



COMMITTEE OF THE WHOLE MEETING AGENDA

On May 21, 2019

In Town Hall Council Chambers, 2nd Floor – 30 King Street East

1.	Call Meeting to Order (Immediately following the Regular Council Meeting)
2.	Disclosure of Pecuniary Interest & General Nature Thereof
3.	Approval of Minutes (Adoption) – May 7, 2019
4.	Public Question/Comment (Only Addressing Reports On The Agenda)
5.	Disclosure of Additional Items
6.	Public Meeting – None
7.	Notice of Motion
	1. Transit Services for Gananoque – Mayor Ted Lojko
8.	Unfinished Business – None
9.	Delegations
	1. St. Lawrence Corridor Economic Development Commission (SLCEDC) – Bob Anderson, Charlie Mignault, and Michael Adamcryck
10.	Presentations by Staff (Others) – None
11.	Correspondence
	1. Brett Gibson – Lou Jeffries 14 th Annual Scholarship Game – Request for Council Grant
	2. Gordon Barr Ltd. – Contract Notification – MTO Contract 2018-4002 – Old Highway 2 and 1000 Islands Parkway
	3. Ministry of Transportation – Changes to Ontario’s Enhanced Driver’s Licence Program
	4. Leeds, Grenville & Lanark District Health Unit – Municipal Role in Potential Rabies Follow-Up
	5. Larry L. Steacy – Pine Street Proposed Changes
	6. Minutes – Economic Development Advisory Panel – March 12 and April 11, 2019 Minutes

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.

	7. Minutes – Environment Advisory Panel – April 18, 2019
	8. Minutes – Heritage Advisory Panel – March 14 and April 17, 2019
12.	Staff Reports
	Accounts Payable – May 1 to May 15, 2019
	Melanie Kirkby, Treasurer
	COW-FIN-2019-17 – Capital Matters Pending
	Paul McMunn, Manager of Public Works
	COW-RDS-2019-04 – Cold Milling of Existing Asphalt and Hot Mix Paving on Streets at Various Locations – Award of Tender
	Shellee Fournier, CAO
	COW-CAO-2019-01 – Thousand Island Day Care – Amending Lease Agreement
13.	Discussion of Additional Items
14.	Next Regular Meeting – June 4, 2019
15.	Questions From the Media
16.	Adjournment

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



COMMITTEE OF THE WHOLE MEETING MINUTES

On Tuesday, May 7, 2019

At Town Hall Council Chambers, 2nd Floor, 30 King Street East

COMMITTEE MEMBER PRESENT		STAFF PRESENT
Chair:	Adrian Haird	Melanie Kirkby, Treasurer
Members:	Ted Lojko	Penny Kelly, Clerk/CEMC
	Dave Anderson	Cyril Cooper, Manager of Economic Development
	Matt Harper	Brenda Guy, Manager of Community Development
	Mike Kench	Kari Lambe, Manager of Parks and Recreation
	Dennis O'Connor	Paul McMunn, Manager of Public Works
	David Osmond	Steve Tiernan, Fire Chief
Regrets:		Shellee Fournier, CAO

1.	Call Meeting to Order
	Councillor Haird chaired the meeting. The meeting was called to order at 7:07 PM.
2.	Disclosure of Pecuniary Interest & General Nature Thereof – None
3.	Approval of Minutes – April 16, 2019
	Moved by: Councillor O'Connor BE IT RESOLVED THAT THE COMMITTEE OF THE WHOLE ADOPTS THE MINUTES FROM TUESDAY, APRIL 16 th , 2019 MEETING. <p style="text-align: right;">CARRIED – UNANIMOUS</p>
4.	Public Question / Comment (Only addressing Reports on Agenda)
	Members of the public spoke to Reports listed on the Agenda.
5.	Disclosure of Additional Items – None
6.	Public Meeting – None
7.	Unfinished Business – None
8.	Delegations
	1. Neil McCarney – Gananoque Boat Lines – Change of Ownership <ul style="list-style-type: none"> • Neil McCarney appeared before the Committee of the Whole and introduced Kenneth Svendsen, the new Owner of the Boat Lines and CEO of Entertainment Cruises. • Mr. Svendsen provided a PowerPoint presentation entitled “Introducing Entertainment Cruises”. • Members of the Committee welcomed Kenneth to the Town and thanked Neil for his years of service running the Gananoque Boat Lines.

	<p>2. Brian Tunnicliffe, Gananoque Lions and Randy Jenkins, Gananoque Rotary Club – Ribfest</p> <ul style="list-style-type: none"> • Lion Brian Tunnicliffe and Rotarian Randy Jenkins appeared before the Committee of the Whole and presented a PowerPoint presentation providing an overview of the services that the Gananoque Lions Club and Gananoque Rotary Club provide throughout the Town. • The Lions and Rotary Clubs requested that the Committee consider reducing or eliminating the cost of using Town Hall Park for the 2018 and 2019 Ribfest. <p>**Report COW-RECM-2019-05, entitled “Ribfest – Request for Support”, was dealt with at this point.</p>
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COW-RECM-2019-05 – Ribfest – Request for Support

	<p>**Moved by Councillor Harper to amend the recommendation to add “AND FURTHER, PRE-APPROVE A COMMUNITY GRANT TO WAIVE THE RIBFEST FEES FOR THE YEARS 2020, 2021 AND 2022” – Carried – 4 Ayes, 3 Nays</p> <p>Moved by: Councillor O’Connor: AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE APPROVES OPTION #1 (PROVIDE THE GANANOQUE 1000 ISLANDS RIBFEST COMMITTEE WITH THE SUPPORT OUTLINED WITH A VALUE OF \$1,808.00 FOR 2018, AND; \$2,250.00, PLUS APPLICABLE TAXES FOR 2019 IN WAIVED REVENUE VIA A COMMUNITY GRANT (CASH AND IN-KIND), CONCERNING THE RIBFEST REQUEST, AS PRESENTED IN COW REPORT RECM-2019-05,</p> <p>AND FURTHER, PRE-APPROVE A COMMUNITY GRANT TO WAIVE THE RIBFEST FEES FOR THE YEARS 2020, 2021 AND 2022.</p> <p style="text-align: right;">CARRIED – 4 Ayes, 3 Nays, as amended</p>
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9.	Presentations By Staff (Others) – None
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10.	Correspondence
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	<ol style="list-style-type: none"> 1. United Counties of Leeds and Grenville – Media Release – Announcement by Provincial Government that Municipal Land Ambulance Services are to be Restructured 2. Leeds, Grenville and Lanark District Health Unit – Update on Funding of Public Health 3. Leeds, Grenville and Lanark District Health Unit – Board of Health Meeting – April 18, 2019 Summary 4. Leeds, Grenville and Lanark District Health Unit – Letter to Ministers 5. The Town of Prescott – Southern Ontario Library Services (SOLS) – Provincial Funding Cuts and Ministry of Health and Long-Term Care – Decrease Provincial / Municipal Funding Cuts – Requests for Support <p>Moved by: Councillor Anderson AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE SUPPORTS THE TOWN OF PRESCOTT’S</p>
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RESOLUTIONS REGARDING SOUTHERN ONTARIO LIBRARY SERVICES (SOLS) – PROVINCIAL FUNDING CUTS AND THE MINISTRY OF HEALTH AND LONG-TERM CARE – DECREASE PROVINCIAL / MUNICIPAL FUNDING CUTS.

CARRIED – UNANIMOUS

6. United Counties of Leeds and Grenville – Media Release – Highlight of Meetings Held on April 9 and 25, 2019

7. **Thousand Island ATV Club (TIATVC) – Request to Extend ATV Route in Gananoque**

Moved by: Councillor O'Connor

AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE DIRECTS STAFF TO INVESTIGATE THE FEASIBILITY OF EXTENDING THE ATV ACCESS ROUTE, AS REQUESTED / PROVIDED BY THE THOUSAND ISLAND ATV CLUB (TIATVC) UNDATED CORRESPONDENCE AND BRING BACK A REPORT FOR THE COMMITTEE'S REVIEW AND CONSIDERATION.

CARRIED – UNANIMOUS

8. **Thousand Island Youth Boxing Club – Request for Council Grant to offset Arena Fees for Thousand Islands Fight Night**

Moved by: Councillor O'Connor

AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE APPROVES A COUNCIL GRANT IN THE AMOUNT OF \$500.00, TO THE THOUSAND ISLAND YOUTH BOXING CLUB TO ASSIST IN OFFSETTING THE ARENA FEES FOR THE THOUSAND ISLANDS FIGHT NIGHT EVENT.

CARRIED – UNANIMOUS

9. **Gananoque Public Library – Southern Ontario Library Services (SOLS) – Provincial Funding Cuts**

Moved by: Councillor O'Connor

AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVES AND APPROVES THE GANANOQUE PUBLIC LIBRARY CORRESPONDENCE DATED APRIL 30, 2019, AND AUTHORIZES THE CHIEF LIBRARIAN TO CIRCULATE SAID LETTER TO OTHER LIBRARIES,

AND FURTHER, DIRECT STAFF TO FORWARD A COPY OF COUNCIL'S RESOLUTION AND SAID CORRESPONDENCE TO THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO (AMO) AND MUNICIPALITIES.

CARRIED – UNANIMOUS

10. Cataraqui Region Conservation Authority (CRCA) – Financial Statements for Year Ending December 31, 2018

11.	Staff Reports
Accounts Payable – April 11 to May 1, 2019	
	<p>Moved by: Councillor O'Connor: AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVES THE STATEMENT OF ACCOUNTS PAYABLE FOR CHEQUES ISSUED FROM APRIL 11 TO MAY 1, 2019 TOTALLING \$484,488.27, AS PRESENTED.</p> <p style="text-align: right;">CARRIED – UNANIMOUS</p>
COW-FIN-2019-15 – Community Grants 2019 – Intake 2	
	<p>Community Grants 2019 – Intake 2 – Thousand Islands Boat Museum (TIBM)</p> <p>Moved by: Councillor O'Connor: AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE APPROVES THE COMMUNITY GRANTS ADVISORY PANEL INTAKE TWO 2019 RECOMMENDATION TO GRANT \$6,000 TO THE THOUSAND ISLANDS BOAT MUSEUM (TIBM) TOWARDS THE COST OF THE TIBM BOATHOUSE OPENING CELEBRATION, AS PRESENTED IN COMMITTEE OF THE WHOLE REPORT FIN-2019-15.</p> <p style="text-align: right;">CARRIED – 5 Ayes, 2 Nays</p>
	<p>Community Grants 2019 – Intake 2 – Professional Sport Fishing Organization</p> <p>**Moved by Mayor Lojko to amend the recommendation to remove “\$7,500” and replace with “\$5,000”. Carried – Unanimous</p> <p>Moved by: Councillor O'Connor AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE APPROVES THE COMMUNITY GRANTS ADVISORY PANEL INTAKE TWO 2019 RECOMMENDATION TO GRANT \$5,000 TO THE PROFESSIONAL SPORT FISHING ORGANIZATION TOWARD THE COST OF THE B1 FISHING EVENT, AS PRESENTED IN COMMITTEE OF THE WHOLE REPORT FIN-2019-15.</p> <p style="text-align: right;">CARRIED – UNANIMOUS, as amended</p>
	<p>Community Grants 2019 – Intake 2 – Shaping Words Event</p> <p>Moved by: Councillor O'Connor AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE APPROVES THE COMMUNITY GRANTS ADVISORY PANEL INTAKE TWO 2019 RECOMMENDATION TO GRANT \$1,000 TOWARD THE COST OF THE SHAPING WORDS EVENT, AS PRESENTED IN COMMITTEE OF THE WHOLE REPORT FIN-2019-15.</p> <p style="text-align: right;">CARRIED – 5 Ayes, 2 Nays</p>

	<p>Community Grants 2019 – Intake 2 – Arthur Child Heritage Museum (ACHM)</p> <p>Moved by: Councillor O’Connor AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE APPROVES THE COMMUNITY GRANTS ADVISORY PANEL INTAKE TWO 2019 RECOMMENDATION TO GRANT \$500 TO THE ARTHUR CHILD HERITAGE MUSEUM (ACHM) TOWARD THE COST OF THE GANANOQUE HERITAGE DAY EVENT, AS PRESENTED IN COMMITTEE OF THE WHOLE REPORT FIN-2019-15.</p> <p style="text-align: right;">CARRIED – 6 Ayes, 1 Nay</p>
<p>COW-FIN-2019-16 – Municipal Accommodation Tax Update</p>	
	<p>**Moved by Mayor Lojko to amend the recommendation to add “AND FURTHER DIRECT STAFF TO IMPLEMENT MAT EFFECTIVE OCTOBER 31, 2019, AND THAT STAFF CONTINUE TO NEGOTIATE WITH ALL STAKEHOLDERS TO ESTABLISH A MECHANISM TO IMPLEMENT THE PROCESS.” – CARRIED – 5 Ayes, 2 Nays</p> <p>Moved by: Councillor O’Connor: AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVES THE MUNICIPAL ACCOMMODATION TAX (MAT) UPDATE FOR INFORMATION PURPOSES, AS PRESENTED IN COW REPORT FIN-2019-16,</p> <p>AND FURTHER DIRECT STAFF TO IMPLEMENT MAT EFFECTIVE OCTOBER 31, 2019, AND THAT STAFF CONTINUE TO NEGOTIATE WITH ALL STAKEHOLDERS TO ESTABLISH A MECHANISM TO IMPLEMENT THE PROCESS.</p> <p style="text-align: right;">CARRIED – 5 Ayes, 2 Nays, as amended</p>
<p>COW-CD-2019-09 – Lease Agreement – 2 King Street East (Christopher)</p>	
	<p>Moved by: Councillor O’Connor: AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS A BY-LAW, BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN A RENEWAL AGREEMENT WITH JAYNE CHRISTOPHER FOR LEASING THE PROPERTY OF 2 KING STREET EAST FOR TWO (2) YEARS PLUS A ONE (1) YEAR OPTION TO RENEW, AS PRESENTED IN COW REPORT CD-2019-09.</p> <p style="text-align: right;">CARRIED – 6 Ayes, 1 Nay</p>
<p>COW-FIRE-2019-01 – 2019 First (1st) Quarter Fire Report</p>	
	<p>Moved by: Councillor O’Connor: AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVES THE 1ST QUARTER FIRE REPORT FOR INFORMATION PURPOSES, AS PRESENTED IN THE COW REPORT FIRE-2019-02.</p> <p style="text-align: right;">CARRIED – UNANIMOUS</p>

12.	Discussion of Additional Items – None
13.	Next Meeting – May 21, 2019
14.	Questions from the Media – None
15.	Adjournment
	<p>Moved by: Councillor O'Connor Be it resolved that the Committee of the Whole hereby adjourns the May 7, 2019, meeting at 9:13 PM.</p> <p style="text-align: right;">CARRIED – UNANIMOUS</p>
<p>_____</p> <p>Adrian Haird, Chair</p>	<p>_____</p> <p>Penny Kelly, Clerk</p>



MOTION / RESOLUTION OF COMMITTEE OF THE WHOLE

Date: May 21, 2019	
Subject: Notice of Motion – Transit Services for Gananoque	
Moved by:	
<p>AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE AUTHORIZES THE MAYOR AND STAFF TO EXPLORE THE CONCEPT OF PROVIDING TRANSIT SERVICES FOR THE TOWN OF GANANOQUE WITH DESERONTO TRANSIT (IN PARTNERSHIP WITH THE TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS) AND BRING BACK A REPORT OF FINDINGS FOR COUNCIL’S CONSIDERATION.</p>	

Ayes _____ **Nays** _____

Carried: _____

Defeated: _____

Tabled/Postponed: _____

_____ Chair

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		



Suite 312 2288 Parkedale Avenue,
Brockville, ON, K6V 3G9

RECEIVED APR 01 2019

Town of Gananoque
30 King Street East
P.O. Box 100
Gananoque, Ontario
K7G 2T6

March 1, 2019

Re: Letter of Request

Mayor Lojko and Members of Council,

The St. Lawrence Corridor Economic Development Commission ("SLCEDC") is a collaboration between seven municipalities across the St. Lawrence River. This organization has a unified goal of increasing jobs through a focus on Industrial and Commercial Growth. The SLCEDC is formally requesting to appear as a delegation at your council to present an opportunity for the Town of Gananoque to join the SLCEDC as a full Member.

The SLCEDC was incorporated on June 16, 2017, and the Commissioner hired February 1, 2018. The organization quickly adopted the mission to focus on the attraction of new industrial and commercial employers to the region, increasing the quantity and quality of job opportunities for our residents along with assisting existing businesses to expand.

The organization is governed by a Board of Directors, with each Municipality's Mayor and an industrial representative as appointed by their council serving as directors, with one non-voting board position allocated to St. Lawrence College. The organization is currently funded through a municipal levy of \$4/capita from the Member Municipalities. The SLCEDC has incurred several one-time costs to start-up the organization and it would be expected any future Members would pay a one-time fee to recognize the establishment of this infrastructure.

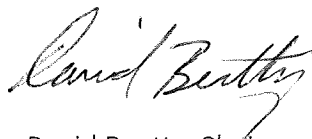
The SLCEDC, through a sales focus, has realized success quickly. To date over \$1.3M in new investments have been made directly into businesses as a result of the SLCEDC's activities. The SLCEDC has been successful in attracting two new companies to the region who have expressed a commitment for 70 new jobs and multi-million dollar capital investments in infrastructure and equipment. This success was realized in the first 12 months after the Commissioner was hired.

The SLCEDC is led by Mr. Charlie Mignault, Commissioner whose experience and expansive business network have played an integral part in this success. Along with Mr. Mignault, a key component to this success has been the collective strength of the seven Member municipalities

The SLCEDC will bring the full resources of the organization, including C. Mignault, to market the Town of Gananoque as part of the St. Lawrence Corridor. This will be accomplished through partnership and collaboration with the Town of Gananoque's Economic Development Team. These collective resources will be utilized to attract new companies along with assisting existing companies to reach their growth potential. The addition of the Town of Gananoque to the SLCEDC assists the SLCEDC's sales and marketing efforts through adding your strengths such as the legacy of industrial success, talented workforce, and municipal leadership along with providing a greater geographic reach for the SLCEDC. All of this is focused on the industrial and commercial sectors of industry.

We thank you in advance for considering our request to appear as a delegation at your next available council meeting.

Regards,



David Beatty, Chair
St. Lawrence Corridor Economic Development Commission



GANANOQUE

May 21, 2019

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Mission



The St. Lawrence Corridor Economic Development Commission is focused on the attraction of new industrial and commercial employers to the region to increase the quantity and quality of job opportunities for our residents along with assisting our existing business to expand.

REGION PRINCIPLED BASED
FIRST CONSULTIVE COLLABORATE
PERFORMANCE

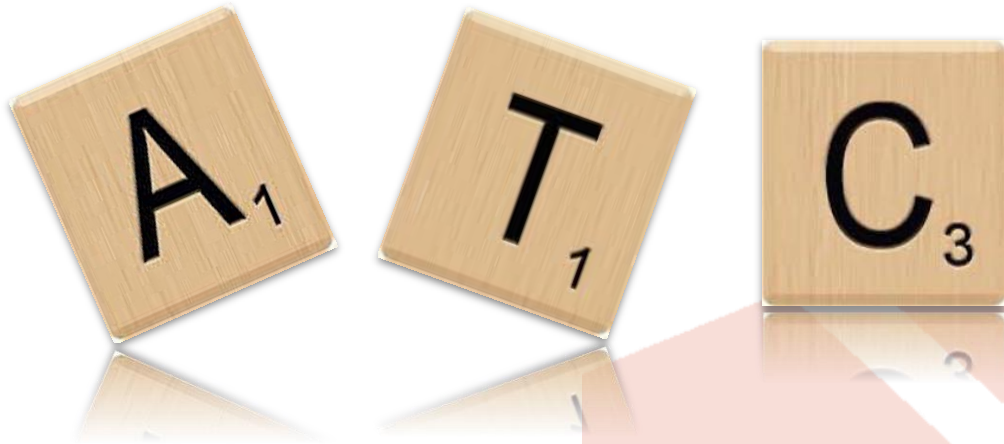
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Regionalism



Business does not care about
political boundaries, why
should we?



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PROSPERITY | PARTNERSHIP | INNOVATION



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OVERVIEW The CORRIDOR

STATUS
CARD

POP.

2017

95.5k

Jobs

2017

40.2k

Sales

2014

\$9.3B

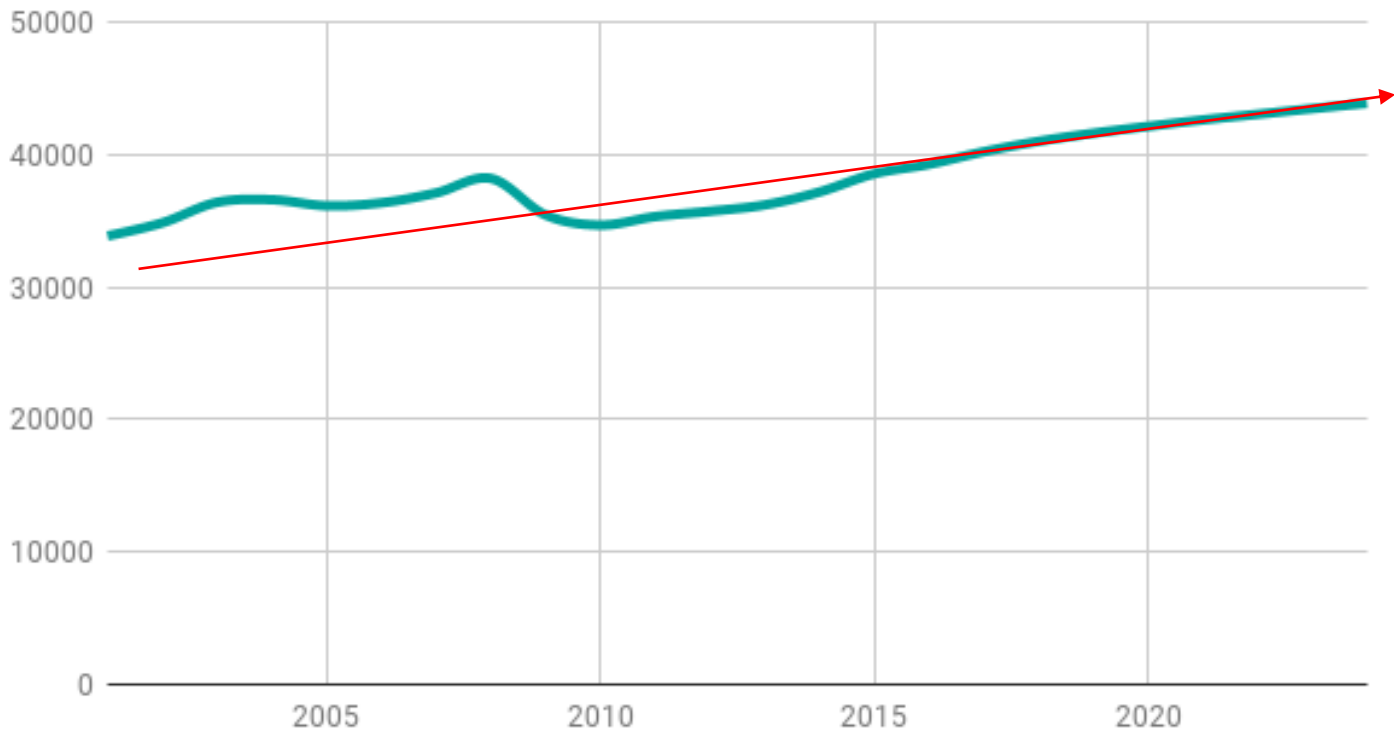


JOBS

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Number of Occupations in the SLCEDC (2001-2024)





What we do

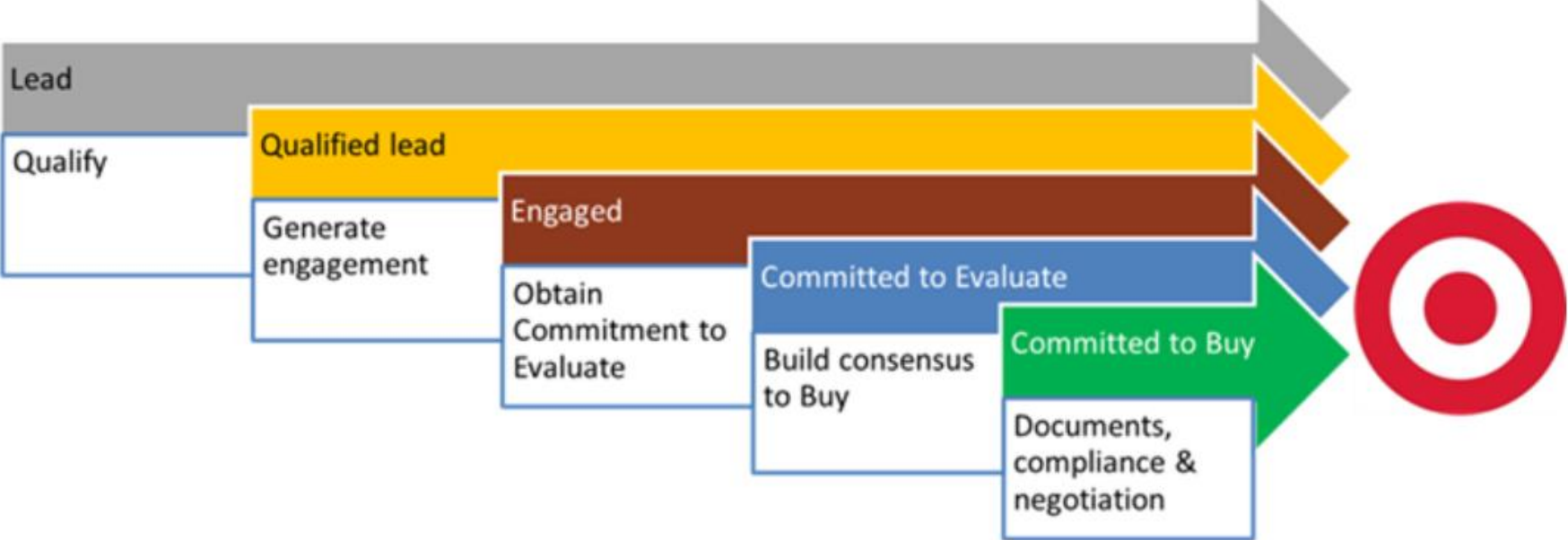
- Lead Generation
- Selective business growth
- Attraction
- Relationship Building

Sales & Marketing

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PROSPERITY | PARTNERSHIP | INNOVATION

Committed Sales and Marketing Approach





**Specialized
Business
Intelligence**



Advocacy



**Community
Involvement**



**Partnerships
Access**



**Site Tours, Site
Selection**



**Access to
Capital**

How we help

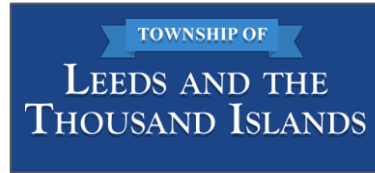
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TWP
EC
ca

EDWARDSBURGH CARDINAL



Partnership & Stakeholders

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Performance

Performance Based

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2018 Achievements

95 Jobs

225 Business to Business Interactions

\$1.3M Invested

36 Current Opportunities

88 Stakeholder Engagements



- Regionalism is the future.
- Proven representative of regionalism.
- Gananoque is a natural fit.

Stronger Together

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PROSPERITY | PARTNERSHIP | INNOVATION



PERFORMANCE
REGION PRINCIPLED BASED
FIRST CONSULTIVE COLLABORATE

A Natural Fit

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The St. Lawrence Corridor Economic Development Commission is requesting your council to consider the opportunity for the Town of Gananoque to join the SLCEDC as a full Member.



Request

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Supporting Slides



Benefit to SLCEDC

1. Dedicated lead generation and sales professional for industrial and commercial industries
2. Collaboration on retention and growth strategy for industrial & commercial opportunities
3. Access to Gananoque municipal leadership
4. Access to Gananoque's talent pool
5. Collaboration with Gananoque's Economic Development Department

Benefit to Gananoque

1. Dedicated sales and marketing
2. Increased inventory of properties to market
3. Increased geographic and industry diversification
4. Focused attraction strategy for Industrial & Commercial opportunities
5. Access to a wider network of opportunities



Sharing the Wins

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Request for Action

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Marketing

Sales

Unknown
User

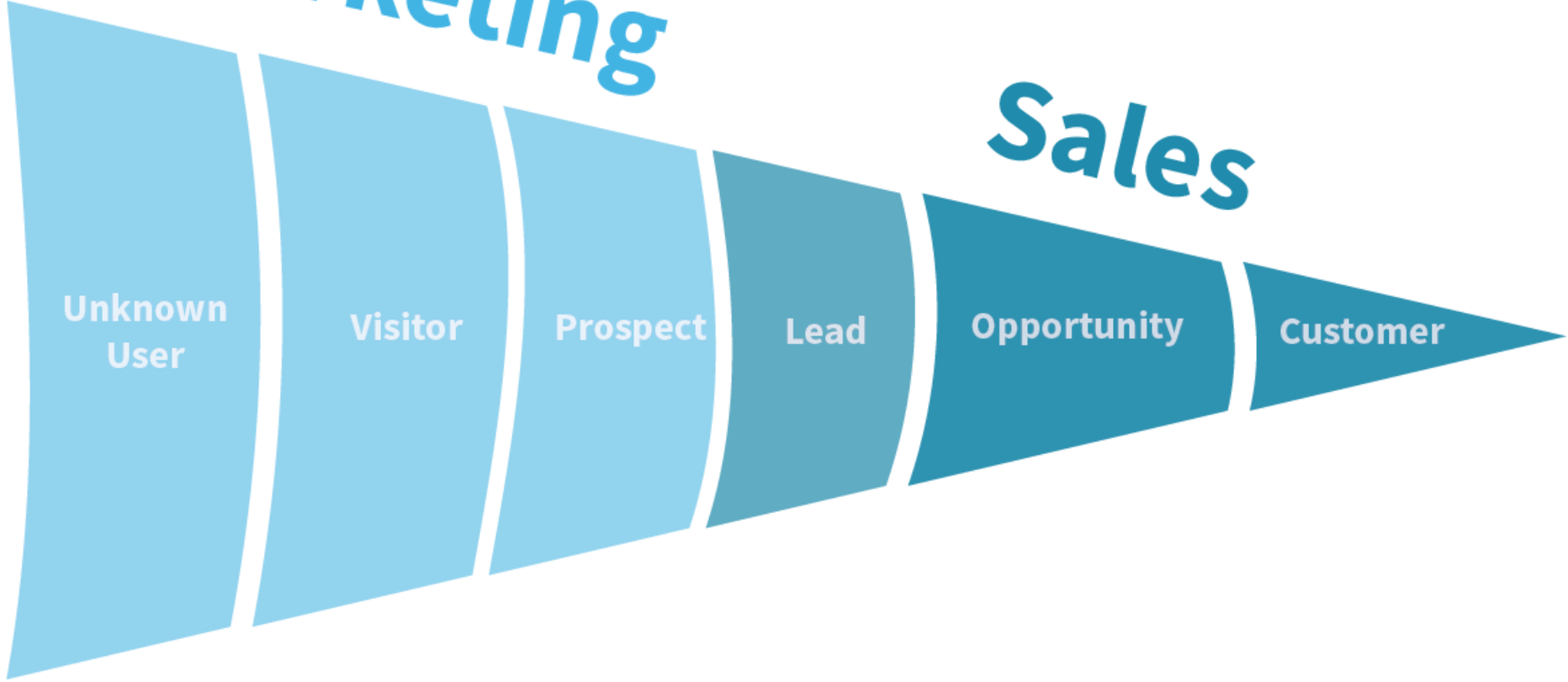
Visitor

Prospect

Lead

Opportunity

Customer



From: Brett Gibson
Sent: Thursday, May 2, 2019 9:34 AM
To: Members of Council
Cc: Kari Lambe, Manager of Parks & Recreation
Subject: Lou Jeffries Scholarship Game September 15th

Mayor Lojko and Council,

Over the last 13 years the Lou Jeffries Scholarship game has raised \$100 000 to help alleviate the financial stresses of an incoming Varsity Hockey Player to Queen's University. All proceeds and funds raised have come from a game played by the RMC Paladins and The Queens Gaels in Gananoque every September. Attached is a letter detailing the importance of the game to the Varsity Athlete and Mavis Jeffries.

The Queens Gaels have 25 former Canadian Hockey League players, including 7 former NHL Drafted players and also have been a fixture in IP Hockey in Gananoque the last 3 years, making it a great product for the town of Gananoque to come out and watch. The Gaels also throughout the course of 2018-2019 season attended over 10 hours of practices volunteering their time for our local Minor Hockey players in Gananoque.

I am asking the Mayor and Council to consider using a **Council Grant of \$500** to go towards the ice rental on September 15th so that Mavis can attend and the game can continue in Lou's name in Gananoque.

I am also putting in a **request** to move the **date/time** from usual Saturday night slot to **Sunday September 15th from 2-6pm** Ice Rental for kids to be able to attend. At the conclusion of game we would invite all kids for Skate with the Gaels at conclusion of game. In the past 13 years I have submitted this request early to Rec Manager so it is in the Ice Rental meeting far in advance. I am hoping I could get date/time approved asap so I can let RMC know and start promoting this great event.

I appreciate your consideration and look forward to hearing back,

Brett

Brett Gibson
Administrator/Owner
Carveth Care Center
613-382-4752

gibsonfamilyhealthcare | 1-613-382-4752 ext. 102 | Our family caring for your family



Queen's University
Kingston, Ontario
Canada K7L 3N6
Tel 613 533-2500
www.gogaelsgo.com

Lou Jeffries 14th Annual Scholarship Game

Lou Jeffries was a man of integrity, vision, passion and a pioneer when it came to the game of hockey in Gananoque. Each school year, the Lou Jeffries Fund helps to fund the cost of attending Queens University for one varsity hockey player. The scholarship has increased to \$4,500 annually for 4 years which amounts to \$18,000. The scholarship is funded from the proceeds raised from our annual scholarship game in Gananoque.

Past recipients of the scholarship are Jon Lawrance, Brandon Perry, Payton Liske, Alexi Pianosi, Patrick McEachen, Cory Bureau, Steven Schmidt, Patrick Downe, Jordan Coccimiglio, Kevin Baile, Darcy Greenaway, Cory Genovese, Luke Bertolucci and Nathan Billitier. They have all benefited from the scholarship funds they have received.

“The Lou Jeffries Scholarship means a lot to me and my family as it reduced the financial stress going into my first year. Coach Gibson really stressed to us how great of a man Lou Jeffries was and how important he was to this community. I am truly honored”- Patrick Downe

“It means lot to my family and I that a scholarship in Lou’s name alleviates the early stresses of an incoming athlete to Queen’s. The fact it is played in Gananoque allows me to attend and present the scholarship something I always look forward to.” Mavis Jeffries

Please join us on September 15th 2019 at 3:00pm at the Lou Jeffries Arena as the Gaels take on the RMC Paladins and help continue to fund this worthy scholarship. There will be a silent auction while you enjoy great University hockey!

Sincerely,

Brett Gibson
Head Coach
Queens University





RECEIVED MAY 13 2019

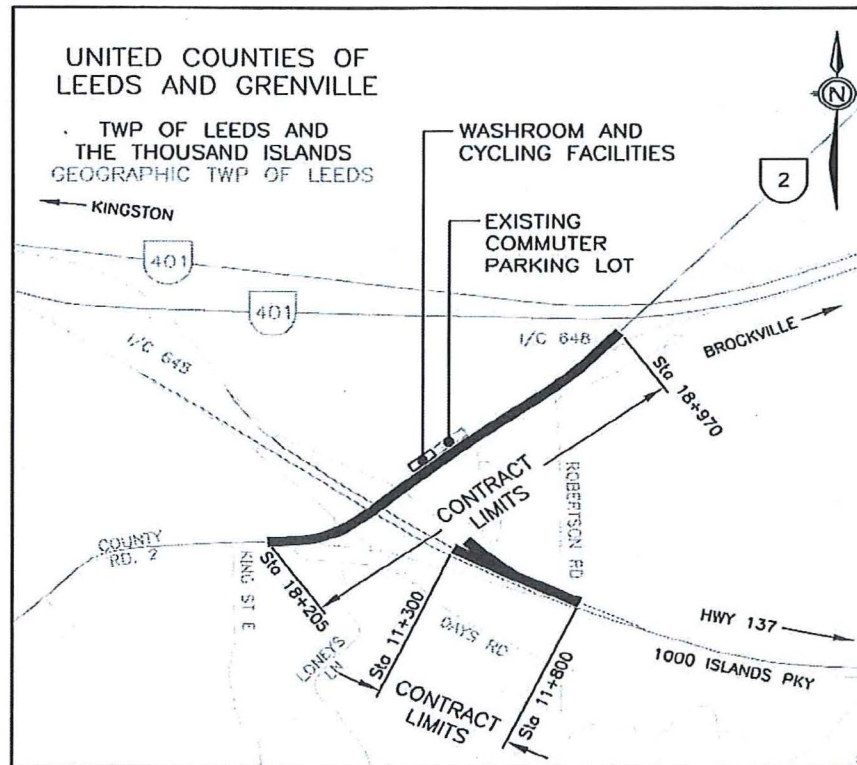
May 1st, 2019

Town of Gananoque
30 King Street East, P.O. Box 100
Gananoque, Ontario K7G 2T6

Re: Contract Notification
MTO Contract 2018-4002 – Old Highway 2 and 1000 Islands Parkway

The Ministry of Transportation Ontario has awarded Contract 2018-4002 to Gordon Barr Limited. It is proposed that this construction will commence on or about June 3rd. Construction will be ongoing until late September. This project is divided into three parts as follows:

Part A - Expanding the existing commuter parking lot, adding a washroom, cycling facilities and illumination upgrades. Anticipated duration June 3rd to September 30th.

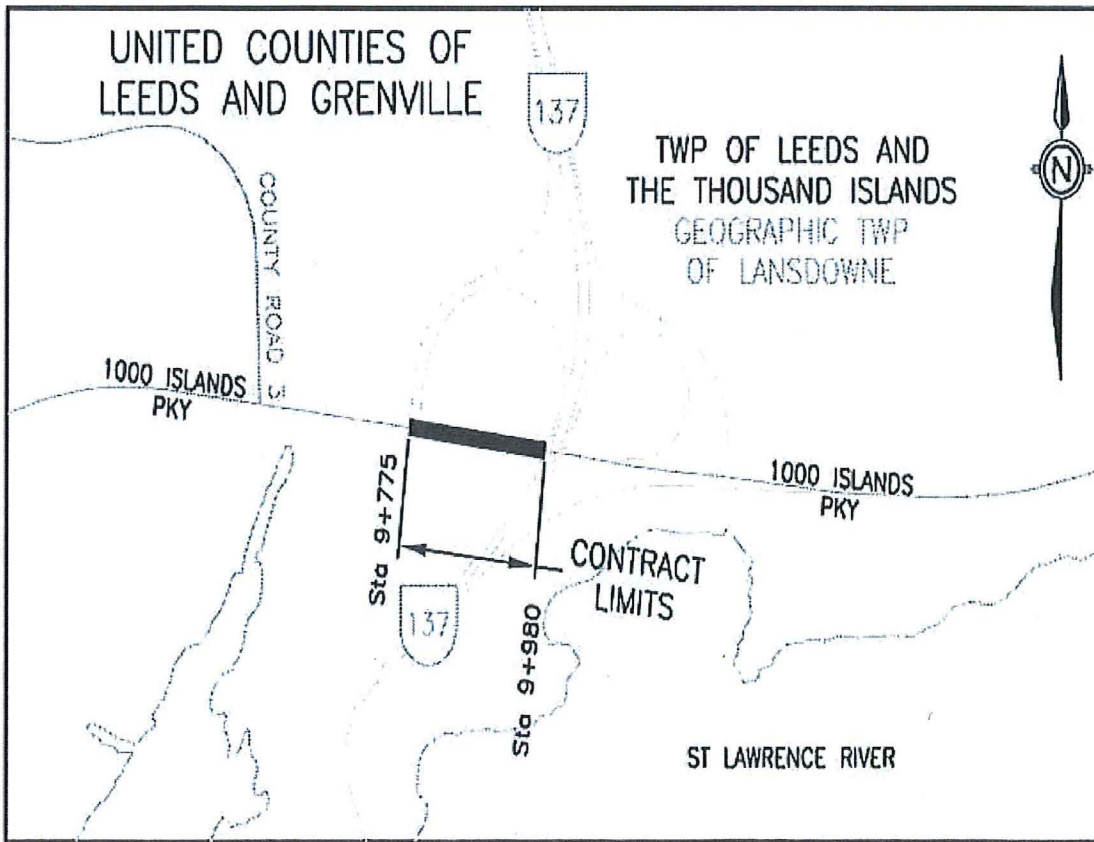


PART A – WEST SECTION
N.T.S.

Gordon Barr Ltd.
156 Duff Street, Kingston, Ontario
Tel: 613.542.4922 Fax: 613.542.2142



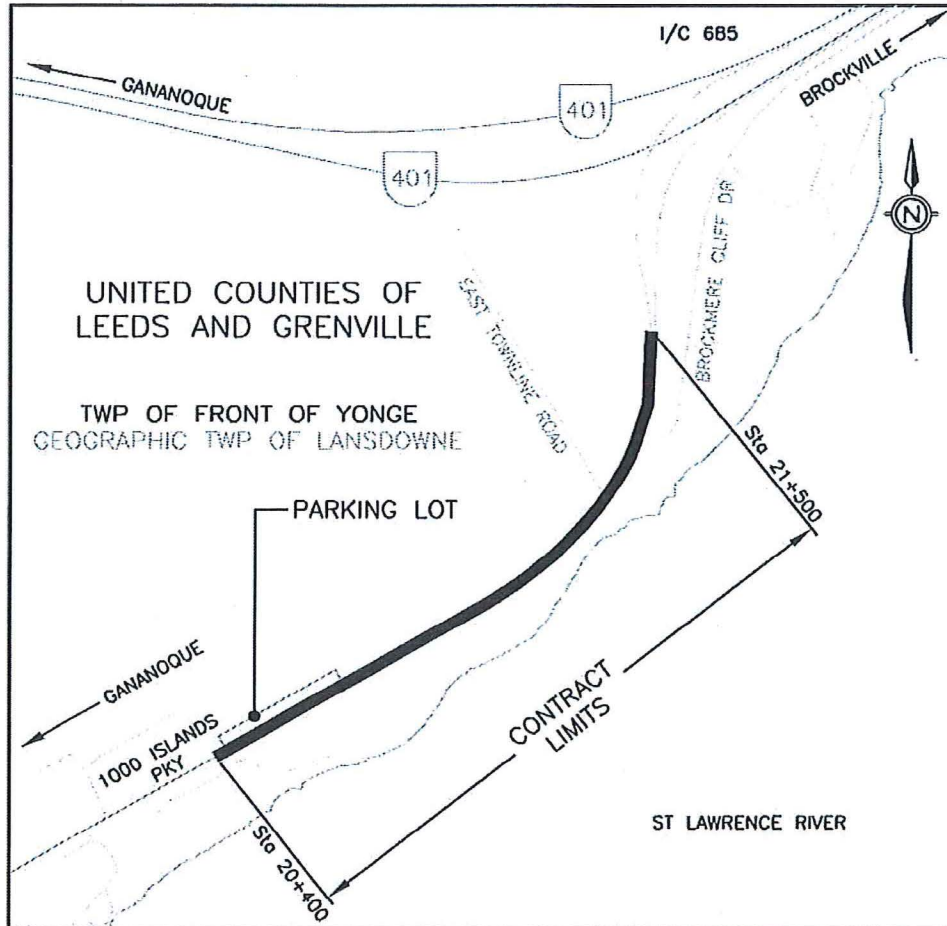
Part B – Repair erosion issue on the E/W-S Ramp (on ramp to Highway 137). Work will include adding concrete curb & gutter and paving the existing granular shoulder. Anticipated duration June 3rd to July 31st.



PART B – CENTRAL SECTION
N.T.S.



Part C – Construct new commuter parking lot, new washroom, cycling facilities and illumination additions. Anticipated duration will be from June 3rd to September 30th.



PART C – EAST SECTION

N.T.S.

Gordon Barr Ltd.

156 Duff Street, Kingston, Ontario
Tel: 613.542.4922 Fax: 613.542.2142



Our Company will take every precaution to minimize interruptions, but you will appreciate that there must be some inconvenience during the course of this work.

Should you require any information or assistance because of our construction, please contact our Office at (613) 542-4922, extension 121 or email dan.macdonald@gordonbarr.ca . As part of our Contract, our Company is responsible for the construction work until it is entirely completed. It would be appreciated if any such calls were directed to our office in order that we can adjust the difficulty as quickly as possible.

Yours truly,

GORDON BARR LIMITED

Dan MacDonald, C.E.T.
Estimator / Project Manager

cc. Ministry of Transportation Ontario

Ministry of Transportation

Road User Safety Division

87 Sir William Hearst Avenue
Room 191
Toronto ON M3M 0B4
Tel.: 416-235-4453

Ministère des Transports

Division de Sécurité Routière

87, avenue Sir William Hearst
bureau 191
Toronto ON M3M 0B4
Tél. : 416-235-4453



May 6, 2019

Shellee Fournier, CAO
Town of Gananoque
415 Stone St
Gananoque, ON
K7G 2A6

RE: Changes to Ontario's Enhanced Driver's Licence Program

Dear Shellee Fournier,

I am writing to inform you that the Ministry of Transportation (MTO) is considering changes to Ontario's Enhanced Driver's Licence program. Since 2009, Ontarians have had the option of using an Enhanced Driver's Licence (EDL) card to cross the Canadian and United States (U.S.) borders by land or water.

The original intent and purpose of the EDL program is now outdated due to newer, more effective products for travellers such as NEXUS, FAST and ePassport program. As a result, Ontario plans to consult with stakeholders on possibility of eliminating the EDL card. Any planned changes will be implemented using a phased approach to ensure minimal impact to cardholders, this includes additional notices about, alternative programs (as referenced above), transitioning to those programs and timelines to do so based on EDL card expiry dates.

The amendments are being developed in a way that meets the needs of the industry without compromising road safety. MTO will continue to communicate any updates to the program. The proposed changes will be posted on Ontario's Regulatory Registry on Wednesday, April 15, 2019.

Thank you again for your commitment to road safety and contributions to the well-being of all Ontarians. We look forward to further strengthening our partnerships as we move ahead with this and other new road safety measures.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin Byrnes". The signature is fluid and cursive, with a large loop at the end.

Kevin Byrnes
Assistant Deputy Minister
Road User Safety Division

May 6, 2017

Dear Municipal Partner:

Re: Municipal Role in Potential Rabies Follow-Up

The health unit has a responsibility to follow up all animal bites/scratches that occur within the tri-county area as a precaution to mitigate potential rabies infection. The municipality has the responsibility to assist the Health Unit when required to ensure that rabies infections are mitigated in humans. Rabies can only be ruled out if an animal is alive and well 10 days after a biting/scratching incident or by testing for rabies in the brain tissue of the deceased animal in question.

All animal bites reported to the Health Unit undergo a risk assessment to determine if the person bitten is at risk of contracting the rabies virus. It is important to remember that domestic animals bite/scratch for many reasons and usually not as a result of suffering from the rabies virus. When a domestic animal (pet) has bitten a person the pet is typically confined at the animal owner's home and the health of the animal is closely monitored for symptoms of rabies. In consultation with the Health Unit and under very specific circumstances animals may require euthanasia and can then be tested for rabies virus. Domestic animals must not be destroyed without first consulting with the health unit. If the pet cannot be confined at the owner's home safely, or the pet owner is uncooperative, or the animal is a stray, the municipality has the responsibility for confining the cat or dog.

The excerpt below is taken from the Health Protection and Promotion Act R.R.O. 1990, Regulation 557 Communicable Diseases – General. It describes your municipal responsibility for assisting the Health Unit in preventing rabies transmission to humans. We would specifically like to draw to your attention 2 (b).

- (2) A medical officer of health who is of the opinion that a dog or cat may be rabid shall cause the dog or cat to be confined and isolated for at least ten days from all animals and persons, except the person caring for the dog or cat,
 - (a) At the place of residence of the person caring for the dog or cat, if the dog or cat is free from symptoms of any disease; or
 - (b) In a pound or veterinary hospital **at the expense of the municipality** in which the person caring for the dog or cat resides if the dog or cat exhibits symptoms of any disease or if, in the opinion of the medical officer of health, the person is unlikely to confine and isolate the dog or cat. R.R.O. 1990, Reg. 557, s. 3 (2).

- (3) Despite subsection (2), the medical officer of health,
 - (a) May require the detention of a dog or cat for the purpose of a veterinary examination for evidence of rabies and based on the results of the examination may cause the dog or cat to be confined and isolated for such period as is necessary to determine that the dog or cat is free from symptoms of rabies; or
 - (b) May require the destruction of any animal at any time for the purpose of having a laboratory examination to determine if the animal is in the infective stage of rabies. R.R.O. 1990, Reg. 557, s. 3 (3).
- (4) In the case of a dog or cat, clause (3) (b) only applies where the dog or cat is unclaimed or where permission is given by the owner for the destruction of the dog or cat. R.R.O. 1990, Reg. 557, s. 3 (4).
- (5) The costs of a veterinary examination or destruction referred to in subsection (4) shall be borne by the municipality in which the animal is detained or the destruction is performed. R.R.O. 1990, Reg. 557, s. 3 (5).

Should you become aware of a person who has been bitten by either a wild or domestic animal it is imperative for the person's health that you report the incident right away so that appropriate actions can be taken by the Health Unit. Our reporting form is included for your convenience. This form is also available electronically at: http://www.healthunit.org/professionals/rd_toolkit/Rabies.pdf.

Although we have yet to have any current reported cases of raccoon rabies within our Health Unit jurisdiction we must remain vigilant. It is likely that we could see the raccoon strain of rabies in our Health Unit given our close proximity to the New York State. Your continued assistance is vital in achieving our common goal of preventing rabies exposure in Leeds, Grenville and Lanark Counties. Please share this letter with animal control/bylaw, municipal police, and any other relevant municipal departments.

Should you have any questions regarding rabies prevention, please feel free to contact to me.

Your Partner in Public Health,



Claire Farella RN, BScN, MN
Manager Community Health Protection
613-345-5685 Office / 613-345-7148 Fax

CF/ja

May 6, 2019

Town of Gananoque
Town Hall
Town Council
30 King Street East
Gananoque, Ontario
K7G 2T6

Dear Mayor & Council Members,

I attended a recent presentation from two town employees in regards to making changes to Pine Street. It was discussed that while the changes are being made to Pine Street, the traffic will be reduced to one way. Most of the people who attended the display were in favour of the plan, but personally I was quite shocked at the endorsement being provided by the Pine Street residents who attended. In my own mind I thought that the proposed changes were being made without the plan having been thoroughly considered.

I live directly across the street from Grace United Church. I have witnessed the problem facing church members finding parking not only for Sunday service, but also for the numerous events that take place at the church. Needless to say, the main entrance to the church is off of Pine Street and not only do many church members park on Pine Street for Sunday service the main entrance of the church is customarily used by those church members who suffer from physical injuries requiring the use of walkers. Funerals are also held in the church, with the main entrance being the only way the casket and pallbearers can enter and exit the church and similarly the entrances are commonly used by wedding participants. The main entrance off of Pine Street is furthermore used for the church choir, which has a fair number of seniors and they practice on a weekly basis.

I also have concerns with my driveway being off of Pine Street. Reconstruction of Pine Street could possibly leave me without anywhere to park. This could prove very onerous for my wife who dependently needs a walker to get anywhere.

I appreciate the plans developed by the two town employees; however, the practicality of the plan for Pine Street leaves a lot to be desired. I hope that my concerns are not considered to be frivolous or challenging. If the developers could reconsider their planning I might become more impressed and be receptive of the new plan.

Yours truly,



Larry L. Steacy

ECONOMIC DEVELOPMENT ADVISORY PANEL MINUTES

On March 12, 2019 @ 5:30 PM
 Town Hall Boardroom, 30 King St East

Item	Title/Description	Recommended Action / Attachment	Draft Motion
1	CALL TO ORDER – DAVE OSMOND APPOINTED CHAIRPERSON FOR THE ECONOMIC DEVELOPMENT ADVISORY PANEL		
COMMITTEE MEMBERS PRESENT – DAVE OSMOND, BRIAN McNAMEE, JOE DORRINGTON, KATIE SELLECK, ANNE-MARIE KOINER, CYNDI FORREST			
PUBLIC MEMBERS:		None	
STAFF:		Cyril Cooper, Amanda Trafford, & Shellee Fournier	
COUNCIL:		Dave Osmond	
REGRETS:		Ted Lojko	
2	ADOPTION OF THE AGENDA – MOTION No. 2019-01 MOVED BY: DAVE OSMOND, SECONDED: BRIAN McNAMEE CARRIED		MOTION No. 2019-01
3	HEALTH SAFETY & WELLNESS		None
4	COMMUNITY SUCCESS STORY		None
5	DISCLOSURE OF PECUNIARY INTEREST & THE GENERAL NATURE THEREOF		None
6	PUBLIC QUESTION/COMMENT		None
7	DEPUTATIONS		None
	INTRODUCTIONS AGENDA ITEM MOVED IN ORDER TO START THE MEETING. ROUND TABLE INTRODUCTIONS OF THE PANEL MEMBERS AND STAFF.		
	REPORTS/NEW BUSINESS		None
	TERMS OF REFERENCE CYRIL COOPER PROVIDED A BRIEF OVERVIEW, GROUP TO REVIEW THE ENTIRE DOCUMENT AT ANOTHER TIME.		
	ECONOMIC DEVELOPMENT STRATEGIC PLAN/PRIORITIES		

[Type the document title]

Item	Title/Description	Recommended Action / Attachment	Draft Motion
	SHELLEE FOURNIER AND CYRIL COOPER PROVIDED AN OVERVIEW AND EXPLAINED HOW THE DOCUMENTS WERE CREATED. AMANDA TRAFFORD TO EMAIL THE DOCUMENT TO THE PANEL MEMBERS.		
	SET ADVISORY PANEL MEETING DATES AND TIMES SET MEETINGS BI-MONTHLY AFTER NEXT MEETING ON APRIL 9 TH AT 5:30PM MOTION No. 2019-02 MOVED BY: DAVE OSMOND SECONDED: JOE DORRINGTON CARRIED		MOTION No. 2019-02
8	CURRENT ECONOMIC DEVELOPMENT ACTIVITIES CYRIL COOPER PROVIDED AN OVERVIEW OF THE RED PROGRAM, AMANDA TO SEND OUT THE BUSINESS GAP ANALYSIS VIA EMAIL.		
	MOVING FORWARD ITEMS		None
9	CORRESPONDENCE		None
10	MINUTES OF COMMITTEE (ADOPTION)		None
11	MEMBERS OF THE PRESS QUESTIONS OR COMMENTS		None
12	ADJOURNMENT – MOTION No. 2019-03 MOVED BY: DAVE OSMOND SECONDED: CYNDI FORREST CARRIED		MOTION No. 2019-03

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ECONOMIC DEVELOPMENT ADVISORY PANEL AGENDA

On, April 11, 2019 @ 6:30 PM
Town Hall Boardroom

Item	Title/Description	Recommended Action / Attachment	Draft Motion
1	CALL TO ORDER @ 6:30PM		
COMMITTEE MEMBERS PRESENT			
PUBLIC AT LARGE:	DAVE OSMOND TED LOJKO JOE DORRINGTON CYNDI FORREST		
STAFF:	CYRIL COOPER AMANDA TRAFFORD		
REGRETS:	KATE SELLECK BRIAN McNAMEE ANNE-MARIE KOINER		
2	ADOPTION OF THE AGENDA MOTION No. 2019 -04 MOVED BY: DAVE OSMOND SECONDED: CYNDI FORREST CARRIED		MOTION No. 2019 - 04
3	HEALTH SAFETY & WELLNESS		None
4	COMMUNITY SUCCESS STORY		NONE
5	DISCLOSURE OF PECUNIARY INTEREST & THE GENERAL NATURE THEREOF		None
6	PUBLIC QUESTION/COMMENT		None
7	DEPUTATIONS		None
	REPORTS/NEW BUSINESS		
8	Review Town of Gananoque Strategic Plan - Amanda to send out to the group		
	Review Economic Development Plan 2016-2019 – Review and update to take place in late 2019		
	Review Business Gap Analysis-2018 – Will review in greater detail at next meeting		
	Economic Development Newsletter – Potentially create info graphics, one pagers that can be implemented by other departments as well. These are also something that could easily be shared on social media.		

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Item	Title/Description	Recommended Action / Attachment	Draft Motion
	<p>Moving forward Items</p> <ul style="list-style-type: none"> • Group to review the Business Gap Analysis. • Global Trends Article: Cyril provided to the group for review • Parking: Bring to council to create task force the goal is to obtain public feedback on parking issues. • Share any Economic Development events with committee in future • Awareness and access to information • Hosting an Economic Development event with other communities • Parking • Contact KEDCO and discuss their free training and if we can direct people to register 		
	<p>Current Economic Development Activities – Cyril and Amanda provided a brief overview of current projects being completed by the Economic Development Department</p>		
9	<p>CORRESPONDENCE</p> <p>Next Meeting: Set for June 11th @ 5:30pm, Amanda to find another location to host the meeting</p>		None
10	<p>MINUTES OF COMMITTEE (ADOPTION)</p> <p>Joe had to leave early and we were left without quorum, minutes will be approved at next meeting.</p>		
11	<p>MEMBERS OF THE PRESS QUESTIONS OR COMMENTS</p>		None
12	<p>ADJOURNMENT – DAVE OSMOND ADJOURNED AS WE NO LONGER HAD QUORUM</p>		

ENVIRONMENT ADVISORY PANEL MINUTES

On April 18, 2019

Council Chambers – Town Hall, 30 King Street East, Gananoque

1	CALL MEETING TO ORDER	
	In the Chair's absence, Peter Murray was appointed as Acting Chair. Mr. Murray called the 1 st meeting of the Environment Advisory Panel 2019 to order, at approximately 5:50 pm in the Council Chambers	
	COMMITTEE MEMBERS PRESENT	STAFF PRESENT
ACTING CHAIR:	Peter Murray	Lynsey McCulloch, Administrative Assistant
MEMBER:	Douglas Bickerton	
	Richard Brousseau	
	Mayor Ted Lojko (Arrived 6:07pm)	
	Bob Williams	
	Pamela Welbourne	
	Carl Woodman	
REGRETS	Ian Millar	
2	DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF – NONE	
3	APPROVAL OF AGENDA AND MINUTES – N/A	
4	PUBLIC QUESTION/COMMENT – NONE	
5	UNFINISHED BUSINESS – TO BE DISCUSSED DURING AGENDA PROCEEDINGS	
6	DISCLOSURE OF ADDITIONAL ITEMS – NONE	
7	DELEGATIONS/PRESENTATIONS – NONE	
8	CORRESPONDENCE – NONE	

9	REPORTS/NEW BUSINESS CHAIRMAN’S REPORT - SECRETARY’S LIST - TRAILS REPORT – NONE
	<p>1. Introductions The Panel Members introduced themselves and each mentioned skills they are able to bring to the Panel.</p> <p>2. EAP Strategic plan/Priorities Mayor Lojko described some of the projects that are either being researched or are currently in the works, including: Funding for transit, Gas Tax, Pine Street reconstruction and bike path, a proposal to the Planning Advisory Committee for a bike rental business, as well as the need for changes to be made to the Town’s recycling program.</p> <p>3. Terms of Reference To be discussed at future meeting.</p> <p>4. Set Advisory Panel Meeting Dates and Time (Motion)</p> <p>MOTION NO. 2019-01 Moved by: Carl Woodman Seconded by: Doug Bickerton</p> <p>BE IT RESOLVED THAT THE ENVIRONMENT ADVISORY PANEL hereby establishes a meeting schedule with the panel will meet in the months of May and June, on the third Wednesday of each month, at Town Hall at 1:00 pm</p> <p style="text-align: right;">- CARRIED</p> <p>5. Moving Forward Items The Panel would like to seek a guest from the City of Kingston Environmental Department or Cataraqui Region Conservation Authority to invite them to discuss their organization’s programs or standards at an upcoming meeting.</p> <p>The Trees and Trails Sub-Committee will continue to meet on a regular basis and as needed for meetings or off-site visits where necessary. This committee will report back to the EAP.</p>
10	DISCUSSION OF COMBINED/ADDITIONAL ITEMS – NONE
11	NEXT MEETING
	It was discussed that the next meeting would be the 15 th of May at 1:00 pm at Town Hall. The meeting date, time and location is subject to change.
12	ADJOURNMENT Meeting adjourned at <u>6:54 pm</u>
<hr/> Chair, Peter Murray	<hr/> Secretary, Lynsey McCulloch

HERITAGE ADVISORY PANEL MINUTES

On March 14, 2019 @ 6:00 PM
 Town Hall Boardroom, 30 King St East

Item	Title/Description	Recommended Action / Attachment	Draft Motion
1	CALL TO ORDER – Chair call meeting to order at 6:00 PM		
COMMITTEE MEMBERS PRESENT			
PUBLIC AT LARGE:		Christine Milks	
		Art Thivierge	
		Therese Conway-Killen	
		David Anderson - Councillor	
STAFF:		Cyril Cooper & Amanda Trafford	
REGRETS:		Joanne van Dreumel, Derryl Wood	
2	ADOPTION OF THE AGENDA		
	MOTION NO. 2019-01 Moved by: Christine M. Seconded by: Art T. Be it resolved that the Heritage Advisory Panel adopt the March 14, 2019 agenda. CARRIED		MOTION NO. 2019-01
3	HEALTH SAFETY & WELLNESS		NONE
4	COMMUNITY SUCCESS STORY <ul style="list-style-type: none"> - Old Pro Hotel sold and for lease - Dave has access to Fern Cliff and committee has permission to visit the grounds and cabin 		
5	DISCLOSURE OF PECUNIARY INTEREST & THE GENERAL NATURE THEREOF - NONE		
6	PUBLIC QUESTION/COMMENT		None
7	DEPUTATIONS		None
8	REPORTS/NEW BUSINESS <ul style="list-style-type: none"> - Overview of Terms of Reference 		

Item	Title/Description	Recommended Action / Attachment	Draft Motion
	<ul style="list-style-type: none"> - Heritage grant was discussed, available each year and once money has been used not available again until the following year 		
	<p>Motion to council regarding renaming Bluff park to Agnes Maule Machar park</p> <ul style="list-style-type: none"> - Previous council deferred this name change - Create a motion to council to request the name change - Motion No. 2019-02 Moved By: Art T. Seconded: Christine M. Carried 		<p>Motion No. 2019-02</p>
	<p>Historic designation for the Gananoque Inn, Blinkbonnie, and Alma Villa</p> <ul style="list-style-type: none"> - Brief overview of the designation process - Designated vs Non-designated was also explained 		
	<p>Elizabeth Barnett plaque</p> <ul style="list-style-type: none"> - A school teacher in 1837 crossed the frozen river from the US to Canada in order to warn the authorities of a planned invasion. - There is money set aside for the purchase of this plaque - Would like to put a plaque in her honour at Joel Stone park - Arthur child has verbiage that is used on a plaque that can be used for the new plaque 		
	<p>Residential historical plaques</p> <ul style="list-style-type: none"> - Plaques made for residential to honour the heritage of their homes - Potential to offer other homes in the area an opportunity to get a plaque 		
	<p>Artefact Oversight Committee</p> <ul style="list-style-type: none"> - Oversees the preservation of the Town owned artifacts - There is a spot open on the committee for one of the Heritage Advisory Panel members 		
9	<p>Introductions</p> <ul style="list-style-type: none"> - Round table introductions 		
	<p>Set meeting dates and time</p> <ul style="list-style-type: none"> - April 17, 2019 @ 5:00pm 		
	<p>Moving forward items</p>		<p>None</p>
	<p>Current activities</p>		<p>None</p>

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Item	Title/Description	Recommended Action / Attachment	Draft Motion
10	<p>CORRESPONDENCE</p> <ul style="list-style-type: none"> - St. John’s church would like to paint/repair inside their building next week (water damage) committee ok with this - Motion No. 2019-03 Moved by: Therese K. Seconded: Art T. 		<p>Motion No. 2019-03</p>
11	<p>MINUTES OF COMMITTEE (ADOPTION)</p>		<p>None</p>
12	<p>MEMBERS OF THE PRESS QUESTIONS OR COMMENTS</p>		<p>None</p>
13	<p>ADJOURNMENT</p> <p>MOTION No. 2019-04 Moved by: A. Thivierge Seconded by: C. Milks</p> <p>Be it resolved that the Heritage Advisory Panel adjourn the March 14, 2019 meeting.</p>	<p style="text-align: right;">CARRIED</p>	<p>Motion No. 2019-04</p>
<p>_____</p> <p>Dave Anderson, Chair</p> <p>_____</p> <p>Cyril Cooper, Economic Development Manager</p>			

HERITAGE ADVISORY PANEL MINUTES

On, April 17th 2019 @ 5:00 PM
 Downstairs Town Hall Boardroom, 30 King St. East

Item	Title/Description	Recommended Action / Attachment	Draft Motion
1	CALL TO ORDER CHAIR MET AT TOWN FOR 5:00PM AND THEN WENT TO THE AGNES MAULE MACHAR COTTAGE TO CONDUCT THE MEETING DAVE ANDERSON CALLED MEETING TO ORDER AT 6:00PM ONCE SETTLED AT THE COTTAGE		
COMMITTEE MEMBERS PRESENT		THERESE CONWAY DAVE ANDERSON ART THIVIERGE JOANNE VAN DREUMEL CHRISTINE MILKS SHANNON DAVIS	
STAFF:		CYRIL COOPER AMANDA TRAFFORD BRENDA GUY	
REGRETS:		DERRYL WOOD	
2	ADOPTION OF THE AGENDA MOTION No. 2019-05 MOVED BY: CHRISTINE MILKS SECONDED: JOANNE VAN DREUMEL CARRIED		MOTION No. 2019-05
3	HEALTH SAFETY & WELLNESS		None
4	COMMUNITY SUCCESS STORY		NONE
5	DISCLOSURE OF PECUNIARY INTEREST & THE GENERAL NATURE THEREOF		None
6	PUBLIC QUESTION/COMMENT		None
7	DEPUTATIONS		None
REPORTS/NEW BUSINESS			
UPDATE Motion to council regarding renaming Bluff park to Agnes Maule Machar park <ul style="list-style-type: none"> - Dave updated that Council approved this motion to rename the park as previously voted on in 1937 			
Elizabeth Barnett plaque <ul style="list-style-type: none"> - Provided a sample of what previous plaques have looked like and quotes from previous sign the Town had made - Would like plaque to include both French and English - Currently have \$3700 set aside for the plaque 		Motion No. 2019-06	

Item	Title/Description	Recommended Action / Attachment	Draft Motion
	Motion to use verbiage from the Arthur Child Heritage Museum for the Elizabeth Barnett plaque Motion No. 2019-06 Moved by: Joanne van Dreumel Seconded: Christine Milks Carried		
	Historic designation for the Gananoque Inn <ul style="list-style-type: none"> - Dave and Christine to visit the owners and discuss the heritage of the establishment 		
	Residential historical plaques <ul style="list-style-type: none"> - Cyril was able to locate the left over plaques from a previous project - Cyril to bring the old plaques to the next meeting to show the group - Amanda and Cyril to locate the quote for those plaques - Dave to take pictures of some of the existing plaques currently displayed at peoples homes - Give the remaining plaques out (plaques are site specific and contain an address, not blank plaques) - Find out other locations that may want a plaques - Potential for the heritage committee to pay for a portion of each plaque 		
	Artefact Oversight Committee <ul style="list-style-type: none"> - Art voted in as the last member of the public for this committee - Dave to ask Penny about Therese representing the Heritage Advisory Panel on this committee 		
8	Introductions <ul style="list-style-type: none"> - Shannon Davis is our new committee member and introduced herself to the group 		
	Set Meeting Dates and Time <ul style="list-style-type: none"> - Next meeting to take place at 5:30pm on May 29th, 2019 at the Arthur Child Heritage Museum 		
	Moving forward Items <ul style="list-style-type: none"> - Residential historical plaques 		
	Current Activities		None
9	CORRESPONDENCE		None
10	MINUTES OF COMMITTEE (ADOPTION)		Motion No. 2019-07
	Motion No. 2019-07 Moved By: Christine Milks Seconded: Art Thivierge Carried		2019-07
11	MEMBERS OF THE PRESS QUESTIONS OR COMMENTS		None
12	ADJOURNMENT MOTION No. 2019-08 MOVED BY: SHANNON DAVIS SECONDED THERESE CONWAY CARRIED		MOTION No. 2019-08

TOWN OF GANANOQUE
Council/Board Report-Smry (Computer)



AP5060

Date : May 15, 2019

Page : 1

Time : 8:27 am

Vendor : 1000 To ZYCOM

Batch : All

Cheque Dates : May 02, 2019 To May 15, 2019

Bank : 0099 To 07

Vendor Code	Vendor Name	Batch	Invoice Date	Due Date	Invoice Amount	Paid Amount	Discount Amount
548740	548740 ONTARIO LTD.						
391743	MAPLE & OSBORNE ST RECONSTRUCTION	189	08-Apr-2019	08-May-2019	480.25	480.25	0.00
Supplier Totals :					480.25	480.25	0.00
ALL10	ALLAN & PARTNERS LLP						
HAA-GANAN-4412	THIRD INTERIM AUDIT BILLING	189	08-Apr-2019	08-May-2019	13,560.00	13,560.00	0.00
Supplier Totals :					13,560.00	13,560.00	0.00
BAR11	BARIL JENNIFER						
APRIL 26, 2019	MILEAGE FOR PRESENTATION	189	26-Apr-2019	26-Apr-2019	25.05	25.05	0.00
Supplier Totals :					25.05	25.05	0.00
CHE03	CHEMAQUA						
591845	ARENA - WATER TREATMENT PROGRAM	189	15-Mar-2019	25-Mar-2019	287.59	287.59	0.00
596440	ARENA - WATER TREATMENT PROGRAM	189	15-Apr-2019	25-Apr-2019	287.59	287.59	0.00
Supplier Totals :					575.18	575.18	0.00
CIM01	CIMCO REFRIGERATION						
90667752	ARENA BILLING	189	24-Apr-2019	10-May-2019	728.62	728.62	0.00
90667756	ARENA BILLING	189	24-Apr-2019	10-May-2019	728.62	728.62	0.00
90667761	ARENA BILLING	189	24-Apr-2019	10-May-2019	3,406.79	3,406.79	0.00
Supplier Totals :					4,864.03	4,864.03	0.00
COC02	COCO PROPERTIES CORP						
193028	MAPLE & OSBORNE ST RECONSTRUCTION MATERIAL	189	15-Apr-2019	15-May-2019	689.93	689.93	0.00
Supplier Totals :					689.93	689.93	0.00
COO07	COOPER CYRIL						
MAY 2, 2019	CONFERENCE/TRAVEL/OFFICE SUPPLIES	226	02-May-2019	02-May-2019	626.92	626.92	0.00
Supplier Totals :					626.92	626.92	0.00
COR05	ICONIX WATERWORKS LP						
10916020251	EOP HYDRANT	189	21-Mar-2019	21-Apr-2019	3,587.81	3,587.81	0.00
10916022873	EOP HYDRANT	189	27-Mar-2019	27-Apr-2019	1,533.24	1,533.24	0.00
10916029902	MAPLE & OSBORNE ST RECONSTRUCTION TEMP BACKFEED	189	12-Apr-2019	12-May-2019	4,564.91	4,564.91	0.00
10916029903	MAPLE & OSBORNE ST RECONSTRUCTION TEMP BACK FEED	189	12-Apr-2019	12-May-2019	767.95	767.95	0.00
Supplier Totals :					10,453.91	10,453.91	0.00
CUEPIXEL	CUEPIXEL						
28-02-2019	ECONOMIC DEVELOPMENT BILLING	189	28-Feb-2019	30-Apr-2019	11,300.00	11,300.00	0.00

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Vendor Code	Vendor Name	Batch	Invoice Date	Due Date	Invoice Amount	Paid Amount	Discount Amount
Supplier Totals :					11,300.00	11,300.00	0.00
CUP02	DAVID J. CUPIDO CONSTRUCTION LTD.						
5113	TOWN HALL - CERTIFICATE #13 JAN 26 - FEB 25	189	25-Feb-2019	30-Apr-2019	26,626.84	26,626.84	0.00
Supplier Totals :					26,626.84	26,626.84	0.00
EVA02	EVANS UTILITY AND MUNICIPAL						
0000157722	METER ACCURACY TEST - 130 MAIN ST	189	15-Apr-2019	15-May-2019	124.30	124.30	0.00
Supplier Totals :					124.30	124.30	0.00
FAS02	FASTENAL CANADA LTD.						
ONBRC132601	EOP HYDRANT SUPPLIES	189	26-Mar-2019	26-Apr-2019	124.51	124.51	0.00
ONBRC133126	WORKS SUPPLIES	189	15-Apr-2019	15-May-2019	66.05	66.05	0.00
ONBRC133180	CABLE TIES FOR BIRD NETTING HUDSON BRIDGE	189	15-Apr-2019	15-May-2019	76.41	76.41	0.00
Supplier Totals :					266.97	266.97	0.00
FIR10	FIREHALL BOOKSTORE						
BK0000982	FIRE TRAINING MATERIAL	188	26-Mar-2019	25-Apr-2019	415.03	415.03	0.00
Supplier Totals :					415.03	415.03	0.00
FSET	FSET INC.						
2273	POILICE MANAGED SECURITY SERVICES MAY	226	01-May-2019	05-May-2019	4,407.00	4,407.00	0.00
Supplier Totals :					4,407.00	4,407.00	0.00
GAN01	GANANOQUE AUTO SERVICE - UNIQUE TOWING						
28400	WORKS VEHICLE SERVICE	189	15-Apr-2019	15-May-2019	465.83	465.83	0.00
28408	WORKS VEHICLE SERVICE	189	15-Apr-2019	15-May-2019	152.55	152.55	0.00
28417	WORKS VEHICLE SERVICE	189	17-Apr-2019	17-May-2019	453.16	453.16	0.00
Supplier Totals :					1,071.54	1,071.54	0.00
GAN26	GANANOQUE CURLING CLUB						
MOTION #2019-06	MOTION #2019-069 OFFSET ICE INSTLLATION COSTS	189	02-Apr-2019	02-Apr-2019	1,760.00	1,760.00	0.00
Supplier Totals :					1,760.00	1,760.00	0.00
GEE01	SCOTT GEE						
MAY 3, 2019	POLICE - MEETING APRIL 30	226	03-May-2019	03-May-2019	148.13	148.13	0.00
Supplier Totals :					148.13	148.13	0.00
GOL01	GOLDSMITH SAW TOOL & KNIFE						
61505	ICE BLADES SHARPENED	189	15-Apr-2019	15-May-2019	100.30	100.30	0.00
Supplier Totals :					100.30	100.30	0.00
GRE09	GREEN TRACTORS INC.						
P63487 #2	WORKS PARTS - PD 209.54 INVOICE TOTAL WAS 360.04	188	18-Mar-2019	30-Apr-2019	150.59	150.59	0.00
P63558	WORKS VEHICLE PARTS	188	20-Mar-2019	30-Apr-2019	209.45	209.45	0.00

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Vendor Code	Vendor Name	Batch	Invoice Date	Due Date	Invoice Amount	Paid Amount	Discount Amount
Supplier Totals :					360.04	360.04	0.00
HAY01	HAYWARD GORDON						
98926	WTP - RAPID MIXER	189	05-Apr-2019	05-May-2019	7,571.57	7,571.57	0.00
Supplier Totals :					7,571.57	7,571.57	0.00
INS05	INSIGNIA SOFTWARE						
2033	LIBRARY ANNUAL SOFTWARE ASSURANCE FEE	189	01-Apr-2019	30-Apr-2019	1,130.00	1,130.00	0.00
Supplier Totals :					1,130.00	1,130.00	0.00
ISI01	ISI						
INV-14634-2019	BACKWASH FLOW METER SERVICE	189	15-Apr-2019	15-May-2019	503.98	503.98	0.00
Supplier Totals :					503.98	503.98	0.00
JET02	JET ELECTRICAL CONTRACTORS						
4929	STREET LIGHT REPAIRS	189	02-Apr-2019	02-May-2019	914.37	914.37	0.00
4930	LOCATES	189	02-Apr-2019	02-May-2019	103.76	103.76	0.00
4931	MEETING FOR STREET LIGHTING	189	02-Apr-2019	02-May-2019	53.96	53.96	0.00
4932	DISCONNECT FOUNTAIN IN CONFEDERATION PARK	189	02-Apr-2019	02-May-2019	113.00	113.00	0.00
4935	STREET LIGHTS - WEST GATES	189	03-Apr-2019	03-May-2019	208.70	208.70	0.00
4948	CHRISTMAS TREE LIGHTS	189	10-Apr-2019	10-May-2019	467.22	467.22	0.00
4956	ARENA BILLING	189	13-Apr-2019	13-May-2019	126.05	126.05	0.00
4959	CHRISTMAS TREE LIGHTS	189	14-Apr-2019	14-May-2019	152.90	152.90	0.00
4963	MARINA BILLING	189	17-Apr-2019	17-May-2019	140.56	140.56	0.00
4967	LOCATES KING/WILLIAM/ELIZABETH	189	18-Apr-2019	18-May-2019	670.03	670.03	0.00
Supplier Totals :					2,950.55	2,950.55	0.00
JLR01	J L RICHARDS & ASSOCIATES						
85920	RE: 113 RIVER ST BILLING NOVEMBER	189	30-Jan-2019	30-Apr-2019	1,865.78	1,865.78	0.00
Supplier Totals :					1,865.78	1,865.78	0.00
JOE01	JOE JOHNSON EQUIPMENT						
P30985	WORKS VEHICLE SUPPLIES	189	16-Apr-2019	16-May-2019	265.26	265.26	0.00
P30986	WORKS VEHICLE SUPPLIES	189	16-Apr-2019	16-May-2019	240.83	240.83	0.00
Supplier Totals :					506.09	506.09	0.00
JOV01	JOVISS VISUALS						
1065	VIDEOGRAPHY	189	30-Apr-2019	30-Apr-2019	475.00	475.00	0.00
Supplier Totals :					475.00	475.00	0.00
LAN10	LANARK LEEDS AND GRENVILLE						
15228	POLICE - CIVIL REMEDIES	189	31-Mar-2019	30-Apr-2019	6,885.00	6,885.00	0.00
Supplier Totals :					6,885.00	6,885.00	0.00

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Vendor Code	Vendor Name	Invoice No.	Description	Batch	Invoice Date	Due Date	Invoice Amount	Paid Amount	Discount Amount
LEE02	LEEDS GRENVILLE & LANARK DISTRICT HEALTH UNIT								
LEVY MAY 2019	LEVY MAY			223	01-May-2019	15-May-2019	7,876.25	7,876.25	0.00
Supplier Totals :							7,876.25	7,876.25	0.00
M&L01	M & L SUPPLY FIRE & SAFETY								
0000154661	JAWS OF LIFE			189	15-Apr-2019	15-May-2019	28,639.85	28,639.85	0.00
0000154701	FIRE HELMETS			189	15-Apr-2019	15-May-2019	4,237.50	4,237.50	0.00
0000154702	FIRE HELMETS			189	15-Apr-2019	15-May-2019	733.94	733.94	0.00
Supplier Totals :							33,611.29	33,611.29	0.00
MYFM01	MYFM								
19023585	BILLING FEBRUARY			189	24-Feb-2019	30-Apr-2019	904.00	904.00	0.00
Supplier Totals :							904.00	904.00	0.00
OME01	OMERS								
APRIL 2019	APRIL REMITTANCE			189	25-Apr-2019	15-May-2019	72,593.42	72,593.42	0.00
Supplier Totals :							72,593.42	72,593.42	0.00
ONT13	ONTARIO RECREATION FACILITIES ASSOC. INC.								
4189	AD POSTING PARKS & RECREATION MANAGER			189	12-Feb-2019	30-Apr-2019	536.75	536.75	0.00
Supplier Totals :							536.75	536.75	0.00
PET16	PETTY CASH - JENNIFER BARIL								
APRIL 27/19	VISITOR CENTRE REIMBURSEMENT			189	27-Apr-2019	27-Apr-2019	177.74	177.74	0.00
Supplier Totals :							177.74	177.74	0.00
POS02	POSTMEDIA NETWORKS INC.								
114600	E.C. DEV DIGITAL ON NETWORK ADS			189	31-Mar-2019	30-Apr-2019	3,435.10	3,435.10	0.00
DM02731054	AD FOR COMMITTEE APPOINTMENTS			189	31-Mar-2019	30-Apr-2019	262.16	262.16	0.00
Supplier Totals :							3,697.26	3,697.26	0.00
PRO09	PRONTOFORMS INC.								
INV00027161	FIRE LICENCE CHARGE FEBRUARY			189	01-Feb-2019	30-Apr-2019	24.80	24.80	0.00
INV00028152	FIRE LICENCE CHARGE MARCH			189	01-Mar-2019	30-Apr-2019	24.80	24.80	0.00
INV00028737	FIRE LICENCE CHARGE APRIL			189	01-Apr-2019	30-Apr-2019	24.80	24.80	0.00
INV00029329	FIRE LICENCE CHARGE MAY			189	01-May-2019	01-May-2019	24.80	24.80	0.00
Supplier Totals :							99.20	99.20	0.00
QUI04	QUINTE SEWER SERVICE								
9904	FLUSHING			189	04-Apr-2019	04-May-2019	1,898.40	1,898.40	0.00
Supplier Totals :							1,898.40	1,898.40	0.00
RIG01	RIGNEY BUILDING SUPPLIES LTD.								
2503168	WORKS SMALL EQUIPMENT			189	31-Mar-2019	30-Apr-2019	325.44	325.44	0.00

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Vendor Code	Vendor Name	Batch	Invoice Date	Due Date	Invoice Amount	Paid Amount	Discount Amount
Supplier Totals :					325.44	325.44	0.00
RIV14	RIVERSTONE JANITORIAL						
2356	CLEANING APRIL	189	30-Apr-2019	30-Apr-2019	2,588.83	2,588.83	0.00
Supplier Totals :					2,588.83	2,588.83	0.00
SOU03	SOUTHEASTERN TELECOMMUNICATION						
35277	TOWN HALL BILLING	189	27-Mar-2019	28-Apr-2019	312.16	312.16	0.00
35414	TOWN HALL BILLING	189	15-Apr-2019	15-May-2019	124.87	124.87	0.00
Supplier Totals :					437.03	437.03	0.00
STMP000514	WOOD COLLEEN						
UBREFMAY0619	Refund on account 011-00300390-000.	229	06-May-2019	06-May-2019	44.88	44.88	0.00
Supplier Totals :					44.88	44.88	0.00
STO01	STOKES INTERNATIONAL						
1211	POLICE CLOTHING CREDIT	188	18-Mar-2019	18-Apr-2019	-73.39	-73.39	0.00
125046	POLICE CLOTHING	189	15-Apr-2019	15-May-2019	89.15	89.15	0.00
Supplier Totals :					15.76	15.76	0.00
SWI01	SWISH MAINTENANCE LIMITED						
9233141	ARENA CREDIT FOR CLEANING SUPPLIES++	189	11-Jan-2019	30-Apr-2019	-81.27	-81.27	0.00
K608457	ARENA CLEANING SUPPLIES	189	01-Apr-2019	30-Apr-2019	85.73	85.73	0.00
K608458	ARENA SUPPLIES	189	01-Apr-2019	30-Apr-2019	33.17	33.17	0.00
Supplier Totals :					37.63	37.63	0.00
TDW01	TD WEALTH FINANCIAL PLANNING						
RRSP ACCT #6202	RRSP ACCOUNT #620202S W. GIFFORD	189	26-Apr-2019	26-Apr-2019	21,000.00	21,000.00	0.00
Supplier Totals :					21,000.00	21,000.00	0.00
TUR01	TURCOTTE MAJELLA						
1	LIBRARY - WORKSHOP	189	09-Apr-2019	30-Apr-2019	200.00	200.00	0.00
Supplier Totals :					200.00	200.00	0.00
WAR01	WARREN ANNE						
MAY 3, 2019	MEETING STIPEND - LLG ONTARIO HEALTH TEAM	189	03-May-2019	03-May-2019	88.07	88.07	0.00
Supplier Totals :					88.07	88.07	0.00
WHI03	WHITEHOTS INC.						
3314126	LIBRARY BOOKS	189	07-Mar-2019	06-Apr-2019	71.66	71.66	0.00
3318348	LIBRARY BOOKS	189	12-Apr-2019	12-May-2019	185.56	185.56	0.00
3319000	LIBRARY BOOKSW	189	18-Apr-2019	18-May-2019	160.39	160.39	0.00
Supplier Totals :					417.61	417.61	0.00
Computer Paid Total :					246,292.95	246,292.95	0.00

Total Unpaid for Approval :	0.00
Total Discount :	0.00
Total Manually Paid for Approval :	0.00
Total Computer Paid for Approval :	246,292.95
Total EFT Paid for Approval :	0.00
Grand Total ITEMS for Approval :	<u>246,292.95</u>

COW Date: May 21, 2019

IN CAMERA

Subject: Capital Matters Pending

Author: Melanie Kirkby, Treasurer

OPEN SESSION

RECOMMENDATION:

AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVE THE CAPITAL MATTERS PENDING UPDATE, AS PRESENTED IN COW REPORT FIN-2019-17.

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 Municipal Act and regulations.</p> <p>_____</p> <p>Shellee Fournier, CAO</p>
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Town of Gananoque
Capital Projects Pending
As at April 8, 2019

GL Account	2018 Budget	2018 Cost	2019 Budget	2019 Ytd	Total Spent 2018 & 2019	Project Name	Anticipated Completion	Comments
2-5-02501	\$ 3,208,000	\$ 3,084,145.37	\$ -	\$ 978.37	\$ 3,085,123.74	Town Hall Addition		Final lift of asphalt in Spring. Deficiencies after one year.
2-5-02501-5415		\$ 80,052.11	\$ -		\$ 80,052.11	Archeological Study		Stage 3 report submitted to Province in March
2-5-02505		\$ 60,534.39	\$ -	\$ 323.34	\$ 60,857.73	Council Chambers Furnishings	Complete	Budget deviation approved by Council. Project Complete
2-5-04100-5400			\$ 661,440	\$ 636,858.87	\$ 636,858.87	Replace pumper 4	28-Jun-19	Ordered. To be received by June 28, 2019
2-5-04200-5318			\$ 11,000	\$ 11,175.29	\$ 11,175.29	Police 911 communications update		Complete
2-5-04203			\$ 5,000	\$ 5,087.72	\$ 5,087.72	Police computer replacements		Complete
2-5-04207				\$ 6,065.66	\$ 6,065.66	Police Cannabis Analyzer		Complete
2-5-04209			\$ 20,000		\$ -	Police server update		
2-5-04210			\$ 26,000	\$ 22,779.72	\$ 22,779.72	Police sidearms		
2-5-06001	\$ 30,000		\$ 30,000		\$ -	GPS fleet system	Summer 2019	Proposals received. Staff reviewing submissions.
2-5-06005			\$ 15,500		\$ -	Stump grinder	Spring 2019	Ordered. Expecting delivery week of May 20, 2019.
2-5-06006			\$ 65,000		\$ -	Brush chipper	Spring 2019	Payment being processed. Chipper in Service.
2-5-06010			\$ 67,500	\$ 68,179.25	\$ 68,179.25	Bucket truck	Complete	Truck purchased and in service.
2-5-06103			\$ 465,000	\$ 992.16	\$ 992.16	Asphalt, concrete program	Summer 2019	Tenders received. See COW RDS-2019-04 Report.
2-5-06111	\$ 60,000		\$ 60,000		\$ -	Blacksnapper bridge	Fall 2019	Tender being developed.
2-5-05112	\$ 236,844	\$ 15,671.00	\$ 1,560,590	\$ 42,565.76	\$ 58,236.76	Hudson bridge	31-Dec-19	Tender advertised. Tender closes June 7, 2019.
2-5-06142, 08142	\$ 2,019,800	\$ 1,156,682.00	\$ 866,374	\$ 12,778.64	\$ 1,169,460.64	Maple & Osbourne	Early Fall 2019	Maple Street South construction has commenced.
2-5-06500			\$ 100,000		\$ -	Streetlights around RMP	Summer 2019	Waiting for RMP to install concrete curbs, which is scheduled for late June 2019.
2-5-08103	\$ 248,410	\$ 2,769.00	\$ 246,989		\$ 2,769.00	Lagoon upgrades	Winter 2019	Draft RFP for the replacement of 2 Structures - to be advertised early June, work to be completed during low flow
2-5-08104	\$ 375,160	\$ 24,671.00	\$ 353,470		\$ 24,671.00	Pumping Station Upgrades	Winter 2019	ECA application submitted - work to be completed during low flow

Town of Gananoque
Capital Projects Pending
As at April 8, 2019

2-5-08105	\$ 372,885	\$ 10,297.00	\$ 530,232	\$ 31,096.35	\$ 41,393.35	Lagoon desludging	Winter 2019	Clearing and grubbing for the laydown area for the geotubes is underway. Sample results received - discussing next steps with contactor and consultant.
2-5-08106			\$ 30,000		\$ -	Pribusin Upgrade	Fall 2019	Pribusin will be ordered in May/June
2-5-08120			\$ 15,000		\$ -	Sewer lateral camera	Summer 2019	Developing RFQ for advertising.
2-5-08121-08321			\$ 50,000		\$ -	water rate study	Summer 2019	Developing the RFP in consultation with Treasury. Tentative advertising June 2019.
2-5-08125	\$ 2,167,530	\$ 17,613.00	\$ 750,000		\$ 17,613.00	East end pumping station	31-Mar-20	Working on final design
2-5-08145 08345			\$ 64,880	\$ 4,874.04	\$ 4,874.04	Metre replacement	31-Dec-19	New software required (Neputne 360). Meters will be ordered as stock depletes.
2-5-08147	\$ 1,797,865	\$ 108,007.00	\$ 200,000	\$ 1,362.79	\$ 109,369.79	Forcemain upgrades	31-Mar-20	Working with engineers on future works
2-5-08311			\$ 15,000		\$ -	Water tower inspection	Summer 2019	Developing RFQ for advertising.
2-5-08314			\$ 200,000		\$ -	Water treatment plant generator	Summer 2019	Developing RFQ for advertising.
2-5-08319			\$ 14,000		\$ -	Actuators	Summer 2019	Order placed. Waiting for signed agreement. Installation will be coordinated with contractor once received.
2-5-08327	\$ 52,330	\$ 20,826.00	\$ 31,504	\$ 3,111.28	\$ 23,937.28	Flow metres	31-Dec-19	One is installed, one will be installed prior to June 2019. Remaining two require further planning.
2-5-16104			\$ 60,000		\$ -	Legion Park retaining wall	Fall 2019	Finalizing Design and specifications.
2-5-16301			\$ 5,000		\$ -	Arena structural maintenance		Kari beginning to investigate
2-5-16305			\$ 6,000	\$ 3,052.85	\$ 3,052.85	Arena doors		
2-5-16307			\$ 10,000		\$ -	Arena CCTV system		Kari beginning to investigate
2-5-16308			\$ 5,000		\$ -	Arena mechanical replacements		Kari beginning to investigate
2-5-16311				\$ 229,135.18	\$ 229,135.18	Gord Brown Memorial Rink	Phase 1 - July 31, 2019	Project on track.
2-5-16340			\$ 110,000	\$ 108,084.38	\$ 108,084.38	Zamboni		Contract signed. Zamboni ordered.
2-5-16341			\$ 15,000		\$ -	Arena building assessment		Kari beginning to investigate
2-5-16413			\$ 25,000		\$ -	Marina waste enclosure		PW have organized pouring of the pad.
2-5-16700	\$ 20,000		\$ 55,000		\$ -	Marina dock study		Kari is reviewing submissions.
2-5-16701	\$ 20,000		\$ 20,000		\$ -	Marina CCTV system		Kari is reviewing submissions.
2-5-18100	\$ 20,000		\$ 51,410		\$ -	Official Plan review		On hold pending Province

Town of Gananoque
Capital Projects Pending
As at April 8, 2019

2-5-18103			\$ 35,000		\$ -	Development Charges Study		On hold pending Province
2-5-19006			\$ 35,000	\$ 139.92	\$ 139.92	Visitor Centre repairs		
2-5-19015			\$ 75,000		\$ -	ACHM repairs		Joint RFP to be prepared for brick/chimney with Little Pumphouse
2-5-19065	\$ 88,100	\$ 24,286.89		\$ 43,960.35	\$ 68,247.24	St. Lawrence St Hydro burial		Transformers, duct installed in cooperation with EOP.
2-5-19070			\$ 20,000		\$ -	Little Pump House repairs		See above.



COW Report – RDS-2019-04

Date: May 21, 2019 **IN CAMERA**

Subject: Cold Milling of Existing Asphalt and Hot Mix Paving on Streets at Various Locations – Award of Tender

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

RECOMMENDATION:

AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS A BY-LAW, BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN AGREEMENT WITH G. TACKABERRY AND SONS CONSTRUCTION COMPANY LIMITED, IN THE AMOUNT OF \$344,582.75 (PLUS THE TOWN’S PORTION OF THE HST) FOR COLD MILLING OF EXISTING ASPHALT AND HOT MIX PAVING ON STREETS AT VARIOUS LOCATIONS, AS PRESENTED IN COW REPORT RDS-2019-04.

STRATEGIC PLAN COMMENTS:

Sector 2 – Infrastructure and Environment - Strategic Initiative #4 – Design typical road construction standards (Lighting, utilities, sidewalks, boulevards, etc.).

BACKGROUND:

In 2016, the Town completed a Roads Needs Assessment, which identified streets within the Town boundaries, which were in need of rehabilitation, and prescribed methods for rehabilitation, over a 10-year horizon. Roadways (streets) are linear assets and are part of the Town’s Asset Management Plan.

INFORMATION/DISCUSSION:

Contract RDS-2019-02, Tender for Cold Milling of Existing Asphalt and Hot Mix Paving on Streets at Various Locations were received up until 12:00 noon on Friday, April 26, 2019 and opened immediately thereafter. Three (3) bids were received, and are presented in the following chart as they were opened:

BIDDER	PART 1 KING STREET WEST	PART 2 COOPERS ALLEY	PART 3 GEORGIANA STREET	TOTAL (EXCL. HST)
G. TACKABERRY AND SONS	\$152,518.75	\$104,724.00	\$87,340.00	\$344,582.75
KILEY PAVING LTD.	\$152,640.60	\$140,717.00	\$104,685.00	\$398,042.60
COCO PAVING INC.	\$159,367.50	\$168,009.75	\$126,622.75	\$454,000.00

Following the Tender opening, all submissions were checked by staff for mathematical accuracy. There were no errors or informalities found. The following locations have been identified for this year’s program (reference Attachment 1 – Location Map):

STREET (or location)	FROM	TO	SCOPE
King Street West	West Limits	Curbing at West Gate	Full depth Cold Milling, grading and 2 lifts of Asphalt
Coopers Alley	Cowan Alley	Charles Street North	Full depth asphalt removal, including granular base, grading and 2 lifts of Asphalt
Georgiana Street	Stone Street North	Henrietta Street	Full depth Cold Milling, grading and 2 lifts of Asphalt

APPLICABLE POLICY/LEGISLATION:

Procurement By-law No. 2015-087.

FINANCIAL CONSIDERATIONS:

During 2019 Budget deliberations, Council approved \$465,000.00 for this work. There will be an approximate balance of \$114,000 left in the Asphalt Concrete Paving Milling (ACPM) capital account for concrete work (sidewalk and curb installation and or replacement) at various locations throughout Town.

CONSULTATIONS:

Matthew Linton – Public Works Technologist;
 Mike Prior – Public Works Foreman
 Melanie Kirkby – Treasurer

ATTACHMENTS:

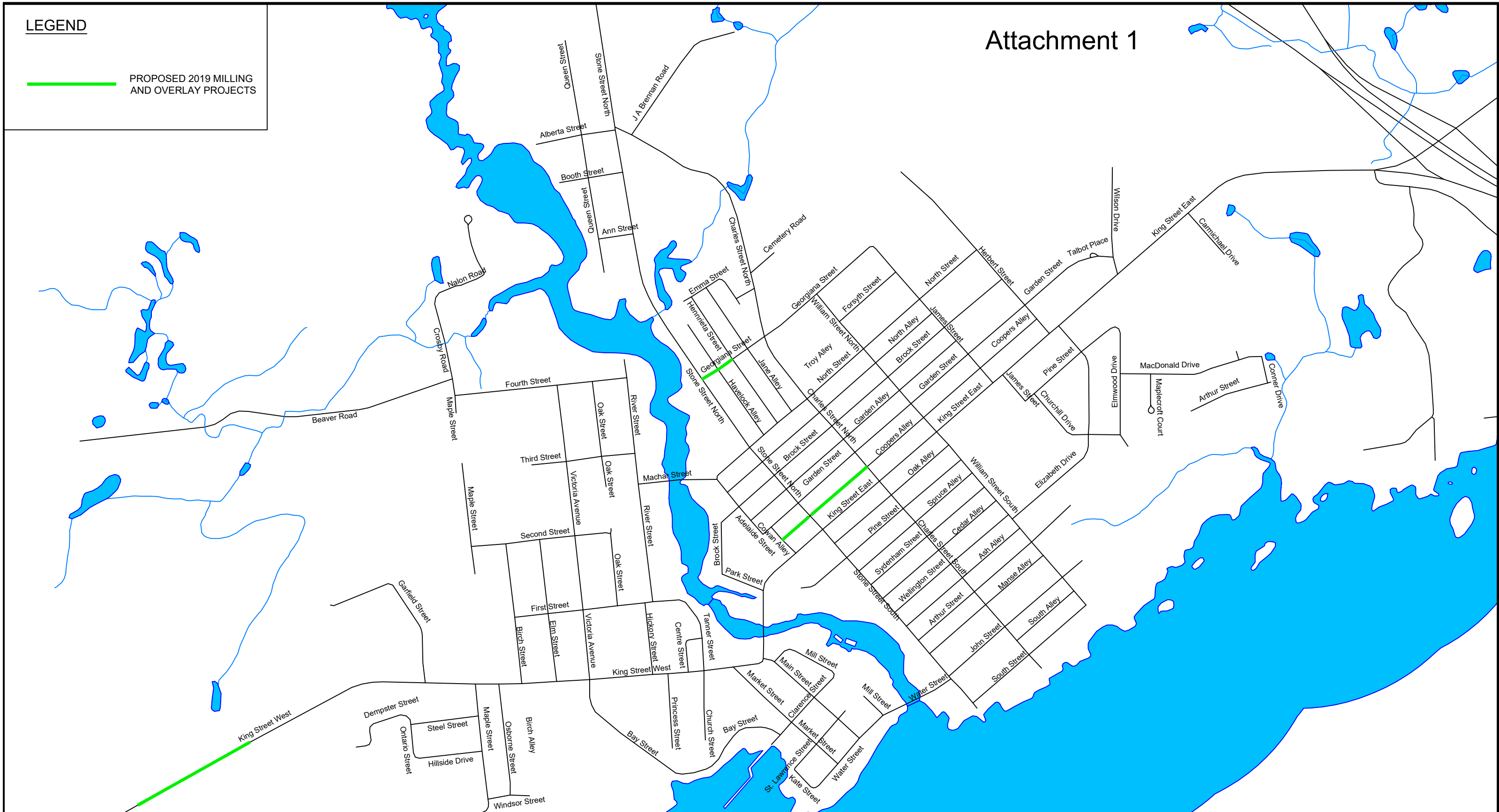
Attachment 1 – Location Map
 Attachment 2 – Draft Agreement

APPROVAL	<p>_____</p> <p>Paul McMunn, Manger of Public Works</p> <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 Municipal Act and regulations.</p> <p>_____</p> <p>Shellee Fournier, CAO</p>
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LEGEND

PROPOSED 2019 MILLING AND OVERLAY PROJECTS

Attachment 1



THE CORPORATION OF THE TOWN OF



GANANOQUE

Canadian Gateway to the 1000 Islands

DATE:
APRIL 2019

SCALE:
N.T.S

DRAWING NAME:
MILLING AND OVERLAY 2019
LOCATION DRAWING

CORPORATION OF THE TOWN OF GANANOQUE
AGREEMENT

BETWEEN: The Corporation of the Town of Gananoque
(Hereinafter referred to as “the Town”)
OF THE FIRST PART

AND: G. Tackaberry and Sons Construction Company Limited
(Hereinafter referred to as “the Contractor”)
OF THE SECOND PART

MADE IN DUPLICATE

WHEREAS authority is given under the *Municipal Act* for the Council of the Town of Gananoque to engage in contracts for the purpose of providing services;

AND WHEREAS the Council of the Corporation of the Town of Gananoque is desirous of engaging G. Tackaberry and Sons Construction Company Limited to undertake the Town’s annual Cold Milling of Existing Asphalt and Hot Mix Paving Contract;

NOW THEREFORE the Town and the Contractor hereby agree to the following terms and conditions:

1. The Contractor will provide the services/scope and undertake the work as set out in the Tender submission being Tender #RDS-2019-02 (attached hereto as Schedule ‘A’) which closed on April 26, 2019 at noon, all documents forming part of this agreement.
2. The Contractor represents and warrants that the performance of this Agreement will not conflict with any other contract to which it is bound and, while performing this Agreement it will not engage in any services or employment or enter into any agreement in conflict with this Agreement. The Contractor agrees to disclose potential conflicts of interest that may arise during the term of this Agreement.
3. The Contractor shall not assign or sublet the whole or any part of this Agreement without the prior written consent of the Town, unless the use of subcontractors is expressly stated in the proposal submitted by the Contractor and accepted by the Town.
4. The Contractor acknowledges that while performing the services under this Agreement, that it is not an employee of the Town of Gananoque, and as such shall be responsible for the payment of all expenses required by law, including, but not necessarily limited to, Employment Insurance premiums, Income Tax, Canada Pension Plan contributions, etc.,

failing which the Contractor shall reimburse the Town for any expenses it may have to pay as a result of the Contractor neglecting to do so.

5. The Town agrees to pay the Contractor up to an upset level of \$344,582.75 (excluding HST) for the Cold Milling of Existing Asphalt on Streets at Various Locations as described in the submitted Tender Document RDS-2019-02. Any additional expenditures shall not be incurred without the prior written approval of the Town.
6. The Contractor will invoice the Town at regular intervals as described in the Tender Documents, or otherwise agreed to by both parties. The Town hereby agrees to pay the invoices in a timely fashion.
7. In the event of any dispute with respect to the payment of the invoices, which cannot otherwise be resolved between the Contractor and the Town, the Contractor and the Town hereby agree to submit the matter to an impartial arbitrator under the *Arbitrations Act*, whose decision shall be final and binding. In the event that a matter is referred to an arbiter under this Article, the parties agree to equally share the cost of the arbiter and any related expenses.
8. The Contractor will cooperate with the Town's auditor with respect to any financial matters involving business between the Contractor and the Town.
9. The Contractor shall, at all times during the term of this Agreement, maintain not less than \$5,000,000 in liability insurance, with the Town as a named insured. A copy of the insurance policy shall be filed with the Town upon the commencement of the Agreement and the Town shall be advised immediately of any change in status in the insurance coverage required pursuant to this Article. The Contractor shall file a current W.S.I.B certificate with the Town upon the commencement of the Agreement.
10. G. Tackaberry and Sons Construction Company Limited shall indemnify and hold the Corporation of the Town of Gananoque harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions whether willful or otherwise by G. Tackaberry and Sons Construction Company Limited, their officers, employees or other persons for whom G. Tackaberry and Sons Construction Company Limited is legally responsible arising out of this agreement.
11. The *Accessibility for Ontarians with Disabilities Act, 2005 (AODA)*, Accessibility Standard for Customer Service (ASCS) and the Integrated Accessibility Standards Regulation (IASR) requires all contractors and their employees who provide goods, services or facilities on behalf of the Town of Gananoque receive training on these standards and on the Human

Rights Code as they pertain to persons with disabilities. The Contractor must keep records of all training, including dates when training was provided, the number of employees who received training and individual training records for their business. Contractors are required to make this information available to the Town and/or the Province upon request.

12. All information collected by the Contractor in the performance of the services described herein shall be considered to be the property of the Town and shall be surrendered to the Town immediately upon request for same. It is understood that in the collection of any information, that the Contractor will have proper regard for the *Municipal Freedom of Information and Protection of Privacy Act*, and that the disclosure of any information collected will be pursuant to the requirements of the legislation as embodied in the procedures set out by the Town.

13. This Agreement shall be effective from the date of its signing thereof and the terms of this Agreement shall remain in force and effect until the end of the warranty period as described in the Tender Documents, or as such time as all deficiencies have been corrected to the satisfaction of the Town, whichever comes last, unless otherwise amended in writing and agreed to by both the Town and the Contractor.

14. This Agreement shall be subject to the applicable laws of Canada and Ontario.

Date this _____ day of _____, 20__.

THE CORPORATION OF THE TOWN OF GANANOQUE

Ted Lojko, Mayor

(SEAL)

Penny Kelly, Clerk

CONTRACTOR

“I/We have the authority to bind the Corporation”



COW Report – CAO-2019-01

Date: May 21, 2019

IN CAMERA

Subject: Thousand Island Day Care – Amending Lease Agreement

Author: Shellee Fournier, CAO

OPEN COUNCIL

RECOMMENDATION:

AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS A BY-LAW, 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 JUNE 30, 2020, AS PRESENTED IN COW REPORT–CAO-2019-01.

STRATEGIC PLAN COMMENTS:

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

BACKGROUND:

On February 6, 2018, Council approved the CAO's recommendation under COW-Report CAO-2018-02 that the Town offer the Thousand Island Day Care Inc. a further 12-month extension to the lease through until June 30, 2019. 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 1, 2019, the Town received correspondence from Michelle Brown from the Child Care United seeking an additional 12-month extension under the same terms and conditions.

As Council is aware, the new provincial government put a spending freeze on all capital projects until they could assess the province's financial situation. This included funding to support the addition at St. Joseph's school.

Mayor Lojko advised that as per his representation on the Joint Services Committee, that the United Counties of Leeds and Grenville Manager of Community and Social Services recently advised the Committee that the daycare project has been finally approved for provincial capital funding. Mayor Lojko confirmed this decision with MPP Steve Clark's office. Details and timing of the funding are yet to be received. It should also be noted that the project programming funding needs to be re-affirmed by the Counties. This discussion will take place in June 2019.

INFORMATION/DISCUSSION:

The proposed Amending Lease Agreement is attached for Council's review. The Amending Agreement simply extends the term of the Lease to June 30, 2020. It provides that the Daycare can notify the Town that it wishes to leave the facility by providing the Town 30 days advance notice. All other the 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. 2018-32 – 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.

FINANCIAL CONSIDERATIONS:

No changes are proposed to the current Lease Agreement.

CONSULTATIONS:

Kathy Briscoe, Supervisor, Thousand Island Day Care Inc.
Michelle Brown, Chair, Childcare United
Mayor Lojko

ATTACHMENTS:

Correspondence from Childcare United
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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Child Care United

Thousand Island Daycare
400 Stone St N
Gananoque, ON
(613) 382-2654

Town Of Gananoque
30 King St E. Gananoque, ON

May 1, 2019

Dear Shellee Fournier

As per our conversation yesterday, I am writing as a formal request to extend the lease on the property at 400 Stone St N in Gananoque, Thousand Island Daycare Center.

We are looking to extend the lease by a year. All other stipulations in the previous lease should remain unchanged.

Thank you to you and Town Council for looking into this matter.

Warm regards,

Michelle Brown
Chair, Child Care United

LEASE AMENDING AGREEMENT

THIS AGREEMENT made the ____ day of _____, 2019.

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, 2019;

AND WHEREAS the Parties mutually desire to amend the Lease such that the term ends on the 30th day of June, 2020;

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 thirty-eight (38) months, commencing on the first day of May 2017 and ending on the 30th day of June 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. 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

)

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;

- (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. 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

 - *Thousand Islands Day Care Limited*

**LEASE
(COMMERCIAL)**

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