format or modified as best suits the requirements of the City.

8.6 Bid Dispute (Pre-Award and Post-Award)

Bidders shall advise the Procurement Coordinator stated in the Bid Document, prior to the deadline of written questions, if a Bidder needs to address any discrepancies, errors, concerns, and/or omissions in the Bid Call Document, or if they are in doubt as to any part thereof.

The Procurement Review Panel may consider all Bid Disputes (Non-Judicial) in accordance with this policy or in accordance with any applicable trade agreements having jurisdiction.

Appendix A – Purchasing Authority

Method of Purchasing	Dollar Range	Purchasing Authority*	Approval
Low Value Purchase	Up to \$5,000	Staff	Designate
• Min 3 quotes required	Up to 10,000	Staff	Supervisor
• Request for Quotation (RFQ)/Request for Proposal (RFP)	\$10,000 to \$25,000	Supervisor	Manager
• Min 3 quotes required			
• Request for Tender (RFT) • Request for Proposal (RFP) • Direct Negotiation / Irregular results **RFP/RFT Min 3 bids required	\$25,000 to \$75,000	Manager	Department Head
**	\$75,000 to \$150,000	Department Head	Director of Finance
**	Over \$150,000	Director of Finance	City Manager
Single or Sole Source Purchases	Up to \$10,000	Manager	Department Head
	\$10,000 to \$50,000	Department Head	Director of Finance
	Over \$50,000	Director of Finance	City Manager
Non-Declared Emergency	\$5,000 to \$50,000	Department Head	Director of Finance
	Over \$50,000	City Manager	Council

* "Purchasing Authority" means those positions listed and includes any position which is higher in the City's reporting structure. If a staff member with purchasing authority is the purchaser, the approval authority must be a higher position. Director's Approval can be provided for Approval Authority to a designated staff, up to \$5,000 and requires approval by the Director of Finance.

**Council approval is required when less than 3 bids are received.

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All **Procurements**, with the exception of **Appendix B**, over \$100,000 will be presented to the **General Committee** for information purposes and/or approval.

Exclusions

Appendix B – Goods and Services “Exempt” from provision of the Procurement Policy

1. Training and Education

- a. Staff registration and tuition fees for conferences, conventions, courses, workshops and seminars
- b. Magazines, books and periodicals
- c. Memberships
- d. Staff development
- e. Facilitators and program hosts

2. Refundable Employee / Councillor Expenses / General Expenses

- a. Expense claims
- b. Meals
- c. Travel and Accommodation
- d. Payroll deduction remittances
- e. Medical
- f. Licenses (vehicle, firearms, etc.), Certificate and other approvals required
- g. Debenture payments
- h. Grants to Agencies
- i. Damage claims
- j. Petty Cash replenishment
- k. Tax remittances, WSIB remittances
- l. Newspaper advertising
- m. Retirement Recognition Awards
- n. Payroll related issues / Payment for employment
- o. Charges to and from Government Bodies, including Crown Corporations
- p. Sinking fund payments
- q. Property Tax Bill printing and mailing services
- r. Postage

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3. Professional Services and Special Services

Up to \$5,000, or defined more specifically in another City Policy or Council Policy, including, but not limited to:

- a. Committee fees
- b. Legal fees for expert or professional legal services for all City requirements and insurance matters
- c. Arbitrators
- d. POA Prosecutors
- e. Fees for Professional Witnesses appearing on the City's behalf at Court hearings
- f. Physicians, nurses, pharmacists or other Health Care providers
- g. Medical and counselling fees
- h. Realty services and Appraisal services
- i. Honorariums
- j. Public Debenture Sales
- k. Additional Non-recurring accounting and auditing services
- l. Banking services (where covered by agreements)
- m. Entertainers for special events
- n. Realty services for lease, acquisition, demolition, sale and appraisal or Land Property including appraisal and consulting services relating to matters of Expropriation

Professional and special services exceeding \$5,000 must follow the approval process.

4. Commodity Hedging such as electricity, natural gas, fuel, etc., under O. Reg. 653/05: Debt-Related Financial Instruments and Financial Agreements under Municipal Act, 2001, S.O. 2001, C. 25

5. Utilities (monthly charges, maintenance, utility relocations, construction, acquisition or where proprietary):

- a. Water and Sewer
- b. Telephone (excludes cellular)
- c. Internet and Fibre
- d. Cable Television
- e. Railway crossings

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6. Health and Social services including payments to social agencies for purchased services
7. Events supporting local non-profit organizations
8. The Purchase of Real Property
9. Investments, as recommended by the Director of Finance and/or City Manager
10. **Integrity Commissioner Services**
11. Any additional exceptions expressly permitted in an applicable trade agreement
12. Legal services and Labour Relations services as deemed appropriate by the City Manager up to \$25,000
13. When the purchase is already covered by a lease-purchase agreement
14. When an urgent purchase is necessary for fulfilling a statutory order issued by a federal or provincial authority, such as an environmental, public health, or workplace safety compliance order
15. When it is necessary to ensure compatibility with existing products or to avoid violating warranty/guarantee requirements when service is required agreement on Internal Trade and the Ontario-Quebec Trade Agreement indicate specific exceptions to competitive sourcing.

These purchases are still subject to internal financial controls, generally accepted accounting and reporting practices and Municipal Act requirements.

When directed by City Manager or as approved by Council as a best practice plan, the following purchase of professional services will be completed through a Request for Proposal:

- a. Auditing (every 5 years)
- b. Banking
- c. Actuaries
- d. Insurance (every 5 years)

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e. General Legal

References and Related Policies

Accounts Payable Policy

Budgetary Control Policy

Contractor Performance Policy

Disposition of City Property Policy

City Representative Conflict of Interest Policy

Employee Conflict of Interest Policy

Consequences of Non-Compliance

Failure to comply may result in payments delays, invoices refused, corrective and/or disciplinary action up to and including dismissal.

Review Cycle

Finance and/or internal auditor and/or auditors may conduct reviews at any time, without notice, to assess compliance with this policy.

This policy shall be reviewed and updated every five years or before to coincide with changing business issues and external guidelines and regulations.



Staff Report

Report To:	General Committee
Meeting Date:	October 17, 2023
Prepared By:	Lynda Ferguson, Director of Finance & IT Services Emily Wood, Procurement Contracting & Risk Management
Report Number:	2023-188
Subject:	Budgetary Control Policy Update

Recommendation

THAT Report 2023-167 Budgetary Control Policy Update be received; and

THAT Policy POL.F.20.181 Budgetary Control Policy be updated accordingly.

Background

At the September 2023 General Committee meeting staff had proposed updates to both the Procurement Policy and Budgetary Control Policy. Staff were asked to have the auditors review the proposed changes.

Analysis

The auditors have reviewed the Budgetary Control Policy and made the following recommendations:

- Add a note that the Police Services Board are following their own procurement policy as allowed through the Police Services Act. Otherwise, they would need to follow the City's.
- Add to the Capital Expenditure definition - *Such expenditures are expected to provide a lasting benefit that extends beyond a period of one year.*
- Clarifying that, while council must approve the allocation of unspent donations, donations that are for a restrictive use would remain for that purpose.

They also commented on the change in variance reporting to begin in June. It was explained that, with the restrictions within the procurement policy, for example, any RFP coming in overbudget having to be approved by Council, and that procurement irregularities over \$25,000 require Council approval. It was agreed that a June start on variance was reasonable in those circumstances.

The other revisions to the Budgetary Control Policy previously proposed were:

- Streamlined information and reporting to Council.
 - Reporting level for information purposes for Council.
 - Changed from \$50,000 to \$100,000
- Clarified pre-procurement reporting for expenditures outside of the approved annual budget.
- Refined reports to Council post-procurement to include:
 - Procurements that exceed approved budget, requires Council Approval
 - Financial reports to reflect the annual report cycle of June, September, November and December. April was removed.

No sections were removed.

Some sections were clarified such as spelling corrections and policy date.

Financial Implications

There are no financial considerations with this report.

Policy Alignment

The Budgetary Control Policy is a necessary tool in municipal government.

This Policy applies to the purchase of all good and services and/or construction completed on behalf of the City by any of the Corporations' legally constituted boards, agencies, commissions, and committees.

Conclusion

The auditors have reviewed the proposed changes to the Budgetary Control Policy. The updated Budgetary Control Policy strengthens the internal operation of the Corporation and maintains the framework for financial controls. The updated Budgetary Control Policy will update the policy issued February 25, 2020.

Approved by:

Lynda Ferguson, Director of Finance & IT
Services

Sandra MacDonald, City Manager/City Clerk

Status:

Approved - 10 Oct 2023

Approved - 10 Oct 2023

Attachments:

[Budgetary Control Policy Oct 2023](#)



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Budgetary Control Policy

Policy Type:	Corporate Policy (For Approval by Council)
Date Approved:	XX MONTH 202X
Department:	Finance & IT Services
Staff Report:	202X-0XX
By-Law No.:	n/a

Policy Statement

The Corporation of the City of Brockville (City) is committed to responsible financial management of spending, revenue generating and program delivery within approved budgets and to ensure that the integrity of the City is maintained in accordance with the Municipal Act.

Purpose

The purpose of this **policy** is:

- To ensure that Council approves budgets;
- To recognize that Committees, Commissions, Boards and Agencies are accountable to the applicable City Department Head. Department Heads are accountable to the Director of Finance, the City Manager and Council for their spending, revenue generation and service delivery performance against budget approvals;
- To ensure that Council is informed of the status of expenditures and any factors or risks that may impact the budget;
- To define the roles and responsibilities related to the budget control process;
- To define the principles governing funding decisions outside of the annual budget process.

Application

This policy applies to all staff responsible for budget management, all Agencies, Boards, Commissions and Committees.

Definitions

As used in this policy, the following terms shall have the meanings indicated:

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Budgetary Control Policy

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Budget – means the projected revenue and expenses for a given year, either operating or capital.

Capital Expenditure – means expenditure incurred to acquire, construct or improve land, buildings, engineering structures or machinery and equipment used in providing municipal services. **Such expenditures are expected to provide a lasting benefit that extends beyond a period of one year.**

City – means:

- Corporation of the City of Brockville
- Agencies, Commissions, Boards and Committees of the Corporation of the City of Brockville such as the, Library Board, Committee of Adjustment, Airport Commission, Heritage Brockville and the Downtown Business Improvement Association (DBIA).
- Any other Board, Agency, Commission, and Committees that the Corporation of the City of Brockville may add from time to time.
- Where the City is providing financial support through any funding mechanism (debt, grants, donations...) and/or assets being purchased, assembled or constructed that will become the responsibility of the City
- **The City includes the Police Services Board, which may follow their own procurement policy as allowed through the Police Services Act.**

City Manager – means the appointed official who directs the administration of the City of Brockville.

Council – means the Council of the Corporation of the City of Brockville.

Department – means a Department of the City.

Department Head – means the head of a department within the City. Any committee, commission, board or agency report to the applicable City Department Head with exception to the Police Chief and the Library Chief Executive Officer who report to their applicable board and are considered Department Heads.

Director of Finance – means the person appointed to fulfill the statutory requirements of the Treasurer under the Municipal Act, 2001.

Emergency (City-Declared) – means an event or circumstance where the Mayor of the City declares that an Emergency exists in the City or in any part

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thereof and may take such action and make such orders as he or she considers necessary and are not contrary to law to implement the Emergency plan of the City and to protect property and the health, safety and welfare of the inhabitants of the Emergency area or as required under the Emergency Management and Civil Protection Act.

Operating Expenditure – means an expenditure of a constant recurring nature, or operational maintenance type nature, whereby the value of the goods and services are consumed or provided within the current year.

Procedures

1. Sole Authority

Council has the sole authority for approving funding to operating programs and capital projects.

Only Council can amend approved budgets.

2. Pre-Budget

Prior to the adoption of the current budget, spending shall be limited as set out in this policy. Pre-budget expenditures should be restricted to the following items in accordance with the City Manager's authorized limits, as permitted by the Municipal Act 2001:

- a. Items of a fixed nature, or that have been previously committed by Council.
- b. Normal operating expenditures required to maintain business until the budget is approved.
- c. Council approval is required to purchase capital items prior to passing the budget.
- d. Until the current operating budget for the City is approved by Council, a Department Head is authorized to make spending commitments to a cumulative total that does not exceed 50% of the prior year's budget approved by Council.

3. Operating Budget

- a. Council establishes the spending authority for all Departments.

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- b. Only Council has the authority to exceed the approved budget.
- c. Budgets are not to be reallocated to compensate for existing over-expenditures.
- d. Department Heads are responsible for their deficit mitigation within their existing budget.
- e. Council's authorization is required to spend revenues received (including donations and grants) beyond budget. At year-end, such remaining revenues becomes part of the City surplus. Project specific donations and/or grants will be held in a reserve until such time that they are required for the project.
- f. Council approves the allocation of unspent donations. **Donations that are restricted will remain within the restrictions specified.**

4. Capital budget

- a. Council approves the capital budget.
- b. The capital budget establishes the scope and funding for each capital project.
- c. Council has sole authority to amend a project scope.
- d. Department Heads cannot exceed the approved budget for a project or amend a project scope.
- e. Department Heads shall request authorization from Council should additional expenditures be required. The Director of Finance shall recommend the appropriate funding source.

5. Reporting

5.1 Reports to Council Pre-Procurement

Council approval is required for:

- a. Projects requiring **known** additional expenditures
- b. **Expenditures Outside of the annual budget process**
- c. **Bid irregularities or less than three bids received as per Appendix A of the Procurement Policy**

5.2 Reports to Council Post-Procurement

- a. Financial reports, including operations and capital budget variances, for the periods ending June, September, November and December
- b. Capital project status:

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- a. Projects with incremental costs are to be monitored. Where reasonable, work is to proceed to complete the scope of work as procured. Any variances are to be reported to Council at the next General Committee meeting.
- b. Where multiple procurements occur in one capital project, variances are to be reported based on the approved procurement report.
- c. Council shall be informed of any tenders or proposals over \$100,000.

Reports to Council shall be provided at the next **General Committee** meeting or at **a later** meeting determined by the Director of Finance.

Exclusions

Purchases made in accordance with the emergency provision of the Procurement Policy.

References and Related Policies

Procurement Policy
Accounts Payable Policy

Consequences of Non-Compliance

Failure to comply may result in corrective and/or disciplinary action up to and including dismissal.

Review Cycle

Finance and/or internal auditor and/or auditors may conduct reviews at any time, without notice, to assess compliance with this policy.

This policy shall be reviewed and updated every five years or before to coincide with changing business issues and external guidelines and regulations.



Staff Report

Report To:	General Committee
Meeting Date:	October 17, 2023
Prepared By:	Lynn Murray, Acting City Clerk Sandra MacDonald, City Manager/City Clerk
Report Number:	2023-183
Subject:	Encroachment Agreement - 9 Ormond Street

Recommendation

THAT Council authorize the Mayor and Clerk to execute an encroachment agreement with Christine Davis, for the encroachment of stone retaining wall to a maximum of 2.4 metres (7 ft.) onto the Ormond Street road allowance for the property located at 9 Ormond Street, Brockville.

Background

This matter arises from a request by the property owner, Christine Davis of 9 Ormond Street to build a new retaining wall, remove a stump and expand front gardens, which would encroach onto City lands. (Attachment 1-2)

The Contractor states that the measurement from the property line to the back of the retaining wall is approximately 5.18 ft. The stone retaining wall is 1 ft. wide with an additional 1 ft. over pavers for a total of 7.18 ft. As the wall will be constructed on a slope, lower in the south going up to the existing laneway, the height will graduate from 12 to 15 inches.

Analysis

The application was circulated to city departments for comments as part of the variance process. The following comments were received:

Operations Department would like the following, if not already, included in the agreement:

- the owner acknowledges that the city owes no duty of care to maintain the wall or interlock surface.
- the owner is responsible to provide adequate winter maintenance and any other maintenance in keeping with the current and future regulatory maintenance standards.

- the owner is responsible for any costs associated with removal or re-instatement of the construction in the encroachment, should it need to be removed to work on underground city or utility infrastructure.
- the City is not responsible for any damage caused by City machinery through regular maintenance.
- the City is not culpable with any liability for any damages or personal injury on this encroachment.

Engineering and Infrastructure is not opposed would like to ensure the following standard wording is captured in the agreement:

- should the proposed work be placed over their services (water/wastewater/storm), the property owner takes full responsibility for the work should their services require repair on the city property.

Financial Implications

As per the City of Brockville Fees and Charges By-law the fee is currently, \$225 including HST, for processing the encroachment agreement, which would be deposited to g/l account 01-4-011032-0603.

Policy Alignment

The report/request are in alignment with the policies laid out under the Encroachment Agreement procedure.

Conclusion

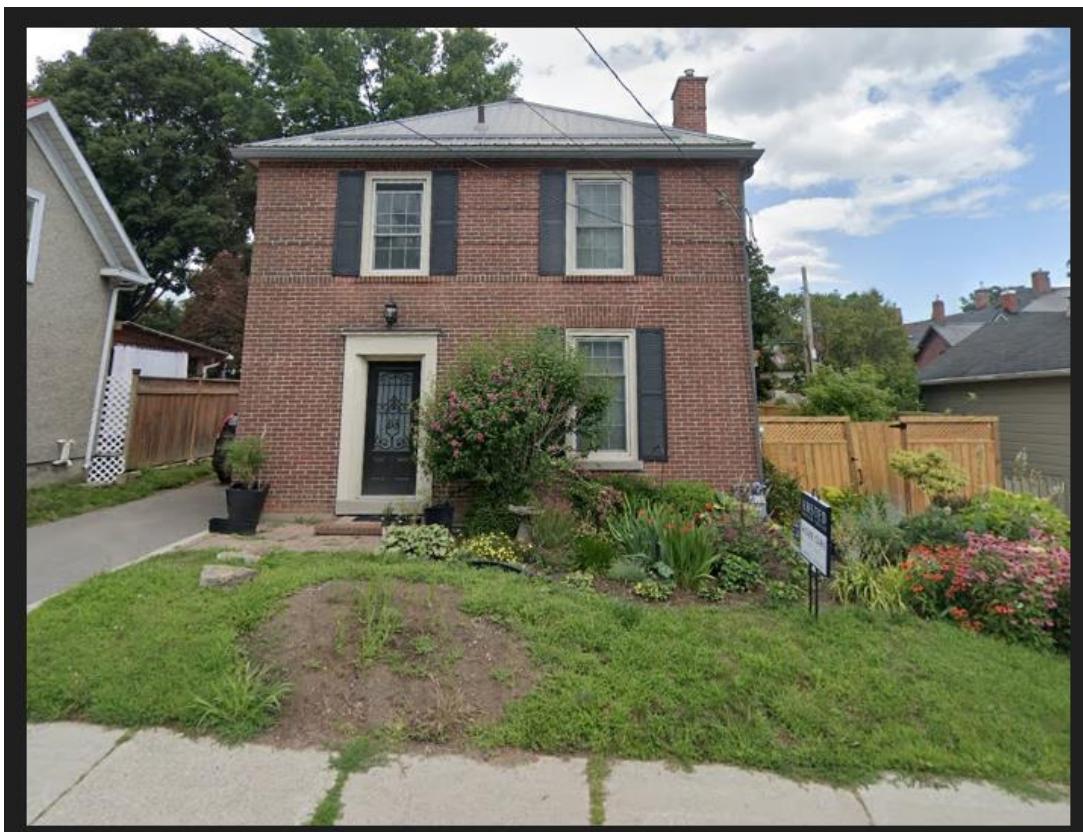
It is recommended that Council authorize the encroachment agreement for 9 Ormond Street, to allow for the construction of a stepped retaining wall.

Approved by:	Status:
Lynda Ferguson, Director of Finance & IT Services	Approved - 11 Oct 2023
Sandra MacDonald, City Manager/City Clerk	Approved - 12 Oct 2023

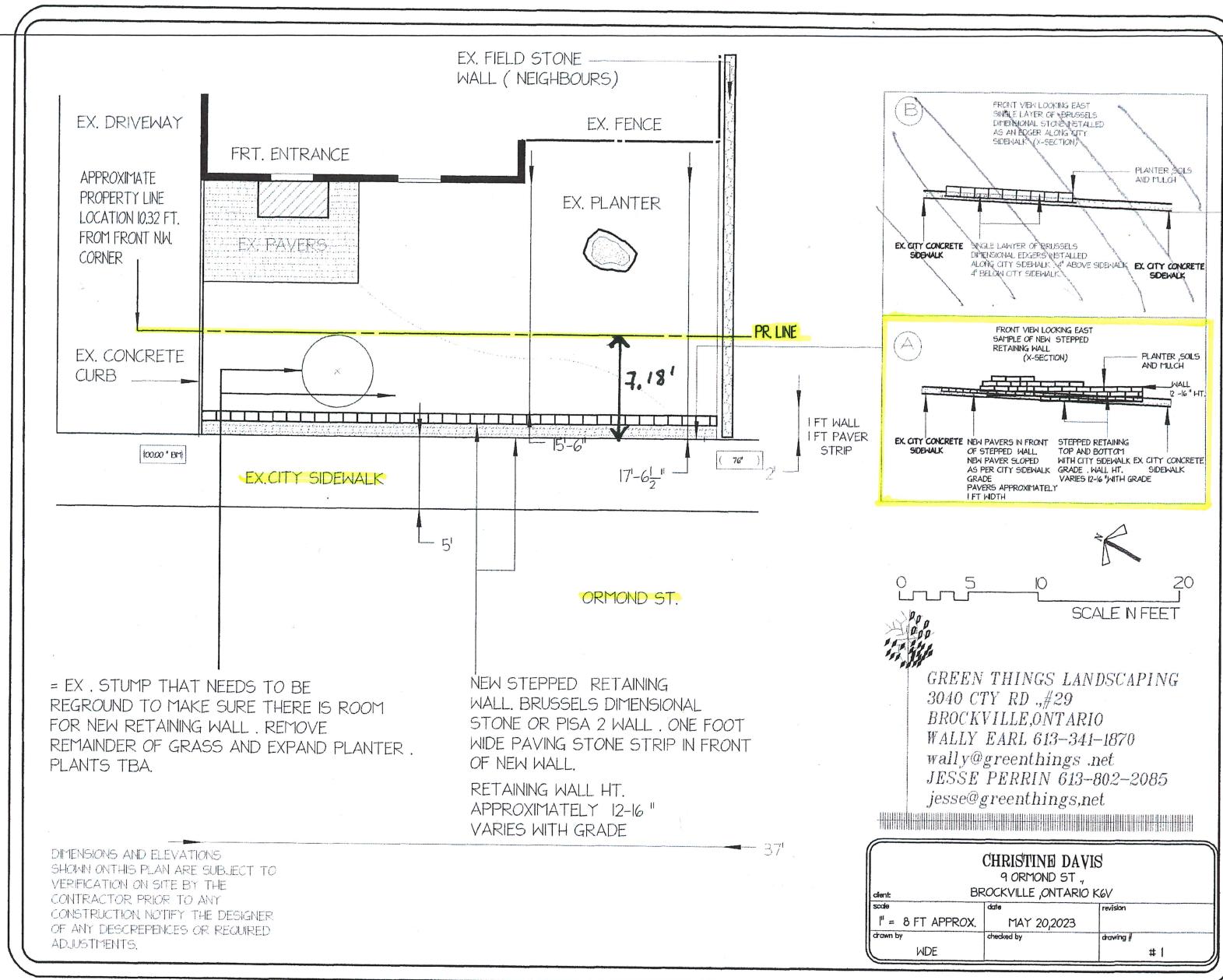
Attachments:

[Attachment 1](#)
[Attachment 2](#)

Attachment 1



Attachment 2





City of Brockville

Heritage Brockville Meeting Minutes

3:00 PM - Wednesday, September 20, 2023

Boardroom, City Hall

The Heritage Brockville meeting was called to order on Wednesday, September 20, 2023, at 3:00 PM, in the Boardroom, City Hall, with the following present:

Members Present: Member Jo-Ann Allen
Chair Ida Duc
Member Jay Martin
Member Martin Read

Regrets: Committee member Russ Distotell
Committee member Evan McMurry
Mayor Matt Wren

Staff Present Acting City Clerk Lynn Murray

Chair's Remarks

The Chair suggested introductions would be appropriate since there were committee applicants in attendance. Everyone took a moment to introduce themselves and tell a bit about their interest in this Committee.

Disclosure of Interest

M. Read declared a Disclosure of Interest as his employer is the owner of one of the proposed buildings to be discussed. (Brockville Collegiate Institute)
Jo-Ann Allen declared a Disclosure of Interest as her house at 127 King St E. is one of the proposed buildings being discussed.

Approval of the Minutes

Nil.

Delegations and Presentations

Nil.

Correspondence & Communications

Nil.

Sub-Committee And Member Reports/Project Updates

1. Registry/Designation Group - The Sub-Committee has been given a list of buildings that need to be reviewed and possibly either removed from the registry or a designation process begun. Bill 23 affected the Municipal Heritage Act as it applies to buildings of historical significance. The Committee feels currently this is the principal project. There was a discussion surrounding how the homes had been added to the list in the past.

The Committee also has several buildings that are of interest that they need to review. M Read listed the following buildings of interest:

Allan House, First Baptist Church, Fulford Academy, 127 King Street, St. Frances Xavier Church, Brockville Collegiate Institute, Brockville Public Library, Pentecostal Tabernacle, Fire Hall #1 and the Court House.

I. Duc stated that the Committee has until January 2025 to make the changes or any houses left on the registry will come off and cannot not be added again for five years.

The findings will be presented to the Planning and Development Committee which meets the first Tuesday of each month.

New Business

1. Funds/Budget

Ida would like to know how much is budgeted for their committee. Include in the minutes.

2. Work plan - going forward, virtual guidance (Chris Lawless and Andrew Jeames) next meeting.

I. Duc feels they need clearer direction on how we speak to the property owners etc. Staff will attempt to set up a Zoom conference with representatives from the Ministry for the October meeting.

3. Presentations to General Committee/Council (November)

Plaques

1. I. Duc noted that John Taylor of the Brock Trail Committee had contacted members of this committee, to approve two plaques that are ready to be purchased. The two committees have been asked to work together as the Brock Trail Committee received legacy funding for this project, but the plaques really fall under the of the Heritage Committee.

Since the renderings sent via email were of poor quality, the Heritage Committee would like to meet in person with hopes of obtaining better quality pictures. I. Duc would like to set up a meeting with John Taylor, Travis Raison, I. Duc and L. Murray hopefully this coming Monday. L. Murray will send out an email to all the parties involved and check availability.

Adjournment

Moved by: Member Allen
Seconded by: Member Martin

THAT the Heritage Brockville Committee meeting be adjourned until its next regular meeting October 11, 2023 scheduled.

CARRIED

The meeting adjourned at 4:13 pm.

Account No.	Description	CC1	Current	Year to Date	Committed	Budget	Variance	% Used
HERBR HERITAGE BROCKVILLE								
5 Expense								
811125 Heritage Brockville-Office Expens								
01-5-811125-2510	Hertg Brckvll-Office Exp-Prt/F		0.00	0.00	0.00	150.00	150.00	
	5 Expense Total		0.00	0.00	0.00	150.00	150.00	0.00
	811125 Heritage Brockville-Office Expens Total		0.00	0.00	0.00	150.00	150.00	0.00
5 Expense								
811810 Heritage Brockville-Building Desi								
01-5-811810-1140	Hertg Brckvll-Bldng Dsgntn-Pa		0.00	0.00	0.00	9,615.00	9,615.00	
01-5-811810-1199	Hertg Brckvll-Bldng Dsgntn-Be		0.00	0.00	0.00	2,336.00	2,336.00	
01-5-811810-2010	Hertg Brckvll-Bldng Dsgntn-Ma		0.00	0.00	0.00	500.00	500.00	
01-5-811810-2200	Hertg Brckvll-Bldng Dsgntn-Tri		0.00	0.00	0.00	1,000.00	1,000.00	
01-5-811810-3010	Hertg Brckvll-Bldng Dsgntn-Cr		0.00	0.00	0.00	2,000.00	2,000.00	
	5 Expense Total		0.00	0.00	0.00	15,451.00	15,451.00	0.00
	811810 Heritage Brockville-Building Desi Total		0.00	0.00	0.00	15,451.00	15,451.00	0.00
HERITAGE BROCKVILLE Total								
			0.00	0.00	0.00	15,601.00	15,601.00	0.00



Brockville Public Library

have courage | act responsibly | pursue knowledge | push boundaries | welcome everyone

Minutes: August 28th, 2023

Present: M. Wicklum (Chair), J. Schoemaker-Holmes, C. Wales, C. Wells, L. Rayvals, C. Quick, R. Stobo, L. Pennell (zoom), P. Luhadia (zoom),.

1. Call to Order
2. Land acknowledgement:

In the spirit of reconciliation, the Brockville Public Library acknowledges the land on which it was originally established, and the work that it does, takes place on the territories of the Huron-Wendat, Haudenosaunee, and Anishinabek Peoples.

We are grateful for the significant and invaluable contributions First Nations, Inuit and Métis Peoples have made and continue to make across Turtle Island despite the historic and ongoing effects of colonialism.

As part of the Ontario Library Association, the staff and leadership at the Brockville Public Library are committed to active participation in reconciliation by amplifying Indigenous voices year-round, listening, learning, and providing resources so that we may work towards fulfilling [CFLA-FCAB's Truth & Reconciliation Committee Recommendations](#).

3. Introductory Remarks (information/announcements)
4. Approval of Agenda
Amended to add election of Vice-Chair
C. Wales, C. Quick
5. Declaration of Conflict of Interest
None
6. Election of Vice-Chair
Reid Stobo acclaimed
7. Consent Agenda
a. August 28th, 2023 Board minutes

C. Wells, C. Quick

7. For discussion

- a. Executive Report Welcome new members
- b. Scott Newman, Cyber Security - Brockville Library's IT Geek
scot@brockvillelibrary.ca
- c. Risk assessment report - discussed amendments, deferred to next meeting
- d. Policy Review Committee Presentation

Changes presented and available on Google Drive

Review for next meeting to approve

Motion:

"That the Brockville Library accepts the recommendation of the Policy Review Committee to implement the new Indigenous Ways Policy, effective immediately."

C. Wells, C. Wales

- e. Accreditation update - site visit expected in October
- f. Budget 2024 - four year plan, presentation in November

8. Items for next agenda (add as identified)

Budget 2024-2026

Policy review

9. . Meeting evaluation/roundtable discussion

11. Adjournment – 7.48pm C.Wales, C. Quick

2023 Meeting Dates at 5.30pm at the Brockville Library Buell Street Room :

January 30th
February 27th
March 27th
April 24th
May 29th (due to May 22 being Victoria Day)
June 26
NO July Meeting
August 28
September 25
October 23,
November 27
NO December meeting.

Brockville Museum Advisory Committee Meeting Minutes

Tuesday, September 12, 2023 at 1pm via Teams

Present: P. Naylor (chair), D. Buck, J. Watt, H. Cody, D. Hamilton, K. Hobbs, N. Wood (staff)

1.0 Land Acknowledgement

We acknowledge that the land on which we gather, exchange ideas, and share our past, present, and future is the traditional territory of the Anishinaabe, Haudenosaunee and Wendat people.

2.0 Call to Order

1:01pm

3.0 Additions to/Approval of Agenda

4.0 Discussion and Approval of Minutes of the Last Meeting

July 11, 2023 Meeting Minutes – *approved as presented*

5.0 Executive Reports

5.1 Chair

No new remarks to share

5.2 Curator

5.2.1 Discussion of July Staff Report

- Members inquired about potential programming replacing Lecture Series; a discussion was had on changes to Talk & Tea and the potential for guest speakers.
- Members remarked on the generosity of Ketchum Manufacturing for replacing the stolen Travel Trunk exhibit emoji magnets at no cost.
- 5.2.1.1 Discussion re: Twitter/X account
 - Members agreed with the staff recommendation to discontinue posting to this platform following recent changes; the account will not be closed, but will no longer be posted to
- 5.2.1.2 Updated Job Descriptions
 - The updated Collections Coordinator and Community Program Coordinator were circulated for information purposes; there was a brief discussion on how these changes reflect evolving needs.

5.2.2 Discussion of August Staff Report

- There was a brief discussion about the cancelling of the Offsite Storage RFP and what that means for next steps; currently following up on leads of potential sites. Curator will circulate site criteria list to Committee Members following the meeting.
- Members suggested posting to Facebook and LinkedIn; Curator to follow-up on processes

- Members suggested reaching out to Tourism's Digital Marketing Coordinator to explore opportunities to get more reach for awareness of museum programs, particularly the walking tours this fall; Curator indicated the event has been submitted to Tourism but will follow-up regarding additional promotional opportunities.
- Members suggested doing a ticket give-away contest with local media; Curator indicated that tickets sales were going well, but would explore if felt necessary.
- Members asked for an update regarding the return of the fire truck to the fire department; Curator provided an update that there was a recent site visit and plans are being developed for a move by mid-October.
- There was a brief discussion about the new Cemetery Tours.
- Members inquired about the hiatus status of the 2032 Committee; the Curator explained that the Cultural Services Department was taking this time to consider next steps.
- Members followed-up regarding attendance on summer stat holidays; the Curator answered that August Civic Holiday saw average visitation and that as discussed, the museum was closed on Labour Day, but attendance on the Saturday was above average.
- Members asked about where the museum "popped up" during the summer; the Curator provided the answer involving both downtown and north end businesses.
- 5.2.2.1 Updated Terms of Reference
 - There was a brief discussion about members wanting a more fulsome revision of the terms; Curator to follow-up with Clerk's office regarding options and next steps.
- 5.2.3 Goal Tracking
 - Members expressed satisfaction with this reporting technique and that they felt the progress indicated was encouraging.

6.0 New and Ongoing Business

6.1 Ongoing discussion of Committee role recruitment strategies

- There was a brief discussion that until the goals of the Committee are better defined, active recruitment should be deferred.
- The Curator suggested that Committee members who would like to be more hands-on could consider forming a Community Outreach Sub-Committee to organize and attend (as volunteers) community events/pop-ups to promote the museum.

7.0 Date, Time, Location of Next Meeting

October 10, 2023 @ 1pm via Teams

8.0 Adjournment

1:49pm