

The Corporation of the Town of



REGULAR COUNCIL MEETING AGENDA

Held on March 3, 2020 at 6:00 PM

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

1	Call Meeting to Order
2	Disclosure of Pecuniary Interest & General Nature Thereof
3	Closed Meeting of Council – (Beginning at 5:30 PM)
	<input checked="" type="checkbox"/> A Proposed or Pending Acquisition or Disposition of Land by the Municipality <ul style="list-style-type: none"> • Proposed Acquisition of Land
4	Move Out of Closed Session
5	Matters Arising from Closed Session
6	Additional Items
7	Presentations/Awards/Deputations – None
8	Mayor’s Declarations
	1. Epilepsy Awareness Month
9	Public Meetings – None
10	Unfinished Business
	Brenda Guy, Manager of Planning and Development
	Council-PD-2020-02 –1000 Islands Boat Museum – Municipal Capital Facilities Agreement
	Melanie Kirkby, Treasurer
	Council-FIN-2020-03 – Modernization Grant Funding Approval – Service Delivery Review
11	Consent Agenda
11a	Minutes of Council – Approval of Council Minutes – Tuesday, February 18 and 25, 2020
12	Motions (Council Direction to Staff) – None
13	Notice Required Under the Notice By-law – None
14	Committee Updates (Council Reps)

15	Discussion of Additional Items
16	Miscellaneous / Staff Reports – None
17	Confirmation By-law
	By-law No. 2020-032 – Confirm the proceedings of Council for the meeting held on Tuesday, March 3, 2020 (3 Readings)
18	Next Meeting – Tuesday, March 17, 2020
19	Adjournment



Council Report – PD-2020-02

Date: March 3, 2020 **IN CAMERA**

Subject: 1000 Islands Boat Museum – 125 Water Street

Author: Brenda Guy, Manager of Planning and Development **OPEN SESSION**

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVES COUNCIL REPORT PD-2020-02 1000 ISLAND BOAT MUSEUM AT 125 WATER STREET REGARDING A CAPITAL FACILITIES AGREEMENT FOR INFORMATION PURPOSES ONLY.

STRATEGIC PLAN COMMENTS:

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

BACKGROUND:

Council passed By-law No. 2020-014 on February 4, 2020 authorizing the Mayor and Clerk to sign an amending Agreement with the 1000 Islands Boat Museum for their Lease and Capital Facilities Agreement acknowledging the expanded outdoor patio use, gift shop and cafe.

Subsequently, the recommendation was amended to note in each Agreement that if MPAC assessed the property as commercial, the tenant be responsible for the payment of applicable taxes.

INFORMATION/DISCUSSION

Further to the amendment with respect to MPAC, staff referred to legal counsel regarding amending the Capital Facilities and Lease agreements.

Legal counsel advised that the purpose of a Capital Facilities Agreement (O.Reg 603/06) is specific to deviate or exempt properties from municipal and educational taxes if found to be used for various municipal purposes; one being a “cultural, recreational or tourist purposes”. Additionally, while the entire building is being used as a commercial operation of a café, gift shop, the entire leased or applicable area is that of a campus style.

That being said, the existing Capital Facilities Agreement exempts any municipal or educational taxes and overrides MPAC from assessing the property. It is legislated under O. Reg. 603/06: Municipal and School Capital Facilities – Agreements and Tax Exemptions.

APPLICABLE POLICY/LEGISLATION:

O.Reg.603/06, Capital Facilities Agreement and Lease Agreement with 1000 Islands Boat Museum

FINANCIAL CONSIDERATIONS:

n/a

CONSULTATIONS:

Legal Counsel

ATTACHMENTS:

n/a

APPROVAL	<p>_____</p> <p>Brenda Guy, Manager of Planning and Development</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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G NANOQUE
Council Report – FIN-2020-03

Date: March 3, 2020 **IN CAMERA**

Subject: Modernization Grant Funding Approval – Service Delivery Review

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

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2020-033, BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN A TRANSFER PAYMENT AGREEMENT WITH THE MINISTRY OF MUNICIPAL AFFAIRS AND HOUSING (MMAH) FOR A MUNICIPAL MODERNIZATION PROGRAM GRANT IN THE AMOUNT OF \$65,000, TOWARDS A THIRD-PARTY SERVICE DELIVERY REVIEW PROJECT, AS PRESENTED IN COUNCIL REPORT-FIN-2020-03.

STRATEGIC PLAN COMMENTS:

Sector #3 – Financial Sustainability – Strategic Initiative #1 – Ensure that Gananoque is and remains an affordable place to do business and raise a family;

Sector #3 – Financial Sustainability – Action Item D – Complete a Service Delivery Review of Town operations, and;

Sector #3 – Financial Sustainability – Action Item E – Have staff seek out and apply for all grant opportunities.

BACKGROUND:

On December 3, 2019, received Council Report FIN-2019-06, entitled “Expression of Interest – Municipal Modernization Program” and subsequently passed Motion #19-263, directing staff to submit an Expression of Interest to the Municipal Modernization Program for a grant to fund a third-party Service Delivery Review in the amount of \$65,000.

Prior to the deadline of December 6, 2019, staff submitted an Expression of Interest for Intake 1 to the Ministry for review and consideration.

INFORMATION/DISCUSSION:

On February 24, 2020, Mayor Lojko and the CAO (attached correspondence) were advised by Minister Clark, that the Town’s Expression of Interest submission, has been approved in the amount of \$65,000, for a Town of Gananoque Service Delivery Review.

In order to receive the funding, a By-law authorizing the Mayor and Clerk to (sign a Transfer Payment Agreement with the Ministry is required. As this grant has a very tight timeline, staff recommend issuing the RFP as soon as possible. All grant recipients will be issuing RFPs for a service delivery review very soon and the bids are expected to rise in accordance to the increased demand.

APPLICABLE POLICY/LEGISLATION:

None.

FINANCIAL CONSIDERATIONS:

The approved grant is \$65,000.

CONSULTATIONS:

Senior Management Team

ATTACHMENTS:

Correspondence – Ministry of Municipal Affairs and Housing (MMAH) – Funding Approval

Draft By-law No. 2020-033

Ontario Transfer Payment Agreement

APPROVAL	<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> <hr/> <p>Shellee Fournier, CAO</p>
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**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des Affaires
municipales et du
Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M7A 2J3
Tél.: 416 585-7000



MIN-234-2020-371

February 24, 2020

Your Worship
Mayor Ted Lojko
Town of Gananoque
tlojko@gananoque.ca

Dear Mayor Lojko,

Thank you for your municipality's submission to the Municipal Modernization Program and for your commitment to find smarter, more efficient ways to operate. I am pleased to advise that the Government of Ontario has approved funding of up to \$65,000.00 towards your project *Town of Gananoque Service Delivery Review* for the cost of an independent third-party reviewer to deliver a final report by September 18, 2020 (extended from June 30, 2020).

The Municipal Modernization Program is an important part of our government's plan to help municipalities lower costs and improve services for local residents and businesses over the long term. The review project being undertaken by your municipality is an important step toward achieving Ontario's goal of helping municipalities deliver efficient, effective, modern services that meet the evolving needs of our communities.

A transfer payment agreement is required to provide funding for the project. Ministry staff will be in touch with your staff shortly to finalize the transfer payment agreement and work through details of funding implementation. Should you have any questions, please feel free to contact your Municipal Services Office, or the ministry at municipal.programs@ontario.ca.

Congratulations on this funding approval. I extend my best wishes as we work together to modernize service delivery and focus spending on vital programs and services.

Sincerely,

A handwritten signature in blue ink that reads "Steve Clark".

Steve Clark
Minister

c. Shellee Fournier, CAO, Town of Gananoque

THE CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2020-033

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN A TRANSFER PAYMENT AGREEMENT WITH THE MINISTRY OF MUNICIPAL AFFAIRS AND HOUSING (MMAH), THE “PROVINCE”, FOR A MUNICIPAL MODERNIZATION PROGRAM GRANT IN THE AMOUNT OF \$65,000, TOWARDS A THIRD-PARTY SERVICE DELIVERY REVIEW PROJECT

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

AND WHEREAS the *Municipal Act*, 2001, S.O. 2001, c. 25, provides that the powers of every Council are to be exercised by By-law;

AND WHEREAS the Council of the Corporation of the Town of Gananoque received Council Report FIN-2020-03, and concurs with the recommendation to pass a By-law authorizing the Mayor and Clerk to sign a Transfer Payment Agreement with the Ministry of Municipal Affairs and Housing (MMAH), the “Province” for a Municipal Modernization Program Grant in the amount of \$65,000, towards a third-party Service Delivery Review Project;

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

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

1. AUTHORIZATION:

1.1. That the Mayor and Clerk are hereby authorized to sign a Transfer Payment Agreement with the Ministry of Municipal Affairs and Housing (MMAH), the “Province” for a Municipal Modernization Program Grant in the amount of \$65,000, towards a third-party Service Delivery Review Project.

2. SCHEDULE

2.1. Attached to and forming part of this By-law is the Transfer Payment Agreement with the Ministry of Municipal Affairs and Housing (MMAH), the “Province”, marked as Schedule ‘A’.

3. EFFECTIVE DATE:

3.1. This By-law shall come into full force and effect on the date it is passed by Council.

Read a first, second and third time and finally passed this **xx** day of **xxxxxx**, 2020

Ted Lojko, Mayor

Penny Kelly

(Seal)

ONTARIO TRANSFER PAYMENT AGREEMENT

The Agreement is effective as of the ____ day of _____, 20____

B E T W E E N

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Municipal Affairs and Housing
(the "Province")**

- and -

**The Corporation of the Town of Gananoque
(the "Recipient")**

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

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

any amending agreement entered into as provided for in section 4.1

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

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT

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

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds, it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including *the Broader Public Sector Accountability Act, 2010 (Ontario)*, *the Public Sector Salary Disclosure Act, 1996 (Ontario)*, and *the Auditor General Act (Ontario)*;
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010 (Ontario)*;
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996 (Ontario)*;
- (d) the Province is not responsible for carrying out the Project; and

- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

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

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Municipal Affairs
and Housing**

Date

Name: The Honourable Steve Clark
Title: Minister of Municipal Affairs and Housing

The Corporation of the Town of Gananoque

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

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

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

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

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

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

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

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

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

"Event of Default" has the meaning ascribed to it in section A13.1.

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

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

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

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

"Maximum Funds" means the maximum Funds set out in Schedule "B".

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

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Project" means the undertaking described in Schedule "C".

"Reports" means the reports described in Schedule "F".

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

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

- (a) the full power and authority to enter into the Agreement; and

- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

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

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

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

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

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

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

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient's council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (e) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

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

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

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

A4.5 Interest. If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds;

or

(b) demand from the Recipient the payment of an amount equal to the interest.

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

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

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

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

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

(a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and

(b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 Disclosure. To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any **rights** provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

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

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

(d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

(a) provide to the Province, either:

- (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
- (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and

(b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

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

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

(a) cancel further instalments of Funds;

(b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and

(c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:

- (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
- (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take

one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

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

A13.4 Recipient not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province, the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

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

A15.0 FUNDS UPON EXPIRY

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

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

A16.2 **Debt Due.** If, pursuant to the Agreement:

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

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing

under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

A17.2 Notice Given. Notice will be deemed to have been given:

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

A17.3 Postal Disruption. Despite section A17.2(a), in the event of a postal disruption:

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

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 Consent. When the Province provides its consent pursuant to the Agreement it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 Waiver Request. Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 Waiver Applies. Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and

(b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 Other Agreements. If the Recipient:

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

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

A28.0 SURVIVAL

A28.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(e), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$65,000.00
Expiry Date	December 31, 2020
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$5,000.00
Insurance	\$2,000,000.00
Contact information for the purposes of Notice to the Province	<p>Name: Helen Collins</p> <p>Position: Manager, Municipal Programs and Outreach Unit</p> <p>Address: 777 Bay Street, Toronto, Ontario M7A 2J3, 16th Floor</p> <p>Fax: 416-585-7292</p> <p>Email: helen.collins@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>

Additional Provisions:

B1 Section 4.3 of Schedule "A" is amended by adding the following subsection:

(e) use the Funds only for the purpose of reimbursement for the actual amount

paid to the independent third-party reviewer in accordance with the Project;
and,

- (f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.

SCHEDULE "C"
PROJECT SUMMARY

Objectives

The objective of the Project is to review the Recipient's services, programs and overall operations, in order to address infrastructure concerns and funding cuts, while becoming more financially sustainable in the long term.

Description

The Recipient will retain an independent third-party to conduct a service delivery and modernization review of the Recipient's services, programs and operations.

The reviewer will:

- Identify options and opportunities to change services and service levels;
- Obtain comparative data including bench marking the Recipient's services and programs with comparable municipalities; and,
- Recommend solutions to deliver the most efficient and cost-effective services and programs.

Independent Third-Party Reviewer's Report

The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer's Report.

The Recipient will submit a draft of the Independent Third-Party Reviewer's Report to the Province by August 31, 2020. The draft will summarize the reviewer's preliminary findings and recommendations for cost savings and improved efficiencies.

The Recipient will submit the Independent Third-Party Reviewer's Report to the Province and publish the report on their publicly accessible website by September 18, 2020.

The report will summarize the reviewer's findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies.

SCHEDULE "D"
BUDGET

ITEM	AMOUNT
Reimbursement for payments to independent third-party reviewer	Up to \$65,000.00

SCHEDULE "E"
PAYMENT PLAN

Milestone	Scheduled Payment
<ul style="list-style-type: none"> • Execution of the Agreement 	<p>Initial payment of \$48,750.00 made to Recipient no more than thirty (30) days after the execution of the Agreement</p>
<ul style="list-style-type: none"> • Submission of Interim Progress Report to the Province • Submission of draft Independent Third-Party Reviewer's Report to the Province • Submission of Independent Third-Party Reviewer's Report to the Province • Publishing of Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website • Submission of Final Report to the Province 	<p>Final payment of up to \$16,250.00 made to Recipient no more than thirty (30) days after the Province's approval of the Final Report</p>

SCHEDULE "F" REPORTS

Name of Report	Reporting Due Date
1. Interim Progress Report	June 15 th , 2020
2. Final Report	September 18 th , 2020

Report Details

1. Interim Progress Report

The Recipient will submit an Interim Progress Report to the Province by June 15th, 2020 using the reporting template provided by the Province. The Interim Progress Report will include:

- An update to the estimated cost of the Project, and
- A statement indicating whether the Recipient has retained the independent third-party reviewer.

2. Final Report

The Recipient will submit a Final Report to the Province by September 18th, 2020 using the reporting template provided by the Province. The Final Report will include:

- A hyperlink to the Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website,
- A 250-word abstract of the Project and its findings,
- The actual amount paid by the Recipient to the independent third-party reviewer in accordance with the Project with supporting documentation, such as invoices or receipts, showing actual costs incurred, and
- A statement indicating the percentage of the total amount of service delivery expenditures reviewed that are identified as potential cost savings in the Independent Third-Party Reviewer's Report, which will be the performance measure for the Project.

The Corporation of the Town of
 **GANANOQUE**
 Consent Agenda Items

Moved by:
Seconded by:
Be it resolved that the By-laws and Motions listed on the Consent Agenda be passed accordingly:
BY-LAWS:
2020-023 – Environmentally Sustainable Container Grant Policy
2020-024 – Collecting and Recycling of Styrofoam
2020-025 – 2020 Business Improvement Area (BIA) Budget
2020-026 – Delegation of Powers and Duties Policy Amendment – Vesting – Failed Tax Sales
2020-027 – Property Tax Billing and Collection Policy – Vesting
2020-028 – Visitor Centre Memorandum of Understanding (MOU) with the Township of Leeds and the Thousand Islands (TLTI)
2020-029 – Water Tower License Agreement – United Counties of Leeds and Grenville (UCLG)
MOTIONS:
#20-043 – Approval of Minutes – Tuesday, February 18 and 25, 2020 BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE HEREBY ADOPTS THE REGULAR MINUTES OF TUESDAY, FEBRUARY 18 TH , 2020, AND THE SPECIAL MINUTES OF TUESDAY, FEBRUARY 25 TH , 2020 MEETINGS.
#20-044 – Gananoque Public Library Quarterly Report AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVES THE GANANOQUE PUBLIC LIBRARY QUARTERLY REPORT AS PRESENTED IN COW REPORT LIB-2020-01.
#20-045 – Capital Matters Pending AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVES THE CAPITAL MATTERS PENDING UPDATE, AS PRESENTED IN COW REPORT FIN-2020-09.
SAVE AND EXCEPT
By-law No. 2020-030 – Wellness Reimbursement Policy 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 AMEND THE HUMAN RESOURCES POLICY MANUAL BY-LAW NO. 2014-110, TO INCLUDE THE WELLNESS REIMBURSEMENT POLICY HR-700-18, AS PRESENTED IN COW REPORT CAO-2020-01.
By-law No. 2020-031 – Appointment of Integrity Commissioner 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 MR. TONY FLEMING, CUNNINGHAM SWAN, TO BE APPOINTED AS THE INTEGRITY COMMISSIONER FOR A PERIOD OF THREE (3) YEARS, WITH AN OPTION TO RENEW FOR AN ADDITIONAL ONE (1) YEAR, AS PRESENTED IN COW REPORT CSC-2020-01.

Motion #20-046 – Gananoque Intermediate Secondary School (GISS) Electronic Sign Offer to Purchase

AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE DECLINE THE OFFER OF PURCHASE OF THE ELECTRONIC SIGN FROM THE UPPER CANADA DISTRICT SCHOOL BOARD, AS PRESENTED IN COW REPORT CS-2020-07.

Motion #20-047 – Gananoque & District Humane Society – Council Grant Request

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 \$2,333.45, TO THE GANANOQUE & DISTRICT HUMANE SOCIETY.

As presented at the regular Council Meeting held this 3rd day of March, 2020.

Approved: March 3, 2020

Ted Lojko, Mayor

Unanimous Carried

Ayes _____ Nays _____

THE CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2020-023

BEING A BY-LAW TO ADOPT THE ENVIRONMENTALLY SUSTAINABLE
CONTAINER GRANT PROGRAM POLICY

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

AND WHEREAS the *Municipal Act*, 2001, S.O. 2001, c. 25, provides that the powers of every Council are to be exercised by By-law;

AND WHEREAS the Committee of the Whole considered COW Report FIN-2020-07, and concurs with the recommendation to establish Environmentally Sustainable Container Grant Program Policy;

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

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

1. SCHEDULE:

- 1.1. That the Environmentally Sustainable Container Grant Program Policy, attached hereto and forming part of this is hereby adopted and marked as Schedule 'A'.

2. EFFECTIVE DATE:

- 2.1. This By-law shall come into full force and effect on the date it is passed by Council.

Read a first, second and third time and finally passed this 3rd day of March, 2020.

Ted Lojko, Mayor

Penny Kelly, Clerk

(Seal)

Environmentally Sustainable Container Grant Program Policy

Authority	Council		
Establishing By-law No.	2020-023	Amending By-law No.	N/A

1. PURPOSE

1.1. To establish a transparent, fair and equitable policy for the distribution of Environmentally Sustainable Container Grants for the Corporation of the Town of Gananoque.

2. SCOPE

2.1. This Policy applies to all Businesses who are eligible to apply for a Environmentally Sustainable Container Grant for the Town of Gananoque.

3. AUTHORITY

3.1. The Treasurer is responsible for the monitoring and administration of this Policy.

4. POLICY

4.1. PROCEDURE/PROGRAM GUIDELINES

4.1.1. Who Is Eligible

Any Town of Gananoque food selling business that sells take-out prepared food.

4.1.2. What Is Eligible

The Grant is for the purchase of paper or cardboard take-out containers. The Grant funds must be used to purchase environmentally sustainable containers. Failure to do so will result in the amount of the Grant being billed back to the business on their tax account where applicable. In the event that the property is not subject to property taxes, i.e. mobile canteens, failure to refund grant funds in a non-compliance situation will result in the license not being renewed until the Town receives payment.

4.1.3. Application Procedures

The Business Owner or Manager must submit a completed and signed Grant Application form to the Town of Gananoque’s Treasurer.

4.1.4. Review Process

Complete Grant Applications, with attached proof of expenses, will be reviewed by the Treasurer on a first-come first-serve basis.

Grant Applications will not be approved without attached proof of paid expenses. In the event that an Application does not include the expense receipts, it will not be considered as complete. If the Application is not complete before the Grant budget is exhausted, the Application will not receive funding.

This Grant Program will remain open until all funds are exhausted.

4.1.5. Post-Project Report

All Businesses that receive the grant will report back on the quantity of environmentally sustainable containers that were purchased with the funds.

Attached will be a copy of the invoice for the containers.

4.1.6. Town of Gananoque Recognition

An individual or organization that receives a grant from the Town of Gananoque must acknowledge the receipt of financial assistance by the Town on all publicity or promotional materials.

The Applicant acknowledges that the Town of Gananoque will share the names of recipients on its website and social media platforms.

TOWN OF GANANOQUE

Environmentally Sustainable Food Container Grant Program Application

Business Name:

Owner Name: _____

Cheque payable to:

Business Site Address:

Mailing Address & Postal Code:

Telephone: _____ Email: _____

Grant Amount Requested: \$ _____

Please attach the applicable invoices or receipts dated within a 1 year period, as proof of cost of container type currently purchased and used. (Grant is 50% of applicable cost up to a maximum grant of \$1,000)

- Please check this box to confirm that you are agreeing that your business will be featured on the Town's website and social media pages
- Please check this box to confirm that you acknowledge that the grant must be spent on environmentally sustainable containers and that proof of purchase must be submitted to the Town.

Signature of Applicant

Date

Printed Name of Applicant

PLEASE RETURN THIS APPLICATION TO:

Melanie Kirkby
Treasurer
Town of Gananoque
30 King Street East
Gananoque, Ontario K7G 2T6
Email: mkirkby@gananoque.ca
Phone: (613) 382-2149 ext. 1124
Website: www.gananoque.ca

THE CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2020-024

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN A SERVICE AGREEMENT WITH THE CITY OF KINGSTON TO ALLOW FOR THE CITY'S MATERIAL RECOVERY FACILITY TO ACCEPT CLEAN, SOURCE SEPARATED WHITE POLYSTYRENE (STYROFOAM) FROM THE TOWN OF GANANOQUE

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

AND WHEREAS the *Municipal Act*, 2001, S.O. 2001, c. 25, provides that the powers of every Council are to be exercised by By-law;

AND WHEREAS the Committee of the Whole received COW Report RDS-2020-03, and concurs with the recommendation to pass a By-law authorizing the Mayor and Clerk to sign a Service Agreement with the City of Kingston to allow for the City's material recovery facility to accept clean, source separated white polystyrene (Styrofoam) from the Town of Gananoque;

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

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

1. AUTHORIZATION:

1.1. That the Mayor and Clerk are hereby authorized to sign a Service Agreement with the City of Kingston to allow for the City's material recovery facility to accept clean, source separated white polystyrene (Styrofoam) from the Town of Gananoque.

2. SCHEDULE

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

3. EFFECTIVE DATE:

3.1. This By-law shall come into full force and effect on the date it is passed by Council.

Read a first, second and third time and finally passed this 3rd day of March, 2020

Ted Lojko, Mayor

Penny Kelly

(Seal)

CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2020-025

**BEING A BY-LAW TO ADOPT THE 2020 BUSINESS IMPROVEMENT AREA (BIA)
OPERATING AND CAPITAL BUDGET**

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

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

AND WHEREAS the Council of The Town of Gananoque has prepared a budget including estimates of all sums it requires during the year 2020 for the purposes of the Town pursuant to Section 205 of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended;

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

AND WHEREAS the Committee of the Whole considered COW Report-FIN-2020-06, and concurs with the staff recommendation;

AND WHEREAS the Council of The Corporation of the Town of Gananoque deems it appropriate to pass a By-law to adopt the 2020 Business Improvement Area (BIA) Operating and Capital Budget.

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

1. That the 2020 Operating and Capital budget for the Business Improvement Area, attached hereto as Schedule 'A', is hereby adopted.
2. That the total 2020 amount to be raised from a special charge for Business Improvement Area shall be \$45,100.
3. That the Special Charge on each ratable property shall be set out and attached hereto as Schedule "B".
4. That this By-law come into force and effect as of January 1st, 2020.

Read a first, second and third time and finally passed this 3rd day of March, 2020.

Ted Lojko, Mayor

Penny Kelly, Clerk

(Seal)

General Ledger Trial Balance



Fiscal Year : 2020
 Account : 1-4-?????-???? To 1-5-?????-????
 Period : 1 To 12

Account Code	CC1	CC2	CC3	Account Name	Balance	Budget Amt - BV
FUND	1					
CLASS	4			REVENUE		
CATEGORY	70000			BIA		
1-4-70000-4000				BIA Levy	0.00	-45,100
				Category Total	0.00	-45,100
				REVENUE Total	0.00	-45,100
CLASS	5			EXPENDITURE		
CATEGORY	70000			BIA		
1-5-70000-4901				Levy Adjustments	0.00	500
1-5-70000-5301				Ads, Publications, Subscriptions	0.00	10,000
1-5-70000-5317				Office Supplies	0.00	500
1-5-70000-5400				Contracted Services	508.80	7,000
1-5-70000-5401				Audit Fees	0.00	1,200
1-5-70000-5431				Beautification	0.00	22,000
1-5-70000-5432				Events	0.00	2,000
1-5-70000-5503				Bank Fees	0.00	100
1-5-70000-5901				Transfer to Reserves	0.00	1,800
				Category Total	508.80	45,100
				EXPENDITURE Total	508.80	45,100
				OPERATING Total	508.80	0
				REPORT TOTAL	508.80	0

2020 Business Improvement Area - Special Charge Calculation

1-4-70000-4000

		2020 Total Levy	\$45,100
		Total Assessment	10,624,150
		Tax Rate	0.00424505
ROLL NO.	PROPERTY ADDRESS	Assessment	Levy
015 00400	50 KING ST EAST	169,000	\$ 717.41
015 00500	66 KING ST EAST	106,500	\$ 452.10
015 00600	80 KING ST EAST	292,500	\$ 1,241.68
015 00700	82 KING ST EAST	106,000	\$ 449.97
015 00800	84 KING ST EAST	201,000	\$ 853.25
015 00900	90-96 KING ST EAST	155,400	\$ 659.68
015 01100	98 KING ST EAST	385,450	\$ 1,636.25
015 01200	100 KING ST EAST	467,000	\$ 1,982.44
015 01201	110 KING ST EAST	505,000	\$ 2,143.75
015 01300	118 KING ST EAST	81,200	\$ 344.70
015 01400	124 KING ST EAST	254,900	\$ 1,082.06
015 01500	126-128 KING ST EAST	153,500	\$ 651.61
015 01600	130 KING ST EAST	109,100	\$ 463.13
015 01700	134-140 KING ST EAST	102,500	\$ 435.12
015 01800	146 KING ST EAST	141,300	\$ 599.82
015 01900	154 KING ST EAST	258,000	\$ 1,095.22
015 02000	162-164 KING ST EAST	155,000	\$ 657.98
015 02100	166-168 KING ST EAST	164,500	\$ 698.31
015 02200	170 KING ST EAST	358,000	\$ 1,519.73
015 02300	174-178 KING ST EAST	187,800	\$ 797.22
015 02400	180 KING ST EAST	169,200	\$ 718.26
015 02500	186 KING ST EAST	277,000	\$ 1,175.88
015 02600	190 KING ST EAST	165,000	\$ 700.43
015 02700	192-194 KING ST EAST	190,000	\$ 806.56
015 02800	198 KING ST EAST	181,500	\$ 770.48

Town of Gananoque
2020 BIA Levy

020 23601	5 KING ST EAST	212,000	\$ 899.95	
020 23700	9-15 KING ST EAST	629,200	\$ 2,670.98	
020 23701	21 KING ST EAST	251,400	\$ 1,067.20	
020 23800	25-33 KING ST EAST	107,700	\$ 457.19	
020 23900	37 KING ST EAST	130,800	\$ 555.25	
020 24000	39-41 KING ST EAST	104,200	\$ 442.33	
020 24100	43-45 KING ST EAST	48,000	\$ 203.76	
020 24500	65 KING ST EAST	248,400	\$ 1,054.47	
020 24600	71-75 KING ST EAST	EXEMPT	\$ -	ROYAL THEATRE
020 24700	79-81 KING ST EAST	263,000	\$ 1,116.45	
020 24800	87-95 KING ST EAST	184,500	\$ 783.21	

ROLL NO.	PROPERTY ADDRESS	Assessment	Levy
020 24900	99 KING ST EAST	296,500	\$ 1,258.66
020 25000	101 KING ST EAST	362,000	\$ 1,536.71
020 25100	107-113 KING ST EAST	292,000	\$ 1,239.55
020 25200	115-119 KING ST EAST	61,500	\$ 261.07
020 25300	123-129 KING ST EAST	147,600	\$ 626.57
020 25400	135 KING ST EAST	266,000	\$ 1,129.18
020 25500	141 KING ST EAST	111,000	\$ 471.20
020 25600	147 KING ST EAST	176,000	\$ 747.13
020 25700	155 KING ST EAST	267,000	\$ 1,133.43
020 25800	161 KING ST EAST	243,000	\$ 1,031.55
020 25900	163-167 KING ST EAST	121,500	\$ 515.77
020 26000	169-179 KING ST EAST	320,000	\$ 1,358.41
020 26100	179-183 KING ST EAST	114,500	\$ 486.06
020 26200	185 KING ST EAST	73,000	\$ 309.89
020 26400	191-197 KING ST EAST	257,000	\$ 1,090.98
Total BIA Levy			\$ 45,100.00

THE CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2020-026

**BEING A BY-LAW TO THE DELEGATION OF COUNCIL POWERS AND DUTIES
POLICY BY-LAW NO. 2017-012 TO INCLUDE DELEGATION OF AUTHORITY TO THE
TREASURER TO VEST IN PROPERTY AFTER A FAILED TAX SALE**

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

AND WHEREAS the *Municipal Act*, 2001, S.O. 2001, c. 25, provides that the powers of every Council are to be exercised by By-law;

AND WHEREAS the Committee of the Whole received COW Report FIN-2020-08, and concurs with the recommendation to pass a By-law to amend the Delegation of Council Powers and Duties Policy, By-law No. 2017-012, to include delegation of authority to the Treasurer to Vest in property after a failed tax sale;

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

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

1. AUTHORIZATION:

1.1. That By-law No. 2017-012, be hereby amended to remove and replace with the Schedule 'A', attached hereto and forming part of this By-law.

2. REPEAL

2.1. That any by-law inconsistent with this By-law, specifically referencing Schedule 'A', is hereby repealed.

3. EFFECTIVE DATE:

3.1. This By-law shall come into full force and effect on the date it is passed by Council.

Read a first, second and third time and finally passed this 3rd day of March, 2020

Ted Lojko, Mayor

Penny Kelly

(Seal)



Delegation of Council Powers and Duties				
Authority	Council			
Establishing By-law No.	2017-012	Amending No.	By-law	2020-026

PURPOSE

Section 270 of the *Municipal Act* S.O. 2001, as amended, requires that a municipality adopt and maintain a policy with respect to the delegation of municipal powers and duties.

The Council of the Town of Gananoque recognizes that it is directly responsible for all municipal powers and duties as legislated under the *Municipal Act* S.O. 2001 as amended and recognizes that the delegation of powers and duties does not absolve the Council of their responsibility.

In determining the delegation of its powers and duties, Council shall abide by the legislative restrictions and obligations, and shall ensure that such delegation will be accomplished maintaining the principles of accountability and transparency.

DEFINITIONS

- (a) *Legislative Powers* – Includes all matters where Council acts in a legislative or quasi-judicial function including enacting by-laws, setting policies, and exercising decision-making authority.
- (b) *Administrative Powers* – Includes all matters required for the management of the corporation that do not involve discretionary decision-making.

POLICY STATEMENT

Council, as a duly elected municipal government, is directly accountable to its constituents for its legislative decision-making, policies, and administrative powers. Council’s decisions are generally expressed by by-law or motion of Council carried by a majority vote. The efficient management of the Town and the need to respond to issues in a timely fashion require Council to entrust certain powers and duties to committees and staff while concurrently maintaining accountability, which can be effectively accomplished through the delegation of legislative and administrative functions. Council authority will be delegated within the context set out in the Act and will respect the applicable restrictions outlined in the Act.

POLICY REQUIREMENTS

Town Council supports the delegation of powers and duties to provide efficient management of municipal operations and to respond to matters in a timely fashion. The following shall be the general rules and guidelines relative to the delegation of Council powers and duties:

- 1) All delegation of powers and duties that are made by Council on or after the date of this By-law comes into force shall be made:
 - a) In accordance with sections 23.1 to 23.5 of the *Municipal Act* S.O. 2001 inclusive, or with any other applicable legal requirement;
 - b) By resolution confirmed by by-law or by-law alone.
- 2) Unless otherwise specified, a delegation of power or duty to any officer or employee of the Town includes a delegation to a person who is appointed by the Chief Administrative Officer or by the delegate to act in the capacity of the delegate in their absence.

3) Council shall not delegate any of the following powers and duties:

- a) The power to appoint or remove from office an officer of the Town whose appointment is required by the *Municipal Act*, S.O. 2001.
- b) The power to pass a by-law under Parts VIII, IX and X of the *Municipal Act* S.O. 2001.
- c) The power to incorporate corporations in accordance with section 203 of the *Municipal Act* S.O. 2001.
- d) The power to adopt an Official Plan, Zoning by-law, Development Permit System, or amendments to any of the aforementioned under the *Planning Act*.
- e) The power to pass a by-law under subsections 108 (1) and (2) and 110 (3), (6) and (7) of the *Municipal Act* S.O. 2001.
- f) The power to adopt a community improvement plan under section 28 of the *Planning Act*, if the plan includes provisions that authorize the exercise of any power under subsection 38 (6) or (7) of that Act or under section 365.1 of the *Municipal Act* S.O. 2001.
- g) The power to adopt or amend the budget of the Town.
- h) Any other power or duty that may be prescribed under paragraph 23.3 (1) 9 of the *Municipal Act*, 2001.

Contraventions

The Chief Administrative Officer shall be responsible for receiving complaints and/or concerns related to this policy. Upon receipt of a complaint and/or concern, the Chief Administrative Officer shall notify Council.

Responsibilities

Town staff is responsible for adhering to the parameters of this policy and for ensuring appropriate application of the delegated authority.

Delegate Authority	Delegated To	Relevant Legislated	Rationale
Authority for the execution of Town minutes, by-laws, agreements, etc.	Mayor and Clerk, or designates	Section 23.1 (1) of the <i>Municipal Act</i> , 2001, S. O. 2001, c. 25	The Mayor and Clerk are the designate signing authorities for the Town of Gananoque; with the exclusion of bank financial
Hire/Dismiss all employees, save and except Directors/Officers, in accordance with the Human Resource Policy Manual, Provincial Statutes, and the annual Budget.	Chief Administrative Officer or Designate	Directors/Officers in accordance with the Human Resources Policy Manual, the annual budget, and Provincial Statutes.	Considered to be in compliance with the Human Resources Manual; and/or Officers appointed under the Authority of Provincial Statutes.
When the Restricted Acts Section in the <i>Municipal Act</i> applies after Nomination Day ("Lame Duck" Council), authority shall be granted from Nomination Day through to the Inauguration of the new Council to the Chief Administrative Officer to appoint or remove from office any officer/manager of the municipality.	Chief Administrative Officer or Designate	Section 275(6) of the <i>Municipal Act</i> , 2001	The new longer lame duck period could limit the duration of the Town being without legislated officers and/or managers thereby affecting operations.
When the Restricted Acts Section in the <i>Municipal Act</i> applies after Nomination Day ("Lame Duck" Council), authority shall be granted from Nomination Day through to the Inauguration of the new Council to the Chief Administrative Officer to be the financial signing authority for expenditures, outside the current budget, exceeding \$50,000 and/or for the disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal.	Chief Administrative Officer or Designate	Section 275(6) of the <i>Municipal Act</i> , 2001	Section 275(6) of the <i>Municipal Act</i> provides that the authority of a municipality can be delegated to a person or body prior to Nomination Day for the election of the new Council. It is customary to delegate this authority to the Chief Administrative Officer (CAO).

Delegate Authority	Delegated To	Relevant Legislated	Rationale
When the Restricted Acts Council of the <i>Municipal Act</i> applies after Nomination Day ("Lame Duck" Council), authority shall be granted, from Nomination Day through to the Inauguration of the new Council, to the Chief Administrative Officer to sign an extension to any existing contract/agreement provided that the extension does not extend beyond January 1st after the inaugural meeting of Council and no additional costs are incurred by the Town.	Chief Administrative Officer or Designate	<i>Section 275(6) of the Municipal Act, 2001</i>	Considered an administrative matter
Authorize the Chief Administrative Officer to issue grant applications in favour of the Town.	Chief Administrative Officer or Designate	Section 23.1 (1) of the <i>Municipal Act, 2001</i> , S. O. 2001, c. 25	Applications for grant deadlines do not always match up with Council meetings this will provide the CAO with the authority to sign grant applications.
Authorize the Chief Administrative Officer to execute development confidentiality agreements.	Chief Administrative Officer or Designate	Section 23.1 (1) of the <i>Municipal Act, 2001</i> , S. O. 2001, c. 25	These are usually time sensitive requests that at times are difficult to match up with Council meeting timelines. Confidentiality agreements are required for certain types of development to protect the confidentiality of a potential development and restrict price gouging of property and protect trade secrets. They are typically used prior to the development of a site development agreement.
Authority be granted to approve Facility Rental Agreements.	Manager of Parks and Recreation or Designate	Section 23.1 (1) of the <i>Municipal Act, 2001</i> , S. O. 2001, c. 25	Considered an administrative matter

Delegate Authority	Delegated To	Relevant Legislated	Rationale
Authority be granted to execute/approve Special Event Applications on Town properties.	Manager of Parks and Recreation or Designate	Section 23.1 (1) of the <i>Municipal Act</i> , 2001, S. O. 2001, c. 25	Considered an administrative matter
Authority to temporarily approve road closures and establish parking bans for the purpose of conducting municipal operations and construction, reconstruction, festivals and events.	Manager of Public Works or Designate	Section 23.1 (1) of the <i>Municipal Act</i> , 2001, S. O. 2001, c. 25	Authority granted to ensure all future highway construction projects, festivals, emergencies, and events in the Town are appropriately designated and managed.
Authority may be designated to set a lower rate of speed for motor vehicles driven in a designated “construction zone” than is otherwise prescribed; and the rate of speed shall be marked by signs in accordance with regulations.	Manager of Public Works or Designate	Section 23.1 (1) of the <i>Municipal Act</i> , 2001, S. O. 2001, c. 25	Authority granted to ensure all future highway construction projects, festivals, emergencies, and events in the Town are appropriately designated and managed.
Authority be delegated to the Mayor and Clerk to execute the agreements related to the <i>Planning Act</i> R.S.O. 1990 for a Class I, Class II or Class III under the Development Permit By-law, as required and approved by the appropriate authority.	Mayor and Clerk, or Designates	<i>Planning Act</i> , and; Section 23.1 (1) of the <i>Municipal Act</i> , 2001, S. O. 2001, c. 25	To expedite the administrative functions of the Development Permit By-law as amended.
Authority to approve Class II applications under the Development Permit By-law.	Planning Advisory Committee	<i>Planning Act</i> , and; Section 23.1 (1) of the <i>Municipal Act</i> , 2001, S. O. 2001, c. 25	Authority to approve Class II applications as defined in the Development Permit By-law as amended.

Delegate Authority	Delegated To	Relevant Legislated	Rationale
Authority to execute and approve Mobile Canteen Licences.	Manager of Community Development and Clerk or Designates	Section 23.1 (1) of the <i>Municipal Act</i> , 2001, S. O. 2001, c. 25	Authority to approve Mobile Canteen Licences as per the Mobile Canteen By-law as amended.
<p>Authority to approve Community Improvement applications for the Downtown Area for the Community Improvement Plan. This excludes Brownfield applications. (See By-law 2012-034 "Schedule A")</p> <p>In addition, authority be delegated to the Mayor and Clerk to execute the agreements related to the Planning Act R.S.O. 1990 for Community Improvement Plan, as required and approved by the appropriate authority.</p>	<p>Manager of Community Development, Economic Development Manager and Treasurer or Designates</p> <p>Mayor and Clerk, or Designates</p>	<i>Planning Act</i> , and; Section 23.1 (1) of the <i>Municipal Act</i> , 2001	To expedite the administrative functions of the Community Improvement Plan By-law as amended.
Authority to Mayor and Clerk to execute extensions on approved agreements concerning grants that the Town has received from other agencies (Province etc.).	Mayor and Clerk, or Designates	Section 23.1 (1) of the <i>Municipal Act</i> , 2001, S. O. 2001, c. 25	Extension on funding agreements are to the Towns advantage. Generally initiated by other agencies when grant or loan program timelines are being extended.
Authority to the Mayor and Clerk to execute tax sale extension agreements upon the recommendation of the Treasurer.	Mayor and Clerk, or Designates	Section 23.1 (1) of the <i>Municipal Act</i> , 2001, S. O. 2001, c. 25	Tax sale extension agreements are to the Town's advantage.
Authority to grant to the Treasurer vesting after a failed tax sale.	Treasurer	The Municipal Act, Section 379 (15 & 16), and; Property Tax Billing and Collection Policy	Expedite the administrative functions and to protect owner confidentiality.

THE CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2020-027

BEING A BY-LAW TO AMEND THE PROPERTY TAX BILLING AND COLLECTION POLICY BY-LAW NO. 2010-039, TO THE VESTING SECTION

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

AND WHEREAS the *Municipal Act*, 2001, S.O. 2001, c. 25, provides that the powers of every Council are to be exercised by By-law;

AND WHEREAS the Committee of the Whole received COW Report FIN-2020-08, and concurs with the recommendation to pass a By-law to amend the Property Tax Billing and Collection Policy By-law No. 2010-039, under the “**Vesting**” section to read as follows “***If the property is not to vest, the taxes, penalty and interest and tax sale fees may be written off. Each year the Tax Administrator may prepare a list of such properties for annual write-off thereafter;***”

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

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

1. AUTHORIZATION:

- 1.1. That the Property Tax Billing and Collection Policy By-law No. 2010-039, specifically under the “**Vesting**” section, be hereby amended to remove and replace the last paragraph to read as follows:

“If the property is not to vest, the taxes, penalty and interest and tax sale fees may be written off. Each year the Tax Administrator may prepare a list of such properties for annual write-off thereafter”

2. REPEAL

- 2.1. That any by-law inconsistent with this By-law amendment is hereby repealed.

3. EFFECTIVE DATE:

- 3.1. This By-law shall come into full force and effect on the date it is passed by Council.

Read a first, second and third time and finally passed this 3rd day of March, 2020

Ted Lojko, Mayor

Penny Kelly

(Seal)

Town of Gananoque Property Tax Billing and Collection Policy

The Corporation of the Town of



Property Tax Billing and Collection Policy

Authority	Treasurer		
Establishing By-law No.	2010-039		
Amending By-law No.	2020-027	Amending By-law No.	2018-049

1. PURPOSE

Application of this Policy is critical to manage the Town's tax arrears, ensure that all property owners are dealt with in an equitable manner and to ensure openness and transparency in the manner that the Town bills and collects property taxes.

2. SCOPE

This Policy applies to the Treasurer and Tax Administrator as they facilitate Property Tax Billing and Collection on behalf of the Town of Gananoque and the applicable School Boards of Ontario.

3. AUTHORITY

The Treasurer and the Tax Administrator are responsible for the monitoring, administration and collection of Property Taxes as outlined in this Policy.

4. POLICY

Property Tax Billing and Collection Policy.

Town of Gananoque Property Tax Billing and Collection Policy

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Town of Gananoque Property Tax Billing and Collection Policy

Acronyms, Abbreviations and Definitions

Town –	Means “The Corporation of the Town of Gananoque”
MA –	<i>Ontario Municipal Act</i>
MPAC –	Municipal Property Assessment Corporation
OPTA –	the On-line Property Tax Assistance program which calculates the capping of Ontario properties that fall within capping legislation.
ARB –	the Assessment Review Board
MOS –	Minutes of Settlement (A notice issued by MPAC or the ARB to reflect a change in the billable assessment of a Property)
RFR –	Request for Reconsideration is a document filed by the property owner or their representative with MPAC to request a change in billable assessment
PRAN –	Post Roll Assessment Notice is a document issued by MPAC to reflect a change in the billable assessment of a property
ANA –	Amended Notice of Assessment is a document issued by MPAC to reflect a change in the billable assessment of a property

Town of Gananoque Property Tax Billing and Collection Policy

Billing & Payments

Billings

Interim

As provided in the Municipal Act each property owner, as identified on the returned assessment roll, shall be mailed an interim tax bill. The interim bill shall represent fifty percent (50%) of the previous years' annualized taxes billed and will be mailed 21 business days before the first of two instalment due dates. The two due dates will be March 31st and May 31st or the first business day prior to these dates should they fall on a weekend/holiday, unless otherwise specified by by-law.

The onus is on the property owner to ensure that MPAC and the Town have the correct mailing address for the property owner.

Participants in the monthly pre-authorized payment program will have received a notice in the preceding December advising of what their monthly payment withdrawal from their bank account will be for the months of January through August.

Final

After the annual budget by-law and tax rates and ratios by-law have been approved by Council, a final bill shall be mailed to each registered property owner of record, as of the date that the bills are printed. The final tax bill shall be the levied taxes for the year less the interim bill, and will be payable in two instalments. This final bill will be mailed before the end of July. The two due dates will be August 31st and October 31st or the first business day prior to these dates should they fall on a weekend/holiday, unless otherwise specified by by-law.

All participants in any preauthorized payment program will receive a tax bill with a note on the bill that they are a participant in a preauthorized payment plan and that the bill is for information purposes only. Monthly PAP participants will receive a letter in August detailing the payment amount for the months of September through December, which will be the remaining outstanding taxes for the year, divided by 4, bringing the tax account balance to zero at year end.

Supplementary and Omitted Taxes

After receiving notification from the Municipal Property Assessment Corporation (MPAC) tax bills shall be calculated, printed, and mailed to each property owner as identified on the supplementary/omitted assessment notification listing from MPAC.

Participants in the instalment pre-authorized payment program will receive a tax bill, which indicates that the instalment amounts will be withdrawn on the due dates.

Participants in the monthly pre-authorized payment program will receive a note advising that they must pay the supplementary bill in addition to their current monthly payment plan. The property owner may contact the Tax Administrator to arrange an increase in the monthly payment for the remaining payments of the calendar year that will result in a zero balance on the tax account by year end.

Property Taxes Remitted by a Mortgage Company

Each mortgage company will be provided a listing including roll numbers, taxes owing and the instalment due dates for each property for which the mortgage company has notified the Town that they hold a mortgage interest.

Payments

The following are the methods of payments that are available for the property owner's:

- a) ATM – using the MICR encoded tax bill stub;
- b) Counter of most financial institutions - using the MICR encoded tax bill stub;

Town of Gananoque Property Tax Billing and Collection Policy

- c) Telephone Banking – using the fifteen digit roll number beginning with 0814, as the account number;
- d) Online banking – using the fifteen digit roll number beginning with 0814, as the account number;
- e) By enrolling in the Town's Pre-authorized Payment Plans;
- f) Post Dated Cheque(s);
- g) In person, at the counter or drop box at the Town's administrative office at 30 King Street East, Gananoque;
- h) Payments by a mortgage lender;
- i) Other alternatives as approved by the Treasurer.

Receipts will be provided for all cash payments and upon request by the registered owner for all other methods of payment. Property owners whose payments are made on their behalf by a mortgage company, will be sent a copy of the tax bill stamped paid after payment from the mortgage company has cleared.

If a property has been registered through the Municipal Tax Sale process, payments must be made by certified cheque or cash.

Application of Payments

In accordance with the *Municipal Act 347*, payments shall be applied as follows:

- 1) Oldest to newest interest then penalty,
- 2) Oldest to newest taxes,
- 3) Other charges added to the roll.

Pre-authorized Payment Plans

To assist property owners who prefer to equalize their annual tax payments the following preauthorized payment plans are offered.

- a) **Monthly** – Provides for a withdrawal from the property owner's bank account to the Town bank account, on the first (1st) business day of each month an amount calculated to satisfy that all taxes billed are paid within the current year.

Property owners are eligible if their account is paid up to their chosen date of enrollment. If a payment is not honoured by the property owner's bank, three (3) times in a twelve month period, the applicant relinquishes their right to participate in the program.

The dollar amount to be withdrawn from the participants account shall be recalculated twice a year:

- 1) Once in December, calculating a monthly amount based on the current year's taxes divided by twelve payments, to take effect on January 1st of the following year.
- 2) Again in August, calculating a monthly amount dividing the remaining taxes by 4 installments to be withdrawn September to December inclusive

At both of these recalculations a notification of the payment amount will be mailed to the property owner.

- b) **Instalment** – Provides for a withdrawal from the property owner's bank account on the due date of each of the four tax installments. Property owners are eligible if their tax account is paid on their chosen enrollment date. If a property owner's payment fails to clear the bank twice in a twelve month period, the applicant relinquishes their right to participate in the program. Penalty and interest will be applied to all amounts past due.

Application forms to enroll in either of these Preauthorized Payment Plans must be submitted ten business days prior to the payment withdrawal date. Application forms are available on the Town website and at Town Hall.

Town of Gananoque Property Tax Billing and Collection Policy

Participants in the program wishing to make changes to their application (for example banking information), or cancel their participation in the program must do so in writing a minimum of ten business days prior to the payment withdrawal date.

Returned Payments

Dishonoured payments will be reversed on the applicable tax account and an administrative fee, as indicated in the Town's user fee By-law, will be applied.

Penalty and Interest

In accordance with the *Municipal Act*, section 345 and the Town's Tax Rates and Ratios By-law, penalty and interest shall be charged at the rate of 1.25% per month on any tax arrears that remain outstanding on the first business day of each month.

The penalty and interest calculation is applied after on-line banking batches and payments made at a financial institution have been entered.

Onus is on the Property Owner to know when property tax installments are due. Failure to receive a tax bill does not excuse a ratepayer from the responsibility for payment nor relieve the liability of penalty for late payment, as stated in the Municipal Act.

Penalty and interest adjustments are only authorized :

- 1) For the applicable amount due to write-offs and adjustments of taxes under Section 357/358 of the *Municipal Act*.
- 2) For the applicable amount due to an ARB ruling.
- 3) When approved by the Treasurer for gross and manifest error.

COLLECTION OF ARREARS

Methods of Collection

Dependent upon the age of the arrears all property owners whose property taxes are in arrears may have their taxes collected via:

- a) Reminder notices – sent after the second installment due date of each tax bill.
- b) Collection letters.
- c) Rent atonement as allowed by legislation – one to two years in arrears (refer to the *Residential Tenancy Act*).
- d) Municipal Tax Sale Process – After two (2) years of arrears
- e) Application to the tax account of payment for amounts owed to the property owner for goods or services purchased or received by the Town.
- f) Any other means deemed necessary by the Treasurer.

Reminder Notices

To encourage payment and remind property owners that their tax account is not in good standing the Finance Department shall send a reminder notice to each property owner, whose account is over ten dollars (\$10.00) in arrears. Reminder notices shall be forward to the property owner in the month immediately following the last instalment month in which a due date has occurred.

Properties with Prior Year of Arrears

On or about the fifteenth (15th) of September each year, the Property Tax Aged Trial Balance shall be reviewed for property owners whose taxes will be two years in arrears on January 1st of the next year. All affected property owners shall receive correspondence by the end of September advising them that the property will be eligible for the Municipal Tax Sale Process.

Prior to the end of January, a collection letter will be mailed to notify the property owner(s) that if they do not pay the second year arrears, including all penalty and interest within 30 days, the tax sale process will commence.

All properties with taxes which are two or more years in arrears, as of April 1st each year, shall have the Municipal Tax Sale process commenced unless a suitable payment plan has been negotiated.

Town of Gananoque Property Tax Billing and Collection Policy

Arrears, Payment Plans/Arrangements

Any payment arrangements made before an arrears certificate is registered should be documented on the tax account, specifying the time schedule, method of payment and the amount of each payment. At the Treasurer's discretion, no plan should exceed a period of eighteen (18) months and should include an estimate of taxes, penalty and interest that will be added to the tax account during this time frame such that at the end of the payment arrangement, the tax account will be clear.

Municipal Tax Sale Process

The *Municipal Act* Section 371 authorizes the Treasurer to proceed with the Municipal Tax Sale process if a tax account has any outstanding taxes which are 2 or more years in arrears. Below is an outline of the tax sale process:

1. The Farm Debt Mediation Notice is mailed to the property owner(s) and spouse 15 days prior to the registration of the property. Until the Tax Arrears Certificate is registered payment of the 2 year arrears, including penalty and interest will halt the process until the property has 2 years of arrears.
2. Tax Arrears Certificate (TAC) is registered on the title of the property at the local registry office. Once the tax arrears certificate is registered, the Town may only accept payment in full of outstanding taxes, penalty and interest.
3. First Notice is given within 60 days of registration of the Tax Arrears Certificate to all interested parties which show as having an interest in the property at the land registry office.
4. Treasurer's Declaration must be sworn declaring that the first notices have been sent out.
5. Redemption Period Expires 90 days from the date of the registration of the TAC.
6. Method of Sale – the *Municipal Act* provides that the property may be sold by sealed tender, or public auction.
7. The winning bidder has 15 days to pay in full the purchase price.
8. If the winning bidder does not complete the sale within 15 days, the second highest bidder will be contacted and allowed 15 days to complete the sale.
9. The Town must pay into the Superior Court of Justice any funds in excess of the cancellation price, which includes all tax sale costs, from the proceeds of the sale.
10. A tax deed and statutory declaration of the Treasurer are registered on title.

The property owner or an interested party may halt the process by paying the cancellation price or securing an acceptable payment arrangement. If the cancellation price is paid, a cancellation certificate will be registered on title.

The described order of tax sale events may change if a change is made to the *Municipal Act*. Tax Sales must be conducted in accordance with the latest version of the *Municipal Act*.

***Note: For the 2018 taxation year, only properties with three-year arrears will be registered for tax sale to allow property owners a grace period.**

Extension Agreements

An extension Agreement must be requested by the property owner, their spouse, the mortgage holder or their legal agent, prior to the one year period of the registration of the TAC. The Treasurer may authorize an extension agreement not to exceed a period of eighteen (18) months and which includes an estimate of taxes, penalty and interest

Town of Gananoque Property Tax Billing and Collection Policy

that will be applied to the tax account during this time frame such that at the end of the payment arrangement, the tax account will be clear.

Payment terms may either be through monthly post dated cheques held at the Town Hall or through monthly Preauthorized Withdrawals. If one monthly payment is dishonoured, the extension agreement becomes void and the tax sale process will begin again.

When the terms of the agreement have been fulfilled the Treasurer shall register a Cancellation Certificate on the land title, thus signifying that the tax sale process has ended.

Vesting

Where there is no successful purchaser a Notice of Vesting may be issued and the Treasurer shall register a declaration to that effect at the local land registry office. The Municipal Act allows for inspection of the property including an environmental assessment. If Council decides to vest the property, the tax arrears will be written off and the property may be declared surplus assets and advertised for sale.

The tax sale tender or auction maybe be repeated within two (2) years without writing off the tax arrears.

If the property is not to vest, the taxes, penalty and interest and tax sale fees may be written off. Each year the Tax Administrator may prepare a list of such properties for annual write-off thereafter.

Tax Write-Offs, Rebates, and Deferrals

When the Town receives notifications of change in assessment or tax class, the calculation of the tax changes will be applied to the affected tax account after the final tax bill is issued for the year.

Some of the types of assessment notifications that may affect the assessment value on a property which may result in a write off or reduction in taxes are:

- Applications for Reduction in Assessment – under sections 357 & 358 of the *Municipal Act*
- Assessment Review Board (ARB) Decision – under *Assessment Act*
- Minutes of Settlement (MOS) – under section 40 of the *Assessment Act*
- Post Roll Assessment Notice (PRAN) – under the *Assessment Act*
- Advisory Notice of Adjustment (ANA) – under the *Assessment Act*
- Charity Rebates – under section 361 of the *Municipal Act*
- Legion Rebates – under section 6.1 of the *Assessment Act*

Penalty & Interest Reversal due to Write Offs

As per the *Municipal Act* section 345 (6) & 345 (7) when penalty and interest have accrued on a property tax account as the result of non-payment, and a reduction of the outstanding taxes occurs due to one of the legislation tax reduction methods; the penalty and interest shall be reversed as though the taxes had originally been billed at the revised assessment.

Application for Reduction in Assessment

Under Section 357 and 358 of the Municipal Act, applications may be made to the Town, for reduction in assessment, by the property owner, or their agent for any of the following reasons:

- Building was razed by fire
- Building was demolished
- Ceases to be liable for the tax rate that the property had originally billed at
- Became exempt from property taxation
- Is damaged and substantially unusable
- Where a Mobile unit is removed
- Experiences a Gross or manifest clerical/factual error

Town of Gananoque Property Tax Billing and Collection Policy

Forms for these applications are available on the Town website, www.gananoque.ca or at Town Hall, 30 King Street East, Gananoque, Ontario, K7G 2T6.

The *Municipal Act* requires the following:

- 1) An application may only be made by the owner of the land at the time of the application or by another person who has an interest in the land, or a tenant or occupant, or is the spouse of the owner.
- 2) An application under this section must be filed with the Treasurer on or before February 28th of the following year in respect of which the application is being made. For example, an application being made to affect the 2018 assessment must be filed on or before February 28th, 2019.
- 3) Applications are then forwarded on to MPAC for their valuation of assessment or tax class, change.
- 4) The tax change is calculated by the Tax Administrator, using the revised valuation supplied by MPAC.

Request for Reconsideration

Property owners who are not satisfied with the assessment value of their property may file with MPAC a request for reconsideration. MPAC will accept these applications up to March 31 of each taxation year, for assessments of the current and future year assessments. MPAC will review the assessment of the property and advise the property owner of their findings.

Minutes of Settlement

Minutes of Settlement are issued after a property owner has filed a Request for Reconsideration with MPAC. If the property owner agrees with the new assessment that is offered to them by MPAC, they will sign off on the MOS and the Town will then be sent a signed copy. The Town will then calculate the tax write off and apply it to the tax account after the final tax bill is issued for the year.

MPAC will provide a copy of this decision to OPTA tracking.

Assessment Review Board Applications

If a Property owner is not satisfied with the revised assessment from MPAC, they may apply to the Assessment Review Board (ARB), on the prescribed form to appeal their assessment. After receipt of an ARB decision the Town shall recalculate the taxes for the affected year or years and apply the write off to the tax account after the final tax bill is issued for the year.

Post Roll Assessment Notices

These are notices that are issued by MPAC advising the property owner and the Town that a change in assessment has occurred after the return of the assessment roll. The Town will calculate the revised taxes and apply them to the tax account after the final tax bill for the year is processed.

Advisory Notice of Adjustment

These notices are issued by MPAC to adjust the Current Value Assessment (CVA) starting point and phased-in assessments following a change to a property's assessment, when no other notice is otherwise required to be sent to the property owner. The Town will calculate the revised taxes and apply them to the tax account after the final tax bill for the year is processed.

Charity Tax Rebates

The *Municipal Act*, section 361 requires that every municipality shall have a Charity Rebate program.

Town of Gananoque Property Tax Billing and Collection Policy

To be eligible for tax rebates, these organizations must meet the following criteria:

1. Be defined under section 6.1 of the *Assessment Act*
2. If leasing, be able to identify the amount of taxes included in their lease payments
3. Be a charitable organization as defined in subsection 248 (1) of the *Income Tax Act* and have a registration number issued by the Canada Customs and Revenue Agency.

Eligible organizations must apply for the tax rebate on an annual basis as described:

1. Applications will be accepted up to February 28th of the following year;
2. Applications must be made on the standard application form which will be available at the Town of Gananoque administrative offices and on the Town's website at www.gananoque.ca, be accompanied with current verification of charity status from the Charities Directorate, which may be obtained at the Canada Revenue Agency web site at www.era-arc.gc.ca
3. Where a tenant is applying, provide a copy of the lease, or written confirmation from the landlord, indicating the amount of the applicable property taxes paid.

Charity Rebates are in the amount of 40% of the property taxes applicable to the portion of the building that is occupied by the eligible Charity. Refund cheques will only be issued if the taxes for the property have been paid.

Legion Tax Rebates

Section 6.1 of the *Assessment Act* authorizes a municipality to pass a By-law to exempt certain properties from municipal share taxation.

Eligibility:

To be eligible for tax rebates, Legions must meet the following criteria:

- 1) Be defined under section 6.1 of the *Assessment Act*.
- 2) If leasing, be able to identify the amount of taxes included in their lease payments.

The Tax rebate shall not include Provincial taxes for the school boards unless Provincial legislation changes to include these amounts in the Legion tax rebate.

Low Income Senior or Low Income Disabled Tax Deferral

Section 319 of the *Municipal Act* requires that a municipality shall have a policy for the provision of a Low Income Senior or Low Income Disabled Tax Deferral.

Deferral – the taxes are neither forgiven nor written off – but rather a lien on the property.

To qualify for a Low Income Senior or Low Income Disabled Deferral the following criteria must be met:

- 1) The applicant, or spouse, must occupy the property as personal residence and be the registered owner of the property.
- 2) The applicant, or spouse, must be in receipt of benefits from one of the described programs as outlined in the application form.
- 3) Applicants must supply proof of receipt of benefits from the program specified on the application. An example of which would be a photocopy of the most recent cheque stub from the specified program.

Town of Gananoque Property Tax Billing and Collection Policy

- 4) Eligible applicants will be allowed to defer \$50.00 or more of their annual property taxes.
- 5) If the tax deferral is granted, no interest charges will be added to the amount deferred.
- 6) To maintain eligibility, the applicant's property taxes must be current as described in the agreement.
- 7) In the event of a transference of title of the property, all taxes, penalty and interest shall become past due and payable on the date of transference of such title.
- 8) In the event that it is later determined that the applicant is not eligible for deferral of taxes as indicated under the eligibility criteria, the outstanding taxes shall be considered past due.
- 9) The applicant must complete the appropriate Town application form and submit it to the Treasurer at 30 King Street East, P.O. Box 100, Gananoque, ON K7G 2T6.

Refund of Credit Balances

Credit balances on tax accounts may be refunded upon written request by the property owner, under the following terms and conditions:

- 1) Credits as the result of an assessment reduction after all of the instalments for the year have been paid.
- 2) Duplicate payment of a tax instalment – either by the property owner or a mortgage company, or through other methods, once both payments have been honoured.
- 3) Payments made in error, once the payment has been honoured.
- 4) Prior to refunding any credits from the property tax account, the Town will verify that all other debts with the Town (utilities, and miscellaneous accounts receivable, etc.) have been cleared prior to releasing a credit refund. The Town reserves the right to offset credits on property tax accounts with other debt.
- 5) Credit balance refund cheques will be issued to the registered property owner of record on the date that the cheque is issued. Property owners selling their property who have outstanding applications should ensure that their solicitors are aware of possible tax reductions and that the resulting credits are applied to the statement of adjustments.

Severance/Consolidation of Property or Properties

Property owners may apply for severances of their properties under the authority of the Planning Act. If granted by the Planning Committee the assessment values must be apportioned between the resulting parcels of land. As part of their legislated services, MPAC provides the revised assessment information for taxation purposes.

As most severed portions of land are sold the Town will not recalculate the property taxes for a part year. It is understood that the seller's and buyer's lawyers would address who owes what within the statement of adjustment, as part of the sale process.

Consolidations are processed by MPAC at the written request of the property owner. Property owner should contact MPAC directly to apply for these transactions.

Town of Gananoque Property Tax Billing and Collection Policy

Collection Timeline

MONTH	DESCRIPTION OF ACTION
January	Tax Roll, provided by MPAC is loaded into the Town computer system. Collection Letters are sent to properties in tax sale position.
February	Interim Tax Bills mailed, detailing arrears and tax installments.
March	First instalment due date.
April	Register eligible properties for tax sale.
May	Second Instalment due date.
June	Reminder notices to be mailed.
July (mid)	Final Tax bills mailed, detailing arrears and tax installments.
August	Letters mailed to monthly PAP clients, detailing new payment amounts. First instalment of Final tax bill due at end of the month
September	Collection letters mailed to property owners that will be in a tax sale position on January 1 st .
October	Second Final instalment due at the end of the month
November	Reminder Notices mailed out after being reviewed by Town Auditor.
December	Notices mailed to monthly PAP clients, indicating payment amount for January through July.

THE CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2020-028

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS (TLTI) FOR VISITOR CENTRE SERVICES IN 2020

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

AND WHEREAS the *Municipal Act*, 2001, S.O. 2001, c. 25, provides that the powers of every Council are to be exercised by By-law;

AND WHEREAS the Committee of the Whole received COW Report CS-2020-06, and concurs with the recommendation to pass a By-law authorizing the Mayor and Clerk to sign a Memorandum of Understanding (MOU) with the Township of Leeds and the Thousand Islands (TLTI) for Visitor Centre Services in 2020;

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

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

1. AUTHORIZATION:

1.1. That the Mayor and Clerk are hereby authorized to sign a Memorandum of Understanding (MOU) with the Township of Leeds and the Thousand Islands (TLTI) for Visitor Centre Services in 2020.

2. SCHEDULE

2.1. Attached to and forming part of this By-law is the Memorandum of Understanding (MOU) with the Township of Leeds and the Thousand Islands (TLTI), marked as Schedule 'A'.

3. EFFECTIVE DATE:

3.1. This By-law shall come into full force and effect on the date it is passed by Council.

Read a first, second and third time and finally passed this 3rd day of March, 2020

Ted Lojko, Mayor

Penny Kelly

(Seal)

THE CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2020-029

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN A LICENSE AGREEMENT WITH THE CORPORATION OF THE UNITED COUNTIES OF LEEDS AND GRENVILLE (UCLG), FOR USE OF THE WATER TOWER FOR FIRE COMMUNICATIONS SYSTEMS

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

AND WHEREAS the *Municipal Act*, 2001, S.O. 2001, c. 25, provides that the powers of every Council are to be exercised by By-law;

AND WHEREAS the Committee of the Whole received COW Report UTIL-2020-04, and concurs with the recommendation to pass a By-law authorizing the Mayor and Clerk to sign a License Agreement with the Corporation of the United Counties of Leeds and Grenville (UCLG) for use of the Water Tower located at 665 Charles Street North for Fire Communication Systems, for five (5) years, plus a five (5) year option to extend;

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

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

1. AUTHORIZATION:

1.1. That the Mayor and Clerk are hereby authorized to sign a License Agreement with the Corporation of the United Counties of Leeds and Grenville (UCLG) for use of the Water Tower located at 665 Charles Street North for Fire Communication Systems, for five (5) years, plus a five (5) year option to extend..

2. SCHEDULE

2.1. Attached to and forming part of this By-law is the License Agreement with the Corporation of the United Counties of Leeds and Grenville (UCLG), marked as Schedule 'A'.

3. EFFECTIVE DATE:

3.1. This By-law shall come into full force and effect on the date it is passed by Council.

Read a first, second and third time and finally passed this 3rd day of March, 2020

Ted Lojko, Mayor

Penny Kelly

(Seal)

THIS LICENSE made this ____ day of March, 2020

BETWEEN:

The Corporation of the Town of Gananoque
Hereinafter called the "**Licensor**"

AND:

The Corporation of the United Counties of Leeds and Grenville
Hereinafter called the "**Licensee**"

WHEREAS the Licensor is the owner of property (hereinafter called the "Property") located in the Town of Gananoque at the Public Works Facility, 665 Charles Street North, Gananoque, Ontario;

AND WHEREAS the Licensor has a water tower (hereinafter called the "Tower") on the said Property;

AND WHEREAS the Licensee wishes to place an antennae on the said Tower for its fire communications system for the use of the Licensee;

AND WHEREAS the Licensor is agreeable to allowing the Licensee to use the Property and Tower subject to terms and conditions contained herein;

AND WHEREAS the said antennae shall provide a benefit to the Licensee;

NOW THEREFORE in consideration of one dollar (\$1.00) and the respective obligations herein and hereby assumed, the Parties and their respective successors and assigns do hereby agree as follows:

1. The Licensee may place one (1) antenna, including its radio equipment, on the Licensor's Tower.
2. The purpose of the antennae and its associated equipment is to provide fire radio and pager coverage in the southwest area of Leeds and Grenville, including connecting with the Town of Gananoque's fire communications system.
3. The Licensee shall purchase and install, maintain, operate, support and replace the antennae and its related equipment at its sole cost.
4. The Gananoque fire communications system shall have access to the Counties fire communication system for mutual aid purposes and to provide radio communications with its neighbouring township.
5. The Counties fire communications system enables the Town of Gananoque Fire Department to page its members while they are outside the borders of the Town, including areas into neighbouring municipalities outside the Counties.
6. The Licensee acknowledges it has inspected the location on the Tower, the subject of this License Agreement, and accepts its condition.
7. All installations, maintenance, repair and operations carried out under this License by the Licensee shall be subject to the supervision of the Licensor and using contractors approved by the Licensor, and shall be done at the Licensee's expense and risk, except for any damage which results from the negligence or willful default of the Licensor, its employees or agents.

8. The Licensee shall pay for any electrical connections that shall be made by the Licensee at its expense subject to the supervision of the Licensor.
9. The Licensee shall obtain all necessary permits and consents required to carry out the foregoing and shall pay all fees required.
10. The Licensee shall have specifications for all work to be carried out under this License pre-approved by the Licensor,
11. The Licensee agrees to repair, restore and replace, at the Licensee's sole cost and expense to the reasonable satisfaction of the Licensor, all damages or injuries, structural or otherwise, that may be caused to the Licensor's Property by reason of installation, maintenance, operation or removal of any equipment by the Licensee, its employees or agents.
12. The Licensor may enter and view the state of repair and the Licensee will repair according to notice in writing from the Licensor.
13. The Licensee shall have access to the Tower at reasonable times and in a manner approved by the Licensor for the purpose of installing, maintaining and repairing its equipment. Only persons authorized by the Licensor and under the Licensee's direct supervision shall be permitted access to the Property/Tower.
14. In the event that the Licensee requires immediate access to the Property at times other than normal business hours, the Licensee shall contact Gananoque Emergency Services dispatch at 613-382-3334 and request that the Utilities On-Call operator be paged to provide access.
15. If the Licensee defaults at any time to comply with the terms and conditions of this License, the Licensor may give the Licensee written notice of such default and the Licensee shall correct such default within fifteen (15) days after receipt thereof and if the default remains outstanding on the sixteenth (16th) day, the Licensor may terminate this License forthwith, except in the event that such default reasonably requires more than fifteen (15) days to correct, in which case the Licensee shall have a reasonable time to correct such default.
16. The term of this License shall be for five (5) years commencing on June 1, 2019 and ending May 31, 2024,
17. As long as the Licensee is not in default under this License, the Licensee shall have an option to extend the term of this License for a period of five (5) years commencing June 1, 2024. This option may be exercised by the Licensee by giving written notice to the Licensor at least six (6) months prior to the commencement of the option period, This option shall be on the same terms and conditions as the initial term.
18. The Licensor or Licensee may terminate this License at any time by giving the other Party at least six (6) months' notice in writing of its intent to cancel the License.
19. The Parties agrees that the Tower attachments will not become fixtures and the Licensee agrees to remove the attachments and equipment from the Tower and Property on termination of this License, and repair any damage caused by such removal. In the event of a failure by the Licensee to remove the attachments and equipment after at least ninety (90) days from the termination date, the Licensor may remove the attachments and equipment at the expense of the Licensee.

20. Nothing herein shall be construed to confer upon the Licensee any proprietary rights to the Property.
21. No change or modification to this License shall be valid unless it is in writing and is duly executed by both Parties hereto.
22. The Licensee shall, during the term of this License, keep in force and effect a policy of public liability and property damage insurance with respect to the Property in which the limits of public liability shall be not less than five million dollars (\$5,000,000) per occurrence and property insurance shall be not less than five million dollars (\$5,000,000).
23. Any notice required by this License shall be made in writing and shall be deemed to have been sufficient given three (3) business days after the same has been sent by prepaid mail to the respective Party's address.
24. For the purpose of Clause 19 above, the Parties addresses are:

Licensor: Chief Administrative Officer
Corporation of the Town of Gananoque
30 King Street East, P.O. Box 100 Gananoque, Ontario K7G 2T6

Licensee: Chief Administrative Officer
United Counties of Leeds and Grenville
25 Central Avenue, Suite 100 Brockville, Ontario K6V 4N6
25. Either Party may change its address for notices by providing such changes to the other Party in writing, upon which time the recipient Party shall acknowledge receipt.
26. The Licensee shall not assign or sublet this License in whole or in part or transfer possession under this License without first obtaining the prior written consent of the Licensor.

IN WITNESS WHEREOF the Parties hereto have duly executed this License this _____ day of March, 2020.

Per: Corporation of the Town of Gananoque

Ted Lojko, Mayor

Penny Kelly, Clerk / CEMC

I/We have the authority to bind the Corporation

Per: Corporation of the United Counties of Leeds and Grenville (UCLG)

Andy Brown, CAO

I/We have the authority to bind the Corporation

REGULAR COUNCIL MEETING MINUTES

Held on Tuesday, February 18, 2020

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

COUNCIL MEMBERS PRESENT		STAFF PRESENT
Mayor:	Ted Lojko	Shellee Fournier, CAO/Deputy Clerk
Councillors:	Dave Anderson	Penny Kelly, Clerk/CEMC
	Adrian Haird	Brenda Guy, Manager of Planning and Development
	Matt Harper	Melanie Kirkby, Treasurer
	Mike Kench	Kari Lambe, Manager of Community Services
	Dennis O'Connor	Don Richards, Superintendent of Water and Wastewater
	David Osmond	
Regrets:		Paul McMunn, Manager of Public Works
		Steve Tiernan, Fire Chief

1.	Call Meeting to Order
	Mayor Lojko called the meeting to order at 5:30 PM.
2.	Disclosure of Pecuniary Interest & General Nature Thereof – None
3.	Closed Meeting of Council
	<p>Move Into Closed Session</p> <ul style="list-style-type: none"> Moved by Councillor Kench that the Council of the Town of Gananoque in accordance with Section 239.2 of the <i>Municipal Act</i>, move into Closed Session at 5:30 PM for the purpose of discussing one (1) item under A Proposed or Pending Acquisition or Disposition of Land by the Municipality, and Security of Property of Municipality or Local Board regarding Agnes Maule Machar Park - Boathouses. <p style="text-align: right;">CARRIED – UNANIMOUS</p>
4.	Move Out of Closed Session at 6:12 PM
	The Open Session of Council began at 6:12 PM.
5.	Matters Arising Out of Closed Session
	<ul style="list-style-type: none"> Mayor Lojko reported that Council considered one (1) item under A Proposed or Pending Acquisition or Disposition of Land by the Municipality, and Security of Property of Municipality or Local Board regarding Agnes Maule Machar Park - Boathouses. There is nothing to report out.
6.	Disclosure of Additional Items – None
7.	Presentations / Awards / Deputations
	<ul style="list-style-type: none"> Mayor Lojko congratulated Amanda Trafford, Business Coordinator and Laura Godard, Rural Economic Development (RED) Coordinator on receiving the 2019 Economic Developers Council of Ontario (EDCO) Award for the “Make A Life, Make a Living” Video Series. Mayor Lojko presented Association of Municipal Clerks and Treasurers of Ontario (AMCTO) Certificates to: <ol style="list-style-type: none"> Alex Epp, Tax Administrator for the completion of the Municipal Accounting and Finance Program. Brenda Guy, Manager of Planning and Development for the completion of Units 1 to 4 for the Municipal Law Program. Penny Kelly, Clerk / CEMC, for the completion of Unit 1 of the Municipal Law Program

3. PLACE AN ACTUAL SHOAL MARKER, MOUNTED ON A FRAME AS A DISPLAY AT AN ACCEPTABLE LOCATION AT THE MARINA, WITH A MESSAGE PLAQUE REGARDING TIA'S ESSENTIAL SERVICE, AND;
4. REINSTALL A TIA SIMPLE WATER LEVEL GAUGE ALONG THE MAIN DOCK AT THE MARINA WITH A MESSAGE PLAQUE ABOUT TIA,

AND FURTHER, THAT THE THOUSAND ISLANDS ASSOCIATION (TIA) CORRESPONDENCE DATED JANUARY 12, 2020, BE REFERRED TO THE MARINA MASTER PLAN CONSULTANTS FOR FURTHER CONSIDERATION AND POTENTIAL INCORPORATION INTO THE PLAN.

#20-034 – Frontenac Arch Biosphere Network (FABN) – Request for Financial Contribution

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 \$2,033 TO THE FRONTENAC ARCH BIOSPHERE NETWORK (FABN).

#20-035 – Municipal Property Assessment Corporation (MPAC) Assessment Report for the 2020 Tax Year

AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVES THE MUNICIPAL PROPERTY ASSESSMENT CORPORATION (MPAC) ASSESSMENT REPORT FOR THE 2020 TAX YEAR, AS PRESENTED IN COMMITTEE OF THE WHOLE REPORT FIN-2020-03.

#20-036 – Water and Wastewater Fourth (4th) Quarter Reports

AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVES THE WATER AND WASTEWATER FOURTH (4TH) QUARTER REPORT FOR INFORMATION, AS PRESENTED IN COW REPORT UTIL-2020-01.

#20-037 – 2019 Annual Water Quality Report

AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVES THE 2019 ANNUAL WATER QUALITY REPORT, AS PRESENTED IN COW REPORT UTIL-2020-02.

#20-038 – 2019 Annual Wastewater Performance Report

AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVES THE 2019 ANNUAL WASTEWATER PERFORMANCE REPORT, AS PRESENTED IN COW REPORT UTIL-2020-03.

#20-039 – Rotary Club of Gananoque – Request to Refurbish Confederation Park Sign

AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE ACCEPTS THE OFFER FROM THE ROTARY CLUB OF GANANOQUE TO REFURBISH THE CONFEDERATION PARK SIGN AS ATTACHED TO THIS REPORT;

AND FURTHER THAT THE ROTARY CLUB HAVE PERMISSION TO ADD A ROTARY CLUB OF GANANOQUE SIGN DIRECTLY BELOW THE PARK SIGN AS PRESENTED IN COMMITTEE OF THE WHOLE REPORT CS-2020-05.

18.	Next Meeting – March 3, 2020
19.	Adjournment
	<p>Moved by: Councillor Kench Be it resolved that Council hereby adjourns this regular meeting of Council at 6:36 PM.</p> <p style="text-align: right;">CARRIED – UNANIMOUS</p>
<p>_____</p> <p>Ted Lojko, Mayor</p>	<p>_____</p> <p>Penny Kelly, Clerk</p>

SPECIAL COUNCIL MEETING MINUTES

Held on Tuesday, February 25, 2020

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

COUNCIL MEMBERS PRESENT		STAFF PRESENT
Mayor:	Ted Lojko	Shellee Fournier, CAO/Deputy Clerk
Councillors:	Matt Harper	
	Mike Kench	
	Dennis O'Connor	
	David Osmond	
Regrets:	Dave Anderson	
	Adrian Haird	

1.	Call Meeting to Order		
	Mayor Lojko called the meeting to order at 5:09 PM.		
2.	Disclosure of Pecuniary Interest & General Nature Thereof – None		
3.	Closed Meeting of Council		
	<p>Move Into Closed Session</p> <ul style="list-style-type: none"> Moved by Councillor O'Connor that the Council of the Town of Gananoque in accordance with Section 239.2 of the <i>Municipal Act</i>, move into Closed Session at 5:09 PM for the purpose of discussing one (1) item under A Position, Plan, Procedure, Criteria or Instruction to be Applied to any Negotiations Carried On or to be Carried on by or on Behalf of the Municipality or Local Board with respect to Municipal Servicing. <p style="text-align: right;">CARRIED – UNANIMOUS</p>		
4.	Move Out of Closed Session at 5:40 PM		
5.	Matters Arising Out of Closed Session		
	<ul style="list-style-type: none"> Mayor Lojko reported that a Closed Meeting was held. Council considered one (1) item under A Position, Plan, Procedure, Criteria or Instruction to be Applied to any Negotiations Carried On or to be Carried on by or on Behalf of the Municipality or Local Board, with respect to Municipal Servicing. There was nothing to report out. 		
6.	Confirmation By-law		
	<p>By-law No. 2020-022 – Confirming By-law – February 25, 2020 (3 Readings) Moved by: Councillor O'Connor Seconded by: Councillor Osmond BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2020-022, BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS SPECIAL MEETING HELD ON FEBRUARY 25TH, 2020, BE READ THREE TIMES AND FINALLY PASSED THIS 25TH DAY OF FEBRUARY, 2020.</p> <p style="text-align: right;">CARRIED – UNANIMOUS</p>		
7.	Next Meeting – March 3, 2020		
8.	Adjournment		
	<p>Moved by: Councillor O'Connor Be it resolved that Council hereby adjourns this regular meeting of Council at 5:42 PM.</p> <p style="text-align: right;">CARRIED – UNANIMOUS</p>		
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Ted Lojko, Mayor </td> <td style="width: 50%; border: none;"> <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Shellee Fournier, CAO / Deputy Clerk </td> </tr> </table>		<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Ted Lojko, Mayor	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Shellee Fournier, CAO / Deputy Clerk
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MOTION / RESOLUTION OF COUNCIL

Date: March 3, 2020	
Subject: Confirming By-law – March 3, 2020	
Moved By:	
Seconded By:	
<p>BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2020-032, BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS REGULAR MEETING HELD ON MARCH 3RD, 2020, BE READ THREE TIMES AND FINALLY PASSED THIS 3RD DAY OF MARCH 2020.</p>	

Ayes _____ Nays _____

Carried: _____

Defeated: _____

Tabled/Postponed: _____

Ted Lojko, Mayor

MA s. 246 - When a recorded vote is requested, the Clerk will call for each Councillors vote (Aye or Nay), mark the recorded vote as indicated by the member, and announce whether the motion is carried or defeated. The Mayor will then sign the motion.

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