

**The Corporation of the Town of**



**SPECIAL COUNCIL MEETING AGENDA**

Held on Wednesday, July 24, 2019 at 6:00 PM

At Town Hall – Council Chambers – 2<sup>nd</sup> Floor – 30 King Street East

<b>1</b>	<b>Call Meeting to Order</b>
<b>2</b>	<b>Disclosure of Pecuniary Interest &amp; General Nature Thereof</b>
<b>3</b>	<b>Unfinished Business – Staff Reports</b>
	<b>Cyril Cooper, Manager of Economic Development</b>
	Council-ED-2019-03 – Lease Agreement – Thousand Island Youth Boxing Club – Portion of 400 Stone Street North (former Kinsmen Building)
	<b>Melanie Kirkby, Treasurer</b>
	Council-FIN-2019-04 – 2019 Draft Business Improvement Area (BIA) Budget
	<b>Adam McCluskey, Project Manager</b>
	Council-RECM-2019-07 – Construction of Gord Brown Memorial 150 Rink – Award of Tender
<b>4</b>	<b>Confirmation By-law</b>
	By-law No. 2019-076 – Confirm the proceedings of Council for the meeting held on Wednesday, July 24, 2019 (3 Readings)
<b>5</b>	<b>Questions from the Media</b>
<b>6</b>	<b>Next Meeting – Tuesday, August 13, 2019</b>
<b>7</b>	<b>Adjournment</b>



## Council Report – ED-2019-03

**Date:** July 24, 2019

☐ **IN CAMERA**

**Subject:** Lease Agreement – Thousand Island Youth Boxing Club – Portion of 400 Stone Street North (former Kinsmen Building)

**Author:** Cyril Cooper, Economic Development Manager

☒ **OPEN COUNCIL**

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### RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2019-074, BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN A LEASE AGREEMENT WITH THE THOUSAND ISLANDS YOUTH BOXING CLUB FOR A PORTION OF 400 STONE STREET NORTH FOR THE TERM AUGUST 1, 2019 TO JULY 31, 2020, AS PRESENTED IN COUNCIL REPORT ED-2019-03.

### STRATEGIC PLAN COMMENTS:

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

### BACKGROUND:

As directed by Council (Motion #19-158) staff negotiated with the Boxing Club the Terms of the Lease and both the Daycare and Club regarding the public washrooms to be split between the tenants as outlined in the proposed lease agreement.

### INFORMATION/DISCUSSION:

The proposed Lease Agreement is attached for Council's review.

### APPLICABLE POLICY/LEGISLATION:

Motion #19-158

### FINANCIAL CONSIDERATIONS:

- \$5.00 per square foot for 3600 sq. ft.
- \$18,000 per year
- Price includes utilities and mowing lawn
- Thousand Islands Boxing Club to pay for wall enclosure, improvements to washrooms with a potential for a shower, new locks and electrical (2 light switches).

The 2018 cost of hydro for this area was \$2,501.97, heat was \$2,968.20 and the insurance was \$2,732.88 for the full building or \$1,366.44 for the half that the boxing club will occupy. The 2019 total taxes for the building are \$7,085.45 or \$3,542.72 per side. In total these operating costs for the space to be rented to the boxing club was \$10,379.33 when the building was unoccupied. Once the building is occupied, it is anticipated that heat and hydro costs will increase and that there will be water and wastewater charges.

**CONSULTATIONS:**

Peter Henshaw, CEO-Head Coach-Thousand Islands Youth Boxing Club

Kathy Briscoe, Supervisor, Thousand Island Day Care Inc.

Terry Willing, Chief Building Official, Town of Gananoque

**ATTACHMENTS:**

Proposed Lease Agreement

<b>APPROVAL</b>	<div data-bbox="310 1360 1112 1409"><hr/>Cyril Cooper, Economic Development Manager</div> <div data-bbox="310 1493 1435 1654"><hr/>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.</div> <div data-bbox="310 1724 873 1766"><hr/>Shellee Fournier, CAO</div>
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# **L E A S E**

## **(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 1<sup>st</sup> 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 1L0

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. CHATTELS**

- 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)

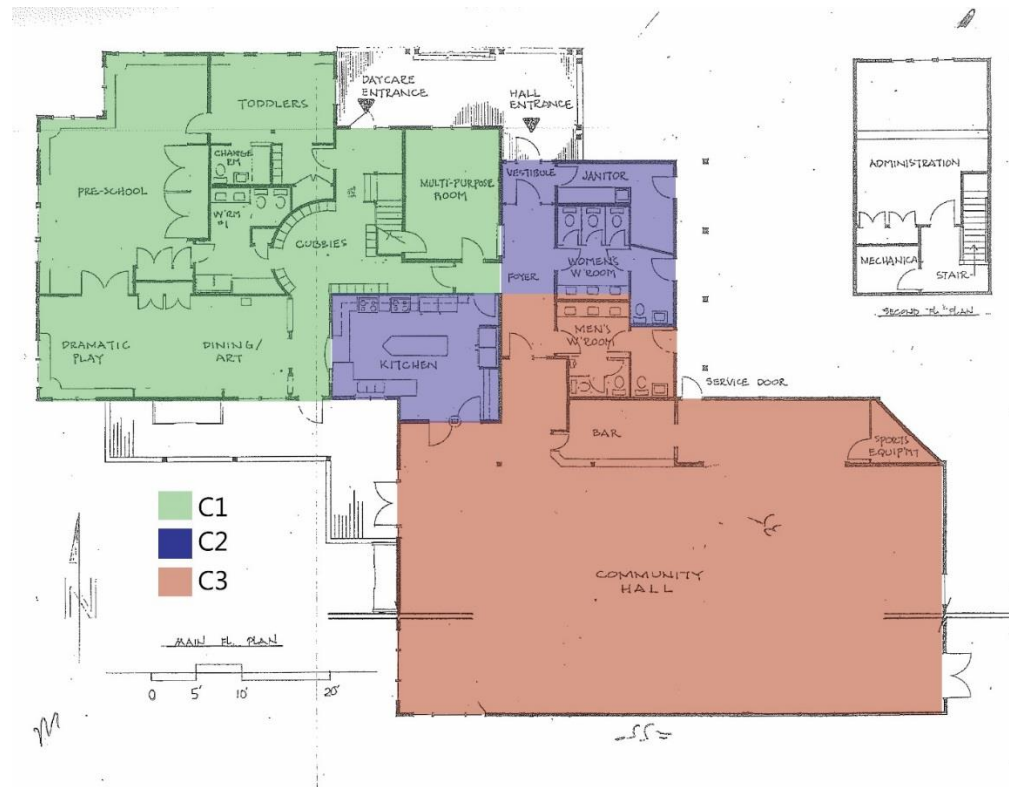
## SCHEDULE C

### **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



## Council Report – FIN-2019-04

**Date:** July 24, 2019

☐ **IN CAMERA**

**Subject:** 2019 Draft Business Improvement Area (BIA) Budget

**Author:** Melanie Kirkby, Treasurer

☒ **OPEN SESSION**

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### RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE, PASS BY-LAW NO. 2019-075, BEING A BY-LAW TO APPROVE THE BUSINESS IMPROVEMENT AREA (BIA) 2019 OPERATING AND CAPITAL BUDGETS, AS PRESENTED IN COUNCIL REPORT FIN-2019-04.

### STRATEGIC PLAN COMMENTS:

Sector 1: Economic Prosperity - Strategic Initiative #1 - To create an economically prosperous and vibrant downtown business district. Action A – Develop a comprehensive Beautification Plan that creates a year round business and tourism friendly environment that will be attractive to both investors and tourists.

### BACKGROUND:

Annually, Council must approve the BIA (Business Improvement Area) Budget and Levy by by-law. The BIA draft budget is approved by members of the BIA at the Annual General Meeting (AGM), and then forwarded to Council for consideration. The BIA levy is billed by the Town, usually on the final tax bill.

Council may approve the budget or defeat the budget. If defeated, it would be referred back to the board for revision.

Committee of the Whole received a draft 2019 BIA budget on June 18<sup>th</sup>, 2019, which was referred back to the BIA board for revision. In specific, Motion #19-152 requested that the BIA resubmit their budget to Council with a larger amount allocated for beautification.

### INFORMATION/DISCUSSION:

Attached is the revised 2019 draft budget that was reviewed by the BIA board at their July 11<sup>th</sup>, 2019 meeting. The budget was amended at the meeting and subsequently, the BIA board passed a motion to forward to Council for consideration. Council must approve the BIA budget and levy by By-law.

The revised budget addresses the cost for flowers that were awarded by tender to Minaker's at a cost of \$ 15,020. The revised beautification budget of \$21,200, also includes \$6,000 for barrel painting.

The budget includes \$20,800 for payroll expenses, \$7,394 for advertising, \$3,500 for events, as well as operating expenses to round out the budget.

The draft levy remains at the 2018 level of \$45,100.

In order to balance this budget \$6,134 is to be transferred from the BIA reserve.

The BIA finished the 2018 fiscal year with a \$4,470 surplus. This is added to the prior year accumulated surplus of \$3,044, leaving an accumulated surplus of \$7,515. The 2019 year end reserve balance will be \$1,381 if the full transfer from reserve is required to close the 2019 operations.

As the majority of the expenses listed have already occurred, staff feel that this budget is reasonable.

**APPLICABLE POLICY/LEGISLATION:**

*Municipal Act 2001, Section 204 – 215, Business Improvement Areas.*

**FINANCIAL CONSIDERATIONS:**

2019 BIA levy of \$45,100.

**CONSULTATIONS:**

BIA Board

**ATTACHMENTS:**

2019 BIA Draft Budget and By-law.

<b>APPROVAL</b>	<div data-bbox="315 1549 863 1558"></div> <div data-bbox="315 1570 643 1600"><b>Melanie Kirkby, Treasurer</b></div> <div data-bbox="315 1612 1435 1696">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.</div> <div data-bbox="315 1764 873 1772"></div> <div data-bbox="315 1780 600 1810"><b>Shellee Fournier, CAO</b></div>
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2019 Draft BIA Budget Presented July 11 - as amended

Line Item	DATE	Total Budget	
<b>REVENUE</b>			
<b>Town Levy</b>		\$ 45,100	
<b>Grant - Town Council</b>			
Santa Claus Parade		\$ 2,000	Approved Jan 2019
<b>Event Revenue</b>			
Santa Claus Parade	November 30, 2019	\$ 3,000	
<b>Transfer from Reserves</b>		\$ 6,134	
<b>BUDGET WITH EVENT REVENUES</b>		<b>\$ 56,234</b>	
<b>EXPENSES</b>			
<b>Beautifications:</b>			
Barrel Beautification		\$ 6,000	
Contribution to Seasonal Planters		\$ 15,200	
<b>TOTAL BEAUTIFICATIONS</b>		<b>\$ 21,200</b>	
<b>EVENT EXPENSES</b>			
Santa Claus Parade		\$ 3,000	
Festive Friday		\$ 500	
<b>TOTAL EVENT MISC. EXPENSES</b>		<b>\$ 3,500</b>	
<b>SUPPORT SERVICES OFFICE</b>			
BANK CHARGES		\$ 100	
Audit fee		\$ 1,080	
OFFICE SUPPLIES		\$ 400	
PRINTING SUPPLIES		\$ 150	
POSTAGE		\$ 50	
Share of Utilities		\$ 720	
TELEPHONE		\$ 600	
WIFI		\$ 240	
<b>TOTAL SUPPORT SERV. OFFICE</b>		<b>\$ 3,340</b>	
<b>BIA COORDINATOR payroll</b>		<b>\$ 20,800</b>	
<b>ADVERTISING &amp; MARKETING</b>			
Website & Social Marketing		\$ 500	
Event Advertising			
Santa Claus Parade		\$ 425	
Festive Friday		\$ 175	
<b>TOTAL EVENT ADVERTISING</b>		<b>\$ 1,100</b>	
<b>Special Projects &amp; Advertising</b>			
Tech Support		\$ 300	
Playhouse ad		\$ 2,474	
Chamber of Commerce ad		\$ 2,380	
Playhouse ad		\$ 640	
City Map		\$ 500	
<b>TOTAL ADVERTISING SUPPORT</b>		<b>\$ 6,294</b>	
<b>TOTAL REVENUES, LEVY + EVENT REVENUES</b>		<b>\$ 56,234</b>	
<b>TOTAL EXPENDITURES WITH EVENT EXPENSES</b>		<b>\$ 56,234</b>	
<b>BUDGET SURPLUS</b>		<b>\$ -</b>	

**CORPORATION OF THE TOWN OF GANANOQUE**

**BY-LAW NO. 2019-075**

**BEING A BY-LAW TO ADOPT THE 2019 BUSINESS IMPROVEMENT AREA (BIA)  
OPERATING AND CAPITAL BUDGET**

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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** Subsection 2 of Section 11 of the *Municipal Act*, 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by By-law;

**AND WHEREAS** the Council of The Town of Gananoque has prepared a budget including estimates of all sums it requires during the year 2019 for the purposes of the Town pursuant to Section 205 of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended;

**AND WHEREAS** the municipality shall annually raise the amount required for the purposes of a board of management, including any interest payable by the municipality on money borrowed by it for the purposes of the board of management;

**AND WHEREAS** Council reviewed Council Report-FIN-2019-04, and concurs with the staff recommendation;

**AND WHEREAS** the Council of The Corporation of the Town of Gananoque deems it appropriate to pass a By-law to adopt the 2019 Business Improvement Area (BIA) Operating and Capital Budget.

**NOW THEREFORE BE IT RESOLVED** that Council of the Corporation of the Town of Gananoque hereby enacts as follows:

1. That the 2019 Operating and Capital budget for the Business Improvement Area, attached hereto as Schedule 'A', is hereby adopted.
2. That the total 2019 amount to be raised from a special charge for Business Improvement Area shall be \$45,100.
3. That the Special Charge on each ratable property shall be set out and attached hereto as Schedule "B".
4. That this by-law come into force and effect as of January 1<sup>st</sup>, 2019.

Read a first, second and third time and finally passed this xx day of July, 2019.

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Ted Lojko, Mayor

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Penny Kelly, Clerk

**TOWN OF GANANOQUE**  
**General Ledger Trial Balance**



GL5030 (T)

Page : 1

Date : Jul 18, 2019

Time : 4:31 pm

Fiscal Year : 2019  
 Account : 1-4-7????-???? To 1-5-7????-????  
 Period : 1 To 12

Account Code	CC1	CC2	CC3	Account Name	Balance	Budget Amt - BV
FUND	1					
CLASS	4			REVENUE		
CATEGORY	70000			BIA		
1-4-70000-4000				BIA Levy	-45,100.02	-45,100
1-4-70000-4034				Grants	0.00	-2,000
1-4-70000-4070				Events Revenue	0.00	-3,000
1-4-70000-5901				Transfer from Reserves	0.00	-6,134
Category Total					-45,100.02	-56,234
REVENUE Total					-45,100.02	-56,234
CLASS	5			EXPENDITURE		
CATEGORY	70000			BIA		
1-5-70000-5101				FT wages	14,643.20	20,800
1-5-70000-5102				PT wages	4,600.96	0
1-5-70000-5115				EHT	375.21	0
1-5-70000-5116				Source Deductions	1,287.50	0
1-5-70000-5118				WSIB	596.00	0
1-5-70000-5301				Ads, Publications, Subscriptions	4,941.47	7,394
1-5-70000-5317				Office Supplies	0.00	600
1-5-70000-5320				Telephone / Internet	350.00	840
1-5-70000-5331				Electricity	720.00	720
1-5-70000-5401				Audit Fees	0.00	1,080
1-5-70000-5431				Beautification	5,950.27	21,200
1-5-70000-5432				Events	0.00	3,500
1-5-70000-5503				Bank Fees	0.00	100
Category Total					33,464.61	56,234
EXPENDITURE Total					33,464.61	56,234
OPERATING Total					-11,635.41	0
REPORT TOTAL					-11,635.41	0

2019 Business Improvement Area - Special Charge Calculation

**1-4-70000-4000**

		2019 Total Levy	\$45,100
		Total Assessment	10,494,618
		Tax Rate	0.00429744
ROLL NO.	PROPERTY ADDRESS	Assessment	Levy
015 00400	50 KING ST EAST	165,750	\$ 712.30
015 00500	66 KING ST EAST	104,875	\$ 450.69
015 00600	80 KING ST EAST	276,722	\$ 1,189.20
015 00700	82 KING ST EAST	103,000	\$ 442.64
015 00800	84 KING ST EAST	201,000	\$ 863.79
015 00900	90-96 KING ST EAST	151,050	\$ 649.13
015 01100	98 KING ST EAST	385,450	\$ 1,656.45
015 01200	100 KING ST EAST	462,000	\$ 1,985.42
015 01201	110 KING ST EAST	493,000	\$ 2,118.64
015 01300	118 KING ST EAST	81,200	\$ 348.95
015 01400	124 KING ST EAST	252,550	\$ 1,085.32
015 01500	126-128 KING ST EAST	153,500	\$ 659.66
015 01600	130 KING ST EAST	128,559	\$ 552.47
015 01700	134-140 KING ST EAST	102,125	\$ 438.88
015 01800	146 KING ST EAST	139,725	\$ 600.46
015 01900	154 KING ST EAST	257,750	\$ 1,107.67
015 02000	162-164 KING ST EAST	130,500	\$ 560.82
015 02100	166-168 KING ST EAST	161,375	\$ 693.50
015 02200	170 KING ST EAST	356,500	\$ 1,532.04
015 02300	174-178 KING ST EAST	185,180	\$ 795.80
015 02400	180 KING ST EAST	167,982	\$ 721.89
015 02500	186 KING ST EAST	142,000	\$ 610.24
015 02600	190 KING ST EAST	162,500	\$ 698.33
015 02700	192-194 KING ST EAST	186,250	\$ 800.40
015 02800	198 KING ST EAST	179,875	\$ 773.00
020 23601	5 KING ST EAST	212,000	\$ 911.06
020 23700	9-15 KING ST EAST	787,475	\$ 3,384.13
020 23701	21 KING ST EAST	238,550	\$ 1,025.15
020 23800	25-33 KING ST EAST	101,525	\$ 436.30
020 23900	37 KING ST EAST	127,100	\$ 546.20
020 24000	39-41 KING ST EAST	101,900	\$ 437.91
020 24100	43-45 KING ST EAST	48,000	\$ 206.28
020 24500	65 KING ST EAST	245,550	\$ 1,055.24
020 24600	71-75 KING ST EAST		\$ -
020 24700	79-81 KING ST EAST	263,000	\$ 1,130.23

020 24800	87-95 KING ST EAST	182,125	\$ 782.67
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ROLL NO.	PROPERTY ADDRESS	Assessment	Levy
020 24900	99 KING ST EAST	292,125	\$ 1,255.39
020 25000	101 KING ST EAST	362,000	\$ 1,555.67
020 25100	107-113 KING ST EAST	288,000	\$ 1,237.66
020 25200	115-119 KING ST EAST	61,500	\$ 264.29
020 25300	123-129 KING ST EAST	130,225	\$ 559.63
020 25400	135 KING ST EAST	260,500	\$ 1,119.48
020 25500	141 KING ST EAST	111,000	\$ 477.02
020 25600	147 KING ST EAST	174,250	\$ 748.83
020 25700	155 KING ST EAST	265,250	\$ 1,139.90
020 25800	161 KING ST EAST	235,500	\$ 1,012.05
020 25900	163-167 KING ST EAST	119,375	\$ 513.01
020 26000	169-179 KING ST EAST	315,500	\$ 1,355.84
020 26100	179-183 KING ST EAST	114,500	\$ 492.06
020 26200	185 KING ST EAST	73,000	\$ 313.71
020 26400	191-197 KING ST EAST	254,250	\$ 1,092.62
Total BIA Levy			\$ 45,100.00





# G NANOQUE

**Council Report – RECM-2019-07**

**Date:** July 24, 2019

☐ **IN CAMERA**

**Subject:** Construction of Gord Brown Memorial (GBM) Canada 150 Rink  
– Award of Tender

**Author:** Adam McCluskey, Project Manager

☒ **OPEN SESSION**

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**RECOMMENDATION:**

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE DIRECTS STAFF TO PURSUE NEGOTIATIONS AND VALUE ENGINEERING WITH SEAWAY CONSTRUCTION & MANAGEMENT INC., FOR THE CONSTRUCTION OF THE GORD BROWN MEMORIAL 150 RINK, AS PRESENTED IN COUNCIL REPORT RECM-2019-07.

**STRATEGIC PLAN COMMENTS:**

Sector #4 – Quality of Life – Strategic Initiative #1 – To ensure the recreation needs of our community are being met in fiscally responsible manner.

**BACKGROUND:**

The Town of Gananoque received the award of the Canada 150 Rink in September of 2018. Thanks to the efforts of staff and volunteers on the fundraising committee, several grants were secured to help cover costs for the construction of the NHL sized rink at the Lou Jeffries Arena site. Eastern Engineering was awarded the contract as lead consultant for the design and construction of the GBM 150 outdoor rink. The Town has previously bulk purchased construction materials to take advantage of funding deadlines and also hired a refrigeration specialist separately to design the infrastructure for refrigeration plant. As the last step in the completing phase 1 of the Gord Brown Memorial Canada 150 rink, a constructor is now needed to commence the physical work to bring this project to reality.

**INFORMATION/DISCUSSION**

The Town advertised tender RECM-2019-8610A on biddingo.com and the Town's website on July 5<sup>th</sup>, 2019 for the construction of the Gord Brown Memorial 150 Rink with a closing date and time of July 19<sup>th</sup>, 2019 at 12:00 pm. The Town received four (4) bids for this RFQ. The tenders were opened at Town Hall at 12:00 pm on July 19<sup>th</sup>, 2019 with Treasurer, Melanie Kirkby and Manager of Parks & Recreation, Kari Lambe in attendance.

The submission is as follows:

<b>Bidder</b>	<b>Amount exc HST</b>
SEAWAY Construction & Management Inc.	\$626,342
Gordon Barr Limited	\$708,745
Frecon Construction Limited	\$823,000
Richard D Steele Construction	\$975,794

Staff reviewed the submissions thoroughly ensuring that the proposals met the spirit and specifications required in the revised tender. SEAWAY Construction & Management Inc. (SEAWAY) was the lowest bidder while providing the best value to the Town.

Further, it is important to note that the amount of each bid includes a cash allowance of \$150,000 for refrigeration infrastructure, which was approved by Council in report RECM-2019-05 on June 4<sup>th</sup>, 2019. Meaning the low bid received from SEAWAY Construction and Management Inc., subtracting the cash allowance is \$476,342.

Working with SEAWAY and our engineering consultant, staff will work to remove non-critical infrastructure from the scope in order to bring the construction costs within budget and bring the GBM150 project to fruition. Examples of non-critical infrastructure include:

Item	Amount
Score board installation	\$25,186
Board Installation	\$45,600
Lighting Installation	\$52,440
Sodding/Topsoil	\$7,182
<b>Total</b>	<b>\$130,408</b>

Further value engineering opportunities exist with the Concrete Ice Pad at \$204,510. By deferring structural tie-ins for the future phase 4 Roof, the total cost of this line item will decrease significantly. Once negotiations reach the fundraising target, staff will bring back a report to award the tender as amended.

#### **APPLICABLE POLICY/LEGISLATION:**

Procurement By-law No. 2015-087

#### **FINANCIAL CONSIDERATIONS:**

All capital costs for the construction of the GBM150 are 100% grant or fund risen. Below is a chart of monies received from either grants or the fund raising committee to date, note that other amounts have been confirmed but not yet received so they are not currently reported.

Source	Amount
1000 Islands CDC	\$112,227
Thousand Islands Accommodation Partners	\$125,000
Canada 150 Grant	\$150,000
Town Capital (Zamboni)	\$109,220.12
Donations	\$252,057.52
Farm Credit Canada (pending)	\$25,000
<b>Total</b>	<b>\$773,504.64</b>

Below are expenditures already incurred for the GBM 150 project

Source	Amount
Eastern Engineering	\$99,075
Building Materials	\$119,915.06
Site Work (Survey, Topographical study,etc)	\$11,781.83
Zamboni	\$109,220.12
CIMCO	\$150,000.00
<b>Total</b>	<b>\$489,992.01</b>

Source	Amount
Funds Received to date	\$648,504.64
TIAP Contribution pending	\$100,000.00
Farm Credit Canada (pending)	\$25,000
Expenditures to date	\$489,992.01
<b>Balance Remaining for Construction</b>	<b>\$283,512.63</b>

Staff will complete negotiations as quickly as possible while working to receive the committed sums in order to complete the project.

**CONSULTATIONS:**

Melanie Kirkby - Treasurer

**ATTACHMENTS:**

Seaway Bid

<b>APPROVAL</b>	<div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> <div>Adam McCluskey, Project Manager</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> <div>Melanie Kirkby, Treasurer</div> <div>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.</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> <div>Shellee Fournier, CAO</div>
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## TOWN OF GANANOQUE

**TENDER CLOSING DATE:** Friday July 19<sup>th</sup> at 12:00pm Local Time

**MANDATORY SITE MEETING:** Wednesday July 10<sup>th</sup> at 10:00am Local Time  
At the Lou Jeffries Arena

**QUESTIONS DEADLINE:** Friday July 12<sup>th</sup> at 12:00pm Local Time

**TENDER FOR:** **CONSTRUCTION OF GORD BROWN  
MEMORIAL 150 RINK**

**UNDER CONTRACT NO. 8610A**

**BY:** SEAWAY CONSTRUCTION & MANAGEMENT INC  
Name of Firm or Individual (Herein Referred to as "The Contractor")

380 HERBERT ST. SUITE E, GANANOQUE ON K7G 1R1  
Address

BRAD GALLIAH  
Name of Person Signing for Firm

PRESIDENT  
Office of Person Signing for Firm

Owner

Town of Gananoque  
30 King Street East,  
Gananoque, ON  
K7G 2T6

Consulting Engineers

Eastern Engineering Group Inc.  
100 Strowger Blvd., Suite 207  
Brockville, Ontario  
K6V 5J9

TOWN OF GANANOQUE  
30 King Street East,  
Gananoque, ON  
K7G 2T6

**TENDER FOR CONTRACT  
NO. 8610A**

Mayor and Council as a whole:

The Contractor has carefully examined the Provisions, Plans, Specifications and Conditions referred to in the Schedule of Provisions, Plans, Specifications and Conditions, and Addenda Nos. 1 to 2 \* attached hereto as part of this Tender and has carefully examined the site and location of the work to be done under this Contract, and the Contractor understands and accepts the said Provisions, Plans, Specifications and Conditions and, for the prices set forth in this Tender, hereby offers to furnish all machinery, tools, apparatus and other means of construction, furnish all materials and to complete the work in strict accordance with the Provisions, Plans, Specifications and Conditions referred to in said Schedule.

Attached to this Tender is a certified cheque or bid bond in the amount required by the Special Provisions made payable to TOWN OF GANANOQUE. The proceeds of this cheque or bid bond shall be forfeited to the Owner if the Contractor fails to file with the Owner the completed Performance Bond in accordance with Section A of the "Special Provisions for Contract", and executed Form of Agreement for the performance of the work prepared by the Owner in accordance with this Tender and the Provisions, Plans, Specifications and Conditions referred to in the said Schedule within ten (10) days from the date of Acceptance of the Tender.

Notifications of Acceptance may be given and delivery of the Form of Agreement made by prepaid post addressed to the Contractor at the address contained in this Tender.

\*The Tenderer will insert the numbers of the addenda received by them during the tender period and taken into account by them in their Tender.

\*\*Bids will only be accepted by Contractors who attend the mandatory site meeting on July 10<sup>th</sup>, at 10:00am. Site meeting will be held at the Lou Jefferies Arena

\*\*\*Only those questions submitted in writing to the consulting Engineer will be responded to. All questions will be received in reference to this contract until July 12<sup>th</sup>, 12:00 pm local time.

In accordance with the first paragraph of this Tender the Contractor hereby offers to complete the work specified in the Contract for the following prices for:

**CONTRACT NO. 8610A PHASE 1**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL
1	S.P.	Environmental Protection	L.S.	L.S.	\$ 1710. <sup>00</sup>	\$ 1710. <sup>00</sup>
2	S.P.	Site Preparation	L.S.	L.S.	\$ 17980.08	\$ 17,980.08
3	S.P.	Earth Excavation (Grubbing/Grading)	L.S.	L.S.	\$ 26,983.86	\$ 26,983.86
4	S.P.	Storm Subdrain	per each	100	\$ 176.70	\$ 17,670. <sup>00</sup>
5	S.P.	HDPE Catchbasin	per each	5	\$ 2850. <sup>00</sup>	\$ 14,250. <sup>00</sup>
6	S.P.	19mm Water Service	per m	16	\$ 348.22	\$ 5571.59
7	S.P.	Yard Hydrant Set	per each	1	\$ 1710. <sup>00</sup>	\$ 1710. <sup>00</sup>
8	S.P.	Sodding including placing of Topsoil	per m <sup>2</sup>	420	\$ 17.10	\$ 7182. <sup>00</sup>
9	S.P.	100mm Utility Duct PVC	per m	190	\$ 79.80	\$ 15,162. <sup>00</sup>
10	S.P.	Concrete Ice Pad	L.S.	L.S.	\$ 204,510.30	\$ 204,510.30
11	S.P.	Ice Pad Base	L.S.	L.S.	\$ 22,923.12	\$ 22,923.12
12	S.P.	Lighting Installation	L.S.	L.S.	\$ 52,440. <sup>00</sup>	\$ 52,440. <sup>00</sup>
13	S.P.	Score board Installation	L.S.	L.S.	\$ 25,186.02	\$ 25,186.02
14	S.P.	Refrigeration Piping	CASH ALLOWANCE		\$ 162,750.00	\$ 162,750.00
15	S.P.	Board Installation	L.S.	L.S.	\$ 45,600. <sup>00</sup>	\$ 45,600. <sup>00</sup>
Prov.1	S.P.	Granular 'A'	per tonne	100	\$ 24.05	\$ 2405. <sup>00</sup>
Prov.2	S.P.	Granular 'B', Type II (Modified)	per tonne	100	\$ 23.09	\$ 2309. <sup>00</sup>
<b>Total Bid Price, Phase 1</b>					<b>\$</b>	<b>626,342.91</b>

S.P. – Special Provisions.

The following form or an acceptable alternative must be completed and attached to the tender submitted.

**AGREEMENT TO BOND**

Bond No. \_\_\_\_\_

We, the undersigned, hereby agree to become bound as Surety for

S/A

\_\_\_\_\_  
(Name of Tenderer)

in a bond totaling One Hundred Percent (100%) of the Contract Amount, and conforming to the Instruments of the Contract attached hereto, for the full and due performance of the work shown as described herein if the Tender for \_\_\_\_\_ is accepted by the Owner.

It is a Condition of this Agreement, that, if the above-mentioned Tender is accepted, application for the required Performance Bond shall be made to the undersigned within ten (10) days of acceptance of the Tender related thereto, otherwise this Agreement shall be null and void.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Name of Bonding Company

(Company Seal)

\_\_\_\_\_  
Signature of Authorized Person  
Signing for Bonding Company

\_\_\_\_\_  
Position

The work specified in the Contract will be performed in strict accordance with the following Provisions, Plans, Specifications and Conditions for Contract No. 8610A.

## **SCHEDULE OF PROVISIONS, PLANS, SPECIFICATIONS AND CONDITIONS**

### **1. SPECIAL PROVISIONS**

- A) Tender and Bonding Requirements – Attached
- B) General Special Provisions for Contract No. 8610A - Attached
- C) Item Special Provisions for Contract No. 8610A - Attached
- D) Standard Drawings – Welmar Dashboard Shop Drawings - Attached

### **2. PLANS**

Book of Contract Drawings, Contract No. 8610A, Sheets:

C1 - Existing Conditions and Removals Plan

C2 - Site Plan

C3 - Grading and Servicing Plan

C4 – Details

S0 – Foundation Structural Notes

F1 – Foundation Plan

F2 – Foundation Details

E1 – Electrical Notes and Schedule

E2 – Electrical Site Plan

### **3. STANDARD SPECIFICATIONS**

The Municipal-oriented Ontario Provincial Standards in affect when the call for Tenders for this Contract was advertised shall apply for the duration of the Contract. All references within this specification to an OPSS shall be deemed to mean OPSS.MUNI, unless use of a provincial-oriented specification is specified in these Contract Documents. When there is not a corresponding municipal-oriented specification, the references below shall be considered to be the OPSS listed, unless use of a provincial-oriented specification is specified in these Contract Documents. All references contained within the specifications below shall apply.

The following Ontario Provincial Standard Specifications apply to and form part of this Contract:

102	MUNI 120	127
128	MUNI 180	201
MUNI 206	MUNI 212	310
MUNI 314	351	MUNI 353
MUNI 355	MUNI 401	MUNI 402
MUNI 403	405	407
408	MUNI 410	MUNI 441



MUNI 442  
506  
MUNI 518  
802  
1001  
MUNI 1004  
MUNI 1102  
1302  
1306  
MUNI 1315  
1850

490  
MUNI 510  
MUNI 539  
803  
MUNI 1002  
MUNI 1010  
1150  
MUNI 1303  
1308  
MUNI 1820  
2501

MUNI 501  
MUNI 517  
MUNI 706  
MUNI 804  
MUNI 1003  
MUNI 1101  
1301  
1305  
1312  
1841

Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD) form part of this Contract.

The text of all OPSS's is contained in the manual "Ontario Provincial Standard Specifications."

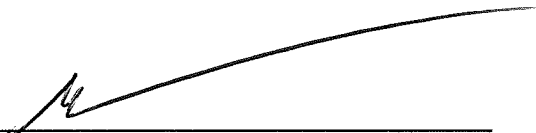
The OPSD's are contained in the Manual of Ontario Provincial Standard Drawings.

4. GENERAL CONDITIONS


OPSS MUNI General Conditions of Contract, November, 2018

The Contractor by this Tender offers to complete this Contract in accordance with the terms contained herein.

DATED AT: CANADQUE this 19TH day of JULY, 2019.

  
\_\_\_\_\_  
Witness

Seal, if applicable

  
\_\_\_\_\_  
Signature of Authorized Person  
Signing for Contractor.  
  
PRESIDENT  
\_\_\_\_\_  
Position

This is the 7<sup>th</sup> and last page of 7 pages to be submitted as the Tender bid for this Contract.



**MOTION / RESOLUTION OF COUNCIL**

<b>DATE:</b> July 24, 2019		
<b>Subject: Confirming By-law – July 24, 2019</b>		
<b>MOVED BY:</b>		
<b>SECONDED BY:</b>		
<p>BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2019-076, BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS SPECIAL MEETING HELD ON JULY 24<sup>TH</sup>, 2019, BE READ THREE TIMES AND FINALLY PASSED THIS 24<sup>TH</sup> DAY OF JULY, 2019.</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		