



**\*CLOSED SESSION Meeting beginning at 5:00 PM\***

**REGULAR COUNCIL MEETING AGENDA**

Held on Tuesday, February 20 at 6:00 PM

Via Telephone, Video, and In-Person

Teleconference Toll Free Number – 1-833-311-4101

Access Code: 2634 641 3013

Video Conference Link: [Click here](#)

Access Code: 2634 641 3013

1.	<b>Call Meeting to Order</b>
2.	<b>Disclosure of Pecuniary Interest &amp; General Nature Thereof</b>
3.	<b>Closed Meeting of Council (Beginning at 5:00 PM)</b>
	<input checked="" type="checkbox"/> <b>Personal Matters Concerning an Identifiable Individual, Including Municipal or Board Employees</b> <ul style="list-style-type: none"> <li>• Downtown Business Improvement Area (BIA) – Board of Directors</li> <li>• Human Resources Matter</li> </ul>
4.	<b>Reporting Out of Closed Session</b>
5.	<b>Canadian National Anthem</b>
6.	<b>Land Acknowledgement Statement</b>
7.	<b>Public Question/Comment</b> (Only Addressing Motion(s) or Reports on the Agenda)
8.	<b>Disclosure Additional Items</b>
9.	<b>Delegations</b> – None
10.	<b>Presentations/Awards/Deputations</b> – None
11.	<b>Mayor’s Declarations</b> – None
12.	<b>Public Meetings</b> – None

The Town invites and encourages people with disabilities to attend and voice their comments in relation to accessibility related reports. For those who are unable to attend, the Town encourages the use of the Customer Feedback Form found on the Accessibility Page on the Town’s website.

<b>13.</b>	<b>Unfinished Business – None</b>
<b>14.</b>	<b>Motion #24-014 – Approval of Minutes – Tuesday, February 6 and 12, 2024</b>
<b>15.</b>	<b>Staff Reports</b>
	<b>Jeff Johnston, Manager of Parks and Recreation</b>
	Council-REC-2024-04 – Lease Agreement – 125 Water Street – 1000 Islands History Museum
	<b>Melanie Kirkby, CAO / Treasurer</b>
	Council-FIN-2024-05 – 2024 Tax Rates and Ratios
<b>16.</b>	<b>Motions (Council Direction to Staff) – None</b>
<b>17.</b>	<b>Correspondence</b>
	1. Accounts Payable – January 29 to February 12, 2024
	2. Gananoque Police Service – Polar Plunge 2024
	3. Leeds, Grenville and Lanark District Health Unit – Sexual Health Awareness Week – February 12 to 16, 2024
	4. Unadopted Tourism Advisory Panel Minutes – January 25, 2024
	5. Unadopted Minutes – Downtown Business Improvement Area (BIA) – February 1, 2024
<b>18.</b>	<b>Notice Required Under the Notice By-law – None</b>
<b>19.</b>	<b>Committee Updates (Council Reps)</b>
<b>20.</b>	<b>Discussion of Additional Items</b>
<b>21.</b>	<b>Questions from the Media</b>
<b>22.</b>	<b>Confirmation By-law</b>
	By-law No. 2024-015 – Confirm the proceedings of Council for the meeting held on Tuesday, February 20, 2024 (3 Readings)
<b>23.</b>	<b>Next Meeting(s): Tuesday, March 5, 2024 at 6:00 PM</b>
<b>24.</b>	<b>Adjournment</b>

The Town invites and encourages people with disabilities to attend and voice their comments in relation to accessibility related reports. For those who are unable to attend, the Town encourages the use of the Customer Feedback Form found on the Accessibility Page on the Town's website.

## **The Corporation of the Town of Gananoque**

### **Land Acknowledgement Statement**

We begin this meeting of Council by acknowledging that we are on traditional territory of the Haudenosaunee (*Hoe-den-oh-show-nee*) and Anishinabe (*A-nish-in-'a-bay*) and First Peoples. We do so respecting both the land and the Indigenous People who continue to walk with us through this world.

We are grateful for the opportunity to gather here.

In recognition of the contributions and importance of all Indigenous Peoples, we strongly support Truth and Reconciliation Calls to Action in our nation and commit to support local endeavors where possible.



**MOTION / RESOLUTION OF COUNCIL**

<b>Date:</b> February 20, 2024	<b>Motion No. 24 – 014</b>
<b>Subject: Approval of Minutes – February 6 and 12, 2024</b>	
<b>Moved by:</b>	
<b>Seconded by:</b>	
<p>BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE HEREBY ADOPTS THE REGULAR COUNCIL MINUTES OF TUESDAY, FEBRUARY 6, 2024, AND ITS SPECIAL MINUTES OF MONDAY, FEBRUARY 12, 2024.</p>	

Ayes \_\_\_\_\_ Nays \_\_\_\_\_

Carried: \_\_\_\_\_

Defeated: \_\_\_\_\_

Tabled/Postponed: \_\_\_\_\_

\_\_\_\_\_  
 John S. Beddows, Mayor

MA s. 246 - When a recorded vote is requested, the Clerk will call for each Councillors vote (Aye or Nay), mark the recorded vote as indicated by the member, and announce whether the motion is carried or defeated. The Mayor will then sign the motion.

<b>RECORDED VOTE:</b>	Aye	Nay
Brown, Colin		
Harper, Matt		
Kirkby, Patrick		
Koiner, Anne-Marie		
Leakey, Vicki		
Osmond, David		
Beddows, John		
<b>TOTALS</b>		

**REGULAR COUNCIL MEETING MINUTES**  
 Held on Tuesday, February 6, 2024, at 6:00 PM  
 Held via WebEx Video, Teleconference and In-Person

<b>COUNCIL MEMBERS PRESENT</b>		<b>STAFF PRESENT</b>
<b>Mayor:</b>	John Beddows	Melanie Kirkby, Acting CAO / Treasurer
<b>Councillors:</b>	Colin Brown	Penny Kelly, Clerk/CEMC
	Matt Harper	Brenda Guy, Manager of Planning and Development
	Patrick Kirkby	David Armstrong, Manager of Public Works
	Anne-Marie Koiner	Jeff Johnston, Manager of Parks and Recreation
	Vicky Leakey	Scott Gee, Police Chief
	David Osmond	
<b>Regrets:</b>		Gord Howard, Fire Chief

<b>1.</b>	<b>Call Meeting to Order</b>
	Mayor Beddows called the meeting to order at 5:30 PM.
<b>2.</b>	<b>Disclosure of Pecuniary Interest &amp; General Nature Thereof – None</b>
<b>3.</b>	<b>Closed Meeting of Council (Beginning at 5:30 PM)</b>
	<b>Move into Closed Session</b>
	Moved by Councillor Harper that the Council of the Town of Gananoque, in accordance with Section 239.2 of the <i>Municipal Act</i> , moves into Closed Session at 5:31 PM for the purpose of discussing one (1) item under Litigation or Potential Litigation, including Matters Before Administrative Tribunals, Affecting the Municipality or Local Board.  <b>CARRIED – UNANIMOUS</b>
<b>4.</b>	<b>Move Out of Closed Session at 6:04 PM</b>
	<b>Reporting Out of Closed Session – Matters Arising</b>
	A Closed Meeting was held. Council discussed one (1) item under Litigation or Potential Litigation, including Matters Before Administrative Tribunals, Affecting the Municipality or Local Board. There was nothing to report out on this item.
<b>5.</b>	<b>Canadian National Anthem</b>
	<ul style="list-style-type: none"> <li>The National Anthem was sung.</li> </ul>
<b>6.</b>	<b>Land Acknowledgement Statement</b>
	<ul style="list-style-type: none"> <li>Mayor Beddows read the Land Acknowledgement Statement.</li> </ul>
<b>7.</b>	<b>Public Question / Comment (Only Addressing Motion(s) or Reports on the Agenda)</b>
	<ul style="list-style-type: none"> <li>A Member of the public addressed Reports listed on the Agenda.</li> </ul>
<b>8.</b>	<b>Disclosure of Additional Items – None</b>
<b>9.</b>	<b>Delegations – None</b>
<b>10.</b>	<b>Presentations / Awards / Deputations – None</b>
<b>11.</b>	<b>Mayor’s Declaration – None</b>

12.	<b>Public Meetings</b>
	<b>1. Proposed Official Plan Amendment (OPA) and Class III Development Permit (DP) – OPA6-19 &amp; DP2023-18 (Prothero/Tranter) – 740 King Street West (+Report Council-PD-2024-01 and Report Council-PD-2024-02)</b>
	<ul style="list-style-type: none"> <li>• A public meeting was held with respect to a complete application received from Fotenn Planning &amp; Design (Applicant) on behalf of Island Canvas Inc., (Owner) for a proposed Official Plan Amendment (OPA) for the property municipally and legally described as 740 King Street West, ALL OF PART 34, PART OF LOTS 33 &amp; 35 BLOCK F, REGISTERED PLAN NO. 86 (WEST), TOWN OF GANANOQUE, to redesignate the lands from Residential to a Highway Commercial exception to permit the conversion of the existing building to a mixed-use with a custom workshop ground level and one (1) residential unit on the second storey (File No. OPA6-23) with no outside storage, and; to consider a Development Permit Application to redesignate the aforementioned property to Special Gateway Commercial to permit the custom workshop and residential unit on second storey, recognize the existing front and rear yard setbacks and elimination of the requirement for a loading zone (File No. DP2023-18).</li> <li>• With respect to the Official Plan Amendment, the Chair advised of the following: If a person or public body does not make oral submissions at a public meeting or make written submissions to the Town before the proposed Official Plan is adopted, the person or public body is not entitled to appeal the decision of the Town to the Ontario Land Tribunal (OLT).</li> <li>• If a person or public body does not make oral submissions at a public meeting or make written submissions to the Town before the proposed Official Plan is adopted, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal, unless in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.</li> <li>• If you wish to be notified of the decision of the Corporation of the Town of Gananoque in respect to this proposed Official Plan Amendment and related amendments, you must make a written request to the Clerk for the Town of Gananoque, 30 King Street East, Gananoque, Ontario K7G 1E9, or by email to <a href="mailto:clerk@gananoque.ca">clerk@gananoque.ca</a>.</li> </ul>
	<ul style="list-style-type: none"> <li>• <b>The Chair requested the Manager of Planning and Development present the Application to Council.</b> <ul style="list-style-type: none"> <li>• Brenda Guy, Manager of Planning and Development provided an overview of Council Report PD-2024-01 entitled “Official Plan Amendment 6 (OPA6) – File No. OPA6-23 – Prothero / Tranter – 40 King Street West”</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>• <b>The Chair asked if any member of Council had any questions or comments regarding the Official Plan Amendment.</b> <ul style="list-style-type: none"> <li>• Councillor Brown stated that he is in favor of the amendment to the Official Plan Amendment to change the designation from Residential to Highway Commercial, and remarked that it suits the community very well.</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>• <b>The Chair asked if any member of the public had any questions or comments regarding the Official Plan Amendment. – None</b></li> </ul>
	<ul style="list-style-type: none"> <li>• <b>The Chair requested the Manager of Planning and Development present the Development Permit Application to Council.</b> <ul style="list-style-type: none"> <li>• Brenda Guy, Manager of Planning and Development provided an overview of Council Report PD-2024-01 entitled “Class III Development Permit – File No. DP2023-18 – Prothero &amp; Tranter – 740 King Street West”</li> </ul> </li> <li>• <b>The Chair asked the Applicant / Owner if they have anything to add to the staff overview.</b> <ul style="list-style-type: none"> <li>• Mr. Tranter had no comments, and thanked Council for considering the application.</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>• <b>The Chair advised that under the Development Permit By-law, comments may be made by the public, however, once a Permit has been approved the only party able to appeal to the Ontario Land Tribunal is the Applicant.</b></li> <li>• <b>The Chair asked if any member of the public had any questions or comments – None</b></li> </ul>
	<ul style="list-style-type: none"> <li>• <b>The Chair asked if the Applicant / Owner had any additional questions or comments. – None</b></li> </ul>
	<ul style="list-style-type: none"> <li>• Council considered the following recommendations.</li> </ul>
	<p><b>Motion #24-009 – Official Plan Amendment 6 (OPA6) – File No. OPA6-23 – Prothero / Tranter – 40 King Street West</b></p> <p><b>Moved by:</b> Councillor Harper                      <b>Seconded by:</b> Deputy Mayor Leakey</p> <p>BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE HAS NO OBJECTION TO OPA6-2023 – ISLAND CANVAS INC., AT 740 KING STREET WEST TO REDESIGNATE THE LANDS FROM RESIDENTIAL TO HIGHWAY COMMERCIAL SPECIAL EXCEPTION ON SCHEDULE ‘A’ OF THE OFFICIAL PLAN AND SPECIAL POLICY TEXT FOR INCLUSION OF A DWELLING UNIT IN THE UPPER STOREY AND NO OUTSIDE STORAGE,</p> <p>AND FURTHER THAT COUNCIL PASS BY-LAW NO. 2024-014, BEING A BY-LAW TO AMEND THE OFFICIAL PLAN, AS RECOMMENDED BY THE PLANNING ADVISORY COMMITTEE AND AS PRESENTED IN COUNCIL REPORT-PD-2024-01.</p> <p style="text-align: right;"><b>CARRIED – UNANIMOUS</b></p>
	<p><b>Motion #24-010 – Class III Development Permit – File No. DP2023-18 – Prothero &amp; Tranter – 740 King Street West</b></p> <p><b>Moved by:</b> Councillor Harper                      <b>Seconded by:</b> Deputy Mayor Leakey</p> <p>BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE APPROVES DP2023-18 ISLAND CANVAS INC. – 740 KING STREET WEST, TO REDESIGNATE THE SITE TO GATEWAY COMMERCIAL SPECIAL EXCEPTION TO PRECLUDE OUTDOOR STORAGE, PERMIT A RESIDENTIAL UNIT IN THE UPPER STOREY, RECOGNIZE THE REDUCTION OF 10M TO 8.2M FRONT YARD SETBACK AND 6M TO 3.5M REAR YARD SETBACK, ELIMINATE REQUIREMENT FOR ONE LOADING SPACE BE APPROVED PROVIDED:</p> <ul style="list-style-type: none"> <li>• A FINAL SET OF DRAWINGS BE APPROVED FOR INCORPORATION INTO A DEVELOPMENT PERMIT AGREEMENT;</li> <li>• THE OWNER ENTER INTO AN AMENDING DEVELOPMENT PERMIT AGREEMENT WITHIN ONE YEAR OF THE NOTICE OF DECISION OR THE APPROVAL MAY LAPSE, AND;</li> <li>• ALL COSTS ASSOCIATED WITH FULFILLING THE CONDITIONS OF THIS DECISION ARE BORNE BY THE OWNER.</li> </ul> <p>AS RECOMMENDED BY THE PLANNING ADVISORY COMMITTEE (PAC) AND AS PRESENTED IN REPORT COUNCIL-PD-2024-02.</p> <p style="text-align: right;"><b>CARRIED – UNANIMOUS</b></p>
13.	<b>Unfinished Business – None</b>
14.	<b>Consent Agenda</b>
	<p><b>Moved By:</b> Councillor Harper                      <b>Seconded By:</b> Deputy Mayor Leakey</p> <p>Be it resolved that the Motion and By-laws listed on the Consent Agenda be passed accordingly:</p>
	<p><b>Motion #24-008 – Approval of Minutes – Tuesday, January 16 and Monday, January 29, 2024</b></p> <p>BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE HEREBY ADOPTS THE REGULAR COUNCIL MINUTES OF TUESDAY, JANUARY 16, 2024, AND IT SPECIAL COUNCIL MINUTES OF MONDAY, JANUARY 29, 2024.</p>





**Council-REC-2024-03 – Amend General Fees and Rates By-law No. 2016-047 –  
Schedule ‘H’ – Ice Rental Rates**

**By-law No. 2024-011 – Amend General Fees and Rates By-law No. 2016-047 –  
Schedule ‘H’ – Ice Rental Rates**

**Moved by:** Councillor Harper **Seconded by:** Deputy Mayor Leakey  
 BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2024-011, BEING A BY-LAW TO AMEND THE GENERAL FEES AND RATES BY-LAW NO. 2016-047, COMMUNITY RECREATIONAL SERVICES, SCHEDULE ‘H’, TO ADD AN 8% INCREASE TO THE ICE SURFACE FEES AND RATES FOR THE 2024/2025 ICE SEASON, AS PRESENTED IN COUNCIL REPORT REC-2024-03.

**CARRIED – UNANIMOUS**

**16. Motions** (Council Direction to Staff) – None

**17. Correspondence**

1. Accounts Payable – January 8 to 28, 2024

2. **Association of Municipalities Ontario (AMO) – Policy Update – Pre-Budget Submission – Request for Support**

**\*\*\*At this point, the Mayor Beddows vacated the Chair to speak to this recommendation.**

**\*\*\*Deputy Mayor Leakey took the Chair.**

**Motion #24-013 – Association of Municipalities Ontario (AMO) – Policy Update – Pre-Budget Submission – Request for Support**

**Moved by:** Mayor Beddows **Seconded by:** Councillor Harper  
**WHEREAS** CURRENT PROVINCIAL-MUNICIPAL FISCAL ARRANGEMENTS ARE UNDERMINING ONTARIO’S ECONOMIC PROSPERITY AND QUALITY OF LIFE;

**AND WHEREAS** NEARLY A THIRD OF MUNICIPAL SPENDING IN ONTARIO IS FOR SERVICES IN AREAS OF PROVINCIAL RESPONSIBILITY AND EXPENDITURES ARE OUTPACING PROVINCIAL CONTRIBUTIONS BY NEARLY \$4 BILLION A YEAR;

**AND WHEREAS** MUNICIPAL REVENUES, SUCH AS PROPERTY TAXES, DO NOT GROW WITH THE ECONOMY OR INFLATION;

**AND WHEREAS** UNPRECEDENTED POPULATION AND HOUSING GROWTH WILL REQUIRE SIGNIFICANT INVESTMENTS IN MUNICIPAL INFRASTRUCTURE;

**AND WHEREAS** MUNICIPALITIES ARE BEING ASKED TO TAKE ON COMPLEX HEALTH AND SOCIAL CHALLENGES – LIKE HOMELESSNESS, SUPPORTING ASYLUM SEEKERS AND ADDRESSING THE MENTAL HEALTH AND ADDICTIONS CRISES;

**AND WHEREAS** INFLATION, RISING INTEREST RATES, AND PROVINCIAL POLICY DECISIONS ARE SHARPLY CONSTRAINING MUNICIPAL FISCAL CAPACITY;

**AND WHEREAS** PROPERTY TAXPAYERS – INCLUDING PEOPLE ON FIXED INCOMES AND SMALL BUSINESSES – CAN’T AFFORD TO SUBSIDIZE INCOME RE-DISTRIBUTION PROGRAMS FOR THOSE MOST IN NEED;

**AND WHEREAS** THE PROVINCE CAN, AND SHOULD, INVEST MORE IN THE PROSPERITY OF COMMUNITIES;

**AND WHEREAS** MUNICIPALITIES AND THE PROVINCIAL GOVERNMENT HAVE A STRONG HISTORY OF COLLABORATION;

	<p><b>NOW THEREFORE, BE IT RESOLVED THAT THE PROVINCE OF ONTARIO COMMIT TO UNDERTAKING WITH THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO A COMPREHENSIVE SOCIAL AND ECONOMIC PROSPERITY REVIEW TO PROMOTE THE STABILITY AND SUSTAINABILITY OF MUNICIPAL FINANCES ACROSS ONTARIO;</b></p> <p>AND FURTHER THAT A COPY OF THIS MOTION BE SENT TO THE PREMIER OF ONTARIO; MINISTER OF MUNICIPAL AFFAIRS AND HOUSING; THE MINISTER OF FINANCE, AND; TO THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO.</p> <p style="text-align: right;"><b>CARRIED – UNANIMOUS</b></p>
	<p><b>***Deputy Mayor Leakey vacated the Chair.</b>  <b>***Mayor Beddows resumed the Chair.</b></p>
	3. Ministry of Agriculture, Food and Rural Affairs – Rural Economic Development (RED) Program
	4. Cataraqui Conservation – Hazard Mapping Update – Public Information Session
	5. Cataraqui Conservation – Watershed Conditions Statement – Water Safety for Unsafe Ice
	6. United Counties of Leeds & Grenville (UCLG) – Leaders Advocate for Leeds and Grenville Priorities at ROMA 2024
18.	<b>Notice Required Under the Notice By-law – None</b>
19.	<b>Committee Updates (Council Reps)</b>
	<ul style="list-style-type: none"> <li>• Members of Council provided their updates.</li> </ul>
20.	<b>Discussion of Additional Items – None</b>
21.	<b>Questions from the Media – None</b>
22.	<b>Confirmation By-law</b>
	<p><b>By-law No. 2024-009 – Confirming By-law – February 6, 2024</b>  <b>Moved By:</b> Councillor Harper <b>Seconded By:</b> Deputy Mayor Leakey  BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2024-009, BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS REGULAR MEETING HELD ON TUESDAY, FEBRUARY 6<sup>TH</sup>, 2024, BE READ THREE TIMES AND FINALLY PASSED THIS 6<sup>TH</sup> DAY OF FEBRUARY 2024.</p> <p style="text-align: right;"><b>CARRIED – UNANIMOUS</b></p>
23.	<p><b>Next Meeting(s):</b>  1. Regular Council – Tuesday, February 20, 2024, at 6:00 PM</p>
24.	<b>Adjournment</b>
	<p><b>Moved By:</b> Councillor Harper  Be it resolved that Council hereby adjourns this regular meeting of Council at 7:21 PM.</p> <p style="text-align: right;"><b>CARRIED – UNANIMOUS</b></p>
<hr style="width: 100%;"/> <p>John S. Beddows, Mayor</p>	<hr style="width: 100%;"/> <p>Penny Kelly, Clerk / CEMC</p>

**SPECIAL COUNCIL MEETING MINUTES**  
 Held on Monday, February 12, 2024 at 5:30 PM  
 Virtual Only

<b>COUNCIL MEMBERS PRESENT</b>		<b>STAFF PRESENT</b>
<b>Mayor:</b>	John Beddows	Penny Kelly, Clerk/CEMC
<b>Councillors:</b>	Colin Brown	
	Matt Harper	
	Patrick Kirkby	
	Anne-Marie Koiner	
	Vicky Leakey	
	David Osmond	

<b>1.</b>	<b>Call Meeting to Order</b>
	Mayor Beddows called the meeting to order at 5:31 PM
<b>2.</b>	<b>Disclosure of Pecuniary Interest &amp; General Nature Thereof – None</b>
<b>3.</b>	<b>Closed Meeting of Council</b>
	Moved by Deputy Mayor Leakey that the Council of the Town of Gananoque, in accordance with Section 239.2 of the <i>Municipal Act</i> , moves into Closed Session at 5:31 PM for the purpose discussing an item under Personal Matters Concerning an Identifiable Individual, Including Municipal or Board Employees, regarding a human resources matter.  <b>CARRIED – UNANIMOUS</b>
<b>4.</b>	<b>Move Out of Closed Session at 6:02 PM</b>
	<b>Council resumed the Open Session at 6:02 PM.</b>
<b>5.</b>	<b>Reporting Out of Closed Session – Matters Arising</b>
	A Closed Meeting was held. Council discussed one (1) item under Personal Matters Concerning an Identifiable Individual, Including Municipal or Board Employees, regarding a human resources matter. There was nothing to report out on this item.
<b>6.</b>	<b>Questions from the Media – None</b>
<b>7.</b>	<b>Confirmation By-law</b>
	<b>By-law No. 2024-013 – Confirming By-law – February 12, 2024</b> <b>Moved By:</b> Deputy Mayor Leakey <b>Seconded By:</b> Councillor Koiner BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2024-013, BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS SPECIAL MEETING HELD ON MONDAY, FEBRUARY 12 <sup>TH</sup> , 2024, BE READ THREE TIMES AND FINALLY PASSED THIS 12 <sup>TH</sup> DAY OF FEBRUARY 2024.  <b>CARRIED – UNANIMOUS</b>

The Town invites and encourages people with disabilities to attend and voice their comments in relation to accessibility related reports. For those who are unable to attend, the Town encourages the use of the Customer Feedback Form found on the Accessibility Page on the Town's website.

8.	<b>Next Meeting</b> – Tuesday, February 20, 2024 @ 6:00 PM	
9.	<b>Adjournment</b>	
	<p><b>Moved By:</b> Deputy Mayor Leakey          Be it resolved that Council hereby adjourns this regular meeting of Council at 6:04 PM.</p> <p style="text-align: right;"><b>CARRIED – UNANIMOUS</b></p>	
<hr/> John Beddows, Mayor	<hr/> Penny Kelly, Clerk	

The Town invites and encourages people with disabilities to attend and voice their comments in relation to accessibility related reports. For those who are unable to attend, the Town encourages the use of the Customer Feedback Form found on the Accessibility Page on the Town’s website.

**Council Report – REC-2024-04**

**Date:** February 20, 2024

**IN CAMERA**

**Subject:** Lease Agreement – 125 Water Street – 1000 Islands History Museum

**Author:** Jeff Johnston, Manager of Parks & Recreation

**OPEN SESSION**

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**RECOMMENDATION:**

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2024-016, BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN A LEASE AGREEMENT WITH THE 1000 ISLANDS HISTORY MUSEUM LOCATED AT 125 WATER STREET FOR A TEN (10) YEAR TERM, AS PRESENTED IN COUNCIL REPORT REC-2024-04.

**STRATEGIC PLAN COMMENTS:**

Sector #8 – Governance and Administration – Strategic Initiative #4 – Town Council will ensure openness and transparency in its operations.

**BACKGROUND:**

In 2016, the 1000 Islands History Museum then named the “Arthur Child Heritage Museum” signed a ten (10) year Lease Agreement with the Town until December 31, 2025.

Fall 2023, the Executive Director of the Museum approached the Town to inquire if the Town would consider signing a new lease agreement so the museum can apply for an Ontario Trillium Foundation (OTF) grant in 2024. The OTF requires a tenant to have at least five (5) years remaining on their Lease Agreement, therefore at the moment the Museum does not meet this requirement.

**INFORMATION/DISCUSSION:**

The Tenant is not in default under any terms and conditions of the Lease and has requested that a new Agreement be made to cover a ten (10) year term.

All terms and conditions of the current Lease Agreement will be carried forwarded to the new Agreement save for and except the addition of clause four (4) and rewording of several clauses to the current leasing standard.

Staff recommends maintaining the current conditions and base rent amount cited in Attachment 1.

To be consistent with the Boat Museum lease, staff are proposing a first right of refusal at full market rate, should Council ever choose to sell the property.

**APPLICABLE POLICY/LEGISLATION:**

Current Lease Agreement – *Attachment 2*

**FINANCIAL CONSIDERATIONS:**

As per Clause 2.2, the Tenant shall pay a rental free of \$1.00 per year and as per Clause 2.3(a) the Tenant shall pay all “Additional Rent” items listed in the Agreement.

**CONSULTATIONS:**

Melanie Kirkby, CAO / Treasurer

Joanne Van Dreumel, Museum Executive Director

**ATTACHMENTS:**

Attachment 1 – Lease Agreement – March 1, 2024 to February 28, 2034

Attachment 2 – Current Lease Agreement – January 1, 2016 to December 31, 2025

Attachment 3 – Draft By-law No. 2024-016

<b>APPROVAL</b>	<p>_____ Jeff Johnston, Manager of Parks &amp; Recreation</p> <p>_____ Melanie Kirkby, CAO / Treasurer</p> <p>Certifies that unless otherwise provided for in this report the funds are contained within the approved Budgets and that the financial transactions are in compliance with Council’s own policies and guidelines and the <i>Municipal Act</i> and regulations.</p>
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**LEASE  
(COMMERCIAL)**

Made this \_\_\_\_\_ day of \_\_\_\_\_, 2024

BETWEEN

**THE CORPORATION OF THE TOWN OF GANANOQUE**  
(the "Landlord")

-and-

**THOUSAND ISLANDS HISTORY MUSEUM**  
(the "Tenant")

In consideration of the rents, covenants and obligations stipulated herein the Landlord and the Tenant have agreed to enter into a Lease of the premises located in the Historic 1000 Islands Village in the Town of Gananoque and more particularly as follows:

**BUILDING:** 1000 Islands History Museum

**MUNICIPAL ADDRESS:** 125 Water Street, Gananoque, ON K7G 2M5

Hereinafter referred to as the "Premises".

**1. GRANT OF LEASE**

- (1) The Landlord leases the Premises to the Tenant:
  - (a) at the Rent set forth in Section 2;
  - (b) for the Term set forth in Section 3, and;
  - (c) subject to the conditions and in accordance with the covenants, obligations and agreements herein.
- (2) The Landlord covenants that it has the right to grant the leasehold interest in the Premises free from encumbrances except as disclosed on title.
- (3) The Tenant acknowledges and agrees that it is accepting the Premises in an "as is, where is" condition.

## **2. RENT**

- (1) The Tenant covenants to pay all other sums required by this Lease to be paid by it and agrees that all amounts payable by the Tenant to the Landlord or to any other party pursuant to the provisions of this Lease shall be deemed to be additional rent (“Additional Rent”) whether or not specifically designated as such in this Lease.
- (2) The Tenant shall pay a rental fee of \$1.00 per year of which the Landlord hereby recognizes receipt of same.
- (3) The Landlord and the Tenant agree that it is their mutual intention that this Lease shall be a completely carefree net lease for the Landlord and that the Landlord shall not, during the term of this lease, be required to make any payments in respect of the Premises other than charges of a kind personal to the Landlord (such as income and estate taxes and mortgage payments):
  - (a) And to affect the said intention of the parties the Tenant promises to pay the following expenses related to the Premises as Additional Rent:
    - (i) Utilities (including but not limited to gas, electricity, water and sewer);
    - (ii) Services supplied to the Premises, provided that this does not in any way oblige the Landlord to provide any services, unless otherwise agreed to in this Lease:
    - (iii) Maintenance items such as carpet and window cleaning, additional landscape other than what is provided by the Town, etc; (beyond the items provided for those indicated in 2.(3) (a) (iv));
    - (iv) The Landlord shall be responsible for maintenance items as listed herein:
      - Planting beds;
      - Pressure washing the building exterior;
      - Spraying for insects as required;
      - Health and safety requirements such as the elevator and fire sprinkler inspection; and
      - Machinery items such as HVAC and heating.

## **3. TERM AND POSSESSION**

- (1) The Tenant shall have possession of the Premises for a period of ten (10) years, commencing on:

The 1<sup>st</sup> day of March, 2024 (the “Commencement Date”),



and ending on:

The 28<sup>th</sup> day of February, 2034 (collectively, the "Term").

- (2) Subject to the Landlord's rights under this Lease, and as long as the Lease is in good standing the Landlord covenants that the Tenant shall have quiet enjoyment of the Premises during the Term of this Lease without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord.

#### **4. OPTION TO RENEW**

- (1) Provided that the Tenant is not in material default and has not been persistently or repeatedly in default and all monies due under the Lease have been paid, the Tenant shall have the option to renew for one (1) further consecutive term of five (5) years, provided that the Landlord receives at least six (6) months written notice prior to the expiry of the then current Term.
- (2) The said renewal terms shall be on the same terms and conditions as herein contained save and except for the following:
  - a. The Rent for the renewal terms shall be determined between the parties based upon the then current lease rates charged for premises of a similar size, nature and location, as improved.
  - b. The Tenant shall accept the Premises "as is, where is".
- (3) Should the Landlord at any time during the currency of this lease and future leases wish to sell the demised premises, it grants to the Tenant the right of first refusal to purchase the property for the average of two (2) independent AACI appraisals, on such terms and conditions to be determined by the parties at that time acting reasonably.

#### **5. RIGHT TO TERMINATE**

- (1) This Lease may be terminated at any time by the Tenant upon providing at least one hundred and eighty (180) days written notice to the Landlord.
- (2) This Lease may be terminated at any time by the Landlord upon providing at least one hundred and eighty (180) days written notice to the Tenant.

#### **6. ASSIGNMENT**

- (1) The Tenant shall not assign this Lease or sublet the whole or any part of the Premises during the Term unless it first obtains the consent of the Landlord in writing, which consent shall not unreasonable be withheld, and the Tenant hereby waives its right to the benefit of any present or future Act of the Legislature of Ontario which would allow the Tenant to assign this Lease or

sublet the Premises without the Landlord's consent.

- (2) The Landlord hereby grants permission for the Gananoque and District Historical Society to occupy a portion of the premises.
- (3) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.
- (4) Any consent granted by the Landlord shall be conditional upon the assignee, sub lessee or occupant executing a written agreement directly with the Landlord agreeing to be bound by all the Terms and Conditions of this Lease as if the assignee, sub lease or occupant had originally executed this Lease as Tenant.
- (5) Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Premises shall not relieve the Tenant from its obligations under this Lease, including the obligation to pay Rent and Additional Rent as provided for herein.

## **7. USE AND EXCLUSIVITY**

- (1) During the Term of this Lease the Premises shall not be used for any purpose other than a museum and gift shop purposes, including but not limited to workshops, community group uses, seminar, displays and educational programming. The product lines purchased for retail shall be exclusive to this business. In the event of duplication or merchandising conflict with the commercial tenants within the Historic Village, seniority of tenure with the product shall prevail.
- (2) The Board of Directors of the 1000 Islands History Museum shall operate/administer the facility in accordance with its mission and mandate with due diligence in accordance with the criteria as outlined 7 (1).
- (3) In consideration of the Tenant entering into this Lease, the Landlord covenants with the Tenant that during the Term of this Lease, it shall not Lease any other space within the Historic 1000 Islands Village to any person for a primary purpose for which the Premises have been leased by the Tenant.
- (4) The Tenant shall not do or permit to be done at the Premises anything which may:
  - (a) Constitute a nuisance;
  - (b) Cause damage to the Premises or the Building or the Grounds;
  - (c) Cause injury or annoyance to occupants of neighbouring premises;

- (d) Make void or voidable any insurance or cause any increase in the premium payable by the Landlord of insurance upon the Premises; or
  - (e) Constitute a breach of any by-law, statute, order or regulation of any municipal, Provincial or other competent authority relating to the Premises.
- (5) The Tenant covenants and agrees that every effort will be made to conserve energy as it relates to hydro and water consumption, which the Landlord shall review on an ongoing basis.

## **8. REPAIR AND MAINTENANCE**

- (1) The Tenant covenants that during the term of this Lease and any renewal thereof the Tenant shall keep in good condition the Premises including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed repairs and all necessary replacements as would a prudent owner, but the Tenant shall not be liable to affect repairs attributable to reasonable wear and tear, or to damage caused by fire, lightning or storm.
- (2) The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Premises to examine the condition thereof and view the state of repair at reasonable times:
  - (a) and if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Tenant by or on behalf of the Landlord and the Tenant shall make the necessary repairs within the time specified in the notice;
  - (b) and if the Tenant refuses or neglects to keep the Premises in good repair the Landlord may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Premises or cause its servants or agents to enter the Premises, for the purpose of effecting the repairs without being liable to the Tenant for any loss, damage or inconvenience to the Tenant in connection with the Landlord's entry and repairs, and if the Landlord makes repairs the Tenant shall pay the cost of them immediately as Rent.
- (3) Upon the expiry of the Term or other determination of this Lease the Tenant agrees to peaceably surrender the Premises, including any alterations or additions made thereto, to the Landlord in a state of good repair, reasonable wear and tear only excepted.
- (4) The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Premises from any cause.

## 9. ALTERATIONS AND ADDITIONS

- (1) If the Tenant during the Term of this Lease or any renewal of it, desires to make any alterations or additions to the Premises, including but not limited to: erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Tenant's business, the Tenant may do so at its own expense, at any time and from time to time, if the following conditions are met:
  - (a) Before undertaking any alteration or addition the Tenant shall submit to the Landlord a plan showing the proposed alterations or additions and items included in the plan which are regarded by the Tenant as "Trade Fixtures" shall be designated as such on the plan, and the Tenant shall not proceed to make any alteration or addition unless the Landlord has approved the plan, and the Landlord shall not unreasonably or arbitrarily withhold its approval;
  - (b) Any and all alterations or additions to the Premises made by the Tenant must comply with all applicable building code standards and by-laws of the municipality in which the Premises are located.
- (2) The Tenant shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Premises.
- (3) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the building in which the Premises are located unless the sign, advertisement or notice has been approved in every respect by the Landlord, which approval may be withheld if the Landlord determines in its absolute discretion that such sign, advertisement or notice is not consistent with the image and general appearance and character of the Historic 1000 Islands Village.
- (4) All alterations and additions to the Premises made by or on behalf of the Tenant, other than the Tenant's Trade Fixtures, shall immediately become the property of the Landlord without compensation to the Tenant.
- (5) The Tenant agrees, at its own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Premises made by the Tenant or in connection with any other activity of the Tenant.

- (6) If the Tenant has complied with its obligations according to the provisions of this Lease, the Tenant may remove its Trade Fixtures at the end of the Term or other termination of this Lease and the Tenant covenants that it will make good and repair or replace as necessary any damage caused to the Premises by the removal of the Tenant's Trade Fixtures.
- (7) Other than as provided in Section 9(5) above, the Tenant shall not, during the Term of this Lease or anytime thereafter remove from the Premises any Trade Fixtures or other goods and chattels of the Tenant except in the following circumstances:
  - (a) the removal is in the ordinary course of business;
  - (b) the Trade Fixture has become unnecessary for the Tenant's business or is being replaced by a new or similar Trade Fixture, or;
  - (c) the Landlord has consented in writing to the removal;

But in any case, the Tenant shall make good any damage caused to the Premises by the installation or removal of any Trade Fixtures, equipment, partitions, furnishings and any other objects whatsoever brought onto the Premises by the Tenant.

- (8) The Tenant shall, at its own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Premises during the Term, and shall repair all damage caused by the installation or the removal or both.
- (9) The Tenant shall not bring onto the Premises or any part of the Premises any machinery, equipment or any other things that might in the opinion of the Landlord, by reason of its weight, size or use, damage the Premises or overload the floors of the Premises, and if the Premises are damaged or overloaded the Tenant shall restore the Premises immediately or pay to the Landlord the cost of restoring the Premises.

## **10. INSURANCE**

- (1) The Landlord shall provide and maintain insurance on the Premises against loss, damage or destruction caused by fire and extended perils under a standard extended form of fire insurance policy in such amounts and on such terms and conditions as would be carried by a prudent owner of a similar building, having regard to the size, age and location of the Premises. The amount of insurance to be obtained shall be determined at the sole discretion of the Landlord. The Landlord may maintain such other insurance in respect of the Property, the Premises and the operation and management of the Property as the Landlord determines, acting reasonably. The Tenant shall not be an insured under the policies with respect to the Landlord's insurance, nor

shall it be deemed to have any insurable interest in the property covered by such policies, or any other right or interest in such policies or their proceeds. Any such insurance and any payment of the proceeds thereof to the Landlord shall not relieve the Tenant of its obligations to continue to pay Rent during any period of rebuilding, replacement, repairing or restoration of the Premises, except as provided in Section 11.

- (2) If the occupancy of the Premises, the conduct of business in the Premises, or any acts or omissions of the Tenant in the Premises or any part thereof, causes or results in any increase in premiums for the insurance carried from time to time by the Landlord with respect to the Premises, Rent shall be increased so as to include any such increase in premiums after invoices for such additional premiums are rendered by the Landlord. In determining whether increased premiums are caused by or result from the use and occupancy of the Premises, a schedule issued by the organization computing the insurance rate on the Premises showing the various components of such rate shall be conclusive evidence of the several items and charges which make up such rate.
- (3) The Tenant shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance:
  - (a) "All Risks" insurance on property of every description and kind owned by the Tenant, or for which the Tenant is legally liable, or which is installed by or on behalf of the Tenant, within the Premises including, without limitation, stock- in-trade, furniture, equipment, partitions, Trade Fixtures and leasehold improvements, in an amount not less than the full replacement cost thereof from time to time;
  - (b) general liability and property damage insurance, including personal liability, contractual liability, tenants' legal liability, non-owned automobile liability, and owners' and contractors' protective insurance coverage with respect to the Premises, which coverage shall include the business operations conducted by the Tenant and any other person on the Premises. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than two million dollars (\$2,000,000) or such higher limits as the Landlord may reasonably require from time to time;
  - (c) when applicable, broad form comprehensive boiler and machinery insurance on a blanket repair and replacement basis, with limits for each accident in an amount not less than the full replacement costs of the Property, with respect to all boilers and machinery owned or operated by the Tenant or by others (other than the Landlord) on behalf of the Tenant in the Premises or relating to or serving the Premises;
  - (d) business interruption and/or extra expense insurance in an amount sufficient to cover the Tenant's Rent for a period of not less than

twelve (12) months; If applicable, standard owners' form automobile insurance providing third party liability insurance with Two Million Dollars (\$2,000,000) inclusive limits, and accident benefits insurance, covering all licensed vehicles owned, leased or operated by or on behalf of the Tenant;

- (e) plate glass insurance with respect to all glass windows and glass doors in or on the Premises for the full replacement value thereof, and;
  - (f) such other forms of insurance as may be reasonably required by the Landlord and any mortgagee from time-to-time.
- (4) All such insurance shall be with insurers and shall be on such terms and conditions as the Landlord reasonably approves. The insurance described in Sections 10(3)(b) shall name as an additional insured the Landlord and anyone else with an interest in the Premises from time to time designated in writing by the Landlord. The Landlord agrees to make available such proceeds toward repair or replacement of the insured property if this Lease is not terminated pursuant to the terms of this Lease. All public liability insurance shall contain a provision for cross- liability or severability of interest as between the Landlord and the Tenant.
- (5) The Tenant acknowledges, agrees and covenants to indemnify and save harmless the Landlord from and against any and all losses or claims, actions, demands, liabilities, costs (including but not limited to legal costs incurred by the Landlord with respect to enforcing this provision and/or any other provision of this Lease), damages and/or expenses whatsoever that the Landlord may incur or suffer as a consequence of or in connection with the exercise of the Tenant's rights under this Lease, and/or arising out of or occasioned by the maintenance, use or occupancy of the Premises or the subletting or assignment of same or any part thereof, whether in respect of loss of life, personal injury and/or damage to or loss of property. And the Tenant further covenants to indemnify the Landlord with respect to any encumbrance on or damage to the Premises occasioned by or arising from the act, default, or negligence of the Tenant, its officers, agents, servants, employees, contractors, customers, invitees or licensees and the Tenant agrees that the foregoing indemnity shall survive the termination of this Lease notwithstanding any provisions of this Lease to the contrary.
- (6) Prior to occupancy of the Premises by the Tenant, the Tenant shall provide the Landlord with proof satisfactory to the Landlord that the insurance set forth in this Section 10 is in place.

## 11. DAMAGE TO THE PREMISES

- (1) If the Premises or the Building are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:
  - (a) if the damage or destruction renders the Premises unfit for occupancy or repair or rebuild within 120 clear days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date the damage or destruction occurred, and the Tenant shall immediately surrender the remainder of the Term and give possession of the Premises to the Landlord, and the Rent from the time of the surrender shall abate;
  - (b) If the Premises are rendered wholly unfit for occupancy but can reasonably be repaired and rendered fit for occupancy within 120 days from the happening of the damage or destruction, then the Rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Landlord shall repair the Premises with all reasonable speed, and the Tenant's obligation to pay Rent shall resume immediately after the necessary repairs have been completed, and;
  - (c) if the Premises can be repaired within 120 days as aforesaid, but the damage is such that the Premises are capable of being partially used, then until such damage has been repaired, the Tenant shall continue in possession and the Rent shall abate proportionately based on the usable square footage.
- (2) Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an architect retained by the Landlord.
- (3) Apart from the provisions of Section 11(1) there shall be no abatement from or reduction of the Rent payable by the Tenant, nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities, from any cause whatsoever.

## 12. ACTS OF DEFAULT AND LANDLORD'S REMEDIES

- (1) An "**Act of Default**" has occurred when:
  - (a) the Tenant has failed to pay Rent when due and such failure to pay continues for a period of Five (5) days, regardless of whether demand for payment has been made or not;
  - (b) the Tenant has breached any of its obligations in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this



Section 12(1), after notice in writing from the Landlord to the Tenant:

- (i) the Tenant fails to remedy such breach within ten (10) days (or such shorter period as may be provided in this Lease), or;
  - (ii) if such breach cannot reasonably be remedied within ten (10) days (or such shorter period), the Tenant fails to commence to remedy such breach within ten (10) days of such breach, or thereafter fails to proceed diligently to remedy such breach;
- (c) the Tenant has:
- (i) become bankrupt or insolvent or made an assignment for the benefit of creditors;
  - (ii) had its property seized or attached in satisfaction of a judgment;
  - (iii) had a receiver appointed;
  - (iv) committed any act or neglected to do anything with the result that a construction lien or other encumbrance is registered against the Landlord's property;
  - (v) without the consent of the Landlord, made or entered into an agreement to make a bulk sale of its assets;
  - (vi) taken action with a view to winding up, dissolution or liquidation;
- (d) any insurance policy is cancelled or not renewed by reason of the use occupation of the Premises, or by reason of non-payment of premiums, or;
- (e) the Premises;
- (i) become vacant or remain unoccupied for a period of thirty (30) consecutive days between the 1<sup>st</sup> day of May and the 31<sup>st</sup> day of October in any lease year during the Term; or
  - (ii) are not open for business on more than thirty (30) business days between the 1<sup>st</sup> day of May and the 31<sup>st</sup> day of October in any lease year during the Term; or;

- (iii) are used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the Landlord.
- (2) When an Act of Default on the part of the Tenant has occurred:
  - (a) the Landlord shall have the right to terminate this Lease and to re-enter the Premises and deal with them as it may choose.
- (3) The Tenant covenants that notwithstanding any present or future Act of the Legislature of the Province of Ontario, the personal property of the Tenant during the term of this Lease shall not be exempt from levy by distress for Rent in arrears, and the Tenant acknowledges that it is upon the express understanding that there should be no such exemption that this Lease is entered into, and by executing this Lease:
  - (i) the Tenant waives the benefit of any such legislative provisions which might otherwise be available to the Tenant in the absence of this agreement, and;
  - (ii) the Tenant agrees that the Landlord may plead this covenant as an estoppel against the Tenant if an action is brought to test the Landlord's right to levy distress against the Tenant's property.
- (4) If, when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.
- (5) If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available to it under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent the Landlord from exercising its remedies with respect to a subsequent Act of Default. No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

### **13. TERMINATION UPON NOTICE AND AT END OF TERM**

- (1) If the Landlord desires at any time to remodel or demolish the Premises or any part thereof to an extent that renders continued possession by the Tenant impracticable, the Tenant shall upon receiving one hundred and eighty (180) clear days' written notice from the Landlord:

- (a) Surrender this Lease, including any expired reminder of the Term, and;
  - (b) Vacate the Premises and give the Landlord possession.
- (2) The Tenant agrees to permit the Landlord during the last one hundred and eighty (180) days of the Term to display "For Rent" or "For Sale" signs or both at the Premises and to show the Premises to prospective new tenants or purchasers and to permit anyone having written authority of the Landlord to view the Premises at reasonable hours.
- (3) If the Premises are subject to an Agreement of Purchase and Sale or if the Premises are expropriated or condemned by any competent authority:
- (a) The Landlord or Tenant shall have the right to terminate this Lease by giving thirty (30) clear days' notice in writing to the other party.
- (4) If the Tenant remains in possession of the Premises after termination of this Lease as aforesaid and if the Landlord then accepts rent for the Premises from the Tenant, it is agreed that such over-holding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy only but the tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term.

#### **14. SUBORDINATION AND POSTPONEMENT**

- (1) This Lease and all the rights of the Tenant under this Lease are subject and subordinate to any and all charges against the land, or the building or improvements therein, whether the charge is in the nature of a mortgage, trust deed, lien or any other form of charge arising from the financing or re-financing, including extensions or renewals, of the Landlord's interest in the property.
- (2) Upon the request of the Landlord the Tenant will execute any form required to subordinate this Lease and the Tenant's rights to any such charge, and will, if required, attorn to the holder of the charge.
- (3) No subordination by the Tenant shall have the effect of permitting the holder of any charge to disturb the occupation and possession of the Premises by the Tenant as long as the Tenant performs its obligations under this Lease.

#### **15. RULES AND REGULATIONS**

- (1) The Tenant agrees on behalf of itself and all persons entering the Premises with the Tenant's authority or permission to abide by the rules and regulations set out at Schedule "A" attached hereto and forming part of the agreement; and as the Landlord may make from time-to-time.

## 16. NOTICE

- (1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this Lease may be given

To the Landlord at:

The Corporation of the Town of Gananoque  
30 King Street East  
Gananoque ON, K7G 1E9  
ATTN: Clerk  
Telephone: 613-382-2149 Ext. 1120  
Email: [clerk@gananoque.ca](mailto:clerk@gananoque.ca)

To the Tenant at:

The 1000 Islands Heritage Museum  
125 Water St.  
Gananoque ON, K7G 3E3  
ATTN: Executive Director  
Telephone: 613-382-2535

- (2) The above addresses may be changed at any time by giving ten (10) days written notice.
- (3) Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

## 17. INTERPRETATION

- (1) The words importing the singular number shall include the plural, and vice versa, and words importing the masculine gender include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
- (2) Unless the context otherwise requires, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include the executors, administrators, successors and assigns the of or by Landlord and Tenant, respectively.

## 18. GENERAL AND MISCELLANEOUS

- (1) **Registration**

The Tenant shall not at any time register notice of or a copy of this Lease to the property of which the premises form part without consent of the Landlord.

In this Lease:

- (a) the words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa;
- (b) unless the context otherwise requires, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Landlord and Tenant, respectively, and;
- (c) if at any time there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several.

(2) **Environmental**

For the purposes of this Section 18(3), the following terms shall have the following meanings:

“environmental laws” means all laws, regulations and guidelines relating to the public health, safety or protection of the environment or any successor laws, regulations and guidelines which may be in force during the Term, and;

“hazardous material” means contaminants, flammable substances, explosives, radioactive materials, hazardous waste or substances, toxic waste or substances, or petroleum or hydrocarbon substances, or words of similar import under any environmental law, or any other waste, material or pollutants included in the definition of “contaminant”, “pollutant”, “hazardous substance”, “toxic substance”, “hazardous material”, “hazardous waste” (or “extremely hazardous waste” or “restrictive hazardous waste”), “waste”, “dangerous goods”, or words of similar import under any environmental laws.

The Tenant agrees to indemnify the Landlord against any loss, cost, damage, claim or expense arising out of or relating to the presence, use, handling, discharge, release or disposal of hazardous material on, in to, or from the Premises, by the Tenant or those for whom the Tenant is responsible (including any customers or invitees).

(3) **Counterparts**

This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Lease.

(4) **Force Majeure**

Notwithstanding any other provision contained herein, in the event that either the Landlord or the Tenant should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, then performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay. The provisions of this Section 17(4) shall not under any circumstances operate to excuse the Tenant from prompt payment of Rent and/or any other charges payable under this Lease and Entire Agreement

There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease, save as expressly set out or incorporated by reference herein, and this Lease constitutes the entire agreement duly executed by the parties, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties.

(5) **Severability**

If any provision of this Lease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

(6) **Time of the Essence**

Time shall be of the essence in all respects.

(7) **Health and Safety Compliance**

The Tenant shall at all times maintain compliance with all municipal, provincial and federal health and safety laws, rules and regulations. Without limiting the generality of the foregoing, the Tenant shall maintain at all times throughout the Term and any extension or renewal thereof an up-to-date, successful health inspection report from Leeds, Grenville and Lanark District Health Unit and shall, upon request of the Landlord, provide proof of same.

(8) **Exclusive Agreement**

This Lease supersedes and replaces any other or previous agreement, whether verbal or in writing, between the parties with respect to the subject matter of this Lease.

In Witness of the foregoing covenants the Landlord and the Tenant have executed this Lease.

**THE CORPORATION OF THE TOWN OF GANANOQUE**

\_\_\_\_\_  
John Beddows, Mayor

\_\_\_\_\_  
Penny Kelly, Clerk

*We have the authority to bind the Corporation*

**THOUSAND ISLANDS HISTORY MUSEUM**

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Board Chair

*We have the authority to bind the Corporation*

## **SCHEDULE "A"**

### **RULES AND REGULATIONS**

The Tenant shall observe the following Rules and Regulations (as amended, modified or supplemented from time to time by the Landlord as provided in this Lease):

1. The sidewalks, entrances, elevators, stairways and corridors of the Building shall not be obstructed or used by the Tenant, its agents, servants, contractors, invitees or employees for any purpose other than access to and from the Premises. Two sale display "racks" of reasonable size will be permitted external to the building being leased.
2. The floors, sky-lights and windows that reflect or admit light into passageways or into any place in the Building shall not be covered or obstructed by the Tenant, and no awnings shall be put over any window.
3. The toilets, sinks, drains, washrooms and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances, such as chemicals, solvents, noxious liquids or pollutants shall be thrown therein, and any damage resulting to them from misuse shall be borne by the Tenant by whom or by whose employees, agents, servants, contractors or invitees the damage was caused.
4. The Tenant shall not perform any acts or carry on any activity which may damage the Premises or the common areas of the Building or be a nuisance to any other tenant.
5. No animals or birds shall be brought into the Building or kept on the Premises except as required to accommodate the accessibility of individuals.
6. The Tenant shall not mark, drill into, bore or cut or in any way damage or deface the walls, ceilings or floors of the Premises unless any such changes to the walls, ceilings and/or floors is being done to the Premises to supplement its permitted use pursuant to section 7(1), and the Tenant undertakes to restore and repair any such changes made to the Premises at Tenant's sole cost and expense and to the same condition as existed at the Commencement Date. Any failure to restore and repair the walls, ceiling and/or floors of the Premises shall be deemed a breach of the Lease. No wires, pipes or conduits shall be installed in the Premises without prior written approval of the Landlord. No broadloom or carpeting shall be affixed to the Premises by means of a non-soluble adhesive or similar products.
7. No one shall use the Premises for sleeping apartments or residential purposes, for the storage of personal effects or articles other than those required for business use and purpose identified in Section 7(1), or for any illegal purpose.
8. The Tenant shall not use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, public address systems, sound amplifiers, radio, broadcast or television apparatus within the Building which is in any manner audible or visible outside of the Premises.
9. The Tenant must observe strict care not to allow windows to remain open so as to admit rain or snow, or so as to interfere with the heating of the Building. The Tenant neglecting this rule will be responsible for any damage caused to the property of other tenants, or to the property of the Landlord, by such carelessness. The Tenant, when closing the Premises, shall close all windows and lock all doors.



10. The Tenant shall not without the express written consent of the Landlord, place any additional locks upon any doors of the Premises and shall not permit any duplicate keys to be made therefor; but shall use only additional keys obtained from the Landlord, at the expense of the Tenant, and shall surrender to the Landlord on the termination of the Lease all keys of the Premises.
11. No inflammable oils or other inflammable, toxic, dangerous or explosive materials shall be kept or permitted to be kept in or on the Premises.
12. No bicycles or other vehicles shall be brought within the Premises, unless otherwise agreed to in writing.
13. Nothing shall be placed on the outside of windows or projections of the Premises. No air conditioning equipment shall be placed at the windows of the Premises without the consent in writing of the Landlord.
14. Canvassing, soliciting and peddling in the Building is prohibited.
15. The Tenant shall first obtain in writing the consent of the Landlord to any alteration or modification to the electrical system in the Premises and all such alterations and modifications shall be completed at the Tenant's expense by an electrical contractor acceptable to the Landlord.
16. The Tenant shall first obtain in writing the consent of the Landlord to the placement by the Tenant of any garbage containers or receptacles outside the Premises or Building.
17. The Tenant shall not install or erect on or about the Premises television antennae, communications towers, satellite dishes or other such apparatus.
18. The Landlord shall have the right to make such other and further reasonable rules and regulations and to alter, amend or cancel all rules and regulations as in its judgement may from time to time be needed for the safety, care and cleanliness of the Building and for the preservation of good order therein and the same shall be kept and observed by the Tenant, its employees, agents, servants, contractors or invitees. The Landlord may from time to time waive any of such rules and regulations as applied to particular tenants and is not liable to the Tenant for breaches thereof by other tenants.

**LEASE**  
(Commercial)

Made this 1 day of January, 2016

**BETWEEN**

THE CORPORATION OF THE TOWN OF GANANOQUE  
(the "Landlord")

-AND-

HISTORIC 1000 ISLANDS VILLAGE FOUNDATION (ARTHUR CHILD HERITAGE MUSEUM  
(the "tenant")

In consideration of the rents, covenants and obligations stipulated herein the Landlord and the Tenant have agreed to enter into a Lease of the premises located in the Historic 1000 Islands Village in the Town of Gananoque and more particularly as follows:

BUILDING A : Arthur Child Heritage Museum

MUNICIPAL ADDRESS: 125 Water Street

Hereinafter referred to as the "Premises".

**1. GRANT OF LEASE**

(1) The Landlord leases the premises to the Tenant:

- (a) at the Rent set forth in Section 2;
- (b) for the Term set forth in Section 3; and
- (c) subject to the condition and in accordance with the covenants, obligations and agreement herein

(2) The Landlord covenants that it has the right to grant the leasehold interest in the Premises free from encumbrances except as disclosed on title.

## 2. RENT

- (1) The Tenant covenants to pay all other sums required by this Lease to be paid by it and agrees that all amounts payable by the Tenant to the landlord or to any other party pursuant to the provisions of this Lease shall be deemed to be additional rent (“Additional Rent”) whether or not specifically designated as such in this lease.
- (2) The Tenant shall pay a rental fee of \$1.00 per year of which the Landlord hereby recognizes receipt of same.
- (3) The Landlord and the Tenant agree that it is their mutual intention that this lease shall be completely carefree net lease for the Landlord and that the Landlord shall not, during the term of this lease, be required to make any payments in respect of the Premises other than charges of a kind personal to the Landlord (such as income and estate taxes and mortgage payments):
  - (a) And to effect the said intention of the parties the Tenant promises to pay the following expenses related to the Premises as Additional Rent:
    - i. Utilities (including but not limited to gas, electricity, water and sewer);
    - ii. Services supplied to the Premises, provided that this does not in any way oblige the Landlord to provide any services, unless otherwise agreed in this Lease;
    - iii. Maintenance items such as carpet and window cleaning, additional landscape other than what is provided by the Town, etc; (beyond the items provided for those indicated in 2. (3) (a) (iv));
    - iv. The Landlord shall be responsible for maintenance items as listed herein:
      - Planting beds;
      - Pressure washing the building exterior;
      - Spraying for insects as required;
      - Health and safety requirements such as the elevator and fire sprinkler inspection; and
      - Machinery items such as HVAC and heating.

## 3. TERMS AND POSSESSION

- (1) The Tenant shall have possession of the Premises for a period of ten (10) years, commencing on:  
the 1<sup>st</sup> day of January 2016  
and ending on:  
the 31<sup>st</sup> day of December 2025
- (2) Subject to the Landlord’s rights under this Lease, and as long as the Lease is in good standing the Landlord covenants that the Tenant shall have quiet enjoyment of the

Premises during the Terms of this Lease without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord.

- (3) If the Tenant fails to take possession of the Premises or to open for business on or before the first day of May in the first lease year of the Term, the Landlord shall, in addition to any other remedies, have the right to terminate this lease upon 24 hours written notice to the Tenant, and to recover from the Tenant the cost of all work done by the Landlord on behalf of the Tenant.
- (4) If for reasons beyond the Landlord's control, vacant possession of the Premises cannot be given to the Tenant on the commencement date of the Term of the Lease, the Lease shall remain in effect but the Tenant shall not be required to pay Rent until the date when possession is actually given to the Tenant;
  - (a) But if possession is not given within ninety (90) clear days from the commencement date of this Lease either party may terminate this Lease by written notice to the other;
  - (b) And any delay in the actual occupation by the Tenant of the Premises shall not extend to the Term of the Lease.

#### 4. ASSIGNMENT

- (1) The Tenant shall not assign this Lease or sublet the whole or any part of the Premises unless he first obtains consent of the Landlord in writing, which consent shall not unreasonable be withheld, and the Tenant hereby waives its right to the benefit of any present or future Act of the Legislature of Ontario which would allow the Tenant to assign this Lease or sublet the Premises without the Landlord's consent.
- (2) The Landlord hereby grants permission for the Gananoque and District Historical Society to occupy a portion of the premises.
- (3) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.
- (4) Any consent granted by the Landlord shall be conditional upon the assignee, sub lessee or occupant executing a written agreement directly with the Landlord agreeing to be bound by all the Terms and Conditions of this Lease as if the assignee, sub lease or occupant had originally executed this Lease as Tenant.
- (5) Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Premises shall not relieve the Tenant from its obligations under this Lease, including the obligation to pay Rent and Additional Rent as provided for herein.

## 5. USE

- (1) During the Term of this Lease the Premises shall not be used for any purpose other than a museum and gift shop purposes, including but not limited to workshops, community group uses, seminar, displays and educational programming. The product lines purchased for retail shall be exclusive to this business. In the event of duplication or merchandizing conflict with the commercial tenants within the Historic Village, seniority of tenure with the product shall prevail.
- (2) The Board of Directors of the Historic 1000 Islands Village Foundation shall operate/administer the facility in accordance with its mission and mandate with due diligence in accordance with the criteria as outlined in 5 (1).
- (3) In consideration of the Tenant entering into this lease, the Landlord covenants with the Tenant that during the Term of this Lease, it shall not Lease any other space within the Historic 1000 Islands Village to any person for a primary purpose that is materially the same as the primary purpose for which the Premises have been leased by the Tenant.
- (4) The Tenant shall not do or permit to be done at the Premises anything which may:
  - (a) Constitute a nuisance;
  - (b) Cause damage to the Premises;
  - (c) Cause injury or annoyance to occupants of neighbouring premises;
  - (d) Make void or voidable any insurance or cause any increase in the premium payable by the Landlord of insurance upon the Premises; or
  - (e) Constitute a breach of any by-law, statute, order or regulation of any municipal, Provincial or other competent authority relating to the Premises.
- (5) The Tenant covenants and agrees that every effort will be made to conserve energy as it relates to hydro and water consumption, which the Landlord shall review on an ongoing basis.

## 6. REPAIR AND MAINTENANCE

- (1) The Tenant covenants that during the term of this Lease and any renewal thereof the Tenant shall keep in good condition and Premises including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed repairs and all necessary replacements as would a prudent owner, but the Tenant shall not be liable to affect repairs attributable to reasonable wear and tear, or to damage caused by fire, lighting or storm.

- (2) The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Premises to examine the condition thereof and view the state of repair at reasonable times:
  - (a) And if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Tenant by or on behalf of the Landlord and the Tenant shall make necessary repairs within the time specified in the notice.
  - (b) And if the Tenant refuses or neglects to keep the Premises in good repair the Landlord may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Premises, by himself or its servant or agents, for the purpose of affecting the repairs without being liable to the Tenant for any loss, damage or inconvenience to the Tenant in connection with the Landlord's entry and repairs, and if the landlord makes repairs the Tenant shall pay the cost of them immediately as Additional Rent.
- (3) Upon the expiry of the Term or other determination of this Lease the Tenant agrees peaceably to surrender the Premises, including any alterations or additions made thereto, to the Landlord in a state of good repair, reasonable wear and tear and damage by fire, lighting and storm only excepted.
- (4) The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Premises from any cause.

## **7. ALTERATIONS AND ADDITIONS**

- (1) If the Tenant during the Term of this Lease or any renewal of it, desires to make any alterations or additions to the Premises, including but not limited to: erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Tenant's business, the Tenant may do so at its own expense, at any time and from time to time, if the following conditions are met:
  - (a) Before undertaking any alteration or addition the Tenant shall submit to the Landlord a plan showing the proposed alterations or additions and items included in the plan which are regarded by the Tenant as "Trade Fixtures" shall be designated as such on the plan, and the Tenant shall not proceed to make any alteration or addition unless the Landlord has approved the plan, and the Landlord shall not unreasonably or arbitrarily withhold its approval;
  - (b) Any and all alterations and additions to the Premises made by the Tenant must comply with all applicable building code standards and by-laws of the municipality in which the Premises are located.

- (2) The Tenant shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Premises. NA
- (3) No sign, advertisements or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the building in which the Premises are located unless the sign, advertisement or notice has been approved in every respect by the Landlord, which approval may be withheld if the Landlord determines in its absolute discretion that such sign, advertisement or notice is not consistent with the image and general appearance and character of the Historic 1000 Islands Village.
- (4) All alterations and additions to the Premises made by or on behalf of the Tenant, other than the Tenant's Trade Fixtures, shall immediately become the property of the landlord without compensation to the Tenant.
- (5) The Tenant agrees, at its own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Premises made by the Tenant or in connection with any other activity of the Tenant.
- (6) If the Tenant has complied with its obligations according to the provisions of this lease, the Tenant may remove its Trade Fixtures at the end of the Terms or other termination of this Lease and the Tenant covenants that he will make good and repair or replace as necessary any damage caused to the Premises by the removal of the Tenant's Trade Fixtures.
- (7) Other than as provided in paragraph 7 (6) above, the Tenant shall not, during the Term of the Lease or anytime thereafter remove from the premises any Trade Fixtures or other goods and chattels of the Tenant except the following circumstances:
  - (a) The removal is in the ordinary course of business;
  - (b) The Trade Fixture has become unnecessary for the Tenant's business or is being replaced by a new or similar Trade Fixture; or
  - (c) The Landlord has consented in writing to the removal;

But in any case the Tenant shall make good any damage caused to the Premises by the installation or removal of any Trade Fixtures, equipment, partitions, furnishings and any other objects whatsoever brought onto the Premises by the Tenant.

- (8) The Tenant shall, at its own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Premises during the Term and shall repair all damage caused by the installation or the removal or both.
- (9) The Tenant shall not bring onto the Premises or any part of the Premises any machinery, equipment or any other thing that might in the opinion of the Landlord, by reason of its weight, size or use, damage the Premises or overload the floors of the Premises, and if the Premises are damaged or overloaded the Tenant shall restore the Premises immediately or pay to the Landlord the cost of restoring the Premises.

## 8. INSURANCE

- (1) During the Term of this Lease and any renewal thereof the landlord shall maintain with respect to the Premises insurance coverage insuring against:
  - (a) Loss or damage by fire, lightning, storm and other perils that may cause damage to the Premises or the property of the Landlord in which the Premises are located as are commonly provided for as extended perils coverage or as may be reasonably required and obtained by the Landlord, and the insurance policy shall provide coverage on a replacement cost basis in an amount sufficient to cover the cost of all signs and leasehold improvements;
  - (b) Liability for bodily injury or death or property damage sustained by third parties up to such limits as the Landlord in its sole discretion deems advisable;
  - (c) Rental income protection insurance with respect to fire and other perils to the extent of one year's Rent payable under this lease;

But such insurance and any payment of the proceeds thereof to the Landlord shall not relieve the Tenant of its obligation to continue to pay rent during any period of rebuilding, replacement, repairing or restoration of the Premises except as provided in Section 9.

- (2) The Tenant covenants to keep the Landlord indemnified against all claims and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Premises or the subletting or assignment of same or any part thereof. And the Tenant further covenants to indemnify the Landlord with respect to any encumbrance on or damage to the Premises occasioned by or arising from the act, default, or negligence of the Tenant, its officers, agents, servants, employees, contractors, customers, invitees or licencees and the Tenant agrees that the foregoing indemnity shall survive the termination of this lease notwithstanding any provisions of this Lease to the contrary.



- (3) The Tenant shall carry insurance in its own name insuring against the risk of damage to the Tenant's property within the Premises caused by fire or other perils and the policy shall provide for coverage on a replacement cost basis to protect the Tenant's stock-in-trade, equipment, Trade Fixtures, decorations and improvements.
- (4) The Tenant shall carry public liability and property damage insurance in which policy the Landlord shall be named insured and the policy shall include a cross-liability endorsement.
- (5) The Tenant shall provide the Landlord with a copy of the policies.

#### **9. DAMAGE TO THE PREMISES**

- (1) If the premises at the building in which the Premises are located; are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:
  - (a) If the damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within 120 clear days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date the damage or destruction occurred, and the Tenant shall immediately surrender the remainder of the Term and give possession of the Premises to the Landlord, and the Rent from time of the surrender shall abate;
  - (b) If the Premises can within reasonable diligence be repaired and rendered fit for occupancy within 120 days from the happening of the damage or destruction, but the damage renders the Premises wholly unfit for occupancy, then the rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Landlord shall repair the Premises with all reasonable speed, and the Tenant's obligation to pay Rent shall resume immediately after the necessary repairs have been completed.
  - (c) If the leased Premises can be repaired within 120 days as foresaid, but the damage is such that the leased Premises are capable of being partially used. Then until such damage has been repaired, the Tenant shall continue in possession and the rent shall abate proportionately.
- (2) Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an architect retained by the landlord.
- (3) Apart from the provisions of Section 9 (1) there shall be no abatement from or reduction of the rent payable by the Tenant, nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water,

sprinkler systems, partial or temporary failure or stoppage of services or utilities which the Landlord is obliged to provide according to this lease, from any cause whatsoever.

#### 10. ACTS OF DEFAULT AND LANDLORDS REMEDIES

(1) An Act of Default has occurred when:

(a) The Tenant has breached its covenants or failed to perform any of its obligations under this Lease; and

- i. The Landlord has given notice specifying the nature of the default and steps required to correct it; and
- ii. The Tenant has failed to correct the defaults as required by the notice;

(b) The Tenant has;

- i. Become bankrupt or insolvent or made an assignment for the benefit of Creditors;
- ii. Had its property seized or attached in satisfaction of a judgment;
- iii. Had a receiver appointed;
- iv. Committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Landlord's property;
- v. Without the consent of the Landlord, made or entered into an agreement to make a sale of its assets to which the Bulk Sale Act applies;
- vi. Taken action if the Tenant is a corporation, with a view to winding up, dissolution or liquidation;

(c) Any insurance policy is cancelled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums;

(d) The premises;

- i. Become vacant or remain unoccupied for a period of 30 consecutive days between the 1<sup>st</sup> day of May and the 31<sup>st</sup> day of October in any lease year during the Term; or

- ii. Are not open for business on more than thirty (30) business days between the 1<sup>st</sup> day of May and the 31<sup>st</sup> day of October in any lease year during the Term; or
- iii. Are used by any other person or persons, or for other purpose than as provided for in this lease without the written consent of the Landlord.

(2) When an Act of Default on part of the Tenant has occurred:

- (a) The Landlord shall have the right to terminate this lease and to re-enter the Premises and deal with them as he may choose.

(3) The Tenant covenants that notwithstanding any present or future Act of the Legislature of the Province of Ontario, the personal property of the Tenant during the term of this lease shall not be exempt from levy by distress for Rent in arrears:

- (a) The Tenant acknowledges that it is upon the express understanding that there should be no such exemption that this Lease is entered into, and by executing this Lease:
  - i. The Tenant waives the benefit of any such legislative provisions which might otherwise be available to the Tenant in the absence of this agreement; and
  - ii. The Tenant agrees that the Landlord may plead this covenant as an estoppel against the Tenant if an action is brought to test the Landlord's right to levy distress against the Tenant's property.

(4) If, when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.

(5) If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available to it under this Lease or at law the waiver shall not constitute condonation of the Act of Default.

#### **11. TERMINATION UPON NOTICE AND AT END OF TERM**

(1) If the Landlord desires at any time to remodel or demolish the Premises or any part thereof, to an extent that renders continued possession by the Tenant impracticable,

the Tenant shall upon receiving one hundred and eighty (180) clear days written notice from the landlord;

- (a) Surrender this Lease, including any unexpired remainder of the Term; and
  - (b) Vacate the Premises and give the Landlord possession
- (2) The Tenant agrees to permit the landlord during the last nine months of the Term of Lease to display "For Rent" or "For Sale" signs or both at the Premises and to show the Premises to prospective new tenants or purchasers and to permit anyone having written authority of the Landlord to view the Premises at reasonable hours.
- (3) If the Premises are subject to an Agreement of Purchase and Sale or if the Premises are expropriated or condemned by any competent authority:
- (a) The Landlord or Tenant shall have the right to terminate this Lease by giving thirty (30) clear days' notice in writing to the other party.
- (4) If the Tenant remains in possession of the Premises after termination of this Lease as aforesaid and if the Landlord then accepts rent for the Premises from the Tenant, it is agreed that such over-holding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy only but the tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term.

## 12. SUBORDINATION AND POSTPONEMENT

- (1) This Lease and all the rights of the Tenant under this Lease are subject and subordinate to any and all charges against the land, buildings or improvements of which the Premises form part, whether in charge is in the nature of a mortgage, trust deed, lien or any other form of charge arising from the financing or re-financing, including extensions or renewals, of the landlord's interest in the property.
- (2) Upon the request of the Landlord the Tenant will execute any form required to subordinate this lease and the Tenant's rights to any such charge, and will, if required, transfer to the holder of the charge.
- (3) No subordination by the Tenant shall have the effect of permitting the holder of any charge to disturb the occupation and possession of the premises by the Tenant as long as the Tenant performs its obligations under this Lease.

## 13. RULES AND REGULATIONS

- (1) The Tenant agrees on behalf of itself and all person entering the premises with the Tenant's authority or permission to abide by such reasonable Rule and Regulations

that form part of this Lease as set out in Schedule 'B' attached hereto and forming part of the agreement; and as the Landlord may make change from time to time.

#### 14. NOTICE

- (1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this lease may be given:

To the Landlord at:

The Corporation of the Separate Town of Gananoque  
30 King St. E.  
P.O. Box 100  
Gananoque, ON  
K7G 2T6

Attention: Chief Administrative Officer

613-382-2149 (telephone)  
613-382-8587 (fax)

To the Tenant at the Premises or at:

The Arthur Child Heritage Museum  
125 Water St.  
Gananoque, ON  
K7G 3E3

613-382-2535 (telephone)  
613-382-2912 (fax)

- (2) The above address may be changed at the time by giving ten (10) days written notice.  
(3) Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

#### 15. REGISTRATION

- (1) The Tenant shall not at any time register notice of or a copy of this Lease in title to the property of which the premises form part without consent of the Landlord.

**16. INTERPRETATION**

- (1) The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
- (2) Unless the context otherwise requires, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include the executors, administrators, successors and assigns the of or by Landlord and Tenant, respectively.

**17. INDEMNITY**

- (1) In consideration of the Landlord's execution of this Lease, the indemnifier covenants jointly and severally with the Tenant, as a principal obligor and not as a surety, that the Tenant will perform all of its obligations under this Lease, and that the indemnifier will execute the indemnity Agreement in the form attached as Schedule "A". The indemnity Agreement shall be deemed to have been executed and delivered by the indemnifier to the Landlord on the execution and delivery of this lease, whether or not the indemnity Agreement is separately executed and delivered.

In Witness of the foregoing covenants the Landlord and the Tenant and, if applicable, the indemnifier, have executed this Lease.

**THE CORPORATION OF THE SEPARATED TOWN OF GANANOQUE**

Per:



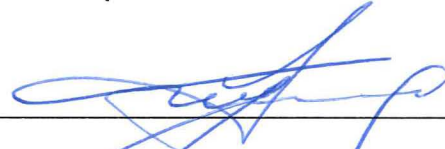
\_\_\_\_\_  
Mayor, Erika Demchuk



\_\_\_\_\_  
Clerk, Kelly Shipclark

**HISTORIC 1000 ISLANDS VILLAGE FOUNDATION  
(ARTHUR CHILD HERITAGE MUSEUM)**

Per:



\_\_\_\_\_  
Board Chair



\_\_\_\_\_  
Board Secretary

Schedule "A"

**INDEMNITY AGREEMENT**

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**BETWEEN**

\_\_\_\_\_  
("the Indemnifier")

-and-

**THE CORPORATION OF THE TOWN OF GANANOQUE**

("The Landlord")

**WHEREAS** the Indemnifier and \_\_\_\_\_ (the "Tenant")

have requested the Landlord to enter into a lease (the "Lease") dated \_\_\_\_\_

in the 1000 Islands Historic Village (the "Building"), and the Landlord has agreed to do so only if the indemnifier executes and delivers this Agreement under seal in favor of the Landlord:

**NOW THEREFORE** for good and valuable consideration (the receipt and sufficiency of which are acknowledged by the indemnifier), the indemnifier agrees with the Landlord as follows:

1. The Indemnifier covenants with the Landlord that the Tenant will pay all Rent, Additional Rent (*as* defined in the Lease) and other amounts under the Lease and will observe each and every obligation contained in the Lease on the part of the Tenant to be performed and observed, all in accordance with the terms of the Lease, and that if the Tenant shall be in default under the Lease, the Indemnifier shall forthwith, on demand, pay to the Landlord such moneys and perform such obligations and pay any and all damages resulting from any non-payment or non-performance. The Indemnifier agrees with the landlord that it shall be jointly and severally liable with the Tenant for all of the Tenant's obligations under the Lease, as if it were separately named as a tenant under the Lease.
2. The liability of the Indemnifier shall be absolute and unconditional irrespective of, and shall not be released, discharged, limited or otherwise affected by, any action or omission by the Landlord in connection with the Tenant, the lease or any claim or demand, right of *set-off* or counterclaim which the Tenant may have in connection with

the Lease, or any other circumstances which might otherwise constitute a legal or equitable defence available to, or a complete or partial release of, the Tenant in respect of the Lease or the Indemnifier in respect of this Agreement.

3. The Landlord may, without releasing, discharging, limiting, exonerating or otherwise affecting the Indemnifier in whole or in part, and without obtaining the consent of or giving notice to the Indemnifier; (a) deal with the Tenant in respect of the Lease; (b) grant time, renewals, extensions, indulgences, releases and discharges to the Tenant; (c) take security from or give up security from the Tenant, or refrain from taking security from or perfecting security of the Tenant; and (d) otherwise deal with the Tenant, the Indemnifier and all other persons and security as the Landlord may see fit. The landlord shall not be obliged to exhaust its recourse against the Tenant or other persons or any security it may hold before being entitled to payment under this Indemnity.
4. The obligations of the Indemnifier hereunder shall not be released, discharged or affected by the bankruptcy or insolvency of the Tenant or any proposal made by it or any repudiations of the Lease pursuant to the Bankruptcy and Insolvency Act, R.S.C., 1985 c. B-3, or any successors or similar legislation, or any disclaimer by any trustee in bankruptcy or by the Tenant ceasing to exist (whether by winding-up, forfeiture, cancellation, surrender of charter or otherwise) or by any event terminating the Lease. If the lease is terminated prior to the end of its term, except by surrender duly accepted by the Landlord, then, at the option of the Landlord, the indemnifier shall execute a new lease of the Premises between the Landlord as landlord and the Indemnifier as tenant for a term equal in duration to the residue of the term remaining unexpired at the date of such termination, and in all other respect on the same terms and conditions as the Lease.
5. The Indemnifier's obligations hereunder may be assigned by the landlord, and will benefit and be enforceable by the successors and assigns of the Landlord. The Indemnifier's obligations shall be binding on it and its legal representatives, heirs, executors, administrators, successors and permitted assigns, as the case may be.
6. The grammatical changes required to make the provisions of this Agreement apply in the plural sense where the Indemnifier comprises more than one person and to corporations, firms, partnerships, or individuals, male or female, will be assumed as though in each case fully expressed, and if the Indemnifier consists of more than one person, the agreements of the Indemnifier shall be deemed to be joint and several agreements of each such person.



IN WITNESS WHEREOF the Indemnifier has executed this Agreement under seal.

L. R. LARSEN

\_\_\_\_\_  
Name of Indemnifier



\_\_\_\_\_  
Signature of Indemnifier

THE CORPORATION OF THE SEPARATED TOWN OF GANANOQUE  
Per:

*Erika Demchuk*

\_\_\_\_\_  
Mayor, Erika Demchuk

*Kelly Shipclark*

\_\_\_\_\_  
Clerk, Kelly Shipclark

**SCHEDULE "B"**

**RULES AND REGULATIONS FORMING PART OF THIS LEASE**

The Tenant shall observe the following Rules and Regulations (as amended, modified or supplemented from time to time by the Landlord as provided in this Lease):

1. The sidewalks, entrances, elevators, stairways and corridors of the building shall not be obstructed or used by the Tenant, its agents, servants, contractors, invitees or employees for any purpose other than access to and from the Premises. Two sale display "racks" of reasonable size will be permitted external to the building being leased.
2. The floors, sky-lights and windows that reflect or admit light into passageways or into any place in the building shall not be covered or obstructed by the Tenant and no awnings shall be put over any window.
3. The toilets, sinks, drains, washrooms and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances, such as chemicals, solvents, noxious liquids or pollutants shall be thrown therein, and any damage resulting to them from misuse shall be borne by the Tenant by whom or by whose employees, agents, servants, contractors or invitees the damage was caused.
4. No animals or birds shall be brought into the building or kept on the Premises except as required to accommodate the accessibility of individuals.
5. The Tenant shall not mark, drill into, bore or cut or in any way damage or deface the walls, ceilings or floors of the Premises. No wires, pipes or conduits shall be installed in the Premises without prior written approval of the Landlord. No broom or carpeting shall be affixed to the Premises by means of non-soluble adhesive or similar products.
6. No one shall use the Premises for sleeping apartments or residential purposes, for the storage of personal effects or articles other than those required for business purposes, or for any illegal purpose.
7. The Tenant shall not use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, public address systems, sound amplifiers, radio, broadcast or television apparatus within the building which is in any manner audible or visible outside of the Premises.
8. The Tenant must observe strict care not to allow windows to remain open so as to admit rain or snow, or so as to interfere with the heating of the building. The Tenant neglecting this rule will be responsible for any damage caused to the property of other

tenants, or to the property of the Landlord, by such carelessness. The Tenant, when closing the Premises, shall close all windows and lock all doors.

9. The Tenant shall not without the express written consent of the Landlord, place any additional locks upon any doors of the Premises and shall not permit any duplicate keys to be made therefore; but shall use only additional keys obtained from the Landlord, at the expense of the Tenant, and shall surrender to the Landlord on the termination of the Lease all keys of the Premises.
10. No inflammable oils or other inflammable, toxic, dangerous or explosive materials shall be kept or permitted to be kept in or on the Premises.
11. No bicycles or other vehicles shall be brought within the Premises, unless otherwise agreed to in writing.
12. Nothing shall be placed on the outside of windows or projections of the Premises. No air conditioning equipment shall be placed at the windows of the Premises without the consent in writing of the Landlord.
13. Canvassing, soliciting and peddling in the building is prohibited.
14. The Tenant shall first obtain in writing the consent of the Landlord to any alteration or modification to the electrical system in the Premises and all such alterations and modifications shall be completed at the Tenant's expense by an electrical contractor acceptable to the Landlord.
15. The Tenant shall first obtain in writing the consent of the Landlord to the placement by the Tenant of any garbage containers or receptacles outside the Premises or building.
16. The Tenant shall not install or erect on or about the Premises television antennae, communications towers, satellite dishes or other such apparatus.

**Specific to the Historic 1000 Islands Village**

17. The Landlord shall have the right to make such other and further reasonable rules and regulations and to alter, amend or cancel all rules and regulations as in its judgement may from time to time be needed for the safety, care and cleanliness of the building and for the reservation of good order therein and the same shall be kept and observed by the Tenant, its employees, agents, servants, contractors or invitees. The Landlord may from time to time waive any of such rules and regulations as applied to particular tenants and is not liable to the Tenant for breaches thereof by other tenants.

**THE CORPORATION OF THE TOWN OF GANANOQUE**

**BY-LAW NO. 2024-016**

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**BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN A LEASE AGREEMENT WITH THE 1000 ISLANDS HISTORY MUSEUM LOCATED AT 125 WATER STREET FOR A TEN (10) YEAR TERM**

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**WHEREAS** by Section 5 of the *Municipal Act*, 2001, S.O. 2001, c. 25, the powers of a municipal corporation are to be exercised by its Council;

**AND WHEREAS** the *Municipal Act*, 2001, S.O. 2001, c. 25, provides that the powers of every Council are to be exercised by By-law;

**AND WHEREAS** the Council of the Town of Gananoque reviewed Report Council-REC-2024-04, and concurs with the staff recommendation to authorize the Mayor and Clerk to sign a Lease Agreement with the 1000 Islands History Museum, located at 125 Water Street, for a ten (10) year term;

**AND WHEREAS** the Council of the Corporation of the Town of Gananoque deems it appropriate to pass such a By-law.

**NOW THEREFORE** be it resolved that the Council of the Corporation of the Town of Gananoque enacts as follows:

**1. AUTHORIZATION:**

- 1.1. That the Mayor and Clerk are hereby authorized to sign Lease Agreement with the 1000 Islands History Museum, located at 125 Water Street, for a ten (10) year term.

**2. SCHEDULE**

- 2.1. Attached to and forming part of this By-law is the Lease Agreement, marked as Schedule 'A'.

**3. REPEAL:**

- 3.1. Any By-law inconsistent with this By-law are hereby repealed.

**4. EFFECTIVE DATE:**

- 4.1. This By-law shall come into full force and effect on the date it is passed by Council.

Read a first, second and third time and finally passed this the 20<sup>th</sup> day of February, 2024.

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John S. Beddows, Mayor

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Penny Kelly, Clerk

(Seal)

**Date:** February 20, 2024  
**Subject:** 2024 Tax Rates and Ratios  
**Author:** Melanie Kirkby, Treasurer

**IN CAMERA**

**OPEN SESSION**

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**RECOMMENDATION:**

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE ADOPTS “A NEW TO CLASS MULTI-RESIDENTIAL TAX RATE” AT THE RESIDENTIAL TAX RATE TO BE APPLIED FOR THE FIRST TWO (2) YEARS OF TAXATION, AS RECOMMENDED BY THE FINANCE WORKING GROUP AND AS PRESENTED IN COUNCIL REPORT FIN-2024-05.

**RECOMMENDATION:**

BE IT RESOLVED THE COUNCIL OF THE TOWN OF GANANOQUE READS BY-LAW NO. 2024-017, A FIRST AND SECOND TIME ON TUESDAY, FEBRUARY 20, 2024, BEING A BY-LAW TO APPROVE THE 2024 TAX RATES AND RATIOS,

AND FURTHER, THAT BY-LAW NO. 2024-017, BE CONSIDERED AND READ A THIRD TIME FOR FINAL PASSAGE ON TUESDAY, MARCH 5, 2024, AS PRESENTED IN REPORT COUNCIL-FIN-2024-05.

**STRATEGIC PLAN COMMENTS:**

Sector 3 – Financial Sustainability - Strategic Initiative #1 – Ensure that Gananoque is and remains an affordable place to do business and raise a family.

**BACKGROUND:**

Section 308 of the *Municipal Act*, 2001, requires that municipal councils establish tax ratios by passing a By-law each year. Tax ratios distribute the tax burden among property classes and therefore, must be set to establish the corresponding tax rates. Once set, the tax ratio for a class is multiplied by the residential tax rate, to determine the tax rate for that class.

The *Municipal Act*, 2001 sets the maximum ratio for farm and managed forests property classes at 0.25. The remaining property classes (commercial, industrial, multi-residential and pipeline) have a maximum ratio, which is the transition ratio set in the provincial regulation and a minimum ratio, which is the described as the “range of fairness” in the *Municipal Act*.

The Finance Working Group met to discuss the 2024 tax ratios and have concluded that they support that for 2024 the rates should remain status quo.

## **INFORMATION/DISCUSSION:**

### Tax Ratios

The current Town of Gananoque tax ratios have been in effect since 2013. Prior to 2013, the ratios were higher, gradually decreasing to the current (2013) level.

Tax ratios are used to increase or decrease the portion of the tax levy that is billed to each property class for each Municipality in Ontario.

As tax ratios decrease, the tax burden is shifted from the commercial, industrial, multi-residential and pipeline to the residential tax base. That means that in order to lower the taxes on the capped classes, the tax decrease must become an increase to the residential class.

Conversely, raising the ratios would lower the taxes for the residential class and increase taxes for the corresponding class.

### Residential Taxes

The average Gananoque single-family dwelling is assessed at \$183,480. MPAC has not performed a reassessment for 2024 taxation.

The Municipal share property taxes for a Property Assessed at \$183,480 in 2023 were \$2,558.34 and will be \$2,737.43 in 2024. This is a \$179.08 or 7% increase in municipal taxes for the year.

The Province did not change the Education tax rates, they remain at the 2021 level. The average house will pay \$280.72 in Education Taxes, for a total tax bill of \$3,018.15 in 2024.

The Finance Working Group also discussed the possible implementation of a new to class ratio for Multi-residential properties. These are properties with seven (7) or more units with one (1) owner. The group discussed implementing a tax reduction to encourage affordable housing and or dense housing.

The Finance Working Group supports implementing a new to class Multi-Residential Tax Rate with a property being taxed at the Residential rate for two (2) years to provide an incentive to encourage developers to build dense housing. This initiative has been included in the Draft 2024 Tax Rates and Ratios By-law No. 2024-117.

This is in practise in many Municipalities, including Kingston. Terms vary for up to five (5) years of tax relief.

## **APPLICABLE POLICY/LEGISLATION:**

*Municipal Act 2001*, Section 308  
Ontario Regulation 102/16

**FINANCIAL CONSIDERATIONS / GRANT OPPURTUNITIES:**

The approval of the tax ratios, and the resulting tax rates, does not change the amount of the tax levy. The 2024 tax levy, as established in the 2024 Budget, is \$10,565,200.

**CONSULTATIONS:**

Finance Working Group

**ATTACHMENTS:**

Draft By-law No. 2024-017 – 2024 Tax Rates and Ratios  
Comparison Chart of 2023 Tax Ratios

<b>APPROVAL</b>	<hr/> <p>Melanie Kirkby, CAO / Treasurer</p> <p>Certifies that unless otherwise provided for in this report the funds are contained within the approved Budgets and that the financial transactions are in compliance with Council's own policies and guidelines and the <i>Municipal Act</i> and regulations.</p>
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**THE CORPORATION OF THE TOWN OF GANANOQUE**

**BY-LAW NO. 2024-017**

**BEING A BY-LAW TO SET THE:**

- 1) **2024 TAX RATES; AND;**
- 2) **2024 TAX RATIOS**

**WHEREAS** the Council of The Town of Gananoque has prepared a budget including estimates of all sums it requires during the year 2024 for the purposes of the Town pursuant to Section 290 of the *Municipal Act*, 2001, S.O. 2001, c. 25 as amended;

**AND WHEREAS** the Town of Gananoque 2024 Capital and Operating Budgets requirements were adopted by By-law No. 2024-001 providing that the following amounts be raised through taxation:

General Municipal Levy	\$7,387,185
Police Services Levy	<u>\$3,178,015</u>
Total Municipal Levy	\$10,565,200

**AND WHEREAS** the 2023 Returned Assessment Roll for The Town of Gananoque, for taxation in 2024, the amount of taxable assessment thereon is \$616,646,700;

**AND WHEREAS** it is necessary for the Council of The Town of Gananoque, pursuant to the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, Section 308 (4), and Regulations thereto, to establish the tax ratios for The Town of Gananoque;

**AND WHEREAS** the tax ratios determine the relative amount of taxation to be borne by each Property Class;

**AND WHEREAS** the Property Classes have been prescribed by the Minister of Finance under the *Assessment Act* R.S.O. 1990, as amended, Section 7, and Regulations related thereto;

**AND WHEREAS** pursuant to Section 313 (1) of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, the Council of The Town of Gananoque may establish tax reductions for prescribed property subclasses for The Town of Gananoque;

**AND WHEREAS** in accordance with Section 329.1 of the *Municipal Act*, 2001, S.O. 2001, c. 25 as amended, Council has certain options with respect to the calculations of the amount of taxes for municipal and school purposes payable in respect of property in the Commercial, Industrial, or Multi-Residential Property Tax Classes for 2023 or a subsequent taxation year;

**AND WHEREAS** Section 8.0.2 (1) of O.Reg 73/03, as amended by Ontario Regulation 102/16, allows a municipality to exit certain classes from the tax capping program if no capped properties in the class are beyond 50% of Current Value Assessment (CVA) level taxes;

**AND WHEREAS** the Council has reviewed the provision of the *Municipal Act* and hereby deems it necessary and appropriate to adopt optional tools for the purpose of administering limits for the Commercial, Industrial and Multi-Residential Property Tax Classes;

**AND WHEREAS** it is necessary for the Council of The Town of Gananoque pursuant to the *Municipal Act*, as amended, Section 312 and Regulations related thereto, to establish the Tax Rates for Town of Gananoque;



**AND WHEREAS** Sections 307 and 208 of the said Act require tax rates to be established in the same proportion to tax ratio;

**AND WHEREAS** the Council of the Town of Gananoque reviewed Report Council-FIN-2024-05, and concurs with the staff recommendation;

**AND WHEREAS** the Council of The Corporation of the Town of Gananoque deems it appropriate to pass such a By-law to approve the 2024 Tax Rates and Ratios.

**NOW THEREFORE THE COUNCIL OF THE TOWN OF GANANOQUE HEREBY ENACTS AS FOLLOWS:**

That the sum of \$7,387,185 shall be raised, for general municipal purposes, in the year 2024 by taxation on the whole of taxable assessment by means of a tax rate imposed on the respective assessments in accordance with the statutes in that behalf, and as set forth in Schedule 'A', which is attached hereto and is declared to be included and form part of this By-law.

1. That the sum of \$3,178,015 shall be raised, for general Police Services purposes, including emergency services building costs, in the year 2024 by taxation on the whole of taxable assessment by means of a tax rate imposed on the respective assessments in accordance with the statutes in that behalf, and as set forth in Schedule 'A' which is attached hereto and declared to be included and form part of this By-law.
2. Further that the Police Services levy be indicated on the 2024 final tax bill separate from the general municipal levy.
3. That the 2024 tax ratio for property in:
  - A) The residential property class is 1.0000;
  - B) The multi-residential property class is 1.8475;
  - C) The commercial property class is 1.8475;
  - D) The industrial property class is 1.89400;
  - E) The pipeline property class is 1.5789;
  - F) The farmland property class is 0.2500, and;
  - G) The managed forest property class is 0.2500.
  - H) The new to class multi-residential property class is 1.0000 for a period of 2 years
4. That for the purposes of this By-law the Commercial Property Class includes all Commercial, and Shopping Centre Property Tax Classes as per Ontario Regulation 282/98.
5. That the Town of Gananoque has completed four (4) year phase out of the Tax Capping Program, which commenced in 2017 for the Commercial Class and that the Industrial and Multi-Residential Classes continue to be excluded from the capping program.
6. A minimum Current Value Assessment (CVA) tax of 100% of Current Value Assessment for, newly constructed properties, and new-to-the-class property is hereby created.
7. The Town of Gananoque, calculate, bill and collect the education levy using education tax rates as set by the Province of Ontario.
8. The said taxes imposed by the By-law together with any Local Improvement amounts and special charges and rents and rates payable, and reduced by the amount of the interim levy of taxes authorized by By-law No. 2024-003 of the Town of Gananoque passed on the 16<sup>th</sup> day of January, 2024, shall be payable in two (2) installments as follows:

**August 30, 2024**

**October 31, 2024.**

9. In the event of non-payment of these installments of taxes by the due dates, a penalty of 1.25% shall be added on the first day of each calendar month thereafter in which default continues but not after the 31<sup>st</sup> day of December, 2024.
10. All taxes unpaid and overdue as of December 31, 2024, shall be entered into the tax arrears ledger and the Treasurer shall add to the amount of all such unpaid taxes, interest at the rate of 1.25% on the first day of each calendar month thereafter in which default continues.
11. The Tax Administrator shall not accept payment for the current year taxes until all arrears, including penalty and interest, of former years applicable to such property have been paid in full.
12. A statement of the time and manner of payment and different rates imposed shall be printed on or be forwarded with the tax bills.
13. The Tax Administrator, not later than twenty-one (21) days prior to the date that the first installment is due, shall mail the tax notice or cause it to be mailed to the last known address or the residence, or the place of business, for all persons in respect to which taxes are payable.
14. That the following payment alternatives be provided to the property owners of The Town of Gananoque:
  - A) Preauthorized Payment Plans;
  - B) Telephone Payments through most financial institutions;
  - C) On-line internet banking Payments;
  - D) ATM Payments at most financial institutions in Canada;
  - E) Debit Card payments;
  - F) Cheque payments at the Municipal Office
  - G) By drop box at the Municipal Office, located at 30 King Street East, Gananoque, Ontario.
15. Except as provided in the By-law, all rates imposed for the year 2024 are deemed to have been imposed and to be due on and from the 1<sup>st</sup> day of January, 2024.
16. If any Section or portion of this By-law or of Schedule 'A' is found by a court of competent jurisdiction to be invalid, it is the intent of the Council of the Town of Gananoque that all remaining sections and portions of the By-law and Schedule 'A' continue in force and effect.
17. That the effective date of this By-law shall be the date of final passage thereof.

Read a first and second time this 20<sup>th</sup> day of February, 2024.

\_\_\_\_\_  
John Beddows, Mayor

\_\_\_\_\_  
Penny Kelly, Clerk

(Seal)

Read a third time and finally passed this 5<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
John Beddows, Mayor

\_\_\_\_\_  
Penny Kelly, Clerk

(Seal)

Town of Gananoque  
2024 Tax Rates



TAX CLASS

TAX CLASS		RATIO	MUNICIPAL TAX RATE	POLICE SERVICES TAX RATE	TOTAL MUNICIPAL TAX RATE	EDUCATION TAX RATE	TOTAL TAX RATE
Residential	RT	1	0.01064826	0.00427123	0.01491949	0.00153000	0.01644949
Multi-Residential	MT	1.8475	0.01967266	0.00789110	0.02756375	0.00153000	0.02909375
Multi-Residential New to Class		1	0.01064826	0.00427123	0.01491949	0.00153000	0.01644949
Farmlands	FT	0.2500	0.00266206	0.00106781	0.00372987	0.00038250	0.00411237
Commercial - Occupied	CT	1.8475	0.01967266	0.00789110	0.02756375	0.00880000	0.03636375
Commercial - Excess Land	CU	1.2933	0.01377086	0.00552377	0.01929463	0.00880000	0.02809463
Commercial - Vacant Land	CX	1.2933	0.01377086	0.00552377	0.01929463	0.00880000	0.02809463
Commercial (New Constr) - Occupied	XT	1.8475	0.01967266	0.00789110	0.02756375	0.00880000	0.03636375
Commercial (New Constr) - Excess Land	XU	1.2933	0.01377086	0.00552377	0.01929463	0.00880000	0.02809463
Commercial (New Constr) - Vacant Land	XX	1.2933	0.01377086	0.00552377	0.01929463	0.00880000	0.02809463
Industrial - Occupied	IT	1.8940	0.02016780	0.00808971	0.02825751	0.00880000	0.03705751
Industrial - Excess Land	IU	1.2311	0.01310907	0.00525831	0.01836738	0.00880000	0.02716738
Industrial - Vacant Land	IX	1.2311	0.01310907	0.00525831	0.01836738	0.00880000	0.02716738
Pipeline	PT	1.5789	0.01681253	0.00674385	0.02355638	0.00880000	0.03235638
Shopping Centre	ST	1.8475	0.01967266	0.00789110	0.02756375	0.00880000	0.03636375
Shopping Centre ( New Const)	ZT	1.8475	0.01967266	0.00789110	0.02756375	0.00880000	0.03636375
Managed Forests	TT	0.2500	0.00266206	0.00106781	0.00372987	0.00038250	0.00411237
Residential - PIL General	RG	1	0.01064826	0.00427123	0.01491949	0.00000000	0.01491949
Residential - PIL Full	RP	1	0.01064826	0.00427123	0.01491949	0.00153000	0.01644949
Commercial PIL - Full	CF	1.8475	0.01967266	0.00789110	0.02756375	0.00880000	0.03636375
Commercial PIL - General	CG	1.8475	0.01967266	0.00789110	0.02756375	0.00000000	0.02756375

2023 Tax Ratios

Class	Gananoque	Prescott	Smiths Falls	Perth	Napanee	Brockville	Kingston
Commercial	1.8475	1.8942	1.9700	1.8429	1.4175	1.9482	1.9800
Industrial	1.8940	2.6300	2.5400	2.5316	2.1700	2.6131	2.6300
Multi Res	1.8475	1.1000	1.0000	1.9273	2.0000	1.7700	1.7000
Pipeline	1.5789	1.3772	1.4956	2.0072	1.2972	1.8132	1.7280



Vendor : 1000 To ZYCOM

Batch : All

Cash Requirement Date : Feb 12, 2024

Bank : 0099 To 07

Vendor Invoice	Vendor Name Description	Batch/ Pay Medium Code	Invoice Date/ Due Date	Invoice Amount	Paid Amount	Discount Amount	Released Amount	Payable Amount
<b>10097047</b>	<b>10097047 CANADA INC. - EVB ENGINEERING</b>							
8052	WTP & ELECTRICAL UPGRADES	316 T	31-Dec-2023 31-Dec-2023	1,022.65	1,022.65	0.00	0.00	0.00
8055	STONE ST COMMUNICATION PLC UPGRADE	316 T	31-Dec-2023 31-Dec-2023	632.80	632.80	0.00	0.00	0.00
8057	WTP PLC UPGRADE	316 T	31-Dec-2023 31-Dec-2023	2,034.00	2,034.00	0.00	0.00	0.00
<b>1770888</b>	<b>Bishop Water Inc.</b>							
INV-0564	BYLAW 2023-025 LINER REPAIR	311 T	08-Nov-2023 08-Nov-2023	7,146.91	7,146.91	0.00	0.00	0.00
INV-0588	HOLDBACK BYLAW 2023-025 BIOSOLID DISPOSAL	311 T	19-Dec-2023 19-Dec-2023	48,637.44	48,637.44	0.00	0.00	0.00
<b>ABE01</b>	<b>ABELL PEST CONTROL</b>							
A5543567	PEST CONTROL FEB 2024 110 KATE	31 T	01-Feb-2024 01-Feb-2024	114.55	114.55	0.00	0.00	0.00
<b>ALL04</b>	<b>ALLAN GRAPHICS LTD.</b>							
69966	750 DOG LICENCE FORMS	315 T	29-Dec-2023 29-Dec-2023	220.35	220.35	0.00	0.00	0.00
<b>ALL11</b>	<b>ALLIANCE SECURITY TEAM</b>							
YAL4021-7768-08	AUG 25 INV VISITOR CENT PANIC BUTTON	311 T	01-Nov-2023 01-Nov-2023	163.85	163.85	0.00	0.00	0.00
<b>AXO01</b>	<b>AXON PUBLIC SAFETY CANANDA INC.</b>							
INCA001879	PROLICENSE BUNDLE	34 T	07-Feb-2024 07-Feb-2024	627.53	627.53	0.00	0.00	0.00
<b>BAR11</b>	<b>BARIL JENNIFER</b>							
EXPJAN302024	AMAZON	31 T	30-Jan-2024 30-Jan-2024	31.97	31.97	0.00	0.00	0.00
<b>BEL02</b>	<b>BELL CANADA</b>							
X0022241952401	ACCT N6087206 ID6087206CCG273 WATER TOWER	31 C	28-Jan-2024 28-Jan-2024	435.84	435.84	0.00	0.00	0.00
<b>BEL04</b>	<b>BELL MOBILITY INC</b>							
530782071 JAN 2	CIN 53078207UQC189 JAN 27 2024 STMT	31 T	27-Jan-2024 27-Jan-2024	6,619.55	6,619.55	0.00	0.00	0.00
<b>BEL16</b>	<b>BELL MOBILITY INC. (RADIO DIVISION)</b>							
96161321 710001	C9616132CCG178 POLICE RADIO FEB 2024	31 C	01-Feb-2024 01-Feb-2024	1,067.30	1,067.30	0.00	0.00	0.00
96161622 710001	C9616162CCG274 FIRE RADIO FEB 2024	31 C	01-Feb-2024 01-Feb-2024	711.14	711.14	0.00	0.00	0.00
<b>BMO01</b>	<b>BMO MASTERCARD</b>							
JAN27STMT	BMO MC STMT JAN 27 2024	37 E	31-Jan-2024 31-Jan-2024	35,051.07	35,051.07	0.00	0.00	0.00
<b>BON001</b>	<b>BOND'S ENGRAVING</b>							
1448	5X7 LASER ENGRAVED PLQ WINTER LIGHTS	315 T	31-Dec-2023 31-Dec-2023	76.28	76.28	0.00	0.00	0.00



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	WINNER							
<b>BOU04</b>	<b>BOULTON SEPTIC/LARMON'S</b>							
41368	OCT 16 INV HOLDING TANK PUMP OUT MARINA	311 T	01-Nov-2023 01-Nov-2023	367.25	367.25	0.00	0.00	0.00
<b>CED01</b>	<b>CEDAR SIGNS</b>							
2024-0339	CUSTOM SIGN	34 T	02-Feb-2024 02-Feb-2024	147.90	147.90	0.00	0.00	0.00
<b>CEN04</b>	<b>CENTRALSQUARE CANADA SOFTWARE INC.</b>							
401961	PROPERTY TAX SERVICE	34 T	29-Jan-2024 29-Jan-2024	1,080.56	1,080.56	0.00	0.00	0.00
<b>CIN01</b>	<b>CINTAS CANADA LIMITED</b>							
4181685300	WKLY RUG ROTATION TOWN HALL	31 T	29-Jan-2024 29-Jan-2024	42.60	42.60	0.00	0.00	0.00
4181685375	WKLY RUG ROTATION ARENA	31 T	29-Jan-2024 29-Jan-2024	66.90	66.90	0.00	0.00	0.00
4182402815	WKLY RUG ROTATION TOWN HALL	31 T	05-Feb-2024 05-Feb-2024	42.60	42.60	0.00	0.00	0.00
4182402853	WKLY RUG ROTATION ARENA	31 T	05-Feb-2024 05-Feb-2024	66.90	66.90	0.00	0.00	0.00
<b>CLA04</b>	<b>CLARKE &amp; WRIGHT PROFESSIONAL CORPORATION</b>							
34787	DP2023-02 200 JAMES BRENNAN RD	31 T	22-Jan-2024 22-Jan-2024	468.08	468.08	0.00	0.00	0.00
35018	D[2021-22 775 KSW	31 T	22-Jan-2024 22-Jan-2024	422.11	422.11	0.00	0.00	0.00
<b>COMPETERS</b>	<b>COMPETERS INC</b>							
8472	MONTHLY SOFTWARE SERVICE	34 T	01-Feb-2024 01-Feb-2024	339.00	339.00	0.00	0.00	0.00
<b>CON01</b>	<b>CONSEIL DE LES ECOLES PUBLIQUE</b>							
2023 DEVELOPM	DEVELOPMENT CHARGE 2023	311 T	31-Dec-2023 31-Dec-2023	1,665.00	1,665.00	0.00	0.00	0.00
3RD QTR	3RD QTR 2023	311 T	31-Dec-2023 31-Dec-2023	4,589.93	4,589.93	0.00	0.00	0.00
4TH QTR 2023	4TH QTR 2023	311 T	31-Dec-2023 31-Dec-2023	4,568.22	4,568.22	0.00	0.00	0.00
ADJ BUILD PERM	ADJUSTMENT FOR BUILDING PERMIT	315 T	31-Dec-2023 31-Dec-2023	333.00	333.00	0.00	0.00	0.00
<b>CUP01</b>	<b>CANADIAN UNION OF PUBLIC EMPLOYEES</b>							
JAN 2024 DUES	JANUARY CUPE UNION DUES	31 T	01-Feb-2024 01-Feb-2024	1,084.55	1,084.55	0.00	0.00	0.00
<b>CUR02</b>	<b>JAYNE CURTIS</b>							
FEB082024	CHILI AND VEGGIE CHILI	34 T	08-Feb-2024 08-Feb-2024	339.00	339.00	0.00	0.00	0.00
<b>DAT06</b>	<b>DATAFIX</b>							
10534	VOTERVIEW EVENT 2026 PMT 2	31 T	29-Jan-2024 29-Jan-2024	1,864.50	1,864.50	0.00	0.00	0.00
<b>DAV06</b>	<b>DAVTECH</b>							



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SI-158745	MOUTHPIECE	34	29-Jan-2024	116.94	116.94	0.00	0.00	0.00
		T	29-Jan-2024					
<b>DCCOMMUN</b>	<b>DC COMMUNICATIONS 2015 IN</b>							
5326	NOISE CANCELLING SPEAKER	315	03-Nov-2023	1,051.66	1,051.66	0.00	0.00	0.00
		T	03-Nov-2023					
		31	05-Feb-2024	558.46	558.46	0.00	0.00	0.00
		C	05-Feb-2024					
<b>DMITCHELL</b>	<b>DOUG MITCHELL C/O MITCHELL &amp; SON CONTRA</b>							
2024001	125 WATER ST DRYWALL REPAIR	311	31-Dec-2023	7,051.20	7,051.20	0.00	0.00	0.00
		T	31-Dec-2023					
2024005	REPAIR CEILING DRYWALL AND PAINT (FURNACE QUIT)	34	06-Feb-2024	2,462.50	2,462.50	0.00	0.00	0.00
		T	06-Feb-2024					
<b>DRA05</b>	<b>DRAPER DOORS</b>							
332359	BROKEN SPRINGS	31	18-Jan-2024	1,461.09	1,461.09	0.00	0.00	0.00
		T	18-Jan-2024					
<b>DSQUARED</b>	<b>D SQUARED CONSTRUCTION LT</b>							
6863	WHITE SALT SUPPLY	31	22-Jan-2024	4,340.22	4,340.22	0.00	0.00	0.00
		T	22-Jan-2024					
6885	WHITE SALT SUPPLY	31	23-Jan-2024	4,200.21	4,200.21	0.00	0.00	0.00
		T	23-Jan-2024					
6938	WHITE SALT SUPPLY	31	24-Jan-2024	4,283.27	4,283.27	0.00	0.00	0.00
		T	24-Jan-2024					
7082	SALT	34	30-Jan-2024	8,578.39	8,578.39	0.00	0.00	0.00
		T	30-Jan-2024					
7110	SALT	34	02-Feb-2024	8,784.85	8,784.85	0.00	0.00	0.00
		T	02-Feb-2024					
<b>EVA03</b>	<b>FOURNIER SHELEE R.</b>							
CELL PHONE CR	BALANCE OWING CELL PHONE	34	09-Feb-2024	139.58	139.58	0.00	0.00	0.00
		T	09-Feb-2024					
<b>EXCELPRO</b>	<b>EXCELPRO AUTOMATION INC.</b>							
030336	ENGINEERING GAN SCADA UPGRADE	31	20-Jan-2024	1,401.20	1,401.20	0.00	0.00	0.00
		T	20-Jan-2024					
030447	SERVICE CALL UPDATE SPS2	31	26-Jan-2024	245.78	245.78	0.00	0.00	0.00
		T	26-Jan-2024					
<b>FIR04</b>	<b>FIRE MARSHAL'S PUBLIC FIRE SAFETY COUNCIL</b>							
IN164625	2015 ONT FIRE CODE	31	11-Jan-2024	106.20	106.20	0.00	0.00	0.00
		T	11-Jan-2024					
<b>FOR09</b>	<b>FORT GLASS INCORPORATED</b>							
2312041	ARENA UPPER HALL DOOR PUSH BAR	316	07-Dec-2023	2,711.59	2,711.59	0.00	0.00	0.00
		T	07-Dec-2023					
2312042	ARENA RINK ACCESS / WASHROOM DOOR ACCESSIBLE DOOR REPLACEMENT	316	07-Dec-2023	12,870.84	12,870.84	0.00	0.00	0.00
		T	07-Dec-2023					
<b>FOS01</b>	<b>FOSTER REPAIR SERVICE</b>							
I00034253	2012 FREIGHTLINER SWEEPER 118-12	31	30-Jan-2024	1,849.61	1,849.61	0.00	0.00	0.00
		T	30-Jan-2024					



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I00034267	2019 INTERNATIONAL 7500 V2419 116-19 REAR TAIL GATE	31 T	30-Jan-2024 30-Jan-2024	252.10	252.10	0.00	0.00	0.00
<b>FRO08</b>	<b>FRONTLINE OUTFITTERS</b>							
68423	SHIRT	34 T	01-Feb-2024 01-Feb-2024	172.18	172.18	0.00	0.00	0.00
<b>FSET</b>	<b>FSET INC.</b>							
5472	DESKTOP SERVICE	34 T	01-Feb-2024 01-Feb-2024	6,966.45	6,966.45	0.00	0.00	0.00
<b>GAN08</b>	<b>GANANOQUE CHEVROLET BUICK GMC CADILLAC</b>							
362956	2023 GMC SIERRA INSPECTION	31 T	05-Jan-2024 05-Jan-2024	73.16	73.16	0.00	0.00	0.00
364046	2020 CHEV BLACK TAHOE ID74087 WIPER BLADES	34 T	01-Feb-2024 01-Feb-2024	56.50	56.50	0.00	0.00	0.00
36405	V2311 TR110 2011 GMC SIERRA FUEL LEAK	34 T	31-Jan-2024 31-Jan-2024	3,019.60	3,019.60	0.00	0.00	0.00
<b>GEE01</b>	<b>SCOTT GEE</b>							
FEB2024VEHICLI	FEB 2024 VEHICLE ALLOWANCE	34 T	06-Feb-2024 06-Feb-2024	550.00	550.00	0.00	0.00	0.00
<b>GIN01</b>	<b>GIN-COR INDUSTRIES INC.</b>							
83347	CHAIN MAIN CONVEYOR	31 T	19-Jan-2024 19-Jan-2024	2,168.68	2,168.68	0.00	0.00	0.00
83348	AIR TAILGATE CYLINDER	31 T	19-Jan-2024 19-Jan-2024	532.15	532.15	0.00	0.00	0.00
<b>GOL01</b>	<b>GOLDSMITH SAW TOOL &amp; KNIFE</b>							
1990851	BLADE SHARPENING ZAMBONI	31 T	19-Jan-2024 19-Jan-2024	581.95	581.95	0.00	0.00	0.00
<b>GOW01</b>	<b>GOWLING WLG (CANADA) LLP</b>							
20195187	SERVICES RENDERED REF 53640-172027	311 T	31-Dec-2023 31-Dec-2023	1,942.47	1,942.47	0.00	0.00	0.00
<b>GRA07</b>	<b>TRUDY GRAVEL</b>							
EXPJAN292024	COFFEE	31 T	29-Jan-2024 29-Jan-2024	29.99	29.99	0.00	0.00	0.00
<b>GRE13</b>	<b>GREER GALLOWAY CONSULTING ENGINEERS</b>							
28497	VC STRUCTURAL ENGINEERING ASS AND RECOMENDATION	311 T	14-Dec-2023 14-Dec-2023	1,243.00	1,243.00	0.00	0.00	0.00
28605	STRUCTURAL SURVEY VISITORS CENER SHELTER(UMBRELLA)	311 T	31-Dec-2023 31-Dec-2023	2,825.00	2,825.00	0.00	0.00	0.00
<b>GREMAPLES</b>	<b>GREEN MAPLES ENVIRONMENTA L INC</b>							
GME 5568	TOWN HALL JAN 2024	34 T	05-Feb-2024 05-Feb-2024	1,615.90	1,615.90	0.00	0.00	0.00
GME 5569	EMERGENCY SERVICE JAN 2024	34 T	05-Feb-2024 05-Feb-2024	2,879.24	2,879.24	0.00	0.00	0.00
GME 5570	PUBLIC WORKS	34 T	05-Feb-2024 05-Feb-2024	470.08	470.08	0.00	0.00	0.00





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<b>HAC01</b>	<b>HACH COMPANY</b>							
342283	SUPPLIES	31	20-Jan-2024	937.11	937.11	0.00	0.00	0.00
		T	20-Jan-2024					
<b>HAN01</b>	<b>HANSLER SMITH LTD</b>							
5775580	HARD ROLL TOWEL	31	22-Jan-2024	163.29	163.29	0.00	0.00	0.00
		T	22-Jan-2024					
5775900	GARBAGE BAGS	31	23-Jan-2024	104.94	104.94	0.00	0.00	0.00
		T	23-Jan-2024					
5775938	BOOTS	31	23-Jan-2024	229.39	229.39	0.00	0.00	0.00
		T	23-Jan-2024					
5776373	SIGNAGE ARENA	31	26-Jan-2024	48.88	48.88	0.00	0.00	0.00
		T	26-Jan-2024					
5776433	URINAL PUCK	31	26-Jan-2024	25.63	25.63	0.00	0.00	0.00
		T	26-Jan-2024					
5777037	RETURN GARBAGE BAG	34	01-Feb-2024	-90.83	-90.83	0.00	0.00	0.00
		T	01-Feb-2024					
5777614	SHOVEL SLEDGE HAMMER HANDLE RAKE	34	06-Feb-2024	381.40	381.40	0.00	0.00	0.00
		T	06-Feb-2024					
<b>HGCMGT</b>	<b>HGC MANAGEMENT INC</b>							
51650	POLYSTYRENE	311	31-Dec-2023	124.30	124.30	0.00	0.00	0.00
		T	31-Dec-2023					
<b>IMPAPP</b>	<b>IMPRINTED APPAREL STORE</b>							
28892	PROMOTIONAL PRODUCTS	311	31-Dec-2023	4,317.70	4,317.70	0.00	0.00	0.00
		T	31-Dec-2023					
<b>IND02</b>	<b>INDUSTRIAL ELECTRICAL CONTRACTORS LTD.</b>							
4142	RECEPTACLE FOR RINK CAMERA	34	08-Feb-2024	2,891.11	2,891.11	0.00	0.00	0.00
		T	08-Feb-2024					
<b>INES01</b>	<b>IN ENGINEERING</b>							
402567	FDN DESIGN PRE-FAB GAN FIRE TRAINING STRUCTURE	31	02-Feb-2024	2,486.00	2,486.00	0.00	0.00	0.00
		T	02-Feb-2024					
<b>JET02</b>	<b>JET ELECTRICAL CONTRACTORS</b>							
8269	STREETLIGHTS CDN TIRE & POPEYES	34	05-Jan-2024	1,364.48	1,364.48	0.00	0.00	0.00
		T	05-Jan-2024					
8275	STREETLIGHTS KING ST BRIDGE	34	09-Jan-2024	3,107.50	3,107.50	0.00	0.00	0.00
		T	09-Jan-2024					
8280	MAIN STREETLIGHTS	34	19-Jan-2024	4,226.20	4,226.20	0.00	0.00	0.00
		T	19-Jan-2024					
<b>JEW01</b>	<b>JEWELL ENGINEERING INC.</b>							
118669	PEER REVIEW DP2023-15 337 KING ST E	311	21-Nov-2023	3,051.00	3,051.00	0.00	0.00	0.00
		T	21-Nov-2023					
<b>JJM01</b>	<b>J J MACKAY LTD</b>							
INV1065480	OCT 17 INV THERMAL TICKET ROLLS	316	31-Dec-2023	368.82	368.82	0.00	0.00	0.00
		T	31-Dec-2023					
<b>JLR01</b>	<b>J L RICHARDS &amp; ASSOCIATES</b>							
116576	SEWAGE PUMP STN DESIGN PH2	311	31-Dec-2023	9,605.85	9,605.85	0.00	0.00	0.00
		T	31-Dec-2023					



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<b>JOE01</b>	<b>JOE JOHNSON EQUIPMENT</b>							
P44009	MIRROR	31	23-Jan-2024	264.42	264.42	0.00	0.00	0.00
		T	23-Jan-2024					
VISION REIMB 20	VISION REIMBURSEMENT	34	08-Feb-2024	310.00	310.00	0.00	0.00	0.00
		T	08-Feb-2024					
<b>KIN08</b>	<b>KINGSTON HUMANE SOCIETY</b>							
810788	MONTHLY POUND SERVICE	34	31-Jan-2024	247.76	247.76	0.00	0.00	0.00
		T	31-Jan-2024					
<b>KIN15</b>	<b>KINGSTON EMPLOYMENT &amp; YOUTH SERVICES INC.</b>							
881	RED PROJ COORDINATOR SOCIAL MEDIA/MKTG EVENT JOBF AIR RESEARCH	31	17-Jan-2024	24,522.50	24,522.50	0.00	0.00	0.00
		C	17-Jan-2024					
<b>KINSEAMEAV</b>	<b>KINGSTON SEAMLESS EAVESTR OUGH 548332 ONTARIO LTD</b>							
4489	EAVES TROUGH REPLACEMENT 110 KATE ST	31	30-Jan-2024	1,715.91	1,715.91	0.00	0.00	0.00
		T	30-Jan-2024					
<b>KIR03</b>	<b>KIRKBY MELANIE</b>							
EXPDEC312023	AUDITOR MEETING DEC 1 2023	316	31-Dec-2023	60.32	60.32	0.00	0.00	0.00
		T	31-Dec-2023					
<b>KOINA001</b>	<b>KOINER ANNE MARIE</b>							
DEC142023	PUBLIC HEALTH MEETING NOV 16 2023	311	14-Dec-2023	90.71	90.71	0.00	0.00	0.00
		T	14-Dec-2023					
<b>KPMG</b>	<b>KPMG</b>							
8005147484	2023 AUDIT	316	31-Dec-2023	8,475.00	8,475.00	0.00	0.00	0.00
		T	31-Dec-2023					
<b>LAK03</b>	<b>L. A. KNAPP CONSTRUCTION</b>							
2376	FLOAT KUBOTA DUMP TRUCK SAND	31	17-Jan-2024	5,007.03	5,007.03	0.00	0.00	0.00
		C	17-Jan-2024					
<b>LEE02</b>	<b>LEEDS GRENVILLE &amp; LANARK DISTRICT HEALTH UNIT</b>							
MUNICIPAL 2024	LEEDS, GRENVILLE & LANARK DISTRICT HEALTH UNIT- MUNICIPAL LEVY 2024	28	01-Feb-2024	8,746.05	8,746.05	0.00	0.00	0.00
		T	01-Feb-2024					
<b>MAC04</b>	<b>MACEWEN PETROLEUM INC</b>							
679498	DYED DIESEL SEASONAL	31	04-Jan-2024	941.83	941.83	0.00	0.00	0.00
		T	04-Jan-2024					
700884	DYED DIESEL SEASONAL	31	26-Jan-2024	3,643.33	3,643.33	0.00	0.00	0.00
		T	26-Jan-2024					
700902	CLEAR DIESEL SEASONAL	31	26-Jan-2024	3,538.71	3,538.71	0.00	0.00	0.00
		T	26-Jan-2024					
<b>MIS03</b>	<b>MISTER SAFETY SHOES INC.</b>							
1579350	BOOTS	34	08-Feb-2024	1,498.11	1,498.11	0.00	0.00	0.00
		T	08-Feb-2024					
<b>MOR13</b>	<b>MORVEN CONSTRUCTION LTD.</b>							
J003783	FIRST ST/OAK ST POTENTIAL WATER LEAK	311	29-Dec-2023	271.20	271.20	0.00	0.00	0.00
		T	29-Dec-2023					



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<b>MMS01</b>	<b>MARY SHULTZ</b>							
VISION REIMB	VISION REIMBURSEMENT	316 T	31-Dec-2023 31-Dec-2023	425.00	425.00	0.00	0.00	0.00
<b>MYFM01</b>	<b>MYFM</b>							
INV-342109	GAN MINUTE	34 T	31-Jan-2024 31-Jan-2024	661.05	661.05	0.00	0.00	0.00
<b>OFF04</b>	<b>OFFORD PLUMBING</b>							
1422	AUG 21 2021 INV MARINA SHOWER RENOVATIONS	311 T	31-Dec-2023 31-Dec-2023	2,408.99	2,408.99	0.00	0.00	0.00
1958	BOARD OF WORKS LEAKING WATER MAIN SHUT OFF	311 T	31-Dec-2023 31-Dec-2023	667.60	667.60	0.00	0.00	0.00
1959	INSTALLATION HOT WATER LINE KITCHEN CANTEEN	311 T	31-Dec-2023 31-Dec-2023	1,413.01	1,413.01	0.00	0.00	0.00
1961	REPAIR LEAKING WATER LINES DRESSING ROOM 3&4	311 T	31-Dec-2023 31-Dec-2023	325.37	325.37	0.00	0.00	0.00
1962	LEAKING PRESSURE TANK ZAMBONI ROOM HOT WATER LINES	311 T	31-Dec-2023 31-Dec-2023	984.94	984.94	0.00	0.00	0.00
1963	WINTERIZATION OF CUSTOMS BUILDING	311 T	31-Dec-2023 31-Dec-2023	225.98	225.98	0.00	0.00	0.00
<b>OME01</b>	<b>OMERS</b>							
2023 RECONCILI	REF ANR125 218500 2023 RECONCILIATION	316 T	31-Dec-2023 31-Dec-2023	6,020.72	6,020.72	0.00	0.00	0.00
JAN 2024	OMERS JANUARY 2024	34 T	07-Feb-2024 07-Feb-2024	88,316.72	88,316.72	0.00	0.00	0.00
<b>ONT16</b>	<b>ONTARIO ONE CALL</b>							
202454150	PHONE CALLS AND NOTIFICATIONS	34 T	31-Jan-2024 31-Jan-2024	231.36	231.36	0.00	0.00	0.00
<b>ONT34</b>	<b>ONTARIO ASSOCIATION OF FIRE CHIEFS</b>							
ATT 4273649 GH	PRE4 CHIEF OFFICER 101 WORKSHOP	31 T	31-Jan-2024 31-Jan-2024	2,248.70	2,248.70	0.00	0.00	0.00
ATT#4273727 AK	PRE5 WORKSHOP 5 INSPECTIONS WHAT DID I JUST WALK INTO	31 T	31-Jan-2024 31-Jan-2024	2,248.70	2,248.70	0.00	0.00	0.00
ATT4273707 AD	PRE4 CHIEF OFFICER 101	31 T	31-Jan-2024 31-Jan-2024	2,248.70	2,248.70	0.00	0.00	0.00
<b>OPC01</b>	<b>ONTARIO POLICE COLLEGE</b>							
97752	UFT-2303 D.D. DEC 4- DEC 22 2023 USE OF FORCE TRAINER	317 C	18-Dec-2023 18-Dec-2023	2,700.00	2,700.00	0.00	0.00	0.00
<b>PARRYRYAN</b>	<b>PARRY RYAN</b>							
REIMB WITNESS	REIMB FOR WITNESS FEE	34 T	07-Feb-2024 07-Feb-2024	100.00	100.00	0.00	0.00	0.00
<b>PAT02</b>	<b>PAT'S RADIATOR SERVICE LTD.</b>							



Vendor : 1000 To ZYCOM

Batch : All

Cash Requirement Date : Feb 12, 2024

Bank : 0099 To 07

Vendor Invoice	Vendor Name Description	Batch/ Pay Medium Code	Invoice Date/ Due Date	Invoice Amount	Paid Amount	Discount Amount	Released Amount	Payable Amount
159483	FISHER SNOWPLOW PARTS CASTER ROLLER	31 T	18-Jan-2024 18-Jan-2024	468.10	468.10	0.00	0.00	0.00
159484	BOSS SNOWPLOW PART	31 T	18-Jan-2024 18-Jan-2024	1,382.87	1,382.87	0.00	0.00	0.00
159615	BOSS CABLE PWR	31 T	26-Jan-2024 26-Jan-2024	135.50	135.50	0.00	0.00	0.00
159616	BOSS CABLE PWR PLOW SIDE	31 T	26-Jan-2024 26-Jan-2024	76.09	76.09	0.00	0.00	0.00
<b>PEC01</b>	<b>PECK'S MARINA</b>							
80598	PREMIUM GASOLINE	314 C	09-Nov-2023 09-Nov-2023	63.48	63.48	0.00	0.00	0.00
<b>PET07</b>	<b>RHONDA ROBESON - PETTY CASH</b>							
DEC312023	PETTY CASH	317 C	31-Dec-2023 31-Dec-2023	135.09	135.09	0.00	0.00	0.00
<b>PIO01</b>	<b>PIONEER ENERGY A DIVISION OF PARKLAND INDUSTRIES</b>							
JANUARY2024 IN	JANUARY 2024 INVOICES DRAW FEB 26 2024	35 E	31-Jan-2024 31-Jan-2024	5,810.61	5,810.61	0.00	0.00	0.00
<b>PLU02</b>	<b>PLUM HOLLOW EXCAVATION INC</b>							
672	VISITOR CENTRE SNOWPLOWING WINTER 2024	31 T	10-Jan-2024 10-Jan-2024	1,243.00	1,243.00	0.00	0.00	0.00
<b>QUI04</b>	<b>QUINTE SEWER SERVICE</b>							
12726	LINKLATER SCHOOL STORM PIPE BLOCKED	31 T	08-Jan-2024 08-Jan-2024	1,971.85	1,971.85	0.00	0.00	0.00
<b>RAC02</b>	<b>RACKAIR</b>							
101852	TOWN HALL BASEMENT FURNACE	31 T	15-Jan-2024 15-Jan-2024	435.05	435.05	0.00	0.00	0.00
101879	REPLACE MOTOR WEST DEHUMIDIFIER AND THERMOSTAT ISL DRESSING ROOM.	31 T	25-Jan-2024 25-Jan-2024	2,024.28	2,024.28	0.00	0.00	0.00
<b>RENTEAM</b>	<b>RENOVATION TEAM</b>							
1143	VC SHELTER / LIBRARY ICE REMOVED	31 T	05-Feb-2024 05-Feb-2024	1,892.75	1,892.75	0.00	0.00	0.00
<b>RICOH</b>	<b>RICOH CANADA INC.</b>							
SC094357671	RICOH COPY AND LEASE CHG	31 T	30-Jan-2024 30-Jan-2024	87.28	87.28	0.00	0.00	0.00
SC094357672	RICOH COPY AND LEASE CHG	31 T	30-Jan-2024 30-Jan-2024	67.80	67.80	0.00	0.00	0.00
SC094357673	RICOH COPY AND LEASE CHG	31 T	30-Jan-2024 30-Jan-2024	98.24	98.24	0.00	0.00	0.00
SC094370729	RICOH COPY AND LEASE	31 T	30-Jan-2024 30-Jan-2024	957.33	957.33	0.00	0.00	0.00
SC094370730	RICOH COPIER COPY AND LEASE	31 T	30-Jan-2024 30-Jan-2024	139.08	139.08	0.00	0.00	0.00
SC094370731	RICOH COPY AND LEASE	31 T	30-Jan-2024 30-Jan-2024	283.95	283.95	0.00	0.00	0.00



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SC094370736	RICOH COPIER	34	30-Jan-2024	299.41	299.41	0.00	0.00	0.00
		T	30-Jan-2024					
<b>RIV14</b>	<b>RIVERSTONE JANITORIAL</b>							
3156	JANUARY 2024	31	25-Jan-2024	641.84	641.84	0.00	0.00	0.00
	JANITORIAL	T	25-Jan-2024					
	SERVICES							
<b>ROB09</b>	<b>ROBERT NASH EXCAVATING INC.</b>							
8263	HOLDBACKS GANANOQI	31	09-Jan-2024	121,481.14	121,481.14	0.00	0.00	0.00
	LAGOON BYLAW	T	09-Jan-2024					
	2023-082							
<b>SOU03</b>	<b>SOUTHEASTERN TELECOMMUNICATION</b>							
47900	TOWN HALL	31	10-Jan-2024	16,849.43	16,849.43	0.00	0.00	0.00
	TELECOMMUNICATION	T	10-Jan-2024					
	RECRUING							
<b>STL06</b>	<b>ST. LAWRENCE WILDLIFE &amp; PEST CONTROL SERVICES</b>							
23887	TOWN HALL PEST	31	29-Jan-2024	67.80	67.80	0.00	0.00	0.00
	CONTROL	T	29-Jan-2024					
23890	VISITOR CENTRE PEST	31	29-Jan-2024	50.85	50.85	0.00	0.00	0.00
	CONTROL	T	29-Jan-2024					
23891	665 CHARLES MONTHLY	31	29-Jan-2024	67.80	67.80	0.00	0.00	0.00
	PEST CONTROL	T	29-Jan-2024					
23893	EMERGENCY SERVICES	31	29-Jan-2024	56.50	56.50	0.00	0.00	0.00
	MONTHLY PEST	T	29-Jan-2024					
	CONTROL							
23894	ARENA MONTHLY PEST	31	29-Jan-2024	67.80	67.80	0.00	0.00	0.00
	CONTROL	T	29-Jan-2024					
<b>STO03</b>	<b>STONE'S MILL INVESTMENTS LTD</b>							
RENT- 20249724	STONE'S MILLS	28	01-Feb-2024	5,165.82	5,165.82	0.00	0.00	0.00
	INVESTMENTS- 2024	T	01-Feb-2024					
	RENT							
<b>SUP01</b>	<b>SUPERIOR PROPANE</b>							
47580016	FUEL FOR ZAMBONI	31	23-Jan-2024	711.94	711.94	0.00	0.00	0.00
		T	23-Jan-2024					
47781815	ZAMBONIE FUEL	31	02-Feb-2024	487.38	487.38	0.00	0.00	0.00
		T	02-Feb-2024					
47848145	ZAMBONI FUEL	34	06-Feb-2024	337.91	337.91	0.00	0.00	0.00
		T	06-Feb-2024					
<b>SWA01</b>	<b>SWANN RICHARD</b>							
EXPFEB72024	POWERCASE TRAINING	34	07-Feb-2024	175.16	175.16	0.00	0.00	0.00
	MILEAGE	T	07-Feb-2024					
<b>SWEEPER</b>	<b>SWEEPER PART SALES</b>							
338488	LOOM	34	31-Jan-2024	1,311.93	1,311.93	0.00	0.00	0.00
		T	31-Jan-2024					
<b>TEN01</b>	<b>TENNANT'S WELDING</b>							
53653	REPAIR / STRAIGHTEN	34	30-Jan-2024	59.33	59.33	0.00	0.00	0.00
	PLOW PART	T	30-Jan-2024					
53660	REPAIR ZAMBONI	34	31-Jan-2024	446.80	446.80	0.00	0.00	0.00
	ENTRANCE	T	31-Jan-2024					
<b>THO09</b>	<b>THOMSON REUTERS CANADA</b>							



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849445909	PRODUCT CHGS ACCT 1004901666	311 T	02-Dec-2023 02-Dec-2023	90.30	90.30	0.00	0.00	0.00
<b>TKE01</b>	<b>TK ELEVATOR (CANADA) LIMITED</b>							
2477802	TOWN HALL MAINT	31 T	01-Feb-2024 01-Feb-2024	487.19	487.19	0.00	0.00	0.00
<b>TRA05</b>	<b>TRAFFORD AMANDA</b>							
EXP01022024	CELL PHONE / DOLLARAMA	31 T	01-Feb-2024 01-Feb-2024	63.65	63.65	0.00	0.00	0.00
<b>TRA08</b>	<b>TRACKMATICS INC.</b>							
41734	MONTHLY MONITORING	34 T	05-Feb-2024 05-Feb-2024	630.54	630.54	0.00	0.00	0.00
<b>TREA01</b>	<b>TREATY MARSHALL SERVICE INC.</b>							
205 79	ARENA LOCK CYLINDERS	31 T	24-Jan-2024 24-Jan-2024	412.45	412.45	0.00	0.00	0.00
<b>UNI03</b>	<b>UNITED COUNTIES OF LEEDS AND GRENVILLE</b>							
INV202497246	MONTHLY 2024	28 T	01-Feb-2024 01-Feb-2024	73,904.21	73,904.21	0.00	0.00	0.00
<b>UNI16</b>	<b>UNIVERSAL SUPPLY GROUP</b>							
107-207382	TR 120 GLADHAND SHUT OFF	311 T	29-Nov-2023 29-Nov-2023	33.43	33.43	0.00	0.00	0.00
107-207908	TUBING	315 T	06-Dec-2023 06-Dec-2023	23.19	23.19	0.00	0.00	0.00
107-209612	DIESEL	31 T	04-Jan-2024 04-Jan-2024	53.21	53.21	0.00	0.00	0.00
107-210236	MARKER	31 T	12-Jan-2024 12-Jan-2024	53.31	53.31	0.00	0.00	0.00
107-210237	RAIN X	31 T	12-Jan-2024 12-Jan-2024	14.23	14.23	0.00	0.00	0.00
107-210430	DEUTCHNO	31 T	16-Jan-2024 16-Jan-2024	5.51	5.51	0.00	0.00	0.00
107-210433	SHOP SUPPLIES	31 T	16-Jan-2024 16-Jan-2024	40.21	40.21	0.00	0.00	0.00
107-210437	RETURN AND PRICING	31 T	16-Jan-2024 16-Jan-2024	-2.26	-2.26	0.00	0.00	0.00
107-210593	TR204 SOLENOID	31 T	18-Jan-2024 18-Jan-2024	49.71	49.71	0.00	0.00	0.00
107-210678	CAR FRESHENER	31 T	19-Jan-2024 19-Jan-2024	4.05	4.05	0.00	0.00	0.00
107-210679	-40 WASHER FLUID	31 T	19-Jan-2024 19-Jan-2024	5.16	5.16	0.00	0.00	0.00
107-210756	SUPPLIES	31 T	19-Jan-2024 19-Jan-2024	14.36	14.36	0.00	0.00	0.00
107-211187	ROTELLA AND OIL	31 T	26-Jan-2024 26-Jan-2024	152.73	152.73	0.00	0.00	0.00
107-211349	SUPPLIES	31 T	30-Jan-2024 30-Jan-2024	19.56	19.56	0.00	0.00	0.00
107-211381	SHOP SUPPLIES	31 T	30-Jan-2024 30-Jan-2024	41.90	41.90	0.00	0.00	0.00
107-211483	2011 GMC SIERRA POWER LOCK DOOR	34 T	31-Jan-2024 31-Jan-2024	319.95	319.95	0.00	0.00	0.00



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	PARTS							
107-211716	SUPPLIES	34	05-Feb-2024	35.02	35.02	0.00	0.00	0.00
		T	05-Feb-2024					
107-211717	SUPPLIES	34	05-Feb-2024	6.76	6.76	0.00	0.00	0.00
		T	05-Feb-2024					
<b>UPP04</b>	<b>UPPER CANADA ELEVATORS</b>							
27666	SEPT 15 INV QTRLY ELEVATOR MTC ARENA	315	01-Nov-2023	298.75	298.75	0.00	0.00	0.00
		T	01-Nov-2023					
<b>UPP06</b>	<b>UPPER CANADA FAMILY HEALTH TEAM</b>							
25MILLLEASE97	MONTHLY LEASE 25 MILL STREET	28	01-Feb-2024	93.96	93.96	0.00	0.00	0.00
		T	01-Feb-2024					
<b>VAN02</b>	<b>VANDUSEN TRACI W.</b>							
EXPFEB12024	SUPPLIES	31	01-Feb-2024	28.20	28.20	0.00	0.00	0.00
		T	01-Feb-2024					
<b>WAS01</b>	<b>WASTE CONNECTIONS OF CANADA INC.</b>							
7150-0000438017	JANUARY 2024	34	31-Jan-2024	30,742.45	30,742.45	0.00	0.00	0.00
		T	31-Jan-2024					
CREDIT 2023	CREDIT APRIL 2023 MARINA	34	01-Jan-2024	-56.50	-56.50	0.00	0.00	0.00
		T	01-Jan-2024					
<b>WEL02</b>	<b>WELTON PARENT INC.</b>							
24-0005	2023 ACTUARY	316	31-Dec-2023	5,876.00	5,876.00	0.00	0.00	0.00
		T	31-Dec-2023					
<b>WESHARE</b>	<b>WE SHARE SUPPLY INC.</b>							
27516	CONSPICULITY TAPE	31	30-Jan-2024	113.00	113.00	0.00	0.00	0.00
		T	30-Jan-2024					
<b>WHI03</b>	<b>WHITEHOTS INC.</b>							
3519668	BOOKS	31	18-Jan-2024	237.80	237.80	0.00	0.00	0.00
		T	18-Jan-2024					
3520540	books	31	25-Jan-2024	102.82	102.82	0.00	0.00	0.00
		T	25-Jan-2024					
3522297	BOOKS	34	08-Feb-2024	345.37	345.37	0.00	0.00	0.00
		T	08-Feb-2024					
<b>YOU03</b>	<b>YOUNG SIGNS</b>							
4943	BRONZE TREE PLAQUE	313	01-Nov-2023	1,391.02	1,391.02	0.00	0.00	0.00
		T	01-Nov-2023					
<b>ZAM01</b>	<b>ZAMBONI COMPANY LTD</b>							
119128	REPAIRS ZAMBONI	31	25-Jan-2024	5,965.46	5,965.46	0.00	0.00	0.00
		T	25-Jan-2024					
<b>ZYCOM</b>	<b>ZYCOM TECHNOLOGY INC.</b>							
IN-75935-01	VEEAM BACKUP DYNAMIC CLOUD CLOUD STORAGE	31	29-Jan-2024	3,864.44	3,864.44	0.00	0.00	0.00
		T	29-Jan-2024					
RC0002416	HCI /ITM MIC 365 EXCHANGE ONLINE	34	01-Feb-2024	8,546.87	8,546.87	0.00	0.00	0.00
		T	01-Feb-2024					
<b>Totals :</b>				<b>713,135.06</b>	<b>713,135.06</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>



## *GANANOQUE POLICE SERVICE*

*www.gananoquepoliceservice.com*

340 Herbert Street, Gananoque, ON K7G 1R1  
Phone: 613-382-4422 Fax: 613-382-7167 [www.gananoquepoliceservice.com](http://www.gananoquepoliceservice.com)

### **Polar Plunge 2024**

On Thursday, February 29th, 2024, at 10:00am join the Gananoque Police Service as we dive in for the Special Olympics "FreezinForAReason" Polar Plunge at the Water Street boat dock. Brace yourself as volunteers from emergency services and local businesses plunge into the icy waters of the St. Lawrence River.

We're braving the cold for a fantastic cause! Together, we aim to raise funds to support over 26,000 athletes across the Province through the Special Olympics. We welcome community members to watch and cheer on our volunteers.

To contribute to this great cause, please visit

<https://soopolarplunge.crowdchange.ca/54421/team/32811>





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# GANANOQUE EMERGENCY SERVICES 2024 POLAR PLUNGE



**Thursday, February 29, 2024**

**6 Water St, Gananoque, K7G 2C4**

**[POLARPLUNGE.CA/GANANOQUE](http://POLARPLUNGE.CA/GANANOQUE)**

**SCAN TO REGISTER AND DONATE!**



## MEDIA RELEASE:

# Leeds, Grenville and Lanark District Health Unit

February 12, 2024

## Sexual Health Awareness Week promotes accessibility of services

Sexual health is for everyone. And just like our physical health and mental health, sexual health is an important aspect of our overall wellbeing. It's connected to more than just pregnancy or sexually transmitted infections – sexual health includes things like how we feel about our bodies, consent, social relationships, pleasure, who we're attracted to, and more! Part of Leeds, Grenville and Lanark District Health Unit's recent strategic plan is having an Equity Diversity and Inclusion lens for all activities. One of the ways the Health Unit does this is ensuring accessibility and inclusion in programs like sexual health clinics which provide education, prevention, testing and treatment aimed at reducing the spread of sexually transmitted infections and blood borne illness, as well as unplanned pregnancies.

The LGL Health Unit sexual health clinics are available in seven different locations across Leeds, Grenville and Lanark, as well as within 4 local high schools. Staff are non-judgemental, welcoming those of all ages, genders and sexual orientations into safe and positive spaces. Clients who attend these clinics do not need to have a health card or a primary health care provider; in fact, some young people prefer the clinic's confidential services apart from their family's health care provider.

Services at the clinics include:

- Free/Low-cost birth control
- Condoms at no cost
- Emergency contraception (Plan B)
- Free Pregnancy Testing
- Pregnancy Counselling and Referrals
- Pap tests (ages 25 to 29)
- Sexually Transmitted Infection testing and treatment at no cost
- Counselling about relationships and sexual health decision-making
- Immunization if eligible (HPV, Hepatitis A, Hepatitis B)

The Health Unit also has a Nurse Practitioner in some clinics, which has allowed for expansion of services to include IUD placement and removal, as well as addressing more complex sexual health issues. This helps to reduce barriers to clients by providing a rapid pathway to a provider, providing sexual health services to clients who do not have a primary care provider, and by reducing the number of visits clients need to make in order to receive care.

The Health Unit also is involved with the University of Ottawa's GetAKit program that provides at-home testing for HIV and other Sexually Transmitted Infections. These kits can be ordered directly from the Health Unit website and are mailed to your home at no cost.

Accessibility online has always been a Health Unit strength. The [healthunit.org](https://healthunit.org) website is full of great information that you can browse anytime, which includes a specific section on clinics and classes as well as a health information button which provides more general information about sexual health. Social media accounts such as Facebook, X and Instagram allow for important updates and direct messaging

from clients. Anyone seeking additional information can reach out through our email address: [contact@healthunit.org](mailto:contact@healthunit.org) or call the toll free number: 1-800-660-5853 to speak to a public health nurse.

Accessing local Sexual Health clinics is easier than ever with the Health Unit's new online booking system, however anyone without a computer can still call the Health Unit directly to arrange an appointment. Clinics in Brockville, Smiths Falls, Gananoque, Kemptville and Almonte may also be able to offer services to walk-ins, however appointments are highly encouraged.

-30-

For interviews, contact: [media@healthunit.org](mailto:media@healthunit.org)

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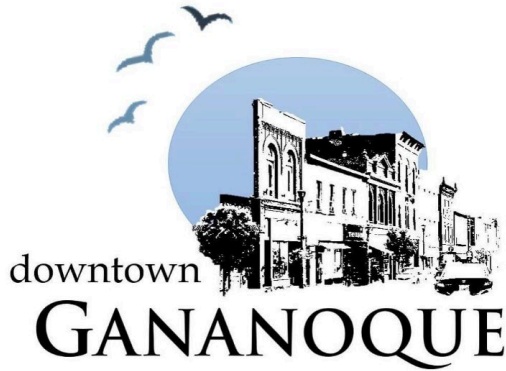
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**Tourism Advisory Panel Minutes (TAP)**

Thursday, January 25, 2024 at 1:30PM – ONLINE ONLY

[WebEx Online Meeting Link](#)

<b>1.</b>	<b>Call Meeting to Order</b>
<b>2.</b>	<b>Disclosure of Pecuniary Interest &amp; General Nature Thereof</b>
<b>3.</b>	<b>Public Question/Comment</b> (Only Addressing Items on the Agenda)
<b>4.</b>	<p><b>TAP Applications</b></p> <ul style="list-style-type: none"> <li>• King Street Productions (The Royal Theatre) / First People’s Performing Arts Festival 2024: Awakenings</li> </ul>
<b>5.</b>	<p><b>MATTAP Motion #2024-01</b></p> <p><b>Moved by: Brett Christopher                      Seconded by: Peter Sweet</b></p> <p>BE IT RESOLVED THAT THE TOURISM ADVISORY PANEL (TAP) TABLE THE CONSIDERATION FOR THE FIRST PEOPLES PERFORMING ARTS FESTIVAL APPLICATION UNTIL INTAKE #2 IN JUNE 2024 WHICH IS THE APPROPRIATE TIMELINE FOR THIS APPLICATION.</p> <p style="text-align: right;"><b>CARRIED</b></p>
<b>6.</b>	<b>Next Meeting – Monday, February 12, 2024 at 3:00PM</b>
<b>7.</b>	<b>Adjournment</b>
	<p><b>MATTAP Motion #2023-02 – Motion to Adjourn</b></p> <p><b>Moved by:</b> Peter Sweet</p> <p>BE IT RESOLVED THAT THE TOURISM ADVISORY PANEL (TAP) ADJOURNS ITS MEETING HELD ON JANUARY 25TH AT 2:00PM.</p> <p style="text-align: right;"><b>CARRIED</b></p>
	<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; border-top: 1px solid black; padding-top: 5px;">                     Matt Harper, Chair                 </div> <div style="width: 45%; border-top: 1px solid black; padding-top: 5px;">                     Amanda Trafford, Recording Secretary                 </div> </div>



**Downtown Business Improvement Area (BIA) Board**

**UNADOPTED MINUTES**

Held on Wednesday February 1, 2024 at 6:30 PM

Held in Person (& Online via WebEx) at Town Hall 30 King Street East

<b>BOARD MEMBERS PRESENT</b>		<b>STAFF PRESENT</b>
<b>Chair:</b>	Randall Smith, Vice-Chair	Melanie Kirkby, Treasurer
<b>Members:</b>	Councillor David Osmond	Lynsey Zufelt, Recording Secretary
	Lesley Poole, Treasurer	Amanda Trafford, Economic Development & Cultural Heritage Coordinator (Online)
	Carolyn Harding	
	Lisa Robichaud, Chair (Online)	
<b>Regrets:</b>	Ryan Chartrand	

<b>1.</b>	<b>Call Meeting to Order</b>
	Vice Chair, Randall Smith, called the meeting to order at 6:35PM.
<b>2.</b>	<b>Disclosure of Pecuniary Interest &amp; General Nature Thereof</b>
<b>3.</b>	<b>Approval of Minutes (Adoption) – January 17, 2024</b>
	<p><b>BIA Motion #2024-003 – Approval of Minutes – January 17, 2024</b></p> <p><b>Moved By: Lesley Poole</b>                      <b>Seconded By: David Osmond</b></p> <p>BE IT RESOLVED THAT THE DOWNTOWN GANANOQUE BIA BOARD APPROVE THE MINUTES OF THE JANUARY 17, 2024 MEETING.</p> <p style="text-align: right;">- CARRIED</p>

<b>4.</b>	<b>Public Question/Comment</b> – None
<b>5.</b>	<b>Disclosure of Additional Items</b>
	1. BIA Board Secretary advised Members of Board of Director resignations received from Shannon Treanor and Kathrine Christensen.
	2. Amanda Trafford, Economic Development & Cultural Heritage Coordinator, advised the Board of potential grants for the proposed 2024 BIA Budget, which will be discussed at the next regular meeting.
<b>6.</b>	<b>Delegations</b> – None
<b>7.</b>	<b>Presentations by Staff</b> – None
<b>8.</b>	<b>Treasurer’s Report</b>
	BIA Board Treasurer Lesley Poole outlined the 2024 Budget for discussion.
<b>9.</b>	<b>Unfinished Business – 2024 BIA Budget</b>
	<b>BIA Motion #2024-004 – Approval of Minutes – January 17, 2024</b>
	<b>Moved By: David Osmond      Seconded By: Lesley Poole</b>
	BE IT RESOLVED THAT THE DOWNTOWN GANANOQUE BIA BOARD ACCEPT THE 2024 DRAFT BIA BUDGET, AS AMENDED, TO BE PRESENTED AT THE AGM WITH A LEVY AMOUNT OF \$47,610.
	- CARRIED
<b>10.</b>	<b>Correspondence</b>
	1. OBIAA Newsletter – 25 January 2024
	2. Town of Gananoque Council News – 16 January 2024
<b>11.</b>	<b>New Business/Reports</b>
	1. 2024 Event Planning – April 8 Eclipse
	2. 2024 Annual General Meeting (AGM)
	<b>BIA Motion #2024-005 – 2024 Annual General Meeting (AGM)</b>
	<b>Moved By: Carolyn Harding                      Seconded By: Lesley Poole</b>
	BE IT RESOLVED THAT THE DOWNTOWN BIA BOARD DIRECT STAFF TO SCHEDULE THE 2024 ANNUAL GENERAL MEETING (AGM) AT [MAVERICK’S] ON THURSDAY, MARCH 7 <sup>TH</sup> , 2024 AT 6:30 PM.
	AND FURTHER, APPROVE A BUDGET OF \$250 TO OFFER REFRESHMENTS.
	- CARRIED

12.	<b>Discussion of Additional Items</b>
	<p data-bbox="245 134 1390 207"><b>BIA Motion #2024-006 – Recommendation to Amend By-law No. 2023-016 – Appointments to the BIA Board</b></p> <p data-bbox="245 260 1276 296"><b>Moved By: Carolyn Harding                      Seconded By: Lesley Poole</b></p> <p data-bbox="245 306 1435 527">BE IT RESOLVED THAT THE DOWNTOWN BIA BOARD RECOMMEND THAT COUNCIL AMEND BY-LAW 2023-016, APPOINTMENTS TO THE BUSINESS IMPROVEMENT AREA (BIA) BOARD OF DIRECTION, TO REMOVE SHANNON TREANOR AND KATHRINE CHRISTENSEN FROM THE BOARD OF DIRECTORS FOR THE REMAINDER OF THE TERM OF COUNCIL (2023-NOVEMBER 14, 2026).</p> <p data-bbox="1252 533 1450 569" style="text-align: right;">- CARRIED</p>
13.	<b>Next Meeting – AGM Thursday February 1, 2024</b>
14.	<b>Questions from the Media</b>
15.	<b>Adjournment</b>
	<b>BIA Motion #2024-07 – Adjournment – February 1, 2024</b>
	<p data-bbox="245 863 810 898"><b>Moved By: Councillor David Osmond</b></p> <p data-bbox="245 951 1443 1024">BE IT RESOLVED THAT THE DOWNTOWN GANANOQUE BIA BAORD ADJOURN THE FEBRUARY 1, 2024 MEETING AT 7:42PM.</p> <p data-bbox="1252 1031 1450 1066" style="text-align: right;">- CARRIED</p>
	The BIA Board Meeting adjourned at 7:42 PM.
<p data-bbox="126 1360 659 1396">_____</p> <p data-bbox="126 1360 487 1396">Randal Smith, Vice-Chair</p>	<p data-bbox="727 1360 1295 1396">_____</p> <p data-bbox="727 1360 1227 1396">Lynsey Zufelt, Recording Secretary</p>



**MOTION / RESOLUTION OF COUNCIL**

<b>Date:</b> February 20, 2024	
<b>Subject: Confirming By-law – February 20, 2024</b>	
<b>Moved By:</b>	
<b>Seconded By:</b>	
<p>BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2024-015, BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS REGULAR MEETING HELD ON TUESDAY, FEBRUARY 20<sup>TH</sup>, 2024, BE READ THREE TIMES AND FINALLY PASSED THIS 20<sup>TH</sup> DAY OF FEBRUARY 2024.</p>	

**Ayes** \_\_\_\_\_ **Nays** \_\_\_\_\_

**Carried:** \_\_\_\_\_

**Defeated:** \_\_\_\_\_

**Tabled/Postponed:** \_\_\_\_\_

\_\_\_\_\_  
John S. Beddows, Mayor

MA s. 246 - When a recorded vote is requested, the Clerk will call for each Councillors vote (Aye or Nay), mark the recorded vote as indicated by the member, and announce whether the motion is carried or defeated. The Mayor will then sign the motion.

<b>RECORDED VOTE:</b>	Aye	Nay
Brown, Colin		
Harper, Matt		
Kirkby, Patrick		
Koiner, Anne-Marie		
Leakey, Vicki		
Osmond, David		
Beddows, John		
<b>TOTALS</b>		