

CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2011-43

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BEING A BY-LAW TO AUTHORIZE THE TOWN OF GANANOQUE TO  
ENTER INTO AN AGREEMENT WITH THE TOWNSHIP OF LEEDS  
AND THOUSAND ISLAND TO PROVIDE FOR A JOINT AGREEMENT RELATIVE  
TO THE OPERATING COSTS OF THE LOU JEFFRIES RECREATION CENTRE.

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

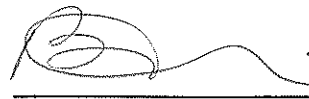
AND WHEREAS the Municipal Act, 2001, S.O. 2001, c. 25, provides that the powers of every Council are to be exercised by Bylaw

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 entering into agreement with the Township of Leeds and Thousand Islands for the purpose of providing a shared funding agreement of the operating costs of the Lou Jeffries Recreation Centre in Gananoque.
2. That the Mayor and Clerk are hereby authorized to execute all documents in regard to said agreement, as set out in Schedule 'A' attached hereto and forming part of this by-law.
3. That this bylaw 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 19<sup>th</sup> day of April, 2011.

  
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Mayor, Erika Demchuk

  
\_\_\_\_\_  
Clerk, Bonnie Dingwall

**AGREEMENT**

**Schedule 'A' – By-law – 2011-43**

Lou Jeffries, Gananoque Recreation Centre Cost Sharing Agreement

Between:

**The Town of Gananoque**  
*(herein after referred to as the "Town")*

And

**The Township of Leeds and Thousand Islands**  
*(herein after referred to as the "Township")*

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**WHEREAS** the Township of Leeds and Thousand Islands wishes to enter into a Customer Based relationship with the Town of Gananoque for residents participating in programs provided at the Lou Jeffries, Gananoque Recreation Centre.

**DEFINITIONS:**

Customer Based – shall be defined as a relationship where the Town shall be the sole proprietor of the facility and the Town shall be responsible for the overall management of the Recreation Centre; and the Township of Leeds and Thousand Island shall be the Customer.

**NOW THEREFORE** this agreement witnesses that in consideration of the premises hereof and the mutual covenants hereinafter set forth the parties agree as follows:

- ✦ The Township agrees to pay 50% of the net operating cost of the arena, up to a maximum of \$85,000.00 in any given year. The Township agrees to pay the sum as indicated in the approved budget for the current year no later than December 31<sup>st</sup> of that year.
- ✦ The Township agrees to maintain this agreement so long as participation from Township residents remains at or above 50% of the total registered users.
- ✦ This agreement shall commence on January 01, 2011.
- ✦ This agreement shall automatically renew unless either the Town or the Township withdraws from this Agreement by providing at least 60 days written notice to the other municipality. Notice shall be received no later than the third Friday of November of any given year.
- ✦ The Town agrees that no additional non-resident fees will be applied to any Township resident wishing to use or take part in programs provided at the Lou Jeffries, Gananoque Recreation Centre as long as this agreement remains in force.
- ✦ The Town agrees to host an annual meeting with the Township no later than the 1<sup>st</sup> Friday in November of each year that this agreement is in place. The Town shall provide, for information purposes, the following at that meeting:
  - Adherence to budget
  - Projected year end
  - Facility use statistical data
- ✦ An Income Statement shall be provided to the Township upon completion of the Town's audited financial statements. The Township's financial contribution for the previous year shall be reconciled at that time.

**DATED** in Gananoque this 19th day of April, 2011.

**Township of Leeds and Thousand Islands**

**Town of Gananoque**

\_\_\_\_\_  
Mayor

  
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Mayor, Erika Demchuk

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Clerk

  
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Clerk, Bonnie Dingwall