



AMENDED

SPECIAL COUNCIL MEETING AGENDA
 Held on Thursday, March 28, 2024 @ 12:15 PM
 Telephone and Virtual ONLY

Teleconference Toll Free Number – 1-833-311-4101
Access Code: 2634 178 0084

Video Conference Link: [Click here](#)
Access Code: 2634 178 0084

1.	Call Meeting to Order
2.	Disclosure of Pecuniary Interest & General Nature Thereof
3.	Public Question / Comment (Only Addressing Motion(s) or Reports on the Agenda)
4.	Unfinished Business
	Scott Gee, Chief of Police
	Council-POL-2024-02 – Next Generation 911 (NG911) – Award of Contracts
5.	Questions from the Media
6.	Confirmation By-law
	By-law No. 2024-023 – Confirm the proceedings of Council for the special meeting held on Thursday, March 28, 2024 (3 Readings)
7.	Next Meeting – Tuesday, April 2, 2024 @ 6:00 PM
8.	Adjournment

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.



G NANOQUE
Council Report – POL-2024-02

Date: March 28, 2024

IN CAMERA

Subject: Next Generation 911 (NG911) – Award of Contract(s)

Author: Scott Gee, Chief of Police

OPEN SESSION

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2024-024, BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN AGREEMENT WITH OWEN SOUND POLICE SERVICE IN THE AMOUNT OF \$754,178.00 (LESS THE TOWN'S PORTION OF THE HST REBATE) FOR NEXT GENERATION 9-1-1 SERVICES, AS PRESENTED IN COUNCIL REPORT POL-2024-02.

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2024-025, BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN AGREEMENT WITH BARNETT PLUMBING IN THE AMOUNT OF \$40,483.00 (LESS THE TOWN'S PORTION OF THE HST REBATE) FOR NEXT GENERATION 9-1-1 SERVICES, AS PRESENTED IN COUNCIL REPORT POL-2024-02.

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2024-026, BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN AGREEMENT WITH HEXAGON IN THE AMOUNT OF \$126,883.00 (LESS THE TOWN'S PORTION OF THE HST REBATE) FOR NEXT GENERATION 9-1-1 SERVICES, AS PRESENTED IN COUNCIL REPORT POL-2024-02.

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. Action E) Have staff seek out and apply for all grant opportunities.

Sector 5 – Community Protection – Strategic Initiative #1: Continue to seek out new ways of cost effectively delivering emergency services.

BACKGROUND:

The existing 9-1-1 system has been in place for more than 30 years and has reached its end of life. The Canadian Radio-television and Telecommunication Commission (CRTC) has mandated the emergency telecommunications networks and 9-1-1 call centres, also referred to as Public Safety Answering Points (PSAPs), must transition to a new 9-1-1 communication system, known as Next Generation (NG9-1-1), by March 4, 2025.

Gananoque host a Primary PSAP – and answers Police/Fire/Ambulance (EMS) calls locally – and dispatches Police and Fire with EMS transferred to Kingston.

Once fully implemented, the new NG9-1-1 system will make it easier to provide additional details about emergencies, such as video from the scene of an accident and the ability to text 9-1-1 when requesting immediate help from police, fire, or ambulance services. It will also give emergency operators and dispatchers the ability to identify the location of a call using Global Positioning System (GPS) coordinates, resulting in a safer, faster, and more informed emergency response.

The changeover from the current system to the NG9-1-1 system comes at a major financial cost to the Town. Staff have been proactive in seeking out quotations and applying for grant opportunities.

The Ontario government has earmarked \$208 million over three (3) years to help municipalities transition to NG9-1-1 technology. The Town applied for funding through the Next Generation 9-1-1 (NG9-1-1) Grant Program for the 2022-2023 fiscal year. The Town was successful in receiving \$620,000 with all funds required to be spent by March 31st, 2023. This was referred to as year 1 funding.

In Fall 2023, the Town applied for funding through the Next Generation 9-1-1 (NG9-1-1) Grant Program for the 2023-2024 fiscal year. On November 29, 2023 the Town was notified that it was successful with its grant application in the amount of \$1,047,528.00. All funds are required to be spent by March 31st, 2024. On December 19th, 2023 – Year two funding was accepted by Council (By-law No. 2023-124).

INFORMATION/DISCUSSION:

The grant is to begin on April 1, 2023 and conclude on March 31, 2024. It will cover the costs of NG9-1-1 implementation in accordance with the scope of works provided by Transfer Payment Agreement (TPA) criteria. The Gananoque Police Service will utilize the funding for the phase two transition costs including but not limited to licensing, hardware, software, training, cyber security, training, consulting, and project management.

Limited timeframes have impacted a formal RFP process, the Town is looking to use updated quotations as follows:

Quote(s)	Invoice	Quoted	W/HST	TOTAL – Inc Gananoque share of tax
1	<i>GANPS-Desk</i> (Owen Sound)	\$17,841.58	\$20,160.99	\$18,155.59
2	<i>GANPS-Backup1</i> (Owen Sound)	\$218,209.81	\$246,577.09	\$222,050.30
3	<i>GANPS-Record</i> (Owen Sound)	\$86,625.00	\$97,886.25	\$88,149.60
4	<i>GANPSRadioIntegration</i> (Owen Sound)	\$88,881.36	\$100,435.94	\$90,445.67
5	<i>GANPS-IV1</i> (Owen Sound)	\$147,356.36	\$166,512.69	\$149,949.83

6	<i>Hexagon Integration</i> (Owen Sound)	\$56,500.00	\$63,845.00	\$57,494.40
7	<i>Telephone System Integration</i> (Owen Sound)	\$52,000.00	\$58,760	\$52,915.20
8	<i>Invoice Number: 359</i> (Barnett Plumbing)	\$13,000.00	14,690.00	\$13,228.80
9	<i>Invoice Number: 360</i> (Barnett Plumbing)	\$22,825.00	\$25,792.25	\$23,226.72
10	<i>Hexagon</i>	\$112,285.72	\$126,882.86	\$114,261.95
	TOTAL	\$815,524.83	\$921,543.07	\$829,878.06

APPLICABLE POLICY/LEGISLATION:

Broader Public Sector Accountability Act, 2010 (Ontario)
Procurement By-law No. 2015-087

FINANCIAL CONSIDERATIONS / GRANT OPPORTUNITIES:

The grant is a 100% funded grant.

CONSULTATIONS:

Melanie Kirkby, CAO / Treasurer
Gord Howard, Fire Chief

ATTACHMENTS:

1. Ontario Transfer Payment Agreement (TPA)
2. Draft By-law Nos. 2024-024 to 2024-026, being By-laws to authorize the Mayor and Clerk to sign Agreement for Next Generation 9-1-1 (NG911) Services

APPROVAL	<hr/> <p>Scott Gee, Chief of Police</p> <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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ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of April, 2023

B E T W E E N :

**His Majesty the King in right of Ontario
as represented by the Solicitor General**

(the “Province”)

- and -

**CORPORATION OF THE TOWN OF GANANQUE (Gananoque
Police)**

(the “Recipient”)

BACKGROUND

The Province is providing Next Generation 9-1-1 (NG9-1-1) funding over three years to support Public Safety Answering Points (PSAPs) in Ontario with their transition to the new 9-1-1 emergency services communications system.

The existing 9-1-1 system has been in place for more than 30 years and has reached its end of life. The Canadian Radio-television and Telecommunications Commission (CRTC) mandated that emergency telecommunications networks must transition to a new digital 9-1-1 platform, referred to as NG9-1-1, by March 4, 2025.

The NG9-1-1 funding is intended to provide one-time support funding for PSAPs in acquiring critical NG9-1-1 technology and in addressing certain other NG9-1-1 local operational needs. The funding is intended to support PSAPs with initial technology and related infrastructure requirements, as well as project, change management, and training costs that may be incurred. The NG9-1-1 support funding is not intended to cover all NG9-1-1 related expenses.

This Transfer Payment Agreement is prepared under this program to support the Recipient’s PSAP in meeting the March 4, 2025 federally mandated deadline with

eligible expenditures to implement technology and infrastructure upgrades to support the transition to NG9-1-1.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project
- Schedule "D" - Budget
- Schedule "E" - Payment Plan
- Schedule "F" - Reports.

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) ("**FAA**") and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Solicitor General**

Date

Name: Mario Di Tommaso
Title: Deputy Solicitor General, Community Safety

**CORPORATION OF THE TOWN OF GANANOQUE
(Gananoque Police)**

19 Dec 2023

Date

John S. Bebbow

Name: John S. Bebbow
Title: Mayor

I have authority to bind the Recipient.

19 Dec 2023

Date

Connie Kelly

Name: Connie Kelly
Title: Clerk/CEMC

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A12.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in Schedule “C”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power

to fulfill its obligations under the Agreement;

- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 **TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 **FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;

- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest-Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 Interest. If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 Rebates, Credits, and Refunds. The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 Disposal. The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's

objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, “Province” includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address set out in Schedule “B” :
 - (i) all Reports in accordance with the timelines and content requirements set out in Schedule “F”;
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment)

relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and

- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 No Control of Records. No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 Auditor General. The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnify. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) at least 30 days' written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage

required by section A10.1; or

- (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to

collect any amounts the Recipient owes to the Province; and

- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A12.3 Opportunity to Remedy. If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A12.4 Recipient not Remediating. If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds;
- (b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A15.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address set out in Schedule "B".

A15.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;

- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

A16.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 Postal Disruption. Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 Consent. When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 Condonation not a waiver. Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver

of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 **Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$1,047,528
Expiry Date	June 30, 2024
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$1,047,528
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Position: Director Address: 21 College Street, Suite 301 Toronto, ON, M7A 0C1 Email: Phil.Thompson@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Address: Fax: Email:
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Address: Fax: Email:

Additional Provisions:

None

**SCHEDULE "C"
PROJECT**

In order to ensure NG9-1-1 readiness, the Recipient will obtain:

1) The following NG9-1-1 technology upgrades:

Item	Description
NG9-1-1 hardware	Workstations - 2 for GPS and 1 for backup site plus black box for mouse keyboard integration x3
NG9-1-1 licensing costs	Komutel Seats + Support with OSPS Hosted Solution Including Backup site location.
NG9-1-1 call handling system	Phone system upgrade for NG911 compatibility
Multi-media handling and integration including Real Time Text (RTT), console requirements, computer telephony	RTT costs integration
Voice and multi-media data recording NG9-1-1 system integrations	Call recorders to be compatible with NG911 integrations - Primary and Backup location.
Computer Aided System (CAD) NG9-1-1 system integrations	Hexagon CAD integration
Management Information System NG9-1-1 system integrations	Integration start up of backup location for NG911
Radio system NG9-1-1 integrations	NG911 integrations to the radio systems to make it compatible

2) The following NG9-1-1 project supports:

Item	Description
Project management required to implement NG9-1-1	Project management team (variable time commitment consisting of Executive Lead Scott Gee, Fire Chief Howard, Deputy Fire Chief Dickson, Executive Assistant R. Robeson and PSAP Manager Lynsay Dickson)
Change management to manage technology changes (may include consultant and/or resources to identify technical and operational requirements)	IT Support + Director Support with OSPS for integration of NG911 with OSPS and current PSAP
Training (may include technical and operational training required to support all members with the PSAPs transition to NG9-1-1)	Staff hours dedicated to NG911 system training - This represents 50% of actual costs plus one time cost of \$3180 with OSPS to conduct train the trainer at PSAP location

Dedicated NG9-1-1 project resources (technical and operational resources)	Overall Project Manager of Gananoque PS PSAP integration to NG911 (full time) - Carole Steacy
Consultants (pertaining to NG9-1-1)	Third party consultant re: delivery, program planning and roadmap

3) The following to meet NG9-1-1 infrastructure requirements:

Item	Description
Physical site/facilities upgrades required to support NG9-1-1 technology such as heating, cooling, power, NG9-1-1 system	Power - cooling primary and backup location
NG9-1-1 network requirements (circuits, servers etc.)	Infrastructure Support for Hosted Solution, Servers + Circuits at OSPS to support Primary and Backup Location
NG9-1-1 system management, monitoring, and security	Infrastructure Support for Hosted Solution, security at OSPS to support Primary and Backup Location
NG9-1-1 server racks and cabling	Rack / cabling for primary and backup locations, Monitor Racks, Cables, brackets,

SCHEDULE "D"
BUDGET

The Recipient may spend the Funds on any of the items identified in the description of the Project up to, but not exceeding, the maximum amount specified for that item in the table below, unless the Province provides by Notice to exceed that amount. Note that the Maximum Funds set out in Schedule "B" (\$1,047,528) might not be equal to the total of the maximum amounts that may be spent on particular items of the Project. The Recipient must allocate the Funds to the various items in the Project, subject to the limits set out in the table below. If the Recipient wishes to spend more on an item than the maximum amount specified for that item, the Recipient may, by Notice, request that the Province consent to the Recipient exceeding that amount.

Item	Description	Maximum Amount
NG9-1-1 Technology Upgrades		
NG9-1-1 hardware	Workstations - 2 for GPS and 1 for backup site plus black box for mouse keyboard integration x3	\$17,954.00
NG9-1-1 licensing costs	Komutel Seats + Support with OSPS Hosted Solution Including Backup site location	\$60,000.00
NG9-1-1 call handling system	Phone system upgrade for NG911 compatibility	\$70,000.00
Multi-media handling and integration including Real Time Text (RTT), console requirements, computer telephony	RTT costs integration	\$4,842.00
Voice and multi-media data recording NG9-1-1 system integrations	Call recorders to be compatible with NG911 integrations - Primary and Backup location	70,000.00
Computer Aided System (CAD) NG9-1-1 system integrations	Hexagon CAD integration	\$170,000.00
Management Information System NG9-1-1 system integrations	Integration start up of backup location for NG911	\$10,000.00
Radio system NG9-1-1 integrations	NG911 integrations to the radio systems to make it compatible	\$91,338.00
NG9-1-1 Project Support		
Project management required to implement NG9-1-1	Project management team (variable time commitment consisting of Executive Lead Scott Gee, Fire Chief Howard, Deputy Fire Chief Dickson, Executive Assistant R. Robeson and PSAP Manager Lynsay Dickson	\$137,326.00

Change management to manage technology changes (may include consultant and/or resources to identify technical and operational requirements)	IT Support + Director Support with OSPS for integration of NG911 with OSPS and current PSAP	\$180,000.00
Training (may include technical and operational training required to support all members with the PSAPs transition to NG9-1-1)	Staff hours dedicated to NG911 system training - This represents 50% of actual costs plus one time cost of \$3180 with OSPS to conduct train the trainer at PSAP location	\$53,199.00
Dedicated NG9-1-1 project resources (technical and operational resources)	Overall Project Manager of Gananoque PS PSAP integration to NG911 (full time) - Carole Steacy	\$92,345.00
Consultants (pertaining to NG9-1-1)	Third party consultant re: delivery, program planning and roadmap	\$4,972.00
NG9-1-1 Infrastructure Requirements		
Physical site/facilities upgrades required to support NG9-1-1 technology such as heating, cooling, power, NG9-1-1 system	Power - cooling primary and backup location	13,317.00
NG9-1-1 network requirements (circuits, servers etc.)	Infrastructure Support for Hosted Solution, Servers + Circuits at OSPS to support Primary and Backup Location	35,534.00
NG9-1-1 system management, monitoring, and security	Infrastructure Support for Hosted Solution, security at OSPS to support Primary and Backup Location	\$13,511.00
NG9-1-1 server racks and cabling	Rack / cabling for primary and backup locations, Monitor Racks, Cables, brackets,	23,190.00
Total		\$1,047,528

SCHEDULE "E"
PAYMENT PLAN

The Province will provide the Recipient with the Maximum Amount set out in Schedule "B" upon (1) the execution of the Agreement and (2) the receipt of satisfactory proof of insurance in accordance with A.10.2 of the Agreement.

Payment will be made to the Recipient's financial institution as provided in the Recipients Transfer Payment Ontario registration.

SCHEDULE "F" REPORTS

The Recipient shall provide the Province with one Report accounting in detail, for use of all the Funds towards the Project in accordance with the Budget set out in Schedule "D", and provide a status update on the Recipients project key milestones which was included as part of the Recipients application form. The Report has two sections that are required to be filled out:

Financial Report

The Recipient shall provide a detailed breakdown of expenditures including expected and actual expense amounts, invoices, and receipts for eligible costs that have incurred from the following reporting period:

Report		Reporting period	Report due date
1.	Report	April 1, 2023 – March 31, 2024	June 30, 2024

Project Roadmap Status Report

The Recipient shall provide a status update on the key milestones which include:

- Vendor contract/agreement signed
- Project resources allocated
- Project plan developed
- NG9-1-1 solutions installed
- NG9-1-1 solutions successfully tested
- Onboarding process completed with Bell Canada
- Migrated to the NG9-1-1 network

The Recipient shall provide a status update on the key milestones for the following reporting period:

Report		Reporting period	Report due date
1.	Report	April 1, 2023 – March 31, 2024	June 30, 2024

Report Submission

The Report (Financial Report and Project Roadmap Status Report) is to be submitted using the form that is located within the Transfer Payment Ontario (TPON) system by June 30, 2024. For instructions on how to submit a report in

the TPON system, please refer to the TPON Reference Guide [tpon_submitting_a_report.pdf \(gov.on.ca\)](#).

THE CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2024-024

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN AGREEMENT WITH OWEN SOUND POLICE SERVICE IN THE AMOUNT OF \$754,178.00 (LESS THE TOWN'S PORTION OF THE HST REBATE) FOR NEXT GENERATION 9-1-1 SERVICES

WHEREAS 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, provided that the powers of every Council are to be exercised by By-law;

AND WHEREAS the Council of the Town of Gananoque received Council Report POL-2024-02, and concurred with the recommendation to authorize the Mayor and Clerk to sign an Agreement with Owen Sound Police Service, in the amount of \$754,178.00 (less the Town's portion of the HST Rebate) for the Next Generation 9-1-1 (NG911) services;

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

NOW THEREFORE 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 an Agreement with Owen Sound Police Service, in the amount of \$754,178.00 (less the Town's portion of the HST Rebate) for the Next Generation 9-1-1 (NG911) services.

2. **SCHEDULE:**

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

3. **EFFECTIVE DATE:**

3.1 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 28th day of March 2024.

John S. Beddows, Mayor

Penny Kelly, Clerk

(Seal)

THE CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2024-025

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN AGREEMENT WITH BARNETT PLUMBING IN THE AMOUNT OF \$40,483.00 (LESS THE TOWN'S PORTION OF THE HST) FOR NEXT GENERATION 9-1-1 SERVICES

WHEREAS 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, provided that the powers of every Council are to be exercised by By-law;

AND WHEREAS the Council of the Town of Gananoque received Council Report POL-2024-02, and concurred with the recommendation to authorize the Mayor and Clerk to sign an Agreement with Barnett Plumbing, in the amount of \$40,483.00 (less the Town's portion of the HST) for the Next Generation 9-1-1 (NG911) services;

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

NOW THEREFORE 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 an Agreement with Barnett Plumbing, in the amount of \$40,483.00 (less the Town's portion of the HST) for the Next Generation 9-1-1 (NG911) services.
2. **SCHEDULE:**
 - 2.1 Attached to and forming part of this By-law is the Agreement, marked as Schedule 'A'.
3. **EFFECTIVE DATE:**
 - 3.1 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 28th day of March 2024.

John S. Beddows, Mayor

Penny Kelly, Clerk

(Seal)

THE CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2024-026

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN AGREEMENT WITH HEXAGON IN THE AMOUNT OF \$126,883.00 (LESS THE TOWN'S PORTION OF THE HST REBATE) FOR NEXT GENERATION 9-1-1 SERVICES

WHEREAS 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, provided that the powers of every Council are to be exercised by By-law;

AND WHEREAS the Council of the Town of Gananoque received Council Report POL-2024-02, and concurred with the recommendation to authorize the Mayor and Clerk to sign an Agreement with Hexagon, in the amount of \$126,883.00 (less the Town's portion of the HST Rebate) for the Next Generation 9-1-1 (NG911) services;

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

NOW THEREFORE 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 an Agreement with Hexagon, in the amount of \$126,883.00 (less the Town's portion of the HST Rebate) for the Next Generation 9-1-1 (NG911) services.

2. **SCHEDULE:**

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

3. **EFFECTIVE DATE:**

3.1 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 28th day of March 2024.

John S. Beddows, Mayor

Penny Kelly, Clerk

(Seal)