

**CITY OF BELLEVILLE**  
**Matthew MacDonald, Acting Director of**  
**Corporate Services/City Clerk**  
**Corporate Services Department**  
**Report No. DCS-2015-36**  
**December 14, 2015**

**To: Mayor and Members of Council**

**Subject: Municipal Closed Meeting Investigator**

**Recommendation:**

“THAT a by-law to approve and authorize the execution of an Agreement to retain the services of a Municipal Investigator, through the Association of Municipalities Ontario's (AMO) Local Authority Services be prepared for Council's consideration.”

**Strategic Plan Alignment:**

The City of Belleville's Strategic Plan identifies nine strategic themes. This report aligns with each of the City's nine strategic themes and the City's mission statement by providing innovative and efficient services in support of our community's vision.

**Background:**

The Municipal Act allows for any person to request that an investigation be undertaken respecting whether a municipality, local board, or a committee of either has complied with the closed meeting rules contained within section 239 of the Act.

The County of Hastings, Quinte West, County of Prince Edward and the City of Belleville currently have in place a joint agreement with Mr. John Maddox (JGM Consulting) for services as their Closed Meeting Investigator which expires on December 31, 2015. Mr. Maddox has advised that as of the expiry of this agreement he is reducing his client load and that he is no longer willing to act in this capacity for the City.

Alternative options for the provision of this service were investigated in conjunction with staff from Quinte West whose Council has opted to appoint AMO's LAS Closed Meeting Investigator Service, and the County of Prince Edward staff who have advised that they will be recommending the appointment of the LAS service.

Failure to appoint an Investigator would result in the application of the default provision in the Municipal Act, whereby the Ombudsman for Ontario would fulfill this role in the absence of an appointment.

**Financial/Analysis:**

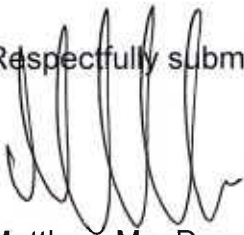
The cost to utilize the LAS Closed Meeting Investigator Service is an annual retainer fee of \$330 which covers the administrative overhead of the program as well as the cost related to program education/information materials. The hourly investigation fee in the event an investigation is launched is \$225 per hour. The contract being proposed is for a term of two (2) years with an automatic annual renewal clause unless the agreement is terminated by either party.

The City' current contract for service with the John Maddox, JGM Consulting contained an annual retainer of \$1,000 and an investigation fee per hour of \$100.

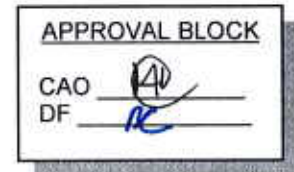
**Conclusion:**

Management is recommending Council approves the by-law authorizing the Agreement with AMO's LAS for the provision of Closed Meeting Investigation Services, after which the Corporate Services Department will proceed with finalizing and executing the Agreement.

Respectfully submitted,



Matthew MacDonald  
Acting Director Corporate Services



**CITY OF BELLEVILLE**  
**Matthew MacDonald, Acting Director**  
**Corporate Services Department**  
**Report No. DCS-2015-37**  
**December 14, 2015**

**To: Mayor and Members of Council**

**Subject: Sale of Surplus Property – 315 Church Street**

**Recommendation:**

“THAT the tender submission from Belleville Theatre Guild be accepted for the property known as 315 Church Street in the amount of \$254,250 this being the second highest submission received, and that the Mayor and City Clerk be authorized to sign the Acceptance Agreement on behalf of The Corporation of the City of Belleville and that the City Clerk be authorized to affix the Corporate Seal; and

THAT a by-law to approve and authorize the sale of 315 Church Street to Belleville Theatre Guild be prepared for Council's consideration.”

**Strategic Plan Alignment:**

The City of Belleville's Strategic Plan identifies nine strategic themes. The recommendation within this report aligns with the City's strategic theme of “Industrial and Commercial Development” and the City's strategic objective to, “Encourage remediation and redevelopment of underutilized lands”.

**Background:**

The City of Belleville purchased the property at 315 Church Street for \$275,000 in 2009 for the purpose of establishing a new archive facility in 50/50 partnership with the County of Hastings. This project has since been redirected and will be housed at the Belleville Public Library which rendered the building at 315 Church Street as surplus to the City's requirements.

The property was advertised for sale in the Belleville Intelligencer and appropriate signage was placed on the property during the week of May 18, 2015. At the Regular meeting of Council on July 13<sup>th</sup>, 2015 Council directed the City Clerk to complete the sale to the highest bidder 1011616 Ont. Inc. The proponent, 1011616 Ont. Inc. has

advised that the access to the building site does not meet their requirements and subsequently advised the City that they were not interested in completing the transaction.

As a result, and in compliance with the City's purchasing procedures, the City has offered the property to the second highest bidder, the Belleville Theatre Guild.

### **Financial:**

An appraisal completed on the property in April of 2013 showed a Market Value of \$260,000. The Belleville Theatre Guild offered a sale price of \$225,000 (plus HST) for a total of \$254,250.

The City's public tendering process resulted in six submissions being received on this property. Each offer will have 3 clauses for the City's benefit: the purchaser accepts the property in "where is, as is" condition, the purchaser will complete the purchase personally and not assign his/her interest to a third party and that a By-Law be passed to authorize the sale.

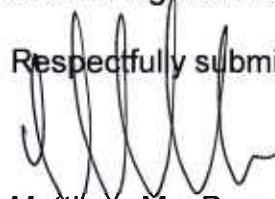
The submission details are as follows:

<b>BIDDER</b>	<b>BID</b>	<b>CONDITIONS</b>	<b>BID TOTAL (HST INCLUDED)</b>
<b>1011616 Ont. Inc.</b>	<b>\$275,000</b>	<b>None</b>	<b>\$310,750</b>
<b>Belleville Theatre Guild</b>	<b>\$225,000</b>	<b>None</b>	<b>\$254,250</b>
<b>United Christian Broadcasters (UCB Canada)</b>	<b>\$200,000</b>	<b>None</b>	<b>\$226,000</b>
<b>948469 Ont. Inc. (O/A The Banquet Centre)</b>	<b>\$150,000</b>	<b>None</b>	<b>\$169,500</b>
<b>54 Victoria Properties</b>	<b>\$145,000</b>	<b>None</b>	<b>\$163,850</b>
<b>Hasan Berber (O/A 1566943 Ont. Ltd.)</b>	<b>\$107,000</b>	<b>None</b>	<b>\$120,910</b>

### **Conclusion:**

With Council's approval Corporate Services will proceed with the necessary steps to complete the sale of this surplus City property to Belleville Theatre Guild being the second highest bid received.

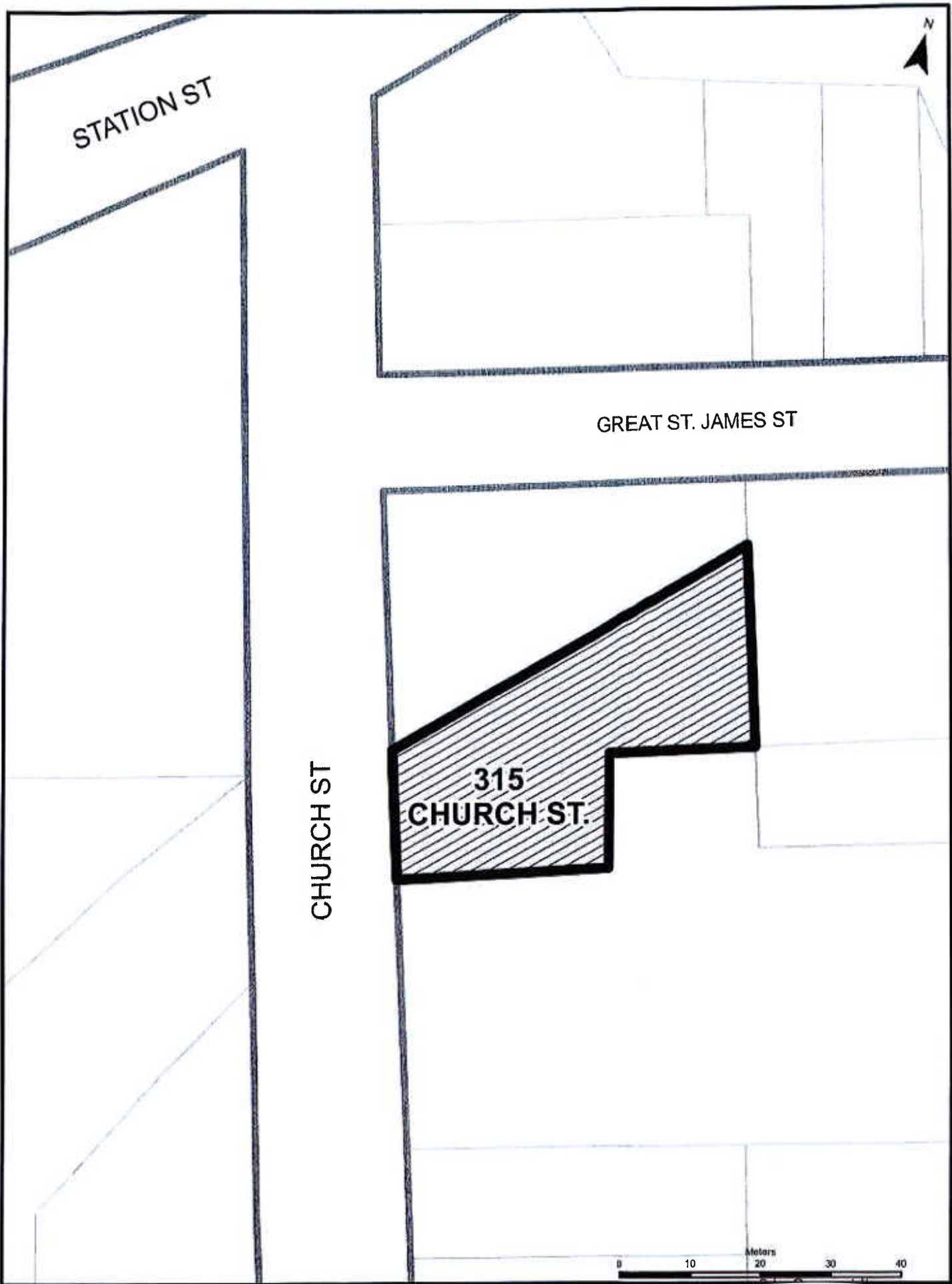
Respectfully submitted,

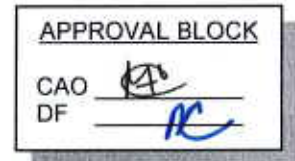


Matthew MacDonald  
Acting Director Corporate Services

Attachment: map







**CITY OF BELLEVILLE**  
**Larry Glover, Manager of Parks and Open Spaces**  
**Environmental and Operational Services**  
**Report No. MP&OS-2015-09**  
**December 14, 2015**

**To:** Mayor and Members of Council

**Subject:** Contract No. Prks-2015-08 re Play Equipment at  
The Rick Meagher Rotary Play Park, West Riverside Park

**Recommendation:**

"THAT the request for proposal submission from ABC Recreation Ltd. be accepted for Contract No. Prks-2015-08 re Play Equipment at The Rick Meagher Rotary Play Park, West Riverside Park, in the amount of \$58,919.25, plus \$7,659.50 HST for a total of \$66,578.75, this being the most qualified proposal received, and that the Mayor and City Clerk be authorized to sign the Acceptance Agreement on behalf of the Corporation of the City of Belleville and the City Clerk be authorized to affix the Corporate Seal."

**Strategic Plan Alignment:**

The City of Belleville's Strategic Plan identifies nine strategic themes. This report strongly aligns with "Culture and Recreation" theme to "plan and develop a parks system with facilities and services that promote health and wellness and address the needs of an aging population and our youth".

**Background:**

City Council approved Issue 1.058 in the 2015 Capital Budget for the installation of additional play equipment in an underutilized space within the fenced playground area at Rotary/Rick Meagher Play Park, in the amount of \$90,000.

A request for proposal was prepared with the assistance of Heartland Environmental Design and was released on Monday, October 26<sup>th</sup>. Proponents were requested to select equipment to appeal to ages 5 to 12 years as the existing equipment in the playground has limited challenge for this age group. Proponents were requested to maximize the equipment provided for the assigned budget of \$68,000. Nautically themed equipment was requested including a free standing net climber.

The RFP was for the supply and installation of equipment only. Significant additional work (approximately \$22,000) is required to complete the playground equipment installation including excavation, site grading, the provision of a drainage system under the play equipment and Engineered Wood Fiber Protective Surfacing. This work will be completed within the total budget amount of \$90,000.

The request for proposal closed on Monday, November 16, 2015 @ 1:00 pm. An evaluation committee was established to review the proposals and included:

- Joanne French, Heartland Environmental Design
- Kevin Tribble, Heartland Environmental Design
- Christine Fradley, Purchasing Supervisor
- Amy McMillan, Purchasing Assistant
- Larry Glover, Manager of Parks & Open Spaces
- Rowland Cave-Browne-Cave, Supervisor of Parks & Open Spaces
- Tim Schaly, Parks, Lead Hand

Submissions were received from the following four (4) companies:

1. ABC Recreation Ltd.
2. Henderson Recreation Equipment Limited
3. New World Park Solutions Inc.
4. Playground Planners

#### **Financial/Analysis:**

The costs received for each proposal are as follows:

<b>Proposal</b>	<b>Bid Amount</b>	<b>HST at 13%</b>	<b>Total Bid Amount</b>	<b>Net Contract Cost to City*</b>	<b>Assigned Budget Amount**</b>
ABC Recreation Ltd.	\$58,919.25	\$7,659.50	\$66,578.75	\$59,956.23	\$68,000
Henderson Recreation Equipment Limited	\$59,565.00	\$7,743.45	\$67,308.45	\$60,613.34	\$68,000
New World Park Solutions Inc.	\$59,880.00	\$7,784.40	\$67,664.40	\$60,933.88	\$68,000
Playground Planners	\$32,194.25	\$4,185.25	\$36,379.50	\$32,760.87	\$68,000

\* Net cost to City including HST rebates

\*\* RFP required proponents to maximize equipment for the assigned budget amount (including HST)

The proposals were verified for technical compliance with the City of Belleville Purchasing Policy and mathematical correctness. Each submission was evaluated and scored in accordance with the criteria set out in the RFP. The evaluation and final results were as follows:

Evaluation Criteria	Weight
Proponent Team/Work Schedule	10%
References	5%
Play Value	20%
Accessibility	5%
Theme	10%
Quality of Components	5%
Warranty	5%
Appearance & Creativity	20%
Serviceability	5%
Maximization of Available Budget	15%
Total	100%

Rank	Proponent
1	ABC Recreation Ltd.
2	Henderson Recreation Equipment Limited
3	New World Park Solutions Inc.
4	Playground Planners

Playground Planners, though the lowest submission, did not maximize equipment for the assigned budget, as was requested in the RFP. Their proposal featured significantly less play equipment and did not meet the requirements of the RFP.

The evaluation committee was unanimous in rating the proposal received from ABC Recreation Ltd. as first overall. A rendering of the proposed equipment is attached for Council's information (Schedule 1).

#### **Conclusion:**

It is recommended that ABC Recreation Ltd. be awarded the RFP for Contract No. Prks-2015-08 re Play Equipment at The Rick Meagher Rotary Play Park, West Riverside Park.

Respectfully submitted,



Larry Glover

Parks and Open Space Manager

#### **Attachments**

Schedule 1



WEST RIVERSIDE  
PARK  
BELLEVILLE, ON

ABC RECREATION LTD.  
SHAUN GOODYER

THIS PLAY AREA & EQUIPMENT IS  
DESIGNED FOR AGES 5-12 YEARS

THIS CONCEPTUAL PLAN WAS BASED ON  
INFORMATION AVAILABLE TO US PRIOR TO  
CONSTRUCTION. DETAILED SITE INFORMATION  
INCLUDING EXISTING UTILITIES, SOIL CONDITIONS, AND  
DRAINAGE SOLUTIONS SHOULD BE OBTAINED,  
EVALUATED, & UTILIZED IN THE FINAL DESIGN.

CHOOSE A FORTUITOUS SURROUNDING MATERIAL  
THAT HAS A CRITICAL HEIGHT VALUE OF  
AT LEAST THE HEIGHT OF THE HARDEST  
ACCESSIBLE PART/FALL HEIGHT OF THE  
PLAY STRUCTURE. THE SURROUNDING MATERIAL  
SHOULD BE CERTIFIED TO THE CANADIAN  
STANDARDS ASSOCIATION (CSA) STANDARD  
CAN/CSA-Z614-14, SECTION 10. SURFACING.

PLAYBOOSTER

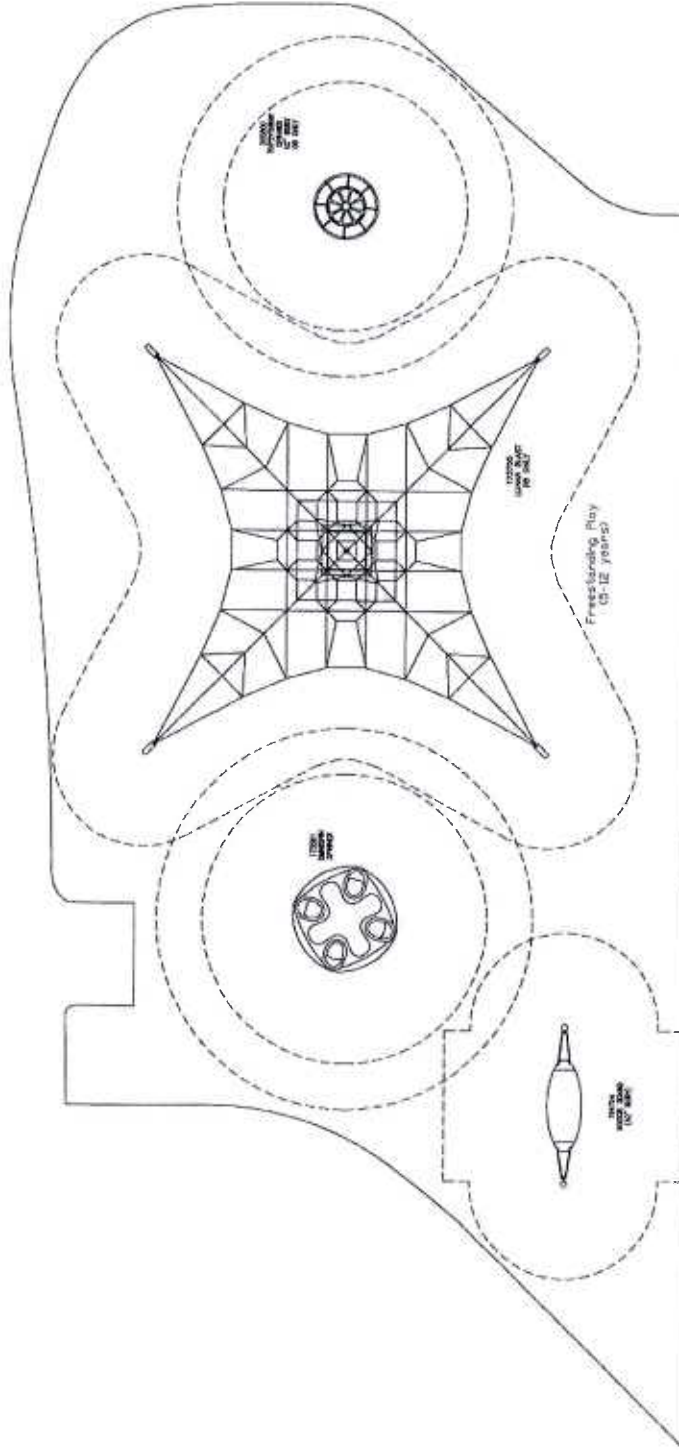
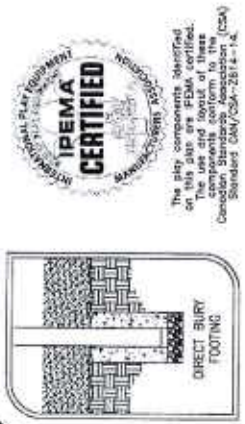
DRAWING #:

151118B

©COPYRIGHT: 11/05/15  
LANDSCAPE STRUCTURES, INC.  
DESIGNED BY: SRJ

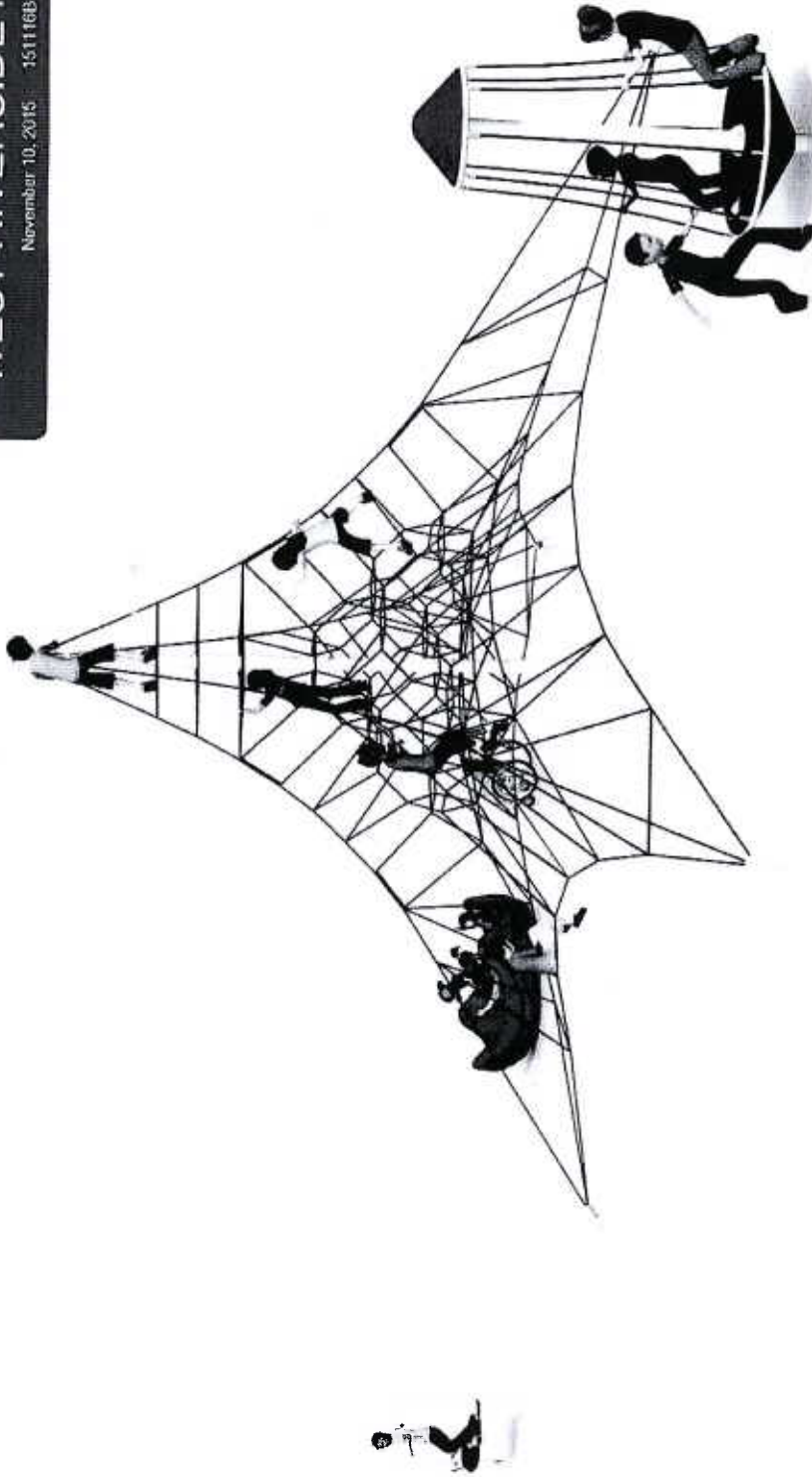
*landscape*  
**structures**

807 7th STREET SOUTH - P.O. BOX 198  
DELUKE, MINNESOTA 55318  
PH: 1-800-525-0025 FAX: 1-763-472-0081



# WEST RIVERSIDE PARK

November 10, 2015 151116B



*inscape*  
structures



Better playgrounds.  
Better world.®  
playlsi.com



Proudly presented by:





APPROVAL BLOCK	
CAO	<u>DA</u>
DF	<u>MC</u>
DE&DS	<u>RS</u>
ME	<u>CP</u>

## CITY OF BELLEVILLE

Ray Ford, Manager of Engineering/ Deputy Director  
Engineering & Development Services  
Report No. BB-ENG-2015-15  
December 14, 2015

**To:** Mayor and Members of Council

**Subject:** Agreements to Repay Recoverable Costs - Water and Wastewater Service Upgrades

### Recommendation:

"THAT by-laws to approve and authorize the execution of Agreements between The Corporation of the City of Belleville and the property owners of;

329-331 Front Street and  
397-399 Front Street; and  
354-360 Pinnacle Street; and  
394-400 Front Street

be prepared for Council's consideration."

### Strategic Plan Alignment:

The City of Belleville's Strategic Plan identifies nine strategic themes. The recommendation within this report aligns with the City's strategic theme: City Centre Revitalization.

### Background

As part of the City Centre Revitalization & Redevelopment (CCRR) Project, the City is paying to replace the watermain and existing service pipes to the property line of buildings in the project area or within 500 mm of the building face, and connect the new services to existing pipes entering into the buildings. This project also includes replacing or relining the sanitary sewer and replacing existing sewer laterals to the property line. The City is responsible for paying for the replacement of existing services (water and sanitary), in kind, as part of the

project. However, the costs for installing new services, additional services (new dedicated fire service for example) or upgrading existing services (increasing the size of an existing service to a larger pipe) are the responsibility of the owner.

In 2014 City staff initiated a program for property owners to consider their immediate and long-term water and sewer service requirements through a letter and survey. The purpose of this communication was to provide information to property owners so that they could assess their service needs to determine their interest in investing in service upgrades for their respective properties in coordination with the CCRR Project. With the road and sidewalks being reconstructed as part of this project, property owners could save the cost of the road and sidewalk restoration work associated with any water and/or sewer service upgrades if this work is done as part of the City's project. Three options for property owners to consider when assessing their service requirements included installing new, additional services, upgrading existing services, and/or maintaining existing services.

### **Financial/ Analysis**

As a result of communications distributed to property owners in advance of construction outlining the above options, the following works and associated costs were performed that qualify for reimbursement to the City:

<b>Property</b>	<b>Service Changes</b>	<b>Total Cost (including HST)</b>
329-331 Front St.	Upgrade water service size from 35 mm to 150 mm.	\$10,125.70
397-399 Front St.	Install new 50-mm water service.	\$7,173.24
354-360 Pinnacle St.	Upgrade water service size from 50 mm to 200 mm.	\$11,711.32
394-400 Front St.	Install new 100-mm water service and new 125-mm sanitary service.	\$8,934.23

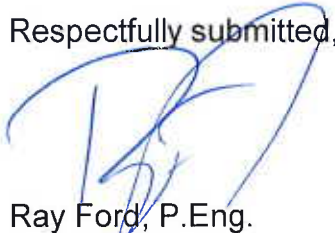
The above costs represent the actual installation costs based on the contract tender prices with no mark-ups for project management or inspection fees as these were completed coincidental with the inspection of the work on the project. It is proposed to allow owners a period of three years to repay the amounts owed at an annual interest rate of 3.00 percent starting July 13, 2016. Agreements between the City and the property owners have been drafted that outline the terms and conditions for repayment of the loans. The breakdown of the recoverable costs owed to the City are presented in Schedule B of each agreement and the loan payment details are presented in Schedule C. The agreements are attached to this report.



**Conclusion**

It is recommended that by-laws to approve and authorize the execution of Agreements between the City and the property owners associated with requested changes to water and wastewater service connections performed as part of the CCRR Phase 1 construction project be prepared.

Respectfully submitted,



Ray Ford, P.Eng.  
Manager of Engineering/Deputy Director  
Engineering and Development Services  
City of Belleville

**Attachments:**

1. Agreement between M & R Rashotte Holdings Ltd. and the Corporation of the City of Belleville.
2. Agreement between Empire Alliance Financial Group and the Corporation of the City of Belleville.
3. Agreement between Maury Flunder and the Corporation of the City of Belleville.

## AGREEMENT

**Between:** **M & R Rashotte Holdings Ltd.**  
(hereinafter called "Rashotte Holdings")  
Of the First Part  
- and -  
**THE CORPORATION OF THE CITY OF  
BELLEVILLE**  
(hereinafter called the "City")  
Of the Second Part

**WHEREAS** Rashotte Holdings wishes to upgrade existing and install new, additional water services connections the properties known as 329-331 Front Street and 397-399 Front Street, hereafter referred to as "the services";

**AND WHEREAS** Rashotte Holdings wishes to proceed with connection to the services installed by the City under the Servicing Agreement;

**AND WHEREAS** Rashotte Holdings has agreed to repay Recoverable Costs to the City as defined under the Servicing Agreement and the parties hereto wish to enter into this Agreement to set out the terms of payment of the Recoverable Costs;

**NOW THEREFORE THIS AGREEMENT** witnesses that in consideration of the mutual covenants and Agreements hereinafter contained and other good and valuable consideration, the parties hereto covenant and agree as follows:

### 1. Definitions

All terms which are capitalized herein shall have the same definition as under the Servicing Agreement.

### 2. Affected Lands

The affected lands are described in Schedule "A" attached hereto as 329-331 Front Street and 397-399 Front Street (the "Rashotte Holdings Properties")

### 3. Recoverable Costs

The parties hereto acknowledge that the Recoverable Costs in respect of the Rashotte Holdings Properties are as calculated in Schedule "B" and are together with accrued interest at the rate of 3.0% per annum from July 13, 2015.

Recoverable Costs shall be paid in three (3) equal annual installments of principal together with accrued interest of \$\_\_\_\_\_ per annum commencing on the 13<sup>th</sup> day of July 2016 and including the 13<sup>th</sup> day of July 2018, as outlined in Schedule "C". Interest shall accrue both before and after maturity and default.

In the event of default of any payment or payment terms, in addition to any other remedies the City may have, such amounts as due shall be payable by the registered owners at the time of default of the subject lands to which the Recoverable Costs apply, forthwith, on demand. Such amounts, as due, shall be a charge against the lands and the City may add such amounts to the tax roll and collect in the same manner as taxes.

### 4. Registration of Agreement

Rashotte Holdings acknowledges that this Agreement may be registered by the City at the expense of Norman Springer in the applicable Land Registry/Land Titles Office against title to the Rashotte Holdings Properties.

This Agreement shall run with and bind the lands within the Rashotte Holdings Properties against which this Agreement is to be registered.

### 5. Further Assurances

Rashotte Holdings shall execute such further assurances as may be required from time to time by the City to give effect to this Agreement.

### 6. Successors and Assigns

- (a) This Agreement shall bind and benefit the parties hereto and the respective successors and assigns.
- (b) Rashotte Holdings agrees to give to every purchaser of all or any part of the lands actual notice of the existence of and the terms of this Agreement and to include an acknowledgement thereof in any Offer to Purchase or other similar document affecting the lands.

## 7. Dispute Resolution

- (a) If a dispute arises between Rashotte Holdings and the City which cannot be resolved within a reasonable time, the issue shall be determined by a panel of three (3) arbitrators; one arbitrator shall be appointed by Rashotte Holdings and a second arbitrator shall be appointed by the City. These two arbitrators shall appoint a third, who shall chair the arbitration. The determination of the arbitration panel, as applicable, shall be final and binding upon the City and Rashotte Holdings and there shall be no appeal from the determination.
- (b) The arbitration shall be governed by the provisions of the Arbitration Act, S.O. 1991, Chap. 17.
- (c) The arbitrator or the arbitration panel, whatever the case may be, shall determine which party should pay the costs of the arbitration or if the arbitrator or arbitration panel determine that both parties should pay the costs of the arbitration, the portion owed by each party.

## 8. Notice

Any notice given pursuant to or in connection with this Agreement shall be in writing and shall be conclusively deemed to be given and received on the third business day next following the date upon which it is mailed in Canada by prepaid registered post addressed to the person to be notified at the address of such person set forth below (or such other address as may be specified by such person from time to time by notice to all of the parties hereto):

To: M & R Rashotte Holdings Ltd.  
357 Front St.  
Belleville, ON K8N 2Z9

To: The Corporation of the City of Belleville  
City Hall  
169 Front Street  
Belleville, ON K8N 2Y8

## 9. Interpretation

- (a) The Schedules attached hereto are incorporated in and form part of this Agreement.



- (b) Every provision of this Agreement by which Rashotte Holdings is obliged in any way, shall be deemed to include the words "at the expense of Rashotte Holdings" unless the context otherwise requires.
- (c) The headings are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (d) All references to sections and subsections, unless otherwise specified, are to sections and subsections of this Agreement.
- (e) In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include all genders.
- (f) If any provision hereof is prohibited or unenforceable, such provision shall be deemed severable and shall not invalidate or render unenforceable the remainder of this Agreement.
- (g) No amendment, supplement, waiver or consent provided for by the provisions of this Agreement shall be effective unless submitted in writing and signed by the party against whom the enforcement of the amendment, supplement, waiver or consent is sought.
- (h) Time shall be of the essence of this Agreement.
- (i) Nothing herein contained shall create or be deemed to create a new joint venture or partnership between the parties hereto.
- (j) All Agreements herein contained, while not expressed to be covenants, shall be deemed to be covenants.
- (k) This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior Agreements, undertakings, declarations or representations, written or verbal in respect thereof, including the Servicing Agreement.
- (l) If more than one party comprises the owner, the obligations herein contained will be joint and several.

Signed, Sealed and Delivered  
In the presence of:

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Matthew MacDonald, City Clerk

**Schedule "A"**  
**Affected Lands**

Civic address and legal description of affected lands:

- 1) 329-331 Front Street  
Belleville, Ontario

Lot 4 and Part 3 of Lot 3, Registered Plan 99  
Part of Lot 34, E/S of Front Street, Government Plan  
Part 1 21R-11762  
PIN No. 40475-0047

- 2) 397-399 Front Street  
Belleville, Ontario

Lots 6 and 7  
Part of Lots 12, 13, 14, and 15  
Part of Lane, Registered Plan 71  
Part 1 21R-11421  
PIN No. 40475-0031

## Schedule "B" Recoverable Costs

### Costs for Service Upgrades City Centre Revitalization and Redevelopment Project

**Location:** 329-331 Front Street  
**Owner:** M & R Rashotte Holdings Ltd.

#### 1) Upgrade water service size to 329-331 Front Street from 25 mm to 150 mm.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
B17a	Credit - Reconstruct 25-mm Water Service (In Kind - City)	m	-15.0	\$ 240.00	(\$3,600.00)
B17c	Reconstruct 150-mm Water Service	m	15.0	\$ 300.00	\$ 4,500.00
B28	Rock Excavation for Sewers, Watermains, and Service Connections	m <sup>3</sup>	57.2	\$ 80.00	\$ 4,576.00
B30	Management & Disposal of Non-Hazardous Solid Materials (excess soil)	t	43.56	\$ 80.00	\$ 3,484.80
				Subtotal	\$ 8,960.80
				HST (13%)	\$ 1,164.90
<b>Total (1)</b>					<b>\$ 10,125.70</b>

**Location:** 397-399 Front St  
**Owner:** M & R Rashotte Holdings Ltd.

#### 2) Install new, additional 50-mm water service to 397 - 399 Front Street.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
B17c	Reconstruct 50-mm Water Service Connection	m	13.0	\$ 280.00	\$ 3,900.00
B28	Rock Excavation for Sewers, Watermains, and Service Connections	m <sup>3</sup>	19.5	\$ 80.00	\$ 1,560.00
B30	Management & Disposal of Non-Hazardous Solid Materials (excess soil)	t	9.36	\$ 80.00	\$ 748.80
F-B-2	Clear Stone Bedding for Water Service Connection	m <sup>3</sup>	2.32	\$ 60.00	\$ 139.20
				Subtotal	\$ 6,348.00
				HST (13%)	\$ 825.24
<b>Total (2)</b>					<b>\$ 7,173.24</b>

**GRAND TOTAL COSTS (1 and 2)      \$ 17,298.94**

Notes: m = metre, m<sup>3</sup> = cubic metre, t = metric tonne



**Schedule "C"**  
**Recoverable Costs Loan**

# Schedule C

City of Belleville  
M&R Rashotte Holdings Ltd

Start Date: 13-Jul-15  
Term: 3 years  
Payment amount 6,115.70  
Principal: 17,298.94  
Interest rate: 3.00%

	<u>Date</u>	<u>Opening</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Closing</u>
1	13-Jul-16	17,298.94	6,115.70	518.97	5,596.73	11,702.21
2	13-Jul-17	11,702.21	6,115.70	351.07	5,764.63	5,937.58
3	13-Jul-18	5,937.58	6,115.70	178.12	5,937.58	0.00
			<b>18,347.10</b>	<b>1,048.16</b>	<b>17,298.94</b>	

## AGREEMENT

Between:

**EMPIRE ALLIANCE FINANCIAL GROUP**

(hereinafter called "Empire Alliance")

Of the First Part

- and -

**THE CORPORATION OF THE CITY OF  
BELLEVILLE**

(hereinafter called the "City")

Of the Second Part

**WHEREAS** Empire Alliance wishes to upgrade the existing water service connection to the property known as 354-360 Pinnacle Street (a.k.a. 365 – 367 Front St.), hereafter referred to as "the services";

**AND WHEREAS** Empire Alliance wishes to proceed with connection to the services installed by the City under the Servicing Agreement;

**AND WHEREAS** Empire Alliance has agreed to repay Recoverable Costs to the City as defined under the Servicing Agreement and the parties hereto wish to enter into this Agreement to set out the terms of payment of the Recoverable Costs;

**NOW THEREFORE THIS AGREEMENT** witnesses that in consideration of the mutual covenants and Agreements hereinafter contained and other good and valuable consideration, the parties hereto covenant and agree as follows:

### 1. Definitions

All terms which are capitalized herein shall have the same definition as under the Servicing Agreement.

### 2. Affected Lands

The affected lands are described in Schedule "A" attached hereto as 354-360 Pinnacle Street (the "Empire Alliance Property")

### 3. Recoverable Costs

The parties hereto acknowledge that the Recoverable Costs in respect of the Empire Alliance Property are as calculated in Schedule "B" and are together with accrued interest at the rate of 3.0% per annum from July 13, 2015.

Recoverable Costs shall be paid in three (3) equal annual installments of principal together with accrued interest of \$\_\_\_\_\_ per annum commencing on the 13<sup>th</sup> day of July 2016 and including the 13<sup>th</sup> day of July 2018, as outlined in Schedule "C". Interest shall accrue both before and after maturity and default.

In the event of default of any payment or payment terms, in addition to any other remedies the City may have, such amounts as due shall be payable by the registered owners at the time of default of the subject lands to which the Recoverable Costs apply, forthwith, on demand. Such amounts, as due, shall be a charge against the lands and the City may add such amounts to the tax roll and collect in the same manner as taxes.

### 4. Registration of Agreement

Empire Alliance acknowledges that this Agreement may be registered by the City at the expense of Empire Alliance in the applicable Land Registry/Land Titles Office against title to the Empire Alliance Property.

This Agreement shall run with and bind the lands within the Empire Alliance Property against which this Agreement is to be registered.

### 5. Further Assurances

Empire Alliance shall execute such further assurances as may be required from time to time by the City to give effect to this Agreement.

### 6. Successors and Assigns

- (a) This Agreement shall bind and benefit the parties hereto and the respective successors and assigns.
- (b) Empire Alliance agrees to give to every purchaser of all or any part of the lands actual notice of the existence of and the terms of this Agreement and to include an acknowledgement thereof in any Offer to Purchase or other similar document affecting the lands.



## 7. Dispute Resolution

- (a) If a dispute arises between Empire Alliance and the City which cannot be resolved within a reasonable time, the issue shall be determined by a panel of three (3) arbitrators; one arbitrator shall be appointed by Empire Alliance and a second arbitrator shall be appointed by the City. These two arbitrators shall appoint a third, who shall chair the arbitration. The determination of the arbitration panel, as applicable, shall be final and binding upon the City and Empire Alliance and there shall be no appeal from the determination.
- (b) The arbitration shall be governed by the provisions of the Arbitration Act, S.O. 1991, Chap. 17.
- (c) The arbitrator or the arbitration panel, whatever the case may be, shall determine which party should pay the costs of the arbitration or if the arbitrator or arbitration panel determine that both parties should pay the costs of the arbitration, the portion owed by each party.

## 8. Notice

Any notice given pursuant to or in connection with this Agreement shall be in writing and shall be conclusively deemed to be given and received on the third business day next following the date upon which it is mailed in Canada by prepaid registered post addressed to the person to be notified at the address of such person set forth below (or such other address as may be specified by such person from time to time by notice to all of the parties hereto):

To: Empire Alliance Financial Group  
357 Front Street  
Belleville, ON K8N 2Z9

To: The Corporation of the City of Belleville  
City Hall  
169 Front Street  
Belleville, ON K8N 2Y8

## 9. Interpretation

- (a) The Schedules attached hereto are incorporated in and form part of this Agreement.

- (b) Every provision of this Agreement by which Empire Alliance is obliged in any way, shall be deemed to include the words "at the expense of S&A Investments" unless the context otherwise requires.
- (c) The headings are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (d) All references to sections and subsections, unless otherwise specified, are to sections and subsections of this Agreement.
- (e) In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include all genders.
- (f) If any provision hereof is prohibited or unenforceable, such provision shall be deemed severable and shall not invalidate or render unenforceable the remainder of this Agreement.
- (g) No amendment, supplement, waiver or consent provided for by the provisions of this Agreement shall be effective unless submitted in writing and signed by the party against whom the enforcement of the amendment, supplement, waiver or consent is sought.
- (h) Time shall be of the essence of this Agreement.
- (i) Nothing herein contained shall create or be deemed to create a new joint venture or partnership between the parties hereto.
- (j) All Agreements herein contained, while not expressed to be covenants, shall be deemed to be covenants.
- (k) This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior Agreements, undertakings, declarations or representations, written or verbal in respect thereof, including the Servicing Agreement.
- (l) If more than one party comprises the owner, the obligations herein contained will be joint and several.

Signed, Sealed and Delivered  
In the presence of:

**Schedule "A"**  
**Affected Lands**

Civic address and legal description of affected lands:

354-360 Pinnacle Street  
Belleville, Ontario

Part of Lots 36 and 39 W/S of Pinnacle Street, Government Plan  
Part of Lot 37 E/S of Front Street, Government Plan  
Part of Lots 15, 16, and 17, Registered Plan 71  
PIN No. 40475-0036  
Part 1 21R-6616

## Schedule "B" Recoverable Costs

### Costs for Service Upgrades City Centre Revitalization and Redevelopment Project

**Location:** 354-360 Pinnacle St

**Owner:** Empire Alliance Financial Group

1) Upgrade water service size to 354-360 Pinnacle Street from existing 50 mm to 200 mm.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
B17b	Credit - Reconstruct Existing Water Service Connection, 50-mm (In Kind - City)	m	-22.0	\$ 280.00	(\$6,160.00)
B19	200-mm Water Service Connection	m	22.0	\$ 480.00	\$ 10,560.00
B21	200mm Gate Valve	ea	1	\$ 2,400	\$2,400.00
B28	Rock Excavation for Sewers, Watermains, and Service Connections	m <sup>3</sup>	35.2	\$ 80.00	\$ 2,816.00
B30	Management & Disposal of Non-Hazardous Solid Materials	t	9.35	\$ 80.00	\$ 748.00
				Subtotal	\$ 10,364.00
				HST (13%)	\$ 1,347.32
				<b>TOTALCOSTS</b>	<b>\$ 11,711.32</b>

Notes:

m = metre

m<sup>3</sup> = cubic metre

t = metric tonne

**Schedule "C"**  
**Recoverable Costs Loan**



# Schedule C

City of Belleville

Empire Alliance Financial Group

Start Date: 13-Jul-15  
Term: 3 years  
Payment amount 4,140.31  
Principal: 11,711.32  
Interest rate: 3.00%

	<u>Date</u>	<u>Opening</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Closing</u>
1	13-Jul-16	11,711.32	4,140.31	351.34	3,788.97	7,922.35
2	13-Jul-17	7,922.35	4,140.31	237.67	3,902.64	4,019.71
3	13-Jul-18	4,019.71	4,140.31	120.60	4,019.71	0.00
			<b>12,420.93</b>	<b>709.61</b>	<b>11,711.32</b>	

## AGREEMENT

**Between:**

**MAURY FLUNDER**

(hereinafter called "Maury Flunder")

Of the First Part

- and -

**THE CORPORATION OF THE CITY OF  
BELLEVILLE**

(hereinafter called the "City")

Of the Second Part

**WHEREAS** Maury Flunder wishes to have additional, new water and wastewater service connections installed to the property known as 394-400 Front Street, hereafter referred to as "the services";

**AND WHEREAS** Maury Flunder wishes to proceed with connection to the services installed by the City under the Servicing Agreement;

**AND WHEREAS** Maury Flunder has agreed to repay Recoverable Costs to the City as defined under the Servicing Agreement and the parties hereto wish to enter into this Agreement to set out the terms of payment of the Recoverable Costs;

**NOW THEREFORE THIS AGREEMENT** witnesseth that in consideration of the mutual covenants and Agreements hereinafter contained and other good and valuable consideration, the parties hereto covenant and agree as follows:

### 1. Definitions

All terms which are capitalized herein shall have the same definition as under the Servicing Agreement.

### 2. Affected Lands

The affected lands are described in Schedule "A" attached hereto as 394-400 Front Street (the "Maury Flunder Property")

### 3. Recoverable Costs

The parties hereto acknowledge that the Recoverable Costs in respect of the Maury Flunder Property are as calculated in Schedule "B" and are together with accrued interest at the rate of 3.0% per annum from July 13, 2015.

Recoverable Costs shall be paid in three (3) equal annual installments of principal together with accrued interest of \$\_\_\_\_\_ per annum commencing on the 13<sup>th</sup> day of July 2016 and including the 13<sup>th</sup> day of July 2018, as outlined in Schedule "C". Interest shall accrue both before and after maturity and default.

In the event of default of any payment or payment terms, in addition to any other remedies the City may have, such amounts as due shall be payable by the registered owners at the time of default of the subject lands to which the Recoverable Costs apply, forthwith, on demand. Such amounts, as due, shall be a charge against the lands and the City may add such amounts to the tax roll and collect in the same manner as taxes.

### 4. Registration of Agreement

Maury Flunder acknowledges that this Agreement may be registered by the City at the expense of Maury Flunder in the applicable Land Registry/Land Titles Office against title to the Maury Flunder Property.

This Agreement shall run with and bind the lands within the Maury Flunder property against which this Agreement is to be registered.

### 5. Further Assurances

Maury Flunder shall execute such further assurances as may be required from time to time by the City to give effect to this Agreement.

### 6. Successors and Assigns

- (a) This Agreement shall bind and benefit the parties hereto and the respective successors and assigns.
- (b) Maury Flunder agrees to give to every purchaser of all or any part of the lands actual notice of the existence of and the terms of this Agreement and to include an acknowledgement thereof in any Offer to Purchase or other similar document affecting the lands.

## 7. Dispute Resolution

- (a) If a dispute arises between Maury Flunder and the City which cannot be resolved within a reasonable time, the issue shall be determined by a panel of three (3) arbitrators; one arbitrator shall be appointed by Maury Flunder and a second arbitrator shall be appointed by the City. These two arbitrators shall appoint a third, who shall chair the arbitration. The determination of the arbitration panel, as applicable, shall be final and binding upon the City and Maury Flunder and there shall be no appeal from the determination.
- (b) The arbitration shall be governed by the provisions of the Arbitration Act, S.O. 1991, Chap. 17.
- (c) The arbitrator or the arbitration panel, whatever the case may be, shall determine which party should pay the costs of the arbitration or if the arbitrator or arbitration panel determine that both parties should pay the costs of the arbitration, the portion owed by each party.

## 8. Notice

Any notice given pursuant to or in connection with this Agreement shall be in writing and shall be conclusively deemed to be given and received on the third business day next following the date upon which it is mailed in Canada by prepaid registered post addressed to the person to be notified at the address of such person set forth below (or such other address as may be specified by such person from time to time by notice to all of the parties hereto):

To: Maury Flunder  
PO Box 14  
Tamworth, Ontario  
KOK 3G0

To: The Corporation of the City of Belleville  
City Hall  
169 Front Street  
Belleville, Ontario  
K8N 2Y8

## 9. Interpretation

- (a) The Schedules attached hereto are incorporated in and form part of this Agreement.

- (b) Every provision of this Agreement by which Maury Flunder is obliged in any way, shall be deemed to include the words "at the expense of Maury Flunder" unless the context otherwise requires.
- (c) The headings are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (d) All references to sections and subsections, unless otherwise specified, are to sections and subsections of this Agreement.
- (e) In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include all genders.
- (f) If any provision hereof is prohibited or unenforceable, such provision shall be deemed severable and shall not invalidate or render unenforceable the remainder of this Agreement.
- (g) No amendment, supplement, waiver or consent provided for by the provisions of this Agreement shall be effective unless submitted in writing and signed by the party against whom the enforcement of the amendment, supplement, waiver or consent is sought.
- (h) Time shall be of the essence of this Agreement.
- (i) Nothing herein contained shall create or be deemed to create a new joint venture or partnership between the parties hereto.
- (j) All Agreements herein contained, while not expressed to be covenants, shall be deemed to be covenants.
- (k) This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior Agreements, undertakings, declarations or representations, written or verbal in respect thereof, including the Servicing Agreement.
- (l) If more than one party comprises the owner, the obligations herein contained will be joint and several.

Signed, Sealed and Delivered  
In the presence of:

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Matthew MacDonald, City Clerk

5



**Schedule "A"**  
**Affected Lands**

Civic address and legal description of affected lands:

394 – 400 Front Street  
Belleville, Ontario

Part of Lots 67 and 68 W/S of Front Street Hasletts Plan  
Part 3 21R-7046  
PIN No. 40475-0180

## Schedule "B" Recoverable Costs

### Costs for Service Upgrades City Centre Revitalization and Redevelopment Project

**Location:** 394-400 Front St.

**Owner:** Flunder, Maury

#### 1) New additional 100-mm Water Service to 400 Front Street.

ITEM	SPEC. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
<b>SECTION B - UNDERGROUND WORKS</b>						
B17c	ESD, OPSS 401	Reconstruct Existing Water Service Connections, 100-150mm (SS-WD-1140)	m	7.0	\$ 300.00	\$ 2,100.00
B28	OPSS 403, SP	Rock Excavation for Sewers, Watermains, and Service Connections	m <sup>3</sup>	11.2	\$ 80.00	\$ 896.00
B30	OPSS 180, SP	Management & Disposal of Non-Hazardous Solid Materials	t	7.14	\$ 80.00	\$ 571.20
					Subtotal	\$ 3,567.20
					HST (13%)	\$ 463.74
<b>Total (1)</b>						<b>\$ 4,030.94</b>

#### 2) New additional 125-mm Sanitary Service to 400 Front Street.

ITEM	SPEC. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
<b>SECTION B - UNDERGROUND WORKS</b>						
B3	OPSS 410, SP	Reconstruct Existing Sanitary Service Connections (DR 28)	m	12.0	\$ 260.00	\$ 3,120.00
B28	OPSS 403, SP	Rock Excavation for Sewers, Watermains, and Service Connections	m <sup>3</sup>	6.12	\$ 80.00	\$ 489.60
B30	OPSS 180, SP	Management & Disposal of Non-Hazardous Solid Materials	t	9.12	\$ 80.00	\$ 729.60
					Subtotal	\$ 4,339.20
					HST (13%)	\$ 564.10
<b>Total (2)</b>						<b>\$ 4,903.30</b>

<b>GRAND TOTAL COSTS (1 AND 2)</b>	<b>\$8,934.23</b>
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Notes: m = metre; m<sup>3</sup> = cubic metre; t = metric tonne

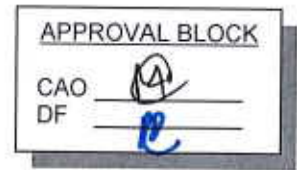
**Schedule "C"**  
**Recoverable Costs Loan**

# Schedule C

City of Belleville  
Maury Flunder

Start Date: 13-Jul-15  
Term: 3 years  
Payment amount: 3,158.52  
Principal: 8,934.23  
Interest rate: 3.00%

	<u>Date</u>	<u>Opening</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Closing</u>
1	13-Jul-16	8,934.23	3,158.52	268.03	2,890.49	6,043.74
2	13-Jul-17	6,043.74	3,158.52	181.31	2,977.21	3,066.53
3	13-Jul-18	3,066.53	3,158.52	91.99	3,066.53	0.00
			9,475.56	541.33	8,934.23	



**CITY OF BELLEVILLE**  
**Pat McNulty, Manager of Transportation & Fleet Services**  
**Environmental & Operational Services**  
**Report No. MT&FS-2015-34**  
**December 14, 2015**

**To: Mayor and Members of Council**

**Subject: Purchase of new transit bus**

**Recommendations:**

**“THAT Section 8, Requests for Tender, of the City’s Purchasing By-law Number 2011-101, be waived; and**

**THAT the quotation from Nova Bus for the purchase of a 2014 Transit Bus be accepted in amount of \$440,395.00 plus \$57,251.35 HST, for a total amount of \$497,646.35, and that the Mayor and City Clerk be authorized to sign the Acceptance Agreement on behalf of The Corporation of the City of Belleville and that the City Clerk be authorized to affix the Corporate Seal.”**

**Strategic Plan Alignment:**

The City of Belleville’s Strategic Plan identifies nine strategic themes. This report aligns with the “Transportation and Mobility” strategic theme to “Develop a viable, affordable and accessible public transit system that addresses the needs of our citizens”.

**Background:**

Council approved Issue 1.045 in the 2016 Capital Budget for a new transit bus for the route expansion in the amount of \$500,000.00, being funded through the Provincial Gas Tax.

Historically, Fleet Services purchases the City’s Transit buses directly from the manufacturer, Nova Bus. This is to facilitate warranty servicing and the customer service they provide. Familiarity and configuration of the Nova Buses also allows for operational savings such as a minimized parts inventory, reduced bus down time, driver familiarization and maintenance training.

Following discussions with Nova Bus, management was advised that there were three buses left over from a previous New York City contract and they were being sold at a discount, first come first serve basis. Nova Bus committed to hold a unit until approved by Belleville City Council.

**Financial/Analysis:**

The bus is a 2014 Nova Demo Bus L840-3 with 17,000 travelling kilometers. The floor layout is the same, albeit some improved differences from our current models, such as an onboard security camera, driver security enclosure, Axion destination sign system and new metric speedometer head. These additional features come at no extra cost.

This bus will also use Provincial and Federal legislation mandated emissions control systems such as urea and an electrical cooling system that allows for noise reduction and decrease fuel consumption.

The price outlined in the table below was provided by Nova Bus for the 2014 Nova Demo Bus L840-3.

	Amount	13% HST	Total Bid Amount	Net Cost to City*	Budget Amount
<b>Nova Demo Bus</b>	\$440,395.00	\$57,251.35	\$497,646.35	\$448,145.95	\$500,000.00

The following chart illustrates the prices paid by the City of Belleville for the last four transit buses purchased.

Year	Tender Amount	Price Taxes Included	Quantity	
2009	\$435,800.00	\$492,454.00	3	New
2010	\$442,300.00	\$499,799.00	2	New
2011	\$452,727.00	\$511,581.51	1	New
2012	\$457,384.00	\$516,843.92	1	Demo Bus

Due to the sliding Canadian dollar, purchasing a new 2016 bus at this time would result in an increase of approximately 6% from the last bus the City purchased in 2012. Management is confident that the 2014 Nova Demo Bus L840-3 will fulfill the needs of the City and its transit passengers.

**Conclusion:**

It is recommended that Section 8, Requests for Tender, of the City's Purchasing By-law Number 2011-101 be waived to allow Transportation & Fleet Services to purchase the 2014 Nova Demo Bus L840-3.

Respectfully submitted,



Pat McNulty C.E.T.  
Manager of Transportation & Fleet Services  
Environmental & Operational Services





APPROVAL BLOCK

CAO

*KAB*

## **CITY OF BELLEVILLE**

**Brian T. Cousins, Director of Finance/Treasurer**

**Finance Department**

**Report No. DF-2015-23**

**December 14, 2015**

**To:** Mayor and Members of Council

**Subject:** 2015 City-Wide Development Charges

### **Recommendations:**

"THAT pursuant to the Director of Finance/Treasurer's Report No. DF-2015-23 regarding the 2015 City-Wide Development Charges, Council approve the 2015 Development Charges Background Study dated November 20, 2015, and

THAT City Council approve the 2015 City-Wide Development Charges (Schedule "A" to this Report); and

THAT the City implement a three (3) year phase-in of the full calculated Development Charges Fees effective January 1, 2016; and

THAT City Council determines that no further public meetings are required on this matter; and

THAT in accordance with the provisions set out in the Director of Finance/Treasurer's Report No. DF-2015-23, a by-law to approve the 2015 City-Wide Development Charges be prepared for Council's consideration; and

THAT By-Law No. 2011-196, being a by-law to levy Area Specific Development Charges in the South Loyalist Secondary Plan be RESCINDED."

**Strategic Plan Alignment:**

The City of Belleville's Strategic Plan identifies nine strategic themes. This Report aligns with two (2) of the strategic themes; "Industrial and Commercial Development" and the objective to "ensure suitable serviced employment lands are available to meet the needs of all potential industrial and commercial investments", and "Residential Development" and the objective to "plan for residential growth to meet our needs for 20 years".

**Background:**

The 2014 Development Charges (D.C.) Background Study dated August 19, 2014 identified a significant increase in the proposed schedule of charges. Council adopted By-Law 2014-140 on September 8, 2014. This D.C. by-law basically froze the D.C. at the current rates for one (1) year until adequate consultation with Quinte Home Builder's Association (QHBA), Chamber of Commerce, the public, and the development community had occurred.

Eleven months passed until QHBA contacted the City with respect to the 2014 D.C. Background Study. Consequently, on September 8, 2015 Council adopted an extension of By-Law No. 2014-140 from September 8, 2015 to September 8, 2016. The extension of the by-law expiry date will allow the City to maintain its current D.C.'s while providing additional time again to address outstanding issues with the development industry stakeholders.

At the September 8, 2015 Council meeting, Council directed that staff also investigate a 3 – 5 year phase-in and continue to work with QHBA and invite the Chamber of Commerce into the discussions. Council also requested that the process and consultation commence as soon as possible with the anticipation that this issue will be brought forward before 2016 and prior to major construction activity.

For Council's information the Development Charges Act commenced in 1991. Since that time Watson and Associates Economists Ltd., QHBA, and the current City Treasurer have worked together to produce an acceptable Background Study and D.C. Fees for Council's consideration.

**Analysis:**

The current D.C. Fees have been frozen since January 2014. In addition, the Building Permit Fee has been frozen during this period of time as well. It should also be noted that the Background Study and recommendation presented rescinds the Area Specific Development Charges for the South Loyalist Secondary Plan. This has the effect of lowering the D.C. Fees for new construction activity in this area. (The D.C. Fees were \$5,362 per residential unit and \$4.88 per sq. ft. for non-residential development.)

The 2015 Development Charges Background Study dated November 20, 2015 has been amended and revised since last presented on September 8, 2015 after consultation with QHBA and Chamber of Commerce. The Background Study identifies \$250.7 million in anticipated Capital needs for City-wide services. Funding for these anticipated Capital needs is anticipated as follows:

Benefit to Existing Development	\$148.2 million
D.C. Recoverable – future D.C.'s	\$ 44.3 million
Past Period Benefit	\$ 40.5 million
Reserve Fund adjustment – past D.C.'s	\$ 17.1 million
10% Statutory Deduction	\$ 0.6 million

Of the current D.C. recoverable Capital costs, residential D.C.'s would recover \$29.4 million of eligible costs while non-residential could recover \$14.9 million of eligible costs. The remaining funding of the proposed \$250.2 million in Capital needs will come from property taxes, debentures, other reserve funds, water rates and sewer rates.

#### Development Charges Fees:

The City's calculated D.C. Fees as per Background Study is as follows (with current Fees):

	<b>Current</b>	<b>Calculated</b>
Residential with Water/Wastewater	\$9,614	\$11,376
Residential without Water/Wastewater	\$4,789	\$7,910
Commercial with Water/Wastewater (sq.ft.)	\$ 4.19	\$ 4.53
Commercial without Water/Wastewater (sq.ft.)	\$ 1.95	\$ 2.96
Industrial	\$ 0.00	\$ 0.00

The current D.C. Fees will expire on September 8, 2016. The Background Study recommends the D.C. Fees change January 1, 2016 prior to the construction period. Alternatively, Council could decide on an alternative date, or decide on a different D.C. amount. Should Council opt for a Fee lower than the calculated charge, the funding shortfall from D.C.'s will have to be funded from property taxes, other discretionary Capital Reserve Funds, debentures, or user fees. Alternatively, the growth-related Capital projects identified in the Background Study could be deferred/delayed/or downsized should sufficient funds be unavailable from D.C.'s.

#### Indexing:

The Regulation under the Development Charges Act specifies the use of the Statistics Canada Quarterly, "Construction Price Statistics" for indexing purposes. The D.C.'s Fees were last indexed at 0.3% on January 1, 2014. The Background Study recommends the D.C. Fees be indexed January 1, 2017.

Timing of Calculation and Payment:

The current by-law states that Development Charges shall be calculated and payable in full on the date the Building Permit is issued. QHBA has proposed that the payment of Development Charges be deferred until a later date, such as the time of the house closing, rather than being due at the time of the issuance of the Building Permit. This is designed to assist developers with cash flow reflective of the slow economic situation.

Section 26 of the Development Charges Act states that a Development Charge is payable upon a Building Permit being issued, unless the by-law provides otherwise with respect to a plan of subdivision. However, Section 27 of the Act allows for an agreement between the municipality and any person required to pay Development Charges to pay any or all of the Development Charges at a different time. A Section 27 agreement supersedes the Section 26 requirement of payment at the issuance of a Building Permit. Section 27 also allows a municipality to charge interest on the deferred payments.

It is clear that the Act allows for an agreement to defer payment of Development Charges under Section 27. However, there are concerns with this deferral of payment of Development Charges and can be summarized under application, administration and enforcement.

Application:

The decision to enter into Section 27 agreements with certain builders and not with other builders brings with it potential problem of discrimination and favoritism complaints (i.e. QHBA members vs non-members or residential builders vs commercial builders). Such agreements would have to be justified in each case on the basis of sound policy decisions, requiring staff recommendations and Council approval.

Administration:

With payment being due in full on the issuance of a Building Permit, there are very few administration issues with respect to the collection of Development Charges. If payment is deferred, administration can become difficult due to the following factors:

- 1) tracking closing date;
- 2) changing closing date;
- 3) tracking payment of Development Charges.

Although not an impossible task, administration of deferred payments would certainly be much more cumbersome for the City.



**Enforceability:**

With the current system, the municipality has leverage to ensure payment of the Development Charges. The developer needs a Building Permit and the City needs the Development Charges. If the payment is deferred to a later date, the City loses its leverage to enforce payment of the Development Charges. If a developer does not pay the Development Charges at the deferred date, it is much more difficult for the City to enforce payment. If a developer goes out of business (i.e. it may be a project specific limited company), the City may lose Development Charges as the homeowner would not be party to the deferred charge agreement.

Therefore it is recommended that the current system requiring payment of Development Charges at the issuance of a Building Permit be maintained. QHBA submitted the identical request in 2010 and Council denied the request then.

**Phase-In of Development Charges:**

On September 8, 2015 Council directed that staff bring forward a Report to Council, with phase-in options over 3 – 5 years, for consideration at the December 2015 Council meeting. QHBA suggest a five (5) year phase-in. Staff have provided the following three (3) year or five (5) year phase-in. Alternatively, Council could decide a no phase-in and establish the D.C. Fees at the fully calculated rate effective January 1, 2016.

If Council approves a three (3) year phase-in, the D.C. Fees will be as follows (start date January 1, plus mandatory indexing):

	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
Residential with Water/Wastewater	\$10,201	\$10,789	\$11,376	\$11,376	\$11,376
Residential without Water/Wastewater	\$ 6,735	\$ 7,323	\$ 7,910	\$ 7,910	\$ 7,910
Commercial with Water/Wastewater	\$ 4.30	\$ 4.42	\$ 4.53	\$ 4.53	\$ 4.53
Commercial without Water/Wastewater	\$ 2.73	\$ 2.85	\$ 2.96	\$ 2.96	\$ 2.96
Industrial	\$ 0.0	\$ 0.0	\$ 0.0	\$ 0.0	\$ 0.0

If Council approves a five (5) year phase-in, the D.C. Fees will be as follows (start date January 1, plus mandatory indexing):

	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
Residential with Water/Wastewater	\$,9,966	\$10,319	\$10,671	\$11,024	\$11,376
Residential without Water/Wastewater	\$ 6,500	\$ 6,853	\$ 7,205	\$ 7,558	\$ 7,910
Commercial with Water/Wastewater	\$ 4.26	\$ 4.33	\$ 4.39	\$ 4.46	\$ 4.53
Commercial without Water/Wastewater	\$ 2.69	\$ 2.76	\$ 2.82	\$ 2.89	\$ 2.96
Industrial	\$ 0.0	\$ 0.0	\$ 0.0	\$ 0.0	\$ 0.0

If Council approves any phase-in, there will be a delay in the collection of D.C.'s and the funding of the identified Capital projects.

Council had previously approved a three (3) year phase-in in 2010 for the City-Wide D.C.'s. QHBA requested a three (3) year phase-in also. According to the Background Study, the foregone revenue due to the D.C. Reserve Fund is approximately \$1.6 million for the implementation of a phase-in. This amount is due to the D.C. Reserve Fund and must be returned either through re-allocation from discretionary Capital Reserve Funds and/or property taxes and/or user rates. This issue will be decided at the 2016 Operating Budget deliberation.

Exemptions:

Industrial development has been exempt since 1991. According to the Background Study, the foregone revenue due to the D.C. Reserve Fund is approximately \$4.9 million. This amount is due to the D.C. Reserve Fund and must be returned either through re-allocation from discretionary Capital Reserve Funds and/or property taxes and/or user rates. This issue will be decided at the 2016 Operating Budget deliberation.

Reserve Fund Adjustment:

The amount of \$17.1 million has been applied against future spending requirements for all services as required under Section 35 of the Development Charges Act. This information is presented in Section 4.6 of the Background Study and consists of the following:

Cash	\$10.9 million
Exemption Top Up	\$ 4.9 million
Phase-in Provision	<u>\$ 1.6 million</u>
Total	<u>\$17.4 million</u>

**Conclusion:**

Development Charges are imposed to help pay for growth related Capital projects. Through the annual Capital Budget, growth related projects are identified and Development Charges are collected and applied to address these costs.

Alternatively, in the absence of Development Charges, the costs would be collected by means of the tax levy or user fees.

Respectfully submitted,



Brian T. Cousins, CPA, CMA  
Director of Finance/Treasurer

BTC:em

Attachment: Schedule "A"



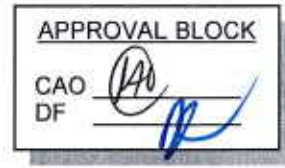
City of Belleville  
2015 Development Charges Background Study  
3-year Phase-in Option

City Wide Development Charges (Rural Area)

Year	RESIDENTIAL				NON-RESIDENTIAL
	Single & Semi Detached	Duplex & Apartments 2 Bedrooms +	Apartments Bach. & 1 Bedroom and Special Care	Multiples	(per ft <sup>2</sup> of Gross Floor Area)
2015 (Current)	\$ 4,789	\$ 3,393	\$ 1,948	\$ 3,328	\$ 1.95
2016	\$ 6,735	\$ 4,743	\$ 2,667	\$ 4,715	\$ 2.73
2017	\$ 7,323	\$ 5,141	\$ 2,862	\$ 5,385	\$ 2.85
2018	\$ 7,910	\$ 5,540	\$ 3,056	\$ 6,054	\$ 2.96
2019	\$ 7,910	\$ 5,540	\$ 3,056	\$ 6,054	\$ 2.96
2020	\$ 7,910	\$ 5,540	\$ 3,056	\$ 6,054	\$ 2.96

City Wide Development Charges (Urban Area)

Year	RESIDENTIAL				NON-RESIDENTIAL
	Single & Semi Detached	Duplex & Apartments 2 Bedrooms +	Apartments Bach. & 1 Bedroom and Special Care	Multiples	(per ft <sup>2</sup> of Gross Floor Area)
2015 (Current)	\$ 9,614	\$ 6,772	\$ 3,812	\$ 6,698	\$ 4.19
2016	\$ 10,201	\$ 7,171	\$ 4,006	\$ 7,367	\$ 4.30
2017	\$ 10,789	\$ 7,569	\$ 4,201	\$ 8,037	\$ 4.42
2018	\$ 11,376	\$ 7,968	\$ 4,395	\$ 8,706	\$ 4.53
2019	\$ 11,376	\$ 7,968	\$ 4,395	\$ 8,706	\$ 4.53
2020	\$ 11,376	\$ 7,968	\$ 4,395	\$ 8,706	\$ 4.53



**CITY OF BELLEVILLE**  
**Mark Fluhrer, Director**  
**Recreation, Culture & Community Services**  
**Report No. DRCCS-2015-22**  
**December 14, 2015**

**To: Mayor and Members of Council**

**Subject: Belleville Community Arts & Culture Fund – Next Steps**

**Recommendation:**

“THAT Councillor Panciuk be appointed to the Belleville Community Arts & Culture Fund Review Team as outlined in Director of Recreation, Culture & Community Services Report No. DRCCS-2015-22 and;

THAT public notification of the Belleville Community Arts & Culture Fund, application process for the 2015 allocation of \$25,000 be made in December 2015.”

**Strategic Plan Alignment:**

The City of Belleville’s Strategic Plan identifies nine strategic themes. The report aligns with the ‘Culture and Recreation’ theme.

**Background:**

Based upon the recommendations of management and the Grant Committee and direction provided by Council, the next steps in this process can be undertaken.

On February 9, 2015, City Council directed management to submit a proposed Terms of Reference for administration of the Belleville Community Arts & Culture Fund as part of the 2015 City of Belleville Operating Budget.

In accordance with the direction provided by Council at the meeting of February 9, 2015, please prepare the ‘Terms of Reference’ for the ‘Community Arts and Culture Fund’ as well as the administrative protocols be prepared and presented to Council for consideration at the 2015 Operating Budget deliberations.

On April 14, 2015, City Council approved and directed as follows:

***“THAT Council approve \$25,000 of Veridian proceeds to the Belleville Arts & Culture Fund, and;***

***THAT Council approve in principle the ‘Draft’ Terms of Reference as attached and develop Administrative Protocols and bring back to Council for review and approval.”***

The previously approved Veridian proceeds are being transferred as an investment in Belleville’s cultural capital to foster cultural vitality and to increase the capacity of the arts community to create and produce artistic work of performance. It enhances the community’s cultural life and cultural economy and helps promote financial stability and sustainability. The Belleville Community Arts & Culture Fund (BCACF) monies for each year are contingent on City Council budget decisions.

The following was approved by Council at the recent 2016 Operating Budget sessions:

*“THAT Council approve the Terms of Reference for the Belleville Community Arts & Culture Fund and corresponding Administrative Protocols as attached; and*

*THAT the Grant Committee be directed to make recommendation of the names of the appointed persons for The Belleville Arts & Culture Fund Review Team; and*

*THAT the Grant Committee be directed to report back to Council with the recommended grant recipients in the second quarter of 2016 for review and approval by Council.”*

The Grant Committee at its meeting of December 10, 2015 approved the following recommendation:

***“THAT Councillor Panciuk be appointed to the Belleville Community Arts & Culture Fund Review Team as outlined in Director of Recreation, Culture & Community Services Report No. DRCCS-2015-22 and;***

***THAT public notification of the Belleville Arts & Cultural Fund, application process for the 2015 allocation of \$25,000 be made in December 2015.”***

The Grant Committee also approved the following recommendation:

***“The Belleville Community Arts & Culture Fund Review Team members be named as follows:***

- **Chair – Councillor Mitch Panciuk – Grant Committee- Chair, Councillor & Representative**
- **Gary McLeod – Vice President of the Quinte Arts Council - Representative**
- **Member of the Arts Community – TBD**
- **Richard Hughes – President Hastings County Historical Society - Cultural Community Representative**
- **Susan Holland – Curator of the J.M. Parrott Art Gallery Representative**
- **Amanda Hill – Acting Archivist Community Archives of Belleville & Hastings County Representative**
- **Rona Rustige – Curator Glanmore National Historic Site – Representative.”**

### **Financial/Analysis:**

This provides the Grant Committee and Council the opportunity to make the announcement in 2015 of the 2015 allocation of \$25,000.

On April 14, 2015 Council approved the 2015 allocation of \$25,000 to the Belleville Community Arts & Culture Fund and further, in November 2015, during the 2016 Operating Budget sessions, Council approved \$25,000 funding for 2016 from Veridian proceeds.

### **Conclusion:**

The Grant Committee recommends the above-noted appointments to the Belleville Community Arts & Culture Fund Review Team.

It is also recommended that public notification of the Belleville Community Arts & Culture Fund application process for the 2015 allocation of \$25,000 be initiated in December 2015.

A report will be brought to Council at the February 8, 2016 meeting, for approval of the Grant Committee's recommendation of the allocation of \$25,000 in funds from the Belleville Community Arts & Culture Fund, 2015 allocation, to various successful applicants.

Within the February 8, 2016 report, management and the Grant Committee will seek approval of Council to make a second public call for applications to the Belleville Community Arts & Culture Fund immediately thereafter, based on approved guidelines.

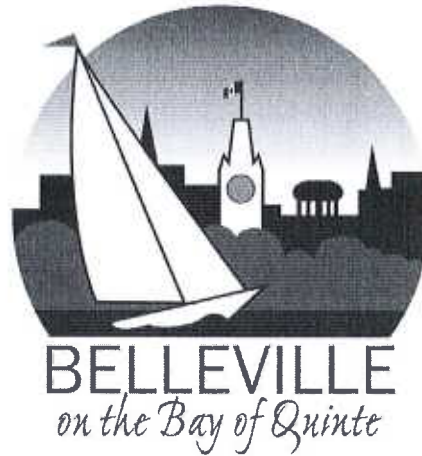
Finally, the Grant Committee will report back to Council with recommendations for funding approvals of the 2016 funding allocation from Council in the second quarter of 2016.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'Mark Fluhrer', with a long, sweeping horizontal line extending to the right.

Mark Fluhrer  
Director

Attachments: Schedule A – City of Belleville Arts Council Plan  
Schedule B – Terms of Reference  
Schedule C - Draft BCACF Application Form



**City of Belleville**

**Administration Guidelines**

**Belleville Community Arts & Culture Fund**

**Approved  
November 2015**





## **City of Belleville Proposed Plan**

### **Administration Guidelines**

### **Belleville Community Arts & Culture Fund**

#### **A. Introduction and Overview – The City of Belleville Community Arts & Culture Fund**

**The City of Belleville Community Arts & Culture Fund (BCACF)** provides grants to local art groups and organizations to foster creativity at all levels and enrich how Belleville residents experience and engage with the arts. It is important that diverse identities, perspectives, languages, cultures and artistic practices are recognized, experienced and supported. It is acknowledged that this program should be accessible to all, and as the administrator the City of Belleville (COB) will endeavor to ensure it is responsive to the needs identified by the community by facilitating BCACF to nurture the quality and capacity of the arts, artists and arts sector in Belleville.

#### **Background:**

On February 9, 2015, City Council directed City staff to submit a proposed Terms of Reference for administration of the BCACF as part of the 2015 City of Belleville Operating Budget.

In accordance with the direction provided by Council at the meeting of February 9, 2015, please prepare the 'Terms of Reference' for the 'Community Arts and Culture Fund' as well as the administrative protocols be prepared and presented to Council for consideration at the 2015 Operating Budget deliberations.

The proposed public funds are transferred as an investment in Belleville's cultural capital to foster cultural vitality and to increase the capacity of the arts community to create and produce artistic works of performance. It enhances the community's cultural life and cultural economy and helps promote financial stability and sustainability, but as noted above, BCACF Program funding for each year is contingent on City Council budget decisions.



## **The Belleville Community Arts & Culture Fund Review Team:**

The COB Grant Committee will ensure that the BCACF is properly administered and make recommendation to Council each year as to who receives grants and the value of each grant. The Grant Committee will discuss the make-up of the Belleville Community Arts & Culture Fund Review Team (BCACFRT). The BCACFRT will be a seven (7) member team made up of:

- Council Member on the Grant Committee (who will act as Chair)
- One representative from the Quinte Arts Council (QAC)
- One representative of the Belleville Arts Community
- One member of the Cultural Community
- The Curator of the J.M. Parrott Art Gallery
- The Archivist of the Community Archives of Belleville and Hastings County.
- The Curator of the Glanmore National Historic Site of Canada

As Belleville's umbrella arts organization, the QAC has the necessary expertise, understanding of and contacts within the arts community to one day potentially carry out the administration successfully. It is able to draw on the arts community to provide jurors for the *peer assessment* required. The model described in this Plan (future end model proposed) for Administration is consistent with models in other municipalities.

## **Application Assessment:**

Once received and stamped by City officials as being on time and complete, applications are reviewed by the BCACFRT and are administered in a City-wide context, by *peer assessment* through the Jury component (hereafter referred to as the Jury) of the City of Belleville (COB) Grants Committee's and the BCACFRT. The Jury members will be representative of the arts, arts professionals, practitioners and/or persons who are knowledgeable in the arts with high standing within the arts community, knowledgeable about the COB context and the broader arts environment and, where possible, reflective of the gender, demographic and cultural diversity of the COB. Conflict of interest rules have been established for all members of the Grant Committee and BCACFRT. Other volunteers and staff associated with administration of the BCACFRT. These rules, committee membership and responsibilities are described in detail later in this document.

Funding provided by the City under this program, as administered by the COB, **must be used to further the applicant's non-profit activities and may not be used to further profit venture or for-profit partner.** It must also not be intended or used for major

**capital purposes including but not restricted to the purchase of land, equipment, fixtures or physical facilities.**

Successful applications will acknowledge the COB in a manner acceptable to the City's Corporate Communications, Legal Services and Recreation, Culture & Community Services Department. Acknowledgement protocols will be specified by the COB at the time of awarding the grants.

The COB Grants Committee reviews the guidelines and effectiveness of the administrative procedure of the BCACF program annually. If there are substantive amendments recommended they will be referred to COB Council.

Please find the following:

- The COB Plan for the Administration of Belleville Community Arts & Culture Funding 2015;
- Appendix A: Policy Statement Regarding Non-Profit Eligibility (Project);
- Appendix B: Glossary of Terms (Note – Terms that appear in *italics* in this document are defined in the Glossary).

## **B. Belleville Community Arts & Culture Fund (BCACF)**

### **B1. Objectives**

The objectives of BCACF are to nurture the capacity of the arts, artists and the arts sector in Belleville while fostering creativity, encouraging social cohesion, enhancing quality of life and stimulating economic development through direct investment.

#### **B.1.a. Objectives: City of Belleville**

- i. Foster creativity within the Belleville community at all levels;
- ii. Enrich how all Belleville residents experience and engage with the arts to encourage awareness, understanding, appreciation, participation, inclusion, diversity and access;
- iii. Leverage arts and culture to assert Belleville's distinctiveness and to stimulate economic development and tourism;
- iv. Ensure that arts funding aligns with that of comparable municipalities; and
- v. Bring provincial, national and international recognition to Belleville as a centre for the arts and culture.

### **B.1.b. Objectives: Arts Sector**

- i. Leverage municipal investments in the arts sector to increase their profile, capacity, quality, professionalism, impact, relevance and sustainability;
- ii. Foster innovation, collaboration and excellence among emerging and established professional practices across a spectrum of artistic disciplines and modes of expression;
- iii. Seek professional development opportunities that benefit the arts sector and that impact the community at different levels;
- iv. Pursue projects, programming and operations that are both creative and well managed and that align with the City of Belleville's strategic objectives;
- v. Ensure that projects, programming and operations foster inclusion, diversity and access within the arts; and
- vi. Emphasize partnership building with other sectors and orders of government to encourage diversity in terms of access and funding.

## **C. Scope**

### **Categories of Funding**

At this time, the BCACF is comprised one funding category: **'Project Grants'**.

#### **C.1. Project Grants**

**The amount allocated to this pool is normally between 30 and 50% of total available funds. Until City Council enacts a 'core based funding model' all of the allocated funds to the BCACF will be directed to Project Grants.**

#### **C.2.a. Purpose of the Project Grants Program**

The purpose of the Project Grants Program is to support the creation and presentation of arts projects that reflect the objectives of the BCACF as recommended by the Grants Committee and approved by COB Council.

#### **C.2.b. Term of Project Grants**

Project Grants are awarded for a term of one year.

Applications for projects that recur must be submitted annually and will be adjudicated based on the following:

- i. Success of the project in the previous year;
- ii. Innovation within the project; and
- iii. Availability of funds in the context of the priorities for funding.

### **C.2.c. Eligibility** (see also Appendix B)

In order to apply for an *eligible arts project* groups must be located in the COB and be one of the following:

- i. An incorporated *non-profit arts organization*;
- ii. A *charitable arts organization*;
- iii. An incorporated *non-profit organization*;
- iv. An incorporated *artist collective* (defined as 3 or more individuals) using an eligible sponsor;
- v. An unincorporated *community collective* (defined as 3 or more individuals) using an eligible sponsor;
- vi. An unincorporated *artist collective* agreeing to and meeting all conditions listed in C.2.d.;
- vii. An unincorporated community collective agreeing to and meeting conditions listed in C.2.d.

Each organization or collective may apply for support for one project each year.

### **C.2.d. Sponsors and Collectives**

- i. In the case of collectives, in order to satisfy the BCACF requirements for proof of insurance, reports and financial statements, any incorporated non-profit or *charitable organization* in Belleville, may agree to sponsor a collective's application to BCACF. It is the responsibility of the unincorporated collective that wishes to receive BCACF funding through this sponsor to complete the application. The Sponsor will also sign the application and include a letter of support for the project that identifies the Sponsor's support and financial agreement if any, with the collective. The City may look to the partnering *sponsor* for final reports on the project should the collective not provide them as required.
- ii. The sponsoring organization may apply for its own project in addition to one sponsored project in each grant cycle.
- iii. Organizations receiving BCACF Operating Funds may *sponsor artist or community collectives* for Project Grants in the same year.



- iv. In the case of collective applying directly to BCACF without support of a sponsor, the applicants must all be listed on and sign the application and grant agreement. In addition the applications must submit two letters of reference from individuals who can speak to the collective's ability to execute the proposed project as set out in the application.
- v. Collectives, as described in (iv) above are also required to satisfy the BCACF requirements for proof of insurance and reports and to establish or to possess a bank account in the name of the collective. Payment of the grant cheque will not be issued to any individual member within the collective.
- vi. Collectives, as described in (iv) above may be required as part of their BCACF agreement to provide additional communication reports to the BCACF staff in order to provide sufficient accountability on the use of funds.

#### **C.2.e. Co-Projects/Joint Projects**

- i. Applicants that co-produce or otherwise work with a project partner (either non-profit or for-profit) will be required to identify the lead partner, state the terms of the *co-project*, and the manner in which the duties and responsibilities will be shared.
- ii. Applications will also be required to identify the division of project costs or budget responsibilities, as well as the distribution of any potential project *surplus or deficit*.
- iii. The jury may require a copy of the partners or co-producers agreement prior to the delivery of the BCACF grant.
- iv. As a general rule, it is expected that either the non-profit applicant would assume all responsibility for any *surplus or deficit* generated by the project, OR the project partners involved would share any *surplus or deficit* proportional to their contributions to the project as defined in (i) above.

#### **C.2.f. Individual Artist Grants**

There are some Individual Artist Grants available as part of the BCACF Program. Those will be judged on merit and at the discretion of the Review Team, Grant Committee and the ultimately City Council.

### **C.2.g. Exclusions from Eligibility**

Normally, the following organizations will not be eligible for Project Grants:

- i. Academic units of educational institutions;
- ii. Schools, conservatories and other organizations the primary mission of which is training or education. (The presence of education or training as an ancillary part of an organization's mandate will not result in an exclusion from eligibility.)
- iii. Charitable organizations or Foundations, the primary mission of which is fundraising.

### **C.2.h. Exclusions from Eligible Costs**

BCACF Project funding may not be used:

- i. For major capital purchases including but not restricted to the purchase of land, equipment, fixtures or physical facilities;
- ii. To further a profit venture or advantage a *for-profit partner*;
- iii. To fund a project that appears on more than one BCACF Project grant application in the same year and/or that identifies one BCACF Project grant as a source of funding for another BCACF Project grant.

### **C.2.i. Grant Size**

The Jury has discretion with regard to the amounts awarded, but identified *maximum award for a Project Grant will be \$2,500.*

### **C.2.j. Report Requirements**

- i. For all organizations receiving Project Grant funding from the 2015 BCACF program, an application form will be required by January 08, 2016. The date and time for application for 2016 is yet to be determined.
- ii. For organizations that receive a BCACF Project Grant in any year and reapply to the Project Grant Program the following year, a second application form will be required – included is an outline of the previous grant program (or attach the previous application for easy reference)..
- iii. A Final Report is required 60 days after project completion.

- iv. If a funded project is not completed by December 31, 2016 (or within the year of the awarding of the funding), the organization must file an Interim Report along with a request for an extension of the Final Report deadline.

## **D. Adjudication Criteria**

### **D.2 Project Grant Program**

The Review Team will consider the degree to which the proposed project demonstrates:

- i. Compatibility of the project's objectives with those of BCACF;
- ii. Clarity of the project objectives and plan;
- iii. The capacity to realize the proposed project;
- iv. The ability to make efficient use of existing resources;
- v. A commitment to development of artists and the art form, and
- vi. A commitment, where appropriate, to engage *professional artists*.

### **D.3. Other Adjudication Criteria**

As part of the BCACF it is important that applicants ensure that operations, programs and projects foster inclusion, diversity and access within the arts. Applicants are encouraged to present their own definitions of these terms in relation to their submission for the benefit of the jurors who will be adjudicating the applications.

## **E. Procedures**

- E.1.** Each year's grant allocation for the BCACF is subject to approval annually by City Council through its budget process.
- E.2.** To be considered for funding, organizations or collectives must submit a grant application to be received at the allocated City Hall office by or before the appropriate published deadline.
- E.3.** The BCACFRT and Grants Committee through the City of Belleville Recreation, Culture & Community Services and Finance Department will provide an annual report following the distribution of funds under the BCACF. This report will identify successful applicants, their request for funding, the dollar value of each of the requested received and details of all allocations. The report will also specify the number of unsuccessful applicants and the total amount of funds



requested. This report is intended to be brought forward to City Council as part of the Grant Committee's report and the City's annual budget process.

- E.4.** The application form, submission process and dates will be determined by the City Council with recommendation from the Grants Committee and City staff.

## **F. Responsibilities of the City of Belleville (COB)**

### **F.1. General Principles**

The COB will be responsible for the overall administration of the BCACF, subject to the approval of City Council. This will include the following tasks:

**F.1.a.** Ensuring that the administration and adjudication of applications are consistent with the BCACF's objectives;

**F.1.b.** Developing the application submission process, application forms, dates and administrative criteria including, but not limited to:

- i. Determining and confirm terms of eligibility for the BCACF
- ii. Establishing a complaints review process;

**F.1.c.** Appointing the '*Belleville Community Arts & Culture Review Team*' for the purpose of adjudicating applications and allocating the BCACF;

**F.1.d.** Enacting and overseeing compliance with the terms of reference for the BCACFRT including, but not limited to:

- i. The number of BCACFRT members;
- ii. Representation on and composition of the BCACFRT including the appointment of a chair;
- iii. Rules pertaining to conflict of interest;
- iv. Length of service;
- v. Reporting requirements of the Grants Committee to the COB Council;

**F.1.e.** Providing administrative support to the Grants Committee

**F.1.f.** Awarding 'no' honoraria to BCACF jurors

**F.1.g.** Distributing funding to successful applicants;

**F.1.h.** Reviewing the BCACF Program and formulating recommendations for future funding.

## **F.2. Time Frame for Establishing the Grants Committee**

The COB will establish the BCACFRT annually with reference to the deadlines for receipt of grant applications.

## **F.3. Governance**

**F.3.a.** The Chair of the BCACFRT will be assisted by the COB Grants Administrator(s) at all meetings of the BCACFRT.

**F.3.b.** The COB will facilitate the selection of members for the BCACFRT

**F.3.c.** The COB will be responsible for implementing the guidelines and terms for the allocation of funds pursuant to the BCACF.

**F.3.d.** The COB, through the Chair of the Grants Committee, will be responsible for ensuring that all members of the BCACFRT are aware of the terms of this document, and adhere to the rules and guidelines for adjudicating applications and allocating funds.

**F.3.e.** The COB Council will not be intimately involved with the decision making function of the BCACFRT.

**F.3.f.** The Chair of the Grants Committee and the BCACFRT will report to the COB Council on an ongoing basis as per the COB by-laws

**F.3.g.** The proposed distribution of funds and a report will be presented for ratification the COB Council by the Chair of the Grants Committee as agreed to and recommended by the BCACFRT.

**F.3.h.** Applications forms and guidelines are established by the BCACFRT in accordance with the principles described in this document.

**F.3.i.** Decisions of City Council are final. Discretionary feedback concerning BCACFRT when requested by the designated contact person for the applicant will be considered by the Grant Committee and recommendations will then be mad to City Council.

**F.3.j.** It is understood that, in order to respect the decisions of the BCACFRT, the COB Council will support decisions made by BCACFRT so long as they comply with the COB Plan for Administration of BCACF for the COB.

#### **F.4. Dispute Resolution**

**F.4.a.** All complaints and concerns relating to the adjudication, guidelines and criteria for the allocation of funds pursuant to the BCACF will be forwarded to the BCACFRT & the Chair of the Grants Committee by the complainant.

**F.4.b.** The COB will be notified of all concerns and complaints received.

#### **F.5. Monitoring and Reporting Requirements of the BCACFRT**

**F.5.a.** Once approved by Belleville City Council the Report of the Chair of the Grants Committee will be a matter of public record and available through the Clerk's Office. Prior to that approval, the BCACFRT & Grants Committee Report is confidential.

**F.5.b.** The Report of the Grants Committee to Belleville City Council is subject to the provisions of the applicable Municipal Freedom of Information and Protection of Privacy Legislation. Any applicant pursuant to the application Municipal Freedom of Information and Protection of Privacy legislation will be restricted to information pertaining to the specific applicant.

#### **F.6. Application Periods and Receipt of Applications**

There will be one application deadline. All applications will be date stamped and numbered when received. Applications will receive a notification that their application has been received and will be forwarded to the Jury. A file copy of this notification will also be retained in the COB Grants Department files.

#### **F.7. Incomplete or Inaccurate Applications**

After review of the applications by the BCACF together with the Chair of the Grants Committee, the Chair will instruct either the BCACFRT or City Staff, to contact applications to ask for any required missing information or to seek clarification of items in the application. There will be strict time limits set for the receipt of responses to these requests.

## **F.8. General Principle for Fund Allocation**

**F.8.a.** As a general principle all sectors of the arts should be funded to ensure that the grants portfolio is balanced at the end of the year. However, there will not be any specific allocation percentage made to each sector of the arts, as the quality and range of the applications received will also influence this element of the BCACFRT's decision-making process.

**F.8.b.** A BCACFRT may decide, in exceptional circumstances, not to award all the monies available for the Project Grant Program.

**F.8.c.** Any un-awarded grant funds or grant funds returned to the COB will be allocated to the following year's grants programs at the discretion of City Council in with recommendation coming from the Chair of the Grants Committee.

## **G. City of Belleville Grants Committee**

### **G.1. BCACFRT Membership:**

The COB Grant Committee will ensure that the BCACF is properly administered, and, make recommendation to Council each year as to who receives grants, and, the value of each grant. The Grant Committee will discuss the make-up of the BCACFRT. The BCACFRT will be a seven (7) member Team made up of:

- Council Member on the Grant Committee (who will act as Chair)
- One representative from the Quinte Arts Council (QAC)
- One representative of the Belleville Arts Community
- One member of the Cultural Community
- The Curator of the J.M. Parrott Art Gallery
- The Archivist of the Community Archives of Belleville and Hastings County.
- The Curator of the Glanmore National Historic Site of Canada

### **G.2.a. Quorum**

A quorum shall consist of a majority of the voting members (The Chair is considered a voting members for the purposes of establishing a quorum). A schedule of meetings will be established for the BCACFRT at the beginning of the adjudication process.

There must be at least a 48-hour notice of changes of meeting dates to all members of the Grants Committee.

### **G.2.b. Confidentiality and Conflicts of Interest**

Each member of the BCACFRT is required to fill out and sign:

- i) A Confidentiality Form, acknowledging that they have read, understand, and agree to the rules of Confidentiality as described later in this document;
- ii) A Conflict of Interest Declaration Form, in which they disclose the applications with which they have any direct or indirect conflict of interest. This form is the basis upon which the Chair will require members of the BCACFRT to conform to the Conflict of Interest Rules and Procedures as described in sections 6.a. and 6.c. below.

### **G.2.c. Decisions**

BCACFRT are required to assess applications in accordance with BCACF objectives, the application guidelines and assessment forms provided.

After determining the limits or maximum value of individual grants allowed, the BCACFRT will decide on the allocation of grant funding – making recommendation to the Grant Committee and then to Council for final approval. Decisions will usually result from consensus but, should a vote be required, only the Jurors may vote. In the event of a tie the Chair will vote to arrive at a decision.

Decisions of the BCACFRT, together with a report of the meetings, will be brought forward to the Grant Committee and then Belleville City Council for approval. Thereafter a report listing successful applications and details of amounts awarded will be forwarded to the Grant Committee for recommendation to City Council and then approval.

### **G.3. Selection of Grants Committee Members**

#### **G.3.a. All members of the Grants Committee will:**

- i. Have an understanding, interest and appreciation of the arts and their diversity;
- ii. Bring vision, open-mindedness and generosity of spirit to the deliberations;
- iii. Declare conflicts of interest;
- iv. Provide fair and objective opinions in their assessment of applications in accordance with the BCACF Objectives.



**G.3.c. The Chair** is the Chair of the Grants Committee.

**G.3.d.** BCACFRT members are chosen and appointed by the Grants Committee and then approved by City Council.

**G.3.e. Potential BCACFRT Members:** To be included on the list of potential members all interested parties will be asked to submit an Expression of Interest Form and a CV to the City Clerk for the Grant Committee to which will review these to ensure that those selected meet the Membership eligibility requirements.

**G.4. Criteria for eligibility to be appointed as a BCACFRT member**

BCACFRT members must be:

**G.4.a.** Arts & culture professionals, practitioners and/or persons who are knowledgeable in the arts & culture with high standing within the arts community; representative of a wide range of artistic & cultural disciplines; knowledgeable and experienced in the arts, culture along with arts & culture organizations and related issues;

**G.4.b.** Knowledgeable about the City of Belleville context and the broader arts environment beyond their area of expertise;

**G.4.c.** Able to articulate their opinions, and work in a group decision-making environment; good communicators;

**G.4.d.** Reflective of Belleville's gender, demographic and cultural diversity as much as possible.

**G.5. Terms of Appointment BCACFRT Members**

**G.5.a.** Terms of appointments for the City of Belleville BCACFRT representatives are at the discretion of City Council.

**G.5.b.** Appointment of the Chair is normally for a term of two years. The Chair may not serve more than three consecutive terms.

**G.5.c.** Appointment to a membership component of the BCACFRT is for a term to be determined by City Council.

G.5.d. n/a

## G.6. Conflict of Interest Rules for Members of the BCACFRT

The COB is particularly concerned with potential conflicts of interest. There are two types of conflict of interest – **direct** and **indirect**. There are also two kinds of direct conflict of interest – **financial** and **private**.

### G.6.a. BCACFRT Member's Conflicts of Interest

- i. A Member is in a **direct** conflict of interest with a particular application if he or she, or a member of the BCACFRT member's immediate family (spouse or equivalent, son or daughter, parent, sibling or member of the immediate household) has a **financial** interest in the success or failure of the application.
- ii. A member is also in a **direct** conflict of interest with a particular application if he or she has a **private** interest in the success or failure of the application. Staff or board members of the organization applying for funds, or members of their immediate families (spouse or equivalent, son or daughter, parent, sibling or member of the immediate household) would be in direct conflict. For such applications a private interest also includes affiliations or activities that compromise or unduly influence decision-making.
- iii. Any reason that makes it difficult for a juror to evaluate an application objectively may create an **indirect** conflict of interest. For example an indirect conflict of interest may arise when a member's record includes previous participation with an applicant. The COB will request potential Grants Committee members to identify present and past membership or participation in Belleville arts organizations over the previous two years.
- iv. All members are asked to sign forms to identify **direct** and/or **indirect** conflicts of interest as a means of documenting the integrity of the process. At the BCACFRT meeting, the Chair answers any questions, facilitates a discussion on the juror's impartiality and decides how the situation will be managed.
- v. To prevent conflicts of interest, only members of City staff who are appointed to the BCACFRT will not serve as voting jurors.



#### **G.6.b. Non-voting Members' Conflicts of Interest**

##### **i. Non BCACFRT City of Belleville Staff members (Ex-officio)**

Only the BCACFRT members make decisions about which applications to fund and by what amounts, but because COB ex-officio members (City Staff who are not members of the BCACFRT) may participate in discussing applications during the adjudication meetings they are subject to the same rules pertaining to conflicts of interests as are jury members.

#### **G.6.c. Procedures with respect to Conflict of Interest Issues**

- i. All Members of the BCACFRT must abide by the Conflict of Interest Rules set out in this document and as amended from time to time.
- ii. All disclosures of conflicts of interest must be submitted in writing to the Chair of the BCACFRT, and will be retained as part of BCACF records.
- iii. The course of action to be taken in a direct or indirect conflict of interest shall be that the member will be required to leave the meeting and therefore not be party to discussion or voting on the application in question.
- iv. If any conflict of interest becomes apparent during the discussion of the relevant application, the Chair of BCACFRT will ask the member to leave the room immediately for the remainder of that discussion.
- v. If a member of the BCACFRT failed to make proper prior disclosure of his or her conflict(s) of interest and that omission resulted in a profit or benefit to the member or member's family, the City Clerk of the COB shall review the circumstances and if satisfied that the member failed to comply with the applicable Conflict of Interest Rules, then the member may be required to compensate of COB for the profit or benefit improperly realized.
- vi. The Chair of the BCACFRT will oversee compliance with conflict of interest rules pertaining to the BCACFRT adjudication meetings.
- vii. Any concerns or complaints regarding a potential conflict of interest of a member of the BCACFRT shall be made in writing to the COB.

## **G.7. Confidentiality**

- G.7.a.** No BCACFRT member may divulge to any person or use in any way not directly related to the activities of the COB the information contained in the applications for funding, unless an applicant has given express written consent to such disclosure.
- G.7.b.** Any information pertaining to the BCACF obtained during a meeting of the BCACFRT, or a meeting of Belleville City Council or from reading minutes of a meeting of Belleville City Council, or Grants Committee, is considered confidential.
- G.7.c.** Communication of BCACFRT results and relevant member comments will be made via City Staff office only.
- G.7.d.** Prior to the ratification by Belleville City Council, results are confidential.
- G.7.e.** In order to maintain independence in decision-making, members of the BCACFRT shall not disclose that they have been selected until their names are published when the decisions regarding the allocation of funds are ratified by Belleville City Council.

## **H. Funding**

- H.1.** The COB Council anticipates that the amount allocated by the City of Belleville pursuant to the BCACF will be \$25,000 as recommended in the City of Belleville City Council.
- H.3.** The funds received from the City of Belleville for allocation pursuant to the BCACF will be deposited and managed in a separate bank account from which the allocations will be made. Withdrawals from this account must be supported by approved applications for funding and must bear the signatures of two signing officers of the COB. See below for details regarding financial arrangements.
- H.4.** Allocations of funds are decided by the BCACFRT / The Grant Committee and ultimately City Council. The Report on the Selection of Applications to the Grant Committee will be forwarded to City Council for Approval of the distribution of BCACF funds.

- H.5.** Upon City Council approval of the 2015 Report on the Selection of Applications to the BCACF, COB will draw up an agreement with each recipient organization of the 2015 BCACF as recommended by the BCACFRT and the Grants Committee.
- H.6.** An officer of each organization and/or collective receiving a BCACF grant will be required to sign an agreement, recognizing the organization's and/or collective's obligations regarding the use of the funds and reporting requirements. Once the agreements have been signed by both COB and the recipient organization, COB will issue a cheque for 100% of their 2015 grant. Evidence of \$5 million liability insurance coverage naming the COB as additional insured's will be required from the organization or collective before the funds are released.
- H.7.** Applicants will not be eligible to receive further BCACF funding until all required reports have been submitted to and accepted by the COB.
- H.8.** A grant recipient in default of its grant agreement may be required to return funds to the COB and may be judged to be ineligible for future grants.

**I. Financial Plan for the COB for administering the BCACF**

- I.1.** Responsibility for the financial arrangements rests with the Treasurer of the COB.
- I.2.** The City of Belleville Finance Department will determine the best method to handle the funding
- I.3.** The signing officers of the BCACF Account shall be the same as for the existing COB and will be normally the Mayor and Treasurer. Two signatures shall be required on all grants cheques.
- I.4.** Cheques shall be written on the authority of the Treasurer based on the decisions of the Grant Committee and upon approval of City Council.
- I.5.** The COB will administer the BCACF Account, and will keep records and provides reports to City Council, BCACFRT and the Grants Committee.
- I.7.** For each grant approved, a cheque will be written for 100% of the total. Applicants will not be eligible to apply for further funding until all required reports have been submitted to and accepted by the COB.

- I.8. Bank fees for the maintenance of the BCACF Account shall be paid from the COB Operating Budget.
- I.10. The COB will arrange to have its annual financial report audited. The auditor for the Grants Account and related papers shall be the same as the auditor for the COB accounts.
- I.11. Auditor's fees will be paid from the COB Operating Budget.
- I.12. Any funding unclaimed or returned by grant recipients will be made available to future BCACF granting programs.

## Policy Regarding Non-Profit Eligibility (Project)

### Policy Statement on the Definition of “Non-profit Organization” In BCACF Project Grant Guidelines

In order to be considered a “*non-profit organization*” under the BCACF Project Grant Guidelines, application organizations must meet all the following criteria:

1. The applicant organization must.
  - a. Have a component which has an ongoing mandate or mission focusing on artistic endeavour (either creation or presentation) as an objective; or
  - b. Engage *professional artist(s)* in a *community arts project*.
2. The applicant organization must be non-profit in orientation.
3. The applicant organization must be either:
  - a. Incorporated as a *non-profit organization* in and of itself; or
  - b. A distinct and discrete arts organization, other than an academic unit of an education institution (see Note 1 below), within a parent organization which is incorporated as a *non-profit organization* (see Note 2 below).

Note 1: Normally, academic units of educational institutions will not be eligible.

Note 2: In the case of 3b (above), the application organization should submit its own discrete audited/reviewed year-end financial statements as specified in the guidelines. If the application organization is unable to provide these discrete statements in an audited/reviewed form, but the parent organization has audited/reviewed year-end financial statements that include the financial records of the applicant organization, then these will be accepted, provided that the applicant organization also provides a separate schedule detailing its own discrete records as included in the audited statements. (This schedule must consist of financial statements applicable to the revenues and expenses of the applicant organization; or if a multi-purpose organization is involved, the applicant organization must provide a fully segregated and itemized authorized financial statement accompanied by the financial statement of the multi-purpose organization in which the applicant operations are specifically identified.)



## Glossary of Terms

### NOTE:

**Terms such as innovation, collaboration, excellence, inclusion, diversity and access can have multiple interpretations. For the purposes of the Plan for Administration of BCACF these terms have not been defined to allow applicants to present their own definitions and the juries to interpret and assess their meaning on a case by case basis as part of the adjudication process.**

**Artist collective:** A group of three or more artists who have come together for the purposes of artistic creation and presentation in a collective artistic endeavour. Collectives are not normally incorporated. Collectives may apply to BCACF through an **eligible sponsor** or apply directly for BCACF funding providing they meet the requirements of the program set out in clause **C.2 Project Grants**. See also **community collective**.

**Charitable arts organization:** A **charitable organization** whose mandate or mission is focused primarily on artistic creation and presentation.

**Charitable organization:** To be considered as charitable an organization's purposes must be exclusively and legally charitable and it must be established for the benefit of the public or a sufficient segment of the public. It must also be registered with the Canada Revenue Agency as having charitable status under The Income Tax Act. Organizations so registered are able to issue tax receipts for charitable donations.

**Community arts project:** Broadly defined, a community arts project involves a collaborative creative process between a professional practicing artist and a community. It is a collective method of art-making, engaging *professional artists* and self-defined communities through collaborative, artistic expression. It is as much about process as it is about the artistic product or outcome. A community arts project provides a unique way for communities to express themselves and enables artists, through financial and other support, to engage in creative activity with communities. This broad definition identifies three elements which separate community arts projects from other methods of art-making:

- The co-creative relationship between artist and community;
- A focus on process as an essential tool for collective, collaborative, mutually-beneficial results;
- The active participation of artists and community members in the creative process.

The source of this definition is Community Arts Ontario. See also **eligible arts project**.



**Community collective:** A group of three or more individuals who have come together for a specific purpose involving a clearly defined endeavour. Collectives may apply to BACF through an **eligible sponsor** or apply directly for BCACF funding providing they meet the requirements of the program set out in clause **C.2 Project Grants**. See also **artist collective**.

**Co-project:** see **joint project**.

**Deficit:** An excess of expenditure over revenue. See also **surplus**.

**Eligible arts project:** In order to be an **eligible arts project**, a project must fulfill the criteria outlined in section C.2. of this document. Of particular interest is the paid involvement of *professional artists* in the planning, direction and execution of the project.

**Eligible sponsor:** Any non-profit or charitable entity located in Belleville, Ontario may act as a *sponsor* to the BCACF Project Grant Program. See also **Sponsor**.

**Festival:** An organized and regularly recurring period or program of cultural performances, exhibitions or competitions (often in one place) involving a number of entities (e.g. performing groups, performers, presenters, exhibitors, competitors) focused on a specific cultural or artistic activity.

**For-profit partner:** A for-profit enterprise collaborating in a project with an eligible non-profit group. See also **surplus** and **deficit**.

**Joint Project:** A project in which the applicant co-produces a project in an administrative, financial or artistic manner. Typically, a *joint project* involves each partner taking on a substantial amount of responsibility, though one partner may be the lead partner. A *joint project* may involve both non-profit and for-profit entities, but in order to be eligible to apply to the BCACF, the lead partner or one equal partner must be a non-profit or charitable entity.

**Non-profit arts organization:** A **non-profit organization** whose mandate or mission is focused primarily on artistic creation and presentation.

**Non-profit organization:** An organization not conducted or maintained for the purpose of making a profit. Instead, it operates to serve a public good. *Non-profit organizations* are specifically incorporated as such. Any **surplus** generated by a *non-profit organization* is used by the organization for the purposes for which it was established.

**Peer Assessment:** BCACF members are arts & cultural professionals, practitioners and/or persons who are knowledgeable in the arts & culture with high standing within the arts & culture community. These jurors evaluate funding requests and make decisions to BCACF on who gets grants and in what amounts.

**Professional artist:** Someone who has developed skills through training and/or practice, and is recognized as such by artists working in the same artistic tradition, and has a history of public presentation or publication, and seeks payment for his or her work and actively practices his or her art. Short breaks in artistic history are allowed. The source of this definition is the Ontario Arts Council.

**Sponsor:** A *sponsor* is defined as any non-profit or charitable entity located in Belleville, Ontario that may agree to support an artist or community collective that wishes to apply for funding through the BCACF Project Grant Program. As part of the agreement between sponsor and collective the *Sponsor* will receive and disburse project funds on behalf of the applicant/collective. A *Sponsor* may also assist the applicant be securing insurance coverage and agrees to file a final report on a BCACF Project Grant if the collective involved does not provide reports as required. In this scenario the *Sponsor* shares some responsibility for the successful management of the BCACF Project Grant and is expected to provide professional advice and mentorship to the applicant as needed. A *Sponsor* is not intended to gain financially from this agreement but may be reimbursed for out of pocket expenses directly related to the management of BCACF Project Grant. It otherwise qualified a *Sponsor* may also apply to receive funding through the BCACF Project Grant Program within the same grant cycle.

**Surplus:** The amount of money gained from the execution of a project after payment of all eligible expenses. See also **deficit**. In the case of a **joint project**, as a general rule, we would expect that either:

- The non-profit applicant would assume all responsibility for any *surplus* or *deficit* generated by the project; or
- The project partners involved would share any *surplus* or *deficit* proportional to their contributions to the project.



**CITY OF BELLEVILLE**  
**Belleville Community Arts & Culture Fund Review Team**  
**TERMS OF REFERENCE**

**Approved by City Council - November 2015 (operating budget)**

**Mandate:**

The mandate of the **Belleville Community Arts & Culture Fund Review Team (BCACFRT)** is subcommittee of the Grant Committee) is to:

- Foster creativity within the Belleville Community at all levels;
- Enrich how all Belleville residents experience and engage with the arts to encourage awareness, understanding, appreciation, participation, inclusion, diversity and access;
- Leverage arts and culture to assert Belleville's distinctiveness and to stimulate economic development and tourism;
- Ensure that arts funding aligns with that of comparable municipalities;
- Bring provincial, national and international recognition to Belleville as a centre for the arts and culture.
- To support arts and cultural projects through the granting of funds through 'Project Grants' (details of the Project Grant Program attached)
- Provide recommendations to the Grant Committee who in turn make recommendation(s) to Council

**Project Grants**

**Belleville Community Arts & Culture Fund 'Project Grants'** support arts projects ranging from music, dance and theatre, to multi-arts festivals, symposia, and events. Arts & Cultural projects funded through BCACF connect arts & cultural activities with audiences across the city.

Arts organizations, non-profits, and collectives are eligible to apply – for all the details, please read the soon to be developed and approved Grant Guidelines.

**Project Grant Administration & Distribution Plan:**

Guidelines have been developed and approved.

**Committee Structure:**

The Grant Committee will recommend for appointment of the Belleville Community Arts & Culture Fund Review Team (BCACFRT). Initially, it is being 'proposed by staff' that the BCACFRT will be a seven (7) member Team made up of:

- Council Member on the Grant Committee (who will act as Chair)
- One representative from the Quinte Arts Council
- One representative of the Belleville Area Arts Community
- One member of the Cultural Community
- The Curator of the J.M. Parrott Art Gallery
- The Archivist of the Community Archives of Belleville and Hastings County
- The Curator of the Glanmore National Historic Site of Canada

**Staff Support:**

Administrative support will be provided

- The Director of Recreation, Culture & Community Services or designate
- RCCS Administrative Assistant
- City Treasurer or designate
- City Clerk or designate

**Meeting Schedule:**

At the call of the Chair.

**Other:**

Directors and Managers from all City Departments could be requested by the Committee at any time to attend meetings or undertake investigations with regard to matters identified by the Committee.

The Committee has no independent authority and is responsible for providing recommendations only to the Grant Committee and to Council for approval.







**Application Instructions (do not submit this page).**

Please ensure you read these instructions and the program's granting guidelines in full before beginning this application form.

For the City of Belleville Community Arts & Culture Fund - all applicants should review the objectives and consider how to develop their application considering these objectives.

Please follow the instructions in this application document and in the granting guidelines, the Belleville Community Arts & Culture Fund Review Team (BCACFRT) need to properly assess your application.

Terms such as innovation, collaboration, excellence, inclusion, diversity and access can have multiple interpretations. These terms have not been defined to allow applicants to present their own definitions and the BCACFRT to interpret and assess their meaning on a case by case basis as part of the adjudication process.

- First time applicants are strongly encouraged to contact City Staff early in the planning process to discuss their project.
- If you require assistance, please contact Krista Keller, Administrative Assistant, Recreation, Culture & Community Services Department [kkeller@city.belleville.on.ca](mailto:kkeller@city.belleville.on.ca)
- This form is designed to be completed on your computer – Please print out and/or photocopy the required number of copies for submission.
- Please be brief and concise. Please use plain, non-technical language and avoid jargon.
- **It is the applicant's job to ensure that all required information is provided.**
- In order to be fair to all types of applicants, and in consideration of the large quantity of materials presented to the jury as part of the City of Belleville Community Arts & Culture Fund adjudication process, we ask that you please submit **only** the requested information. If we need more information, we will contact you.
- Please submit **a single copy only** of the most recent Year End Financial Statements of your organization/collective – do not submit multiple copies. Do not attach this document to any copy of your application – simply include it as an addendum to your package.
- Please submit **a single copy only** of any Partnership Confirmation letters – do not submit multiple copies. Do not attach these document(s) to any copy of your application – simply include them as an addendum to your package.
- Please, no handwritten applications will be accepted. No electronic or fax submissions will be accepted. No late or incomplete applications will be accepted. This includes the required number of original signatures and the required financial records.
- Please do not submit this Instructions page with your application.
- Please **do not under any circumstances** put your application under a cover or put a title page on the front of the document. Do not bind your submissions or place them in individual envelopes or folders. Application and copies should be individually clipped (**not stapled**) together then placed in one large envelope for submission.
- Use the enclosed checklist to verify that the application is complete. Thank you!



## Section 1: Signatures

All applicants must complete this section.

If your organization/collective is an incorporated non-profit organization and/or a charitable arts organization, this **form must** be signed by two (2) official signing officers (for a total of 2 signatures).

If you are a collective applying without a sponsor, the application must be signed by three (3) signing officers of the collective.

If you are a collective applying with a sponsor (see Project Guidelines), the application must *a/so* be signed by two (2) official signing officers from the sponsor (for a total of 5 signatures).

Applications will not be accepted without original signatures. Applications must be signed and dated on or before the application deadline. No late, faxed, or electronic signatures will be accepted.

"We have read and agree to all of the regulations, terms and conditions outlined in the Project Grant Guidelines for the City of Belleville Community Arts & Culture Fund and submit this project proposal for review. To the best of our knowledge the information provided herein is true. We understand and agree that:

- All funding decisions are final, and rest with the Jury of the City of Belleville Grant Committee as ratified by City Council;
- If our organization/collective is successful in obtaining a grant, a contract will be entered into between the City of Belleville and you;
- Funding from the City of Belleville Community Arts & Culture Fund cannot be used to pay for expenses incurred prior to the official announcement of City of Belleville Community Arts & Culture Fund Grant Recipients at Belleville City Council. Funds will not be provided to recover the cost of a project deficit,
- Applicants who undertake projects prior to confirmation of funding do so at their own risk;
- Any changes in scale, activities, key personnel, and/or timeframe must be reported immediately to the Chair of the Grant Committee for review. Any proposed changes must be agreed to by the Recreation, Culture & Community Services Department **before** they may be put into practice.
- If the applicants fail to carry through with the project as approved by City Council, we may be required to return the grant to the City of Belleville

All Applicants:

Name of Signing Officer #1 for Applicant (type/print):

Signature:

Date Signed:

Name of Signing Officer #2 for Applicant (type/print):

Signature:

Date Signed:

Name of Signing Officer #3 for Applicant (type/print): (three signatures from a collective.)			
Signature:		Date Signed:	
If Project is being sponsored by an eligible sponsor:			
Name of Signing Officer #1 for Sponsor Organization (type/print):			
Signature:		Date Signed:	
Name of Signing Officer #2 for Sponsor Organization (type/print):			
Signature:		Date Signed:	

For office use only:	Application #
Applicant:	
Project name:	
Sponsor name:	

## Section 2: Identification

All applicants must complete this section.

Project Name: \_\_\_\_\_

Common Name of Organization/Collective: \_\_\_\_\_

Legal Name of Organization/Collective: \_\_\_\_\_  
(the Legal Name of the Organization/Collective is normally the name in which the organization holds a bank account)

Legal Name of Sponsoring Organization: \_\_\_\_\_  
(if Organization/Collective is being sponsored by another organization for the purposes of applying to the BCACF)

Mailing Address of Organization/Collective: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_

Contact Person: \_\_\_\_\_ TITLE: \_\_\_\_\_

Phone (Day): \_\_\_\_\_ EVE: \_\_\_\_\_

Email: \_\_\_\_\_ MOBILE: \_\_\_\_\_

Website: \_\_\_\_\_

☐ Organization/Collective has no overdue reports for any City of Belleville Community Arts & Culture Fund program as of this deadline date.

### Project Summary

Please provide a *brief* paragraph (**up to 100 words**) of the project.

### Project Budget Summary

Please ensure these totals are reflected accurately in your attached budget form.

Please ensure you are submitting **only the budget for your project**, and not the operating budget for the organization as a whole.

Total Project Revenues (including Funds from all Sources):

\$ \_\_\_\_\_

Amount Being Requested from City of Belleville Community Arts & Culture Fund:

\$ \_\_\_\_\_

### Section 3: Organizational Information

#### Personnel

Complete this section if you are an incorporated non-profit and/or charitable arts organization.

Number of Paid Personnel:

Number of Unpaid Personnel:

Artistic/Production/Technical:    Administrative:

Artistic/Production/Technical:    Administrative:

Number of Volunteers:

Board:

Other volunteers:

Please list the members of your Board of Directors, along with their office (if any) on the Board.

Please list the members of the organization or other participants who will be involved with the project, if known. Please also **very briefly** specify each person's roles/responsibilities within the project.

Please list a **brief** bio for as many of the above participants as you feel will assist the jury in assessing your project. Please indicate Belleville based artists with an asterisk (maximum of 1 page of bios in total).

Complete this section if you are a collective

Please list the members of the collective/group who will be involved with the project. Please also **briefly** specify each person's roles/responsibilities within the project.



Please list any other participants who will be involved in the project, if known. Please also **very briefly** specify each person's roles/responsibilities within the project.

Please list a **brief** bio for as many of the above participants as you feel will assist the jury in assessing your project. Please indicate Kingston based artists with an asterisk (maximum of 1 page of bios in total).

### History & Mission

All applicants must complete this section.

How many years has your organization/collective been serving the Belleville community?  
(If less than one year, please select "New Organization/Collective" below)

Please select one: ☐ New Organization/Collective ☐ Existing Organization/Collective

Please describe the mission statement/mandate of your organization/collective, your reasons for coming together as a group, and the artistic and/or community purposes you represent.

Please briefly describe your organization/collective's greatest accomplishments over its history (or, if more appropriate, over the past five years). If a new organization or collective (see above), you are not required to complete this question.

### Organization Status

All applicants must complete this section.

Please complete the following statement (select one): "This organization/collective...."

(a) ☐ is an incorporated non-profit organization."

Corporation #

Date of Incorporation:     /     /

(b) ☐ is a charitable arts organization, registered with the Canada Revenue Agency."

Charitable Reg. #

(c) ☐ is a distinct and discrete arts organization (other than an academic unit of an educational institution), within a parent organization which is incorporated as a non-profit organization."

Parent Organization Name:

Corporation #

Date of Incorporation:     /     /

(d) ☐ is a collective applying under the sponsorship of an incorporated non-profit and/or registered charity."

(e) ☐ is a collective applying on their own."

Only organizations/collectives applying under sponsorship must complete the following

If you answered (d), provide the following required information about the sponsoring organization:

Legal Name of Sponsor:		
Sponsor Charitable Registration #	Or	Sponsor
		Corporation #
		Date of Incorporation:     /     /
Sponsor's Mailing Address:		
Sponsor's Phone Number:		Sponsor's Email Address:
Sponsor's Website:		Contact Person for Sponsor:

#### Section 4: Project Details

All applicants must complete this section.

Project Preparation Start  
Date:

(e.g. active preparation start date, rehearsal start date; the start of the project)

Project Event Start Date:

(e.g. expected exhibition/performance start date, if relevant)

Project Event End Date:

(e.g. expected exhibition/performance end date, if relevant)

Project Completion Date:

(e.g. when all elements of the project are expected to be complete)

**Project Description:** Please describe the project, detailing both artistic and practical elements, including relevant artistic discipline(s), purpose, format, content, artists, participants, venue, partners, resources, organizational elements (etc.), as appropriate for the type of project. All artistic and practical elements should be reflected in your project budget. Project descriptions that do not confirm or provide examples of artists, content, and format may be viewed as lacking sufficient detail to assess the merits of the project.

**Schedule:** Please list (in point form) the timelines and key milestones for your project:

**Audience:** How will your project engage Belleville residents with the arts?

**Significance:** Please describe the outcome of the project in the context of the participants' or the organization's goals. Explain why this project is significant and how it will benefit the applicant and/or the community?

Please explain how your project will build partnerships and collaborations.
Is this a Recurring Project? If yes, how does your project address the BACF objective of Innovation?
<b>Back Up Plan:</b> Please describe how you will carry out the project should you experience a shortfall in planned project revenue, or the loss of a key project component such as an artist, project partner or venue (What is your Plan B?).
<b>Evaluation:</b> Please describe how you plan to evaluate your project. How will you know if it is a success? An evaluation, which includes goals, criteria and process, will be required in your final report.
Have you done this type of project before? If so, please provide an evaluation of your most recent project as it relates to your proposed project.

### Section 5: Partnership Instructions

Only applicants with project partnerships must complete this section.

In some cases the project may be a collaborative of several organizations/collectives working together with one organization/collective taking the lead. In other cases, organizations and collectives are supporting the project through:

- Providing funding to the project;
- Providing in-kind support to the project (office space, staff supervision, equipment etc.)

Please list each organization/collective or agency committed to being involved in this project, as well as a contact person for each agency. You must also attach **a single copy** of a very brief letter signed by them confirming their participation and indicating what their role and contribution to the project will be. **Please note these are not letters of support.** They are letters that confirm the commitment of each partner in the success of the project being proposed. Without a letter of confirmation, a listed partner cannot be considered part of your application. Submit **one copy only** of each letter – do not submit multiple copies. Do not attach these document(s) to any copy of your application – simply include them as an addendum to your package. Partners' contributions must also be reflected in Section 4: Project Description.

Name of	Contact Person	Contact Information	Confirmation Letter
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Organization		(telephone or email)	attached

#### Section 6: Reference Letters Instructions

Only applicants applying as a collective without a sponsor must complete this section.

If you are applying as a collective without a sponsor, you must include two letters of reference from members of the Belleville community who can speak to your collective's ability to execute this project successfully including your ability to be fiscally responsible.

Please note that you must submit the original and copies of the letter with your applications.

Name of Referee	Position (if applicable)	Contact Information (telephone or email)	Confirmation Letter attached

#### Section 7: Year-End Financial Statements Instructions

All applicants must complete this section.

We require a single copy of your organization's most recent Financial Statements. Submit one copy only – do not submit multiple copies. Do not attach the Financial Statements to any portion of the application package – simply include a single copy as an addendum to your package.

Please submit **one** of the following:

- If your organization or collective has year-end Financial Statements which have been audited or reviewed by a Chartered Accountant, please include a single copy of the most recent audited or reviewed Financial Statements. City of Belleville Community Arts & Culture Fund Grants must be broken out on the financial statement, either in the body or as a note to the financial statement. Financial statements must be signed by representatives of the board/governing body.
- If your organization or collective does not have year-end Financial Statements which

have been audited or reviewed by a Chartered Accountant, please include a single copy of the most recent unaudited Financial Statements.

- If you are a collective applying with a sponsor, please include a single copy of the most recent audited/reviewed (preferred) or unaudited year-end financial statements of the Sponsoring Organization.
- If you are a collective applying without a sponsor, and do not have any financial statements, please ensure that your reference letters address your ability to manage finances.

## Section 8: Project Budget Instructions

All applicants must complete this section.

Please fill out the "Proposed Budget" column in the attached City of Belleville Community Arts & Culture Fund Budget form.

- The Budget is to detail project Revenues and Expenses only, not the operating expenses of the organization as a whole. Do not submit the Operating Budget for your organization
- For the Proposed (i.e. Application) Budget, the total Expenses for the Project should balance with the total of all Revenues.
- Because adequate insurance is a prerequisite of funding, all applicants are strongly encouraged to contact an insurance agent/broker prior to submitting their City of Belleville Community Arts & Culture Fund application. Applicants should budget costs associated with insuring their particular Project. You should include the cost of this insurance in your City of Belleville Community Arts & Culture Fund Project budget.
- Do not include in-kind contributions in the project budget.
- Please attach **budget notes** to explain the details of each revenue and expense line item as well as In-Kind Donations of services or goods essential to this project (e.g. salary \$7200 = 30 hours/week @ \$12 hour x 20 weeks; or Equipment \$1200 = 1 computer/printer).
- Please note that Budget notes are required as part of an application.
- Remember, for Project Grants, the combined total of "Administrative Salaries and Fees" and "Administrative and General Expenses" must not exceed 20% of total Project Expenses.
- For any Resources you include in the Budget, please indicate in the "Confirmed" column if the funding is confirmed.

- Please include donations, sponsorships, grants and other financial assistance as Revenues. Clearly indicate in the "Confirmed" column which funding is confirmed.
- Please ensure that the appropriate totals from the Proposed Budget are accurately entered in the budget summary section on page 4 of the application package. Funding from the City of Belleville Community Arts & Culture Fund cannot be used to pay for expenses incurred prior to the official announcement of City of Belleville Community Arts & Culture Fund Grant Recipients at Belleville City Council. Funds will not be provided to recover the cost of a project deficit. Applicants who undertake projects prior to confirmation of funding from the City of Belleville Community Arts & Culture Fund do so at their own risk.

#### **Section 9: 2015 BCACF Project Budget Form (MS Excel) + Budget Notes**

All applicants must complete this section.

## Section 10: Application Checklist

All applicants must complete this section.

**Please ensure that the following are included in your submission, in the listed order:**

Original plus 10 copies (11 total) of the completed application form, individually clipped (not stapled or bound) together, consisting of:

**Section 1: Signatures** (as appropriate)

(Signed by two signing officers of the organization. Signed by three members of a collective. If a sponsored application -- an additional two signing officers of the sponsoring organization.)

**Section 2: Identification**

**Section 3: Organization Information**

**Section 4: Project Details**

**Section 5: Partnership Instructions**

**Section 6: Reference letter instructions and Reference letters**

**Section 7: Year End Financial Statements Instructions**

**Section 8: Project Budget Instructions**

**Section 9: 2015 BCACF Project Budget Form (MS Excel) + Budget Notes**

**Section 10: Application Checklist**

☐ **One Copy Only: Addendum A – Partnership Confirmation letters (if applicable)**

☐ **One Copy Only: Addendum B – Year End Financial Statements**

☐ Entire Package placed in one large envelope (or, if necessary, two large envelopes) for delivery to the Quinte Sports & Wellness Centre

Do not submit the Instructions page with your application;

Do not bind or place each individual copy in its own envelope or folder;

Do not include any additional materials.

☐ **Email** one copy of sections 1 – 9 to [kkeller@city.belleville.on.ca](mailto:kkeller@city.belleville.on.ca)

Completed Applications are due at the Recreation, Culture & Community Services  
Offices on or before

**Wednesday, xxxx, 201x AT 2:30PM**

**Mailing Address:**

**Location Address:**

Project Grants