



City of Brockville

General Committee

Agenda

4:30 PM - Tuesday, September 19, 2023

City Hall, Council Chambers

Page

Land Acknowledgement Statement

Chair's Remarks

Disclosure of Interest

Delegations and Presentations

- 6 - 26 1. FoodCycler Program
- Jacob Hanlon from Food Cycle Science Corporation will discuss food waste in Brockville and a green bin program for composting.
[FoodCycler](#)
- 27 - 35 2. Brockville Operatic Society Inc. and the Brockville Theatre Guild
- Jeanette Johnston and Stephanie Hutton will provide a presentation on behalf of the Brockville Operatic Society and the Brockville Theatre Guild.
[2023 09 19 BTG and BOS Presentation](#)

Correspondence and Communications

Nil.

Reports from Boards and Committees

Nil.

Staff Reports

- 36 - 38 1. 2023-164
Easement Agreement
Wills Transfer Limited to cross Municipal Lands
2210 Parkedale Ave

General Committee Agenda
September 19, 2023

THAT Council authorize the Mayor and Clerk to execute an easement agreement with Wills Transfer Limited, for an easement over PIN 44178-0167, further described as Part of Lot 10, Concession 2, formerly in the Township of Elizabethtown Kitley, as in LR45502 except LR46365, except PT 1 28R13553; S/T 38E9314, LR106581; now in the City of Brockville.

[2023-164](#)

- 39 - 40 2. 2023-174
River of Lights Tree Wrap & Controller Infrastructure installation

THAT Council approve the results of RFQ 230091 for River of Lights Tree Wrap & Controller Infrastructure installation.

[2023-174](#)

- 41 - 52 3. 2023-157
Community Art Submission
12 Water St. E (Dive Brockville)

THAT Council approve the changes to the mural located at 12 Water St. E. (Dive Brockville); and

THAT Council approve the proposed 3D artwork to hang on said mural.

[2023-157](#)

- 53 - 86 4. 2023-166
Procurement Policy Update

THAT Report 2023-166 Procurement Policy Update be received; and

THAT Policy POL.F.20.139 Procurement Policy be updated accordingly.

[2023-166](#)

General Committee Agenda
September 19, 2023

- 87 - 93 5. 2023-167
 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.
[2023-167](#)
- 94 - 101 6. 2023-168
 2023 August Variance

THAT Council receives report SR2023-168, 2023 August Variance for information.
[2023-168](#)
- 102 - 104 7. 2023-170
 Digester Tank #1 Repairs - Water Pollution Control Centre

THAT Council approve the quote from Landmark Municipal Services for the repairs to Digester Tank #1 in the amount of \$439,137 (including net HST); and

THAT Council approve the quote from Garland Canada Inc. for the repairs to the roof of Digester Tank #1 in the amount of \$86,496 (including net HST); and

THAT Council approve the \$525,634 from Wastewater Working Capital Operations Reserve.
[2023-170](#)
- 105 - 114 8. 2023-171
 Sewer Connection By-law 46-89

THAT the City's Sewer Connection By-law 46-89 be repealed; and

THAT the draft Sewer Connection By-law (attached) be enacted.
[2023-171](#)

General Committee Agenda
September 19, 2023

115 - 123

9. 2023-172
Blue Box Transition Period

THAT Council approve the recommendation of the Director of Engineering and Infrastructure to "opt-out" of the Circular Materials Ontario (CMO) contract for curbside blue box collection services during the transition period.

[2023-172](#)

124 - 125

10. 2023-173
Lowlift Pump 3 Repairs – Water Treatment Plant

THAT Council approve the quote from Hewitt (Brockville) for the repair to Lowlift Pump 3 in the amount of \$30,807.84 (including net HST); and

THAT Council approve the additional expenditure of \$20,000 to be funded from the Water Rate Working Capital Operations Reserve.

[2023-173](#)

126 - 127

11. 2023-156
Community Art Submission DBIA Banners and Decals
Request to move installation period to 2024.

THAT Council approve the deferral of the installation period of DBIA banners and street decals originally approved for June 2023 to mid-October 2023 to May 15, 2024 to mid-October 2024.

[2023-156](#)

128 - 131

12. 2023-160
Musi-Theatre lease
Brockville Theatre Guild and Brockville Operatic Society

THAT Council direct staff to prepare an agreement for lease of a portion of the Brockville Arts Centre by the Brockville Operatic Society and the Brockville Theatre Guild as per the terms set out in this report; and

THAT the Mayor and City Clerk be authorized to execute such agreement.

[2023-160](#)

New Business from Committee Members

Nil.

Information Items

Nil.

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 October 17, 2023.

Minutes from City Boards and Committees

132 - 133

Museum Advisory Committee
[2023 07 11 Museum Board Minutes](#)



FOODCYCLER™ MUNICIPAL SOLUTIONS

The Future of Food Waste.



ABOUT US

Food Cycle Science

- Canadian company based out of Ottawa, ON
- Founded in Cornwall in 2011 – Company is 100% focused on **Food Waste Diversion Solutions**
- Products available in North America through **FoodCycler Municipal / Vitamix** and internationally through network of distributors & OEM partners
- Finalists in Impact Canada/AAFC's **Food Waste Reduction Challenge**
- **Globe & Mail** Canada's **Top Growing Companies** (2021 & 2022)
- **Deloitte Fast 50 CleanTech** award winners (2021)
- **Approved supplier** with Canoe Procurement Group of Canada



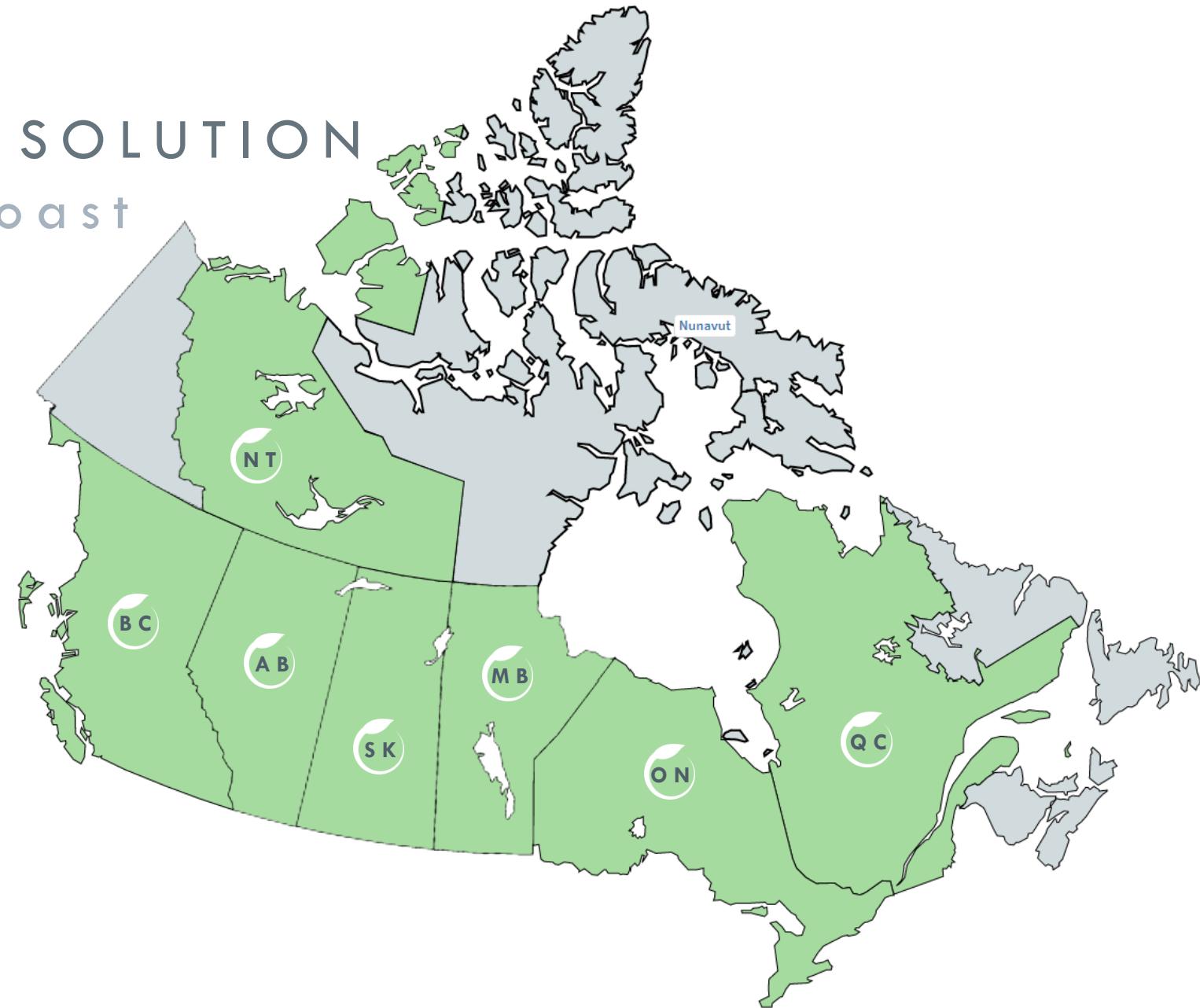
TRUSTED CANADIAN SOLUTION

Coast to Coast to Coast

81
**Canadian
Municipal
Partnerships**

6 Provinces

1 Territory



THE PROBLEM – FOOD WASTE

- **63%** of food waste is avoidable
- Household waste is composed of **25-50%** organic waste
- Food waste weight is up to **90%** liquid mass (which is heavy)
- The average Canadian household spends **\$1,766** on food that is wasted each year
- Each year food waste in Canada is responsible for **56.6 Million tonnes of CO₂** equivalent of GHG



MUNICIPAL IMPACT

Waste is a municipal responsibility

LANDFILL + WASTE COSTS

- ~25-50% of household waste is organic waste
- Landfills are filling up fast, creating cost and environmental issues
- Hauling, transfer, and disposal services are a major cost factor and environmental contributor

ENVIRONMENT

- Landfilled organic waste produces methane, which is **25 times** more harmful than CO₂
- 1 tonne of food waste is equivalent to 1 car on the road for one year



COMMUNITY

Food in the garbage:

- More frequent collection or trips to the disposal site
- Unpleasant odours
- Animals, pests & other visitors



Removing food waste from garbage:

- Volume is reduced by up to 50%
- Less frequent collection, fewer trips to disposal site, save on bag tags
- Keeps odours out, makes garbage much less “interesting” for animals

HAVEN'T WE SOLVED THIS ALREADY?



GREEN BINS

- Major **capital expenditure** to invest in **processing & collection infrastructure**
- **Contamination** is an ongoing challenge
- **GHG emissions** and **safety concerns** from collection vehicles
- **Participation rates** are often lower than desired, particularly in **multi-residential dwellings**

BACKYARD COMPOST

- **Space, ability, and know-how** are limiting factors
- Most users **do not compost** in winter or inclement weather
- May **attract pests/animals** or create unpleasant **odors**
- **Participation rates** are relatively low and stagnant
- Can produce **methane** if done incorrectly

LANDFILL

- **Easiest solution** and often perceived as the most cost-effective in the short term
- Waste is typically **out of sight and out of mind** for consumers
- High levels of GHG emissions, particularly **methane**
- Long-term **environmental hazard** requires monitoring / maintenance
- **Landfill capacity** is quickly running out

THE SOLUTION? THE FOODCYCLER



THE FOODCYCLER PRODUCT FAMILY

FOODCYCLER™
FC-30



2.5 L

30.5 L

4 - 8 HOURS

0.8 kWh

2
REFILLABLE
FILTERS

BACK

VOLUME CAPACITY

5.0 L

UNIT VOLUME

28.9 L

PROCESSING TIME

6 - 8 HOURS

POWER CONSUMPTION
PER CYCLE

1.3 kWh

ODOUR CONTROL

1
REFILLABLE
FILTER

VENT LOCATION

TOP

FOODCYCLER™
Eco 5



90% FOOD WASTE REDUCTION

Full bucket of wet,
smelly food waste

2.5L / 5L



Handful of dry, sterile, odourless
& nutrient-rich by-product

100 g / 200 g



4-8 HOURS
(Overnight)

0.8-1.5 kWh
(Equivalent to a laptop)

\$0.10-\$0.15 per cycle
(\$2-4 per month)

FOODILIZER™ : BENEFICIAL USES

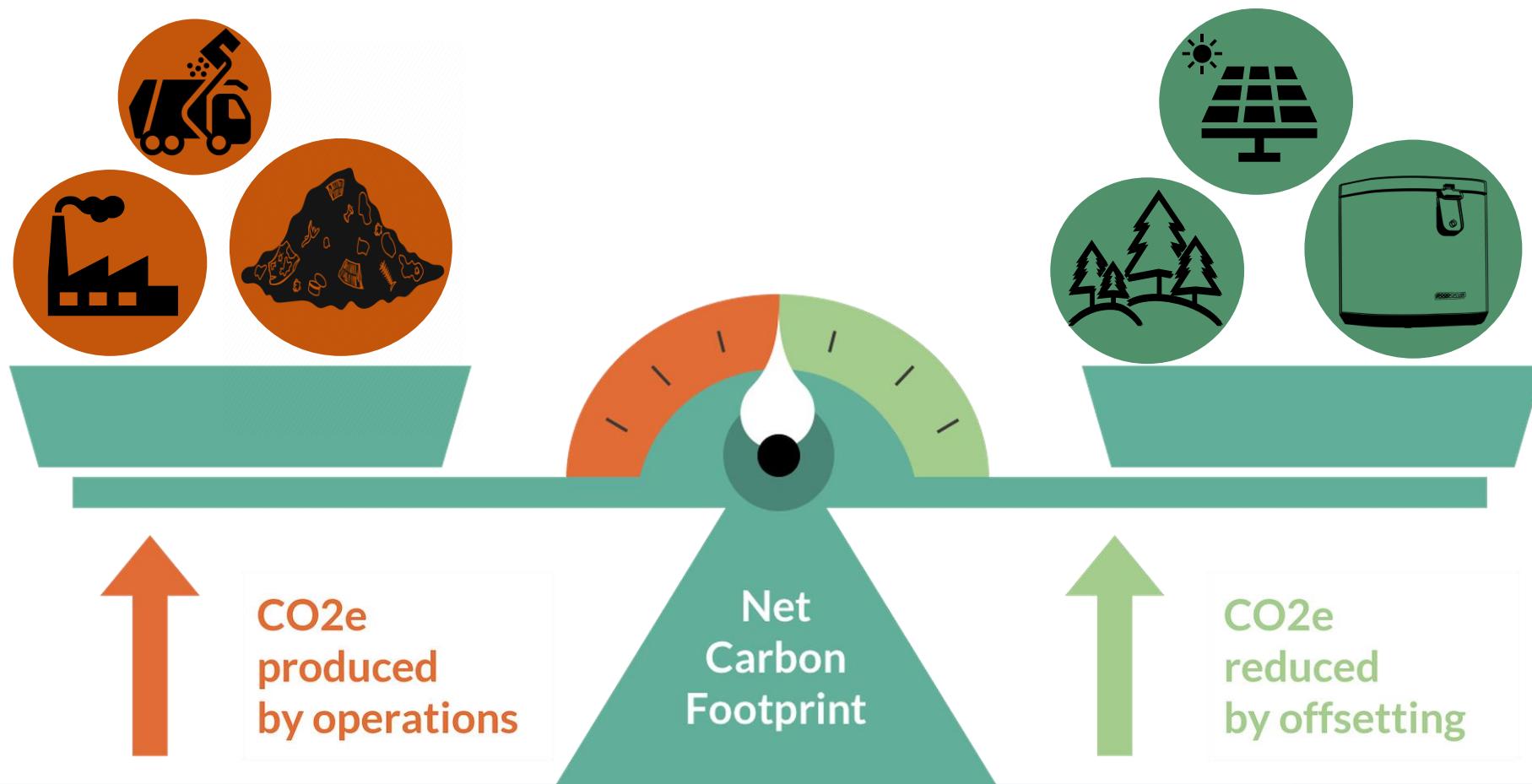
The FoodCycler by-product is a dry, sterile, odourless and nutrient-rich biomass with many beneficial uses and practical applications:

- Add to garden soil
- Add to backyard composter/tumbler/green cone
- Integrate to existing Leaf & Yard waste systems
- Pelletize/briquette as home heating alternative
- Drop off at compost site
- Drop off to a local farm
- Drop off to a community garden
- Add to Green Bin (where available)

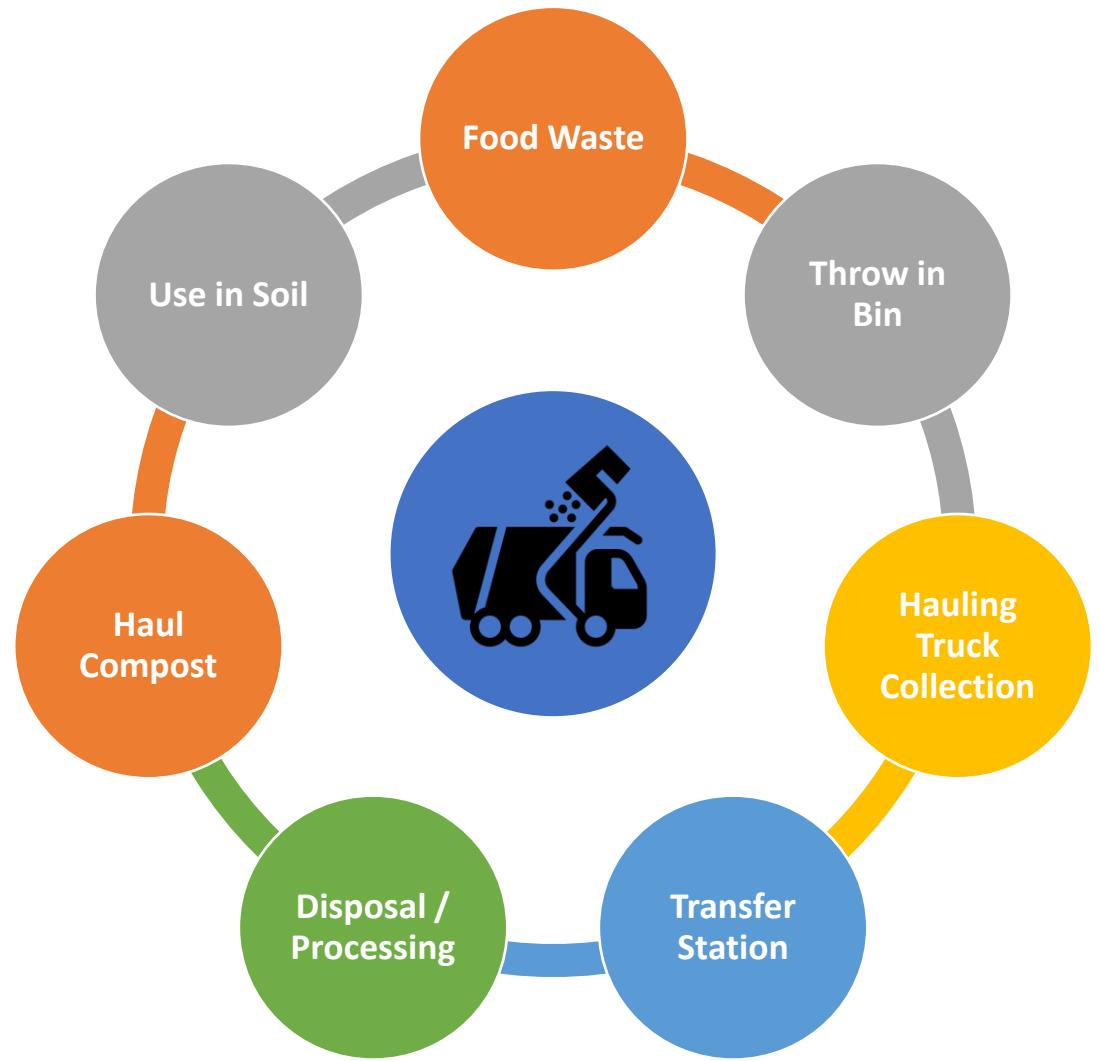


IMPACT: ENVIRONMENT

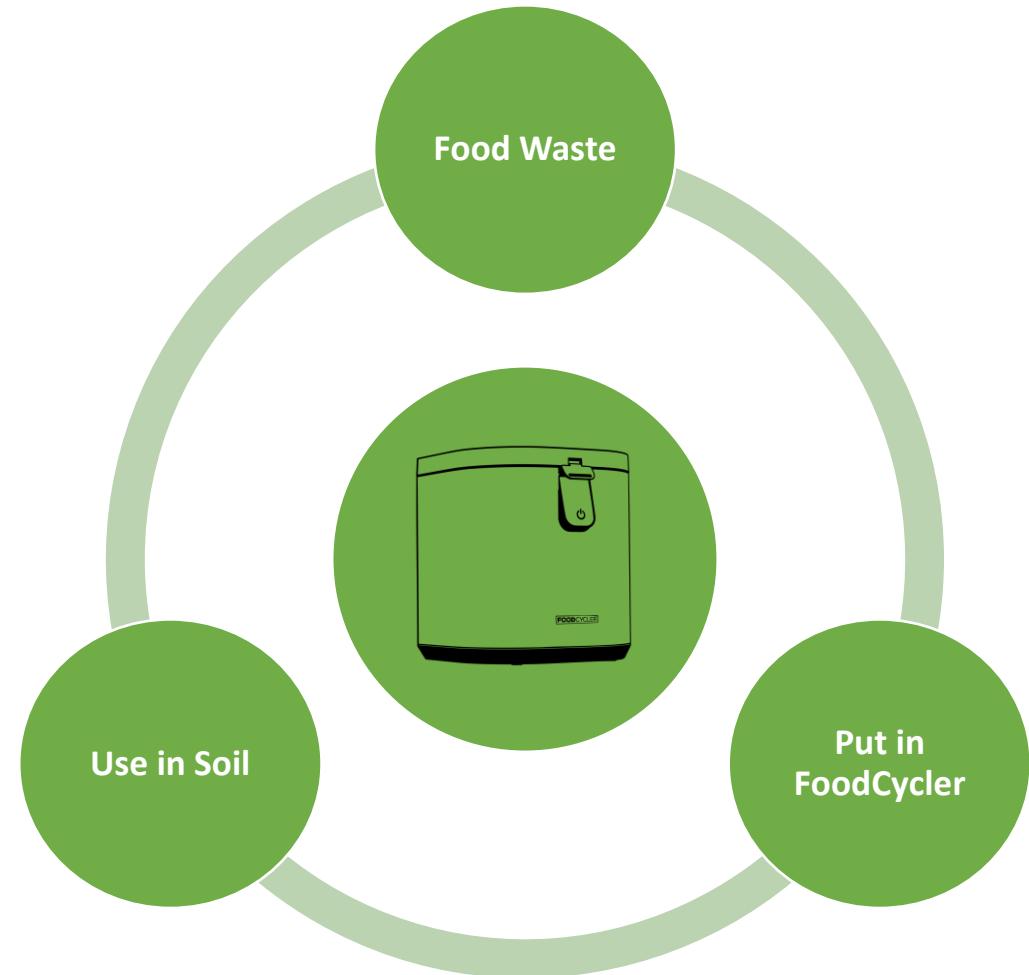
The Path to Net Zero



IMPACT: ECONOMIC



Traditional Waste Management



Food Cycler

IMPACT: PRESSURE

Regulatory + Social

THE TIME IS NOW

- Constituents want **solutions** to reduce their environmental impact
- Waste is perceived as a government problem and **regulations** are coming
- Food waste is “low-hanging fruit” to achieving higher **diversion** and addressing the environmental impact of waste



"I've received a number of positive messages from residents saying, "sign me up, where can I get mine." I'm 100 per cent in favor of it."

Deputy Mayor Lyle Warden, (South Glengarry ON)

"We were extremely happy with this program and loved that it made us aware of our daily waste."

Pilot participant in South Glengarry

"It's a great tool to reduce household waste. Appreciate that the municipality is being innovative and piloting different solutions."

Pilot participant in Hornepayne

"It alleviates a lot of the concerns that people might have with backyard composting. The time commitment, the location, pests and animals..."

Kylie Hissa, Strategic Initiatives Officer
(Kenora, ON)

THE FOODCYCLER PILOTS

The results are in.

Completed pilots in:

5000+

Households

40+

Municipalities



Participation Rate **98%**

- 98% of pilot participants will continue using the FoodCycler after the pilot period

Recommendation Rate **96%**

- 96% of users would recommend the FoodCycler to friends/family/neighbours

User Experience Rating **4.6/5**

- 4.6 out of 5 star rating for the overall user experience of the FoodCycler

Net New Diversion **300 kg**

- Each participating household is estimated to divert approximately 300 kg of food waste per year

Awareness + Prevention **77%**

- 77% of pilot participants resolved to waste less food as a result of increased awareness

FOOD WASTE REDUCTION CHALLENGE

Impact Canada Finalists

Federal Funding

- ✓ Semi-Finalists in Stage 1 received **\$100,000**
- ✓ Finalists in Stage 2 received **\$400,000**
- Finalists will compete in Stage 3 to win one of two Grand Prizes of up to **\$1,500,000**

IN PARTNERSHIP WITH:



PILOT PROGRAM

12 Weeks from Start to Finish

PILOT TIMELINE

START

12 WEEKS

END

NEXT STEPS

Residents purchase FoodCycler at a subsidized rate from Municipal Office (or other designated location)

Participants use the unit for a period of 12 weeks.

Number of cycles per week are tracked to estimate total diversion achieved.

Participants fill out an exit survey, providing their review of the program and any other feedback.

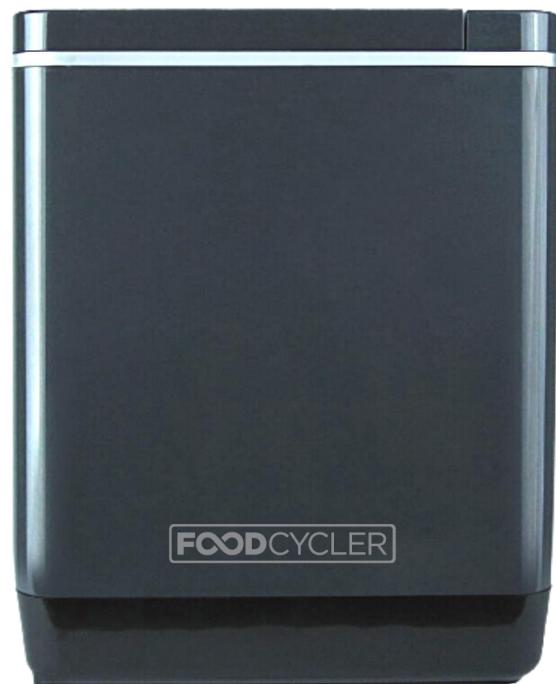
Survey results used to evaluate program success.

Tailored program design and implementation.

Grants may be available, with support from Food Cycle Science.

FUNDED PILOT PROGRAM OPTIONS

Municipal Subsidy Model



FOODCYCLER™
FC-30

\$ 500
-\$ 200
-\$ 50
\$ 100
\$ 150

RETAIL PRICE

\$ 800

MUNICIPAL
DISCOUNT

-\$ 250
-\$ 150

IMPACT CANADA
INVESTMENT

* MUNICIPAL
SUBSIDY *

RESIDENT
COST

\$ 100
\$ 300



FOODCYCLER™
Eco 5

FUNDED PILOT PROGRAM OPTIONS

Pilot Scope Recommendations

Municipality Population	Pilot Scope	Municipal Investment
< 2,500 Residents	50 Households	\$5,000
2,500 – 10,000 Residents	100 Households	\$10,000
10,000 – 20,000 Residents	200 Households	\$20,000
> 20,000 Residents	250+ Households	\$25,000+

- Plus shipping costs and applicable taxes



PARTNERSHIP BENEFITS

Why pilot with us?

- Opportunity to trial a food waste diversion solution at a **cost well below market prices**
- Immediate impact of reduced residential waste volumes thus **increasing diversion rates**
- **Reduced costs** associated with waste management (collection, transfer, disposal, and landfill operations)
- The **reduction of greenhouse gas (GHG)** emissions from transportation and decomposition of food waste in landfills
- Extend the **life of your landfill(s)**
- Opportunity to support **Canadian innovation** and clean tech
- Opportunity to provide **residents** with an innovative solution that reduces waste and fights climate change, at an affordable price
- Obtaining **data** that could be used to develop a **future organic waste diversion program**

Next Steps:

- Receive presentation as information.
- If interested in partnering, refer to Staff for a recommendation to Council.



THANK YOU! ANY QUESTIONS?

Jacob Hanlon

Municipal Program Coordinator

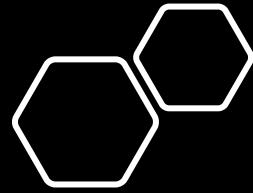
Email: jacobh@foodcycler.com

Phone: 613-316-4094

The Municipal Solutions Team

municipal@foodcycler.com

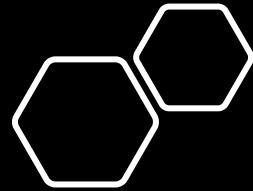




Presentation General Council

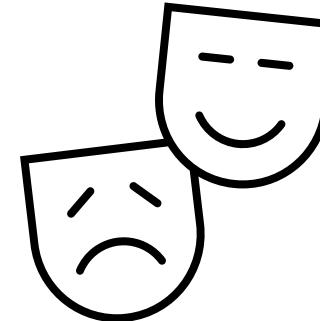
September 19, 2023





Mission & Impact

- Community
- Culture
- Care



Brockville Theatre Guild
EST 1938

Theatre & Theatrical Arts
in all its forms



Brockville Operatic Society
EST 1952

Perform concerts, musicals
and other musical endeavours

Benefits of Theatrical Arts

- Promotes inclusivity & sense of belonging
- Develops project management skills and individual skills (e.g. carpentry, seamstress)
- Enhances Confidence & Self-Discipline



- 100's of volunteers in the last decade alone, almost a **1000** over the last **90 years**
- Impacts residents in the city and surrounding area

BROCKVILLE CIVIC AUDITORIUM

- 1858 Built as a Town Hall and Fire Engine House.
Became the Opera House.
- 1911 'New Theatre' rebuilt by Brockville Opera House Company.
1,250 seating capacity, two balconies and third largest stage in Canada. Last show "The Dumbells" in 1929.
- 1937 Fire destroyed the Auditorium.
- 1939 Rebuilt and opened as Regent Motion Picture House, operated into 1958.
- 1959 Brockville citizens decided by referendum to refurbish building for use once again as a live theatre.
- 1960 Civic Auditorium opened with "No, No Nannette" by Brockville Operatic Society.
The Brockville Civic Auditorium Board under the Provincial Community Centres Act operates the Auditorium on a COMPLETELY SELF SUSTAINING BASIS.

COMMUNITY USE

From September through to June, by Service Clubs, Concert Associations, Charitable Organizations, Operatic Society, different Ballet Companies, Theatre Guilds etc. Over fifty major functions, plus fashion shows, business meetings, and special films every Wednesday evening and Saturday afternoon for children.

SERVING BROCKVILLE AND THE SURROUNDING COMMUNITIES.
With over 35,000 people attending during the year.

Throughout the last ten years the Board has managed to pay its way and cover ordinary maintenance.

NOW

WE ARE FACED WITH OUR FIRST MAJOR CAPITAL EXPENDITURE

1. THE SEATS, WHICH ARE FORTY YEARS OLD, MUST BE REPLACED.
2. AN ADDITION IS VITALLY NECESSARY TO THE EAST SIDE OF THE BUILDING TO PROVIDE FOYER, BOX OFFICE AND LOUNGE.
3. ADDITIONAL CLOAKROOM AND WASHROOM FACILITIES.
4. AIR CONDITIONING TO ENABLE THE AUDITORIUM TO OPERATE DURING THE SUMMER MONTHS.

THIS MEANS A MAJOR CAPITAL FUNDS APPEAL

THE FIRST IN THE HISTORY OF THE CIVIC AUDITORIUM.

DO YOU AGREE WITH THIS URGENT NEED TO MAINTAIN AND IMPROVE THIS COMMUNITY CENTRE?

YES

NO

- Volunteers partnering with the city:

- 1960 – Buy and renovate auditorium
- 1980s - MusiTheatre built
- 2000s – Renovations to lobby

- We can help again!

History of Volunteerism

- Committed to the Arts Centre

THE THEATRE GUILD of BROCKVILLE

THE COLLEGIATE AUDITORIUM

Tuesday Evening, April 2nd, 1935

FANTASTIC FLIGHT

A Drama by Sidney Box.
Presented by the Ottawa Drama League.

CAST

Reporter	Bruce MacCallum
News Editor	Horace French
Noah Boomer	Dick MacLennan
Hoppy Thompson	Mary Laidlaw
Heatherfield	Michael Meiklejohn
Stella	Sylvia Smellie
Scene—Oxbridge University in England and the office of Noah Boomer	in the Boomer Works.	
Time—The play opens in 1934 and ends in 1950.		
Producer—TOM PALMER.		

SMOKE SCREENS

A Comedy by Harold Brighouse.
Presented by the Cobourg Dramatic Club.

CAST

Primrose Aston	Mary Cooley
Susan Merridew, her aunt	Lillian Richards
Lucy Aston, her mother	Agnes James
Clarice, her friend	Marion Gale
Scene—Mrs. Aston's sitting-room in a Kensington Flat.		
Time—The present.		
Producer—Margery Pewtress.		

RIZZIO'S BOOTS

An Historical Impertinence by Hal. D. Stewart.
Presented by the Ottawa Drama League.

CAST

Mary Stuart, Queen of Scots	Jocelyn Chapman
Henry Stewart, Lord Darnley	Kenneth Castle
David Rizzio	Paul Lamoureux
John Knox	Kendall McNeil
Marie	Madeleine Charlebois
Scene—Mary Stuart's apartments in Holyrood House.		
Producer—DOROTHY WHITE.		
Costumes designed by Jocelyn Chapman.		

The above plays are produced by arrangement with Samuel French (Canada) Ltd.

The Theatre Guild desires to thank the Canadian Department Stores, Ltd., and the Bell Telephone Company for stage furnishings and properties.



Importance of MusiTheatre

Rehearsing

- *Purpose built (at the time) and houses the shop, the keep and the rehearsal space*
- *As many as three productions at a time*

Meetings & Gatherings

- *Meetings (e.g. Annual General)*
- *Used for planning & social gatherings of volunteers*

Overflow

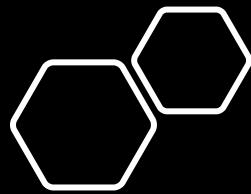
- *Doubles the back-stage and dressing room areas for large productions & events like dance competitions and for telethons*

Operations

Reach & Impact

- ***More than 10k audience in the last 5 years***
- ***More than 250 volunteers on stage & behind scenes***
- ***More than \$7,500 donated to students (bursaries & awards)***
- ***Workshops & Readings: costs absorbed, hundreds of participants***

<i>Sample from 17 shows (2018)</i>	Sales	Costs, Facilities, Overhead	Net to BTG/BOS
Diary of Anne Frank (1,324 seats)	\$19,688	\$8,584 + \$6,575 + \$4,751	\$6,352
A Christmas Story (1,730 seats)	\$33,742	\$14,637 + \$10,467 + 10,403	\$8,700
Sex Please We're 60 (502 seats)	\$15,158	\$3,666 + \$4,351 + \$3,355	\$8,136
Nunsense (794 seats)	\$8,400	\$4,640 + \$673 + \$592	\$3,167
Little Shop of Horrors (1,511 seats)	\$35,320	\$22,618 + \$5,379 + \$8,038	\$ (715.05)
Heroes and Villains (790 seats)	\$23,544	\$13,837 + \$6,262 + \$6,488	\$3,219



MusiTheatre Agreement

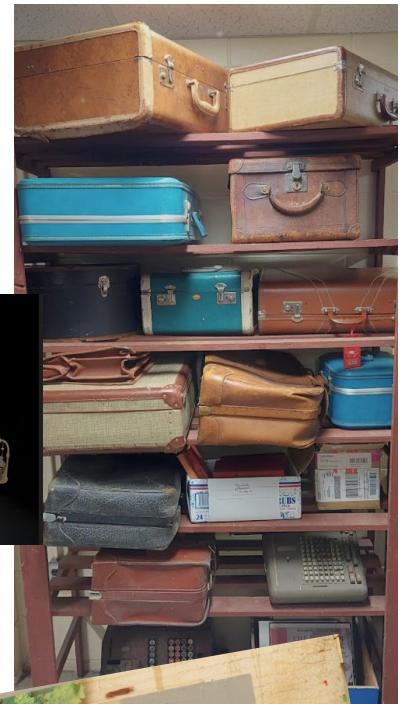
- Largest single line item on annual budgets
- Need some certainty for planning (Strategic Plan)

Old agreement

- *Needed updating to reflect modern operations*
- *Included language limiting use*
- *Some adjustments needed (e.g. keys & codes, janitorial)*

New agreement

- *Less limiting and now full year access*
- *Reduce janitorial burden*
- *More than CPI to adjust for inflation*



The result of discussions

Includes increases through to end of term of the agreement

- Effectively reaching \$4/square foot in life of the term

Groups take on janitorial & some administration

- Slight reduction in costs to city

Balance of access

- BAC can monetize for high priority events (e.g. dance) and continue to monetize when empty
- Groups can use more freely throughout the year

- Reduces the subsidy gap and attempts to keep it steady
- City continues being responsible for utilities & facility infrastructure
- BAC continues to lend/lease the space to other groups on occasion with notice as being done now.

Thank you for
your
consideration!



BOS Production of Peter Pan Feb 2019

For questions contact - Chris Griffiths
brockvilletheatreguild@hotmail.com
and Jeanette Johnston
jeanette@brockvilleoperaticsociety.org



Staff Report

Report To:	General Committee
Meeting Date:	September 19, 2023
Prepared By:	Robert Nolan, Director of Economic and Development Services
Report Number:	2023-164
Subject:	Easement Agreement Wills Transfer Limited to cross Municipal Lands 2210 Parkedale Ave

Recommendation

THAT Council authorize the Mayor and Clerk to execute an easement agreement with Wills Transfer Limited, for an easement over PIN 44178-0167, further described as Part of Lot 10, Concession 2, formerly in the Township of Elizabethtown Kitley, as in LR45502 except LR46365, except PT 1 28R13553; S/T 38E9314, LR106581; now in the City of Brockville.

Background

On July 31, 2023, the City received a request from Wills Transfer Limited to grant an easement on City land for the construction of a new water main to their property at 2210 Parkedale Ave (see Attachment 1). Wills are upgrading their existing sprinkler system and require a new connection to the City's water main on California Avenue which must cross City owned lands. Wills are requesting a 3 meter wide by 100 meter long easement across City lands at the corner of Parkedale Avenue and California Avenue. Wills have been working with the City's Engineering & Infrastructure Department to identify the best location for this water main connection with California Drive identified so that the required flows could be met.

Analysis

The lands on which the easement is requested are the City's reservoir. Engineering & Infrastructure have reviewed drawings of the proposed connection and will require the addition of a valve at the property line where it crosses from city property to private property. Engineering & Infrastructure have also noted that the ownership of the service will remain with Wills and as a result an easement across city property is required.

After review, the Engineering & Infrastructure and Planning Departments have no concerns with the proposed easement. The location is across the City's reservoir but is in a location that does not affect current or future operations of the reservoir.

Financial Implications

All financial requirement with the execution of the easement agreement as well as the preparation of an as built plan (to be provided to the City of Brockville upon completion), deed and registration of the agreement, remains the responsibility of Wills Transfer Limited.

Policy Alignment

All applicable policies, regulations and municipal standards will be upheld should council accept the requested easement.

Conclusion

Based on the request and review it is reasonable to accept the proposed easement. The location of the water main does not affect current operation of the reservoir or the City of Brockville long range plans and will provide Wills Transportation with additional capacity to upgrades their sprinkler system.

Approved by:	Status:
Robert Nolan, Director of Economic and Development Services	Approved - 07 Sep 2023
Peter Raabe, Director of Engineering & Infrastructure Services	Approved - 11 Sep 2023
Sandra MacDonald, City Manager/City Clerk	Approved - 14 Sep 2023

Attachments:

[Appendix 1](#)



Innovative logistics solutions—
contributing to our customers' success

Attn: City of Brockville Planning

Re: Request for an Easement for Watermain extension 2210 Parkdale Ave.

Fr: Chris Prinsep, Wills Transfer, General Manager, Brockville

Wills Transfer at 2210 Parkdale Ave. Requires an upgrade to the existing sprinkler system. To facilitate this upgrade a new water main is required. In working with City Engineering the best location for this water main connection along California Ave, near the corner of Parkdale Ave. This water main would need to cross the City of Brockville property.

Wills transfer is requesting permission for approximately a 3 meter wide by 100 m long easement for the water main. If counsel would give us permission for the Easement Wills Transfer would begin the detailed work on the official documents working with the necessary city departments.

A 3-meter-wide by 100 meters long, easement request



Chris Prinsep
General Manager, Brockville
Wills Transfer Limited
(w) 613-345-1307 Ext. 234
(c) 613-302-5489



Staff Report

Report To: General Committee
Meeting Date: September 19, 2023
Prepared By: Mike Johnston, Theatre Technician
Report Number: 2023-174
Subject: River of Lights Tree Wrap & Controller Infrastructure installation

Recommendation

THAT Council approve the results of RFQ 230091 for River of Lights Tree Wrap & Controller Infrastructure installation.

Background

The River of Lights Festival is an annual event hosted by the City and an important attraction for local businesses and tourism. The scope of this project includes the installation of the iconic display at Block House Island. The project will require the work of a skilled contractor and the services of a boom truck and operator to install the decorative lighting, cabling and control systems. Once installed, the contractor will test and troubleshoot the show prior to the start of the festival. At the conclusion of the event, the contractor will remove the infrastructure from the site for use the following year.

Analysis

This project was tendered as per the Request for Quotation method under the city's Procurement Policy. The RFQ package included a detailed outline of the work required, and the anticipated number of man hours to execute the project. Five contractors reviewed the bids and following the close of the bidding process, the city received two bids for the work.

Submissions were opened at city hall on Tuesday September 5th, 2023. The following is a summary of the results (including net HST):

1. ACF Electric	\$ 24,345.57
2. IECBL	\$ 32,365.02

Based on the lowest tender submission from ACF Electric, the total tender is \$24,345.57 (including net HST 1.76%).

Financial Implications

The River of Lights project was approved by Council in the 2023 Capital Budget at a total cost of \$84,000 (Acct # 01-5-821306-3010).

There are sufficient funds in the budget to accommodate the proposed expenditures.

Policy Alignment

In accordance with the City's Budgetary Control and Procurement Policies, approval from Council is required when less than three bids are received.

Conclusion

It is recommended that Council approve the tender from ACF Electric at a total cost of \$ 24,345.57, including Net HST (1.76%) to complete the River of Lights Tree Wrap & Controller Infrastructure installation.

Approved by:

Mike Johnston, Theatre Technician

Status:

Approved - 15 Sep 2023

Lynda Ferguson, Director of Finance & IT Services

Approved - 15 Sep 2023

Sandra MacDonald, City Manager/City Clerk

Approved - 15 Sep 2023



Staff Report

Report To:	General Committee
Meeting Date:	September 19, 2023
Prepared By:	Anne Shropshire, Manager, Cultural Services
Report Number:	2023-157
Subject:	Community Art Submission 12 Water St. E (Dive Brockville)

Recommendation

THAT Council approve the changes to the mural located at 12 Water St. E. (Dive Brockville); and

THAT Council approve the proposed 3D artwork to hang on said mural.

Background

In November 2020 a Public Art Policy (POL.R.20.173) was approved by Council. The policy provides for Council to decide whether to accept any public art proposal.

Staff received an application from the owner of 12 Water St. E. (Dive Brockville) on July 13, 2023 to modify the mural on one side of the building and to erect a large metal 3D piece of art along with a metal name plate to the side of the building.

The owner has purchased the company logo of Lower Lakes Towing that was on the smoke stack of the straight decker, the Ojibway. The applicant requested mounting the logo and name along with a plaque detailing the history of the Ojibway on the west facing wall of their property. The logo (or 3D piece of art) is seven and a half (7.5) feet in diameter and the nameplate in six (6) feet long. Both are constructed of steel.

Analysis

The application was circulated to staff, DBIA and members of the Indigenous Community for comment.

Comment received from staff in the Building Department noted that the 3D art and nameplate are subject to the requirements of Div. B.3.15 of the Ontario Building Code and a sign/building permit will be required prior to installation. The sign/building permit is to ensure the sign will be adequately supported by the building/connections and will not have an adverse effect on the building.

Comment received from the DBIA indicated there were no objections if the submission conforms to the current by-laws and policies.

Because of the subject matter of the 3D artwork, staff reached out to members of the Indigenous community. Members of the Mohawk Nation at Akwesasne were contacted for comment. Comment received from one member was no objection to the design. Another comment received suggested it was best to contact someone from the specific nation (Ojibway). Staff reached out to a member of the Ojibway Nation, but no comment has been received. Staff recommend that if comment is received at a later date, the application be brought back to council for reconsideration.

Staff from Planning and Cultural Services met with the building owner and artist on August 17, 2023 to discuss the application and share comment from the Building Department and discuss next steps.

The application conforms to the current sign by-law Section 5.19 Murals - General Provisions and Section 7.10 - Provisions for Murals Downtown Core Area:

PROVISIONS FOR MURALS - DOWNTOWN CORE AREA

	CHARACTERISTIC	REQUIREMENT	OTHER
a)	Application	Applied directly to the wall/ fascia.	No limitation on media or application technique.
b)	Shape	No limitation.	Shape reflective of business type acceptable.
c)	Size / Sign Area	No limitation.	
d)	Text/Content	7.3 g)	
e)	Graphics	"Heritage Theme" only.	
f)	Lettering/Font	Professional quality. Clearly legible.	Consistent with "Heritage Theme".
g)	Advertising Content	Limited to a maximum of one percent (1%) direct advertising of an existing company / organization.	Related information is permitted (i.e. Owner / Operator, date of establishment, graphics, etc.).

PROVISIONS FOR MURALS - DOWNTOWN CORE AREA

h)	Number	One per building face.	
i)	Location	No limitation.	Strongly recommended to incorporate existing openings, architectural details, etc. Clear of openings.

The application is evaluated based on priorities outlined in the Public Art Policy:

- Culturally significant
- Enhances character of place
- Consistent with other built and natural elements
- Conserve and enhance the historical and cultural heritage of the city
- Encourages beautification, improvement and/or redevelopment of the city
- Revitalizes underused land in the city

Applications are also evaluated based on themes identified in the Official Plan for Public Art:

- Local history
- Civic pride
- Creativity
- Business
- Technology

The Art Policy does not outline a minimum number of priorities to be met or provide specific definitions or expectations of the priorities/themes.

Financial Implications

No financial implications to the City as the mural and artwork is on private property and will be the responsibility of the owner to install and maintain.

Policy Alignment

Sign By-law No. 84-98
Public Art Policy POL.R.20.173

Conclusion

As the application conforms to the current Sign By-law (84-98) as well as the current Public Art Policy (POL.R.20.173), staff recommend Council approve the modifications to the mural and installation of 3D artwork and nameplate to 12 Water St. based on the owner acquiring a building/sign permit.

Approved by:

Anne Shropshire, Manager, Cultural Services

Status:

Approved - 11 Sep 2023

Sandra MacDonald, City Manager/City Clerk

Approved - 14 Sep 2023

Attachments:

[Art submission_Dive Brockville](#)



INTERNAL USE – Application No.

Date received:

COMMUNITY ART SUBMISSION FORM - NON-PERMANENT PROJECTS

All applications are reviewed at the beginning the month. Please allow a minimum of three (3) months prior to the commencement of the project.

Address & Contact Information

Applicant First name [REDACTED]	Applicant Last name [REDACTED]
Contact Name (if different from above)	
Company/Organization Dive Brockville Adventure Centre	
Address (street number, name) 12 Water Street East	
City Brockville	Postal Code K6V 1A1
Email [REDACTED]	Phone [REDACTED]

Project Summary

Is your proposed project a mural? Yes No *Mural plus piece of art!*
 (If "Yes", the project is subject to the requirements outlined in the sign bylaw and associated fee schedule)

Is your mural to be installed in Downtown Brockville? Yes No
 (If "Yes", further stipulations are identified in the sign bylaw with regards to themes and materials used in the Downtown area)

Provide an overview of the project including rationale/objective/goals. (Max 1,000 words)

I have purchased the Company logo of Lower Lakes Towing that was on the smoke stack of the historic straight decker, the Ojibway. Their whole fleet was named after indigenous tribes from the area as a tribute to our cultural heritage. The Ojibway was a fan favourite and every time she went up and down the river, shipwatchers would be there to wave and take pictures. In April of 2022 she made her last voyage up the river to Marine Recycling in Port Colbourne and was scrapped. I wanted to preserve the memory of the oldest straight decker in service and so purchased the logo as well as the name Ojibway, cut from the stern of the vessel.
 I would like to mount the logo and the name, along with a plaque detailing the history of the Ojibway, on the wall of my shop at 12 Water St East where Dave Sheridan is painting a smoke stack.
 This will be a new tourist attraction in Brockville, as ship watching is growing exponentially. As an example, I started a Facebook Ship Watchers group, called Ship Junkies, in January 2021 and already have almost 36,000 members!)

Provide a description as to how the project meets the criteria as outlined in the Public Arts Policy and themes as outlined in the Official Plan, Downtown & Waterfront Master Plan and Urban Strategy (see Appendix A for a list of criteria and themes.) Putting this logo and name up on display is culturally representing not only our marine heritage but our indigenous community. The shop is already a place that tourists love to take a photo and this will be a place of meaning for ship watchers, in addition to representing our indigenous heritage. The new artwork is going to be a great addition to the existing mural already on our shop walls which Dave Sheridan is sprucing up with some fresh paint as after 18 years, it is beginning to fade. Brockville is known for its historical heritage and this piece of art, will speak to everyone that visits it, on several levels.

Please attach drawings with measurements

Installation

Proposed location (Number, street name) 12 Water Street East			
Description of installation site (e.g. fence, north side wall of building, etc.): West facing wall on the North end			
Is the proposed project located on public or private property? <input type="radio"/> Public <input checked="" type="radio"/> Private			
If on private property, written permission from the property owner is required.			
Permission letter attached <input type="radio"/> Yes <input checked="" type="radio"/> No			
Provide an overview of the project timeline	Fabrication date(s) YYYY/MM/DD	Installation date(s) YYYY/MM/DD	Removal date(s) YYYY/MM/DD
Summer 2023	2023/07/13	2023/08/15	Permanant
Provide a description of the material to be used, structural considerations and installation method and hardware to be used The logo is 7.5' diameter and the Ojibway nameplate is 6' long. Both are made of steel. I am currently sourcing a company that will be able to safely mount these with bolts onto the wall (if the city has any recommendations, please let me know)			
Do you require assistance from City staff for any part of this project? <input type="radio"/> Yes <input checked="" type="radio"/> No			
Describe what City resources you anticipate will be required (installation, removal, etc.)			

Provide a maintenance plan including a description of maintenance requirements and associated costs
Not anticipating any maintenance requirements except for touch up painting every 18 years, or as required

Please attach an Artist's statement and bio (if applicable)

Insurance

Insurance will be required for any project located on public property. Information below is to provide a guideline of what may be required. Once the application is reviewed and risk assessed, we will provide information on exact coverage that will be required.

INSURANCE

Insurance, naming the Corporation of the City of Brockville as an additional insured, is required for *all installations*. Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5 million per occurrence / \$5 million annual aggregate for any negligent acts or omissions relating to their activities/ event.

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

Such insurance shall add the Corporation of the City of Brockville as Additional Insured subject to a waiver of subrogation with respect to the operations of the artist(s) and/or installation contractor. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the City.

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

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

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

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

INDEMNIFICATION

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

Contact Information

All inquiries can be directed to:

Anne Shropshire, Manager of Cultural Services
613-342-8772 x. 4484
ashropshire@brockville.com

Checklist

Please ensure all items are complete and application signed prior to submission. Incomplete applications will not be considered.

- Completed and signed application
- Written permission from property owner (if applicable)
- Conceptual drawings showing measurements of proposed project
- Photo of the existing site for the proposed project
- Written permission from owner (if proposed project is on private property) *I am the owner!*
- Artist statement and bio (if applicable)
- Supplemental information (if applicable)

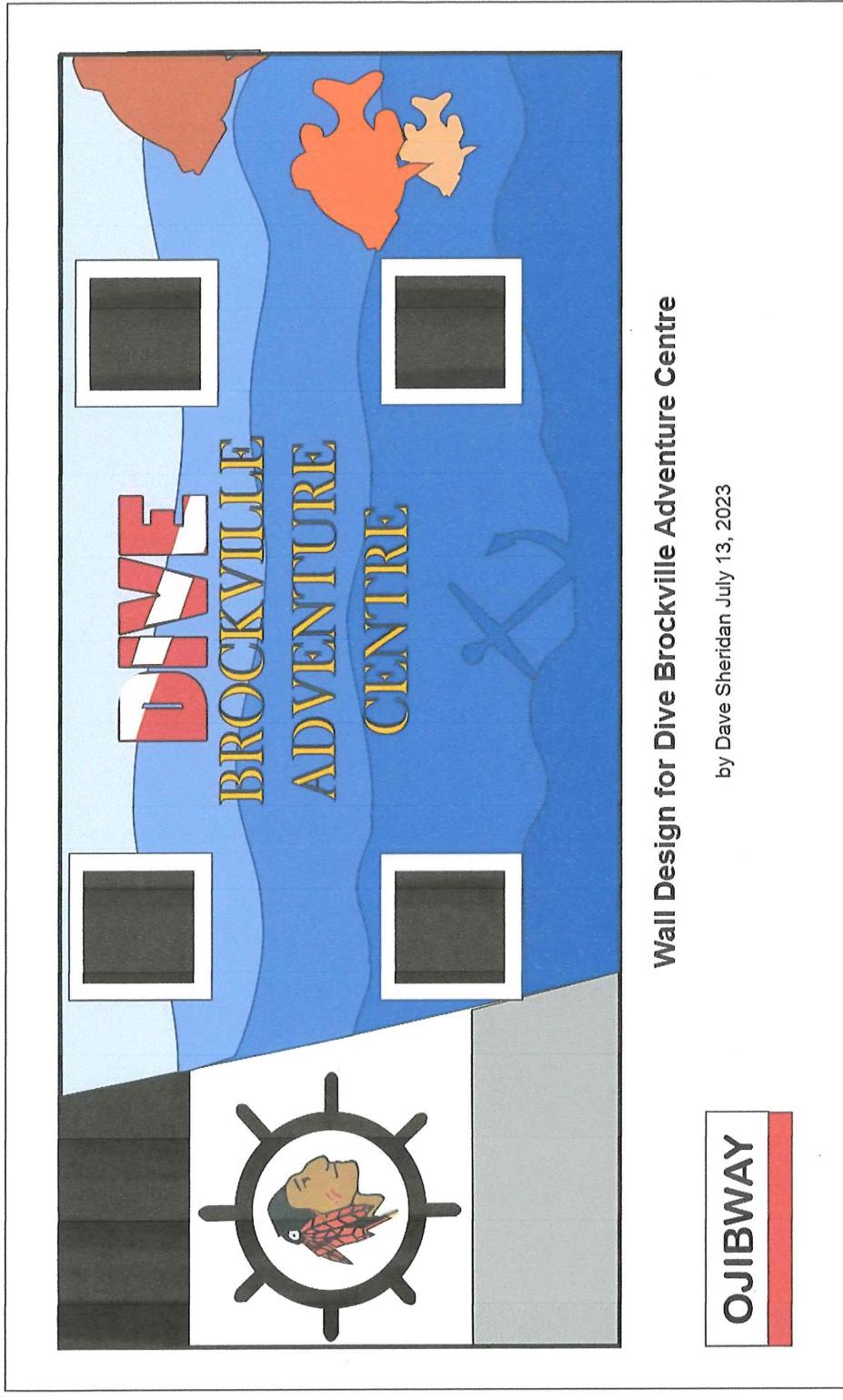
Signature

- I confirm that I have read and understand all responsibilities as outlined in the Public Art Policy
- I confirm all information provided is accurate and complete.



Applicant/Agent Signature

July 13/23
Date



Wall Design for Dive Brockville Adventure Centre

by Dave Sheridan July 13, 2023









Staff Report

Report To:	General Committee
Meeting Date:	September 19, 2023
Prepared By:	Lynda Ferguson, Director of Finance & IT Services Emily Wood, Procurement Contracting & Risk Management
Report Number:	2023-166
Subject:	Procurement Policy Update

Recommendation

THAT Report 2023-166 Procurement Policy Update be received; and

THAT Policy POL.F.20.139 Procurement Policy be updated accordingly.

Background

In February 2020, Council approved Policy POL.F.20.139, a procurement policy for the Corporation of the City of Brockville to purchase all goods and services and/or construction on behalf of the City by any of the Corporation's legally constituted boards, agencies, commissions, and committees. This Policy replaced by-law 029-2019.

Though POL.F.20.139 better explained, clarified, or eliminated redundant methods and definitions, it has now become somewhat restrictive in the functional approval levels within the City departments with the recent increases in inflation. It also requires a significant number of reports to be generated by staff for information to Council.

The proposed revisions to the Procurement Policy serve to streamline department operations and readjust the value at which reports are submitted to Council.

Analysis

Several changes are proposed in this revision.

The most significant 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	Up to \$5,000	Supervisor	Manager

Minimum 3 quotes Required	Up to \$10,000	Staff	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 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 strengthens 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

Status:

Approved - 11 Sep 2023

Sandra MacDonald, City Manager/City Clerk

Approved - 14 Sep 2023

Attachments:

[Procurement Policy Sept 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

Table of Contents

Policy Statement	3
Purpose, Goals and Objectives	3
Application.....	4
Definitions	4
Procedures	9
1. Authorities and Responsibilities.....	9
1.1 Responsibilities Staff, Council, Committees of Council	9
1.2 City Manager.....	10
1.3 Director of Finance / Treasurer.....	10
1.4 City Staff.....	11
2. Methods of Procurement and Thresholds.....	11
3. Exemptions from Procurement Processes	15
3.1 Unforeseeable Emergency.....	15
3.2 Cooperative Purchasing	17
4. Vendor Relationships	18
4.1 Contractor Performance	18
4.2 Contractor Integrity	18
4.3 Debriefing.....	19
4.4 Local Preference	19
4.5 Exclusion of Bidders	19

POL.F.20.139
Procurement

Page 2 of 31

4.6 Litigation, Probation and Suspension	19
5. Ethical Considerations.....	20
5.1 Lobbying Prohibited	21
5.2 Conflict of Interest.....	21
5.3 Access to Information	21
5.4 Cooperation with Other Public Agencies	22
6. Reporting	22
7. Restrictions	23
8. General Applications	24
8.1 Asset Disposal	24
8.2 Tie Bids Received.....	24
8.3 Lowest Bid and/or Highest Bid.....	25
8.4 Bids by Members of Council	25
8.5 Right to Reject Bids	26
8.6 Bid Dispute (Pe-Award and Post-Award)	26
Appendix A – Purchasing Authority	27
Exclusions	27
Appendix B – Goods and Services “Exempt” from Provisions of the Procurement Policy	28
References and Related Policies.....	31
Consequences of Non-Compliance	31
Review Cycle.....	31

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

POL.F.20.139

Procurement

Page 4 of 31

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.

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.

POL.F.20.139

Procurement

Page 6 of 31

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

POL.F.20.139

Procurement

Page 7 of 31

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.

POL.F.20.139

Procurement

Page 9 of 31

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

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

POL.F.20.139
Procurement

Page 13 of 31

	<p>the lowest Bid meeting the requirements specified in the RFQ would be accepted.</p>
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	<p>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>

	<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

POL.F.20.139

Procurement

Page 19 of 31

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

POL.F.20.139

Procurement

Page 23 of 31

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.

POL.F.20.139

Procurement

Page 28 of 31

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

POL.F.20.139

Procurement

Page 29 of 31

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

POL.F.20.139

Procurement

Page 30 of 31

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)

POL.F.20.139

Procurement

Page 31 of 31

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:	September 19, 2023
Prepared By:	Lynda Ferguson, Director of Finance & IT Services Emily Wood, Procurement Contracting & Risk Management
Report Number:	2023-167
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

In February 2020, Council approved Policy POL.F.20.181, a new budgetary control policy for the Corporation of the City of Brockville to define the financial control mechanisms for spending, revenue generation and service delivery performed on behalf of the City by any of the Corporation's legally constituted boards, agencies, commissions, and committees, against the approved budgets. This Policy replaced by-law 025-2019.

Though POL.F.20.181 clarified the methods in which expenditures over budget are reported to Council, it required edits to match a more functional process. It also requires a significant number of reports to be generated by staff for information to Council.

The proposed revisions to the Budgetary Control Policy serve to streamline department operations and readjust the value at which reports are submitted to Council.

Analysis

Several changes were made to the Budgetary Control Policy in this revision.

The most significant changes include:

- 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 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:	Status:
Lynda Ferguson, Director of Finance & IT Services	Approved - 11 Sep 2023
Sandra MacDonald, City Manager/City Clerk	Approved - 14 Sep 2023

Attachments:

[Budgetary Control Policy Sept 2023](#)



POL.F.20.181

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:

POL.F.20.

Budgetary Control Policy

Page 2 of 5

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.

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.

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 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

POL.F.20.

Budgetary Control Policy

Page 3 of 5

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.
- b. Only Council has the authority to exceed the approved budget.
- c. Budgets are not to be reallocated to compensate for existing over-expenditures.

POL.F.20.

Budgetary Control Policy

Page 4 of 5

- 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.

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:
 - 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.**

POL.F.20.

Budgetary Control Policy

Page 5 of 5

- 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:	September 19, 2023
Prepared By:	Lynda Ferguson, Director of Finance & IT Services
Report Number:	2023-168
Subject:	2023 August Variance

Recommendation

THAT Council receives report SR2023-168, 2023 August Variance for information.

Background

The City's Budgetary Control policy adopted in February 2020 requires that staff report variances for the periods ending April, June, September, November and December.

Staff continue to work on improving internal processes to enhance the value, relevance, and oversight that variance reporting provides. This will be an ongoing process with the goal of providing council with accurate forecasts backed by the best available information.

Analysis

This report represents the analyses of the operating budgets – City Departments, Water, and Wastewater as well as some Community Partners. Details of each variance are provided for information purposes on the attachment to this report.

City departments have reviewed their respective financial information to August 15, 2023, and are projecting operating results for the year ended December 31st, 2023. Although these variances have been prepared based on the best information available, it can be expected that these variances might change as additional financial information is made available.

City Departments

City departments are currently projecting a deficit of \$241,309 which is lower than the June variance of \$333,851 by \$95,542. As the year progresses and as additional information becomes available, the projections will change accordingly.

The notable differences in the change in deficit are:

- Surplus - Human Resources - no fire arbitrations scheduled for 2023 - \$25,000
- Surplus - IT Services - Staff vacancy - \$20,000

- Deficit - BAC - lower revenues - \$20,000
- Less deficit - Operations - transient docking - \$20,000
- Larger surplus - Operations - snow removal - \$74,000 due to further analysis.
- Lower surplus - Operations - Sidewalk winter maintenance - \$22,000 due to further analysis

Water & Wastewater Budgets

The Water department is projecting a \$264,821 surplus which is an increase of \$80,015 from the previous projected surplus of \$184,806. The difference is mainly attributed to a projected surplus of \$122,307 on water billings.

The Wastewater department is projecting a \$229,596 deficit which is an increase of \$183,779 from the previous deficit of \$45,817. The difference is mainly attributed to a projected deficit of \$186,011 on wastewater billings.

Capital Budgets

At this time there are no notable variances within the capital budgets that have not previously been approved by Council.

Community Partners

At this time there is a net surplus of \$34,000 for the community partners. This is attributed to:

- Police Services Board deficit of \$110,000
- Joint Services Committee surplus of \$144,000

Financial Implications

The net deficit for the tax levy is \$207,309 (City department deficit less the community partner net surplus \$241,309 - \$34,000). Any net surplus or deficit on the tax levy flows to the Fiscal Policy Reserve.

Water and wastewater surplus and deficits are funded through water and wastewater reserves respectively.

Policy Alignment

The City's Budgetary Control policy adopted in February 2020 requires that staff report variances for the periods ending April, June, September, November and December.

Conclusion

This variance report is being provided to Council for information and states the City's financial position as of August 15, 2023 projected to the end of the year.

Approved by:

Lynda Ferguson, Director of Finance & IT
Services

Sandra MacDonald, City Manager/City Clerk

Status:

Approved - 13 Sep 2023

Approved - 14 Sep 2023

Attachments:

[City Department Variance August 2023](#)

[Water Variance August 2023](#)

[Wastewater Variance August 2023](#)

[Joint Services Variance August 2023](#)



**City of Brockville
Operations Variance
as at August 15, 2023**

	Budget Amount	Projected Surplus /	Projected YE Balance
Cemetery			
Cemetery	198,178.00	(26,873.03)	225,051.03
Cemetery Total	198,178.00	(26,873.03)	225,051.03
Corporate Administration			
City Manager	563,792.00	0.00	563,792.00
Clerk	215,577.00	4,354.85	211,222.15
Council	182,446.00	0.00	182,446.00
Finance	869,947.00	0.00	869,947.00
Human Resources	551,875.00	25,646.91	526,228.09
Information Services	588,155.00	52,000.00	536,155.00
Mayor	67,752.00	0.00	67,752.00
Corporate Administration Total	3,039,544.00	82,001.76	2,957,542.24
Cultural Services			
Brockville Arts Centre	184,990.00	(43,504.34)	228,494.34
Cultural Services	173,013.00	0.00	173,013.00
Museum	364,998.00	(9,030.00)	374,028.00
Cultural Services Total	723,001.00	(52,534.34)	775,535.34
Debt Charges			
Airport	0.00	0.00	0.00
Debt Charges	2,265,833.00	0.00	2,265,833.00
Debt Charges Total	2,265,833.00	0.00	2,265,833.00
Economic & Development Services			
Building	(135,628.00)	0.00	(135,628.00)
Bylaw	192,238.00	0.00	192,238.00
Committee of Adjustment	256.00	0.00	256.00
Economic Development	562,749.00	0.00	562,749.00
Heritage Brockville	15,601.00	0.00	15,601.00
Planning	372,321.00	0.00	372,321.00
Economic & Development Services Total	1,007,537.00	0.00	1,007,537.00
Engineering & Infrastructure			
Administration	34,713.00	(96.48)	34,809.48
Design	232,115.00	2,238.50	229,876.50
Field Services	9,547.00	3,498.00	6,049.00
Garbage - Landfill	121,642.00	(341.20)	121,983.20
GIS	155,595.00	581.64	155,013.36
Waste Collection/Disposal	1,594,446.00	(816.51)	1,595,262.51
Waste Diversion	180,784.00	379.30	180,404.70
Waste Management - Recycling	651,007.00	(2,051.37)	653,058.37
Engineering & Infrastructure Total	2,979,849.00	3,391.88	2,976,457.12
Fire Department			
Fire Administration	614,952.00	221.00	614,731.00
Fire Communications	253,215.00	350.00	252,865.00
Fire Fighting	4,750,712.00	(170,000.00)	4,920,712.00
Fire Prevention	348,668.00	(2,500.00)	351,168.00
Fire Department Total	5,967,547.00	(171,929.00)	6,139,476.00
Operations & Public Works			
Airport	95,536.00	(17,057.00)	112,593.00
Building Maintenance	3,501.00	(4,254.40)	7,755.40
Conventional Transit	571,737.00	(20,300.00)	592,037.00
Crossing Guards	249,696.00	0.00	249,696.00
Facilities Administration	131,914.00	0.00	131,914.00
Field Services	275.00	0.00	275.00
Fleet Maintenance	296,870.00	(16,600.00)	313,470.00

	Budget Amount	Projected Surplus /	Projected YE Balance
Garage Operating	973,315.00	(20,496.82)	993,811.82
Inventory Control and Management	6,750.00	(1,000.00)	7,750.00
Operations Administration	246,205.00	(750.00)	246,955.00
Para-Transit	414,363.00	(1,800.00)	416,163.00
PVI	27,026.00	0.00	27,026.00
PW - Standby	36,329.00	0.00	36,329.00
Resource Centre	92,563.00	360.00	92,203.00
Roadside Maintenance	191,795.00	(27,230.39)	219,025.39
Roadway Maintenance	83,734.00	0.00	83,734.00
Stormwater Maintenance	254,521.00	(14,950.00)	269,471.00
Street Lighting	241,085.00	0.00	241,085.00
Supervisory Administration	449,375.00	(750.00)	450,125.00
Traffic Control	63,720.00	(575.00)	64,295.00
Traffic Maintenance	137,845.00	(600.00)	138,445.00
Victoria Building Maintenance	0.00	8,500.00	(8,500.00)
Winter Maintenance - Roads	930,313.00	153,850.00	776,463.00
Winter Maintenance - Sidewalks	440,021.00	0.00	440,021.00
Operations & Public Works Total	5,938,489.00	36,346.39	5,902,142.61
Parking			
Parking	(19,738.00)	2,862.07	(22,600.07)
Parking Total	(19,738.00)	2,862.07	(22,600.07)
Parks & Recreation			
Aquatics	32,000.00	224.47	31,775.53
Athletic Fields	15,257.00	(2,185.04)	17,442.04
Community Parks Operating	90,516.00	0.00	90,516.00
Community Rinks	150,469.00	0.00	150,469.00
Garage Maintenance	307,316.00	(2,903.86)	310,219.86
Green House	15,750.00	317.71	15,432.29
Islands	81,334.00	0.00	81,334.00
Leisure Programs	2,300.00	(1,000.00)	3,300.00
Memorial Centre	481,969.00	(8,500.00)	490,469.00
Parks Administration	134,770.00	(430.38)	135,200.38
Priority Parks	332,601.00	(12,332.50)	344,933.50
Railway Tunnel	38,500.00	(2,000.00)	40,500.00
Recreational Programs	13,825.00	0.00	13,825.00
St. Lawrence Park	47,334.00	5,358.10	41,975.90
Supervisory - Administration	266,527.00	0.00	266,527.00
Trees	194,299.00	46,252.73	148,046.27
Tunnel Bay	(3,995.00)	(51,956.12)	47,961.12
Youth Arena	180,129.00	(2,500.00)	182,629.00
Parks & Recreation Total	2,380,901.00	(31,654.89)	2,412,555.89
Taxation & Fiscal Management			
Contributions to Reserve Funds	70,000.00	0.00	70,000.00
Money Management	(289,319.00)	(22,861.46)	(266,457.54)
Municipal Property Assessment Corp	257,357.00	0.00	257,357.00
Municipal Tax	(302,653.00)	(60,058.74)	(242,594.26)
Ontario Municipal Partnership Fund	(1,310,400.00)	0.00	(1,310,400.00)
Recoveries & Adjustments	55,345.00	0.24	55,344.76
Solar Revenue	(164,863.00)	0.00	(164,863.00)
Taxation & Fiscal Management Total	(1,684,533.00)	(82,919.96)	(1,601,613.04)
Tourism			
Tourism	299,108.00	0.00	299,108.00
Tourism Total	299,108.00	0.00	299,108.00
Grand Total	23,095,716.00	(241,309.12)	23,337,025.12



**City of Brockville
Water Variance Report
as at August 15, 2023**

	Budget Amount	Projected Surplus /	Projected YE Balance
ADMINISTRATION	109,386.00	0.00	109,386.00
DEBT CHARGES	48,492.00	0.00	48,492.00
ELIZABETHTOWN	0.00	0.00	0.00
ENGINEERING	163,858.00	0.00	163,858.00
FINANCE - WATER	(2,913,654.00)	122,307.09	(3,035,961.09)
FLEET	0.00	(935.51)	935.51
WATER DISTRIBUTION MAINTENANCE	1,187,280.00	65,000.00	1,122,280.00
WATER TREATMENT	1,404,638.00	78,450.00	1,326,188.00
Grand Total	0.00	264,821.58	(264,821.58)



**City of Brockville
Wastewater Variance Report
as at August 15, 2023**

	Budget Amount	Projected Surplus /	Projected YE Balance
ADMINISTRATION	97,233.00	0.00	97,233.00
DEBT CHARGES	567,048.00	0.00	567,048.00
ENGINEERING	186,748.00	(285.38)	187,033.38
FINANCE - WASTEWATER	(4,326,376.00)	(186,011.14)	(4,140,364.87)
WASTEWATER COLLECTION	307,335.00	(5,500.00)	312,835.00
WATER POLLUTION CONTROL	3,168,012.00	(37,800.00)	3,205,812.00
Grand Total	0.00	(229,596.52)	229,596.52



**City of Brockville
Community Partners Variance Report
as at August 15, 2023**

Community Partner	Budget Amount	Projected Surplus / Deficit		Projected YE Balance
		Surplus	Deficit	
Aquatarium	301,806.00	0.00	0.00	301,806.00
Cataraqui Region Conservation Authority	223,147.00	0.00	0.00	223,147.00
Debt Charges	0.00	0.00	0.00	0.00
Intermunicipal Transit	0.00	0.00	0.00	0.00
Joint Services	3,865,438.00	144,000.00	0.00	3,721,438.00
Library	890,000.00	0.00	0.00	890,000.00
Long Term Care	1,646,496.00	0.00	0.00	1,646,496.00
Police	9,405,079.00	(110,000.00)	0.00	9,515,079.00
Public Health Grants	450,476.00	0.00	0.00	450,476.00
School Board	0.00	0.00	0.00	0.00
Small Business Enterprise Centre	0.00	0.00	0.00	0.00
YMCA	126,200.00	0.00	0.00	126,200.00
Community Partner Total	16,908,642.00	34,000.00	0.00	16,874,642.00
Grand Total	16,908,642.00	34,000.00	0.00	16,874,642.00



Staff Report

Report To:	General Committee
Meeting Date:	September 19, 2023
Prepared By:	Peter Raabe, Director of Engineering & Infrastructure Services Brandon Goddard, WPCC Supervisor
Report Number:	2023-170
Subject:	Digester Tank #1 Repairs - Water Pollution Control Centre

Recommendation

THAT Council approve the quote from Landmark Municipal Services for the repairs to Digester Tank #1 in the amount of \$439,137 (including net HST); and

THAT Council approve the quote from Garland Canada Inc. for the repairs to the roof of Digester Tank #1 in the amount of \$86,496 (including net HST); and

THAT Council approve the \$525,634 from Wastewater Working Capital Operations Reserve.

Background

In June of 2023, wastewater staff completed the cleanout of Digester #1. This project is completed on a 5-year basis to remove any inorganics that cannot be processed, inspect the integrity of internal components, and most importantly inspect the internal gas membrane.

The tank was inspected by MISCO Mulders Inspection and Avid Protective Products Ltd. The inspection found that the coating below the gas line is in disrepair but the coating above it is in fair condition and could be put back in service.



The gas membrane is a Technical Standards and Safety Authority (TSSA) mandated material that must be installed for the protection of the digester and for safety. The membrane acts as a seal to prevent any gas from leaking into the atmosphere which can cause an explosion. The membrane was last installed in 2007 and has failed due to its age and from the roof leaking.

All WPCC building roofs were inspected by Garland Canada Inc. via an infrared thermographic digester roof inspection in July 2022. The inspection noted the presence of moisture across the entire roof area. This can lead to the moisture eventually coming into contact with the gas membrane inside the tank and causing the membrane to fail.

The recommended course of action is to repair the roof for digester tank #1, and then remove the old gas membrane and replace with new. The WPCC is currently operating on one digester, which is critical to operations and redundancy is paramount.

Analysis

Landmark Municipal Services recently purchased JDCMI Coatings, who previously installed the coatings on the digester for the Brockville WPCC. Landmark has proposed to remove all the existing coating which is to be done on a time and material basis due to the unknown difficulty in removing it. This cost has been estimated at \$128,159 (including net HST).

They have also provided a cost to sandblast all surfaces to be coated, resurface the concrete, and touch up any repairs needed and apply the new coating at a cost of \$310,979 (including net HST) for a total of \$439,138 (including net HST).

Garland Canada Inc. has proposed to install a new modified bitumen with flood and gravel surface, with a leak free warranty of 15 years. The cost for this is \$86,496 (including net HST).

As an alternative, Landmark could spot repair the heavily damaged membrane areas at a cost of around \$27,000 (including net HST) and have the digester put back into service. This would only be a temporary fix with the complete rehabilitation still having to be completed in 2024. There would also be other additional costs to dewater and clean the tank, dispose of the material and pressure test the tank.

Financial Implications

Staff propose that \$525,634 be allocated from the Wastewater Working Capital Operations Reserve to cover the funds to fix the roof and replace the internal liner of digester #1. The balance of this reserve at the end of 2022 was \$2.1 million. A replacement plan of putting these funds back to the reserve could be included with the 2024 budget.

Policy Alignment

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

Conclusion

It is recommended that Council approve the quote from Landmark Municipal Services and Garland Canada Inc. for repairs to digester tank #1 and that \$521,352 be allocated from the Wastewater Working Capital Operations Reserve to cover the deficit.

Approved by:

Peter Raabe, Director of Engineering & Infrastructure Services

Status:

Approved - 14 Sep 2023

Lynda Ferguson, Director of Finance & IT Services

Approved - 14 Sep 2023

Sandra MacDonald, City Manager/City Clerk

Approved - 15 Sep 2023



Staff Report

Report To:	General Committee
Meeting Date:	September 19, 2023
Prepared By:	Peter Raabe, Director of Engineering & Infrastructure Services Brandon Goddard, WPCC Supervisor
Report Number:	2023-171
Subject:	Sewer Connection By-law 46-89

Recommendation

THAT the City's Sewer Connection By-law 46-89 be repealed; and

THAT the draft Sewer Connection By-law (attached) be enacted.

Background

In 1989 the City of Brockville enacted the Sewer Connection By-law to regulate new construction, maintenance, and cleaning of sewer connections from the private residence to the city trunk main. The City's sanitary sewer system consists of a main sewer line located under the streets that are fed by lateral connections from residential/commercial/industrial properties. These lateral connections are referred to as a private sewer connection.

Consistent with the 1989 Sewer Connection By-law, this updated by-law defines what a private sewer connection is, the responsibility for the initial construction, and the responsibility for maintenance, repairs, and cleaning of the private sewer connection. The amended by-law also identifies the responsibility for the cost of clearing blockages.

Since the Sewer Connection By-law was enacted in 1989, there has been a drastic improvement in the durability of materials that are used for sewer connections. Historically, sewer connections have evolved from utilizing materials such as clay pipe, asbestos cement piping, to the present where PVC piping is being used. These older pipe materials were not ideal for a sewer connection but were the standard for the builders at the time of construction. The issue with using porous materials like clay and asbestos cement in a wet environment, is that tree roots and vegetation are attracted to the moisture in the pipe. The porous pipe material is not able to withstand the strength of the root systems which finds its way into the pipes and over time causes failure of the pipe and blockages.

Staff have undertaken a comprehensive review of Sewer Connection By-law 46-89 with the objective of clarifying the baseline standards for the obligation of repairs on the private and City side of these sewer connections. To facilitate work on City property,

while preserving the delivery of City services, the standard criteria for repair on the City side has been clearly defined in the by-law as blockages occurring three times within a three-year period, the standard developed in the 1989 by-Law. Proper nomenclature and additional definitions were included as needed to protect the City from legal claims, specifically infiltration caused by tree roots. The determination of root origin has been removed and the location of the infiltration of the sewer connection will be the sole criteria for ownership of the repair.

Analysis

The following summarizes the amendments to the Sewer Connection By-law as proposed by City staff. Explanatory details are listed immediately following each amended section.

Section 1 – Definitions:

Definitions have been added to applicable standards.

Section 2 –

- Removed the word “policy” and replaced it with the word “by-law”.
- Removed “periodic maintenance” and replaced with “repairs”.
- Changed from the “city main to the main building” to “from the private property to the city sewer main line”.

Section 3 –

- Added ownership of the cleanout fittings and sewer lines.

Section 3(a) – Sewer Connections:

Subsection has been updated to define the homeowner solely owns the sewer connection and the connections within a private structure and on private property, this would include drains and cleanout fittings. Where a house structure, deck, porch, landscaping etc. encroaches onto City property, the pipe is then assumed to be on private property.

Section 3(b) – Construction of Private Sewer Connections:

Subsection has been updated to clarify that the owner is responsible for all costs for the initial construction.

Section 3(c) – Maintenance and Repairs of Private Sewer Connections:

Subsection has been removed and replaced with:

Section 3(c) – Cleaning of Private Sewer Connections

Subsection has been updated to define that the City will provide service to clean private sewer connections provided that:

- proper cleanout facilities are provided,
- the owner authorizes the work,
- the owner agrees to hold the City harmless for any damages,
- And the service will be provided only if an adequate number of staff are available.

Section 3 (d) – Responsibilities and Repairs:

Subsection has been updated to remove reference to City trees, and to identify the issue as being compromised pipe integrity on private property or on City property and the cost of clearing blockages will be determined by where the blockage is located.

The property owner will be responsible for all costs of clearing blockages where it can be established that the cause of the blockage was related to items such as wipes, feminine hygiene products, fats, oils, or grease. A maintenance list will be kept for properties which experience 3 backups in a 3-year period. Properties identified on this list will be provided with an annual cleaning at no cost until the City portion of sewer connection is replaced.

Section 3(e) – Exceptions

Subsection enhances the definition for the City not being responsible for the cost of private contractors, and the owner is responsible for providing any video evidence to verify a blockage was on City property. The City will not be responsible for costs associated with damage to the property due to blockages on private property regardless of cause.

Section 3(f) – Enforcement

Subsection has been added to define who shall be responsible for enforcing the By-law.

Section 3(g) – Payments

Subsection has been updated to remove “City Engineer” and “City Treasurer” and replace with “Director of Engineering & Infrastructure” and the “Director of Finance”.

Financial Implications

City staff provide an updated User Fee schedule to be approved by Council during the annual budget.

Policy Alignment

Council approval is required to repeal and enact a By-law.

Conclusion

Staff have proposed amendments to Sewer Connection By-Law 46-89 to address the expectations of the City to provide cleaning and repairs of the private sewer connection while reducing the liability to the City for damage resulting from a sewer backup. It is recommended that By-law 46-89 be repealed, and a new by-law be enacted.

Approved by:

Peter Raabe, Director of Engineering & Infrastructure Services

Status:

Approved - 14 Sep 2023

Lynda Ferguson, Director of Finance & IT Services

Approved - 15 Sep 2023

Sandra MacDonald, City Manager/City Clerk

Approved - 15 Sep 2023

Attachments:

[Draft Sewer Connection By-law](#)

THE CORPORATION OF THE CITY OF BROCKVILLE

By-Law Number XXX-2023

A By-Law to Establish a Sewer Connection in the City of Brockville
and to Repeal By-law 46-89

WHEREAS the Corporation of the City of Brockville has deemed it expedient to establish a sewer connection By-law in the City of Brockville;

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

1. Definitions

- a) "**City**" means the Corporation of the City of Brockville and includes its employees, servants, and agents;
- b) "**Private Structure**" means anything constructed or built permanently or temporarily which is outfitted with a sewer connection;
- c) "**Property**" means any real property and the buildings or structures it contains;
- d) "**Property Owner**" means the registered owner of the lands and premises or authorized agent in lawful control of the property, structure or occupancy and who permits the operation or maintenance of any business;
- e) "**Main Line**" means the City's sanitary sewer line that collects private sewer connections from property owner(s). The Main Line is the collection point from private sewer connections and conveys sewage to the Water Pollution Control Centre.
- f) "**Maintenance List**" means the method by which sewer connections are prioritized for repair or replacement. Barring critical failures to infrastructure, the list is executed in priority sequence, beginning with the first on the list.

City of Brockville
Sewer Connection By-law XX-2022

Page 2

2. The Corporation of the City of Brockville hereby adopts a sewer connection By-law for the initial construction, repairs, and cleaning of sewer connections from the private sewer connection to the City sewer main line.
3. This By-law is proposed to define the areas of responsibility of the owner and the City for initial construction of the connection, ownership of the cleanout fittings and sewer lines, its maintenance and repair and the cleaning of the connection when required.

(a) Sewer Connections:

The term "private sewer connection" shall mean the complete section of pipe that carries sewage from private buildings to the City owned Main Line. These connections may be located on private property, on streets, easements, or other City owned property. These connections, therefore, are partially on private land and partially on City property, however solely owned by the private property owner. Connections within private structures and on private property, including drains and cleanout fittings are not deemed owned by nor the responsibility of the City.

Where a house structure, deck, porch, landscaping etc. encroach on City property, the property owner assumes responsibility for any repair of the portion of the connection located under such structures.

(b) Construction of Private Sewer Connections:

The property owner is responsible for all costs associated with the initial construction of the entire sewer connection from the City's sewer main line to the private structure. Any construction work on City streets or City property will be carried out by the municipality or its agent or by others where specific authorization to do so has been granted. Fees associated with work conducted on City property will be charged directly to the property owner. Construction of the work located on private property will not be carried out by the City.

(c) Cleaning of Private Sewer Connections:

The City to the best of its ability, will provide service to clean private sewer connections at the owner's cost provided that:

- i. Adequate and proper cleanout facilities are provided within the building or elsewhere on the owner's lands, accessible to permit cleaning of the pipe with the City's equipment.
- ii. The property owner authorizes the work in writing and agrees to pay the cost of such work or provide a deposit if required.
- iii. The property owner agrees in writing to hold the City harmless for any damage resulting from the carrying out of such work.

Note that calls for service by City staff during regular business or after hours will be conducted only if an adequate number of staff can be secured for the work. If adequate staff numbers are not available, a service call can be conducted when staffing permits.

(d) Responsibility & Repairs:

The property owner will be responsible for all costs of clearing blockages where it can be established that the cause of the blockage was related to issues from compromised pipe integrity on private property. The property owner will not be responsible for the cost of clearing blockages where it can be established that the cause of the blockage was related to issues from compromised pipe integrity on City property. If the blockage is due to problems located on both private and City property, costs may be split at City's discretion. The property owner will be responsible for all costs of clearing blockages where it can be established that the cause of the blockage was related to items such as wipes, feminine hygiene products, fats, oils, or grease.

The decision to replace or repair a private sewer connection on City property will be at the discretion of the City. This decision

City of Brockville
Sewer Connection By-law XX-2022

Page 4

will be made based on City records, investigations and advice of the department involved. Where such blockages occur more frequently than three times in any three-year period on City property, the City shall place the property on a maintenance list to repair the connection on City property. While the property remains on the maintenance list an annual cleaning will be provided at no cost to the property owner. The homeowner is responsible for contacting the City each year for this service. The City will, to the best of its ability, complete the repair within 3 years of being placed on the maintenance list. This is subject to the quality of the pipe and other repairs required on the City maintenance list.

At the time of repair, to prevent any future blockages, the property owner shall be required to replace the connection on private property while the City work is completed. If the property owner does not accept the responsibility of replacement at the same time, all future cleaning of sewer laterals, due to blockages, will be at the property owner's expense. The property will also be removed from the maintenance list. The City reserves the right to add a property to the maintenance list at their discretion.

(e) Exceptions:

The program of cleaning private sewer connections is directed towards small residential and commercial buildings, and they shall receive priority in most cases. Although the City shall endeavor to provide the service to all the property owners, the City may abstain from cleaning private sewer connections at the City's discretion. The property owner always has the right to hire a qualified private contractor to do such cleaning, especially when time is of the essence and qualified City staff are not available. The City will not be responsible for the cost of private contractors. The property owner is responsible for providing any video evidence from the contractor to verify a blockage was on city property. Verbal or written statements will not be accepted.

The City will not be responsible for costs associated with damage to the property due to blockages incurred on private property, regardless of cause.

City of Brockville
Sewer Connection By-law XX-2022

Page 5

In matters not specifically covered by this By-law, or where an extreme hardship might be involved, or in other circumstances deemed advisable, the Director of Engineering & Infrastructure may take such action as is thought to be appropriate at the time, notwithstanding that such action may not be in keeping with the provisions of this policy.

(f) Enforcement:

This By-law shall be enforced by the Wastewater Systems Supervisor employed by the City of Brockville; or any person appointed by the Wastewater Systems Chief Operator; any staff from Wastewater Systems; or any person appointed by the Director of Engineering & Infrastructure.

(g) Payments:

If work for initial construction, repairs, or clearing blockages in sewer connections, as set out in the preceding sections, is charged by invoice to any property owner, and the property owner to whom the invoice was served fails to pay the amount shown on the invoice within thirty days after the request for payment, the City shall cause the amount of the invoice to be placed on the collectors roll against the land concerned, and it shall be collected in the same manner as taxes under the Assessment Act, subject to an appeal to the Assessment Review Court in the same manner as for taxes, under Section 325 of the Municipal Act, R.S.O., 1980, 302 as amended.

All fees that may apply to this By-law are non-refundable.

(h) Enactment:

THAT this By-law shall come into force and effect on the date of passage;

By-Law Number 46-89 is hereby repealed.

Given Under the Seal of the

City of Brockville
Sewer Connection By-law XX-2022

Page 6

Corporation of the City of Brockville
and passed this XXth, day of XX, 20XX

Mayor

City Clerk



Staff Report

Report To:	General Committee
Meeting Date:	September 19, 2023
Prepared By:	Peter Raabe, Director of Engineering & Infrastructure Services
Report Number:	2023-172
Subject:	Blue Box Transition Period

Recommendation

THAT Council approve the recommendation of the Director of Engineering and Infrastructure to “opt-out” of the Circular Materials Ontario (CMO) contract for curbside blue box collection services during the transition period.

Background

On June 3, 2021, the Ministry of Environment, Conservation and Parks (MECP) released its finalized Blue Box Regulation, O. Reg 391/21, under the Resource Recovery and Circular Economy Act 2016. This regulation sets the framework for Ontario’s new Blue Box program, Individual Producer Responsibility (IPR). The regulation will make Producer Responsibility Organizations (PROs) responsible for the Blue Box program, including meeting regulated outcomes for providing collection services to local communities, managing Blue Box materials, and achieving diversion targets.

Under the Blue Box Program, producers of Blue Box materials will be fully responsible for managing their products by transitioning from the existing municipal Blue Box services to producer responsibility between July 1, 2023, through to December 31, 2025, with full extended responsibility by January 1, 2026. Beginning on January 1, 2026, producers will be responsible for establishing a universal set of Blue Box materials and eligible sources, ensuring that everyone in the province recycles the same materials.

Most producers of paper and packaging that are designated under the Blue Box regulation have signed on with a PRO. PROs are charged with organizing the future collection and processing of recyclables on behalf of the producers. Circular Materials Ontario (CMO) is the PRO that will administer Ontario’s common collection system. CMO has shared their Master Service Agreement and Statement of Work documents, along with a brief survey with municipalities across the province. The survey asks whether municipalities are interested in contracting with CMO to continue to provide collection services on behalf of the producers throughout the transition period. The City of Brockville is scheduled to transition as of January 1, 2025.

Analysis

During the transition period, January 1, 2025 to January 1, 2026, the City of Brockville can “opt-in” or “opt-out” of continuing to provide blue box services to its residents through a non-competitive services agreement with CMO.

If the City wishes to opt-in, the City will be required to sign a contract with CMO and amend its current contract with L.A. Knapp based on the requirements determined by CMO as outlined in their Master Service Agreement. Many of the terms and conditions of the agreement have a degree of uncertainty and could pose a challenge and risk to the City should the City choose to enter a contract with CMO. The Ontario Waste Management Association retained the services of a legal team from Borden Ladner Gervais (BLG) to review CMO’s MSA. BLG’s review identified several provisions that imposed unreasonable conditions, costs, and requirements on municipalities and service providers, see attached.

As an alternative, the city has the option of opting-out. In this case, CMO would be responsible for the City’s Blue Box program. The city would no longer be responsible for the Blue Box program, either financially or operationally. The city’s current contract with L.A. Knapp considered the Blue Box transition program and allows the city to opt-out without any penalty. The city does not have any physical assets related to recycling and there would be no staffing implications or surplus capital if opting out.

However, the new regulation does not obligate CMO to collect ineligible material. Ineligible materials are defined as by the source of the material meaning only residential generated material will be collected by the CMO. This will exclude a number of groups including multi-residential (greater than 6 units), commercial, industrial and the DBIA. Prior to the transition date, the city will have to address the service to these groups.

Financial Implications

For 2024, the city will continue to provide curbside recycling services and be responsible for the associated costs. The city will also continue to receive its annual Blue Box recycling subsidy in the amount of approximately \$108,000.

For 2025, should the city opt-out, the city would not have any financial responsibility. If the city were to opt-in, it is uncertain as to whether there would be any costs, depending on the terms and conditions of the MSA, and the circumstances encountered throughout the year. It is believed that all costs would be covered by CMO but there is a degree of uncertainty. It should be noted that regardless of the city’s decision to opt-in or out, it will have to review the options with the excluded groups that will no longer receive Blue Box services from CMO.

For 2026, the city would not have any financial responsibility except for those associated with providing services to the excluded groups such as the DBIA.

Policy Alignment

In accordance with city policy, Council must approve the report to provide staff with direction.

Conclusion

Based on the above, staff are recommending that the city “opt-out” and not enter into a contract with CMO during the transition period from January 1, 2025 to January 1, 2026.

Approved by:

Peter Raabe, Director of Engineering & Infrastructure Services

Status:

Approved - 14 Sep 2023

Lynda Ferguson, Director of Finance & IT Services

Approved - 15 Sep 2023

Sandra MacDonald, City Manager/City Clerk

Approved - 15 Sep 2023

Attachments:

[OWMA Legal Opinion](#)



Suite 580 – 170 Attwell Drive
Etobicoke, Ontario M9W 5Z5

info@owma.org
www.owma.org

June 8, 2022

Allen Langdon, President & CEO
Circular Materials Ontario
800-1881 Yonge Street
Toronto, ON M4S 3C4
Emailed to: allen.langdon@circularmaterials.ca

Re: Master Service Agreement

Dear Mr. Langdon:

As recently discussed and following our initial letter of May 24, 2022, I am pleased to provide some additional input regarding Circular Materials Ontario's (CMO) proposed Master Service Agreement (MSA) for several services related to the Blue Box transition.

For detailed explanation of our concerns regarding key provisions in the agreement, we encourage you to refer to the enclosed analysis provided to us by OWMA's legal counsel (Borden Ladner Gervais LLP), in their memo dated June 7, 2022.

A summary of these key concerns include the following:

- Excess discretion on the part of CMO to determine whether the municipalities as contractors are meeting their obligations under the MSA (s. 2.1)
- The shift of legislatively-imposed risks and liabilities from producers back onto municipalities during the Transition Period.
- Commercially unreasonable conditions that could assess costs and penalties against municipalities at CMO's sole discretion (s. 5.10(b); s. 7.2).
- The imposition on municipalities of costs of extensive record-keeping and reporting requirements with respect to Blue Box materials collected, delivered and received (s. 5.8) (s. 5.10).

I would be pleased to discuss any of this input in more detail in the coming days. We appreciate your willingness to consider the feedback of municipalities and waste service providers on this matter and look forward to working with you to support a successful transition of the Blue Box system.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Chopowick".

Mike Chopowick
Chief Executive Officer

Encl. Review of Circular Materials Ontario's Master Services Agreement for Services
Related to Blue Box Material, June 7, 2022

Denisa Mertiri
T: 416-367-7245
dmertiri@blg.com

Jonathan Cocker
T: 416-367-7283
jcocker@blg.com

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto ON M5H 4E3
Canada

T 416-367-6000
F 416-367-6749
blg.com



File No. 021773.000010

June 7, 2022

Delivered by Email: mchopowick@owma.org

Mike Chopowick
Ontario Waste Management Association
2005 Clark Blvd., Unit 3
Brampton, ON L6T 5P8

Dear Mike,

**Re: Review of Circular Materials Ontario's Master Services Agreement for Services
Related to Blue Box Material**

This letter provides our summary analysis of the Circular Materials Ontario (CMO) Master Services Agreement (the “MSA”) for Blue Box Services for the *transition period* to be entered into between CMO and various Ontario municipalities. This period is defined by Ontario regulation 391/21 (the “Blue Box Regulation”) under the *Resource Recovery and Circular Economy Act, 2016*, (the “RRCEA”) as “the period beginning on July 1, 2023 and ending on December 31, 2025” (the “Transition Period”).

BACKGROUND

We understand that during the Transition Period, CMO will be entering into contracts with Ontario municipalities. The aim of these contracts is to ensure that current Blue Box programs are maintained and service delivery is not interrupted in the communities where it is currently offered. The goal is to also allow current municipal contracts with various service providers and with terms expiring anytime from now until 2026 to come to the end of their terms. These municipal contracts were generally entered into by municipalities pursuant to procurement processes.

Pursuant to the Blue Box Regulation, the legislative burden for Blue Box programs shifts from municipalities to producers on July 1, 2023. Producers are defined as brand-holders, importers or retailers per sections 9 and 10 of the Blue Box Regulation. As of July 1, 2023, municipalities and First Nation communities start transitioning their Blue Box programs to the framework created by the Blue Box Regulation. On that date, Blue Box producers will become fully accountable and financially responsible for collecting and recycling their Blue Box materials.

According to the RRCEA at s. 2, it is in the provincial interest that Ontario have a system of resource recovery and waste reduction that aims to: “(f) hold persons who are most responsible for the design



of products and packaging responsible for the products and packaging at the end of life;” and “(h) minimize the need for waste disposal.” Any contractual arrangement that seeks to undermine the provincial interest as set out in this section will be in violation of the legislative burdens imposed by the *RRCEA* and the Blue Box Regulation on producers.

According to the Made in Ontario Environment Plan, the new producer responsibility model “means transitioning costs of the Blue Box Program away from municipal taxpayers and making producers of products and packaging fully responsible for the litter they create”.¹ Particularly, the goal of the transition is “taking the cost burden off municipalities and allowing producers to innovate.”² The MSA as currently drafted provides cause for concern that it does not comply with the intention of the *RRCEA* and the Blue Box Regulation.

SUMMARY OF MSA OBSERVATIONS

The MSA proposed by CMO contains some commercially reasonable terms around the arbitration, standard conditions or notification provisions, to mention a few. Despite this, the MSA does not consider the nature of the contracting party in this case, that being municipalities with contracts validly entered into pursuant to procurement processes and with likely unionized labour obligations.

Until these municipal contracts (the benefits of which CMO now seeks) come to term, they cannot be renegotiated by municipalities without exposing municipalities to liability for breach of contract. Moreover, due to the number of obligations and costs the MSA imposes on both municipalities and their contractors, it is doubtful that municipal contractors will agree to renegotiate contracts that have not yet come to term. Lastly, the renegotiation of these contracts is not recommended due to the cost to municipalities to renegotiate these contracts particularly given that the MSA as drafted does not guarantee a minimum amount of work or tonnage, a specific term, or exclusivity.

Most concerning is the fact that the MSA as proposed shifts legislatively-imposed risks and liabilities from producers back onto municipalities during the Transition Period, where the clear legislative intent of the *RRCEA* and the Blue Box Regulation is that costs be borne by producers. Further details on those concerns are specified below.

SPECIFIC CONTRACTUAL CONCERNS

Discretion and Commercially Unreasonable Terms.

The MSA places too much discretion on CMO to determine whether the municipalities as contractors are meeting their obligations under the MSA. This discretion is not balanced by an appropriate number of benefits to municipalities thus resulting in too much risk and uncertainty for municipalities who decide to enter into the MSA.

CMO, for example, retains sole discretion to decide when statements of work will be extended to municipalities (s. 2.1) thus not guaranteeing a minimum contract term. Nor does it guarantee

¹ Environment and Energy Ontario, “A Made-in-Ontario Environment Plan”, *Protecting Our Environment*, online: <<https://www.ontario.ca/page/waste-management#section-1>>.

² Environment and Energy Ontario, Waste Management, online: <<https://www.ontario.ca/page/waste-management#section-1>>.



exclusivity or a minimum or maximum amount of work (s. 3.2). CMO will also determine whether the work delivered meets the conditions in the MSA (s. 7.8(a)). If it does not, costs and penalties can be assessed as against municipalities also at CMO's sole discretion (s. 5.10(b); s. 7.2). These costs can be unilaterally subtracted from amounts that CMO owes to municipalities under the contract (s. 6.2(h)). The MSA indicates that no interest will be paid on late payments (s. 6.7). These provisions are not commercially reasonable.

It is hard to determine the financial benefit to municipalities from entering into this contract, if any, particularly in light of the Transition Period. The contract requires not only all the labour, equipment and materials required to perform the work (s. 3.3), but also a great deal of administrative cost and labour for municipalities to draft a number of policies (ss. 5.4-5.6) that are to be approved *only if* CMO is satisfied that the policies meet its standards. It would be more reasonable for CMO to provide its policies as it relates to ss. 5.4 to 5.6 to allow municipalities to assess the costs associated with complying with CMO's standards prior to entering into the contract. Additionally, the costs of extensive record-keeping and reporting requirements with respect to Blue Box materials collected, delivered and received (s. 5.8) and monitoring by CMO (s. 5.10) are to be borne by municipalities.

Lastly, the MSA also either fails to consider, or requires that there be interference with, municipalities' current contractual arrangements. The MSA requires that municipalities obtain CMO's approval to subcontract work (s. 8.10(e)), stipulates that no exclusive arrangements exist with any subcontractor that obliges municipalities to utilize that subcontractor in the work (s. 4.1(e)), allows CMO to determine what terms should be stipulated in contracts with subcontractors including their termination (s. 5.9), grants CMO a right to "take possession" of work and materials of municipalities (s. 7.6(b)(i)), makes equipment and facilities available to CMO in case of contractor default for up to six months, and requires that leases, contracts and other transactions be submitted to CMO for review and approval (s. 8.7). These rights cannot be granted to CMO where contracts are already in place that have determined rights and obligations as between their parties. Municipalities cannot agree to these provisions to without running the risk of incurring liability for breach of their contracts.

Requirements for CMO decision-making over contractor's personnel (s. 5.1) treat municipal or subcontractor personnel as if they were employees of CMO when this is not the case. The discipline and discharge (s. 5.1(f)) of municipal personnel that is unionized will be subject to both labour relations laws and collective agreement terms. Thus it cannot be agreed upon pursuant to the MSA.

Shifting Legislative Obligations.

Various provisions of the MSA attempt to shift the cost of compliance with the regulatory obligations on producers back onto municipalities. The contamination percentage obligation as well as other penalties and costs attempt to circumvent the legislative intention of the *RRCEA* and the Blue Box Regulation that costs be borne by producers rather than taxpayers during the Transition Period and after at several provisions.

The Statement of Work issued by CMO indicates that collected Blue Box Material may not contain more than four percent (4%) by weight of Non-Blue Box Material, making loads with more than 4% contamination subject to rejection (s. 3.7, Eligible Community Residence and Facility Statement of Work). This will result in offending loads entering municipal waste streams thus affecting municipal costs. As of July 1, 2023, it will not be municipalities' obligation to ensure that the Blue Box program



results in minimal contamination as collection, management and promotion and education duties will shift to producers under the Blue Box Regulation at Parts IV, VI and VIII. As such, the costs of contamination should be borne by producers and remediation plans (s. 3.7(d), Statement of Work) should also be producers' responsibility in line with the clear legislative intent of the *RRCEA* and the Blue Box Regulation.

CMO also gives itself discretion to define obligated Blue Box material for the purposes of the MSA as opposed to relying on the definition provided by the Blue Box Regulation (s. 1.1). The MSA also requires municipalities to maintain records related to arranging, establishing or operating a collection system and records related to arranging, establishing or operating a promotion and education program (s. 8.6(a)). This is legislatively the obligation of producers and cannot be shifted to municipalities during the Transition Period as well as after.

Lastly, the MSA stipulates an odd force majeure event: “the quantity of Blue Box Material collected or received differs from the Contractor’s expectations” (s. 7.5(b)(iv)). We have not previously encountered such a provision in any contract containing force majeure clauses. This provision is also not properly a “force majeure” event, which refers to an event of overwhelming force that is not within the control of either of the parties. In this case, “the quantity of Blue Box Material collected or received” is within the control of CMO as a representative of the producers that supply Blue Box materials in Ontario.

CONCLUSION

The MSA proposes an imbalance of contractual power and discretion that is not commercially reasonable, particularly in light of the Transition Period. More problematically, certain provisions of the MSA aim to shift regulatory obligations back onto municipalities in violation of the spirit and intent of the *RRCEA* and the Blue Box Regulation. Overall, the risks and liabilities that municipalities would take on by entering into this contract would not be offset by the benefits granted to municipalities as a result of the contract. Risks would not be limited to work shortages, costs, penalties and termination under the MSA but also include commercial risks with municipal contractors and labour and employment risks with employees.

At the very least, a minimum amount of work should be stipulated for municipalities to take responsibilities and risks under the MSA. If a minimum amount is not stipulated, that will affect municipalities’ ability to secure labour, equipment and materials for the work, and may result in a breach of municipalities’ own contracts if those contracts stipulate minimum and maximum volumes of materials to be received by their contractors.

As the legislative burdens and risks are on producers to operate a collection system in about a year, municipalities are under no obligation to enter and accept the terms of the MSA as currently proposed. BLG advises that the MSA’s terms be renegotiated to establish a better balance of power, rights and obligations to the parties to the contract keeping in mind existing contractual arrangements by municipalities whose benefit CMO is seeking by entering into this contract. Additionally, the balance of rights and obligations must reflect the rights and obligations imposed on those parties pursuant to the *RRCEA* and the Blue Box Regulation as of July 1, 2023.



Note that this letter provides a general overview of the contract. This letter's failure to refer to a section of the MSA does not imply the acceptability of that section. For example, although confidentiality provisions are acceptable as between private contracting parties, they do not consider municipal obligations to disclose otherwise confidential information pursuant to the authority of the Ontario *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56.

We would be pleased to discuss this matter further at your convenience.

Yours truly,

A handwritten signature in blue ink, appearing to read "Denisa Mertiri".

Denisa Mertiri

A handwritten signature in blue ink, appearing to read "Jonathan Cocker".

Jonathan Cocker



Staff Report

Report To:	General Committee
Meeting Date:	September 19, 2023
Prepared By:	Peter Raabe, Director of Engineering & Infrastructure Services
Report Number:	2023-173
Subject:	Lowlift Pump 3 Repairs – Water Treatment Plant

Recommendation

THAT Council approve the quote from Hewitt (Brockville) for the repair to Lowlift Pump 3 in the amount of \$30,807.84 (including net HST); and

THAT Council approve the additional expenditure of \$20,000 to be funded from the Water Rate Working Capital Operations Reserve.

Background

In the city's 2021 budget, Council approved the refurbishment of the Water Treatment Plant's lowlift pump 3 at a cost of \$17,000.

Lowlift pump 3 is in regular daily use and supplies raw water from the plant's intake to the main plant for treatment. As such, it is subject to a 5-year periodic maintenance cycle which involves removing the pump from service, stripping it down, completing an evaluation, rebuilding of the pump and motor, and placing it back into service. Having a proactive maintenance program reduces the risk of catastrophic failure.

In the May of 2022, staff issued a request for proposal and received three bids. A contractor was selected to complete the work at a price of \$13,293.33 (including net HST).

While making the repairs, the contractor noted that lowlift pump 3 was beyond repair and recommended it be replaced. The contractor provided the city with an estimate of \$44,245.25 (including net HST) for a new pump and motor, installation was not included. This cost exceeded the original budget of \$17,000 and as a result, staff had the contractor return the pump and motor to the plant while they considered different options.

Analysis

City staff contacted Hewitt (Brockville) and had them look at the pump and motor and see if they were able to make the necessary repairs. Hewitt's staff determined that they would be able to make the repairs and provided the city with a cost to perform the work.

Hewitt's cost to make the necessary repairs and reinstall it is \$30,807.84 (including net HST).

Financial Implications

The work on lowlift pump 3 was approved in the City's 2021 water capital budget at a cost of \$17,000. To date \$4,874.30 (including net HST) has been expensed with a total of \$12,125.70 remaining in the account. Hewitt's cost to make the necessary repairs and reinstall it is \$30,807.84 (including net HST). There are not sufficient funds to complete the work.

It is proposed that \$20,000 be allocated from the Water Rate Working Capital Operations Reserve to cover the deficit. The balance of this reserve at the end of 2022 was \$4.4 million.

Policy Alignment

In accordance with the City's Budgetary Control and Procurement Policies, City staff require Council's approval to complete the unbudgeted work and its funding source.

Conclusion

Lowlift pump 3 is a critical component in the city's water treatment and distribution system and is used daily to provide safe drinking water. It is recommended that Council approve the funds to complete the necessary work on the pump with funding to come from the Water Rate Working Capital Operations Reserve.

Approved by:

Peter Raabe, Director of Engineering & Infrastructure Services

Status:

Approved - 15 Sep 2023

Lynda Ferguson, Director of Finance & IT Services

Approved - 15 Sep 2023

Sandra MacDonald, City Manager/City Clerk

Approved - 15 Sep 2023



Staff Report

Report To:	General Committee
Meeting Date:	September 19, 2023
Prepared By:	Anne Shropshire, Manager, Cultural Services
Report Number:	2023-156
Subject:	Community Art Submission DBIA Banners and Decals Request to move installation period to 2024.

Recommendation

THAT Council approve the deferral of the installation period of DBIA banners and street decals originally approved for June 2023 to mid-October 2023 to May 15, 2024 to mid-October 2024.

Background

In November 2020 a Public Art Policy (POL.R.20.173) was approved by Council. The policy provides for Council to decide whether to accept any public art proposal.

The DBIA has received funding from STEPS Public Art to install decorative banners and sidewalk decals featuring designs from local artists. The sidewalk decals will be placed around the downtown and feature artwork and a QR code to bring the public to Downtown Brockville's website. The banners will be placed along King St. and feature four 'districts'; Arts, Market, Garden and River (River district will be sidewalk decal since there are no light standards along Water St.). (Map of decal and banner placement is attached as Appendix A.)

On June 27, 2023, Council approved Staff Report 2023-100. In Report 2023-100, the original installation was scheduled for end of June 2023 to mid-October 2023. Due to various delays and production issues the DBIA is requesting that this downtown initiative be postponed until the 2024 summer season.

Analysis

Staff in Operations and Cultural Services have no concerns and believe this approach is best as it will allow for a longer period of time for the banners and decals to be displayed in the downtown - particularly during the busiest part of summer.

As part of the initial evaluation, staff recommend:

- Banners are removed by Thanksgiving (for the installation of the Legion banners).

- Sidewalk decals are removed no later than November 15th for winter maintenance.
- Sidewalk decals are only adhered to concrete and not interlocking brick.
- If decals/banners show signs of peeling, vandalism and/or tearing to be removed immediately by DBIA. Community Art Submission DBIA Street Banners and Decals
- If any construction is required where a decal is located, DBIA will be notified in advance to remove, however in the case of an emergency City staff may be required to remove any decals.
- Banners will be identified as a Downtown Brockville initiative (ie. Downtown Brockville logo or name included with the name of the district).

Financial Implications

The project is funded in part by monies awarded when Downtown Brockville's 2022 project with Steps was chosen the winner of the Transformative Art award by RBC Royal Bank Supported I HeART Main Street from projects across the province. The DBIA will seek additional funding through corporate donations.

Policy Alignment

Public Art Policy (POL.R.20.173)

Conclusion

The original application meets many priorities outlined in the Public Arts Policy: Enhances character of place, conserve and enhance the historical and cultural heritage of the city, encourages beautification, improvement and/or redevelopment of the city, revitalizes underused land in the city. Staff are recommending that Council approve the new dates proposed for the installation of sidewalk decals and banners in the downtown from 2023 to May 15, 2023 to mid-October, 2023.

Approved by:

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

Status:

Approved - 05 Sep 2023
Pending



Staff Report

Report To:	General Committee
Meeting Date:	September 19, 2023
Prepared By:	Anne Shropshire, Manager, Cultural Services Sandra MacDonald, City Manager/City Clerk
Report Number:	2023-160
Subject:	Musi-Theatre lease Brockville Theatre Guild and Brockville Operatic Society

Recommendation

THAT Council direct staff to prepare an agreement for lease of a portion of the Brockville Arts Centre by the Brockville Operatic Society and the Brockville Theatre Guild as per the terms set out in this report; and

THAT the Mayor and City Clerk be authorized to execute such agreement.

Background

The Brockville Theatre Guild (BTG) and Brockville Operatic Society (BOS) are membership-based organizations, established in 1933 and 1952, respectively. Their mandate is to promote theatrical arts and cultural events in Brockville and the surrounding region. In addition to producing 1-2 shows a year at the BAC, both groups have presented workshops for members and the public.

The Arts and Culture industries were hit hard during Covid-19 and during the years of 2020-2021, the Theatre Guild and Operatic Society were given a rent holiday from April 2020 to December 2021. Fortunately, the groups were still able to access the building and produce a show in those years. The BOS and BTG have also been able to take advantage of the City's fee waiver program for their past performances. The BOS received \$3,500 in 2012 and most recently the BTG received \$4,268 in 2022.

Analysis

The Manager of Cultural Services and staff from the BAC met with the President's of the Brockville Operatic Society and Brockville Theatre Guild several times to discuss a new agreement. The most recent lease agreement was from January 1, 2017 through to December 31, 2021 (with a one year extension for 2022). The rental fee was a combined \$11,287.96 (\$5,643.96/group), increasing annually by the September CPI, payable semi annually.

Throughout January 2023, staff made changes to the agreement and presented a staff report to the General Committee on February 21, 2023 which was subsequently approved by Council on February 28, 2023. Following the meeting, staff contacted the President's of the BTG and BOS with the approved agreement. Staff were then contacted by the BTG and BOS expressing concerns with some content of the agreement.

Since that time various meetings were held between the City and the BTG and the BOS. City Staff and the BTG and the BOS have discussed the concerns and are proposing the following general terms for the a new agreement. Attachment 1 to the report is a letter of support from the BOS and BTG for the terms as proposed.

- 5 year lease term (2023 to 2027)
- the space includes carpentry shop; rehearsal space and basement storage
- One lease agreement to include both groups
- Lease rates (plus applicable taxes):
 - 2023 - \$13,494.00 total (\$6,747.00 per group)
 - 2024 - \$14,438.57 total (\$7,219.29 per group)
 - 2025 - \$15,449.28 total (\$7,724.64 per group)
 - 2026 - \$16,530.72 total (\$8,265.36 per group)
 - 2027 - \$17,687.88 total (\$8,843.94 per group)
- Lease to include a clause that should one of the groups cease to operate/dissolve, the lease would be terminated and need to be renegotiated with the remaining party.
- BTG/BOS will not have exclusive use of the musi-theatre;
 - recognition that the musi-theatre space will be used for high-priority events (e.g. dance recitals, telethons and debates) and that BAC Administration may use and/or rent the space as needed by other users and groups if it is not otherwise booked by the BTG/BOS
- \$2 million liability insurance to be provided
- leasehold improvements; projects to be reviewed annually
- Agreement will not include reference to "Home of"
- BOS/BTG will be responsible for cleaning of the space

It is proposed that the specific operational details shall be agreed upon by the parties and set out in the agreement.

Financial Implications

The lease rates will offset some operating costs of the Brockville Arts Centre.

Policy Alignment

Council approval is required to enter into a lease.

Conclusion

Approval of the proposed lease is to the satisfaction of all parties. It recognizes the costs of operating the space within the Brockville Arts Centre, considers adjustments to the anticipated increases in cost during the term of the lease but in such a way that it attempts to ensure the long term financial viability of the BTG and BOS by spreading the impact over a longer term.

Approved by:	Status:
Lynda Ferguson, Director of Finance & IT Services	None
Sandra MacDonald, City Manager/City Clerk	None

Attachments:

[A1 BTG and BOS ltr to Council](#)



Brockville Theatre Guild & Operatic Society
MusiTheatre,
235 King Street West,
Brockville, Ontario
K6V 7A5

September 14th, 2023

Mayor & Councillors
City of Brockville
1 King Street West,
Brockville, Ontario
K6V 7A5

Re: MusiTheatre draft agreement renewal

Dear Mayor Wren and Council,

Please accept this note as both an expression of thanks and a confirmation that we have taken full advantage of the reset authorized at the council meeting of August 29th, 2023.

Since then, we received the documents containing an explanation for how the actual costs to use the space were calculated. We were also invited to meet with staff and discuss our concerns with the first draft. This meeting was very positive. We were able to find common ground for all the issues for which we had concerns or agree on a compromise where it was necessary. Both sides worked to reach an agreement that would allow us to keep delivering on our mission while closing the financial gap that has increased since the first agreement was signed when the facility was built years ago.

While we accept that the language in the agreement must reflect a modern standard and cannot include the language acknowledging the space as our 'home', the fact that we can reach a five-year term with fewer restrictions will make a significant difference. Moreover, while we must accept an inflation adjusting increase in fees, we are grateful they are now implemented in a measured staggered manner over the life of the agreement instead of upfront in only two years.

These key changes now allow us to confirm our support to the new draft being developed by the staff.

Respectfully and with our regards,

Chris Griffiths

Chris Griffiths
President 2021-2024
On behalf of the Board of Directors
Brockville Theatre Guild

Jeanette Johnston

Jeanette Johnston
President 2020-2023
On behalf of the Board of Directors
Brockville Operatic Society

www.BrockvilleTheatreGuild.ca

www.BrockvilleOperaticSociety.org

Brockville Museum Advisory Committee Meeting Minutes

Tuesday, July 11, 2023 at 2pm via Zoom

Present: P. Naylor (chair), D. Buck, J. Watt, H. Cody, N. Wood (staff)

Regrets: D. Hamilton, K. Hobbs

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

2.02pm

3.0 Additions to/Approval of Agenda

4.0 Discussion and Approval of Minutes of the Last Meeting

June 13, 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 June Staff Report

- Brief discussion about the new Henry St. Parking lot rules and challenges experienced during Regatta weekend, but that ultimately this a positive sign of improved communication.
- Members positively remarked on the extra media attention the museum received in June around the CCI Report.
- Members suggested new avenues for promoting the Museum Exhibit Activations, specifically through parent/guardian support/network groups online; H. Cody will share with her network.
 - It was also highlighted that the museum could promote that its gallery environment is lower sensory than other local offerings for families as this might appeal to some families looking for calmer environments.
- There was a brief conversation about the museum discontinuing its use of Twitter; the Curator will report back on this topic at the next meeting.

5.2.2 Discussion re: CCI Report attention and next steps

- The Curator identified next steps as taking each recommendation and identifying what kind of resource is needed to address it: human, procedural, and/or financial, and then connecting each recommendation with the appropriate department (if not the museum).

5.2.3 Updated Curator Job Description (FYI)

- It was clarified that the Curator does delegate some of the tasks associated with the responsibilities identified in the job description.

5.2.4 Discussion re: Stat Holiday hours

- Members identified the importance of being open on Stat holidays as a strategic part of promoting the museum as an attraction and contributing to holiday offerings for both tourists and locals, but also recognized that visitation numbers on these dates suggested that it was ineffective and inefficient to staff these days. Further discussion and analysis is needed to better understand priorities for the use of the museum's resources moving forward.

5.3 2032 Project Sub-Committee

- The Chair provided a brief update that the 2032 Committee had met to review its terms of reference, but that the committee is currently waiting to have a meeting with the Manager of Cultural Services before reporting back.

6.0 New and Ongoing Business

None.

7.0 Date, Time, Location of Next Meeting

August 15, 2023 @ 2pm

- The committee agreed to bump the regular August meeting by one week, to take place on August 15 (instead of August 8)
- There was a brief discussion of switching from Zoom to Teams, as the museum is no longer using its paid Zoom account for programming purposes and could save money by discontinuing this subscription. Curator will explore status of Zoom subscription with MIS, but unless new information is revealed, future virtual meetings will utilize Teams instead.

8.0 Adjournment

2:51pm