



**CITY OF TRAIL  
COUNCIL POLICY MANUAL**

DEPARTMENT: PUBLIC WORKS  
TITLE: MEMORIAL BENCH PROGRAM  
PURPOSE OF POLICY: TO ESTABLISH A POLICY TO GOVERN THE PURCHASE,  
INSTALLATION AND MAINTENANCE OF MEMORIAL BENCHES  
APPROVED: JANUARY 29, 2018  
REVISED:

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**PURCHASE OF BENCH**

A donor(s) will be charged a fee of \$2,500 for the purchase of one memorial bench, which is to be installed on City owned property. This cost will also cover:

1. labour costs for City employees to install the bench;
2. all necessary hardware to affix the bench to concrete pad;
3. pouring of a concrete pad (if necessary);
4. one 4" x 6" plaque with up to six lines of text; and
5. 15-year initial maintenance period.

**SCOPE OF MAINTENANCE**

The City will perform basic maintenance on each bench as needed during the initial maintenance period. This will include, but is not limited to:

1. cleaning of bench;
2. removing graffiti or other markings; and
3. repairing vandalism or incidental damage.

In addition to basic maintenance, the donor(s) will also receive a new bench (including plaque, if necessary) at no cost if it is damaged beyond repair. Such incidences include, but are not limited to: acts of God, intentional demolition, or if the product becomes completely unfit for use.

**INITIAL MAINTENANCE PERIOD**

The initial donation cost will include maintenance by the City for 15 years from the purchase date. Scope of maintenance is described above.



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### RENEWAL PERIOD

Once the initial 15-year maintenance period has concluded, the donor(s) will have the option to renew their contribution for a further 10-year maintenance period. The donor(s) will pay all costs to refurbish the bench, to the extent of which is deemed necessary by the City.

Because each bench may not need the exact same level of refurbishment, the City will perform an inspection of each bench approximately three (3) months prior to the expiration of the current maintenance period, and an estimate of costs to refurbish will be delivered to the donor(s). Examples of common refurbishment will include, but are not limited to:

1. painting the bench with a fresh powder coat;
2. replacing bolts, nuts, and other hardware; and
3. replacing any boards that are rotting, splitting, etc.

Upon receipt of payment for the refurbishments, a new 10-year maintenance period will commence. Scope of maintenance is described above.

### SUBSEQUENT RENEWAL PERIOD

After the first 10-year renewal period of a bench has expired, it will be approximately 25 years old. As such, it will likely be approaching the end of its useful life. A subsequent 10-year maintenance period will only be offered to the donor(s) under the following conditions:

1. the bench is deemed to be in good enough shape to last for another 10 years, and
2. the cost of refurbishment is not prohibitive in that it would be equal to or more than the cost of replacing the bench entirely.

Charges and scope of maintenance are the same as described above in the "Renewal Period" section.

### END OF USEFUL LIFE

Once the bench is deemed by the City to be at the end of its useful life, which will occur after a period of either 25 or 35 years from initial installation, the current donor(s) will be given the opportunity to purchase a new bench at current program costs.

Purchasing a new bench will effectively reinitiate the program; the donor(s) will receive a new 15-year maintenance period upon receipt of payment. In addition, dependent upon condition, a new plaque could be added to the bench at this time if desired. Once again, the option for the first 10-year renewal period will be guaranteed to the donor, with the City reserving the right to offer a second renewal period based on aforementioned guidelines.



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### FAILURE TO RENEW

If the donor(s) cannot be reached upon end of a maintenance period, or chooses not to undertake the required restoration or replacement at quoted costs, the City will remove and return the plaque to the donor(s). The City will attempt to contact the donor(s) using the contact information provided at purchase. It is the responsibility of the donor(s) to keep the City updated of any changes in address or contact information.

If these circumstances arise, the City will work to find a new donor for the bench. Costs will vary based on what point of the life cycle that the specific bench is at when a failure of renewal occurs.

### OTHER GUIDELINES

1. The bench donated is City property.
2. The City will work with each donor to choose the location. The City will have final approval of available sites and specific locations for the addition of new benches.
3. The City reserves the right to relocate the bench if necessary due to a change to the City's infrastructure. In this instance, the City will make efforts to replace the item within reasonable proximity to the original location. If this is not achievable, the item will be relocated to a suitable location as determined by the City.
4. Plaque sizes and materials are standardized and are as follows: 4" x 6" bronze with a raised edging. Oversized plaques are not permitted.
5. A tax receipt, under the *Income Tax Act Section 118.1(1)*, will be issued for the entire donation amount.
6. If multiple persons are contributing to a single donation, then all donations funds must be collected by one donor. Tax receipts will be made out to the "donor", unless a letter is provided at time of payment indicating names, addresses and amounts for other donors.