

The Corporation of the Town of



REGULAR COUNCIL MEETING AGENDA

Held on Tuesday, May 18, 2021 at 6:00 PM

Via Telephone and Video Conference

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

Access Code: 132 760 4599

Video Conference Link: [Click here](#)

Access Code: 132 760 4599

1.	Call Meeting to Order
2.	Disclosure of Pecuniary Interest & General Nature Thereof
3.	Public Question/Comment (Only Addressing Reports on the Agenda)
4.	Disclosure Additional Items
5.	Presentations/Awards/Deputations – None
6.	Delegations – None
7.	Mayor’s Declarations
	1. Rotary Club of Gananoque – 90 th Anniversary – Saturday, May 29, 2021
8.	Public Meetings – None
9.	Correspondence
	1. Accounts Payable – April 28 to May 12, 2021
	2. The Commodore – Board of Directors – Marina Garbage and Recycling Station
	3. Request to Waive Property Tax Late Payment Penalty – L. Alakabani
	4. Gananoque Sr. Islanders – Proposal for Exclusivity to Change Room and Showers at Lou Jeffries Arena
	5. Minutes – Tourism Advisory Panel – May 6, 2021

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.

10.	Unfinished Business – None
11.	Consent Agenda
12.	Motions (Council Direction to Staff)
	1. Notice of Motion – Live Stream Council Meetings – Direction to Staff – Councillor Haird
	2. Notice of Motion – End the Lockdowns in Ontario – Councillor Kench
13.	Notice Required Under the Notice By-law
	1. Notice – Development Permit Amendment Application – Class III – 345 Herbert Street – Permit a Drive-In Movie Theatre – Tuesday, June 1, 2021
14.	Committee Updates (Council Reps)
15.	Discussion of Additional Items
16.	Staff Reports
	Paul McMunn, Manager of Public Works
	Council-RDS-2021-04 – Pine Street Reconstruction – Award of Tender
	Melanie Kirkby, Treasurer
	Council-FIN-2021-15 – Capital Matters Pending
	Council-FIN-2021-16 – Reserve Schedule
	Doug Wark, Manager of Community Services
	Council-CS-2021-25 – Jays Care Foundation Funding Agreement – Town Park Ball Diamond Refurbishment
	Shellee Fournier, CAO
	Council-CAO-2021-05 – Thousand Island Day Care – Amending Lease Agreement
	Council-CAO-2021-06 – Thousand Island Youth Boxing Club – Extend Term of Lease Agreement

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17.	Questions from the Media
18.	Confirmation By-law
	By-law No. 2021-063 – Confirm the proceedings of Council for the meeting held on Tuesday, May 18, 2021 (3 Readings)
19.	Next Meeting – Tuesday, June 1, 2021
20.	Adjournment

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Declaration

WHEREAS the Rotary Club of Gananoque has been putting “Service above Self” since it was Chartered as an organization on May 31st, 1931;

AND WHEREAS the Rotary Club of Gananoque has a long history of active community involvement and service including contributions to the Thousand Islands Playhouse, Gananoque Recreation Centre, Joel Stone Park, Rotary Beach, Sculpture Park, Gananoque Curling Club, Gananoque Food Bank, S.A.I.L., 1000 Islands Family Ribfest event and most recently, the Hal McCarney Park;

AND WHEREAS the Rotary Club of Gananoque has a long history in supporting the youth in our community including the Rotary Youth International Exchange, Rotary Youth Leadership Awards, Adventures in Citizenship, Environment and High-Tech programs, GISS Interact Club, GISS Scholarships and Student of the month awards.

AND WHEREAS the Rotary Club of Gananoque has a long history of international activities and service including the build of a 16 room school in Nepal, providing tuition for more than 30 students through to University in Nepal, funded a new ambulance for the National Kidney Hospital in Nepal, built 150 rainwater harvesting ponds in Nepal which provides 100 small farmers with fruit and nut trees, providing the Buga Hospital in Colombia with premature baby isolets and eradicating POLIO from the world through vaccinations.

NOW THEREFORE, I, Ted Lojko, Mayor, hereby proclaim May 29th, 2021 as “**Rotary Club of Gananoque Day**” in recognition and celebration of the organization’s 90th Birthday.

Signed and dated this 18th day of May 2021.

Ted Lojko, Mayor

TOWN OF GANANOQUE
Council/Board Report - Combined



Vendor : 1000 To ZYCOM
Batch : All

Cash Requirement Date : May 12, 2021
Bank : 0099 To 07

Vendor Invoice	Vendor Name Description	Batch/ Pay Invoice Date/ Medium Code Due Date	Invoice Amount	Paid Amount	Discount Amount	Released Amount	Payable Amount
10097047	10097047 CANADA INC. - EVB ENGINEERING						
4184	ELECTRICAL EVALUATION APR/21	87 03-May-2021 T 03-May-2021	7,471.00	7,471.00	0.00	0.00	0.00
ADV02	ADVANTAGE DATA COLLECTION						
1791	R & M INSPECTION INVENTORY AND ASSESSMENT OF WARNING TRAFFIC CONTROL SIGNS	78 22-Apr-2021 T 22-Apr-2021	4,557.86	4,557.86	0.00	0.00	0.00
ANC02	ANCHOR SAFE AND LOCK						
200114-1	INSTALL DOOR WEAHEF GASKET ON PUMP ROOM DOUBLE DOORS	78 22-Apr-2021 T 22-Apr-2021	604.70	604.70	0.00	0.00	0.00
200265-1	R & M SERVICE TO THE FRONT DOOR PANIC BAR	78 27-Apr-2021 T 27-Apr-2021	144.93	144.93	0.00	0.00	0.00
AXO01	AXON PUBLIC SAFETY CANANDA INC.						
CASI-1000557	EVIDENCE STORAGE & LICENSE YEAR 2 PAYMENT	78 15-Apr-2021 C 15-Apr-2021	6,757.40	6,757.40	0.00	0.00	0.00
BEL04	BELL MOBILITY INC						
MAR 2021	BELL MOBILTY MARCH 2021	78 19-Apr-2021 T 19-Apr-2021	5,672.50	5,672.50	0.00	0.00	0.00
BRE07	BRENNTAG CANADA INC						
46327388		52 11-Mar-2021 T 19-Mar-2021	3,873.33	3,873.33	0.00	0.00	0.00
46327389		52 11-Mar-2021 T 19-Mar-2021	-2,260.00	-2,260.00	0.00	0.00	0.00
46293165		656 17-Dec-2020 T 19-Mar-2021	-2,712.00	-2,712.00	0.00	0.00	0.00
46343514	CYLINDER RETURNABLE	78 16-Apr-2021 T 16-Apr-2021	3,982.05	3,982.05	0.00	0.00	0.00
CELLCOM	8755477 CANADA INC.						
233044-B1	NEW PHONE FOR CHANTI	78 27-Apr-2021 T 27-Apr-2021	428.84	428.84	0.00	0.00	0.00
CEN04	CENTRALSQUARE CANADA SOFTWARE INC.						
315658	PAYROLL PROJECT	78 26-Apr-2021 T 26-Apr-2021	63.56	63.56	0.00	0.00	0.00

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CIT01	CITY OF KINGSTON CAO'S OFFICE							
NIN-0015057	Eastern Ontario	62	31-Jan-2021	1,600.00	1,600.00	0.00	0.00	0.00
	Mayors Caucus 2021	T	02-Apr-2021					
	Membership fees							
CLE03	CLEARTECH INDUSTRIES INC							
867512	R & M EQUIPMENT	78	09-Apr-2021	1,389.90	1,389.90	0.00	0.00	0.00
	INSTALL	T	09-Apr-2021					
COM01	COMMERCIAL DOOR SYSTEMS LTD							
43076	NORTH FRONT DOOR	78	23-Apr-2021	175.15	175.15	0.00	0.00	0.00
	RE-ALIGNED	T	23-Apr-2021					
	PHOTO-EYE							
CUN01	CUNNINGHAM SWAN CARTY LITTLE & BONHAM LLP							
170412	Various Legal	62	24-Mar-2021	593.25	593.25	0.00	0.00	0.00
	Services	T	02-Apr-2021					
170440	LPAT APPEAL	78	23-Apr-2021	20,729.57	20,729.57	0.00	0.00	0.00
	MAR/2021	T	23-Apr-2021					
CUP01	CANADIAN UNION OF PUBLIC EMPLOYEES							
03252021	March Union Dues	62	25-Mar-2021	984.68	984.68	0.00	0.00	0.00
		T	02-Apr-2021					
APRIL UNION DL	APRIL UNION DUES	87	03-May-2021	1,362.97	1,362.97	0.00	0.00	0.00
	APR/21	T	03-May-2021					
APRIL-21	VISION AND EYE	87	03-May-2021	525.00	525.00	0.00	0.00	0.00
	REIMBURSEMENT	T	03-May-2021					
	APR/21							
EAS08	EASTERN ONTARIO POWER							
90050069	TRANSFORMER UPGRA	87	03-May-2021	14,144.73	14,144.73	0.00	0.00	0.00
	FOR 600 KING	C	03-May-2021					
	STREET EAST							
EVO02	EVOQUA WATER TECHNOLOGIES LTD.							
904828171	Water Dept	62	11-Mar-2021	475.22	475.22	0.00	0.00	0.00
		T	02-Apr-2021					
FAM02	FAMILY SERVICES EAP KINGSTON							
0421TOG	FSEAP SERVICES	87	03-May-2021	1,975.20	1,975.20	0.00	0.00	0.00
	APR-JUNE 2021	T	03-May-2021					

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	FEES`							
FOR09	FORT GLASS INCORPORATED							
2104035	R & M PLEXI GLASS SHIELD REPAIR	78 C	14-Apr-2021 14-Apr-2021	498.16	498.16	0.00	0.00	0.00
FRO08	FRONTLINE OUTFITTERS							
0000052175	Pants, police service	62 T	26-Mar-2021 02-Apr-2021	193.23	193.23	0.00	0.00	0.00
0000052174	clothing, gan police service	62 T	26-Mar-2021 02-Apr-2021	166.88	166.88	0.00	0.00	0.00
0000052173	gan police service	62 T	26-Mar-2021 02-Apr-2021	809.55	809.55	0.00	0.00	0.00
0000052574	UNIORMS FOR POLICE CHIEF APR/21	87 T	03-May-2021 03-May-2021	158.54	158.54	0.00	0.00	0.00
GAN06	GANANOQUE HORTICULTURAL SOCIETY							
12-10-20	MOTION 20-279 GRANT FOR 100TH ANNIVERSARY PLANTING	78 C	22-Apr-2021 22-Apr-2021	2,000.00	2,000.00	0.00	0.00	0.00
GAN08	GANANOQUE CHEVROLET BUICK GMC CADILLAC							
317497	V2819 repair and maintenance	62 T	24-Mar-2021 02-Apr-2021	104.47	104.47	0.00	0.00	0.00
317398	Unit 90128	62 T	22-Mar-2021 02-Apr-2021	412.52	412.52	0.00	0.00	0.00
318401	SERVICE ON POLICE VEHICLE	78 T	08-Apr-2021 08-Apr-2021	761.33	761.33	0.00	0.00	0.00
318374	SERVICE ON POLICE VEHICLE	78 T	08-Apr-2021 08-Apr-2021	160.75	160.75	0.00	0.00	0.00
319305	SERVICE ON VEHICLE ID:74087 APR/21	87 T	03-May-2021 03-May-2021	919.05	919.05	0.00	0.00	0.00
GAN25	GANANOQUE FIRE FIGHTERS ASSOC							
4TH QUARTER L	4th QUARTER DUES 2020 OCT-DEC	78 C	27-Apr-2021 27-Apr-2021	350.00	350.00	0.00	0.00	0.00
GAN44	GAN SIGN WORKS							
10958	DIGITAL VINYL PRINTS	87 T	03-May-2021 03-May-2021	610.20	610.20	0.00	0.00	0.00
10945	DIGITAL VINYL PRINTS APR/21	87 T	03-May-2021 03-May-2021	847.50	847.50	0.00	0.00	0.00

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GRI02	TODD GRIER EXCAVATING							
132717	PUBLIC WORKS RENTAL ON EXACAVTOR	78 T	19-Apr-2021 19-Apr-2021	960.50	960.50	0.00	0.00	0.00
GUI02	GUIDO MODROW CONSTRUCTION							
2550	JOB: DEMPSTER DRIVE CORE1-8 INCH HOLE APR/21	87 C	03-May-2021 03-May-2021	525.45	525.45	0.00	0.00	0.00
HIC02	HICKS MORLEY HAMILTON STEWARTSTORIE LLP							
564668	Invoice summary for 7309-6 MAR/21	78 T	21-Apr-2021 21-Apr-2021	898.35	898.35	0.00	0.00	0.00
HOM01	HOME HARDWARE BUILDING CTR							
397082	Pallets, Public Works	62 T	25-Mar-2021 02-Apr-2021	28.25	28.25	0.00	0.00	0.00
397643	Pallets returned - Public Works	62 T	26-Mar-2021 02-Apr-2021	-28.25	-28.25	0.00	0.00	0.00
397883	Spruce Stakes	62 T	26-Mar-2021 02-Apr-2021	12.20	12.20	0.00	0.00	0.00
397079	Asphlt Patch	62 T	25-Mar-2021 02-Apr-2021	1,075.13	1,075.13	0.00	0.00	0.00
396806	Connection Kit, Hose, blow gun, hose, air	62 T	24-Mar-2021 02-Apr-2021	70.03	70.03	0.00	0.00	0.00
ICO01	ICONIX WATERWORKS LP							
C2116032406	TELESCOPING MAIN VALVE KEY	78 T	19-Apr-2021 19-Apr-2021	407.82	407.82	0.00	0.00	0.00
INL01	INLAND LIFERAFTS & MARINE LIMITED							
26322	Lifejacket/Immersion Suit light, fire dept	62 C	11-Jan-2021 02-Apr-2021	443.50	443.50	0.00	0.00	0.00
ISI01	ISI							
INV-16297-2021	Programming Services mar 8-10, 2021	62 T	26-Mar-2021 02-Apr-2021	1,723.82	1,723.82	0.00	0.00	0.00
ITW01	IRON TRADE WORKS INC.							
1036	Fire Dept inspection for	62 T	23-Mar-2021 02-Apr-2021	480.25	480.25	0.00	0.00	0.00

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	ladder and backup pump							
03302021	Vision Reimbursement	62 T	30-Mar-2021 02-Apr-2021	450.00	450.00	0.00	0.00	0.00
JET02	JET ELECTRICAL CONTRACTORS							
6244		663 T	16-Dec-2020 02-Apr-2021	115.26	115.26	0.00	0.00	0.00
6321	streetlights	62 T	29-Jan-2021 02-Apr-2021	1,133.01	1,133.01	0.00	0.00	0.00
6410	Locates	62 T	16-Mar-2021 02-Apr-2021	745.80	745.80	0.00	0.00	0.00
6424	Water Treatment Plan	62 T	25-Mar-2021 02-Apr-2021	168.66	168.66	0.00	0.00	0.00
6255		663 T	23-Dec-2020 02-Apr-2021	101.70	101.70	0.00	0.00	0.00
6267	Spill Alarm and Exhaust Fan	663 T	29-Dec-2020 02-Apr-2021	415.72	415.72	0.00	0.00	0.00
6357	Working with Johnson Controls	62 T	17-Feb-2021 02-Apr-2021	2,801.94	2,801.94	0.00	0.00	0.00
6422	King & Tanner St. LED	62 T	25-Mar-2021 02-Apr-2021	620.37	620.37	0.00	0.00	0.00
6419	Installed New Eaton 600V	62 T	24-Mar-2021 02-Apr-2021	470.93	470.93	0.00	0.00	0.00
6479	TRAFFIC SIGNALS KING AND CARMICHAEL	78 T	20-Apr-2021 20-Apr-2021	492.94	492.94	0.00	0.00	0.00
6442	TRAFFIC SIGNALS MAR/21	78 T	22-Apr-2021 22-Apr-2021	847.50	847.50	0.00	0.00	0.00
6468	LIGHTS ON FLASH CHECK STATUS OF MMU. CONTROLLER	78 T	14-Apr-2021 14-Apr-2021	1,096.67	1,096.67	0.00	0.00	0.00
6490	INSTALL TEMP 20A 130V OUTLET WATER TREATMENT PLANT	78 T	23-Apr-2021 23-Apr-2021	252.70	252.70	0.00	0.00	0.00
6462	R & M VARIOUS LOCATIONS	78 T	13-Apr-2021 13-Apr-2021	1,713.36	1,713.36	0.00	0.00	0.00
JOE01	JOE JOHNSON EQUIPMENT							

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P36452	R & M FOR PUBLIC WORKS	78	27-Apr-2021 T 27-Apr-2021	420.31	420.31	0.00	0.00	0.00
JOH07	JOHNSTON JEFF W.							
03292021	Cord Reimbursement	62	29-Mar-2021 T 02-Apr-2021	33.89	33.89	0.00	0.00	0.00
KEY03	KEYES SAND & STONE							
19019	TOPSOIL	78	26-Apr-2021 T 26-Apr-2021	190.79	190.79	0.00	0.00	0.00
KIL02	KILEY PAVING LTD.							
20-4942	SNOW REMOVAL 12/08/2020	78	21-Apr-2021 T 21-Apr-2021	13,533.69	13,533.69	0.00	0.00	0.00
LEE02	LEEDS GRENVILLE & LANARK DISTRICT HEALTH UNIT							
03292021	Mitigation Funds	62	29-Mar-2021 T 02-Apr-2021	9,633.00	9,633.00	0.00	0.00	0.00
MUNICIPAL 2021	LEEDS, GRENVILLE & LANARK DISTRICT HEALTH UNIT- MUNICIPAL LEVY 2021	78	01-Apr-2021 T 01-Apr-2021	8,674.50	8,674.50	0.00	0.00	0.00
MUNICIPAL 2021	LEEDS, GRENVILLE & LANARK DISTRICT HEALTH UNIT- MUNICIPAL LEVY 2021	88	01-May-2021 T 01-May-2021	8,674.50	8,674.50	0.00	0.00	0.00
M&L01	M & L SUPPLY FIRE & SAFETY							
007469	CHROME AX AND WOOD ENGRAVING APR/21	87	03-May-2021 T 03-May-2021	344.65	344.65	0.00	0.00	0.00
MAC04	MACEWEN PETROLEUM INC							
663603		62	24-Mar-2021 T 02-Apr-2021	192.64	192.64	0.00	0.00	0.00
663651		62	24-Mar-2021 T 02-Apr-2021	556.75	556.75	0.00	0.00	0.00
663065	DYED DIESEL FOR 420 STONE STREET NORTH FEB/21	87	03-May-2021 T 03-May-2021	178.31	178.31	0.00	0.00	0.00
MDC02	MDC LAW ENFORCEMENT & MILITARY EQUIPMENT DIST							
4026191	Belts/gan police service	62	24-Mar-2021 T 02-Apr-2021	99.07	99.07	0.00	0.00	0.00
MES01	MESSER CANADA INC. 15687							

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2103555097	LEASE RENEWAL FOR EQUIPMENT MAR/21	78	27-Apr-2021 T 27-Apr-2021	480.16	480.16	0.00	0.00	0.00
03262021	Prescription Safety Glasses Reimbursement	62	26-Mar-2021 T 02-Apr-2021	100.00	100.00	0.00	0.00	0.00
APR-21 MEDICA	MEDICAL RECEIPT FOR DZ LICENSE	78	27-Apr-2021 T 27-Apr-2021	100.00	100.00	0.00	0.00	0.00
MUL03	K. MULROONEY TRUCKING LTD							
2021-00753	SUPPY EQUIPMENT TO CLEAN UP PROPERTY AT 135 KING STREET EAST	78	23-Apr-2021 T 23-Apr-2021	310.75	310.75	0.00	0.00	0.00
MYFM01	MYFM							
21021932	Gan Police Service	62	28-Feb-2021 T 02-Apr-2021	904.00	904.00	0.00	0.00	0.00
21023582	Annual Plan - Aug 20-21 With Councillor Session	62	28-Feb-2021 T 02-Apr-2021	925.47	925.47	0.00	0.00	0.00
ONT09	ONTARIO EAST ECONOMIC DEVELOPMENT COMMISSION							
2973	BUSINESS RELOCATION SURVEY ONTARIO EAST	78	26-Apr-2021 T 26-Apr-2021	565.00	565.00	0.00	0.00	0.00
OPC01	ONTARIO POLICE COLLEGE							
089961	Joel Harding	62	19-Mar-2021 C 02-Apr-2021	525.00	525.00	0.00	0.00	0.00
PEC01	PECK'S MARINA							
51849	DECKVEST LITE APR/21 LIFE JACKET VESTS FOR STAFF	87	03-May-2021 C 03-May-2021	1,533.43	1,533.43	0.00	0.00	0.00
RID02	RIDEAU LAKES PUBLIC LIBRARY							
21-03-23	coffee damage to book	62	23-Mar-2021 C 01-Apr-2021	21.95	21.95	0.00	0.00	0.00
RIV14	RIVERSTONE JANITORIAL							
2691	March 2021 - WTP	62	25-Mar-2021 T 02-Apr-2021	641.84	641.84	0.00	0.00	0.00

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2713	JANITORIAL SERVICE FOR APRIL/21	78 T	26-Apr-2021 26-Apr-2021	641.84	641.84	0.00	0.00	0.00
ROY05	THE COMMISSIONER ROYAL CANADIAN MOUNTED POLICE							
1800000191	FINGERPRINT SEARCHES MAR/21	78 C	27-Apr-2021 27-Apr-2021	50.00	50.00	0.00	0.00	0.00
SAM01	SAM CHEMICAL SPECIALTIES							
106194	R & M PUBLIC WORKS MAR/21	78 T	23-Apr-2021 23-Apr-2021	1,143.79	1,143.79	0.00	0.00	0.00
21-04-21	Vision Reimbursement	78 T	21-Apr-2021 21-Apr-2021	515.00	515.00	0.00	0.00	0.00
STO01	STOKES INTERNATIONAL							
132086	NEW MAGNETIC BADGE HOLDER FIR BD02	78 T	06-Apr-2021 06-Apr-2021	122.55	122.55	0.00	0.00	0.00
STO03	STONE'S MILL INVESTMENTS LTD							
RENT- 20218623	STON'ES MILLS INVESTMENTS- MARCH 2021 RENT	78 T	28-Apr-2021 28-Apr-2021	4,417.71	4,417.71	0.00	0.00	0.00
TAC02	G. TACKABERRY & SONS CONSTRUCTION CO. LTD.							
RELEASE OF HC	RELEASE OF HOLDBACK FOR MAR/21	78 T	26-Apr-2021 26-Apr-2021	40,543.00	40,543.00	0.00	0.00	0.00
TD CAN001	TD CANADA TRUST BANK PROPERTY TAX DEPT							
RETPMT	PMT MADE TO TOWN IN ERROR - TOWN TRANS TO TWP - NOT THEM - THEY RETURNED - NOW RETURNING BACK TO TD	91 C	30-Apr-2021 30-Apr-2021	1,780.43	1,780.43	0.00	0.00	0.00
THO29	THOMAS LEMMON & SONS LTD							
370600	Installed copper piping for Analyzer, installed drain	62 C	25-Mar-2021 02-Apr-2021	616.98	616.98	0.00	0.00	0.00
370599	Supply and install and test 1 new 3/4" RP backflow prevention devise	62 C	25-Mar-2021 02-Apr-2021	1,892.75	1,892.75	0.00	0.00	0.00
TRI06	TRICELL SALES & MARKETING LTD.							
882189	AA Procell Battery	62 T	29-Mar-2021 02-Apr-2021	157.30	157.30	0.00	0.00	0.00

TOWN OF GANANQUE
Council/Board Report - Combined



Vendor : 1000 To ZYCOM
Batch : All

Cash Requirement Date : May 12, 2021
Bank : 0099 To 07

Vendor Invoice	Vendor Name Description	Batch/ Medium	Pay Invoice Date/ Due Date	Invoice Amount	Paid Amount	Discount Amount	Released Amount	Payable Amount
82177	Batteries/Gan police service	62	24-Mar-2021 T 02-Apr-2021	319.51	319.51	0.00	0.00	0.00
UNI03	UNITED COUNTIES OF LEEDS AND GRENVILLE							
INV86236	UNITED COUNTIES OF LEEDS & GRENVILLE-	78	01-Feb-2021 T 01-Feb-2021	60,301.45	60,301.45	0.00	0.00	0.00
INV86255	UNITED COUNTIES OF LEEDS & GRENVILLE-	88	01-May-2021 T 01-May-2021	60,301.45	60,301.45	0.00	0.00	0.00
VAL03	VALLEY BLADES LTD.							
SV044945	R & M ROADS	78	21-Apr-2021 T 21-Apr-2021	267.45	267.45	0.00	0.00	0.00
APR-21	DENTIST AND VISION EXPENSES	78	26-Apr-2021 T 26-Apr-2021	1,254.80	1,254.80	0.00	0.00	0.00
WAR01	WARREN ANNE							
APR-21 PHM	PHM FOR APRIL-2021	78	22-Apr-2021 T 22-Apr-2021	90.71	90.71	0.00	0.00	0.00
WESHARE	WE SHARE SUPPLY INC.							
15436	LANYARD HONEYWELL	78	22-Apr-2021 T 22-Apr-2021	524.53	524.53	0.00	0.00	0.00
WIL03	WILCORE CONCRETE DRILLING							
7646	OUTDOOR RINK	78	06-Apr-2021 T 06-Apr-2021	4,407.00	4,407.00	0.00	0.00	0.00
WOL01	WOLSELEY MECHANICAL GROUP -WATERWORKS GROUP							
918323	R & M PUBLIC UTILITIES	78	21-Apr-2021 T 21-Apr-2021	816.99	816.99	0.00	0.00	0.00
646125	CHLORINE TEST STRIPS	78	21-Apr-2021 T 21-Apr-2021	22.19	22.19	0.00	0.00	0.00
646124	OVAL FLANGE	78	21-Apr-2021 T 21-Apr-2021	75.94	75.94	0.00	0.00	0.00
646126	METER BOX/CURB KEY	78	21-Apr-2021 T 21-Apr-2021	41.49	41.49	0.00	0.00	0.00
WRB01	W. R. BRIGHTMAN & SONS LTD							
19355	Front door repair, gan police service	663	23-Oct-2020 T 02-Apr-2021	218.69	218.69	0.00	0.00	0.00
ZYCOM	ZYCOM TECHNOLOGY INC.							

Council/Board Report - Combined



AP5060

Date : May 12, 2021

Page : 10

Time : 3:12 pm

Vendor : 1000 To ZYCOM

Batch : All

Cash Requirement Date : May 12, 2021

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
IN-68853-01	Adobe Acrobat Professional 2020	62 T	25-Mar-2021 02-Apr-2021	854.42	854.42	0.00	0.00	0.00
IN-69174-01	TECH SUPPORT FOR MAR-APR/21	87 T	03-May-2021 03-May-2021	2,906.76	2,906.76	0.00	0.00	0.00
Totals :				331,480.06	331,480.06	0.00	0.00	0.00

Some items in the aforementioned accounts payable report may have been redacted. Redacting is to edit, or prepare for publishing. A redacted document, has simply had personal (or possibly actionable) information deleted or blacked out; as a consequence, redacted is often used to describe documents from which sensitive information has been expunged.



Mayor Lojko and Councillors.

April 29, 2021

The Board of Directors, on behalf of residents of LCC 9, The Commodore, at 50 Market Street are writing to the members of Town Council and the Marina Master Plan Working group to express our disappointment, displeasure and growing concerns in regards to the inadequate management of the Marina garbage and the recent addition of an huge and unsightly recycling station directly in what was our picturesque marina view.

One of the reasons our resident's chose to live here is to enjoy the picturesque views of the river and boats in the harbour from our windows and balconies and not to see large garbage bins overflowing with garbage and a monstrous blue recycle station, which have totally encumbered our rights to "quite enjoyment" of our properties.

Would you enjoy waking up in the morning and the first thing you see is what can only be described as a garbage dump! We had hoped for, and expected more consideration and respect from the Town and the Marina.

We fail to understand why the Marina which generates a healthy working profit for the Town seems to be unable to put in place a "best practices" garbage management plan and infrastructure that meets the needs of the boaters, island cottagers, marina staff and your neighbours here at the Commodore.

We respectfully request

- Relocation of the blue recycling station and the garbage bins to a more appropriate location before this year's boating season moves into full swing.
- Improvements in the garbage bin collection cycle and maintenance of the garbage bin area

Several members of the Board are available to meet at your convenience to discuss the situation in detail so that we all understand the issues and how best to resolve them so we can all enjoy a pleasant summer.

The primary point of contact for LCC 9 is : Beth Roode beth@roode.ca Cell: 613 985 4893

Sincerely :

The Board of Directors of LCC 9
On behalf of our Residents

Susanne Burt
Cam and Susan Soutter
Adrienne and Larry Banbury
Sheila and Don Brown
Graham Armstrong
William and Marion Webster
Dave and Bev Saunders
Anna Lee Johnston
Alice and Maurice Ryan
Rob Bickerton
Peter and Ann Speak

Brenda Latta
Beth and Peter Roode
Joan Fleury
Bob and Leslee Lunman
Marlene Fenton
Margaret Rose and Frank Fair
Mike and Michelle Lanthier
Connie and Wayne Ocolisan
Carol Harding and Michael Keyes
Ann Brown
Donna Gibson

40 Brock Street
Gananoque, ON. K7G 1J8

April 27, 2012

Mayor Ted Lojko and Councillors
Town of Gananoque,
30 King Street East
Gananoque, ON
K7G 1E9

Dear Mayor and Councillors,

I am writing this on behalf of my friends, Lina Alakabani and Feres Alkhateeb.


Lina, Feres and their children moved to Gananoque four years ago as part of the Refugee Resettlement Program. As new Canadians, they worked very hard, and on May 1st of last year, they succeeded in buying their first home. Lina learned some English in school in Syria, but for Feres, it is a new language. Communication is not always easy for either of them.

When Lina received her first set of interim property tax bills, last Spring, she promptly paid them. She did not understand that there were two more bills to come, and she does not recall receiving the bill for the autumn installments. She says that she may have done so and simply not understood what they were about.

At any rate, Lina now understands that property taxes are due in four installments each year, and she has the money to pay. However, she finds the late payment penalty of \$104.47 too much. She is respectfully requesting that Council waive the late charge on this one occasion in view of her unusual circumstances. She will then have no difficulty in paying the basic property taxes.

Thank you for considering this request.

Sincerely,

Joan Bennett Lina Alakabani 

May 12, 2021

Town of Gananoque
Attn: Recreational Manager

Delivered Via Email: recmanager@gananoque.ca / clerk@gananoque.ca

To whom it may concern,

The owners of The Gananoque Islanders have maintained a long-term relationship with the Town of Gananoque and the Lou Jefferies Arena over the past 30 years. At this time, we are asking Town Council for a written agreement giving us exclusive rights and access on an annual basis to the changeroom and shower facilities, as opposed to the verbal agreement that has been in place for over the past 30 years.

The Club has been responsible for two key renovations which included the 2015 investment of \$46K to upgrade the Dressing Room and Showers. Prior to that, in 2003, the Club made an investment of \$10K to renovate benches, and metal works that required repair.

This space has external access, and has been used over the years for our club's executive board meetings, and as office space for meetings and fund raising events. We will continue to provide regular housecleaning services based on utilization of the space.

The Club would also like to maintain the rink board advertising, as it plays a huge role in their sponsorship and fundraising goals. **We would expect to continue to be invoiced annually at the rate of \$250.00 per 8 ft. board per season.**

Our sister company, Hybrid Construction currently has a five year agreement in place for advertising space on the Zamboni machine at the arena. This is a reflection of our long term commitment and support to the Lou Jefferies Arena.

We look forward to securing our recreational relationship with the Town of Gananoque.

Thank you,

Jeff McEwen
Gananoque Sr. Islanders



Tourism Advisory Panel Minutes

On May 6, 2021 at 9:00am Online meeting through **WebEx**
Teleconference

PANEL MEMBERS PRESENT		STAFF COUNCIL PRESENT
Chair:	Dennis O'Connor	Councillor Matt Harper
	Katherine Christensen	Doug Wark, Manager of Community Services
	Jeff Brown	Melanie Kirkby, Treasurer
	Lisa Robichaud	Amanda Trafford, Business Development Coordinator
	John Nagy	Emily Parker, Community Services Coordinator
	Meg Dabros (non-voting)	
	Peter Sweet	
Regrets:	Amy Kirkland (non-voting)	

1.	Call Meeting to Order – Chair called meeting to order at 9:04am	
2.	Disclosure of Pecuniary Interest & General Nature Thereof	NONE
3.	Approval of Minutes – April 1, 2021 <ul style="list-style-type: none"> Please update – “If Heritage approached TAP for funding, no application would be needed” to “Anyone requesting funding from TAP must submit an application”. Minutes to be reviewed with change at next meeting for approval. 	
4.	Public Question/Comment (Only Addressing Items on the Agenda)	NONE
5.	Disclosure of Additional Items	NONE
6.	Delegations	NONE
7.	Presentations by Staff/Others	NONE
8.	Unfinished Business	
	1. Welcome Community Services Coordinator <ul style="list-style-type: none"> a. Emily introduced herself to the members and provided overview of her position b. Welcome to Councillor Matt Harper as new addition to TAP 	

	<p>2. Tourism Advisory Panel Funding Application</p> <ul style="list-style-type: none"> • Event application update <ul style="list-style-type: none"> ○ We received 5 applications ○ Amanda to compile applications and ensure they are complete. Then will send to members of TAP for review. ○ Sub-committee (John, Dennis, and Meg) will review the application on Monday, May 10 at 9:00am ○ TAP will meet as a group on Thursday, May 13th at 9:00am - the sub committee will present their recommendations. No other items will be on this agenda. • Follow link to access the application listed under Tourism Advisory Panel (TAP) - https://www.gananoque.ca/town-hall/committees-and-boards/committees-and-board-directory 	
	<p>MATTAP Motion #2021-10 - To Amend Tourism Advisory Panel Grant Application BE IT RESOLVED THAT THE TOURISM AVISORY PANEL AMEND THE TOURISM ADVISORY PANEL GRANT APPLICATION TO INCLUDE A GRANT LIMIT.</p>	
	<p>3. Gananoque 401 Signs, Gates & Susan Push</p> <ul style="list-style-type: none"> • Gananoque Signs (along the 401 near exits) <ul style="list-style-type: none"> ○ John will bring quotes for landscaping around signs to next meeting • Gates – Dennis to look into who to speak with regarding updates • Susan Push – Amanda to include potential funding request to the Heritage Advisory Panel on their next agenda. 	DEFEATED-UNANIMOUS
9.	Correspondence	NONE
10.	<p>New Business</p> <ul style="list-style-type: none"> • TIAP provided an overview of their current marketing initiatives, being mindful of all current Provincial guidelines. • Peter requested actuals for 2020/2021 and that financial reports to be included with each agenda moving forward, this will now be included in agendas moving forward. • Dennis brought forward lighting up the walking bridge and dam, will bring more information regarding cost to next meeting. 	
11.	Discussion of Additional Items	NONE
12.	Next Regular Meeting – Thursday, June 3, 2021 at 9:00am	
13.	<p>Adjournment MATTAP Motion #2021-11 - To adjourn Meeting Moved by: Councillor Matt Harper BE IT RESOLVED THAT THE TOURSIM ADVISORY PANE: HEREBY ADJOURNS THIS MEETING</p>	CARRIED

Chair:

Date:

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

Consent Agenda Items

Moved by:
Seconded by:
Be it resolved that the By-law and Motion listed on the Consent Agenda be passed accordingly:
MOTION:
#21-082 – Approval of Minutes – Tuesday, May 4, 2021 BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE HEREBY ADOPTS THE REGULAR MINUTES OF TUESDAY, MAY 4 TH , 2021 MEETING.
SAVE AND EXCEPT:
By-law No. 2021-064 – Council Remuneration and Honorariums – 2022 to 2026 (as directed by Motion #21-077, dated May 4, 2021) BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2021-064, BEING A BY-LAW TO ESTABLISH REMUNERATION AND EXPENSES FOR THE MEMBERS OF COUNCIL AND LOCAL BOARDS FOR THE CORPORATION OF THE TOWN OF GANANOQUE.

As presented at the regular Council Meeting held this 18th day of May, 2021.

Approved: May 18, 2021

 Ted Lojko, Mayor

Unanimous Carried

Ayes _____ Nays _____

REGULAR COUNCIL MEETING MINUTES

Held on Tuesday, May 4, 2021 at 6:00 PM
 Held via WebEx Video and Teleconference

COUNCIL MEMBERS PRESENT		STAFF PRESENT
Mayor:	Ted Lojko	Shellee Fournier, CAO
Councillors:	Dave Anderson	Penny Kelly, Clerk/CEMC
	Adrian Haird	Brenda Guy, Manager of Planning and Development
	Matt Harper	Melanie Kirkby, Treasurer
	Mike Kench	Doug Wark, Manager of Community Services
	Dennis O'Connor	Paul McMunn, Manager of Public Works
	David Osmond	
Regrets:		Gord Howard, Fire Chief

1.	Call Meeting to Order
	Mayor Lojko called the meeting to order at 5:01 PM.
2.	Disclosure of Pecuniary Interest & General Nature Thereof – None
3.	Closed Meeting of Council (Beginning at 5:00 PM)
	<p>Move Into Closed Session</p> <ul style="list-style-type: none"> Moved by Councillor Kench 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 5:02 PM for the purpose of discussing one (1) item under Advice that is Subject to Solicitor-client Privilege, including Communications Necessary for that Purpose, and one (1) item under A Proposed or Pending Acquisition or Disposition of Land by the Municipality. <p style="text-align: right;">CARRIED – UNANIMOUS</p>
4.	Move Out of Closed Session at 5:58 PM
	The Open Session of Council began at 6:00 PM
5.	Matters Arising from Closed Session
	<ul style="list-style-type: none"> Mayor Lojko announced that a Closed Session meeting was held tonight, there is nothing to report out at this time. Due to time constraints the Closed Session meeting has recessed and will reconvene immediately following the Council meeting.
6.	Public Question / Comment (Only Addressing Reports on the Agenda)
	<ul style="list-style-type: none"> There being none, the Chair moved on to the next order of business.
7.	Disclosure of Additional Items
	1. Fort Erie Resolution – Federal Government Providing Transparency with Regard to Plans to Reopen the Canada-US Border – Mayor Lojko
8.	Presentations / Awards / Deputations – None
9.	Delegations – None
10.	Mayor's Declaration – None
11.	Public Meetings – None

20.	Questions from the Media		
	<ul style="list-style-type: none"> • There being none, the Chair moved on to the next item. 		
21.	Motion to Reconvene – Move to Closed Session		
	<ul style="list-style-type: none"> • Moved by Councillor Kench that the Council of the Town of Gananoque reconvenes its Closed Session meeting in accordance with Section 239.2 of the <i>Municipal Act</i>, and moves into Closed Session at 7:15 PM for the purpose of continuing discussions of one (1) item under Advice that is Subject to Solicitor-client Privilege, including Communications Necessary for that Purpose, and one (1) item under A Proposed or Pending Acquisition or Disposition of Land by the Municipality. <p style="text-align: right;">CARRIED – UNANIMOUS</p>		
22.	Move Out of Closed Session at 8:31 PM		
	Return to Open Session of Council at 8:31 PM		
23.	Matters Arising Out of Closed Session		
	<ul style="list-style-type: none"> • The Closed Session meeting of Council was reconvened tonight. Council considered one (1) item under Advice that is Subject to Solicitor-client Privilege, including Communications Necessary for that Purpose, and one (1) item under A Proposed or Pending Acquisition or Disposition of Land by the Municipality. There is nothing to report out. 		
22.	Confirmation By-law		
	<p>By-law No. 2021-061 – Confirming By-law – May 4, 2021 (3 Readings)</p> <p>Moved by: Deputy Mayor Osmond Seconded by: Councillor Haird</p> <p>BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2021-061, BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS REGULAR MEETING HELD ON TUESDAY, MAY 4TH, 2021, BE READ THREE TIMES AND FINALLY PASSED THIS 4TH DAY OF MAY 2021.</p> <p style="text-align: right;">CARRIED – UNANIMOUS</p>		
23.	Next Meeting: Tuesday, May 18, 2021 at 6:00 PM.		
24.	Adjournment		
	<p>Moved by: Deputy Mayor Osmond</p> <p>Be it resolved that Council hereby adjourns this regular meeting of Council at 8:32 PM.</p> <p style="text-align: right;">CARRIED – UNANIMOUS</p>		
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;"> <hr style="width: 80%; margin: 0 auto;"/> Ted Lojko, Mayor </td> <td style="width: 50%; text-align: center;"> <hr style="width: 80%; margin: 0 auto;"/> Penny Kelly, Clerk / CEMC </td> </tr> </table>		<hr style="width: 80%; margin: 0 auto;"/> Ted Lojko, Mayor	<hr style="width: 80%; margin: 0 auto;"/> Penny Kelly, Clerk / CEMC
<hr style="width: 80%; margin: 0 auto;"/> Ted Lojko, Mayor	<hr style="width: 80%; margin: 0 auto;"/> Penny Kelly, Clerk / CEMC		



Community Services

Legislative Services

April 27, 2021

File #120203

Sent via email: Justin.trudeau@parl.gc.ca

The Right Honourable Justin Trudeau,
Prime Minister of Canada
House of Commons
Ottawa, ON K1A 0A6

Honourable and Dear Sir:

Re: Federal Government Providing Transparency with Regard to Plans to Reopen the Canada-US Border

Please be advised the Municipal Council of the Town of Fort Erie at its meeting of April 26, 2021 passed the following resolution:

Whereas in March 2020 the unprecedented step was taken to close the Canada-United States border to all non-essential discretionary traffic to prevent the spread of COVID-19, and

Whereas that closure has been extended 30 days at a time for over a year, with only limited travel exceptions available for purposes deemed essential by the federal government, and

Whereas the Municipal Council of the Town of Fort Erie passed a resolution May 4, 2020 requesting that the border remain closed until such a time that the situation in the United States has improved, and

Whereas the health threat caused by COVID-19 currently remains, vaccination efforts in both countries are accelerating with the intended objective of having at least one vaccine dose available for all adults in both countries by Summer, and

Whereas the border closure continues to have an incredible social and economic impact on the communities located along it, including spouses, children and other loved ones who remain separated from each other, and

.../2

Mailing Address:

The Corporation of the Town of Fort Erie
1 Municipal Centre Drive, Fort Erie ON L2A 2S6

Office Hours 8:30 a.m. to 5:00 p.m. Phone: (905) 871-1600 FAX: (905) 871-4022

Web-site: www.forterrie.ca

Whereas Canada shares the longest undefended border in the world and our largest trade partnership with the United States, and it would be desirable to resume the free movement of goods and people across that border when it is safe to do so, and

Whereas United States President Joe Biden has signed an executive order directing the US work alongside the Canadian and Mexican governments to plan for the eventual withdrawal of existing land border restrictions, and

Whereas despite assurances by the Canadian federal government that the border will reopen, there has been no transparency on efforts being undertaken to achieve that goal, and no plan provided outlining the steps and metrics necessary to achieve that goal or what that opening will look like;

Now therefore be it resolved,

That: The Municipal Council of the Town of Fort Erie requests that Canadian and US officials continue to work together to formulate the plan necessary to permit the safe eventual full reopening of the Canada-US border to all traffic, and further

That: The Municipal Council of the Town of Fort Erie requests that the Canadian Federal government provide transparency on the steps and metrics necessary to reopen the border and what a reopened border will look like and any phasing in, as deemed appropriate, and further

That: The Municipal Council of the Town of Fort Erie requests that The Public Health Agency of Canada coordinate with their provincial and municipal counterparts to immediately vaccinate our front-line Canadian Border Services Agency officers, and further

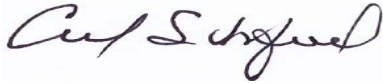
That: The Municipal Council of the Town of Fort Erie extends their appreciation to all officials in both Canada and the United States involved for their continual efforts on conveying the concerns and challenges border communities have faced during the pandemic, and further

That: A copy of this resolution be circulated to The Right Honourable Justin Trudeau, Prime Minister of Canada, The Honourable Bill Blair, Minister of Public Safety, The Honourable Patty Hajdu, Minister of Health (Canada), Joe Biden, President of the United States of America, Alejandro Mayorkas, United States Secretary of Homeland Security, Tony Baldinelli, Member of Parliament for Niagara Falls, Brian Higgins, US Congressman for the 26th District of the State of New York, Chris Jacobs, US Congressman for the 27th District of the State of New York, United States Senators Chuck Schumer and Kristen Gillibrand, all Members of Parliament representing constituencies of border crossing

municipalities along the Canada-US border, the Co-Chairs of the United States Congress Northern Border Caucus, and all border crossing Mayors of municipalities along the Canada-US border.

Thank you for your attention to this matter.

Yours very truly,



Carol Schofield, Dipl.M.A.
Manager, Legislative Services/Clerk

cschofield@forterie.ca

CS:dlk

c.c.

Mr. Joe Biden, President of the United States of America dl.legislative@whmo.mil / correspondence@who.eop.gov

The Honourable Bill Blair, Minister of Public Safety Bill.Blair@parl.gc.ca

The Honourable Patty Hajdu, Minister of Health (Canada) Patty.Hajdu@parl.gc.ca

Alejandro Mayorkas, United States Secretary of Homeland Security dhssecretary@hq.dhs.gov / congresstodhs@hq.dhs.gov

Tony Baldinelli, MP, Niagara Falls Tony.Baldinelli@parl.gc.ca

Brian Higgins, US Congressman for the 26th District of the State of NY/Co-Chair of the United States Congress Northern Border Caucus

chris.fahvey@mail.house.gov

Chris Jacobs, US Congressman for the 27th District of the State of NY, United States George.mcnerney@mail.house.gov

Chuck Schumer, United States Senator for New York Jordan_nicholson@schumer.senate.gov

Kristen Gillibrand, United States Senator for New York invite@gillibrand.senate.gov

Elise Stefanik, Co-Chair of the United States Congress Northern Border Caucus ny21esima@mail.house.gov

Members of Parliament representing constituencies of border crossing municipalities along the Canada-US border

Terry.Sheehan@parl.gc.ca, Marcus.Powlowski@parl.gc.ca, Marilyn.Gladu@parl.gc.ca, eric.duncan.p9@parl.gc.ca, michael.barrett@parl.gc.ca,

Chris.Bittle@parl.gc.ca, Tony.Baldinelli@parl.gc.ca, Vance.Badawey@parl.gc.ca, Carla.Qualtrough@parl.gc.ca, kerry-lynn.findlay@parl.gc.ca,

Tako.VanPoota@parl.gc.ca, ed.fast@parl.gc.ca, Richard.Cannings@parl.gc.ca, Rob.Morrison@parl.gc.ca, John.Barlow@parl.gc.ca, Glen.Motz@parl.gc.ca,

Jeremy.Patzer@parl.gc.ca, Robert.Kitchen@parl.gc.ca, Larry.Maguire@parl.gc.ca, candice.bergen@parl.gc.ca, Ted.Falk@parl.gc.ca,

Richard.Bragdon@parl.gc.ca, John.Williamson@parl.gc.ca, Claude.DeBellefeuille@parl.gc.ca, Brenda.Shanahan@parl.gc.ca, Christine.Normandin@parl.gc.ca,

Lvne.Bessette@parl.gc.ca, Marie-Claude.Bibeau@parl.gc.ca, Luc.Berthold@parl.gc.ca, Richard.Lehoux@parl.gc.ca, Bernard.Genereux@parl.gc.ca,

Maxime.Blanchette-Joncas@parl.gc.ca

Border crossing municipalities along the Canada-US border:

mayor.provenzano@cityssm.on.ca, jcaul@fortfrances.ca, rainyriver@tbaytel.net, bhand@villageofpointedward.com, mayor@sarnia.ca,

bclement@cornwall.ca, btodd@prescott.ca, tojko@gananoque.ca, jdiodati@niagarafalls.ca, betty.disero@notl.com, janis.moore@sarnia.ca,

clerk@gananoque.ca, lbell@cityssm.on.ca, sconidi@niagarafalls.ca, ccampbell@niagarafalls.ca, beth.audet@notl.com,

khaney@fortfrances.ca, dgerrie@saultcity.com, harleyd@ci.international-falls.mn.us, rickrone@mncable.net, reppp@porthuron.org,

mattlelire@gmail.com, jskelly@ogdensburg.org, Robert.Restaino@niagarafallsny.gov, mayor@city-buffalo.com, mayor@skagway.org,

gmckay@districtofstewart.com, MayorHarvie@delta.ca, bonyon@cityofblaine.com, clerks@surrey.ca, CityHall@lyndenwa.org, ifroese@tol.ca,

mayorbraun@abbotsford.ca, kchristensen@cityofsumas.com, neal.oroville@nvinet.com, smckortoff@osoyoos.ca, mayor@republicwa.org,

midwaybc@shaw.ca, btaylor@gandrforks.ca, TownofNorthport@outlook.com, mayor@rosland.ca, mayor@colville.wa.us,

Mayor.Lockwood@salmo.ca, metfalls@potc.net, Ron.Toyota@creston.ca, Ischermerhorn@eureka-mt.gov, Ischermerhorn@eureka-mt.gov,

twnbrwng@3rivers.net, admin@id4waterton.ca, m.kronen@cardston.ca, lburley@cityofcutbank.org, randy.bullock@cardstoncounty.com,

town@northerntel.net, vilcouth@telus.net, division4@fortymile.ab.ca, tsolomon@ci.havre.mt.us, Dan.Hamilton@cypress.ab.ca,

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rm12@sasktel.net, dshowers@nemont.net, office@townofcoronach.ca, ctypwood@nemont.net, rmnine@sasktel.net, rm07@sasktel.net,

tabbjij@hotmail.com, cityofambrose@outlook.com, villageoftorquay@sasktel.net, r.ludwig@estevan.ca, auditor@midstatetel.com,

villagen@sasktel.net, bowbells@nccray.com, townofalameda@sasktel.net, garrettvolk@srt.com, village.carievale@sasktel.net,

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jskelly@ogdensburg.org, supervisor@massena.us, supervisor@townofconstable.com, dbilow1@gmail.com, mooers1804@moosersny.com,

village@hemmingford.ca, canton.township@hemmingford.ca, info@cantondundee.ca, info@hinchinbrooke.com, admin@mun-havelock.ca,

mayor@vchamplain.com, info@mun-sbdl.ca, mayor@rousespointny.com, maire@lacolle.com, supervisor@townofchamplain.com,

villageofalburgh@fairpoint.net, reception@ville.noyan.qc.ca, info@clarencville.qc.ca, sbousquet@highgatevt.org, info@municipalite.saint-armand.qc.ca,

davebennion@franklinvt.net, municipalite@village.frelighsburg.qc.ca, townclerk@richfordvt.org, info@abercorn.ca,

m.lafrance@sutton.ca, villagenorthtroy1@comcast.net, maire.potton@potton.ca, directeurgeneral@stanstead.ca,

derbytownclerk@derbyvt.org, administration@coaticook.ca, townofnorton@myfairpoint.ne, nlabrecque@canaanschools.org, municipalite@st-hermenegilde.qc.ca,

direction@eastthereford.ca, Townoffice@pittsburg-nh.com, chartierville@hsfgc.ca,

adm.woburn@axion.ca, info@sainttheophile.qc.ca, info@jackmanme.net, info@pohenegamook.net, communication@edmundston.ca,

town.manager@fortkent.org, gmpicard@madawaska.me, vbtownmanager@gmail.com, info@saint-leonard.ca, vgs-tqf@nb.aibn.com,

tm@limestonemaine.org, info@perth-andover.com, easton@easton.me.us, voc@rogers.com, townhall@town.woodstock.nb.ca,

billyhoward207@yahoo.com, town.manager@houlton-main.com

**THE CORPORATION OF THE TOWN OF GANANOQUE
BY-LAW NO. 2021-064**

**BEING A BY-LAW TO ESTABLISH REMUNERATION AND EXPENSES FOR THE
MEMBERS OF COUNCIL AND LOCAL BOARDS FOR THE CORPORATION OF
THE TOWN OF GANANOQUE**

WHEREAS Section 283 of the *Municipal Act*, 2001, S.O. 2001 c.25, as amended provides for the passing of by-laws for the paying of remuneration and expenses to members of Council and members of any local board of the municipality and of the officers and employees of the local board.

AND WHEREAS the Town of Gananoque did not revoke the resolution under Subsection 255 (2) or (3) of the old Act before January 1, 2003, declaring that one-third of the remuneration paid to the elected members of council is deemed as expenses incident to the discharge of their duties as members of the council;

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 received Council Report CAO-2021-04, and concurs with its recommendation to consider Option #2, that the base annual increase of the Council honorariums be increased to match the previous year's Consumer Price Index (CPI), and further directs staff to bring back a By-law for review and consideration on Tuesday, May 18, 2021;

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. Effective January 1, 2023, an annual allowance shall be paid to each member of the Council of the Corporation of the Town of Gananoque, as set out in Schedule 'A' attached hereto.
- 1.2. Effective January 1, 2023, annual honorariums shall be paid to each member of the Council of the Corporation of the Town of Gananoque designated as a member of a Joint Service Committee, as set out in Schedule 'B' attached hereto.
- 1.3. Such allowance shall be paid bi-weekly, and in the event of the death of a member or upon them ceasing to be a member for any reason before the expiration of their term of office, the amount payable to the member or to members personal representative shall be in proportion to the period of their service during such term.

2. EFFECTIVE DATE:

- 2.1. This By-law shall come into full force on January 1, 2023 and shall expire on December 31, 2026.

Read a first, second and third time and finally passed this 18th day of May 2021

Ted Lojko, Mayor

Penny Kelly

(Seal)

By-law No. 2021-064
Schedule 'A'
Council Remuneration and Expenses

Annual Base Allowance Commencing January 1st, 2023				
Position	January 2023	January 2024	January 2025	January 2026
Mayor	\$27,545 + CPI from 2022	2023 amount + CPI from 2023	2024 amount + CPI from 2024	2025 amount + CPI from 2025
Deputy Mayor	\$16,967 + CPI from 2022	2023 amount + CPI from 2023	2024 amount + CPI from 2024	2025 amount + CPI from 2025
Councillor (x5)	\$14,417 + CPI from 2022	2023 amount + CPI from 2023	2024 amount + CPI from 2024	2025 amount + CPI from 2025
Total	\$116,597 + CPI from 2022	2023 amount + CPI from 2023	2024 amount + CPI from 2024	2025 amount + CPI from 2025

*CPI = Consumer Price Index for November as published in December, as per Statistics Canada.

**By-law No. 2021-064
Schedule 'B'
Council Remuneration and Expenses**

Annual Honorarium as of January 1st, 2023	
Joint Service Committee	\$1,830.14
Joint Services Sub Committees	
Land Ambulance	\$1,830.14
Community and Social Services	\$1,830.14
St. Lawrence Lodge Management	\$1,830.14
TOTAL	\$7,320.56



MOTION / RESOLUTION OF COUNCIL

Date: May 18, 2021	Motion No. 2021 –
Subject: Notice of Motion – Live Stream Council Meetings – Direction to Staff	
Moved by:	
Seconded by:	
<p>BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE DIRECTS THE CLERK TO LIVE STREAM COUNCIL MEETINGS, AS SOON AS POSSIBLE, VIA FACEBOOK OR YOUTUBE, AS DEEMED FEASIBLE BY THE CLERK.</p>	

Ayes _____ **Nays** _____

Carried: _____

Defeated: _____

Tabled/Postponed: _____

Ted Lojko, 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.

RECORDED VOTE:	Aye	Nay
Anderson, D.		
Haird, A.		
Harper, M.		
Kench, M.		
O'Connor, D.		
Osmond, D.		
Lojko, T.		
TOTALS		

MOTION / RESOLUTION OF COUNCIL

Date: May 18, 2021	Motion No. 2021 –
Subject: Notice of Motion – End the Lockdowns in Ontario	
Moved by:	
Seconded by:	
<p>WHEREAS VACCINATIONS ARE NOW WIDELY AVAILABLE FOR THOSE THAT SEEK THEM IN ONTARIO;</p> <p>AND WHEREAS REPORTS SHOW THAT A LARGE NUMBER OF SMALL BUSINESSES ARE PERMANENTLY CLOSING THEIR DOORS BECAUSE OF THE LOCKDOWNS DUE TO THE PANDEMIC;</p> <p>AND WHEREAS RECENT DATA SUGGESTS THAT CHILDREN ARE SUFFERING AT AN ALARMING RATE WITH ANXIETY, DEPRESSION AND OTHER MENTAL HEALTH CHALLENGES DUE TO THE SEVERE LOCKDOWN MEASURES;</p> <p>AND WHEREAS RECENT DATA SUGGESTS THAT KIDS ARE MOSTLY SAFE AND HAVE AN ALMOST 0% RISK OF HARM DUE TO COVID-19;</p> <p>AND WHEREAS RECENT DATA SUGGESTS THAT COVID-19 WILL NOT CAUSE SERIOUS HARM TO THE MAJORITY OF PEOPLE UNDER 60;</p> <p>AND WHEREAS DATA SUGGESTS THAT OUTSIDE OF TORONTO, ICU CAPACITY HAS NOT BEEN OVERRUN DUE TO COVID-19 AND CAPACITY HAS BEEN A HISTORICAL PROBLEM IN ONTARIO HOSPITALS EVERY FLU SEASON;</p> <p>AND WHEREAS DATA SHOWS THAT IN SOME PLACES THAT HAVE REMOVED MASK MANDATES AND MOBILITY RESTRICTIONS HAVE NOT SEEN A SPIKE IN COVID-19 CASES OR DEATHS (SEE TEXAS, FLORIDA, SOUTH DAKOTA, ARIZONA IN THE UNITED STATES);</p> <p>AND WHEREAS SCIENCE SHOWS THAT EATING A HEALTHY DIET IS IMPORTANT FOR AN EFFECTIVE IMMUNE SYSTEM;</p> <p>AND WHEREAS SCIENCE SHOWS THAT DAILY PHYSICAL ACTIVITY IS IMPORTANT FOR AN EFFECTIVE IMMUNE SYSTEM;</p> <p>AND WHEREAS SCIENCE SHOWS THAT PROPER LEVELS OF VITAMIN D IS IMPORTANT FOR AN EFFECTIVE IMMUNE SYSTEM;</p>	

AND WHEREAS THE SOURCES PROVIDED BELOW ARE INTENDED TO SUPPORT THIS RESOLUTION:

1. <https://covid19tracker.ca/vaccinationtracker.html>
2. <https://globalnews.ca/news/7590374/small-businesses-closure-canada-covid-19/>
3. <https://globalnews.ca/news/7845209/covid-canadian-paediatric-society-letter/>
4. <https://www.bbc.com/news/health-52003804>
5. <https://health-infobase.canada.ca/covid-19/epidemiological-summary-covid-19-cases.html?stat=num&measure=total&map=pt#a2>
6. <https://theconversation.com/why-ontario-had-to-transfer-thousands-of-toronto-covid-19-patients-to-other-cities-hospitals-160109>
7. <https://www.consumeraffairs.com/news/coronavirus-update-us-cases-spike-during-the-last-week-but-cases-go-down-in-maskless-texas-032621.html>
8. <https://www.everydayhealth.com/columns/white-seeber-grogan-the-remedy-chicks/ten-simple-natural-ways-to-boost-immune-system/>
9. <https://www.healthline.com/nutrition/how-to-boost-immune-health#6.-Engage-in-moderate-exercise>
10. <https://www.healthline.com/nutrition/vitamin-d-coronavirus.>

NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE REQUESTS THAT ON JUNE 2, 2021, THE ONTARIO PROVINCIAL GOVERNMENT PUT AN END THE PROVINCE WIDE LOCKDOWNS, OPEN UP ALL SCHOOLS ACROSS ONTARIO AT REGULAR CAPACITY AND ESTABLISH A PLAN TO GET THE ECONOMY AND THE POPULATION BACK TO A SEMI-NORMAL STATE;

AND FURTHER THAT THE PROVINCIAL GOVERNMENT SHOULD ONLY CONTINUE WITH REGIONAL HEALTH UNIT SPECIFIC 'RECOMMENDATIONS' WITH INPUT FROM LOCAL MUNICIPALITIES FOR MASK USAGE AND SOCIAL DISTANCING MEASURES TO DEAL WITH THE COVID-19 PANDEMIC;

AND FURTHER THAT THE PROVINCIAL GOVERNMENT MAKE AN INCREASED EFFORT TO EDUCATE ONTARIANS ON HOW TO MAINTAIN THEIR MAXIMUM IMMUNITY WITH A HEALTHY DIET, GETTING REGULAR EXERCISE AND MAINTAINING PROPER VITAMIN D LEVELS.

Ayes _____ **Nays** _____

Carried: _____

Defeated: _____

Tabled/Postponed: _____

Ted Lojko, 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.

RECORDED VOTE:	Aye	Nay
Anderson, D.		
Haird, A.		
Harper, M.		
Kench, M.		
O'Connor, D.		
Osmond, D.		
Lojko, T.		
TOTALS		

NOTICE OF MEETING Proposed Class III Development Permit Amendment

TAKE NOTICE THAT the Planning Advisory Committee/Committee of Adjustment for the Town of Gananoque will hold a Meeting on **TUESDAY, MAY 25, 2021 at 6:00 P.M.** via **VIRTUAL MEETING*** to provide a recommendation to Council on the application below.

AND FURTHER TAKE NOTICE that the Council for the Corporation of the Town of Gananoque will hold a Public Meeting on **TUESDAY, JUNE 1, 2021** via **VIRTUAL MEETING*** to hear the following application to consider a Class III Development Permit Amendment:

File No. **DP2021-07**

OWNER: **HARRIE TIEKEN**
APPLICANT: **JAMIE PETERSON**

The property municipally and legally described as

345 HERBERT STREET

CON 1 PT LOT 14 PT LOT 15 FORM LEEDS RP 28R2631 PART 2 NOW GANANOQUE

has applied to the Town of Gananoque for a Development Permit Amendment to
**PERMIT A DRIVE-IN MOVIE THEATRE IN THE REAR YARD OF THE SUBJECT PROPERTY AND TO
PERMIT THE USE OF ADJACENT LANDS FOR THE PLACEMENT OF EQUIPMENT RELATED TO THE
PROPOSED USE**

*The **TOLL-FREE PHONE NUMBER** and **VIDEO CONFERENCE LINK** can be found on the meeting agenda, posted to the Town website at <https://www.gananoque.ca/town-hall/meetings> prior to the meeting.

Additional information in relation to the proposed development permit is available for inspection on the Town website at <https://www.gananoque.ca/town-hall/meetings>, by emailing assistantplanner@gananoque.ca or by calling Chanti Birdi 613-382-2149 ext. 1129.

If you wish to provide comment or input you may do so at the meeting or in writing prior to the meeting.
Note: Only the applicant of a development permit has a right to appeal a decision or non-decision on an application to the LPAT where the application meets the requirements established through the Official Plan and Development Permit By-law.



DATED this 10th day of May, 2021

Brenda Guy
Manager of Planning and Development
bguy@gananoque.ca
613-382-2149 Ext. 1126



Council Report – RDS-2021-04

Date: May 18, 2021 **IN CAMERA**

Subject: Pine Street Reconstruction – Award of Contract

Author: Paul McMunn, Manager of Public Works **OPEN SESSION**

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2021-065, BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN AGREEMENT WITH K. MULROONEY TRUCKING LTD. FOR THE RECONSTRUCTION OF PINE STREET, FROM CHARLES STREET SOUTH TO WILLIAM STREET SOUTH, IN THE AMOUNT OF \$930,711.62 (PLUS THE TOWN'S PORTION OF HST), SUBJECT TO RECEIVING AN ENVIRONMENTAL COMPLIANCE APPROVAL (ECA) FROM THE MINISTRY OF THE ENVIRONMENT, CONSERVATION AND PARKS (MECP), AS PRESENTED IN COUNCIL REPORT RDS-2021-04.

STRATEGIC PLAN COMMENTS:

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

BACKGROUND:

In 2020, Pine Street was reconstructed between the west end of Pine Street (west of Stone Street South), and Charles Street South. K. Mulrooney Trucking Ltd. were the general contractor on that Capital project. Public Works staff performed the site inspection and contract administration throughout the project, and were pleased with the working relationship with K. Mulrooney Trucking Ltd.

The reconstruction of Pine Street was designed in two phases, with the last of the two phases being the section between Charles Street South and William Street South.

INFORMATION/DISCUSSION:

Public Works Department – Roads Division staff tendered the project on Bidding on April 15, 2021, with a closing date of May 10, 2021 at 12:00 pm. A large number of general contractors, subcontractors and suppliers showed interest in this project from the number that reviewed the contract documents, with three general contractors submitting bids. They are listed in the table below with their corresponding bid prices.

Company	Bid Price (excluding HST)
Akman Construction	\$1,315,413.14
Len Corcoran Excavating Ltd.	\$1,199,810.00
K. Mulrooney Trucking Ltd.	\$930,711.62

This Project will be funded, in addition to reserve draws, by the 2021 allocations of OCIF formula funding, in the amount of \$371,588 and the 2021 Gas Tax allocation funding of \$321,237.

APPLICABLE POLICY/LEGISLATION:

Procurement By-law No. 2015-087
2021 Water/Wastewater Operating and Capital Budget By-law No. 2020-115
2021 Operating and Capital Budget By-law No. 2021-001

FINANCIAL CONSIDERATIONS:

\$1,332,415 was approved in the 2021 Capital Budgets for this project, which will be expensed from the following accounts:

Roads - \$754,470

Sewer - \$312,285

Water - \$265,660

The balance of approximately \$385,000 will be reserved for contingency, professional services (materials testing), and change orders if required. Any unused funds will remain in their respective reserve accounts.

CONSULTATIONS:

Melanie Kirkby, Treasurer
Matthew Linton – Superintendent of Roads
Don Richards – Superintendent of Water & Wastewater
Brock Webb – Civil Technologist

ATTACHMENTS:

Draft By-law No. 2021-065

APPROVAL	<p>_____</p> <p>Paul McMunn, Manager of Public Works</p> <p>_____</p> <p>Melanie Kirkby, Treasurer 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 Municipal Act and regulations.</p> <p>_____</p> <p>Shellee Fournier, CAO</p>
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THE CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2021-065

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN AGREEMENT WITH K. MULROONEY TRUCKING LTD., FOR THE RECONSTRUCTION OF PINE STREET, FROM CHARLES STREET SOUTH TO WILLIAM STREET SOUTH, SUBJECT TO RECEIVING AN ENVIRONMENTAL COMPLIANCE APPROVAL (ECA) FROM THE MINISTRY OF THE ENVIRONMENT, CONSERVATION AND PARKS (MECP)

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 received Council Report RDS-2021-04, and concurs with the recommendation to pass a By-law authorizing the Mayor and Clerk to sign an Agreement with K. Mulrooney Trucking Ltd., for the reconstruction of Pine Street, from Charles Street South to William Street South, in the amount of \$930,711.62 (plus the Town's portion of HST), subject to receiving an Environmental Compliance Approval (ECA) from the Ministry of the Environment, Conservation and Parks (MECP);

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 an Agreement with K. Mulrooney Trucking Ltd., for the reconstruction of Pine Street, from Charles Street South to William Street South, in the amount of \$930,711.62 (plus the Town's portion of HST);
- 1.2. That this Agreement is subject to receiving an Environmental Compliance Approval (ECA) from the Ministry of the Environment, Conservation and Parks (MECP).

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 18th day of May, 2021.

Ted Lojko, Mayor

Penny Kelly

(Seal)



Council Report – FIN-2021-15

Date: May 18, 2021 **IN CAMERA**

Subject: Capital Matters Pending

Author: Melanie Kirkby, Treasurer **OPEN SESSION**

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVES THE CAPITAL MATTERS PENDING UPDATE, AS PRESENTED IN COUNCIL REPORT FIN-2021-15.

STRATEGIC PLAN COMMENTS:

Sector 3 – Financial Sustainability – Strategic Initiative #1 - Action L) Develop financial controllership policies in consultation with the Municipal Auditor.

BACKGROUND:

Staff provide Council with monthly reports on the status of approved annual Capital projects.

INFORMATION/DISCUSSION:

Senior management provides the status of each project and the Treasurer notes the expenses as of the date of the report, as per the Schedule attached to this Report.

APPLICABLE POLICY/LEGISLATION:

None.

FINANCIAL CONSIDERATIONS:

As per Capital Budget and any in year project approvals.

CONSULTATIONS:

Senior Management

ATTACHMENTS: Capital Matters Pending Spreadsheet

APPROVAL	<p>_____</p> <p>Melanie Kirkby, 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> <p>_____</p> <p>Shellee Fournier, CAO</p>
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2020 Cost	2021 Budget	2021 Ytd	Total Budget 2020 & 2021	Total Spent 2020 & 2021	Project Name	Anticipated Completion	Comments
	\$ 150,000.00	\$ 12,442.30		\$ 12,442.30	Asset Management Plan Updates	Jun-21	Staff have begun the project. The Province has issued a 1 year extension to the July 1 2021 deadline.
\$ 36,243.96	\$ 25,000	\$ 22,513.29	\$ 60,000	\$ 58,757.25	Police Tahoe	Tahoe Received 2020	Balance of 2020 loan to be paid in 2021.
	\$ 16,000	\$ 1,758.51			Use of Force Equipment		
	\$ 60,800				Parking Meters	Spring 2021	Parking Meters Ordered
	\$ 345,000	\$ 61.06	\$ 345,000	\$ 61.06	ACPM (Asphalt, Concrete, Milling and Paving)	Summer/Fall 2021	Staff to present final design drawings to Council in June for consideration. Project to be tendered in late June/early July for fall construction start.
	\$ 60,000		\$ 60,000	\$ -	Blacksnapper Bridge	Summer/Fall 2021	Jewell Engineering finalizing design, scope or work and Request for Quotation documents.
\$ 1,205,969.73	\$ 754,470	\$ 10,147.02	\$ 1,721,859	\$ 1,216,116.75	Pine St	Fall 2021	Council Report to be presented to Council on May 18th to award contract.
	\$ 30,000				Loader Plow Replacement	Summer 2021	Quotations received and are under review
\$ 92,998.28		\$ 1,414.46	\$ 89,240	\$ 94,412.74	IHC Streetlighting Project	Fall 2021	Streetlights completed on Water Street, Kate Street, and St. Lawrence Street. Market Street to be tentatively completed by end of June.
\$ 4,111.62	\$ 8,000	\$ 3,000.00	\$ 12,000	\$ 7,111.62	Sustainable Container Grants	2021	Program was carried forward to 2021 for Applications
	\$ 80,000		\$ 80,000	\$ -	Environmental Action Plan	Jun-21	Working with Queens School of Business to develop proposal/workplan.
\$ 40,118.02			\$ 224,100	\$ 40,118.02	Lagoon Upgrades	Spring 2021	Contracted awarded to Mulrooney Construction, project implementation underway.
\$ 590,663.97		\$ 1,701.76	\$ 606,125	\$ 592,365.73	Pumping Stn Upgrades SP2	Jan-21	Completed
\$ 345,572.89	\$ 250,000	\$ 2,856.56	\$ 692,135	\$ 348,429.45	Lagoon Cleaning	Fall 2021	Removal of Geotubes (Sept 2021)
	\$ 25,000	\$ 3,561.60	\$ 25,000	\$ 3,561.60	Manhole	Spring 2021	Project planning underway
	\$ 50,000	\$ 450.26	\$ 50,000	\$ 450.26	Pickup Truck	May-21	Contracted awarded to Chiasson Ford delivery expected Spring 2021
			\$ 115,000	\$ -	Lagoon Cell 1	Spring 2021	Contracted awarded to Mulrooney Construction

2020 Cost	2021 Budget	2021 Ytd	Total Budget 2020 & 2021	Total Spent 2020 & 2021	Project Name	Anticipated Completion	Comments
			\$ 115,000	\$ -	Lagoon Diversion Chamber	Spring 2021	Contracted awarded to Mulrooney Construction
			\$ 25,000	\$ -	Lagoon Road	Spring 2021	Roads Dept looking at other options for culvert replacement
\$ 807,171.25		\$ 27,055.76	\$ 727,900	\$ 834,227.01	East End Pump Stn	Mar-21	Completed
	\$ 400,000		\$ 400,000		EEPS Chemical Building / Structure	Aug-21	Project engineering currently underway.
	\$ 45,000		\$ 45,000	\$ -	EEPS Refurbishment of Pump & Motor	Sep-21	Pump #2 will be refurbished once new pump is installed
	\$ 150,000		\$ 150,000	\$ -	EEPS New Pump	Aug-21	Pump quotation received, JL Richards to review pump specs
	\$ 75,000		\$ 75,000	\$ -	Chemical Storage Tank and Fill Lines	Sep-22	Project engineering currently underway, project moved to 2022
\$ 199,034.26	\$ 312,285	\$ 305.28	\$ 733,440	\$ 199,339.54	Pine St		
	\$ 27,500	\$ 266.42	\$ 27,500	\$ 266.42	Stone St Pump Stn Fuel Tanks / Refurbish Pump & Motor	Mar-21	Completed
\$ 35,309.62	\$ 150,000	\$ 5,033.89	\$ 338,100	\$ 40,343.51	Force Main Upgrades	Feb-21	Project 95% completed, project overruns (approx 150K) from EEPS Upgrades (GL 08125) will be funded from this account as part of CWWF ineligible funding expenditures
	\$ 10,000	\$ 7,121.04	\$ 10,000	\$ 7,121.04	Purchase of Trailer	Jan-21	Project completed
\$ 31,600.69	\$ -	\$ 4,957.61	\$ 55,000	\$ 36,558.30	WTP HVAC	Mar-21	Project completed
			\$ 130,000	\$ -	WTP filters & coating	Oct-21	Project underway, filter #2 80% completed filter #1 scheduled for Sept 2021
\$ 9,870.73		\$ 485.79	\$ 160,000	\$ 10,356.52	WTP GAC & Sand filters	Oct-21	Project underway, filter #2 80% completed filter #1 scheduled for Sept 2021
\$ 16,831.82		\$ 4,935.36	\$ 25,000	\$ 21,767.18	Flush Stations	Sep-21	Dempster and Sub-Arthur flush station installations completed, Herbert scheduled for Fall 2021
	\$ 25,000		\$ 25,000	\$ -	Hydrant Replacement	Aug-21	Project planning underway
	\$ 25,000		\$ 25,000	\$ -	Corrosion Control / Lead Service Replacemer	Oct-21	Project planning underway

2020 Cost	2021 Budget	2021 Ytd	Total Budget 2020 & 2021	Total Spent 2020 & 2021	Project Name	Anticipated Completion	Comments
	\$ 50,000	\$ 20,698.14	\$ 50,000	\$ 20,698.14	WTP Electrical Upgrades	Aug-21	Project currently underway
\$ 29,104.27		\$ 2,276.37	\$ 75,000	\$ 31,380.64	Curbstop Repairs	Oct-21	Curbstop repairs/replacements will be scheduled from May to Oct 2021
	\$ 30,000	\$ 29,661.79			WTP Chlorine Analyzer	Mar-21	Project completed
	\$ 30,000	\$ 22,951.63	\$ 30,000	\$ 22,951.63	WTP Lighting	Mar-21	Project completed
	\$ 10,000	\$ -	\$ 10,000	\$ -	Engineering services High Lift Pump Review VFD installation for High Lift Pumps	Apr-21	Project currently underway
	\$ 25,000	\$ -	\$ 25,000	\$ -	Leak Detection	Sep-21	Project planning currently underway
\$ 315,715.97	\$ 265,660	\$ 305.28	\$ 675,235	\$ 316,021.25	Pine St	Sep-21	Project planning currently underway
	\$ 75,000		\$ 75,000	\$ -	Bulk Water Station	Cancelled	Project cancelled, additional funds required for Filter Remediation project
	\$ 20,000	\$ 473.18	\$ 20,000	\$ 473.18	Flush Stations	Fall 2021	Dempster and Sub-Arthur flush station installations completed, Herbert scheduled for Fall 2021
	\$ 5,000	\$ 4,024.79	\$ 5,000	\$ 4,024.79	WTP Raw Water Sample Pump	Feb-21	Project completed
	\$ 10,000		\$ 10,000	\$ -	Low Lift Pump 2	Mar-21	Project completed
	\$ 35,000		\$ 35,000	\$ -	Low Lift Pump 3	Jun-21	Project currently underway
	\$ 30,000		\$ 30,000	\$ -	High Lift Pump 2	Oct-21	Project scheduled for Oct/Nov 2021
	\$ 25,000		\$ 25,000	\$ -	Backflow Devices	Cancelled	Project cancelled, additional funds required for Filter Remediation project - Backflow installation completed using operational budget funds

2020 Cost	2021 Budget	2021 Ytd	Total Budget 2020 & 2021	Total Spent 2020 & 2021	Project Name	Anticipated Completion	Comments
	\$ 20,000		\$ 20,000	\$ -	WTP Discharge Surge Relief	Jun-21	Project currently underway
	\$ 27,000		\$ 27,000	\$ -	Playground surface upgrade	Summer 2021	Grant program closed Feb 28/2021. Awaiting results.
\$ 25,587.98	\$ 550,000	\$ 3,328.06	\$ 566,305	\$ 28,916.04	Town Park Revitalization	Spring/Summer 2021	Final design approved. Staff finalizing tenders.
	\$ 3,000		\$ 3,000	\$ -	Joel Stone Park Band Shell Structural Engineering	Late April/Early May	To be done when band shell installed (Joel Stone Park)
	\$ 10,000		\$ 10,000	\$ -	Arena Backflow	Aug-21	To be done when ice out
\$ 1,575.00	\$ 5,000		\$ 10,000	\$ 1,575.00	Arena Rubber Matting	Aug-21	To be done when ice out
	\$ 10,000		\$ 10,000	\$ -	Pre Entry Room Arena	Aug-21	To be done when ice out
	\$ 20,000		\$ 20,000	\$ -	Arena Mechanical	Aug-21	To be done when ice out
	\$ 8,000		\$ 8,000	\$ -	Mower	Apr-21	Finalizing pricing.
\$ 776,143.00		\$ 39,382.81	\$ -	\$ 815,525.81	Gord Brown Memorial Rink	Aug-21	Phase 1 in progress, completion date unknown. Phase 2 started.
	\$ 40,000		\$ 40,000	\$ -	Trees	Fall 2021	Trees to be delivered the week of May 17. Planting to commence May 17 - May 28.
\$ 111,299.33	\$ 371,530	\$ 304.26	\$ 392,442	\$ 111,603.59	Sports Courts	May-21	In Progress
	\$ 10,000		\$ 10,000	\$ -	Skatepark Repairs	Summer 2021	Specialized repair. Consulting with company who installed.
	\$ 5,000		\$ 5,000	\$ -	400 Stone St N AC	Jun-21	Finalizing pricing.
	\$ 40,000		\$ 40,000	\$ -	Building Assessment	Aug-21	Company contracted. Assessments to begin late April. In Progress - 2 of 9 completed.
	\$ 20,000		\$ 20,000	\$ -	Arena Sound System	Aug-21	To be done when ice out
	\$ 12,000		\$ 12,000	\$ -	Marina Back Flow	May-21	Completed
	\$ 6,500		\$ 6,500	\$ -	Marina Hydro Pole	Fall 2021	Completed - Awaiting invoicing
	\$ 109,730		\$ 109,730		Marina Custom Dock Repairs	01-May-21	Contracted. To be installed by May 1, 2021 - 90% completed.
	\$ 11,300	\$ -	\$ 11,300	\$ -	Transformer near Marina Pump Out	Fall 2021	Request for quotes in progress
	\$ 26,400	\$ 5,731.29	\$ 26,400	\$ 5,731.29	Marina Showers	01-May-21	In-progress

2020 Cost	2021 Budget	2021 Ytd	Total Budget 2020 & 2021	Total Spent 2020 & 2021	Project Name	Anticipated Completion	Comments
	\$ 7,000		\$ 7,000	\$ -	Marina Dock Plumbing Repairs	01-May-21	Completed.
	\$ 7,275		\$ 7,275	\$ -	VC Digital Screens	01-May-21	Ordered. Awaiting product to arrive. Advertising opportunity sent to area businesses.
\$ 4,247.21	\$ 42,000	\$ 2,227.02	\$ 46,603.00	\$ 6,474.23	Official Plan	26-Jun-22	Consultant to attend Council in June
\$ 25,906.83		\$ 1,132.84	\$ 35,000.00	\$ 27,039.67	Development Charges Byaw		Bylaw to come back to Council
	\$ 40,000	\$ 2,767.87	\$ 40,000.00	\$ 2,767.87	Holiday Lighting	Fall 2021	Not initiated
	\$ 10,000	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	Gan a Rock Way		Deputy Mayor / working group have been planning and will work with Chamber of Commerce & BIA
	\$ 40,000		\$ 40,000.00	\$ -	110 Kate St Repointing	Fall 2021	Not initiated



G NANOQUE
Council Report – FIN-2021-16

Date: May 18, 2021

IN CAMERA

Subject: Reserve Schedule

Author: Melanie Kirkby, Treasurer

OPEN SESSION

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVES THE 2020 RESERVE SCHEDULE, AS PRESENTED IN COUNCIL REPORT FIN -2021-16.

STRATEGIC PLAN COMMENTS:

Sector 1 – Economic Prosperity – Strategic Initiative #1 – Ensure that Gananoque is and remains an affordable place to do business and raise a family.

BACKGROUND:

Reserves are funds, which are contributed annually through the operating budget, sourced from user fees and tax levy, to be saved generally for future capital requirements.

INFORMATION/DISCUSSION:

Building reserves to optimal levels is a critical component of financial sustainability and asset management. Adequate reserve balances can also be used to minimize tax rate and levy fluctuations in the event of a major unforeseen expense or loss of revenue.

Capital Reserves are used as a savings account to be drawn on for Capital projects and purchases. Annual contributions should be at a level which will adequately fund the Town of Gananoque Asset Management Plan.

Attached is the schedule of actual unaudited 2020 Reserves balances and Budgeted 2021 provisions to and draws from Reserves.

In 2020, due to the Covid 19 pandemic, the Casino was closed most of the year, or open with reduced occupancy. Slot revenues in the amount of \$258,786 were transferred to reserves, including \$219,968 to the Casino Capital reserve. This figure is \$1,000,000 less than in 2019. In 2020, \$1,097,612 was expensed for capital projects from the Casino Capital reserve. The year end balance in the Casino Capital reserve was at an all time low of \$246,996.

Funds from supplementary tax bills, pils (payments in lieu of taxes) and unused budget for tax write offs totalling \$229,300 were transferred to the tax stabilization reserve in anticipation of the outcome of the Casino assessment appeal. This appeal is scheduled to be heard in October 2021, with a decision rendered in early 2022. This reserve holds \$718,248, which is equivalent to three (3) years of Gananoque share of the Casino taxes.

Staff are optimistic that this will be sufficient to fund the tax rebate without affecting the tax levy.

A budgeted contribution of \$587,311 from the tax levy was transferred to the Town capital reserve. The Town's annual contribution from the tax levy to repay the Gananoque Boat Line dock internal loan of \$129,000 was also made to the Town Capital Reserve. Capital projects totalling \$127,709 were drawn from this reserve.

The Fire Department transferred \$306,296 to the Fire Capital Reserve to repay the overdrawn reserve. The reserve is now in a negative position of \$23,580. The budget for 2021 transfer to the Fire Reserve is \$225,946, at which time the reserve will be again in a positive position, with a projected balance of \$202,366.

Allotments of \$12,939 from the Casino funds were distributed to the Community Grants Program and the Economic Development Reserve. The Contingency Reserve received \$74,999 from the Casino. In 2020, Contingency reserve funds of \$180,7774 were used to replace the leaking roof at the emergency services building.

The Police department drew \$36,244 toward a vehicle purchases. As budgeted, \$57,000 was transferred to the reserve from the Police Levy. Due to the Covid funding from the Province, the Police budget was balanced. The reserve is now in a negative position of \$176,040. The 2021 budget for transfer to the Police reserve is \$118,000 and the 2021 capital budget is \$41,000. The projected balance for 2021 year end is negative \$99,040. Any operating surplus from 2021 will also be transferred to the reserve.

In 2020, the Marina contributed \$189,148 to reserves to fund capital projects. These funds are raised through the Marina user fees. In 2020, Marina capital projects totalled \$169,068 and the reserve is in a positive position, \$23,005, for the second year. The 2021 budget for contribution to reserve for the Marina is \$181,023 and for capital draws of \$172,930. The ability to meet the contribution target is impacted by the Pandemic. If the Marina season is reduced, revenues will be impacted.

The 2020 contribution to the election reserve was \$7,730. The plan is to have sufficient funds to pay for the 2022 election with the 2021 contribution of \$7,730.

Water and Wastewater reserves are user fees which are earmarked to fund future infrastructure projects. The annual transfer to reserve is funded by the capital fees billed to the users. In 2020, Council adopted a 5-year operating and capital financial plan which was part of the Municipal water system license renewal application for the Province.

In 2020, the contribution to the Water reserve was \$584,703 and to the Wastewater reserve \$1,754,144. Capital projects drew \$1,004,219 and \$1,893,397 respectively. This results in a net draw from reserves of \$558,769.

The 2021 capital budget includes draws from the water reserve of \$710,660 and wastewater reserve of \$1,464,785, with transfers of \$870,515 and \$1,426,010 respectively. This nets to a contribution of \$121,080 for 2021. As Water systems are to be self funding, it is not sustainable to draw down the reserves each year.

In 2017, a reserve was opened for capital replacement costs for the former Kinsmen Hall building located at 400 Stone St. North. This is funded through contributions from the 1000 Islands Daycare. The 2020 transfer was \$6,533.

In 2020, a new reserve was established for the MAT (Municipal Accommodation Tax) After expenses and the transfer to TIAP (Thousand Island Accommodation Partners) the remaining funds of \$21,537 were placed in the MAT Reserve.

In 2020, a new reserve was established for the Nalon Road sidewalk deposit of \$40,000, as per Council's agreement to take payment in lieu of sidewalk construction.

Year end surpluses for the BIA and Library Board are also transferred to the respective reserves. In 2020 the BIA reserve received \$7,224 and the Library \$15,772. Similarly, year end deficits would be funded from these reserves.

As the Town was very fortunate to receive Covid Safe Restart Funding from the Province, the impact to the Town's reserves, with the exception of the Casino capital reserve, have not been seriously impacted by the Pandemic.

APPLICABLE POLICY/LEGISLATION:

Reserve Policy By-law No. 2016-06
Annual Budget By-law

FINANCIAL CONSIDERATIONS:

As described

CONSULTATIONS:

Senior Management Team

ATTACHMENTS:

Town of Gananoque Reserve Schedule

APPROVAL	<p>_____</p> <p>Melanie Kirkby, 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> <p>_____</p> <p>Shellee Fournier, CAO</p>
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RESERVES AND RESERVE FUNDS

2019 Year End	2020 Provisions To Reserves	2020 Transfer From Reserves	2020 Year End	2021 Budget Provisions To Reserves	2021 Budget Transfer From Reserves	2021 Projected Year End
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RESERVE FUNDS - discretionary

1-3-00034-3414	Trees and Trails	\$ 2,480			\$ 2,480		\$ 2,480
1-3-00034-3421	BIA	\$ 6,101	\$ 7,224		\$ 13,325		\$ 13,325
1-3-00034-3461	Parking Development	\$ 81,594	\$ 1,056		\$ 82,650	\$ 60,800	\$ 21,850
1-3-00034-3481	Wastewater	\$ 5,375,677	\$ 1,754,144	\$ 1,893,397	\$ 5,236,424	\$ 1,426,010	\$ 1,464,785
1-3-00034-3483	Water	\$ 1,111,117	\$ 584,703	\$ 1,004,219	\$ 691,600	\$ 870,515	\$ 710,660
1-3-00034-3487	Library	\$ 28,226	\$ 15,772		\$ 43,998		\$ 43,998
		\$ -			\$ -		\$ -
	SUBTOTAL	\$ 6,605,195	\$ 2,362,900	\$ 2,897,616	\$ 6,070,479	\$ 2,296,525	\$ 2,236,245

RESERVES

1-3-00035-3501	400 Stone St N	\$ 16,232	\$ 6,533		\$ 22,765	\$ 5,781	\$ 28,546
1-3-00035-3505	MAT		\$ 21,537		\$ 21,537		\$ -
1-3-00035-3506	Visitor Centre	\$ 29,567			\$ 29,567	\$ 7,275	\$ 22,292
1-3-00035-3507	Susan Push Engine	\$ 12,963			\$ 12,963		\$ 12,963
1-3-00035-3508	Playhouse Insurance Deductible	\$ 14,000	\$ 2,000		\$ 16,000	\$ 10,000	\$ 26,000
1-3-00035-3510	Working Capital	\$ 647,809			\$ 647,809		\$ 647,809
1-3-00035-3553	Fire Capital Reserve	-\$ 329,876	\$ 306,296		-\$ 23,580	\$ 225,946	\$ -
1-3-00035-3571	Casino Capital Infrastructure	\$ 1,124,640	\$ 219,968	\$ 1,097,612	\$ 246,996	\$ 510,000	\$ 735,675
1-3-00035-3574	Casino Community Grants	\$ 96,649	\$ 12,939		\$ 109,588	\$ 30,000	\$ 48,000
1-3-00035-3575	Casino Economic Development	\$ 319,431	\$ 12,939		\$ 332,370	\$ 30,000	\$ 120,573
1-3-00035-3576	Casino Contingency	\$ 266,693	\$ 74,999	\$ 180,774	\$ 160,918	\$ 30,000	\$ 190,918
1-3-00035-3577	Gord Brown Rink	\$ 427,745		\$ 492,357	-\$ 64,612		-\$ 64,612
1-3-00035-3581	Town funded Capital Purchases	\$ 4,974,342	\$ 1,066,111	\$ 127,709	\$ 5,912,744	\$ 827,179	\$ 830,378
1-3-00035-3582	Police Contingency and Capital	-\$ 196,796	\$ 57,000	\$ 36,244	-\$ 176,040	\$ 118,000	\$ 41,000
1-3-00035-3583	Nalon Rd Sidewalk		\$ 40,000		\$ 40,000		\$ 40,000
b 1-3-00035-3584	Marina - Capital	\$ 2,926	\$ 189,148	\$ 169,068	\$ 23,005	\$ 181,023	\$ 172,930
1-3-00035-3585	Election	\$ 7,150	\$ 7,730		\$ 14,880	\$ 7,730	\$ 22,610
1-3-00035-3587	Trails	\$ 18,531			\$ 18,531		\$ 18,531
1-3-00035-3588	Reserve for Unspent Budget Items	\$ 22,795			\$ 22,795		\$ 22,795
1-3-00035-3589	Mitigation Reserve	\$ 488,948	\$ 229,300		\$ 718,248		\$ 718,248
1-3-00035-3590	Winter Control Reserve	\$ 142,400	\$ 100,000		\$ 242,400		\$ 242,400
1-3-00035-3591	Arena Capital Reserve	\$ 58,053	\$ 108,534	\$ 1,575	\$ 165,012	\$ 89,814	\$ 105,000
		\$ -			\$ -		\$ -
	SUBTOTAL	\$ 8,144,201	\$ 2,455,035	\$ 2,105,340	\$ 8,493,897	\$ 2,065,473	\$ 2,060,831

TOTAL

\$ -				\$ -			\$ -
\$ 14,908,817	\$ 4,833,482	\$ 5,002,956	\$ 14,739,344	\$ 4,361,998	\$ 4,469,076	\$ 14,610,729	

RESERVE FUNDS - obligatory (deferred revenue)

1-3-00034-3486	Parkland Reserve Fund	\$ 159,421	\$ 15,547		\$ 174,969	\$ -	\$ 172,000
							\$ 2,969



Council Report – CS-2020-25

Date: May 18, 2021 **IN CAMERA**

Subject: Jays Care Foundation Funding Agreement – Town Park Ball Diamond Refurbishment

Author: Doug Wark, Manager of Community Services **OPEN SESSION**

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW 2021-066, BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN AGREEMENT WITH THE JAYS CARE FOUNDATION FOR \$100,000 IN FUNDING FOR THE REFURBISHMENT OF THE TOWN PARK BALL DIAMOND,

AND FURTHER, AUTHORIZES STAFF TO PROCEED WITH OPTION 2 AND APPROVE A BUDGET ALLOCATION FROM RESERVES IN THE AMOUNT OF \$50,000 (EXCLUDING HST) TOWARDS THE REDEVELOPMENT OF THE TOWN PARK BALL DIAMOND, AS PRESENTED IN COUNCIL REPORT CS-2021-25.

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.

Sector #4 – Sports and Recreation – Strategic Initiative #1 - Implement actions of the Joint Recreation Master Plan

Sector #6 – Governance – Strategic Initiative #4 – Town council will ensure openness and transparency in its operations.

BACKGROUND:

In January 2021, the Town of Gananoque applied to the Jays Care Foundation Field of Dreams Grant for the redevelopment of the ball diamond behind Town Hall at 30 King St. East. On April 27th, the Town was notified by the Foundation that Gananoque was one of 11 communities approved for the grant.

The Jays Care Foundation is the charitable arm of the Toronto Blue Jays and uses baseball as a tool to teach life skills and create lasting social change for over 35,000 children and youth across Canada. The Foundation is proud to have invested over \$13 million dollars through Field of Dreams to support the building or refurbishment of more than 120 diamonds and recreation spaces across the country.

INFORMATION/DISCUSSION:

The Town of Gananoque has been approved for \$100,000 from the Foundation to go towards the refurbishment of the baseball diamond located behind Town Hall. The vision is to rebuild the ballfield to make it suitable for little league baseball (12 years and under), school age youth programs, and for physical education programs from the local elementary and high schools. The focus of the development will be to replace the backstop fencing, construct new drainage, infield gravel mix, outfield restoration, new fenced in dugouts and benches, protective netting and new foul poles.

Over the years, the diamond has not been fully utilized, and has fallen into despair. With the loss of the Arlene Cartwright ballfield there is no longer a suitable field in Town for youth baseball or softball slow pitch. This redevelopment will be important for the community to provide a quality and safe ball field for Gananoque and area residents to enjoy. Staff have followed up with local baseball interest groups and confirmed there is excitement in reviving the ballfield and running leagues, tournaments, school programs and possible camps.

To comply with the Jays Care Foundation Agreement, the development project is required to schedule planning and construction from May 15, 2021 and to be completed by August 31, 2021. The approved application was based on the total cost of the project listed at \$260,000 of which the Town requested \$150,000 from the Foundation leaving a contribution of \$110,000 to be contributed by the Town of Gananoque. The 2021 Capital Budget project request of \$100,000 toward this project was not approved by Council. Therefore, the recommended spending would be required to come from the Town reserve fund.

Staff's recommendation is to scale the project down to a total spend of \$150,000 of which we accept the \$100,000 funding from the Jays Foundation and contribute the remaining \$50,000 from the Town reserve fund. Through consultation with the Jays Foundation and a project manager, staff will re-assess the main areas of development and eliminate unnecessary components of the construction scope of work. Staff will issue a Tender to seek bids on the project.

To move ahead on the project, staff present three (3) options for Council's consideration as described below. Staff recommend Option 2.

Option 1: Proceed with the project as presented in the funding application for a total project value of \$260,000. The Town of Gananoque would enter into an agreement with the Jays Care Foundation for \$100,000 and allocate a total of \$160,000 from reserves.

Option 2: Re-scope the project development plan and proceed with a total project value of \$150,000. The Town of Gananoque would enter into an agreement with the Jays Care Foundation for \$100,000 and allocate a total of \$50,000 from reserves.

Option 3: Decline the opportunity and turn down the funding of the grant.

APPLICABLE POLICY/LEGISLATION:
Procurement Policy By-law No. 2015-087

FINANCIAL CONSIDERATIONS:
The difference to be funded from general reserves.

CONSULTATIONS:
Robert Kennedy, Superintendent of Parks and Facilities
Fraser Hambleton, Kingston/Gananoque Baseball League

ATTACHMENTS:
Jays Care Foundation Application as submitted by the Town dated January 29th, 2021.
Jays Care Foundation Letter of Agreement
Draft By-law No. 2021-066

APPROVAL	<hr/> <p>Doug Wark, Manager of Community Services</p> <hr/> <p>Melanie Kirkby, Treasurer 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> <hr/> <p>Shellee Fournier, CAO</p>
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April 27, 2021

Town of Gananoque
C/O Doug Wark
30 King St. E
Gananoque, ON, K7G 1E9

Dear Doug,

Congratulations! On behalf of Jays Care Foundation, I am delighted to inform you that the **Town of Gananoque** has been awarded a Field Of Dreams Grant in the amount of **\$100,000**. Your application was very well received by our Grants Committee and approved by our Board of Directors at our most recent board meeting.

Jays Care Foundation, the charitable arm of the Toronto Blue Jays, uses baseball as a tool to teach life skills and create lasting social change for over 35,000 children and youth across Canada. Jays Care proudly works in all ten provinces and two territories running community programs to level the playing field for Canadian kids facing barriers. We are proud to have also invested over \$13 million through Field Of Dreams to support the building or refurbishment of more than 120 diamonds and recreation spaces across the country.

In order to complete the process, please have an officer of your organization execute two copies of this Letter of Agreement (return one to Jays Care and keep the other for your records), thereby acknowledging and agreeing to the following:

- The Grant issued by Jays Care Foundation will be used for the following approved project:
Redevelopment of Town Park Baseball Field, including the cost of fencing, infield mix, drainage, outfield restoration, benches and foul poles
- **Town of Gananoque** will execute the marketing and communication strategies outlined in the partnership proposal titled – **Town of Gananoque – Partnership Proposal**, a complete copy of which is attached hereto as Schedule “A.” Jays Care Foundation reserves the right to make amendments to the proposal in its sole discretion;
- No portion of the Grant will inure to the benefit of an individual;
- No portion of the Grant will be used to influence legislation or for any political campaign of any political office;
- No change of the Grant in purpose, operation, or nature has taken place in the Grantee’s organization since the date of its Grant proposal;
- Prior to funds being disbursed, the Grantee will submit updated quotations for the material/product/labour that Jays Care funds will be used for;
- In carrying out the objects of the Grant on behalf of Jays Care Foundation, the Grantee will maintain the funds raised and disbursed to it by Jays Care Foundation separate from its own funds;
- The Grantee will complete and deliver to Jays Care Foundation: Bi-Monthly Progress Reports commencing 60 days after execution of the Grant; a Mid-Project Report; and a 90 Day Post Grant Report within 90 days following the completion of the approved project;



- Funding will be disbursed in two equal installments, as determined by Jays Care Foundation in its sole control and discretion:
 - The first installment will be issued upon receiving the signed Letter of Agreement, updated quotes and a detailed field maintenance plan, including:
 - Who will maintain the field?
 - What is the annual field maintenance plan's budget?
 - Details on how maintenance will be executed: weekly maintenance checklist;
 - The balance will be issued upon completion of the Mid-Project Report, based on project timelines and a budget to actual report
 - In the event the project is completed under budget, any remaining funding is to be put toward approved field maintenance work
- The approved project is expected to be carried out from **May 15, 2021 to August 31, 2021**
- The Grantee hereby grants permission to Jays Care Foundation to publish in whole or in part the Post Grant Update Report;
- The Grantee hereby grants Jays Care Foundation and the Toronto Blue Jays the right to use the Grantee's marks in promoting the project;
- Jays Care Foundation retains the right to conduct an audit of this Grant and the usage of Grant funds. Upon reasonable notice provided to the Grantee, the Grantee will participate in any such evaluations or audits and make the Grantee's records, books, supporting documentation and reports available to Jays Care Foundation personnel or consultants;
- The Grantee hereby agrees to indemnify and save Jays Care Foundation, its officers, directors, employees and agents harmless from and against any and all costs, claims, demands, expenses, actions, causes of action, and for any liability for damages to property and injury to persons (including death) howsoever caused, arising out of or in any way related to the Grant or the Grantee. Jays Care Foundation holds this indemnity in trust for parties who are no parties to this Letter of Agreement;
- Jays Care Foundation shall have the right to terminate the Grant and this Letter of Agreement with immediate effects upon written notice to the Grantee:
 - If the Grantee violates any of the provisions of this Letter of Agreement;
 - Upon the occurrence of any event or circumstance involving the Grantee or its personnel which Jays Care Foundation reasonably believes may:
 - Impact upon the usage of the Grant funds for their intended purpose;
 - Place in jeopardy the availability of the Grant funds for their intended purpose; or
 - Bring disrepute to or lead to unfavourable publicity for Jays Care Foundation; or
 - In the event that Jays Care Foundation becomes aware of a previously undisclosed circumstance or event of the nature described in the immediately preceding clause;
- If the Grant and this Letter of Agreement are terminated:
 - Jays Care Foundation shall withhold any further payments of Grant funds;
 - The Grantee shall repay forthwith any unspent portion of the Grant funds to Jays Care Foundation; and



- The Grantee shall repay forthwith any portion of the Grant funds that the Grantee has spent, if the opinion of Jays Care Foundation, such Grant funds have not been spent in accordance with this Letter of Agreement;
- The Grantee hereby releases Jays Care Foundation, its officers, directors, employees and agents from any and all claims, demands, actions and causes of action arising out or in any way related to the termination of the Grant or this Letter of Agreement. Jays Care Foundation holds this release in trust for parties who are not parties to this Letter of Agreement;
- The Grantee shall not make any public disclosure of the terms of this Letter of Agreement or with respect to its dealings with Jays Care Foundation hereunder without the prior written consent of Jays Care Foundation;
- The Grantee's audit, reporting, indemnification and confidentiality obligations, the Grantee's obligations to return any of the Grant funds in accordance with the terms hereof, as well as the release by the Grantee in connection therewith, shall survive the expiration or the termination of this Letter of Agreement or the Grant.

We wish you continued success in your efforts to positively impact the lives of children and youth and it is a pleasure to be among your current supporters. Should you have any further questions, or concerns please contact Shari Ralph-Topolie, (416) 341-1246.

Kindest regards,

A handwritten signature in blue ink that reads "RWitchel".

Robert Witchel
Executive Director
Jays Care Foundation

Dated as of the **27th** day of **April, 2021**



Robert Witchel, Executive Director

Name & Title (please print)

Jays Care Foundation

Name & Title (please print)

Town of Gananoque

A handwritten signature in blue ink that reads "RWitchel".

Signature

Jays Care Foundation

Signature

Town of Gananoque

Shari Ralph-Topolie, Sr. Manager, Operations

Name & Title (please print)

Jays Care Foundation

Name & Title (please print)

Town of Gananoque

A handwritten signature in black ink that reads "Shari Ralph-Topolie".

Signature

Jays Care Foundation

Signature

Town of Gananoque



Schedule "A"

Town of Gananoque – PARTNERSHIP PROPOSAL

This project is very exciting for Jays Care Foundation; we look forward to both promoting the partnership between our organizations and sharing your story with our supporters to demonstrate the positive impact you are making in the communities you serve. We would like to provide you with a platform to share your success with our network. Below are the points discussed and agreed to in respect to recognition of our partnership. *

Jays Care Foundation Marks:

- Jays Care Foundation hereby grants the Grantee the right to use Jays Care Foundation's marks for the purposes set out in this Schedule "A", in accordance with Jays Care Foundation's trademark licensing and usage guidelines, copies of which will be provided to the Grantee (see Schedule "B")

Relevant Newsletters, Written Publications & Digital Media:

- Jays Care logo and/or social media handle(s) and tags are to be included in any:
 - Newsletter/major publications related to the agreed upon project
 - Media/Press Releases/materials related to the agreed upon project
 - Social media posts, subject to collaboration and approval from both parties

On-Site Recognition:

- Jays Care Foundation, in collaboration with the Grantee, will design, produce and install permanent signage displaying the Jays Care logo and/or a Jays Care partner's logo and/or the Toronto Blue Jays logo and/or the Grantee's marks, at no cost to the Grantee. Signage may be placed on the **dugouts, backstop, fencing and/or light posts** (see Schedule "B" for reference) of a diamond or other mutually agreed upon location for other types of project upon completion.
- Grantee is responsible for maintenance
 - Grantee shall use commercially reasonable efforts to maintain the project site in substantially the same condition as it was in at the time of completion of the project, subject to reasonable wear and tear commensurate with the nature and duration of use of the project
 - In the event that the Grantee (i) proposes to or is otherwise required to: (i) sell the project site, (ii) redevelop the project site, the Grantee shall forthwith provide written notice of such circumstance to Jays Care Foundation immediately following the time at which Grantee becomes aware of same

Proportionate Recognition:



- Where another funder providing less funding to your organization requires more recognition than required here for Jays Care, your organization's recognition of Jays Care will be equal to or greater than that same funder that requires more recognition.

Special Events:

- Opening Ceremony (upon completion):
 - Jays Care Foundation involvement with any opening ceremony or similar events celebrating the completion of the project, including approvals of all relevant published materials (see above) and media outreach
 - Speaking opportunity at ceremony
 - Opportunity to host Baseball Clinic immediately following ceremony (preference to be given to nearest organization implementing Jays Care programming such as Rookie League, Girls At Bat or Challenger Baseball)
- Participation in any additional opportunities that may have been described in the full proposal application approved by Jays Care and submitted by the Grantee.

***Please note:** All recognition pieces must be approved by Jays Care Foundation's Finance Committee



Schedule "B"

Jays Care Foundation Brand Usage Guidelines

Field Of Dreams and Jays Care Foundation Brand Guidelines:

Congratulations again on receiving a Field Of Dreams award! We realize you may wish to share this exciting news with your community and talk about the project with local news outlets. Before mentioning Jays Care or the Field Of Dreams program, please consider the following:

- When mentioning our *Field Of Dreams* program, kindly note that "Of" is always stylized with an uppercase "O"
- Any mention of *Jays Care Foundation* - or *Jays Care* – will never have an apostrophe in the word "Jays"
- We are always happy to provide you with the correct logo files to help brand your project! If there is ever an issue with the logo we have provided, please let us know and we'll send you a different version.

We kindly ask that our marks are never manipulated

- *Jays Care's* primary logo is available in a primary and knockout version:



- As the charitable arm of the *Toronto Blue Jays*, we are thrilled to have the support of the entire organization behind your project! When including our logo on any signage, please ensure that there is no competing logo of another Major League Baseball team.
- To seek approval for using the Blue Jays logo on your diamond, please send a formal request to FieldOfDreams@bluejays.com. Please note that the logo can only be used on turf, or light banner signage.
- Ahead of your *Field Of Dreams* opening we will send you a link to a project-specific media kit that will include assets to help promote your event

Jays Care Foundation Social Media Information:

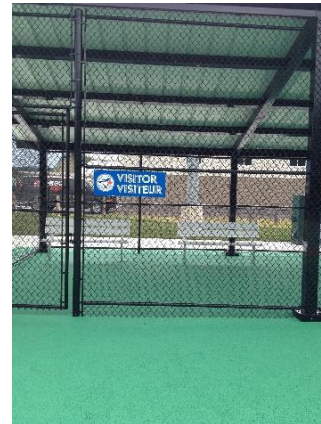
We can't wait to see your *Field Of Dreams* projects, and share them with Blue Jays fans across the country! While we can't guarantee that each post will appear on our social media channels, we have listed a few kind reminders for any *Field Of Dreams* content:

- *Jays Care's* accounts can be tagged @JaysCare on Facebook, Instagram or Twitter
- Our #UnstoppableKids hashtag is the best way to share posts on all social media platforms
- If you ever have a question before posting *Field Of Dreams* content, you can reach out to us and we'll be happy to help: FieldOfDreams@bluejays.com



On-Site Recognition Reference Photos

Dugouts



Backstop





Fencing



Light Posts





Full Proposal Application – Field Of Dreams Grant

Congratulations on reaching the second stage in the Jays Care Foundation Field Of Dreams granting process! Your organization’s proposal was well received by our Grants Committee and we are now requesting more detailed information to help us in our decision-making process. In order to be considered for a grant, you are required to complete ALL of the questions in this application and submit ALL required attachments. Incomplete applications dramatically reduce your chances of receiving funding.

Please ensure that your completed application is submitted to fieldofdreams@bluejays.com by **5pm EST on January 29th, 2021**. Please put “2021 Field Of Dreams Application” in the subject line of your email.

KEY ORGANIZATIONAL INFORMATION			
Organization Name and Mailing Address:	Lead: Town of Gananoque, 30 King St E, Gananoque, ON, K7G 1E9 Partner: Gananoque and TLTI Baseball Club		
Organization Website:	www.gananoque.ca https://www.facebook.com/GanTLTIbaseball		
Not for Profit/Registered Charity Number:	Town of Gananoque – Incorporated Municipality in Ontario		
Project Name/Title:	Redevelopment of Town Park Baseball Field		
Please provide the full address of the project’s location:	30 King St E, Gananoque, ON, K7G 1E9		
Organization contact #1 Name and title:	Kari Lambe Manager of Community Services, Town of Gananoque	Contact #2 Name and title:	Fraser Hambleton Executive Member, Gananoque and TLTI Baseball Club
Email Address:	recmanager@gananoque.ca	Email Address:	Gsales236@gmail.com



KEY APPLICATION DETAILS	
<p>Detailed description of the project:</p>	<p>There is no suitable field in Gananoque for youth baseball. The program offered through Gananoque & TLTI Baseball Club is mainly played in TLTI, a rural community 15 minutes from Gananoque (no public transportation available). The Gananoque & TLTI Baseball Club is also a feeder club for the Kingston Baseball Association.</p> <p>The baseball field in Gananoque is only used for unorganized play as it requires refurbishment to be returned to a state for program play. It is not accessible, has no infield and no dugouts.</p> <p>Should the field be refurbished it would allow for inclusive use for youth up 12 years of age. It is anticipated that if the field was refurbished more youth would have access to baseball as it is in a central location within walking distance for the entire community. Programming would be offered throughout the spring/summer/fall on weeknights for tee ball, coach pitch, machine pitch and player pitch programs. Additionally, the local club would have an opportunity to host weekend programs, events, tournaments, etc.</p> <p>The following is a summary of repairs/work required:</p> <ul style="list-style-type: none"> - Replace backstop - Install dugouts - Repair/replace chainlink fencing - Install a infield with a finished top dress of Washington Clay Infield Mix (currently full grass infield with no baselines) - Correct drainage - Install netting and foul poles - Install access points that are fully accessible <p>Overall these improvements will provide a safe community ball field for Gananoque residents and visitor.</p>
<p>List each of the items you are requesting from JCF and demonstrate the need for each item: <i>Ex. covered dug-outs – sun protection & safety</i></p>	<p>Backstop- old chain link backstop is stretched and rusting, balls can get under it, it overhangs the field of play. Remove and replace with new chain-link that does not impede the field of play but provides safety for foul balls.</p> <p>Perimeter Fencing including accessible access points (gates) (chain link stretched, rusting, unsafe – replace with like but new material, ensure all gated access points are accessible. Install safety tubing on top of fencing (where tubing exists is dried out and brittle).</p> <p>Dugouts including players benches and accessible access points - currently no dug-outs, players are exposed to the field of play – proper chain link required for safety, wooden benches are rotting, install concrete surface in dugout.</p>



	Creation of an infield (currently full grass area, no baselines, no pitchers area, no home plate) - scalp, install proper subsurface drainage, granular, geotextile, install Washington Clay Infield Mix)
	Outfield – install subsurface drainage and repair and or replace (where needed) turf – to provide proper drainage in outfield to avoid pooling of water and thus damage to turf which can lead to uneven terrain and eventually injury.
	Foul Poles – currently no foul poles, install right and left foul poles for game play purposes
	Netting – right field fence line and out of play fence adjacent to roadway. For safety install netting.

PROJECT DETAILS	
Who owns the land?	Town of Gananoque
Have you received all the necessary permits to build the new project? If not, please explain. <i>Ex. City permit, Band Resolution, etc.</i>	No. As the property is owned by the Town, permits are issued internally. No band resolution required. It is an existing old (unusable) diamond that we would like to return to playing condition.
Communities currently served:	Town of Gananoque, Township of Leeds and the Thousand Islands (TLTI)
Location and accessibility: Please describe the surrounding area. <i>Ex. Is the site accessible by public transit, walking, biking or car?</i>	The diamond is located in the downtown area, within Town Park and adjacent to Town Hall. Town Park includes the following amenities: Bandshell, Cenotaph, open green space for leisure enjoyment and events, playground, public washrooms, and picnic tables and benches. There are walking paths throughout the park connecting to the surrounding community. There is Parking onsite plus street parking available. The Public Library and Visitor Centre (additional washrooms located at the Visitor Centre, which is owned and operated by the Town) is located next to the park. There are bike racks available and a bike repair station is available at the Visitor Centre. It is walkable from all areas in the community. A public elementary school and catholic elementary school area within three blocks of the park. The High School is four blocks from the park. Due to the size of the community, there is no public transit in Gananoque. Town Park is undergoing a refurbishment in 2021/2022 that will include upgrades to the playground surface and structures, pathways, etc. All features will meet AODA (accessibility requirements) and exceed where possible.
Will the space be accessible for people with disabilities? Please explain.	Yes. The facility will meet AODA requirements for surface material, width of the access points, the dugout, etc.



Will the space be compliant with Provincial Accessibility Standards? Please explain.	Yes. The facility will meet all legislated AODA requirements.
Issues/needs addressed by the project: Please explain. <i>Ex. safety concern, lack of space/programming, need to serve a particular population</i>	Over the years, the facility has not be utilized and fallen into disrepair. There is a local interest in reviving it to ensure that there is a ball field in Gananoque for local children to use. At this time local children travel to either Kingston or TLTI (outside our Town) to play. The facility will provide an opportunity for the Gananoque & TLTI Ball Club to revitalize their program for young children in hopes of attracting more children to the sport and getting more children active. Some families cannot afford to travel outside the community for recreation programming. This project will enable those families to participate. Schools in Gananoque do not have baseball facilities. The Town Park Ball Field will be utilized by schools for school programs and extracurricular activities. Gananoque is a summer hot spot. The ball field will provide opportunities for summer camps to include baseball programming in their curriculum.

Time required to complete project (in months):	3.5 months
Anticipated start date: DD/MM/YYYY	15/05/2021
Anticipated end date: DD/MM/YYYY	31/08/2021

PROJECT USERS			
Who will use the space? Please list organizations, schools, community centres, sporting associations and other service providers who will be accessing the space regularly and explain how they will be integrated into the overall usage:			
ORGANIZATION/SCHOOL/SPORTING ASSOCIATION/SERVICE PROVIDER	PLAN FOR INTEGRATION Indicate months and hours space will be used	How many people use the space?	AGE RANGE
<i>i.e. Midpoint Primary School, Hank Williams (Phys. Ed Teacher)</i>	<i>Gym teacher has agreed to use field for gym classes 2.5 hours per day between April and June and September and October.</i>	<i>35</i>	<i>6-12 year olds</i>
Gananoque & TLTI Baseball Club	Programming from late April to October. Anticipate using diamond 4 nights per week, 2-3 hours per night.	124	4-12 year olds
Kingston Baseball Association	Will use the field as overflow for tournaments for younger age groups. Anticipate 2 tournaments per year (Sat/Sun full day use)	80	4-12 year olds



Linklater Public School	Classes will use for gym periods in Sept, May, June. 3 days per week, 2 hours per day *	50	4-12 year olds
St. Joseph Catholic School	Classes will use for gym periods in Sept, May, June. 2-3 days per week, 2 hours per day *	35	4-12 year olds
Gananoque Secondary School	Gym classes would utilized field in Sept, early Oct, May, June approximately 2-3 days per week, 3 hours per day (2 classes) *	60	13-17 year olds
YMCA	Hosts day camp in Gananoque (9 weeks of summer) – utilize field 2 days per week, 2 hours	15	4-12 year olds
Various Camp Providers	Unknown. Field would provide new opportunities.	Unknown	4-12 year old

* Daytime school use will be balanced and scheduled to ensure the needs of all are met. The need does not exceed available playing time.

PROJECT IMPACT

CURRENTLY SERVE: Please indicate below the number of children and youth that currently utilize the space. Out of 100% availability, what percentage of time is allocated to each age group (not applicable to new builds).

AGE GROUP	NUMBER CURRENTLY SERVED	% OF TIME UTILIZING SPACE
Under 5 years	0	Due to condition of field it is not currently used for structured ball programming
5 -13 years	0	
14 -18 years	0	
19+years	0	

EXPECTED TO SERVE FROM NEW PROJECT: Please indicate the *expected* number of children and youth that will utilize the space. Out of 100% availability, what percentage of time is expected to be allocated to each age group?

AGE GROUP	EXPECTED NUMBER SERVED	% OF TIME EXPECTED TO UTILIZE THE SPACE
Under 5 years	15	20%
5 -13 years	120	80%
14 -18 years	15	Field may be used for practices geared to specific skills and the size of the field
19+ years		

BREAKDOWN of underserved children/youth (**under 18**) that will benefit from the space/upgrades (as applicable). **We understand that some children/youth will fit into multiple categories below.*

ANTICIPATED NUMBER SERVED *

Girls	25 ball club, 50% of children from schools
Low-Income	10 ball club, unknown from schools
Immigrants/Newcomers and/or Refugees	Unknown



Disabilities	5 ball club, unknown from schools
First Nations	5
Children/Youth receiving financial assistance	5
Other: (please indicate)	

* Includes estimated numbers based on ball club, school and YMCA usage.

<p>Will the project lead to the implementation of new programming? (Please explain) <i>i.e. As a result of the new build, we will introduce a new T-Ball division for 4-5 year olds</i></p>	<p>The project will enable the ball club to be able to expand the programming for youth under 12 by offering more time at the ball diamond instead of the standard once a week game. This time can be used for skill development by offering more practices and clinics.</p> <p>The schools will add ball to their gym curriculum.</p> <p>The field will provide opportunities for summer baseball camps.</p>
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FUNDING DETAILS		
Total cost of the project:	\$260,000.00	A
Total funds secured to date (List all funding sources below):	\$0.00	B
Total request from JCF:	\$150,000.00	C
Total cost of outstanding funds, to-be acquired:	\$110,000.00	= A - (B + C)
FUNDING SOURCE	AMOUNT REQUESTED	CONFIRMED OR PENDING (include date)
<i>i.e. Ontario Trillium Foundation</i>	<i>\$125,000</i>	<i>Pending – August, 2016</i>
Jays Care Foundation	\$150,000.00	Pending – this application
Town of Gananoque	\$110,000.00	Pending – if this application is approved the Town would then address solutions for the funding shortfall

Funding strategy for outstanding required funds for the project: (If applicable)	See above
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PROJECT COSTS



List all items below that would be acquired using JCF funding: (Include labour and shipment of supplies) Provide quotes for ALL jobs related to the project for which you are seeking funding. Valid quotes must be obtained prior to submission of full proposal (<i>no more than 60 days old</i>).			
MATERIAL/PRODUCT/LABOUR	COST (Total cost including Taxes)	VENDOR	QUOTE ATTACHED
<i>i.e. Lighting poles (8 poles) and fixtures (24 fixtures)</i>	<i>\$12,000</i>	<i>JP Lighting LTD</i>	<i>Yes</i>
Supply/install concrete paving including granular base	\$22,715	██████████	Yes
Supply/install chainlink fence, gates, sideline footings	\$22,446	██████████	Yes
Supply/install chainlink fence, gates, backstop, dugout including footings	\$10,449	██████████	Yes
Supply/install Washington Clay Infield Mix	\$36,094	██████████	Yes
Supply/install subsurface drainage system	\$25,193	██████████	Yes
Rough grading	\$4,293	██████████	Yes
Supply/install sod (outfield)	\$8,595	██████████	Yes
Supply/install sod (restoration)	\$3,949	██████████	Yes
Supply/install topsoil	\$9,757	██████████	Yes
Supply/install players benches	\$5,500	██████████	Yes
Supply/install foul poles	\$4,714	██████████	Yes
TOTAL COST (Including Taxes)	\$153,705		

LIGHTING	
Are you looking to install permanent light fixtures? If so, what types of lights are you looking to install?	No
If yes, do you agree to performing and submitting a geotechnical report with your application? *Note: There is a fee associated with this report that is not covered by Jays Care Funding, but is required to gain approval for Jays Care granting for light systems.	n/a

ONGOING MAINTENANCE STRATEGY	
Will the proposed investment lead to increased operational costs for the organization and/or property owner? If yes, please explain.	The Town of Gananoque has a Parks Department that can manage the maintenance within the current operation and parks annual operations budget.



<p>Who is responsible for maintaining the capital space? What is the plan for ongoing maintenance and how will it be executed? <i>i.e. the City owns the field and will cut the grass bi-weekly during summer months</i></p>	<p>Town of Gananoque, as the owner, is responsible for operating and capital. The capital infrastructure will be included in the Municipal Capital Asset Management Plan. This will include life cycle planning, multi year scheduling</p>
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<p>LAUNCH/RECOGNITION STRATEGY</p>	
<p>Please provide a detailed plan on how you will acknowledge Jays Care Foundation. <i>Ex. opening/launch, permanent signage and recognition, media communication, online presence.</i></p>	<p>Signage (permanent) Social Media (facebook, Instagram, YouTube – video of opening will be posted) Opening Event/Media Event Press Release Website – ongoing (Town and club) Recognition at Town Council Meeting</p>

<p>CHILD PROTECTION</p>	
<p>Child Protection: All Field Of Dreams projects need to be operated by organizations that have comprehensive child protection/safeguarding policies and practices. If your organization does not have one, we will require you to complete an on-line training and establish a clear policy in advance of the build.</p>	
<p>Do you have a child protection policy? If yes, please attach.</p>	<p>https://www.kingstonbaseball.ca/safety-information/ https://www.littleleague.ca/Default.aspx?tabid=599577</p> <p>We follow all of the policies that are set by Little League Canada and Kingston Baseball Association.</p>
<p>If no, would you be willing to complete the on-line training and submit your new written policy?</p>	<p>If further training was provided, we would willing to participate.</p>

REPORTING COMMITMENT: All organizations that receive Field Of Dreams grants are required to complete the following reports during and after their building process:

1. **Bi-Monthly Progress Updates** – Jays Care will contact your organization bi-monthly for updates the progress of your project



2. **Mid-Project Report** – Jays Care will send a more detailed questionnaire for an update on progress.

3. **Post Grant Report after project has been completed**

Please confirm that you are committed and capable of submitting these in a timely manner _____ **(Initial)**

DECLARATION

We, the Board of Directors/governing body of the organization confirm that the information contained in this application and the accompanying documents is true, accurate and complete. We acknowledge that if this application is approved, we will be required to enter into a formal, legally binding agreement with the Toronto Blue Jays' Jays Care Foundation that will outline the terms and conditions of the grant.

Chair or President of Board of Directors*: _____

Name and title: _____

* Chair or President of Board of Directors (most senior member) - Official representative(s) of your organization in accordance with your organization's bylaws or other constituting documents - Local government

REQUIRED DOCUMENTS – Please ensure all items are attached and completed as indicated below:

*Refer to the '*Submission Guide*' below **BEFORE** submitting your application

PROFESSIONALISM/GOVERNANCE

- A copy of the organization's **most recent** Audited Financial Statements OR Financial Statements approved by the Board of Directors attached
- Reference letters from **two** financial partners (i.e. auditors, current funders, banks, etc.), if you do not have Audited financial statements. n/a – financials attached
- T3010A Registered Charity Information Return from Canada Revenue Agency (if you are a registered charity) n/a – Town of Gananoque is an incorporated municipality
- A complete listing of current Board of Directors with respective titles, contact information and length of tenure – attached
- City permits and/or any other permits approving the new build (Applications for improvements to City facilities must be vetted by the City on behalf of the community organization). For First Nation communities a Band Resolution is required approving the build application from Town of Gananoque who owns the facility
- Organization's current 2020 operational budget see attached
- Organization's previous year (2019) operational budget with actuals see audited financials
- Child Protection policy not attached

PROJECT DETAILS

- An itemized breakdown of your total project budget costs attached. Also see attached budget supplement document



- Highlight the items you would be acquiring with the Jays Care Foundation grant
- Include all items provided in-kind (donated)
- Include any sources of funding that is already secured or in-progress
- Indicate if any, of the items that were received at a discount or reduced fee
 - * Do not forget to include transportation costs (if necessary)
- Quotes for **ALL** jobs related to the project for which you are seeking Jays Care Foundation funding. Valid quotes must be obtained prior to submission of full proposal (no more than 60 days old) See Preliminary Budget Provided. [REDACTED] to prepare who secured all quotes and has oversight of preliminary budget.
- Provide a detailed timeline for the activities related to the proposed project not attached
- For organizations requesting lighting, applications with a geotechnical report will be given priority. While the report is not mandatory it is highly recommended to strengthen your application. All awarded applicants will be required to submit this report prior to funding disbursement n/a
- A minimum of five pictures of the existing space(s) in question. When referencing a new space(s): proposed architectural designs/plans/photos of the new development are required. Refer to 'Photo Guide' below for picture requirements see attached
- If you cannot provide any of the required documents listed above, please attach a word document outlining the reasons for the missing information see attached

Submission Guide

- Send in a Zip file folder titled with the name of your organization
- Title each document from the title options listed below:

A) Folder: Organization Details

FOD Full Proposal <u>attached</u>
Audited Financial Statements <u>attached</u>
Reference letter (Name of financial partner) <u>n/a</u>
T3010A <u>n/a</u>
BOD list <u>attached</u>
Permit <u>n/a (town owned, permits issues within)</u>
2019 operational budget <u>attached</u>
2020 organization budget <u>attached</u>
Child protection policy <u>not attached</u>

B) Folder: Project Details

Itemized budget <u>attached</u>
Quote (Name of company) <u>attached</u>



Timeline <u><i>not attached</i></u>
Geotechnical report <u><i>not attached</i></u>
Pictures <u><i>attached</i></u>
New build plans <u><i>attached</i></u>
Missing information explanation <u><i>attached</i></u>
Additional (<i>Description of document</i>) <u><i>Survey/Topo attached</i></u>

Photo Guide

- Include 5-10 photos in a word or PDF document (remember to compress and/or reduce the file size)
- Provide a brief description under each photo (ex: Diamond 2 used by 10-14-year olds, uncovered dugouts with damaged chain links)
- Do not send photos with fields covered in snow
- Do not take photos through chain links
- Photos must be in colour and in-focus

THE CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2021-066

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN AGREEMENT WITH THE JAYS CARE FOUNDATION FOR \$100,000 IN FUNDING FOR THE REFURBISHMENT OF THE TOWN PARK BALL DIAMOND

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 received Council Report CS-2021-25, and concurs with the recommendation to pass a By-law authorizing the Mayor and Clerk to sign an Agreement with Jays Care Foundation for \$100,000 in funding for the refurbishment of the Town Park Ball Diamond;

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 an Agreement with Jays Care Foundation for \$100,000 in funding for the refurbishment of the Town Park Ball Diamond.

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 18th day of May, 2021.

Ted Lojko, Mayor

Penny Kelly

(Seal)



GANANOQUE
Council Report – CAO-2021-05

Date: May 18, 2021 **IN CAMERA**

Subject: Thousand Island Day Care – Amending Lease Agreement

Author: Shellee Fournier, CAO **OPEN COUNCIL**

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS A BY-LAW NO. 2021-067, BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN AMENDING LEASE AGREEMENT WITH THE THOUSAND ISLAND DAY CARE INC., FOR A PORTION OF 400 STONE STREET NORTH THEREBY EXTENDING THE TERM OF THE LEASE TO JULY 31ST, 2021, AS PRESENTED IN COUNCIL REPORT–CAO-2021-05.

STRATEGIC PLAN COMMENTS:

Sector 6 – Governance – Strategic Initiative #4 – Town Council will ensure openness and transparency in its operations.

BACKGROUND:

In April 2020, Council offered the Thousand Island Day Care Inc. a further twelve (12) month extension to the Lease through until June 30, 2021. The extension was to allow time for the daycare to fulfill its plans to build a new centre at St. Joseph’s school.

On May 10, 2021, the Town received correspondence from Kylie Currie, Executive Director of Child Care United seeking an additional one (1) month extension under the same terms and conditions.

As Council is aware, the provincial government is supporting a capital project to fund the daycare addition at St. Joseph’s school. Construction is near completion, but the Daycare has had a delay in receiving items that are required for their operational inspection. To that end, they are requesting a 30-day extension to their lease until July 31st, 2021.

INFORMATION/DISCUSSION:

The proposed Amending Lease Agreement is attached for Council’s review. The Amending Agreement simply extends the Term of the Lease to July 31st, 2021. All other terms and conditions of the Lease would remain in full force and effect, as is.

APPLICABLE POLICY/LEGISLATION:

By-law No. 2017-32 – Being a By-law to authorize the Town of Gananoque to enter into a Lease Agreement with the Thousand Island Day Care Inc. for a portion of the property located at 400 Stone Street North.

By-law No. 2018-032 – Being a By-law to authorize the Mayor and Clerk to execute an amending lease agreement with the Thousand Island Day Care Inc., for a portion of 400 Stone Street North thereby extending the Term of the Lease to June 30, 2019.

By-law No. 2019-055 – Being a By-law to authorize the Mayor and Clerk to execute an amending lease agreement with the Thousand Island Day Care Inc., for a portion of 400 Stone Street North thereby extending the Term of the Lease to June 30, 2020.

By-law No. 2020-049 – Being a By-law to authorize the Mayor and Clerk to execute an amending lease agreement with the Thousand Island Day Care Inc., for a portion of 400 Stone Street North thereby extending the Term of the Lease to June 30, 2021.

FINANCIAL CONSIDERATIONS:

No changes are proposed to the Lease Agreement.

CONSULTATIONS:

Kylie Currie, Executive Director, Child Care United

ATTACHMENTS:

Correspondence from Child Care United.

Draft By-law No. 2021-067

Proposed Amending Lease Agreement

Lease Agreement signed May 1, 2017

APPROVAL	<hr/> <p>Shellee Fournier, CAO</p> <hr/> <p>Melanie Kirkby, 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 Municipal Act and regulations.</p>
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Shellee Fournier

From: directorchildcareunited@gmail.com
Sent: Monday, May 10, 2021 5:05 PM
To: Shellee Fournier
Cc: 'Katy Kench'
Subject: Thousand Island Daycare - 400 Stone Street North

Importance: High

Good Afternoon Shellee,

I hope this email finds you well.

We have just received information which has a great impact on our impending move from our current location. We have been notified that there is a delay in items we are required to have for our operational inspections. Without these items we cannot submit to begin our inspection process through the Ministry of Education, which we are required to have prior to opening for operations.

With this news, we are asking to have an extension on our lease of 400 Stone Street North for an additional one month period. This change would have us remain in the location until July 31st, 2021, when approved, we will forward rent payment promptly for our remaining term.

We thank you for taking this information into consideration and hope that this extension will be permitted to ensure this essential service remains available for our families and the community.

Regards,

Kylie Currie, RECE
Executive Director
Child Care United

THE CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2021-067

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN AMENDING LEASE AGREEMENT WITH THE THOUSAND ISLAND DAY CARE INC., FOR A PORTION OF 400 STONE STREET NORTH THEREBY EXTENDING THE TERM OF THE LEASE TO JULY 31, 2021

AND 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 Council passed By-law No. 2017-032, authorizing the Town of Gananoque to enter into a Lease Agreement with the Thousand Island Day Care Inc., for a portion of the property located at 400 Stone Street North;

AND WHEREAS By-law No. 2018-032, amended the Thousand Island Day Care Inc., Lease Agreement to extend the Term of the Lease to June 30, 2019;

AND WHEREAS By-law No. 2019-055, further amended the Thousand Island Day Care Inc., Lease Agreement to extend the Term of the Lease to June 30, 2020;

AND WHEREAS By-law No. 2020-049, further amended the Thousand Island Day Care Inc., Lease Agreement to extend the Term of the Lease to June 30, 2021;

AND WHEREAS the Council of the Town of Gananoque considered Council Report-CAO-2021-05 and concurs with the recommendation to authorize the Mayor and Clerk to sign an amending Lease Agreement with The Thousand Island Day Care Inc., for a portion of 400 Stone Street North, thereby further extending the Term of the Lease to July 31, 2021.

AND WHEREAS the Council of the Corporation of the Town of Gananoque deems it appropriate and expedient 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 amending Lease Agreement with The Thousand Island Day Care Inc., for a portion of 400 Stone Street North, thereby extending the Term of the Lease to July 31, 2021.
2. **SCHEDULE:**
 - 2.1 Attached to and forming part of this By-law is the amending Lease 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 18th day of May 2021.

Ted Lojko, Mayor

Penny Kelly, Clerk

(Seal)

LEASE AMENDING AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2021.

B E T W E E N:

THE CORPORATION OF THE TOWN OF GANANOQUE

(hereinafter referred to as the "**Landlord**"),

OF THE FIRST PART

-and-

THE THOUSAND ISLAND DAY CARE INC.

(hereinafter referred to as the "**Tenant**"),

OF THE SECOND PART

WHEREAS pursuant to a Lease dated May 1, 2017 between the Landlord and the Tenant (the "**Lease**"), the Landlord did demise and lease onto the Tenant the premises located at 400 Stone Street North, Gananoque, Ontario;

AND WHEREAS the term of the Lease ends on the 30th day of June, 2021;

AND WHEREAS the Parties mutually desire to amend the Lease such that the term ends on the 31st day of July, 2021;

NOW THEREFORE IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Parties hereto), the Parties hereby covenant to and agree with each other as follows:

1. Paragraph 3 (1) of the Lease shall be amended to read:

The Tenant shall have possession of the Premises for a period of fifty-one (51) months, commencing on the first day of May 2017 and ending on the 31st day of July 2021 (the "**Term**"). The Term shall not be extended automatically and no month to month tenancy shall be created at the expiry of the Term without the written consent of the Landlord, which consent may be unreasonably withheld. Any extension of this Lease shall only be made on terms satisfactory to both parties.

2. Paragraph 3 (3) of the Lease shall be added, and it shall read:

The Tenant shall have the right to terminate this Lease by giving 30 clear days' notice in writing to the Landlord. If the Tenant exercises this option, the Tenant shall be responsible for payment to the Landlord of rent for only the one month of notice, with no additional penalties or rent for the remainder of the Term.

3. All capitalized terms referred to herein but not specifically defined herein shall have the meaning ascribed thereto in the Lease, as applicable;

4. Except as amended by this Agreement, the terms and conditions of the Lease shall remain and continue in full force and effect, unamended.

5. This Agreement and everything contained herein shall be binding upon the Parties hereto, their successors and permitted assigns; and

6. This Agreement may be executed in counterparts, each of which when so executed shall constitute an original (and may be transmitted by facsimile or scan/email) and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

)
)
) The Corporation of the Town of Gananoque
)
)
) per: _____
) Ted Lojko, Mayor
)
)
) per: _____
) Penny Kelly, Clerk
)
) We have the authority to bind the corporation
)
)
) The Thousand Island Day Care Inc.
)
) per: _____
) Name:
) Title:
)
) I have the authority to bind the corporation
)

BY-LAW NO. 2017-032

**BEING A BY-LAW TO AUTHORIZE THE TOWN OF GANANOQUE TO
ENTER INTO A LEASE AGREEMENT WITH THE THOUSAND ISLAND
DAY CARE INC. FOR A PORTION OF THE PROPERTY LOCATED AT 400
STONE STREET NORTH**


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;

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

1. That the Council hereby authorizes the Town to enter into a Lease Agreement with the Thousand Island Day Care Inc. for the purpose of renting a portion of 400 Stone Street North, as set out in Schedule 'A' and forming part of this By-law.
2. That the Mayor and Clerk are hereby authorized to execute all documents in regard to said agreement.
3. That this By-law shall come into force and effect on the date of passing.

READ A FIRST, SECOND, and THIRD TIME, passed, signed, and sealed with the Corporate Seal this 2nd day of May, 2017.



Mayor, Erika Demchuk



Deputy Clerk, Linda Robinson

LEASE (COMMERCIAL)

Made the 1st day of May 2017

BETWEEN

THE CORPORATION OF THE TOWN OF GANANOQUE

(the "Landlord")

-and-

THE THOUSAND ISLAND DAY CARE INC.

(the "Tenant")

Collectively referred to as the "Parties".

In consideration of the rents, covenants and obligations stipulated herein the Landlord and the Tenant have agreed to enter into a Lease of a portion of the premises known municipally as 400 Stone Street North, Gananoque, Ontario. The rental space is comprised of those parts of the building identified in Schedule "C" as comprising parts "C-1", which foregoing areas to be hereafter called the Day Care facility, those parts of the building identified in Schedule "C-2" which foregoing areas to be hereafter called the Core Area, and those parts of the property identified in Schedule "C-4" which foregoing areas to be hereafter called the Playground and associated parking areas (collectively, 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.

2. RENT

- (1) Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section and includes Additional Rent.
- (2) The Tenant covenants to pay to the Landlord, during the Term of this Lease, rent as follows:
 - (a) One dollar (\$1.00) per annum, payable on or before the first day of November in each year of the Term;
 - (b) \$6,533.33 per annum, which amount shall be held in a separate reserve fund by the Landlord for the sole purpose of repairing and replacing the mechanical and structural systems of the Premises, save and except C-4, and to an amount of 50% of C-2. This amount is to be prorated for the year and is payable on or before the 15th day of each month in equal installments.
- (3) The Tenant further 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.
- (4) The Landlord and the Tenant agree that it is their mutual intention 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) and realty taxes, as provided in Section 9 hereof:
 - (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) 100 % of all utilities (including but not limited to gas, electricity, heat, air-conditioning, water and sewer utilities) attributable to the Tenant's use of part C-1 of the Premises;

- (ii) 100% of all other utilities (including but not limited to gas, electricity, heat, air-conditioning, water and sewer utilities) attributable to the Tenant's use of part C-2 of the Premises where the Tenant is the sole party making use of this area of the Premises. The Parties agree that during the period of time when that portion of the Premises known as C-2 is being jointly used by the Tenant and the Landlord or other party all utilities as described in this section shall be shared 50/50 by the Tenant and the Landlord, it being the Landlord's responsibility to recover 50% of the utilities from any other party(s) sharing the space. The parties agree that non-metered utilities shall be apportioned between the parties on a pro-rata basis based on the percentage of floor area of the building occupied by the Tenant compared to the remaining floor area of the building;
 - (iii) 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;
 - (iv) share of general property maintenance and repairs. Snow removal from the parking lot shall be the sole responsibility of the Tenant for the property described as part 1 of Plan 28R-6983. The Landlord shall pay 100% of grass cutting and landscaping costs;
 - (v) Tenant will pay 50% of the total security system monitoring costs;
 - (vi) 50% of common charges related to the Lobby and common washrooms;
 - (vii) The Tenant will pay a daily rental fee of \$35 per day for usage of the area identified in Schedule C-3;
- (b) and if any of the foregoing charges are invoiced directly to the Tenant, the Tenant shall pay same as and when they become due and produce proof of payment to the Landlord immediately if requested to do so, but the Tenant may contest or appeal any such charges at the Tenant's own expense;
 - (c) and the Tenant hereby agrees to indemnify and protect the Landlord from any liability accruing to the Landlord in respect of the expenses payable by the Tenant as provided herein; and
 - (d) if the Tenant fails to make any of the payments required by this Lease then the Landlord may make such payments and charge to the Tenant as Additional Rent the amounts paid by the Landlord, and if such charges are not paid by the Tenant on demand, the Landlord shall be entitled to the same remedies and may take the same steps for recovery of the unpaid charges as in the event of Rent in arrears.
- (5) All payments to be made by the Tenant pursuant to this lease shall be delivered to the Landlord at the Landlord's address for service set out in Section 16 or to such other place as the Landlord may from time to time direct in writing.
 - (6) All Rent in arrears and all sums paid by the Landlord for expenses incurred which should have been paid by the Tenant shall bear interest from the date payment was due, or made, or expense incurred at a rate per annum equal to the prime commercial lending rate of the Landlord's bank plus two (2) per cent, provided that notice of such amounts are given to the Tenant forthwith after the Landlord receives the respective invoice for said amount.
 - (7) The Tenant acknowledges and agrees that:
 - (a) the payments of Rent and Additional Rent provided for in this Lease shall be made without any deductions for any reason whatsoever unless expressly allowed by the terms of this Lease or agreed to by the Landlord in writing; and
 - (b) no partial payment by the Tenant which is accepted by the Landlord shall be considered as other than a partial payment on account of Rent owing and shall not prejudice the Landlord's right to recover any Rent owing.

3. TERM AND POSSESSION

- (1) The Tenant shall have possession of the Premises for a period of fourteen (14) months, commencing on the first day of May 2017 and ending on the 30th day of June 2018 (the "Term"). The Term shall not be extended automatically and no month to month tenancy shall be created at the expiry of the Term without the written consent of the Landlord, which consent may be unreasonably withheld. Any extension of this Lease shall only be made on terms satisfactory to both parties.

- (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. ASSIGNMENT

- (1) The Tenant may not assign this Lease or sublet the whole or any part of the Premises without the written consent of the Landlord, which consent may be arbitrarily refused.
- (2) Any assignment or other disposition of the Tenant's interest in this Lease or in the Premises shall not relieve the Tenant from his obligations under this Lease, including the obligation to pay Rent and Additional Rent as provided for herein.
- (3) If the party originally entering into this Lease as Tenant, or any party who subsequently becomes the Tenant by way of assignment or sublease or otherwise as provided for in this Lease, is a corporation then:
 - (a) the Tenant shall not be entitled to deal with its authorized or issued capital or that of an affiliated company in any way that results in a change in the effective voting control of the Tenant unless the Landlord first consents in writing to the proposed change;
 - (b) if any change is made in the control of the Tenant corporation without the written consent of the Landlord then the Landlord shall be entitled to treat the Tenant as being in default and to exercise the remedies stipulated in Section 11(2) of this Lease and any other remedies available in law;
 - (c) the Tenant agrees to make available to the Landlord or his authorized representatives the corporate books and records of the Tenant for inspection at reasonable times.

5. USE

- (1) During the Term of this Lease the Premises shall not be used for any purpose other than for child care without the express consent of the Landlord given in writing.
- (2) The Tenant shall have exclusive use of the area identified in Schedule C-1;
- (3) The Tenant shall have the right to use the area identified in Schedule C-2 Monday through Friday from 6:30 AM to 6:00 PM, excepting statutory holidays. The Tenant's use shall be exclusive during these hours. At all other times the Tenant may use the area identified in Schedule C-2 subject to the right of the Landlord to use this area upon providing notice to the Tenant;
- (4) The Tenant shall have the right to use the area identified in Schedule C-3 Monday through Friday from 6:30 AM to 6:00 PM with the consent of the Landlord, upon receipt of a written request from the Tenant and only during times when the area is not needed for purposes of the Landlord.
- (5) The Tenant shall have the right to use the area identified in Schedule C-4 during any times when it is entitled to make use of the other portions of the Premises;
- (6) 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 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.
- (7) The Tenant shall not erect any signs or advertising material or inscribe anything upon any part of the exterior of the Premises, or upon the exterior or interior surfaces of any exterior window or door to the Premises or upon the exterior of any demising walls, except with the consent of the Landlord, acting reasonably, and with the consent of the appropriate municipal authorities when and where required.

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 the Premises (including without limitation area C-2 where the Tenant has

sole occupation and use of that portion of the Premises at 100% of the repair costs, and in all other cases 50% of said costs), 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 effect structural repairs or repairs attributable to damage caused by fire, lightning or storm. The Tenant is responsible for any maintenance within the interior leased space, including repair to any interior light fixture and any plumbing within the Tenant's rental space, including repair of any plumbing fixtures such as toilets, sinks, faucets and pumps.

- (2) Without limiting the generality of the foregoing, the Tenant shall be responsible for the maintenance, repair and replacement of all outdoor playground equipment.
- (3) 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, upon providing 48 hours advance notice to the Tenant:
 - (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, by itself or its servants or agents, 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 Additional Rent.
- (4) 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, lightning and storm only excepted.
- (5) The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Premises from any cause.
- (6) The Tenant shall be responsible for the replacement of any blown light bulb, including any florescent bulbs, halogen bulbs, etc. for any light fixture within its respective leased space.
- (7) During the Term of this Lease:
 - (a) The Landlord shall, with the exception of the obligations of the Tenant described herein, maintain the heating, ventilating, plumbing and air-conditioning equipment and systems serving the Premises so as to provide conditions of adequate comfort in the Premises except during the making of repairs, inspections, overhauling or replacement. If such equipment or systems are damaged or destroyed or require repair, overhauling or replacement, the Landlord shall carry out such work with all reasonable diligence and shall use its best efforts during such work to cause as little interference with the Premises and the business of the Tenant as possible. The Tenant shall be responsible for the annual cleaning and inspection of the heating and air-conditioning equipment. The Landlord can arrange these annual inspections where the Tenant has failed to conduct the necessary inspections, provided that advance notice to the Tenant is provided, and may charge the Tenant for the cost under "additional rents".
 - (b) The Landlord shall keep in good condition and shall repair, maintain and replace, if necessary all external structural parts of the property, as would a reasonable and prudent owner having regard for the make, use and type of the property, but excluding any part thereof which comprise the whole or part of the Premises for which the Tenant is otherwise obligated to repair under this lease. The Landlord shall use its best efforts during such work to cause as little interference with the Premises and the business of the Tenant as possible.

7. ALTERATIONS AND ADDITIONS

- (1) If the Tenant, during the Term of this Lease 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 his 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;

- (l) For greater certainty, if the Landlord has not delivered its approval to the Tenant within 20 business days after receiving the plan from the Tenant, the Landlord shall be deemed to have provided its approval with respect thereto;
 - (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, with the exception of those alterations, additions, installations or improvements that relate to the structure of the Premises or the heating, ventilating, plumbing and air conditioning systems, which shall remain the responsibility of the Landlord. Where alterations to that portion of the Premises known as C-2 are required, the Tenant shall be responsible for 100% of the costs where it is in sole occupation of that portion of the Premises, and in all other cases, 50%.
 - (3) 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.
 - (4) The Tenant agrees, at its own expense and by whatever means may be necessary, to immediately 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.
 - (5) 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.
 - (6) Other than as provided in Section 7(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.
 - (7) The Tenant shall, at its own expense, if reasonably requested by the Landlord, and if not needed by the Tenant to carry on business, 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.
 - (8) 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 reasonable 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;

- (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 obligations to continue to pay rent during any period of rebuilding, replacement, repairing or restoration of the Premises, except as provided in Section 10.

- (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 except to the extent caused by the negligence of the Landlord or its agents, employees or contractors. 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.
- (3) The Tenant shall carry insurance in its own name to provide coverage with respect to the risk of business interruption to an extent sufficient to allow the Tenant to meet his ongoing obligations to the Landlord and to protect the Tenant against loss of revenues.
- (4) 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.
- (5) The Tenant shall carry commercial general liability coverage in which policy the Landlord shall be specified as "additional insured" and the policy shall include a cross-liability endorsement, up to a limit of five million dollars (\$5,000,000.00) per incident;
- (6) The Tenant shall carry tenant's legal liability insurance (Broadform) to the full replacement cost of the Premises. The Landlord shall specify the full replacement cost of the Premises, including all leasehold improvements in an amount of a minimum of \$2 million.
- (7) The Tenant shall provide the Landlord with a copy of the above policies.

9. TAXES

- (1) The Tenant shall pay when due to the taxing authority or authorities having jurisdiction all Tenant's Taxes, which shall include the following:
 - (a) all real property taxes levied by the Town of Gananoque attributable to the Premises, excluding any portion of taxes that area assessed with respect to portions of the property not forming the Premises under this Lease;
 - (b) business or similar taxes or license fees in respect of any business carried on by the Tenant and occupants;
 - (c) all taxes which are attributable to the personal property, furnishings, and fixtures installed in the Premises;
 - (d) all other taxes imposed upon the Tenant which are attributable to the business, income or occupancy of the Tenant or any other occupant of the Premises.

10. DAMAGE TO THE PREMISES

- (1) If the Premises or 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 the time of the surrender shall abate;
 - (b) If the Premises can with 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 aforesaid, 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 10(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.

11. ACTS OF DEFAULT AND LANDLORD'S REMEDIES

- (1) An Act of Default has occurred when:
 - (a) the Tenant has failed to pay Rent for a period of 15 consecutive days, regardless of whether demand for payment has been made or not;
 - (b) the Tenant has breached its covenants or failed to perform any of his obligations under this Lease; and
 - (i) the Landlord has given notice specifying the nature of the default and the steps required to correct it; and
 - (ii) the Tenant has failed to correct the default as required by the notice;
 - (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 and not removed within 5 business days after receiving notice from the Landlord;
 - (v) without the consent of the Landlord, made or entered into an agreement to make a sale of its assets to which the Bulk Sales Act applies;
 - (vi) taken action if the Tenant is a corporation, with a view to winding up, dissolution or liquidation;
 - (d) 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;
 - (e) the Premises;
 - (i) become vacant or remain unoccupied for a period of 30 consecutive days; or
 - (ii) are not open for business on more than 100 business days in any twelve (12) month period;
 - (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 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) If the Landlord exercises its right to terminate this Lease and re-enter the Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of this Lease until the earlier of: (i) the expiration of the Term, (ii) 12 months after the occurrence of such Default, (iii) such time as the Landlord has re-let or otherwise dealt with the Premises, and the Tenant agrees to be liable to the Landlord until the earlier of: (i) the expiration of the Term, and (ii) 12 months after the occurrence of such Act of Default, for payment of any differences between the amount of Rent hereby agreed to be paid and the Rent any new tenant agrees to pay to the Landlord.

- (4) 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) 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.
- (5) 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.
- (6) If, when an Act of Default has occurred, the Landlord chooses to waive his right to exercise the remedies available to him 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 his exercising his 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.

12. TERMINATION UPON NOTICE AND AT END OF TERM

- (1) If the Premises are subject to an Agreement of Purchase and Sale or if the Landlord serve a notice to the Tenant requiring the Premises for a municipal purpose, the Landlord shall have the right to terminate this Lease by giving 180 clear days' notice in writing to the Tenant.
- (2) If the Premises are expropriated or condemned by any competent authority; the Landlord shall have the right to terminate this Lease by giving 90 clear days' notice in writing to the Tenant; or the Landlord may require the Tenant to vacate the Premises within 30 days from payment by the Landlord to the Tenant of a bonus equal to 3 months' rent.
- (3) The Tenant agrees to permit the Landlord during the last three months of the Term of this 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.
- (4) Subject to s. 3(1), 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 overholding 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.

13. ACKNOWLEDGEMENT BY TENANT

- (1) The Tenant agrees that it will at any time or times during the Term, upon being given at least forty-eight (48) hours prior written notice, execute and deliver to the Landlord a statement in writing certifying:
 - (a) that this Lease is unmodified and is in full force and effect (or if modified stating the modifications and confirming that the Lease is in full force and effect as modified);
 - (b) the amount of Rent being paid;
 - (c) the dates to which Rent has been paid;
 - (d) other charges payable under this Lease which have been paid;
 - (e) particulars of any prepayment of Rent or security deposits; and
 - (f) particulars of any sub-tenancies.
- (2) The Tenant covenants and agrees that it has no interest in the building or lands located at 400 Stone Street North other than as expressly set out in this Lease Agreement, all other rights, whether arising at law or in equity, are hereby released and abandoned upon execution of this Lease Agreement.

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, buildings or improvements of which the Premises form part, 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. INDEMNITY

- (1) The Tenant acknowledges and agrees that it shall indemnify and save harmless the Landlord from and against all claims, liabilities, losses, costs (including but not limited to legal costs as between a solicitor and his own client), damages 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 including but not limited to any claim for personal or property damage suffered by users of the Premises, except if the damages, claims, liabilities, losses, costs are due to the negligent or intentional acts of the Landlord, its agents, successors, assigns, employees, licensees and invitees.

16. 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 such reasonable rules and regulations that form part of this Lease, attached as Schedule "A" and as the Landlord may make from time to time.

17. 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
P.O. Box 100
Gananoque, ON
K7G 2T6

To the Tenant at:

The Premises

- (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 five (5) business days after mailing if the notice is mailed.

18. REGISTRATION

- (1) The Tenant shall not at any time register a full copy of this Lease on title to the Property of which the premises form part without consent of the Landlord. For greater certainty, the Tenant may register a Notice of this Lease on title to the Property without the consent of the Landlord; this Notice will specify only the existence and term of this Lease.

19. INTERPRETATION

- (1) 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 vice versa 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 of the Landlord and Tenant, respectively.
- (3) When there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several.


20. CHATTELS

- (1) Schedule B contains a list of all chattels owned by the Tenant which do not form part of the Premises

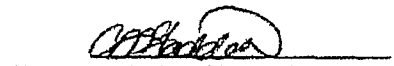
In Witness of the foregoing covenants the Landlord and the Tenant have executed this Lease.

Witness




I have the authority to bind the Corporation
(Landlord)




I have the authority to bind the Corporation
(Tenant)

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, 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.
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 or be a nuisance to any other tenant.
5. No animals or birds shall be kept on the Premises.
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. 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 purposes, 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. 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 by both parties.
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 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.

SCHEDULE B

List of Chattels

Thousand Island Daycare

- Daycare Fridge
- Daycare Freezer
- Microwave
- All dishes etc. associated with Daycare operations
- Small Bar fridge (office area)
- Washer / Dryer
- Free Standing Storage Sheds (play yards)
- Outdoor Climber structure
- Change Table (toddler room)

SCHEDULE C

SCHEDULE "C-1"

The Day Care Facility Composed of:

- A) Second Floor Offices
- B) Toddlers Area
 - a. Storage
 - b. Change Room
- C) Preschool Area
 - a. Dining/Dramatic Play
 - b. Storage
 - c. Carpeted Area
 - d. Storage
- D) Laundry
- E) Washroom
- F) Cubbies Area
- G) Hall
- H) Entry
- I) Multipurpose room

SCHEDULE "C-2"

The Core Area Composed of:

- A) Foyer and Vestibule
- B) Washrooms (public)
- C) Janitor (includes grounds equipment)
- D) Kitchen

SCHEDULE "C-3"

The Community Hall Composed of:

- A) Hall
- B) Sports Equipment
- C) Hall Storage
- D) Bar

SCHEDULE "C-4"

The Playground Composed of:

- A) Playground
- B) Deck
- C) Storage

DATED

May 1st, 2017

BETWEEN:

THE CORPORATION OF THE TOWN OF GANANOQUE

Landlord

AND

THOUSAND ISLANDS DAY CARE INC.

Tenant

(Signature) - Chair Child Care United

**LEASE
(COMMERCIAL)**

Page 14 of 14

Cunningham, Swan, Carty, Little & Bonham LLP

Barristers and Solicitors
Smith Robinson Building
Suite 300 -27 Princess Street
Kingston, Ontario
K7L 1A3



Co-operators General Insurance Company

CONFIRMATION OF INSURANCE

Additional Insured

This is to confirm to: TOWN OF GANANOQUE
Mailing Address: 30 KING STREET EAST, BOX 100
GANANOQUE
Ontario
K7G2T6

That a policy of insurance as herein described has been issued to the insured named below and is in full force.

Additional Insured Town of Gananoque
30 King Street East, Box 100
Gananoque, ON K7G 2t6

Occupancy/Operations to which this Confirmation applies: CHILD CARE UNITED OF LEEDS AND GRENVILLE

Legal Location of Insured Risk: 400 STONE STREET SOUTH
GANANOQUE
Ontario
K7G 2A4

Name of Insured: CHILD CARE UNITED OF LEEDS AND GRENVILLE

Mailing Address: 400 STONE STREET SOUTH
GANANOQUE
Ontario
K7G 2A4

Coverage: Commercial General Liability **Policy Number:** 6386954 **Effective Date:** 06/04/2017 **Expiry Date:** 06/01/2018

The Commercial General Liability section provides coverage for the following:

- Bodily Injury and Property Damage including:**
- Products Completed Operations
 - Broad Form Property Damage
 - Contractual Liability
 - Cross Liability


Limits of Insurance:

Each Occurrence Limit - Bodily Injury and Property Damage	\$5,000,000
Aggregate Limit - Products/Completed Operations	\$5,000,000
Personal Injury Limit	\$5,000,000

The Insurance afforded is subject to the terms, conditions and exclusions of the applicable policy. This Confirmation is issued as a matter of information only and confers no rights of the holder and imposes no liability on the Insurer.

The Insurer will endeavor to provide to mail to the holder of this Confirmation 30 days written notice of any material change in or cancellation of this policy, but assumes no responsibility for failure to do so.

CO-OPERATORS GENERAL INSURANCE COMPANY



J PAUL MASCHI
Authorized Representative

Authorized Representative Signature
(if required)

06/04/2017
Date Issued



Council Report – CAO-2021-06

Date: May 18, 2021 **IN CAMERA**

Subject: Thousand Island Youth Boxing Club – Extend Term of Lease Agreement

Author: Shellee Fournier, CAO **OPEN SESSION**

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2021-068, BEING A BY-LAW TO AMEND BY-LAW NO. 2019-074, TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN AMENDING LEASE AGREEMENT WITH THE THOUSAND ISLAND YOUTH BOXING CLUB FOR A PORTION OF 400 STONE STREET NORTH TO EXTEND THE TERM OF THE LEASE TO JUNE 30TH, 2023, AS PRESENTED IN COUNCIL REPORT–CAO-2021-06.

STRATEGIC PLAN COMMENTS:

Sector 6 – Governance – Strategic Initiative #4 – Town Council will ensure openness and transparency in its operations.

BACKGROUND:

In 2019, at the direction of Council, an Expression of Interest was issued for lease space at 400 Stone Street North.

In July 2019, via By-law No. 2019-074 Council approved entering into a Lease Agreement with the Thousand Island Youth Boxing Club. At the time, the long-term future of the facility was unknown. The Agreement was for a one (1) year period.

In 2020, Council passed an amending Lease Agreement to extend the term of the lease to June 30, 2021. As this agreement will soon expire, staff reached out to the Boxing Club to determine their interest in an extension. They requested a 5-year extension.

INFORMATION/DISCUSSION:

The proposed amending Lease Agreement is attached for Council's review. The amending Agreement extends the Term of the Lease to June 30, 2023. With the uncertainty of the Town's use of the building, staff feel that a shorter lease term is appropriate.

The amending lease provides that the Boxing Club can notify the Town that it wishes to leave the facility by providing the Town thirty (30) days advanced notice. If the Premises are subject to an Agreement of Purchase and Sale or if the Landlord serves a notice to the Tenant requiring the Premises for a municipal purpose, the Landlord shall have the right to terminate this Lease by giving 90 clear days' notice in writing to the Tenant. All other terms and conditions of the Lease would remain in full force and effect.

APPLICABLE POLICY/LEGISLATION:

By-law No. 2019-074 – Being a By-law to authorize the Town of Gananoque to enter into a Lease Agreement with the Thousand Island Youth Boxing Club for a portion of the property located at 400 Stone Street North.

FINANCIAL CONSIDERATIONS:

The tenant agrees to pay an annual Consumer Price Index (CPI) increase on the rent over the term of the agreement.

CONSULTATIONS:

Peter Henshaw, Head Coach, Thousand Island Youth Boxing Club

ATTACHMENTS:

By-law No. 2019-074 and current Lease Agreement
Proposed amending Lease Agreement
Draft By-law No. 2021-068

APPROVAL	<hr/> <p>Shellee Fournier, CAO</p> <hr/> <p>Melanie Kirkby, 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 the 1st day of August 2019

B E T W E E N

THE CORPORATION OF THE TOWN OF GANANOQUE

(the "Landlord")

-and-

THE THOUSANDS ISLAND YOUTH BOXING CLUB

(the "Tenant")

Collectively referred to as the "Parties".

In consideration of the rents, covenants and obligations stipulated herein the Landlord and the Tenant have agreed to enter into a Lease of a portion of the premises known municipally as 400 Stone Street North, Gananoque, Ontario. The rental space is comprised of the building space identified in Schedule "C" as part "C-3", which the foregoing area to be hereafter called the Boxing Club facility.

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.

2. RENT

- (1) Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section and includes Additional Rent.

- (2) The Tenant covenants to pay to the Landlord, during the Term of this Lease, rent as follows:
 - (a) Five dollars per square foot (\$5.00 per sq. ft.) per year for 3600 sq. ft. available space for a total \$18,000.00 per year or \$1500.00 per month.
 - (b) Monthly payments are due on the 1st day of each month, commencing August 1, 2019 and finishing July 1, 2020.
- (3) The Tenant further 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.
- (4) The Landlord and the Tenant agree that it is their mutual intention 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) and realty taxes, as provided in Section 9 hereof:
 - (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) share of general property maintenance and repairs. Snow removal from the parking lot shall be the responsibility of the Tenants (Boxing Club/Daycare) for the property described as part 1 of Plan 28R-6983. The Landlord shall pay 100% of grass cutting and landscaping costs;
 - (ii) Tenant is responsible for the leasehold improvements which include the addition of a new wall in the identified hallway that separates the daycare from the Boxing Club, painting and improvements (e.g. showers) to the washrooms, re-wiring of two electrical switches for two lights in the hallway, new door locks for the bathroom doors and re-painting of the walls throughout the C-3 area (colors to be approved by landlord);
 - (b) and if any of the foregoing charges are invoiced directly to the Tenant, the Tenant shall pay same as and when they become due

and produce proof of payment to the Landlord immediately if requested to do so, but the Tenant may contest or appeal any such charges at the Tenant's own expense;

- (c) and the Tenant hereby agrees to indemnify and protect the Landlord from any liability accruing to the Landlord in respect of the expenses payable by the Tenant as provided herein; and
 - (d) if the Tenant fails to make any of the payments required by this Lease then the Landlord may make such payments and charge to the Tenant as Additional Rent the amounts paid by the Landlord, and if such charges are not paid by the Tenant on demand, the Landlord shall be entitled to the same remedies and may take the same steps for recovery of the unpaid charges as in the event of Rent in arrears.
- (5) All payments to be made by the Tenant pursuant to this lease shall be delivered to the Landlord at the Landlord's address for service set out in Section 17 or to such other place as the Landlord may from time to time direct in writing.
- (6) All Rent in arrears and all sums paid by the Landlord for expenses incurred which should have been paid by the Tenant shall bear interest from the date payment was due, or made, or expense incurred at a rate per annum equal to the prime commercial lending rate of the Landlord's bank plus two (2) per cent, provided that notice of such amounts are given to the Tenant forthwith after the Landlord receives the respective invoice for said amount.
- (7) The Tenant acknowledges and agrees that:
- (a) the payments of Rent and Additional Rent provided for in this Lease shall be made without any deductions for any reason whatsoever unless expressly allowed by the terms of this Lease or agreed to by the Landlord in writing; and
 - (b) no partial payment by the Tenant which is accepted by the Landlord shall be considered as other than a partial payment on account of Rent owing and shall not prejudice the Landlord's right to recover any Rent owing.

3. TERM AND POSSESSION

- (1) The Tenant shall have possession of the Premises for a period of twelve (12) months, commencing on the first day of August 2019 and ending on the 31st day of July 2020 (the "Term"). The Term shall not be extended automatically and no month to month tenancy shall be created at the expiry of the Term without the written consent of the Landlord, which consent may be unreasonably withheld. Any extension of this Lease shall only be made on terms satisfactory to both parties.
- (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. ASSIGNMENT

- (1) The Tenant may not assign this Lease or sublet the whole or any part of the Premises without the written consent of the Landlord, which consent may be arbitrarily refused.
- (2) Any assignment or other disposition of the Tenant's interest in this Lease or in the Premises shall not relieve the Tenant from his obligations under this Lease, including the obligation to pay Rent and Additional Rent as provided for herein.
- (3) If the party originally entering into this Lease as Tenant, or any party who subsequently becomes the Tenant by way of assignment or sublease or otherwise as provided for in this Lease, is a corporation then:
 - (a) the Tenant shall not be entitled to deal with its authorized or issued capital or that of an affiliated company in any way that results in a change in the effective voting control of the Tenant unless the Landlord first consents in writing to the proposed change;
 - (b) if any change is made in the control of the Tenant corporation without the written consent of the Landlord then the Landlord shall be entitled to treat the Tenant as being in default and to exercise the remedies stipulated in Section 11(2) of this Lease and any other remedies available in law;

- (c) the Tenant agrees to make available to the Landlord or his authorized representatives the corporate books and records of the Tenant for inspection at reasonable times.

5. USE

- (1) During the Term of this Lease the Premises shall not be used for any purpose other than for boxing club without the express consent of the Landlord given in writing.
- (2) The Tenant shall have exclusive use of the area identified in Schedule C-3.
- (3) 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 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.
- (4) The Tenant shall not erect any signs or advertising material or inscribe anything upon any part of the exterior of the Premises, or upon the exterior or interior surfaces of any exterior window or door to the Premises or upon the exterior of any demising walls, except with the consent of the Landlord, acting reasonably, and with the consent of the appropriate municipal authorities when and where required.

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 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 effect structural repairs or repairs attributable to damage caused by fire, lightning or storm. The Tenant is responsible for any maintenance within the interior leased

space, including repair to any interior light fixture and any plumbing within the Tenant's rental space, including repair of any plumbing fixtures such as toilets, sinks, faucets and pumps.

- (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, upon providing 48 hours advance notice to the Tenant:
 - (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, by itself or its servants or agents, 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 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, lightning 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.
- (5) The Tenant shall be responsible for the replacement of any blown light bulb, including any florescent bulbs, halogen bulbs, etc. for any light fixture within its respective leased space.
- (6) During the Term of this Lease:
 - (a) The Landlord shall, with the exception of the obligations of the Tenant described herein, maintain the heating, ventilating, plumbing and air-conditioning equipment and systems serving the Premises so as to provide conditions of adequate comfort in the Premises except during the making of repairs, inspections,

overhauling or replacement. If such equipment or systems are damaged or destroyed or require repair, overhauling or replacement, the Landlord shall carry out such work with all reasonable diligence and shall use its best efforts during such work to cause as little interference with the Premises and the business of the Tenant as possible. The Tenant shall be responsible for the annual cleaning and inspection of the heating and air-conditioning equipment. The Landlord can arrange these annual inspections where the Tenant has failed to conduct the necessary inspections, provided that advance notice to the Tenant is provided, and may charge the Tenant for the cost under "additional rents".

- (b) The Landlord shall keep in good condition and shall repair, maintain and replace, if necessary all external structural parts of the property, as would a reasonable and prudent owner having regard for the make, use and type of the property, but excluding any part thereof which comprise the whole or part of the Premises for which the Tenant is otherwise obligated to repair under this lease. The Landlord shall use its best efforts during such work to cause as little interference with the Premises and the business of the Tenant as possible.

7. ALTERATIONS AND ADDITIONS

- (1) If the Tenant, during the Term of this Lease 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 his 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;
 - (i) For greater certainty, if the Landlord has not delivered its approval to the Tenant within 20 business days after

receiving the plan from the Tenant, the Landlord shall be deemed to have provided its approval with respect thereto;

- (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, with the exception of those alterations, additions, installations or improvements that relate to the structure of the Premises or the heating, ventilating, plumbing and air conditioning systems, which shall remain the responsibility of the Landlord.
 - (3) 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.
 - (4) The Tenant agrees, at its own expense and by whatever means may be necessary, to immediately 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.
 - (5) 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.
 - (6) Other than as provided in Section 7(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.

- (7) The Tenant shall, at its own expense, if reasonably requested by the Landlord, and if not needed by the Tenant to carry on business, 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.
- (8) 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 reasonable 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;
 - (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 obligations to continue to pay rent during any period of rebuilding, replacement, repairing or restoration of the Premises, except as provided in Section 10.
- (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 except to the extent caused by the negligence of the Landlord or its agents, employees or contractors. 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.

- (3) The Tenant shall carry insurance in its own name to provide coverage with respect to the risk of business interruption to an extent sufficient to allow the Tenant to meet his ongoing obligations to the Landlord and to protect the Tenant against loss of revenues.
- (4) 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.
- (5) The Tenant shall carry commercial general liability coverage in which policy the Landlord shall be specified as "additional insured" and the policy shall include a cross-liability endorsement, up to a limit of five million dollars (\$5,000,000.00) per incident;
- (6) The Tenant shall carry tenant's legal liability insurance (Broadform) to the full replacement cost of the Premises. The Landlord shall specify the full replacement cost of the Premises, including all leasehold improvements in an amount of a minimum of \$2 million.
- (7) The Tenant shall provide the Landlord with a copy of the above policies.

9. TAXES

The Landlord shall pay when due to the taxing authority, all real property taxes levied by the Town of Gananoque attributable to the Premises.

10. DAMAGE TO THE PREMISES

If the Premises or 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:

- i. 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 the time of the surrender shall abate;
 - ii. If the Premises can with 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;
 - iii. If the leased Premises can be repaired within 120 days as aforesaid, 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.
- b. 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.
- c. Apart from the provisions of Section 10(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.

11. ACTS OF DEFAULT AND LANDLORD'S REMEDIES

- a. An Act of Default has occurred when:

- i. the Tenant has failed to pay Rent for a period of 15 consecutive days, regardless of whether demand for payment has been made or not;
- ii. the Tenant has breached its covenants or failed to perform any of his obligations under this Lease; and
 - 1. the Landlord has given notice specifying the nature of the default and the steps required to correct it; and
 - 2. the Tenant has failed to correct the default as required by the notice;
- iii. the Tenant has;
 - 1. become bankrupt or insolvent or made an assignment for the benefit of Creditors;
 - 2. had its property seized or attached in satisfaction of a judgment;
 - 3. had a receiver appointed;
 - 4. 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 and not removed within 5 business days after receiving notice from the Landlord;
 - 5. without the consent of the Landlord, made or entered into an agreement to make a sale of its assets to which the Bulk Sales Act applies;
 - 6. taken action if the Tenant is a corporation, with a view to winding up, dissolution or liquidation;
- iv. 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;
- v. the Premises;
 - 1. become vacant or remain unoccupied for a period of 30 consecutive days; or
 - 2. are not open for business on more than 100 business days in any twelve (12) month period;

3. 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.
- b. When an Act of Default on the part of the Tenant has occurred the Landlord shall have the right to terminate this Lease and to re-enter the Premises and deal with them as it may choose.
 - c. If the Landlord exercises its right to terminate this Lease and re-enter the Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of this Lease until the earlier of: (i) the expiration of the Term, (ii) 12 months after the occurrence of such Default, (iii) such time as the Landlord has re-let or otherwise dealt with the Premises, and the Tenant agrees to be liable to the Landlord until the earlier of: (i) the expiration of the Term, and (ii) 12 months after the occurrence of such Act of Default, for payment of any differences between the amount of Rent hereby agreed to be paid and the Rent any new tenant agrees to pay to the Landlord.
 - d. 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:
 - i. 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:
 1. 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
 2. 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.
 - e. 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.

- f. If, when an Act of Default has occurred, the Landlord chooses to waive his right to exercise the remedies available to him 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 his exercising his 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.

12. TERMINATION UPON NOTICE AND AT END OF TERM

- a. If the Premises are subject to an Agreement of Purchase and Sale or if the Landlord serves a notice to the Tenant requiring the Premises for a municipal purpose, the Landlord shall have the right to terminate this Lease by giving 180 clear days' notice in writing to the Tenant.
- b. If the Premises are expropriated or condemned by any competent authority; the Landlord shall have the right to terminate this Lease by giving 90 clear days' notice in writing to the Tenant; or the Landlord may require the Tenant to vacate the Premises within 30 days from payment by the Landlord to the Tenant of a bonus equal to 3 months' rent.
- c. The Tenant agrees to permit the Landlord during the last three months of the Term of this 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.
- d. Subject to s. 3(1), 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.

13. ACKNOWLEDGEMENT BY TENANT

- a. The Tenant agrees that it will at any time or times during the Term, upon being given at least forty-eight (48) hours prior written notice, execute and deliver to the Landlord a statement in writing certifying:
 - i. that this Lease is unmodified and is in full force and effect (or if modified stating the modifications and confirming that the Lease is in full force and effect as modified);
 - ii. the amount of Rent being paid;
 - iii. the dates to which Rent has been paid;
 - iv. other charges payable under this Lease which have been paid;
 - v. particulars of any prepayment of Rent or security deposits; and
 - vi. particulars of any sub-tenancies.
- b. The Tenant covenants and agrees that it has no interest in the building or lands located at 400 Stone Street North other than as expressly set out in this Lease Agreement, all other rights, whether arising at law or in equity, are hereby released and abandoned upon execution of this Lease Agreement.

14. SUBORDINATION AND POSTPONEMENT

- a. 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 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.
- b. 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, attorney to the holder of the charge.
- c. 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. INDEMNITY

- a. The Tenant acknowledges and agrees that it shall indemnify and save harmless the Landlord from and against all claims, liabilities, losses, costs (including but not limited to legal costs as between a solicitor and his own client), damages 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 including but not limited to any claim for personal or property damage suffered by users of the Premises, except if the damages, claims, liabilities, losses, costs are due to the negligent or intentional acts of the Landlord, its agents, successors, assigns, employees, licensees and invitees.

16. RULES AND REGULATIONS

- a. The Tenant agrees on behalf of itself and all persons entering the Premises with the Tenant's authority or permission to abide by such reasonable rules and regulations that form part of this Lease, attached as Schedule "A" and as the Landlord may make from time to time.

17. NOTICE

- a. 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
P.O. Box 100
Gananoque, ON
K7G 2T6

To the Tenant at:

Peter Henshaw (Head Coach)
6 CentreSt.
Landsdowne, ON
P.O. Box 271
KOE 1LO

613-530-5461

Pat Funnel (President)
373 Garden St.
Gananoque, ON
K7G 1J4
613-561-6600

- b. The above addresses may be changed at any time by giving ten (10) days written notice.
- c. 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 five (5) business days after mailing if the notice is mailed.

18. REGISTRATION

- a. The Tenant shall not at any time register a full copy of this Lease on title to the Property of which the premises form part without consent of the Landlord. For greater certainty, the Tenant may register a Notice of this Lease on title to the Property without the consent of the Landlord; this Notice will specify only the existence and term of this Lease.

19. INTERPRETATION

- 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 vice versa 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.
- c. When there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several.

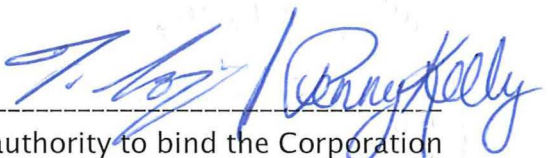
20. CHATELS

- a. Schedule B contains a list of all chattels owned by the Tenant which do not form part of the Premises

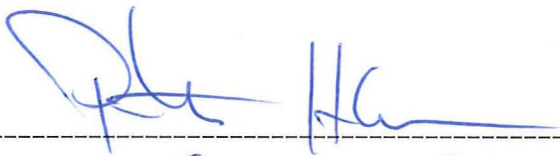
In Witness of the foregoing covenants the Landlord and the Tenant have executed this Lease.


Witness

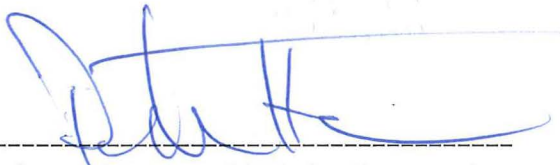




I have the authority to bind the Corporation
(Landlord)







I have the authority to bind the Corporation
(Tenant)

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, 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.
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 or be a nuisance to any other tenant.
5. No animals or birds shall be kept on the Premises.
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. 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 purposes, 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. 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 by both parties.

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 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.

SCHEDULE B

List of Chattels

Thousand Island Boxing Club

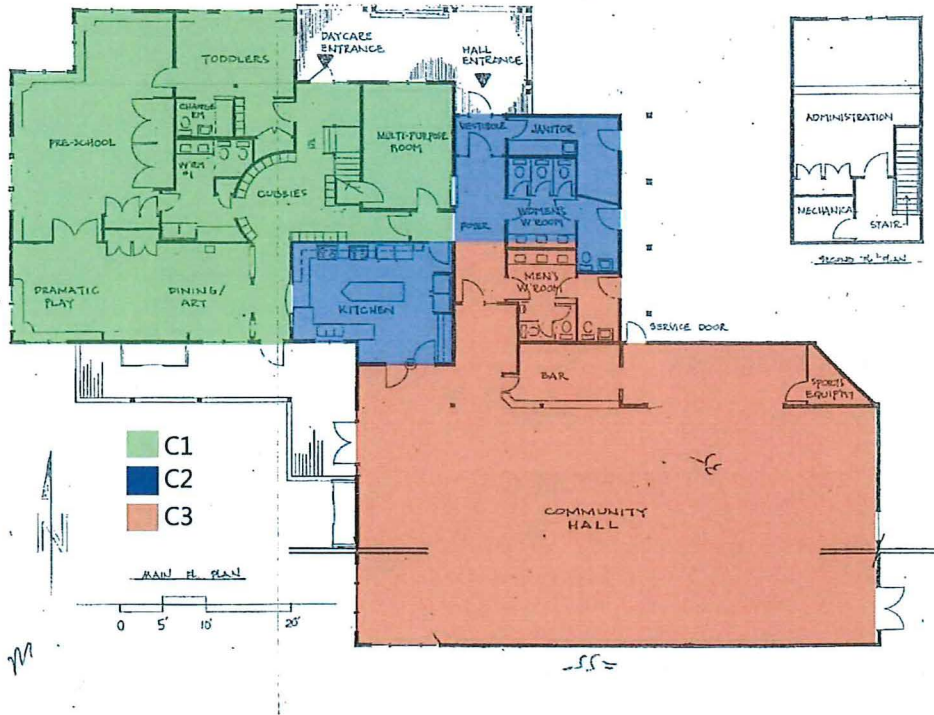
- 2 Boxing Rings
- Bag Frame (11 heavy boxing bags)

SCHEDULE C

SCHEDULE "C-3"

The Thousand Islands Youth Boxing Club Composed of:

- A) Washroom
- B) Hall
- C) Sports Equipment Room
- D) Bar
- E) Multipurpose room



DATED

August 1st, 2019

BETWEEN:

THE CORPORATION OF THE TOWN OF GANANOQUE

Landlord

AND

THOUSAND ISLANDS YOUTH BOXING CLUB

Tenant

AMENDING LEASE AGREEMENT

THIS AGREEMENT made the 1 day of August, 2020.

B E T W E E N:

THE CORPORATION OF THE TOWN OF GANANOQUE

(hereinafter referred to as the "Landlord"),

OF THE FIRST PART

-and-

THE THOUSAND ISLAND YOUTH BOXING CLUB

(hereinafter referred to as the "Tenant"),

OF THE SECOND PART

WHEREAS pursuant to a Lease Agreement dated August 1, 2019, between the Landlord and the Tenant (the "Lease"), the Landlord did demise and lease onto the Tenant the premises located at 400 Stone Street North, Gananoque, Ontario;

AND WHEREAS the term of the Lease ends on the 31st day of July, 2020;

AND WHEREAS the Parties mutually desire to amend the Lease such that the term ends on the 30th day of June, 2021;

NOW THEREFORE IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Parties hereto), the Parties hereby covenant to and agree with each other as follows:

1. **Paragraph 2 (2)(b) of the Lease shall be amended to read:**

Monthly payments are due on the 1st day of each month, commencing August 1, 2019 and finishing June 1, 2021.

2. **Paragraph 3 (1) of the Lease shall be amended to read:**

The Tenant shall have possession of the Premises for a period of twenty-three (23) months, commencing on the first day of August 2019 and ending on the 30th day of June 2021 (the "Term"). The Term shall not be extended automatically and no month to month tenancy shall be created at the expiry of the Term without the written

consent of the Landlord, which consent may be unreasonably withheld. Any extension of this Lease shall only be made on terms satisfactory to both parties.

3. **Paragraph 3(3) of the Lease shall be added, and it shall read:**

The Tenant shall have the right to terminate this Lease by giving thirty (30) clear days' notice in writing to the Landlord. If the Tenant exercises this option, the Tenant shall be responsible for payment to the Landlord of rent for only the one month of notice, with no additional penalties or rent for the remainder of the Term.

4. **Paragraph 12(a) of the Lease shall be amended to read:**

If the Premises are subject to an Agreement of Purchase and Sale or if the Landlord serves a notice to the Tenant requiring the Premises for a municipal purpose, the Landlord shall have the right to terminate this Lease by giving 90 clear days' notice in writing to the Tenant.

5. All capitalized terms referred to herein but not specifically defined herein shall have the meaning ascribed thereto in the Lease, as applicable;
6. Except as amended by this Agreement, the terms and conditions of the Lease shall remain and continue in full force and effect, unamended.
7. This Agreement and everything contained herein shall be binding upon the Parties hereto, their successors and permitted assigns, and;
8. This Agreement may be executed in counterparts, each of which when so executed shall constitute an original (and may be transmitted by facsimile or scan/email) and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

THE CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2021-068

BEING A BY-LAW TO AMEND BY-LAW NO. 2019-074, TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN AMENDING LEASE AGREEMENT WITH THE THOUSAND ISLAND YOUTH BOXING CLUB FOR A PORTION OF 400 STONE STREET NORTH TO EXTEND THE TERM OF THE LEASE TO JUNE 30, 2023

AND 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 Council passed By-law No. 2019-074, authorizing the Town of Gananoque to enter into a Lease Agreement with the Thousand Island Youth Boxing Club, for a portion of the property located at 400 Stone Street North;

AND WHEREAS the Council of the Town of Gananoque considered Council Report-CAO-2021-06 and concurs with the recommendation to authorize the Mayor and Clerk to sign an amending Lease Agreement with the Thousand Island Youth Boxing Club, for a portion of 400 Stone Street North, thereby extending the Term of the Lease to June 30th, 2023.

AND WHEREAS the Council of the Corporation of the Town of Gananoque deems it appropriate and expedient 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 amending Lease Agreement with the Thousand Island Youth Boxing Club for a portion of 400 Stone Street North, thereby extending the Term of the Lease to June 30th, 2023.

2. **SCHEDULE:**

2.1 Attached to and forming part of this By-law is the amending Lease 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 18th day of May, 2021.

Ted Lojko, Mayor

Penny Kelly, Clerk

(Seal)

AMENDING LEASE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2021.

B E T W E E N:

THE CORPORATION OF THE TOWN OF GANANOQUE

(hereinafter referred to as the "**Landlord**"),

OF THE FIRST PART

-and-

THE THOUSAND ISLAND YOUTH BOXING CLUB

(hereinafter referred to as the "**Tenant**"),

OF THE SECOND PART

WHEREAS pursuant to a Lease Agreement dated August 1, 2019, between the Landlord and the Tenant (the "**Lease**"), the Landlord did demise and lease onto the Tenant the premises located at 400 Stone Street North, Gananoque, Ontario;

AND WHEREAS the term of the Lease ends on the 30th day of July 2021;

AND WHEREAS the Parties mutually desire to amend the Lease such that the term ends on the 30th day of June 2023;

NOW THEREFORE IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Parties hereto), the Parties hereby covenant to and agree with each other as follows:

1. **Paragraph 2 (2)(b) of the Lease shall be amended to read:**

Monthly payments are due on the 1st day of each month, commencing August 1, 2019 and finishing June 1, 2023.

2. **Paragraph 2 (2)(a) of the Lease shall be amended to read:**

(a) Five dollars per square foot (\$5.00 per sq. ft.) per year for 3600 sq. ft. available space for a total of \$18,000 per year or \$1,500 per month. This amount will increase annually by the May Consumer Price Index, effective July 1st, 2021.

3. **Paragraph 3 (1) of the Lease shall be amended to read:**

The Tenant shall have possession of the Premises for a period of forty-seven (47) months, commencing on the first day of August 2019 and ending on the 30th day of June 2023 (the "Term"). The Term shall not be extended automatically and no month to month tenancy shall be created at the expiry of the Term without the written consent of the Landlord, which consent may be unreasonably withheld. Any extension of this Lease shall only be made on terms satisfactory to both parties.

4. **Paragraph 3(3) of the Lease shall be added, and it shall read:**

The Tenant shall have the right to terminate this Lease by giving thirty (30) clear days' notice in writing to the Landlord. If the Tenant exercises this option, the Tenant shall be responsible for payment to the Landlord of rent for only the one month of notice, with no additional penalties or rent for the remainder of the Term.

5. All capitalized terms referred to herein but not specifically defined herein shall have the meaning ascribed thereto in the Lease, as applicable;
6. Except as amended by this Agreement, the terms and conditions of the Lease shall remain and continue in full force and effect, unamended.
7. This Agreement and everything contained herein shall be binding upon the Parties hereto, their successors and permitted assigns, and;
8. This Agreement may be executed in counterparts, each of which when so executed shall constitute an original (and may be transmitted by facsimile or scan/email) and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.



MOTION / RESOLUTION OF COUNCIL

Date: May 18, 2021	
Subject: Confirming By-law – May 18, 2021	
Moved By:	
Seconded By:	
<p>BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2021-063, BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS REGULAR MEETING HELD ON TUESDAY, MAY 18TH, 2021, BE READ THREE TIMES AND FINALLY PASSED THIS 18TH DAY OF MAY 2021.</p>	

Ayes _____ Nays _____

Carried: _____

Defeated: _____

Tabled/Postponed: _____

Ted Lojko, 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.

RECORDED VOTE:	Aye	Nay
Anderson, D.		
Haird, A.		
Harper, M.		
Kench, M.		
O'Connor, D.		
Osmond, D.		
Lojko, T.		
TOTALS		