



REGULAR COUNCIL MEETING MINUTES

Held on Tuesday, September 17, 2019

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	Kari Lambe, Manager of Community Services
	Mike Kench	Paul McMunn, Manager of Public Works
	Dennis O'Connor	Steve Tiernan, Fire Chief
	David Osmond	
Regrets:		Melanie Kirkby, Treasurer

1.	Call Meeting to Order
	Mayor Lojko called the meeting to order at 6:00 PM.
2.	Disclosure of Pecuniary Interest & General Nature Thereof – None
3.	Closed Meeting of Council – None
4.	Disclosure of Additional Items
	1. Council Report CD-2019-09 – Agreement with United Counties of Leeds Grenville – Release of Geographic Information Data
5.	Presentations / Awards / Deputations – None
6.	Mayor's Declaration – None
7.	Public Meetings – None
8.	Unfinished / New Business – None
9.	Consent Agenda
Moved by: Councillor Harper Seconded by: Councillor O'Connor	
Be it resolved that the By-laws and Motions listed on the Consent Agenda be passed accordingly:	
BY-LAWS:	
2019-093 – Municipal Heritage Designation – Alma Villa – 389 King Street East	
2019-094 – Amend By-law No. 2011-090 – Flag Policy	
MOTIONS:	
#19-191 – Approval of Minutes – Tuesday, September 3, 2019	
BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE HEREBY ADOPTS THE MINUTES OF TUESDAY, SEPTEMBER 3 RD , 2019, MEETING.	
#19-192 – Notice of Motion – Study on Transit	
AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE APPROVES THE HIRING OF 4TH YEAR COMMERCE STUDENTS THROUGH QUEENS BUSINESS CONSULTING OF THE SMITH SCHOOL OF BUSINESS – QUEEN'S UNIVERSITY TO CONDUCT A TRANSIT FEASIBILITY STUDY AT AN UPSET LIMIT OF \$2,500 TO BE FUNDED FROM THE YEAR-END RESULTS FROM PUBLIC WORKS.	

#19-193 – Town of Bradford West Gwillimbury – Never Forgotten National Memorial – Resolution No. 219-275 – Request for Support

AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE SUPPORTS THE TOWN OF BRADFORD WEST GWILLIMBURY'S RESOLUTION NO. 2019-075, ENTITLED NEVER FORGOTTEN NATIONAL MEMORIAL.

#19-194 – 2019 Second Quarter Operating Income Statement

AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVES THE 2019 SECOND QUARTER OPERATING INCOME STATEMENT AT JUNE 30, 2019, AS PRESENTED IN COMMITTEE OF THE WHOLE REPORT FIN-2019-31.

CARRIED – UNANIMOUS

SAVE AND EXCEPT:

#19-195 – Amend Traffic and Parking By-law No. 2015-070 – Allow Sports Activities on Roadways

Moved by: Councillor Harper

Seconded by: Councillor O'Connor

AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE APPROVES OPTION #1, (UPHOLD THE CURRENT PROVISIONS OF THE TRAFFIC AND PARKING BY-LAW WITH RESPECT TO SECTIONS 53.1 AND 63.2.5) IN CONSIDERATION OF AMENDING THE TRAFFIC AND PARKING BY-LAW NO. 2015-070, TO ALLOW SPORTS ACTIVITIES ON ROADWAYS, AS PRESENTED IN COW REPORT-RDS-2019-06.

CARRIED – 4 Ayes, 3 Nays

#19-196 – The Kingston Prize, Canada's Portrait Competition – Request for Financial Support

Moved by: Councillor Harper

Seconded by: Councillor O'Connor

AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE APPROVES A COUNCIL GRANT IN THE AMOUNT OF \$2,500.00, TO SUPPORT THE KINGSTON PRIZE, CANADA'S PORTRAIT COMPETITION, BEING HELD IN GANANOQUE FROM OCTOBER 11 TO 27, 2019.

CARRIED – UNANIMOUS

#19-197 – King Street Productions – The First Peoples' Performing Arts Festival of the Thousand Islands – Request for Funding

Moved by: Councillor Harper

Seconded by: Councillor O'Connor

AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE APPROVES A COUNCIL GRANT IN THE AMOUNT OF \$2,500.00, TO SUPPORT THE THIRD ANNUAL FIRST PEOPLES' PERFORMING ARTS FESTIVAL OF THE THOUSAND ISLANDS, BEING HELD IN GANANOQUE FROM SEPTEMBER 27 TO 29, 2019.

CARRIED – UNANIMOUS

#19-198 – 2020 Budget Deliberations

Moved by: Councillor Harper

Seconded by: Councillor O'Connor

AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE DIRECTS STAFF TO PREPARE THE 2020 OPERATING BUDGET WITH A TAX LEVY INCREASE OF 1.5%, AS PRESENTED IN COMMITTEE OF THE WHOLE REPORT FIN-2019-30.

CARRIED – UNANIMOUS

#19-199 – Lease Agreement – Thousand Island Youth Boxing Club – Commercial General Liability Insurance Limit

Moved by: Deputy Mayor Osmond

Seconded by: Councillor Anderson

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE AMENDS MOTION #19-199, TO REMOVE THE AMOUNT OF "\$2 MILLION" AND REPLACE WITH "\$5 MILLION, AT THE BOXING CLUB'S EXPENSE." – DEFEATED – 3 Ayes, 4 Nays

Moved by: Councillor Harper

Seconded by: Councillor O'Connor

AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE APPROVES OPTION B (AS REQUESTED, REDUCE THE

REQUIREMENT OF COMMERCIAL GENERAL LIABILITY TO \$2 MILLION) REGARDING COMMERCIAL GENERAL LIABILITY INSURANCE FOR THE THOUSAND ISLAND YOUTH BOXING CLUB, AS PRESENTED IN COW REPORT ED-2019-10.

CARRIED – 4 Ayes, 3 Nays

Motion #19-200 – Investing in Canada Infrastructure Community Culture and Recreation Stream

Moved by: Councillor Haird

Seconded by: Councillor Kench

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE AMENDS MOTION #19-200 TO DIRECT STAFF TO SUBMIT A GRANT APPLICATION TO INVESTING IN CANADA INFRASTRUCTURE PROGRAM: COMMUNITY, CULTURE AND RECREATION STREAM “FOR THE CONSTRUCTION OF 2/4 NEW TENNIS COURTS, 2/4 PICKLE BALL COURTS, AND A WALKING TRACK AROUND THE COURTS.” – **DEFEATED – 3 Ayes, 4 Nays**

Moved by: Deputy Mayor Osmond

Seconded by: Councillor Kench

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE AMENDS MOTION #19-200 TO REMOVE “OPTIONS D (RENOVATION OF THE KINGSMEN BUILDING INTO A SENIORS COMMUNITY CENTRE)” AND REPLACE WITH “RENOVATING THE LOU JEFFRIES ARENA UPSTAIRS BANQUET HALL.” – **DEFEATED – 1 Aye, 6 Nays**

Moved by: Councillor Harper

Seconded by: Councillor O’Connor

AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE DIRECTS STAFF TO SUBMIT A GRANT APPLICATION TO THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM: COMMUNITY, CULTURE AND RECREATION STREAM FOR OPTION D (RENOVATION OF THE KINSMEN BUILDING INTO A SENIORS COMMUNITY CENTRE) AND REPORT BACK TO COMMITTEE OF THE WHOLE WITH THE RESULTS, AS PRESENTED IN COW REPORT RECM-2019-17. – **DEFEATED – 3 Ayes, 4 Nays**

Motion #19-201 – Investing in Canada Infrastructure Community Culture and Recreation Stream – Community Hub / Community Centre

Moved by: Councillor O’Connor

Seconded by: Councillor Anderson

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE DIRECTS STAFF TO SUBMIT A GRANT APPLICATION TO THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM: COMMUNITY, CULTURE AND RECREATION STREAM TO RENOVATE THE KINSMEN BUILDING INTO A COMMUNITY HUB / COMMUNITY CENTRE AND REPORT BACK TO THE COMMITTEE OF THE WHOLE.

CARRIED – 4 Ayes, 3 Nays

Motion #19-202 – Investing in Canada Infrastructure Community Culture and Recreation Stream – Amend Motion #19-201 – Include an Upset Limit

Moved by: Councillor Harper

Seconded by: Councillor O’Connor

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE AMENDS MOTION #19-201, TO INSERT “WITH AN UPSET LIMIT OF \$1.5 MILLION”.

CARRIED – UNANIMOUS

10.	Motions (Council Direction to Staff) – None
11.	Notice Required Under the Notice By-law – None
12.	Committee Updates (Council Reps)
	<ul style="list-style-type: none"> Councillor Anderson reported on activities / meetings that took place over the last two (2) week period.
13.	Discussion of Additional Items

Council Report CD-2019-09 – Agreement with United Counties of Leeds Grenville – Release of Geographic Information Data (Report Distributed on September 17, 2019 and attached)

Moved by: Councillor Harper

Seconded by: Councillor O’Connor

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2019-096, BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN A MUNICIPAL SUB-LICENSE AGREEMENT WITH THE UNITED COUNTIES OF LEEDS AND GRENVILLE (UCLG), TO RELEASE GEOGRAPHIC INFORMATION DATA, AS PRESENTED IN COUNCIL REPORT CD-2019-09.

CARRIED – UNANIMOUS



Council Report – CD-2019-09

Council Date: September 17, 2019

IN CAMERA

Subject: Agreement with United Counties of Leeds Grenville – Release of Geographic Information Data

Author: Brenda Guy, Manager of Community Development

OPEN COUNCIL

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2019-096 BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN A SUB-LICENSE LEASE AGREEMENT WITH THE UNITED COUNTIES OF LEEDS AND GRENVILLE, TO RELEASE GEOGRAPHIC INFORMATION DATA, AS PRESENTED IN COUNCIL REPORT CD-2019-09.

STRATEGIC PLAN COMMENTS:

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

BACKGROUND:

The United Counties of Leeds and Grenville (UCLG) provides Geographic Information Services for the Town of Gananoque. The Town utilizes the web based system for various functions.

Within the Planning Department the information is used primarily for the processing of *Planning Act* Applications and/or verification of Official Plan and Development Permit designations.

INFORMATION/DISCUSSION:

The Town will be moving forward with the review of the Official Plan.

The Ontario Parcel database includes up to date information from the Ontario Government (Ministry of Natural Resources), Municipal Property Assessment Corporation and Teranet Enterprises Inc. The agreement between parties provides a standardized digital database.

The UCLG in turn has an agreement with the Ontario Parcel to receive the above noted data and works on behalf of a number of municipalities throughout Leeds and Grenville with the GIS services. As part of the agreement, the UCLG is able and has the authority to approve of sub-licenses which is the intent of this request.

The Town has retained the consulting services of J.L. Richards & Associates for the purposes of the Official Plan Review. The review takes into account up to date parcel data as well as mapping from agencies like the Ministry of Natural Resources for natural features such as fish spawning,

floodplains, organic soils, crown lands, source water protection which will formulate schedules within the Official Plan.

Note: The sub-license agreement will also involve future Town projects whereby Consultants require data.

Staff are requesting that Council authorize the Mayor and Clerk to sign the sub-lease agreement with the United Counties of Leeds and Grenville.

APPLICABLE POLICY/LEGISLATION:

Official Plan

FINANCIAL CONSIDERATIONS:

Invoice from UCLG (Cost Recovery)

CONSULTATIONS:

n/a

ATTACHMENTS:

General Municipal Sub-Lease Agreement

APPROVAL	<hr/> <p>Brenda Guy, Manager of Community Development</p> <hr/> <p>Melanie Kirkby, Treasurer Certifies that unless otherwise provided for in this report the funds are contained within the approved Budgets and that the financial transactions are in compliance with Council's own policies and guidelines and the Municipal Act and regulations.</p> <hr/> <p>Shellee Fournier, CAO</p>
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GENERAL MUNICIPAL SUB-LICENCE AGREEMENT

THIS GENERAL MUNICIPAL SUB-LICENCE AGREEMENT ("Agreement") is made as of the Effective Date between The Corporation of the United Counties of Leeds and Grenville with its head office at 25 Central Ave. Brockville, Ontario, K6V 4N6, (the "Licensor") and the approved sub-licensee described below (the "Municipal Sub-licensee"):

Municipal Sub-licensee:	The Incorporated Town of Gananoque		
Municipal Sub-licensee Address:	30 King Street East, P.O. Box 100, Gananoque, Ontario, K7G 2T6		
Telephone Number:	(613) 382-2149	Facsimile Number:	(613) 382-8587
Name of Municipal Sub-licensee Business Contact:	Ms. Brenda Guy		
Business Contact Telephone Number:	(613) 925-2812 Ext 1126	Business Contact Facsimile Number:	(613) 925-4381
Effective Date:	September 10, 2019		

FOR VALUABLE CONSIDERATION, the parties agree to the terms and conditions set out in the General Municipal Sub-Licence Terms and Conditions and all appendices and schedules thereto below.

**FOR THE CORPORATION OF UNITED
COUNTIES OF LEEDS AND GRENVILLE**

FOR THE MUNICIPAL SUB-LICENSEE

Mr. Pat Sayeau, Warden, September 10, 2019
I have authority to bind Licensor

Mr. Ted Lojko, Mayor, September 10, 2019
I have authority to bind the Municipal Licensee

Ms. Lesley Todd, Clerk, September 10, 2019
I have authority to bind Licensor

Ms. Penny Kelly, Clerk, September 10, 2019
I have authority to bind the Municipal Licensee

GENERAL MUNICIPAL SUB-LICENCE TERMS AND CONDITIONS

1.0 DEFINITIONS AND APPENDICES.

1.1 Definitions. In this Agreement and any Schedules attached hereto, the following terms shall have the following meanings:

“**Affiliate**” as to any Person means any other Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. The term “**control**” as used in this definition (including, with correlative meanings, the terms “**controlled by**” and “**under common control with**” as used with respect to any Person) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person whether through ownership of voting securities, by contract or otherwise;

“**Agreement**” means this document and includes all appendices appended hereto and any written amendments signed by both parties hereto;

“**Approved Sub-Licensee**” means a Municipality or Municipal Board has been pre-approved through the Licensors Agreement with the “OPMA”.

“**Bundled Products**” means in respect of: (a) the Municipal Licensee; the Products, or part thereof, bundled or packaged by Municipal Licensee together with the products of Municipal Licensee and/or a third party; and (b) an Approved Sub-Licensee; the Products, or part thereof, bundled or packaged by the Approved Sub-Licensee together with the products of the Approved Sub-Licensee and/or a third party;

“**Derivative Products**” means any digital and other products created by or on behalf of the Municipal Licensee, or an Approved Sub-Licensee, through its use or alteration of any of the Products, including those created through the modification of or addition to the Products or through manipulation of the Products;

“**Documentation**” means the written materials, if any, provided with the Products by Licensor including all manuals and training materials;

“**Effective Date**” has the meaning set out on the face page to this Agreement; “**Geographic Coverage**” with respect to a Product has the meaning set out in the Product Sheet;

“**Internal Business Purposes**” means internal business processes, operations and administration excluding any: (i) direct monetary or commercial gain from the Products, Derivative Products, Resulting Products and Bundled Products; and (b) sale, external distribution or licence of the Products, Derivative Products, Resulting Products and Bundled Products whether or not for a fee; “**Licence**” has the meaning provided in Section 2.1 of this Agreement;

“**Municipality**” means an incorporated city, town, village, township, county, regional or district municipality in the Territory as defined in applicable legislation of the Province of Ontario from time to time but does not include Municipal Licensee; “**Municipal Mandate**” means municipal: (i) planning notifications, (ii) tax certificates,

(iii) zoning compliance reports, (iv) land use compliance reports; and (v) economic development and general planning information, which list may be supplemented from time to time by Licensor;

“**Municipal Parcel Data**” means data about individual parcels of land which, without limitation, includes parcel boundaries for ownership, assessment and crown parcels, easements and rights of way, Indian reserves, railways, leasehold parcels, natural resource parcels, township fabric, survey and control data, and all of related text, parcel centroid and parcel identifiers and compilations notes; “**OPMA**” means the Ontario Parcel Master Agreement April 22, 2002, between the Municipal Property Assessment Corporation (MPAC), Teranet Enterprises Inc. (“**Teranet**”) and Her Majesty the Queen in Right of Ontario Represented by the Minister of Natural Resources (“**MNR**”), as amended from time to time;

“**Person**” means any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organisation, trust, joint venture, body corporate, a government or any department or agency thereof, and a natural person in such person's capacity as trustee, executor, administrator or other legal representative;

“**Products**” means data products licensed by (MPAC) to the Licensor, who sub-licences the data to the Municipal Licensee but, unless otherwise expressly stated to the contrary herein, does not include any related Documentation provided by Licensor;

“**Resulting Products**” means digital and other licensed data products that are provided or created by the use of the Products or any combination or part thereof by Municipal Licensee or its Approved Sub-Licensee, but excludes Derivative Products and Bundled Products;

“**Service Provider**” means a supplier, contractor, developer, surveyor, engineer or other Person performing work for the Municipal Licensee or an Approved Sub-Licensee under its Sub-licence Agreement, in accordance with section 3.0;

“**Sub-licence Agreement**” means, collectively, with respect to the sublicensing of the Products, Derivative Products, Resulting Products and Bundled Products hereunder:

- (a) an agreement entered in by Municipal Licensee with one of its Approved Sub –Licensees or Service Providers;
- (b) an agreement entered into by an Approved Sub-Licensee with one of its Service Providers; and

“**Sub-licensees**” means, collectively, Approved Sub-Licensees, Service Providers and Users, who have entered into a Sub-licence Agreement;

“**Sublicensing Report**” means the *Form of Sublicensing Report* attached hereto as Appendix 2;

“**Supplier**” means a supplier (including the Government of Ontario) to Licensor of one or more components of the Products;

“**Term**” has the meaning set out in Section 11.1 of this Agreement;

“**Territory**” means that geographic area that relates to the Municipal Licensee’s jurisdiction which is described in Appendix 1;

“**User**” in respect of an Internet Service has the meaning set out in the *Internet Guidelines*.

1.2 Appendices. The following are appendices attached to and forming part of this Agreement:

- (a) Appendix 2: *List of Municipal Licensee Digital Products and product description*;
- (b) Appendix 2: *Form of Sublicensing Report*

2.0 LICENCE GRANT: MUNICIPAL SUB-LICENSEE RESTRICTIONS.

2.1 Licence Grant. Licensor grants to the Municipal Sub-licensee, and Municipal Sub-licensee accepts a non-exclusive non-transferable perpetual licence (subject to termination under section 8.0) to:

- (a) do the following for the Approved Sub-Licensee’s Internal Business Purposes:
 - (i) use and reproduce the Products, Documentation and the Licensor’s Derivative Products, Resulting Products and Bundled Products;
 - (ii) adapt, translate, convert and modify the Products and the Licensor’s Derivative Products, Resulting Products and Bundled Products to produce its own Derivative Products;
 - (iii) use, reproduce, adapt, translate, convert and modify its Derivative Products; and
 - (iv) produce, reproduce and use Resulting Products and Bundled Products; and
- (b) sublicense the Products, Derivative Products, Resulting Products and Bundled Products to a Service Provider for Approved Sub-Licensee’s Internal Business Purposes in accordance with section 4.0 below.

Approved Sub-Licensee may not transfer, license, sublicense, sell, assign or otherwise transfer its rights in and to the Products, Derivative Products, Resulting Products, Bundled Products and Documentation except as expressly set out above.

2.2 Sub-licence Restrictions.

- (a) strictly prohibit any further transfer, licensing, sublicensing, sale, assignment or distribution of the Products, Documentation, Derivative Products, Bundled Products and Resulting Products except as expressly set out herein;
- (b) not make any representations, warranties, or guarantees concerning the Products, Derivative

Products, Resulting Products and Bundled Products that are inconsistent with or in addition to those made by Licensor in this Agreement;

- (c) not provide for maintenance for the Products, Derivative Products, Resulting Products and Bundled Products or any part thereof that are greater than the Licensor’s obligations set out in this Agreement or that extend beyond the Term of this Agreement;;
- (d) include terms substantially similar to those set out in this Agreement; and

2.3 Other Obligations of an Approved Sub-Licensee.

- (a) Municipal Sub-licensee must have a Sub-licence Agreement with its Service Providers. Copies of all Sub-licence agreements must be kept by Approved Sub-Licensee and produced to Licensor, on request, for inspection and copying.
- (b) Each Sub-licence Agreement with an Approved Sub-Licensee shall provide that Sub-Licensees shall notify Licensor in writing with respect to any issues or disputes arising from or related to Products, Documentation, Derivative Products, Resulting Products and Bundled Products including notification to Licensor of any default under Approved Sub-Licensee’s Sub-licence Agreements.
- (c) Approved Sub-Licensee shall not deliver the Products, Derivative Products, Resulting Products and Bundled Products, or part thereof, to its Service Providers and Users until Sub-Licensee is in receipt of a Sub-licence Agreement in accordance with the terms and conditions of this Agreement.
- (d) If Licensor determines that a Sub-licence Agreement between an Sub-Licensee and one of its Service Providers does not conform with the requirements of this Agreement, Sub-Licensee, at Licensor’s request, shall forthwith terminate its Sub-licence Agreement with such Service Provider.
- (e) On termination of a Sub-licence Agreement with one of its Service Providers, Sub-Licensee shall direct its Service Provider to cease using and destroy the Products, Derivative Products, Resulting Products and Bundled Products and request such Service Provider certify that all Products, Derivative Products, Resulting Products, Bundled Products have been purged from its computer systems, and that all hardcopy materials produced from the Products, the Derivative Products, Resulting Products and Bundled Products have been destroyed.
- (f) Each Sub-licence Agreement with an Approved Sub-Licensee shall: (i) contain an acknowledgement by Approved Sub-Licensee that the Products were not created by or for Approved Sub-Licensee and that it does not have the authority to regulate the use of the Products and that it does not have a statutory obligation to collect or maintain the Products; and (ii) provide that, in the event that a request for all or part of the

Products, Derivative Products, Resulting Products and Bundled Products provided by Licensor to an Approved Sub-licensee hereunder is made to Approved Sub-Licensee pursuant to applicable protection of privacy and access to information legislation, Approved Sub-Licensee shall provide notice of such a request to Licensor within five (5) calendar days of the request being made, and Approved Sub-Licensee shall co-operate with Licensor in handling such a request.

2.4 Survival of Approved Sub-Licensee’s Sub-licence Agreements. A Sub-licence Agreement between an Approved Sub-Licensee and one of its Users, if it has properly granted by Approved Sub-Licensee, and has not expired or been terminated (and neither party is in breach thereof), shall survive termination of the Sublicense Agreement between the Licensor and such Approved Sub-Licensee.

3.0 LICENSES WITH SERVICE PROVIDERS AND LICENCE RESTRICTIONS

3.1 Licence Grant. The Municipal Licensee and its Approved Sub-Licensees may, subject to the terms and conditions of this Agreement, each sub-licence the Products, Derivative Products, Resulting Products and Bundled Products to their respective Service Providers for their respective Internal Business Purposes provided that the Service Provider:

- (a) performs work to the benefit of the Municipal Licensee or the Approved Sub-Licensee with whom it enters into the Sub-licence Agreement;
- (b) uses the Products, Resulting Products, Derivative Products and Bundled Products solely for performance of such work;
- (c) destroys the Products, Resulting Products, Derivative Products and Bundled Products on the earlier of completion of the work or the expiration or termination of the Sub-licence Agreement;
- (d) is a Person to whom, in the normal course of doing business, the Municipal Licensee or the Approved Sub-Licensee, as the case may be, would provide access to the Products, Derivative Products, Resulting Products and Bundled Products in fulfilment of its respective Municipal Mandate.

3.2 Sub-licence Agreement Restrictions. Each such Sub-licence Agreement with a Service Provider shall:

- (a) be non-exclusive and non-transferable and shall be limited in duration;
- (b) limit Service Provider’s use of the Products, Documentation and Derivative Products, Bundled Products and any Resulting Products, or part thereof to the purpose of carrying out the work of the Municipal Licensee or Approved Sub-Licensee as the

case may be;

- (c) not make any representations, warranties, or guarantees concerning the Products, Derivative Products, Resulting Products and Bundled Products that are inconsistent with or in addition to those made by Licensor in this Agreement;
- (d) not provide for maintenance of Products, Derivative Products, Resulting Products and Bundled Products after the termination or expiration of the OPMA;
- (e) expressly prohibit a Service Provider from sublicensing or otherwise distributing or making commercial use of the Products, Documentation, Derivative Products, Resulting Products and Bundled Products, or part thereof; and
- (f) not contain any fee or charge in consideration of such sublicensing of the Products, Derivative Products, Resulting Products and Bundled Products, except on a cost recovery basis.

3.3 Survival of Sub-licence with Service Providers.

- (a) A Sub-licence Agreement between a Municipal Licensee and a Service Provider shall not survive termination of this Agreement.
- (b) A Sub-licence Agreement between an Approved Sub-Licensee and a Service Provider shall not survive termination of the Sub-licence Agreement between such Approved Sub-Licensee and Municipal Licensee.

4.0 GENERAL SUB-LICENCE AGREEMENT RESTRICTIONS

4.1 No Further Use and Distribution. Except as expressly approved herein, no further use may be made of the Products, Documentation, Derivative Products and Bundled Products and the Products, Documentation, Derivative Products and Bundled Products may not be marketed, published, distributed (electronically or otherwise), licensed, rented, dealt with, shared in a time sharing arrangement or otherwise transferred, in the whole or in part, to any third party either voluntarily or by operation of law.

4.2 No Warranties. Each Sub-licence Agreement, (other than those used for an Internet Service, which shall be in accordance the Internet Guidelines in Appendix 1) shall contain an acknowledgement that:

- (a) the licensing party under the Sub-licence Agreement (the “**Sub-licensor**”) and its suppliers make no warranties with respect to the Products, Derivative Products, Resulting Products and Bundled Products and that the Products, Derivative Products, Resulting Products and Bundled Products are provided on an “as is” and “as available” basis, without any warranties, representations or conditions, express or implied including warranties, representations or conditions of merchantable quality, fitness for a particular purpose or non-infringement of third party rights, or those arising by law or by usage of trade or course of dealing;

- (b) the entire risk as to the results and performance of the Products, Derivative Products, Resulting Products and Bundled Products is assumed by Sub-licensor's sub-licensees and their users.
- (c) Sub-licensor and its suppliers shall not have any liability to its sub-licensees, any Person or entity for any loss of revenue, profit or savings, lost or damaged data, or other commercial or economic loss, or any indirect, incidental, special or consequential damages whatsoever, even if Sub-licensor and its suppliers have been advised of the possibility of such damages, or for claims of any nature by a third party against Sub-licensor's sub-licensor and their users;
- (d) notwithstanding anything else in the Sub-licence Agreement, the maximum aggregate liability of the Sub-licensor and its suppliers to Sub-licensor's sub-licensees and their users or any other Person for any cause whatsoever related to the Products, Derivative Products, Resulting Products and Bundled Products shall not exceed the fees actually paid by Municipal Licensee in the last 12 months under this Agreement, if any; or, if no licence fees have been paid, \$1, which limitation of liability shall apply whether or not the liability results from a breach of a fundamental term or condition or a fundamental breach; and
- (e) Sub-licensor accesses records filed with certain suppliers and that the acknowledgements in this section 5.2 are also to the benefit of, and can be relied on by, such suppliers and shall survive expiration or termination of the Sub-licence Agreement.

4.3 Notices. Any and all notices applied by or on behalf of Licensor to the Products, including notices relating to copyright or other intellectual property or proprietary rights and limitation of liability shall be reproduced on all copies of the Products, Documentation, Derivative Products, Resulting Products and Bundled Products. Where hard copy products including paper maps are produced, the applicable notifications set out in Product Sheets shall be placed thereon. The Municipal Licensee and the Sub-licensees shall not limit or derogate from the scope of the notices set out in Products, Documentation and in applicable Product Sheets.

4.4 Standards. When sublicensing the Products, Derivative Products, Resulting Products and Bundled Products the Municipal Licensee and its Approved Sub-Licensees shall each:

- (a) not engage in any deceptive, misleading, illegal, or unethical practices that may be detrimental to Licensor and its Suppliers or to the Products, Derivative Products, Resulting Products and Bundled Products;
- (b) provide adequate support, technical literature, and such other assistance as may be necessary or appropriate to the use of the Products, Derivative Products, Resulting Products and Bundled Products; and

- (c) comply with all applicable laws and regulations relating to the marketing, licensing and promotion of the Products, Derivative Products, Resulting Products and Bundled Products including any applicable privacy and access to information laws.

5.0 UPDATES AND MAINTENANCE.

5.1 Updates and Support. Municipal Licensee acknowledges that Licensor and its Suppliers are not required to provide any updates, fixes, new versions, new releases, maintenance and support for the Products to Municipal Licensee, Sub-licensees or any other Person unless expressly set out in a Product Sheet.

5.2 Exclusion. Notwithstanding section 6.1, Municipal Licensee acknowledges that no maintenance shall be provided by Licensor for Products containing or based on the MPAC/MNR assessment parcel fabric and crown parcel fabric after the earlier of expiration or termination of the OPMA.

6.0 OWNERSHIP RIGHTS.

6.1 IP Acknowledgement. Municipal Sub-Licensee acknowledges that:

- (a) the Products contain technical information and commercial information and copyright, trade secret rights and other intellectual property and proprietary rights reside in the Products and Documentation;
- (b) (MPAC) and its Suppliers hold copyright and other intellectual and proprietary rights in the Products and Documentation, and all right, title and interest in and to the Products and Documentation, including the Products as they may form part of Derivative Products, Resulting Products and Bundled Products, and all modifications thereto will at all times be vested in and remain the property of MPAC and its Suppliers (including the Government of Ontario who may own or licence the Products);
- (c) no change made to Products or Documentation however extensive, shall affect or negate the title of Licensor and its Suppliers in the Products and Documentation or any component of the Products incorporated into a Derivative Product, Resulting Product and a Bundled Product;
- (d) no ownership right in and to the Products and Documentation are transferred to Municipal Licensee; and
- (e) MPAC hereby reserves all copyright, trade secret, intellectual property and proprietary rights not expressly granted hereunder.

REPORTS, BUSINESS RECORDS AND INSPECTION.

7.0 Business Records. Municipal Sub-Licensee shall

maintain accurate business records of all transactions relating to the sublicensing of the Products, Derivative Products, Resulting Products and Bundled Products to other Persons. Such records shall be open for inspection or audit by Licensor or its agents and representatives, at the expense of Licensor, during normal business hours upon no less than five (5) days prior written notice. Municipal Licensee shall maintain all such records for a period of at least five (5) years after the termination of this Agreement. Municipal Licensee shall ensure all Sub-licensees, other than Users, maintain all such records for a period of at least five (5) years after the earlier of expiration or termination of the related Sub-licence Agreement. Licensor shall have the right to make copies of such records at its own expense, provided that Licensor's right to audit the aforementioned business records may be exercised no more than once every calendar year. Licensor will bear the cost of the audit unless the audit determines that accurate business records have not been maintained by Municipal Licensee or Approved Sub-Licensee in which case the Municipal Licensee shall bear the cost of the Licensor's audit.

7.1 Reports. Municipal Licensee shall provide reports and other information with respect to the use and sublicensing of Products, Documentation, Derivative Products, Resulting Products and Bundled Products as may be requested by Licensor, including, without limitation, copies of Sub-licence Agreements entered into under this Agreement.

8.0 TERM AND TERMINATION

8.1 Commencement. This Agreement shall commence on the Effective Date and continue until terminated in accordance with the provisions of this Agreement (the "Term").

8.2 Termination of this Agreement. This Agreement, and any Licence granted hereunder shall terminate immediately in the event that:

- (a) Municipal Licensee is in default of a material obligation under this Agreement, and the default is not cured within thirty (30) calendar days of receiving the notice from Licensor;
- (b) Municipal Licensee breaches any of its obligations or covenants hereunder with respect to confidential information, or infringes any copyright or other intellectual property or proprietary rights in the Products;
- (c) a Sub-licensee is in default of its Sub-licence Agreement with Licensor and Municipal Licensee fails to terminate the Sub-licence Agreement and secure return of all copies of the Products, Derivative Products, Resulting Products and Bundled Products within thirty (30) calendar days of becoming aware of the occurrence of such default by Sub-licensee;
- (d) any applicable law, regulation, decision, order or

government policy restricts or precludes the collection, use or disclosure of the Products or any part thereof by Licensor, or the use of or access to the Products or part thereof by Licensor;

- (e) any law, governmental regulation or order is issued by the office of the Privacy Commissioner of Ontario or the federal Privacy Commissioner restricts or precludes the collection, use and/or disclosure of the Products, or any part thereof, or the use of or access to the Products; or
- (f) any one of Licensor's Suppliers terminates Licensor's right to sublicense the Products, or any part thereof, hereunder.

8.3 Other Remedies. Municipal Licensee agrees that any dealings with the Products, Derivative Products, Resulting Products and Bundled Products in a manner inconsistent with or in derogation of Licensor's ownership or proprietary rights therein, by Municipal Licensee or a Sub-licensee, would cause Licensor irreparable harm for which monetary damages would not be a sufficient or appropriate remedy.

9.0 REPRESENTATIONS, WARRANTIES AND CONFIDENTIALITY.

9.1 General. Licensor and Municipal Licensee represent and warrant to each other as follows:

- (a) it has the power to and is authorized to enter into this Agreement;
- (b) the carrying out of this Agreement will not breach or interfere with any other agreement which it has entered into; and
- (c) it will not enter into another agreement the carrying out of which would interfere with the carrying out of this Agreement.

9.2 Confidentiality, Privacy, Access to Information. The confidentiality of any material or information provided to Municipal Sub licensee under this Agreement, including, without limitation confidential information concerning Licensor, the Products and Documentation may be subject to the provisions of applicable protection of privacy and access to information legislation. Municipal Licensee acknowledges that the Products were not created by or for Municipal Licensee and it does not have the authority to regulate the use of the Products and that it does not have a statutory obligation to collect or maintain the Products. For the purposes of such applicable law, Municipal Licensee agrees that disclosure of the Products, Derivative Products, Resulting Products and Bundled Products or any confidential information of Licensor including without limitation information concerning Licensor, the Products or the Documentation in each case other than in accordance with the terms of this Agreement, could significantly prejudice the competitive position of Licensor in the marketplace or interfere significantly with other contractual negotiations of Licensor.

9.3 Precautions. Municipal Sub-licensee shall take all reasonable precautions to prevent any confidential information or material provided to it by Licensor from being used, accessed or acquired by any unauthorised Person or Persons. Municipal Licensee shall disclose Licensor's confidential information only to such of its employees and agents as have a need to know for the purposes of this Agreement and are subject to obligations of confidence with respect thereto.

10.0 INDEMNITY, WARRANTIES, AND LIMITATION OF LIABILITY.

10.1 By Municipal Sub-licensee. Municipal Sub-licensee will indemnify, defend and save harmless Licensor and its Affiliates and their Suppliers, and their respective officers, directors, agents, employees and representatives (collectively, the "**Indemnitee**") against:

- (a) any claims that arise due to the use of the Products, Derivative Products, Resulting Products and Bundled Products by the Municipal, Sub-licensees or any other Person;
- (b) any claims that arise from any breach of obligations of Municipal Sub-licensees hereunder; and
- (c) any third party claims arising in connection with this Agreement;

and Municipal Sub-licensee will pay the resulting costs, damages, reasonable legal fees, penalties and expenses of any kind whatsoever finally awarded.

10.2 No Warranties And Limitation of Liability. Municipal Sub-licensee acknowledges that Indemnitee makes no warranties with respect to the Products and Documentation and that the Products and Documentation are provided on an "as is" and "as available" basis, without any warranties, representations or conditions, express or implied including warranties, representations or conditions of merchantable quality, fitness for a particular purpose or non-infringement of third party rights, or those arising by law or by usage of trade or course of dealing. **The entire risk as to the results and performance of the Products and Documentation and any Derivative Products, Bundled Products and Resulting Products is assumed by Municipal Sub-licensees and their respective users. Municipal Sub-licensee further acknowledges that Indemnitee shall not have any liability to Municipal Sub-licensee or any other Person or entity for any loss of revenue, profit or savings, lost or damaged data, or other commercial or economic loss, or any indirect, incidental, special or consequential damages whatsoever, even if such Indemnitee has been advised of the possibility of such damages, or for claims of any nature by a third Person against Municipal Licensee. Notwithstanding anything else in this Agreement, Licensor's maximum aggregate liability to Municipal Sub-licensee or any other Person for any cause whatsoever related to this Agreement**

shall not exceed the license fees actually paid by Municipal Sub-licensee, if any, in the twelve months preceding the date of any claim, or, if no licence fee has been paid, \$1. -Municipal Sub-licensee acknowledges that Licensor accesses records filed with certain Suppliers and this section is included for the benefit of, and can be relied on by, such Suppliers. This section shall apply whether or not liability results from a breach of a term or condition or a fundamental breach of this Agreement. This section shall survive the termination of this Agreement.

11.0 GENERAL.

11.1 Notice. Any notice given in accordance with this Agreement shall be in writing and the effective date of any such notice, if mailed, shall be the fifth (5th) business day following the date of mailing date, if hand delivered, shall be the date of delivery, and if delivered by facsimile transmission, shall be the first (1st) business day following transmission (with confirmation copy mailed). The address for notice for the Licensor is as follows: The Corporation of the United Counties of Leeds and Grenville, 25 Central Ave. W., Brockville, Ontario, K6V 4N6, Attention: GIS Coordinator, telephone: (613) 342-3840; facsimile: (613) 342-2101, and the address for notice to the Municipal Licensee is to the business contact at the address or facsimile number set out on the face page of this Agreement.

11.2 Governing Law. This Agreement is made in the Province of Ontario and shall be construed and interpreted in accordance with the laws of the Province of Ontario. The parties hereby attorn to the courts of Ontario for resolution of any dispute hereunder.

11.3 Entire Agreement And Amendment. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to the subject matter hereof. This Agreement shall not be amended or modified except in writing and signed by authorized representatives of both parties.

11.4 Assignment. This Agreement, and any of Municipal Licensee's rights and obligations hereunder, shall not be assigned or transferred in whole or in part without the prior written consent of Licensor. Any change of control of Municipal Licensee shall be deemed to be an assignment of this Agreement. This Agreement will ensure to the benefit of and be binding upon the parties and their respective Approved successors and assigns.

11.5 Severability And Waiver. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid pursuant to applicable laws, and if any provision of this Agreement would be prohibited by or invalid pursuant to such applicable laws, such provision shall be ineffective only to

the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement.

11.6 Relationship Of The Parties. This Agreement does not make any party the agent of the another party. No party may create an obligation on behalf of another and no joint venture or partnership between the parties is created or intended hereby.

11.7 Headings. Headings used in this Agreement have been inserted for convenient reference only and shall not be used in the interpretation of and do not form a substantive part of this Agreement.

11.8 Survival. All sections intended to survive, including all warranties, indemnities and confidentiality covenants, shall survive the termination of this Agreement.

11.9 Publicity. Municipal Licensee shall not publicize this Agreement or issue any press releases with respect thereto without the written approval of Licensor.

11.10 Force Majeure. Neither party shall be under any liability to the other as a result of any delay or default in carrying out its obligations hereunder which is due in whole or in part to an event of *force majeure*. A party who contends that its obligation is suspended or its performance is excused by reason of *force majeure* must give prompt written notice to the other party specifying the condition or event constituting same in which case both parties' obligations pursuant to this Agreement shall be suspended during such period. Upon cessation of such

force majeure, such party shall give like notice and commence performance hereunder as promptly as reasonably practicable. If the condition or event constituting *force majeure* persists for more than 30 days after such notice, either party may terminate this Agreement by written notice to the other party. For the purposes hereof, "*force majeure*" shall mean any cause that is beyond the reasonable control of the party claiming the *force majeure* and which is affecting performance by such party but does not include a failure to make payments under this Agreement.

11.11 Language. The parties have requested that this Agreement and all communications and documents relating hereto be expressed in the English language. Les parties ont exigé que la présente convention ainsi que tous documents s'y rattachant soient rédigés dans la langue anglaise.

11.12 Rights Cumulative. The parties agree that their respective rights and remedies in this Agreement shall be independent and cumulative and no remedy contained herein is intended to be exclusive but shall be in addition to every other remedy contained herein and that the taking of a judgement or judgements with respect to any of the covenants contained herein shall not operate as a merger of any of the other covenants contained in this Agreement.

11.13 Further Assurances. The parties shall execute, acknowledge and deliver all such further assurances, instruments and documents and take such actions that may be necessary or appropriate in order to carry out the intent and purposes of this Agreement.

11.14 Time Of The Essence. Time shall be of the essence in this Agreement.

_____ END _____

GENERAL MUNICIPAL SUB-LICENCE AGREEMENT

APPENDIX 1

LIST OF MUNICIPAL SUB-LICENSEE DIGITAL PRODUCTS AND PRODUCT DESCRIPTION

Date: September 10, 2019

Licensor Product Sheet – Ontario Parcel Assessment Polygons	
Client Name	Town of Gananoque
1. Product Name	<ul style="list-style-type: none"> Ontario Parcel Assessment Polygons
2. Product Description	See attached, Product Description – <ul style="list-style-type: none"> Ontario Parcel Assessment Polygons
3. Documentation Description	<ul style="list-style-type: none"> See Product Sheet, Ontario Parcel Assessment Data, above.
4. Product Geographic Coverage	<ul style="list-style-type: none"> The geographic area will consist of the Map Blocks contained within Land Registry Offices Leeds (LRO #28) for the geographic boundaries of the Town of Gananoque
5. Product Specification	<ul style="list-style-type: none"> For those blocks identified, within the Geographic Coverage, as Unmapped (Leeds and Grenville) the map specification used is Pre-Basic Index Mapping (PRE-BIM).
6. Product Datum/Projection/Zone	<ul style="list-style-type: none"> UTM NAD 83, zone 18.
7. Product Data Structure	<ul style="list-style-type: none"> The Product will be delivered as one set of ESRI SHP files for each area. The files will be called: Gananoque_09102019_assmt_parcel.dbf,
8. Product Delivery Format	<ul style="list-style-type: none"> ESRI SHP
9. Product Delivery Media	Digital by File Transfer Site
10. Product Delivery Method	Internet
11. Delivery Frequency/Schedule	The Product will be delivered on an as requested basis. <ul style="list-style-type: none"> Data requested may be delayed by the requirement that no assessment data be provided to a client which is more current than data already received and accepted by MPAC.
12. Delivery Start/End Date(s)	The initial delivery of the Product will be delivered within 14 days of the contract being signed by both parties.
13. Permitted Product Copies	As expressly permitted in the Agreement and Attachments.
14. Permitted Documentation Copies	As expressly permitted in the Agreement and Attachments.
15. Product Technical Support	Licensor will provide support in: <ul style="list-style-type: none"> (a) understanding the data models employed by the Licensor;

Licensor Product Sheet – Ontario Parcel Assessment Polygons

Client Name	Town of Gananoque
	(b) understanding the business rules relevant to the maintenance of ownership parcels; (c) investigating data problems with the Product; and (d) investigating delivery problems with the Product.
16. Copyright Notices	For digital and hard copy products – © Teranet Enterprises Inc. and its suppliers. All rights reserved. NOT A PLAN OF SURVEY.
17. Client Delivery Address, Delivery Contact Name, Telephone, Fax & email	Town of Gananoque, 30 King Street East P.O. Box 100 Gananoque, Ontario K7G 2T6 (613) 382-2149
18. Township Contact	Brenda Guy, Planner, (613) 382-2149 Ext 1126 bguy@gananoque.ca
19. Contract Contact	Karen Fraser 25 Central Ave. W., Brockville, Ont., K6V 4N6 (ph) 613 342-3840 Ext 2329 (fax) 613 342-2101 karen.fraser@uclg.on.ca