

The Corporation of the Town of



**REGULAR COUNCIL MEETING AGENDA**

Held on March 19, 2019 at 5:00 PM

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

<b>1</b>	<b>Call Meeting to Order</b>
<b>2</b>	<b>Disclosure of Pecuniary Interest &amp; General Nature Thereof</b>
<b>3</b>	<b>Closed Meeting of Council</b>
	<input checked="" type="checkbox"/> <b>Personal Matters Concerning an Identifiable Individual, Including Municipal or Board Employees</b> <ul style="list-style-type: none"> <li>• Parks and Recreation Manager Hiring</li> </ul>
	<input checked="" type="checkbox"/> <b>Advice that is Subject to Solicitor-Client Privilege, including Communications Necessary for that Purpose</b> <ul style="list-style-type: none"> <li>• One (1) item</li> </ul>
<b>4</b>	<b>Adoption of Closed Minutes – Tuesday, March 5, 2019</b>
<b>5</b>	<b>Move Out of Closed Session</b>
<b>6</b>	<b>Matters Arising from Closed Session</b>
<b>7</b>	<b>Additional Items</b>
<b>8</b>	<b>Presentations/Awards/Deputations – None</b>
<b>9</b>	<b>Mayor’s Declarations – None</b>
<b>10</b>	<b>Public Meetings – None</b>
<b>11</b>	<b>Unfinished / New Business – None</b>
<b>12</b>	<b>Consent Agenda</b>
<b>12a</b>	<b>Minutes of Council – Approval of Council Minutes – Tuesday, March 5<sup>th</sup>, 2019</b>
<b>13</b>	<b>Motions (Council Direction to Staff)</b>
<b>14</b>	<b>Notice Required Under the Notice By-law – None</b>
<b>15</b>	<b>Committee Updates (Council Reps)</b>
<b>16</b>	<b>Discussion of Additional Items</b>
<b>17</b>	<b>Miscellaneous</b>
	<b>Garry Hull, Chief of Police</b>
	Council-POL-2019-01 – Court Security and Prisoner Transportation Program Agreement

	<b>Paul McMunn, Manager of Public Works</b>
	Council-RDS-2019-02 – Bucket Truck – Award of Tender
<b>18</b>	<b>Confirmation By-law</b>
	By-law No. 2019-037 – Confirm the proceedings of Council for the meeting held on Tuesday, March 19, 2019 (3 Readings)
<b>19</b>	<b>Next Meeting</b> – Tuesday, April 2, 2019
<b>20</b>	<b>Adjournment</b>

The Corporation of the Town of



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:**

**2019-033 – Supply of Curbside Solid Waste and Recycling Collection Services – Award of Contract**  
(3 Readings)

**2019-034 – Amend General Rates & Fees By-law No. 2016-047 – Increase Garbage Bag Tag Fees**  
(3 Readings)

**MOTIONS:**

**#19-060 – Approval of Minutes – Tuesday, March 5, 2019**

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE HEREBY ADOPTS THE MINUTES OF TUESDAY, MARCH 5<sup>TH</sup>, 2019, MEETING.

**#19-061 – Notice of Motion – Pilot Project – Council Informal Drop-In Centre**

AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE ESTABLISHES A COUNCIL INFORMAL DROP-IN CENTRE PILOT PROJECT, FOR A PERIOD OF SIX (6) MONTHS, BEGINNING ON WEDNESDAY, APRIL 10<sup>TH</sup>, 2019.

FURTHER, THAT THE PROJECT HAVE A PUBLISHED SCHEDULE PROVIDING THE TIMES, LOCATIONS AND NAMES OF THE COUNCILLORS TO BE IN ATTENDANCE. SHOULD THERE BE NO PUBLIC ATTENDANCE, THE SESSION MAY END AFTER FORTY-FIVE (45) MINUTES.

AND FURTHER, THAT FOLLOWING EACH SESSION, COUNCILLORS PROVIDE A BRIEF VERBAL SUMMARY OF ITEMS DISCUSSED AT THE FOLLOWING COMMITTEE OF THE WHOLE MEETING UNDER COMMITTEE UPDATES.

**#19-062 – Gananoque Curling Club – Request to Waive Fees for Ice Preparation for Ontario Elementary School Championship**

AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE DIRECTS STAFF TO BRING FORWARD A REPORT TO THE COMMITTEE OF THE WHOLE REGARDING THE GANANOQUE CURLING CLUB'S CORRESPONDENCE DATED FEBRUARY 27, 2019, ADDRESSING THEIR REQUEST TO WAIVE THE ICE PREPARATION FEES CHARGED FOR MARCH 31 TO APRIL 3, 2019, FOR THE ONTARIO ELEMENTARY SCHOOL CHAMPIONSHIP EVENT BEING HELD ON APRIL 4 TO 7, 2019.

**#19-063 – Accounts Payable – February 14 to 26, 2019**

AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVES THE STATEMENT OF ACCOUNTS PAYABLE FOR CHEQUES ISSUED FROM FEBRUARY 14 TO 26, 2019 TOTALLING \$245,702.56, AS PRESENTED.

**#19-064 – Statement of the Treasurer – 2018 Council Remuneration and Expenses**

AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVES FOR INFORMATION THE STATEMENT OF THE TREASURER WITH REGARDS TO THE 2018 COUNCIL REMUNERATION AND EXPENSES, AS PRESENTED IN COW REPORT FIN-2019-04.

**#19-065 – Public Sector Accounting Board (PSAB) Compliant 2019 Budget**

AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE APPROVES AND ADOPTS THE 2019 PUBLIC SECTOR ACCOUNTING BOARD (PSAB) COMPLIANT BUDGET, AS PRESENTED IN COW REPORT FIN-2019-05.

**#19-066 – 2018 Summary Report for Municipalities, 2018 Annual Drinking Water Report and 2018 Annual Lagoon Performance Report**

AS RECOMMENDED BY THE COMMITTEE OF THE WHOLE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVES THE 2018 SUMMARY REPORT FOR MUNICIPALITIES, THE 2018 ANNUAL DRINKING WATER REPORT, AND THE 2018 LAGOON ANNUAL PERFORMANCE REPORT AS PRESENTED IN COW REPORT UTIL-2019-02.

**SAVE AND EXCEPT:**

As presented at the regular Council Meeting held this 19<sup>th</sup> day of March, 2019.

Approved: March 19<sup>th</sup>, 2019

\_\_\_\_\_  
Ted Lojko, Mayor

Unanimous

Carried

Ayes \_\_\_\_\_

Nays \_\_\_\_\_













# GANANOQUE

Council Report – POL-2019-01

**Council Date:** March 19<sup>th</sup>, 2019

**IN CAMERA**

**Subject:** Court Security and Prisoner Transportation Program

**Author:** Garry Hull, Chief of Police

**OPEN SESSION**

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**RECOMMENDATION:**

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW 2019-035 BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN A COURT SECURITY AND PRISONER TRANSPORTATION PROGRAM TRANSFER AGREEMENT WITH THE MINISTRY OF COMMUNITY SAFETY AND CORRECTIONAL SERVICES IN THE AMOUNT OF \$49,246.45, AS PRESENTED IN COUNCIL REPORT POL-2019-01.

**STRATEGIC PLAN COMMENTS:**

Sector 5 – Community Protection – Strategic Initiative #1 – Continue to seek out new ways of cost effectively delivering emergency services.

**BACKGROUND:**

In an ongoing effort to reduce the financial impact on local taxpayers, the Provincial government has been committed for several years in providing financial relief for court security and prisoner transportation. Gananoque does not have a functioning courthouse, which means all accused persons who are held in custody must be transported to the local courthouse in Brockville.

Municipalities and the Ontario Association of Chiefs of Police lobbied previous provincial governments to provide financial assistance for court security and prisoner transport. The argument was that the cost of court security more specifically should be the responsibility of the Minister of the Attorney General’s office as they have direct oversight of all court related costs and issues. In 2012, the Province initiated the Court Security and Prisoner Transportation Program to alleviate the financial impact of costs associated with court security and prisoner transportation.

**INFORMATION/DISCUSSION:**

In order to complete the transfer payment, the attached agreement must be signed and returned no later than March 22, 2019 making this report time sensitive.

**APPLICABLE POLICY/LEGISLATION:**

In order to bind the Corporation, the signatures of the Mayor and Clerk must be authorized by a Council by-law.

**FINANCIAL CONSIDERATIONS:**

For 2019 the Court Security and Prisoner Transportation Program has allocated \$49,246.45 to the Corporation of the Town of Gananoque to be used to offset the actual costs incurred by the Gananoque Police Service to provide court security and prisoner transport.

The Chief included \$54,100 in the 2019 budget as expected revenues from this program based on previous year’s allocations. Unfortunately, due to government cuts, this grant is approximately \$5,000 short of expected revenue.

**CONSULTATIONS:**

Police Services Board

**ATTACHMENTS:**

Ministry of Community Safety and Correctional Services Letter  
Ontario Transfer Payment Agreement

<b>APPROVAL</b>	<p>_____</p> <p>Garry Hull, Police Chief</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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**Ministry of Community Safety  
and Correctional Services**

Public Safety Division  
External Relations Branch

25 Grosvenor St.  
12<sup>th</sup> Floor  
Toronto ON M7A 2H3  
Tel.: 416 314-3010  
Fax: 416 314-3092

**Ministère de la Sécurité communautaire  
et des Services correctionnels**

Division de la sécurité publique  
Direction des relations extérieures

25, rue Grosvenor  
12<sup>e</sup> étage  
Toronto ON M7A 2H3  
Tél.: 416 314-3010  
Télééc.: 416 314-3092



March 1, 2019

Ms. Melanie Kirkby  
Treasurer  
The Corporation of the Town of Gananoque  
30 King Street East  
P.O. Box 100  
Gananoque ON K7G 2T6

Dear Ms. Kirkby:

As you know, protecting the people of Ontario and keeping communities safe is a top priority for this government. That is why we have committed to provide frontline police and those involved in delivering justice in Ontario, with the tools, resources and supports they need to protect our communities. We are pleased to inform you that we will be proceeding with the Court Security and Prisoner Transportation (CSPT) Program for 2019, providing a maximum total of \$125M to assist municipalities in offsetting their CSPT costs.

Similar to previous years, an expenditure-based model is used to determine allocation for 2019. Funding is allocated based on each municipality's relative share of the total 2017 CSPT costs across the province. For example, if a municipality's CSPT cost represents 1% of the total provincial CSPT cost, then it will be allocated 1% of the available funding. With that, subject to the enclosed agreement being finalized, your allocation for 2019 is **\$49,246.45**. The payment schedule is outlined under Schedule D of the enclosed agreement.

Please have the authorized signatory for the grantee sign the enclosed agreement, where noted, and return two **original signed** copies along with proof of your general liability insurance (\$5 million), indemnifying "Her Majesty the Queen in Right of Ontario, her Ministers, Agents, Appointees and Employees", as per section A10.2 of the agreement, by **March 22, 2019**, to:

Fionne Yip  
Community Safety Analyst  
Program Development Section, Public Safety Division  
Ministry of Community Safety and Correctional Services  
25 Grosvenor Street, 12<sup>th</sup> Floor  
Toronto ON M7A 2H3

A fully executed copy will be returned to you for your records.

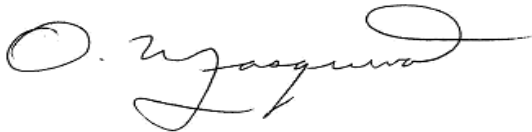
Ms. Melanie Kirkby  
Page two

Please be assured that the government's first responsibility is, and will always be, to serve the people of Ontario better. We will continue to review our grants programs to ensure they align with government objectives, achieve tangible outcomes and are effective in reducing crime-related activity in Ontario. This review process will inform service delivery planning going forward.

If you have any questions about the CSPT Program, please contact Fionne Yip at [Fionne.Yip@ontario.ca](mailto:Fionne.Yip@ontario.ca) or 416-314-0206.

Thank you for your participation in this valuable initiative.

Sincerely,

A handwritten signature in black ink, appearing to read "O. Mosquera". The signature is fluid and cursive, with a large initial "O" and a long, sweeping tail.

Oscar Mosquera  
Manager, Program Development Section  
External Relations Branch

Enclosures

## **ONTARIO TRANSFER PAYMENT AGREEMENT**

**THE AGREEMENT** is effective as of the 1st day of January, 2019

### **B E T W E E N :**

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Community Safety and  
Correctional Services**

(the “Province”)

- and -

**The Corporation of the Town of Gananoque**

(the “Recipient”)

### **BACKGROUND**

- A. The Province implemented the Court Security and Prisoner Transportation (CSPT) Program (the “Program”) in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions;
- B. The Province will upload CSPT costs from municipalities to a maximum of \$125 million in 2019.
- C. The Recipient is a municipality which is responsible for the costs of providing security for court premises during hours of court operations and security of persons attending court; and/or the costs of transporting prisoners and custodial minors (i.e., persons between twelve and seventeen years of age) between correctional institutions, custodial facilities and court locations for the purposes of court attendance;
- D. The Recipient has provided its 2017 CSPT costs, as confirmed in the 2017 Annual Financial Report, which the Recipient submitted as part of the reporting requirements for the 2017-2018 agreement for the Program;
- E. Funding is allocated based on the Recipient’s relative share of the total 2017 provincial CSPT costs.

## **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
- Schedule "D" - Payment Plan and Reporting Schedules
- Schedule "E" - Court Security and Prisoner Transportation Services and Activities Eligible for Funding
- Schedule "F" - Template for Annual Financial Report, and 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 AMENDING THE AGREEMENT**

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

### **4.0 ACKNOWLEDGEMENT**

4.1 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.

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

**- SIGNATURE PAGE FOLLOWS -**

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

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by Minister of  
Community Safety and Correctional Services**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Oscar Mosquera  
Title: Manager, Program Development Section  
External Relations Branch  
Public Safety Division

**The Corporation of the Town of Gananoque**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Ted Lojko  
Title: Mayor

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Penny Kelly  
Title: Clerk

I have authority to bind the Recipient.



**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

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**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 of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

**"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.

**"Court Security and Prisoner Transportation Services"** means the services and activities eligible for funding, as set out in Schedule "E".

**"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 December 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on January 1 following the end of the previous Funding Year and ending on the following December 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 is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) 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
- (d) 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.

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

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) 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;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) 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 Schedule "D"; 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 the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) 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
- (d) 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 of 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) use the Funds only on activities and services eligible for funding as set out in Schedule "E"; and
- (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:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient shall sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided only in accordance with its asset disposal policies and procedures, unless the Province agrees otherwise.

#### **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 Schedules "D" and "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 9.2 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
- (c) 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, 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(d), 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**

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<b>Maximum Funds</b>	<b>\$49,246.45</b>
<b>Expiry Date</b>	December 31, 2019
<b>Insurance</b>	\$5,000,000.00
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b>  Ministry of Community Safety and Correctional Services  Public Safety Division, External Relations Branch  Program Development Section</p> <p><b>Address:</b>  25 Grosvenor Street  Toronto ON M7A 2H3</p> <p><b>Attention:</b>  Fionne Yip, Community Safety Analyst</p> <p><b>Fax:</b>  416-314-3092</p> <p><b>Email:</b>  Fionne.Yip@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient and to respond as required to requests from the Province related to the Agreement</b>	<p><b>Name:</b>  The Corporation of the Town of Gananoque</p> <p><b>Address:</b>  30 King Street East  P.O. Box 100  Gananoque ON K7G 2T6</p> <p><b>Attention:</b>  Ms. Melanie Kirkby  Treasurer</p> <p><b>Email:</b>  mkirkby@gananoque.ca</p>

**Additional Provisions:**

None



## **SCHEDULE "C" PROJECT**

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The Province implemented the Program in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions.

The Province will upload CSPT costs from municipalities to a maximum of \$125 million in 2019.

The Recipient is responsible for the costs of providing security for court premises during hours of court operations and security of persons attending court, and/or the costs of transporting prisoners and custodial minors (i.e., persons between twelve and seventeen years of age) between correctional institutions, custodial facilities and court locations for the purposes of court attendance.

**SCHEDULE “D”  
PAYMENT PLAN AND REPORTING SCHEDULES**

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The Funds in the amount of **\$49,246.45** will be provided to the Recipient according to the following schedule:

- A. First instalment: **\$12,311.61** will be paid to the Recipient once the Recipient has signed the Agreement, provided adequate proof of insurance to the Province in accordance with section A10.2 of the Agreement, and the Agreement has then been signed by the Province.
- B. Second Instalment: **\$12,311.61** will be paid to the Recipient, following the Province’s receipt and approval of the 2018 Annual Financial Report (due April 15, 2019). *Subsequent payments will not be released until the Province has received and approved the 2018 Annual Financial Report.*
- C. Third Instalment: **\$12,311.61** will be paid to the Recipient by the end of September 2019.
- D. Final instalment: **\$12,311.62** will be paid to the Recipient by the end of December 2019.
- E. The Recipient must submit the 2019 Annual Financial Report to the Province by April 15, 2020.

**SCHEDULE “E”  
COURT SECURITY AND PRISONER TRANSPORTATION  
SERVICES AND ACTIVITIES ELIGIBLE FOR FUNDING**

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**A. COURT SECURITY includes:**

**1. Facility Perimeter Security**

Costs associated with external and/or internal police presence during regular or non-regular hours to secure the perimeter of the facility, to respond to a specific threat or for high-profile matters.

**2. Courtroom Security**

Costs associated with the presence of police staff in the courtroom to ensure the safety and security of the proceedings and attendees.

**3. General Courthouse Security Presence**

Costs associated with the use of screening stations to screen all public visitors to the courthouse, including the use of magnetometers and x-ray machines, and police staff assigned to perform roving patrols of the court facility.

**4. Prisoner Movement in Courthouse**

Costs associated with monitoring the movement of prisoners between holding cells and other areas within the courthouse.

**5. Prisoner Guarding in Holding Cells**

Costs associated with guarding and monitoring of prisoners brought to court for trial and held in courthouse holding cells (where applicable).

**6. Prisoner Feeding**

Costs associated with the provision of meals to prisoners required while in the custody of local police services for the purpose of attending court.

**B. PRISONER TRANSPORTATION includes:**

**1. Prisoner Transport**

Costs associated with the movement of prisoners between correctional institutions and court locations for the purposes of attending court.

**2. Prisoner Transport - Youth**

Costs associated with the movement of custodial minors (i.e. 12-17 years old) between correctional and/or custodial facilities and court locations for the purposes of attending court.

\*PRISONER includes: Persons being held in custody as a result of provincial or federal offence proceedings, including persons under immigration detention.

**C. TRAINING, EQUIPMENT AND RECRUITING includes:**

1. Costs associated with training that is relevant to court security and prisoner transportation only.
2. Cost associated with equipment that is unique to the provision of court security and prisoner transportation and does not include equipment that would be utilized for other purposes.
3. Costs associated with recruiting that is relevant to the staffing of court security and prisoner transportation only. Costs may include advertising for applicants, physical fitness and/or psychological testing, applicant screening, interviews or any other related human resources expense.

**COURT SECURITY AND PRISONER TRANSPORTATION do NOT include:**

**Court Administration**

Costs associated with performing court administrative duties including the scheduling of staff for daily deployment, the service of legal documents, the preparation/maintenance of Crown Brief materials, the entry of data into court information systems, preparing or swearing/affirming legal documentation, scheduling of court appearances or other duties of a related nature.

## SCHEDULE "F" TEMPLATE FOR ANNUAL FINANCIAL REPORT

### SCHEDULE C - ANNUAL FINANCIAL REPORT - 201\_ (YEAR \_)

<b>REPORTING MUNICIPALITY:</b> (please select from drop down list)			
<b>CONTACT INFORMATION:</b>			
Salutation:	First Name:	Last Name:	Title:
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Tel:	Ext:	Fax:	E mail:
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Address:			
<input style="width: 95%;" type="text"/>			
City:		Postal Code:	
<input style="width: 95%;" type="text"/>		<input style="width: 95%;" type="text"/>	
<b>LOCAL POLICE SERVICE:</b>			
Name of Municipal or Regional Police Service or OPP Detachment:			
<input style="width: 95%;" type="text"/>			
<b>ANNUAL EXPENDITURE SUMMARY:</b>			
PLEASE COMPLETE THE FOLLOWING SECTION IN RELATION TO THE COURT SECURITY AND PRISONER TRANSPORTATION SERVICES/ACTIVITIES ELIGIBLE FOR FUNDING LISTED IN SCHEDULE B (ATTACHED).			
For lines b, c, d, g, h, and i, please provide details on a separate page, identifying the name of the municipality/funding source and the amount of funding.			
201_ (Year _) Allocation:			<input style="width: 50%;" type="text"/>
<b>COURT SECURITY COSTS</b>			
a) Total gross annual court security costs:			<input style="width: 50%;" type="text"/>
b) Total annual payments provided to other municipalities for court security:			<input style="width: 50%;" type="text"/>
c) Total annual payments received from other municipalities for court security:			<input style="width: 50%;" type="text"/>
d) Total annual payments received from other funding sources for court security:			<input style="width: 50%;" type="text"/>
<b>e) Total net annual court security costs (a + b - c - d):</b>			<b>\$0.00</b>
<b>PRISONER TRANSPORTATION COSTS</b>			
f) Total gross annual prisoner transportation costs:			<input style="width: 50%;" type="text"/>
g) Total annual payments provided to other municipalities for prisoner transportation:			<input style="width: 50%;" type="text"/>
h) Total annual payments received from other municipalities for prisoner transportation:			<input style="width: 50%;" type="text"/>
i) Total annual payments received from other funding sources for prisoner transportation:			<input style="width: 50%;" type="text"/>
<b>j) Total net annual prisoner transportation costs (f + g - h - i):</b>			<b>\$0.00</b>
<b>Total Net Annual Court Security and Prisoner Transportation Costs (e + j):</b>			<b>\$0.00</b>
Variance (Allocation - Total Net Annual Costs):			<b>\$0.00</b>
<b>SIGNATURE OF AUTHORIZED OFFICIAL:</b>			
<i>I, hereby certify that the information provided in the Annual Financial Report is true and correct and is in agreement with the books and records of the municipality and its consolidated entities.</i>			
Title:	Print Name:		
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>		
Signature:	Date:		<input style="width: 50%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>		<input style="width: 50%;" type="text"/>



**Council Report – RDS-2019-02**

**Council Date:** March 19, 2019

**IN CAMERA**

**Subject:** Purchase of a Bucket Truck

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

**OPEN SESSION**

**RECOMMENDATION:**

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2019-036, BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN A PURCHASE OF SALE AGREEMENT WITH EASTERN SIGN SERVICE FOR THE PURCHASE OF A 2009 FREIGHTLINER M2 CLASS BUCKET TRUCK, UP TO THE MAXIMUM OF \$68,500 (EXCL. HST), AS APPROVED IN 2019 CAPITAL BUDGET, AND AS PRESENTED IN COUNCIL REPORT RDS-2019-02.

**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 #5 – Community Protection – Strategic Initiative #3 – Make the Health and Safety of all staff and citizens a key priority.

**BACKGROUND:**

During 2019 budget deliberations, Council approved the purchase of a used Bucket Truck in the capital budget. This bucket truck is replacing a 1990 International Tandem Truck with a 1985 hoist system, which has reached the end of its useful service life. It has become a challenge to certify and service due to its age. The 1990 International Bucket Truck will be auctioned on GovDeals as surplus equipment.

**INFORMATION/DISCUSSION:**

The Public Works Department Roads Division Staff did a thorough review of three (3) trucks on Kijiji for a used bucket truck. The following companies and prices are listed below:

<b>Company</b>	<b>Description</b>	<b>List Price*</b>
Eastern Sign Service	2009 Freightliner M2 Class Bucket Truck	\$69,500
CDF Utility Supply	2007 Freightliner M2 Class Bucket Truck	\$52,500
CDF Utility Supply	2009 International Bucket Truck	\$69,500

**\*Note: Prices are negotiable.**

The decision to consider the 2009 Freightliner from Eastern Sign Service is based on the vehicle history and serviceability. The 2009 Freightliner has been safetied and the boom is certified and would be ready to put in service immediately. The 2007 Freightliner and 2009 International bucket trucks were both not physically running, and neither were safetied and boom certified. Due to the condition of the other two (2) inspected, staff recommend that Council consider the purchase of the 2009 Freightliner M2 Class Bucket Truck.

**APPLICABLE POLICY/LEGISLATION:**

Procurement By-law No. 2015-087

2019 Operating and Capital Budget By-law No. 2019-015

**FINANCIAL CONSIDERATIONS:**

\$68,500 was approved in the 2019 Capital Budget. Staff intend to negotiate the price of the recommended truck to meet the budget.

**CONSULTATIONS:**

Mike Prior, Working Foreman

Brent Goudey, Works Operator

Frank Mitchell, Works Operator

**ATTACHMENTS:**

Kijiji Posts

<b>APPROVAL</b>	<p>_____ Paul McMunn, Manger of Public Works</p> <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> <p>_____ Shellee Fournier, CAO</p>
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### 2007 Freightliner Bucket Truck, Altec TA40 Boom, Loaded

\$46,500.00

Posted over a month ago  
Cobourg, ON K9A



**S** Shane

Owner

View 21 listings

< 2 hrs  
avg reply

< 75%  
reply rate

10 mo  
on Kijiji

Colour: White

Kilometers: 280,000

Year: 2007

#### Description

##### Must See

Bucket Truck for only 35,000 - This unit has 10,000 in extras and was a former Utility owned bucket truck. Truck runs and operates as it should with no issues. Truck was traded in on a new unit and apparently lineman did not want this unit sold as it was there Favorite truck in the fleet. Pre-Owned by Mid-America Energy - several extras, must come and see, Altec TA40 Boom, Articulating & Telescopic Bucket Truck, Boom Hours 705, Truck Hours 14,700 or (1272 a year) Truck will be sold quickly at this price

609 visits



### READY TO WORK BUCKET TRUCK Altec 41M

**\$69,500.00**

Posted 23 days ago  
Markham, ON L3R 5M1



Craig

Owner

1 listing

< 2 hrs  
avg reply

—  
reply rate

2 yrs  
on Kijiji

Year: 2009

Kilometers: N/A

#### Description

2009

Freightliner M2 Business Class with 2009 Altec 41M bucket. 46ft. Working height . Material handler with rotating basket. All locking bins with locking drawers. New Drive tires in fall. Steers at 90% plus. Truck brought up from Alabama in July 2017. And stored inside here at night. Sold with safety and Etest Boom just Certified and Dielectric tested by Altec. Excellent truck \$69,500.00 or B.O. Selling Only because we bought a Bigger unit.

245 visits

## 2009 International 4400 Bucket Truck / Terex HR46 Boom



### TRUCK SPECS

Make: International

Year: 2009

Engine Model: 4400

### BOOM SPECS

Overcenter Material Handling Aerial Device

Model: Terex HR46

Working Height : 50.5 ft / (15.4 m)

Side Reach : 38.6 ft / (11.8 m)

Platform Capacity up to 600 lbs

193° of Upper Boom Articulation





**MOTION / RESOLUTION OF COUNCIL**

<b>DATE:</b> March 19, 2019	
<b>Subject: Confirming By-law – March 19, 2019</b>	
<b>MOVED BY:</b>	
<b>SECONDED BY:</b>	
<p>BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2019-037, BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS REGULAR MEETING HELD ON MARCH 19<sup>TH</sup>, 2019, BE READ THREE TIMES AND FINALLY PASSED THIS 19<sup>TH</sup> DAY OF MARCH, 2019.</p>	

**Ayes** \_\_\_\_\_ **Nays** \_\_\_\_\_

**Carried:** \_\_\_\_\_

**Defeated:** \_\_\_\_\_

**Tabled/Deferred:** \_\_\_\_\_

\_\_\_\_\_  
 David Osmond, Deputy 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.

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