



REGULAR COUNCIL MEETING AGENDA
Held on Wednesday, March 4, 2026, at 5:00 PM
In-Person Town Hall Council Chambers 2nd Floor

Teleconference Toll Free Number – 1-833-311-4101
Access Code: 2868 384 2370

Video Conference Link: [Click Here](#)
Access Code: 2868 384 2370

1.	Call Meeting to Order
2.	Disclosure of Pecuniary Interest & General Nature Thereof
3.	Closed Session (Beginning at 4:30 PM)
	<input checked="" type="checkbox"/> Personal Matters Concerning an Identifiable Individual, Including Municipal or Board Employees <ul style="list-style-type: none"> • Integrity Commissioner Report
4.	Reporting Out of Closed Session
5.	Canadian National Anthem
6.	Land Acknowledgement Statement
7.	Public Question/Comment (Only Addressing Motion(s) or Reports on the Agenda)
8.	Disclosure Additional Items
9.	Public Meeting
	1. Proposed Class III Development Permit Amendment (DP2026-01) – 580 King Street East – Amend DP2025-17 – Add a 40M ² Addition at the Front of the Building for the Purposes of a Pharmacy (+Ref. Report Council-PD-2026-04)
10.	Closed Session (Beginning at 6:00 PM)
	<input checked="" type="checkbox"/> Advice that is Subject to Solicitor-client Privilege, including Communications Necessary for that Purpose <ul style="list-style-type: none"> • One (1) Item
11.	Reporting Out of Closed Session

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

12.	Delegations – None
13.	Presentations/Awards/Deputations – None
14.	Mayor’s Declarations – None
15.	By-laws
	1. By-law No. 2026-002 – 2026 Water and Wastewater Operating and Capital Budget and Rates (3 rd Reading)
16.	Unfinished Business – None
17.	Motion #26-038 – Approval of Minutes – Wednesday, February 18, 2026
18.	Staff Reports
	Melanie Kirkby, CAO
	Council-CAO-2026-03 – 2024 & 2025 Grant Applications Submitted by the Town of Gananoque
	Council-CAO-2026-04 – 2022 to 2025 Legal Costs by Category
	David Armstrong, Manager of Public Works
	Council-UTIL-2026-01 – Health and Safety Water Stream (HSWS) Funding – Transfer Payment Agreement (TPA) Lagoon Remediation and Repair Project
	Jeff Johnston, Manager of Parks, Recreation and Facilities
	Council-REC-2026-03 – Amend General Fees & Rates By-law – Ice Rental Rates – Schedule ‘H’
	Andrew Dickson, Fire Chief
	Council-FIRE-2026-03 – Fire Department – Third (3 rd) and Fourth (4 th) Quarter Report
19.	Motions (Council Direction to Staff)
	1. Exception to Procurement By-law – Sole Source Contractor for Phase II of Daycare Renovations
20.	Correspondence
	1. Corridor Train Alliance – Request for Support
	2. A-One Taxi Gananoque and the Thousand Islands – Request to Amend General Fees and Rates By-law
	3. United Counties of Leeds & Grenville (UCLG) – Media Release – Counties Council Approves 2026 Budget
	4. Southeast Public Health – Media Release – Special Meeting to Move Forward in 2026
	5. City of Sarnia – Mayoral Authority and Municipal Police Budget Sustainability

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21.	Notice Required Under the Notice By-law – None
22.	Committee Updates (Council Reps)
23.	Discussion of Additional Items
24.	Questions from the Media
25.	Confirmation By-law
	By-law No. 2026-018 – Confirm the proceedings of Council for the meeting held on Wednesday, March 4, 2026
26.	Next Meetings: Wednesday, March 18, 2026 at 5:00 PM
27.	Adjournment

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The Corporation of the Town of Gananoque

Land Acknowledgement Statement

We begin this meeting of Council by acknowledging that we are on traditional territory of the Haudenosaunee (*Hoe-den-oh-show-nee*) and Anishinabe (*A-nish-in-'a-bay*) and First Peoples. We do so respecting both the land and the Indigenous People who continue to walk with us through this world.

We are grateful for the opportunity to gather here.

In recognition of the contributions and importance of all Indigenous Peoples, we strongly support Truth and Reconciliation Calls to Action in our nation and commit to support local endeavors where possible.

NOTICE OF MEETING

Proposed Class III Development Permit - Amendment

TAKE NOTICE that the Planning Advisory Committee/Committee of Adjustment for the Town of Gananoque will hold a Meeting on **TUESDAY, FEBRUARY 24TH, 2026 at 6:00 P.M.** via **TELECONFERENCE*** and **IN-PERSON** in the TOWN OF GANANOQUE COUNCIL CHAMBERS, 30 KING STREET EAST to consider following application.

AND TAKE FURTHER NOTICE that the Council for the Corporation of the Town of Gananoque will hold a Public Meeting on **WEDNESDAY, MARCH 4TH, 2026 at 5:00 P.M.** via **TELECONFERENCE*** and **IN-PERSON** in the TOWN OF GANANOQUE COUNCIL CHAMBERS, 30 KING STREET EAST to consider the application. *The **TOLL-FREE PHONE NUMBER** and **ACCESS CODE** will be found on the meeting agenda, posted to the Town website at <https://www.gananoque.ca/town-hallpublic-meetings/planning-advisory-committee-meeting-february-24-2026> prior to the meeting.

File No. **DP2026-01**

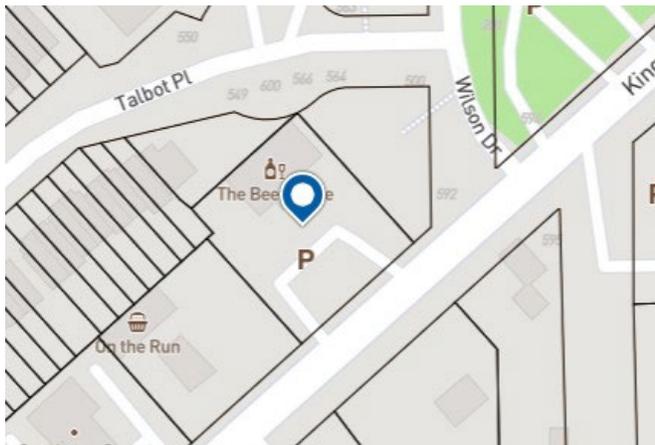
OWNER: **Otis Properties Ltd.**
APPLICANT: **Full Speed Builders**

The property municipally and legally described as
580 KING STREET EAST
CON 1 PT LOT 15 FORM LEEDS; PLAN 86 GAN R ES

has applied to the Town of Gananoque for a Development Permit
TO AMEND DEVELOPMENT PERMIT DP2025-17 TO ADD A 40M² ADDITION AT THE FRONT OF THE BUILDING FOR THE PURPOSES OF A PHARMACY (ALL OTHER CONDITIONS OF DP2025-17 WILL APPLY)

Additional information in relation to the proposed development permit is available for inspection on the Town website at <https://www.gananoque.ca/town-hall/meetings>, by emailing assistantplanner@gananoque.ca or by calling Trudy Gravel, Assistant Planner at 613-382-2149 ext. 1129.

If you wish to provide comment or input you may do so at the public meeting or in writing prior to the meeting. **Note:** Only the applicant of a development permit has a right to appeal a decision or non-decision on an application to the Ontario Land Tribunal where the application meets the requirements established through the official plan and development permit by-law.



DATED this 12th day FEBRUARY, 2026

A handwritten signature in blue ink, appearing to read 'B Guy'.

Brenda Guy
Manager of Planning and Development

Council Report-PD-2026-04

Date: March 4, 2026 **IN CAMERA**

Subject: Class III Development Permit Amendment (DP2026-01) – 580 King Street East (Otis Properties Limited)

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

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE APPROVES DEVELOPMENT PERMIT DP2026-01, OTIS PROPERTIES LTD. – 580 KING STREET EAST TO AMEND DP2025-17, TO INCLUDE A 40M² ADDITION AT THE SOUTHEAST CORNER OF THE EXISTING BUILDING FOR THE PURPOSES OF A PHARMACY PICKUP COUNTER INCLUDING A MECHANICAL ROOM AND WASHROOM, PROVIDED ALL OTHER CONDITIONS AS OUTLINED UNDER DP2025-17 ARE MET.

AS RECOMMENDED BY THE PLANNING ADVISORY COMMITTEE (PAC) AND AS PRESENTED IN COUNCIL REPORT-DP-2026-04.

STRATEGIC PLAN COMMENTS:

Strategic Initiative #4 Actively work to retain existing Gananoque businesses and encourage job growth and expansion opportunities.

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

BACKGROUND:

The owners of the property at 580 King Street East applied for a Development Permit (DP2025-17) at a previous Council Meeting. The application was to convert a former retail space to a veterinary clinic which included reduction of one entrance, landscaping and fencing along the adjacent property. The application was approved February 4, 2026.

Subsequently, they have applied to amend the application to include the addition of a pharmacy, washroom and mechanical room for the proposed use of a veterinary clinic. The proposed addition will expand to the south-west of the building where a loading area was used.

Refer to Planning Report meeting date of February 24, 2026, attached for complete background and review of the application before Council.

INFORMATION/DISCUSSION:

At the meeting of February 24, 2026 Planning Advisory Committee (PAC) considered the amending application for 580 King Street East.

Given the Committee had thoroughly reviewed the application

PAC-COA-PSC Motion #2026-08 – DP2026-01 – 580 King Street

Moved by: Anne-Marie Koiner

Seconded by: Neil McCarney

THAT PLANNING ADVISORY COMMITTEE recommends to Council that they have no objection to DP2026-01 Otis Properties Ltd. – 580 King Street East to amend DP2025-17, to include a 40m² addition at the southeast corner of the existing building, for the purposes of a pharmacy pickup counter including a mechanical room and washroom provided all other conditions as outlined under DP2025-17 are met.

- **Carried.**

No new or further information has been submitted at the writing of this report.

APPLICABLE POLICY/LEGISLATION:

Planning Act, Provincial Policy Statement, Official Plan, Development Permit By-law

FINANCIAL CONSIDERATIONS/GRANT OPPORTUNITIES:

n/a

CONSULTATIONS:

Property Owners within 120m of the subject property, Public Agencies, Municipal Staff, PAC/COA/PSC

ATTACHMENTS:

Attachment 1 – Planning Report to PAC

Attachment 2 – Application, Drawings and Supporting Information

APPROVAL	<p>_____</p> <p>Brenda Guy, Manager of Planning and Development</p> <p>_____</p> <p>John Morrison, 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>Melanie Kirkby, CAO</p>
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ATTACHMENT 2 - PLANNING REPORT TO PAC

PLANNING REPORT

TO: PLANNING ADVISORY COMMITTEE

FROM: PLANNING AND DEVELOPMENT

MEETING DATE: TUESDAY, FEBRUARY 24, 2026

SUBJECT: DP2026-01 – 580 KING STREET EAST
CLASS III DEVELOPMENT PERMIT - AMENDMENT

Background:

Property: 580 KING STREET EAST

Legal Description: CON 1 PT LOT 15 FORMER LEEDS; PLAN 86

Official Plan: HIGHWAY COMMERCIAL

Development Permit: PROGRESSIVE COMMERCIAL DISTRICT

Lot Coverage: 60%

Purpose and Effect:

DP2025-17 as recommended by Planning Advisory Committee on January 27, was approved by Council on February 4, 2026 to convert the existing retail building to a veterinary clinic at 580 King Street East.

The applicant is requesting an amendment to the approved DP2025-17 for a second addition (40m²) in the southeast corner of the existing building for the purpose of a pharmacy pickup counter. The addition will also contain a mechanical room and washroom.

Background:

The site was previously used for retail purposes (formerly the Beer Store). The Beer Store operated out of the existing building and site for a number of years.

The site is surrounded by a gas station west of the property and Lions Parkette east of the subject property. Existing residential uses are located to the north of the site and commercial uses across King Street East.

A revised Site Plan, Elevation Plan, Site Servicing Study with drawings were received in support of the Development Permit Amendment application. The Planning Report for file DP2025-17 is attached which provides details pertaining to the initial application for the change of use for the veterinary clinic.



View looking north at the property

PROVINCIAL PLANNING STATEMENT:

Planning authorities should support the achievement of complete communities, support the achievement of complete communities, a range and mix of housing options, intensification and more mixed-use development, strategic growth areas, providing for an appropriate mix and range of employment and providing opportunities for a diversified economic base.

OFFICIAL PLAN:

The property is designated Highway Commercial permitting a diverse range of commercial activities.

COMMENT:

The proposed use is consistent with policies as set out in the Provincial Planning Statement supporting a complete community.

The proposed development meets the permitted uses of the Highway Commercial policies of the Official Plan supporting service commercial development to serve the Town, region and traveling public.

Staff reconfirm that the amendment to DP2025-17 meets both of the policy documents as set out in the Planning Report dated January 27, 2026.

DEVELOPMENT PERMIT:

The subject property is designated Progressive Commercial District within the Development Permit By-law. The intent of the Progressive Commercial District designation is to provide for opportunities that link the Traditional Core with the Gateway Commercial designation. The area enjoys both traditional and modern built structures and it is desirable to integrate the character to provide for an interesting streetscape.

The current proposal of a Veterinary Clinic is a permitted use as a clinic in the Progressive Commercial District.

Section 7.2 Site Provisions

Section 7.2 of the By-law establishes site requirements for the permitted and discretionary uses. The provisions for the proposed site plan and the provisions for the veterinary clinic are as follows:

Provision	Required	Existing	Proposed
Lot Area (min.)	464 m ²	2,046.32 m ²	
Lot Coverage (max.)	60%	17.4%	26% (incl 2 additions)
Lot Frontage (min.)	15m	42.3m	
Front Yard Setback (min.)	7m	29.8m	n/c
Exterior Side Yard Setback (min.)	4.5m	n/a	
Interior Side Yard Setback (min.)	1.2m	1.82m	1.83m & 1.91m (incl additions)
Rear Yard Depth (min.)	6m	1.53m existing	n/c
Building Height (max.)	12m	4.88m	5.6m (incl additions)

Section 3.32 Parking and Storage of Vehicles

The parking space requirement for a clinic is 6 parking spaces per doctor. The applicant has indicated that there will be 3 doctors at the clinic. The 40m² addition is viewed as a retail use and requires 1 space per 20m² for a total of 2 parking spaces. The requirement for a standard parking space is 2.7m x 6m.

Each barrier-free parking space shall be 2.7m x 6m with an aisle of 1.5m between and one each side of barrier-free parking space at a ratio of 1/20.

COMMENT:

The proposed use of an animal clinic is permitted within the designation. Refer to Planning Report DP2025-17 dated January 27, 2026 which addressed parking, loading, landscaping and servicing requirements for the site.

The site provision chart above supports that the second addition of a pharmacy at the site which will not impact the proposal. The abutting property line (north-east) and the front yard setbacks will not be further impacted as the addition will be flush with the existing building. Both side yard and front yard are well within the site provision.

Parking was additionally reviewed and the applicant is providing two additional spaces under the previous approval of DP2025-17. The on-site parking is determined to be sufficient.

CIRCULATION TO AGENCIES

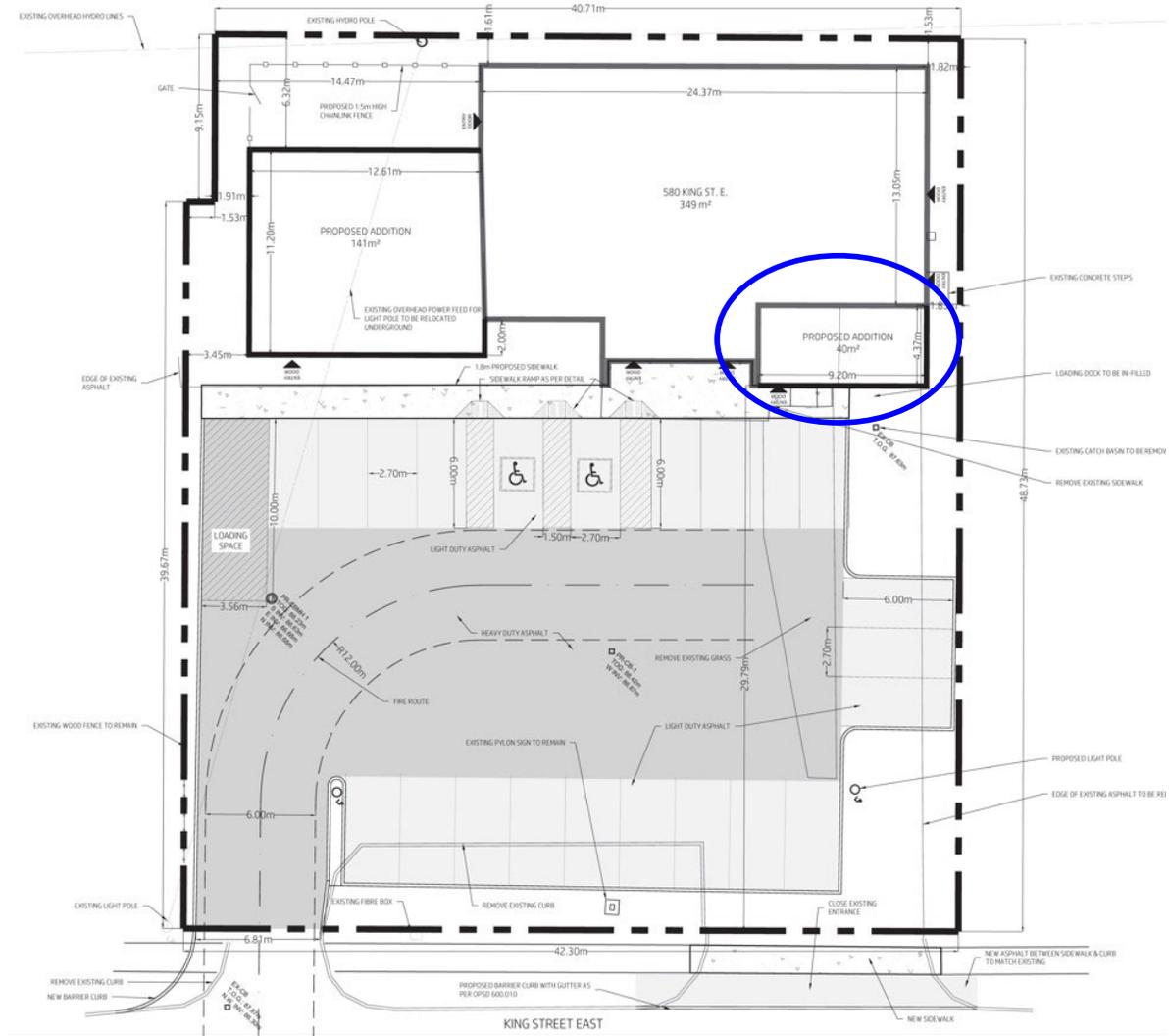
Circulation to all property owners within 120m of the site and the prescribed agencies (comments received to date):

CAO	
Chief Building Official	
CRCA	No comments or concerns.
School Boards: CDSBEO and UCDSB	
Utilities: Bell Canada/Canada Post/ Cogeco/Enbridge Gas/ Eastern Ontario Power/Hydro One (OPG)/MTO	
EMS: Fire/LG Paramedic/Police	
Public Works, Water/Sewer Utilities	Public Works – comments are incorporated within the report for file DP2025-17 at attached.
Southeast Public Health Unit	
Neighbourhood: Posting and 120m Circulation	No comments were received from the public at the time of the writing of the report and file DP2025-17.

Staff have no objection to DP2026-01 Otis Properties Ltd. – 580 King Street East to construct a 40m² addition at the southeast corner of the existing building for the purpose of a pharmacy pickup counter including a mechanical room and washroom provided all conditions as outlined under DP2025-17 are met.

APPROVAL	Trudy Gravel, Assistant Planner
	Brenda Guy, Manager of Planning and Development

Site Plan



Attachment: PAC Report DP2025-17

Report from the Previous Application – DP2025-17

PLANNING REPORT

TO: PLANNING ADVISORY COMMITTEE

FROM: PLANNING AND DEVELOPMENT

MEETING DATE: TUESDAY, JANUARY 27, 2026

SUBJECT: DP2025-17 – 580 KING STREET EAST
CLASS III DEVELOPMENT PERMIT

Background:

Property: 580 KING STREET EAST

Legal Description: CON 1 PT LOT 15 FORMER LEEDS; PLAN 86

Official Plan: HIGHWAY COMMERCIAL

Development Permit: PROGRESSIVE COMMERCIAL DISTRICT

Lot Coverage: 60%

Purpose and Effect:

The applicant is seeking a change of use to convert the existing retail building to a veterinary clinic at 580 King Street East. The building consists of 349m² and a proposed addition will be constructed to the west consisting of 141m².

Background:

The site was previously used for retail purposes (formerly the Beer Store). The Beer Store operated out of the existing building and site for a number of years.

The site is surrounded by a gas station west of the property and Lions Parkette east of the subject property. Existing residential uses are located to the north of the site and commercial uses across King Street East.

A Site Plan, Landscaping Plan and Servicing Report including Stormwater Management was received in support of the Development Permit application which will be addressed throughout the report.



View looking north at the property

PROVINCIAL PLANNING STATEMENT:

The Provincial Planning Statement, 2024 (PPS) provides direction on matters of provincial interest pertaining to land use planning and all development proposals must be consistent with the policies therein. The full PPS document can be found at <https://www.ontario.ca/page/provincial-planning-statement-2024>. Policies which repeat or are not relevant to the current proposal have been omitted from commentary below.

2.1 Planning for People and Homes

6. Planning authorities should support the achievement of *complete communities* by:
- a) accommodating an appropriate range and mix of land uses, *housing options*, transportation options with *multimodal* access, employment, *public service facilities* and other institutional uses (including schools and associated child care facilities, long-term care facilities, places of worship and cemeteries), recreation, parks and open space, and other uses to meet long-term needs.

2.4 Strategic Growth Areas

2.4.1 General Policies for Strategic Growth Areas

- 1. Planning authorities are encouraged to identify and focus growth and development in *strategic growth areas*.
- 2. To support the achievement of *complete communities*, a range and mix of *housing options*, *intensification* and more mixed-use development, *strategic growth areas* should be planned:
 - a) to accommodate significant population and employment growth;

2.8 Employment

2.8.1 Supporting a Modern Economy

- 1. Planning authorities shall promote economic development and competitiveness by:
 - a) providing for an appropriate mix and range of employment, institutional, and broader mixed uses to meet long-term needs;
 - b) providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses;

COMMENT:

The new veterinary clinic contributes to a diversified economic base enhancing King Street East with the change of use and addition for the development of a new commercial use while providing for employment.

The proposed use is consistent with policies as set out in the Provincial Planning Statement supporting a complete community.

OFFICIAL PLAN:

3.3 WHERE WE DO BUSINESS - PLANNING OUR COMMERCIAL LANDS

3.3.1 Goals and Objectives

Goal: Provide a supportive land use policy framework which reduces constraints for commercial development while ensuring that existing and future commercial uses will contribute to the Gananoque's small town character.

Two commercial designations are identified in the Town: General Commercial and Highway Commercial.

3.3.2.2. Highway Commercial Policy Area

3.3.2.2.1 Permitted Uses

The Highway Commercial Policy Area is intended for large format retail and service commercial development intended to serve the Town, the region and the traveling public. The designation will permit a diverse range of land uses including general retail stores, grocery stores; commercial lodging; automotive sales and services and gas stations.

3.3.2.2.2 Highway Commercial Policies

Highway Commercial development or redevelopment shall occur in a manner which minimizes potential off-site impacts on adjacent residential neighbourhoods or other sensitive land uses through buffering and screening.

The Highway Commercial designation also serves as an important commercial gateway to the Town and as such Council may undertake the preparation of design guidelines to address the potential for entry features, streetscape designs, signage, lighting, landscaping and architecture.

4.0 Making it Work – Our Infrastructures

Infrastructure refers to the construction and maintenance of roads, bridges, structures and railway lines required for transportation services, the physical supply and distribution of water, the collection and treatment of waste water and the management of storm water, the collection and disposal of solid waste.

COMMENT:

The proposed development meets the permitted uses of the Highway Commercial policies of the Official Plan supporting service commercial development to serve the Town, region and traveling public. The objectives within the Official Plan include supporting a diverse range of commercial use, encourage the maintenance and improvement of existing buildings while enhancing the character of the different commercial designations.

The Veterinary Clinic makes use of the redevelopment of the existing building and it is expected to have no further impact on the residential uses to the north (or behind the building) as access and parking remains to be located along King Street East.

A Site Servicing Report, addressing Stormwater Management of the site, was submitted and reviewed by Public Works. Public Works have noted that the existing 100 mm sanitary service is undersized relative to the current Town standards for commercial development. A condition of approval will be that it be upgraded to a 150 mm connection. The Stormwater Management was reviewed and favourable by Jewell Engineering.

The site provisions for the new building are regulated through the Development Permit By-law and application.

DEVELOPMENT PERMIT:

The subject property is designated Progressive Commercial District within the Development Permit By-law. The intent of the Progressive Commercial District designation is to provide for opportunities that link the Traditional Core with the Gateway Commercial designation. The area enjoys both traditional and modern built structures and it is desirable to integrate the character to provide for an interesting streetscape.

The current proposal of a Veterinary Clinic is a permitted use as a clinic in the Progressive Commercial District.

Section 7.2 Site Provisions

Section 7.2 of the By-law establishes site requirements for the permitted and discretionary uses. The provisions for the proposed site plan and the provisions for the veterinary clinic are as follows:

Provision	Required	Existing	Proposed
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Exterior Side Yard Setback (min.)	4.5m	n/a	
Interior Side Yard Setback (min.)	1.2m	1.82m	1.91m (incl add)
Rear Yard Depth (min.)	6m	1.53m existing	n/c
Building Height (max.)	12m	4.88m	5.6m (incl add)

Section 7.5 Design Criteria Progressive Commercial Designation

Design criteria is set out for the progressive Commercial Designation in the areas of landscape buffering, streetscape, building. When changes are being made to a building the streetscape is more important than the individual building. How the building looks, materials, finishes are intended to fit in and complement the surrounding buildings.

To the foregoing, the following apply to this application:

- 3m landscape strip between commercial and residential uses.

- Improvement to streetscape with landscaping to a depth of 5m including trees, lighting, street furniture and sidewalks
- New work should be complementary in appearance to the original.
- Buildings should be orientated towards the street and parking provided in the rear or side of building.
- Buffers shall consist of plant material screens to create a more natural looking landscape. Not less than 50% of the landscaped area shall consist of natural plantings of grass, lawns, trees, shrubs and flowers.
- Street trees are to be provided wherever possible.

The following elements of Progressive Commercial Design Criteria apply:

- Directional emphasis is to be maintained along the streetscape.
- Accessible access, ramps and railings.
- Site Furnishings such as light fixtures, park benches, waste receptacles and street signage shall be in accordance with municipal standards.

COMMENT:

The proposed use of an animal clinic is permitted within the designation.

One entrance/exit access will be located from King Street East to the west. The existing entrance/exit at the east side of the property will be closed allowing for additional landscaping to the site. Two barrier free parking spaces with depressed curbing will be located near the entrance with a total of 22 parking spaces. A loading space will be located in front of the proposed addition near the entrance into the property. A walkway is proposed along the front of the building and an existing sidewalk, with an extension across the closed access, will be located along King Street East.

The redevelopment is within an important commercial gateway to the Town, additional landscaping will be provided along King Street, along the eastern interior lot line and in front of the building addition.

Additional landscaping will be provided along the front of the property along King Street East and along the property interior property lines. A privacy fence will be located along the western interior lot line to restrict access to the adjacent property and a chain-link fenced area will be located to the rear of the proposed addition. An existing loading area will be removed at the front of the existing building.

The southern elevation of the building has incorporated design elements which include a number of canopies above the windows with a variety of material choices and finishes with detail to contribute to complementing the streetscape along King Street. The east, west and north sides of the building will have metal siding. As the building is set back to the rear of the lot, the exterior finishes will not be prominent along the east, west and north sides of the building. Extensive landscaping will be provided in the front yard along King Street East with landscape plantings in the eastern interior side yard and in front of the addition.

The applicant has indicated that garbage will be contained within the building. Snow storage has not been identified on the plan and will be required to be removed from the

site unless it has been identified on the Site Plan drawing. There will be no outside storage, sales and display on the property.

The existing sign in the front yard will be used for the new veterinary clinic with lower plantings to surround the sign.

GENERAL PROVISIONS Section 3.0

The following provisions apply to the proposal:

Section 3.23 Illumination

Illumination of buildings and grounds shall be permitted provided that:

- Illumination shall not cause direct or indirect glare on a street that may interfere with traffic or pedestrian safety.
- Illumination shall not consist of a colour or be designed or located that it may be confused with traffic signals.
- Illumination shall not cause direct or indirect glare on adjacent properties.

COMMENT:

A light standard is proposed in the southeast corner of the property along King Street East. Additional lighting will be located on the exterior of the building at the front, west side and the rear near the loading space. All lighting on the property will be required to be dark sky compliant and particularly consider the residential in the rear yard.

Section 3.24 Landscaped Open Space

In a Commercial designation any portion in the front yard not used for any other permitted use shall be exclusively devoted to landscaped open space. Where landscaping is required as a buffer, such landscaping shall be continuous except for lanes, driveways, aisles or walkways which provide access to the lot.

COMMENT:

Landscape plantings will be provided in the front yard along King Street East with landscape plantings in the eastern interior side yard and in front of the addition. The plantings include 4 deciduous trees, coniferous and deciduous shrubs and perennials.

Delineation between the adjacent property is being implemented with a combination of fencing, trees and sod.

The design criteria (Section 7.5m) as noted above provides that landscaping adjacent residential uses is to be 3m. It is noted that the existing building is 1.53m from the rear yard and this area for landscaping is not achievable. The new addition will not further impact the rear yard setback.

Section 3.26 Loading Requirements

One loading space is required if the floor area exceeds 250 m² but not more than 1000 m² with a size 14m x 3.5m and vertical clearance of 4.5m. Access to the loading space shall be by means of a driveway at least 3.5m wide for one way traffic and 6.0m wide for two way traffic.

COMMENT:

A loading space is proposed that complies with the size requirements of the by-law, however, it encroaches into the required turning movements of the site.

Staff note that typical deliveries for the clinic are undertaken by smaller trucks (not transport trucks) and municipalities have amended by-laws to seek a size of 10m as opposed to 14m.

Section 3.32 Parking and Storage of Vehicles

The parking space requirement for a clinic is 6 parking spaces per doctor. A standard parking space is 2.7m x 6m.

Each barrier-free parking space shall be 2.7m x 6m with an aisle of 1.5m between and one each side of barrier-free parking space at a ratio of 1/20.

Section 3.32 Access

Ingress and egress directly to and from every parking space shall be by means of a driveway, lane or aisle having a width of 6m where designed for two-way vehicular circulation.

COMMENT:

The applicant has indicated that there will be 3 doctors at the clinic requiring 18 spaces and two barrier free spaces. The requirement is 20 parking space on site, however, the plan is proposing 22. Accessible spaces include depressed curbing from the spaces to the sidewalk in close proximity to the building. Proper aisle width for two-way access is compliant with the bylaw.

CIRCULATION TO AGENCIES

Circulation to all property owners within 120m of the site and the prescribed agencies (comments received to date):

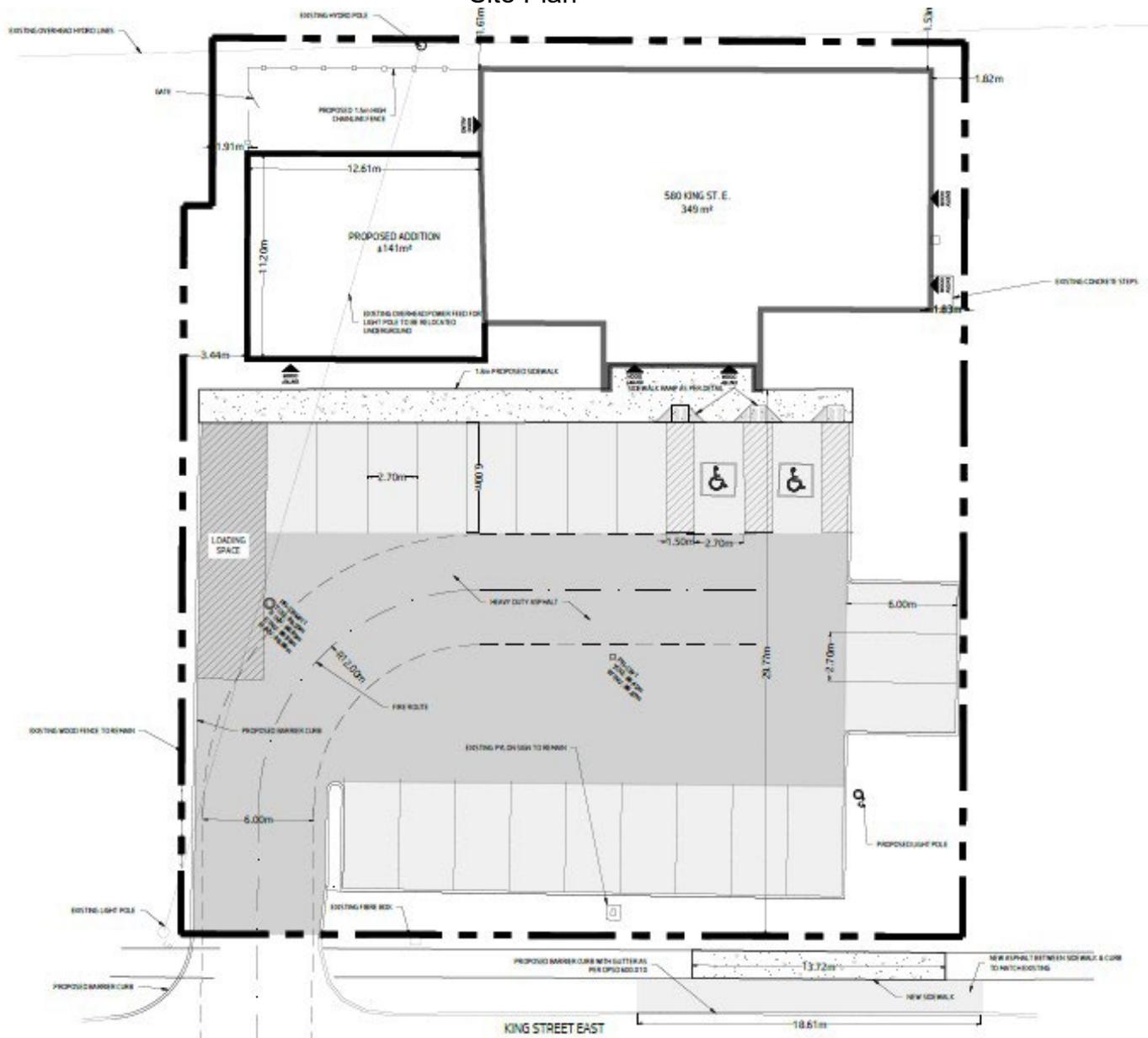
CAO	No comments.
Chief Building Official	No comments. A detailed review will be provided during the building permit application review process.
CRCA	No comments or concerns.
School Boards: CDSBEO and UCDSB	
Utilities: Bell Canada/Canada Post/ Cogeco/Enbridge Gas/ Eastern Ontario Power/Hydro One (OPG)/MTO	
EMS: Fire/LG Paramedic/Police	
Public Works, Water/Sewer Utilities	Public Works – comments are incorporated within the report
Southeast Public Health Unit	
Neighbourhood: Posting and 120m Circulation	No comments were received from the public at the time of the writing of the report.

Staff have no objection to DP2025-17 Otis Properties Ltd. – 580 King Street East, for a change of use to convert the existing building from retail to an animal clinic including the addition of a 141m² subject to the following conditions:

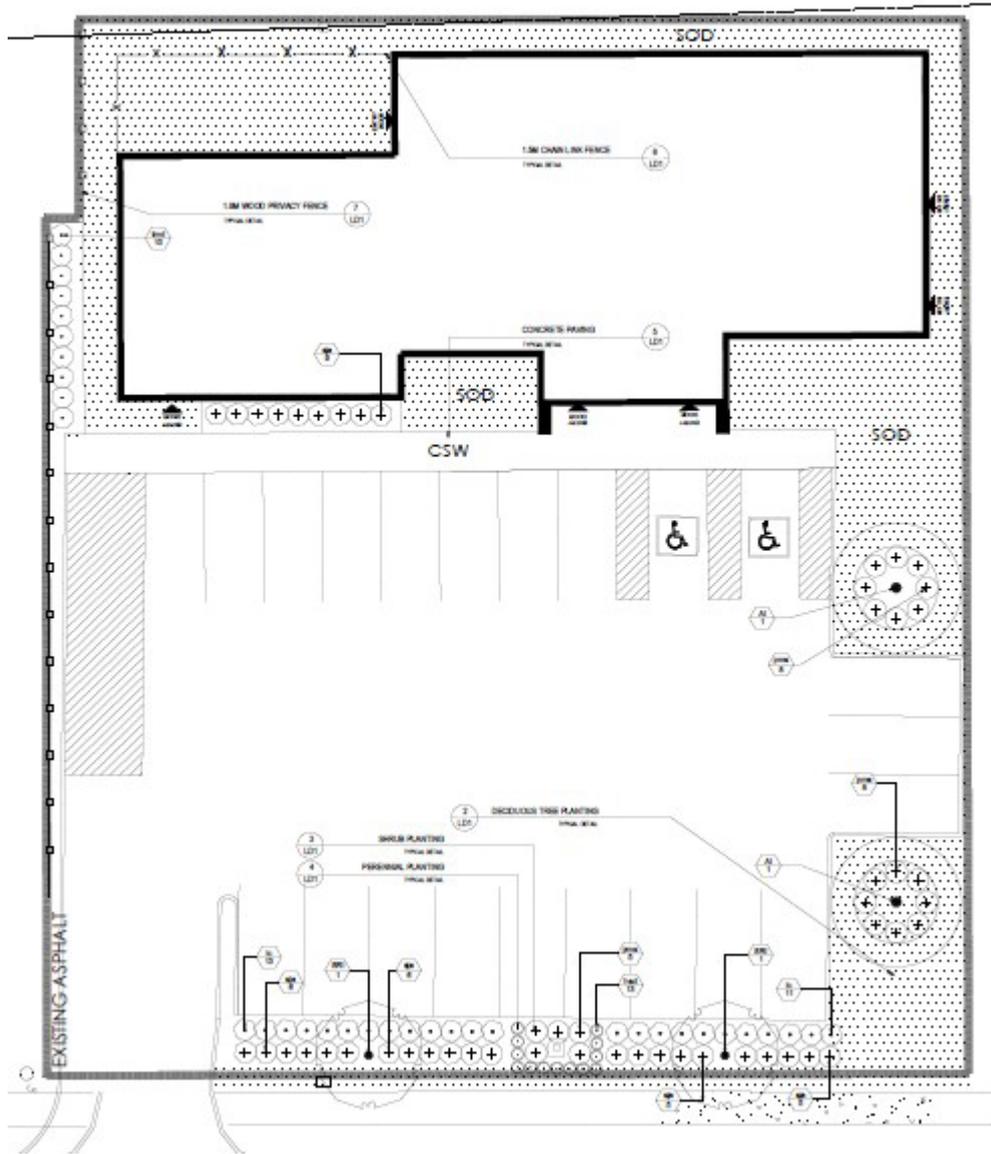
- All final plans to be submitted and approved by the Town prior to registration of the agreement on title,
- Clearance be obtained and submitted to Planning and Development for sanitary pipe upgrades and the municipal backflow by-law from Public Works.
- All registered Site Plan Agreements be removed and replaced with the new Development Permit Agreement,
- The Owner enter into a Development Permit Agreement within one year of the Notice of Decision or the approval may lapse; and
- All costs associated with fulfilling the conditions of this decision are borne by the Owner.

APPROVAL	<hr/>
	Trudy Gravel, Assistant Planner
	<hr/>
	Brenda Guy, Manager of Planning and Development

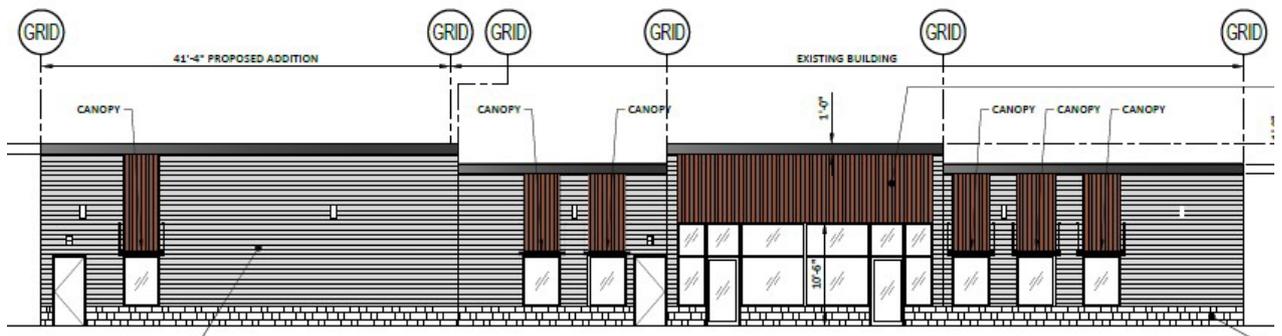
Attachment 1 Site Plan



Attachment 2 Landscape Plan



Attachment 3 South Elevation Facing King Street East



ATTACHMENT 2 - APPLICATION, DRAWINGS

Application for Development Permit

Page 2
DP No. 2026 / 01**CONTACT INFORMATION**

Municipal Freedom of Information and Protection of Privacy Act – Personal Information on this form is collected under authority of The Planning Act and will be used to process this application.

Name of Applicant: Daniel Fox, Full Speed Builders Ltd.	Complete Address including Postal Code: 16788 Highway 7, Perth, ON K7H 3C8	Phone: 613-466-0400 613-328-8234
	E-mail: daniel@fullspeedbuilders.ca	
Name of Property Owner (if different than applicant): Otis Properties Limited	Complete Address including Postal Code: 3338 Dufferin Street, Toronto, ON M6A 3A4	Phone: 416-489-2833
	E-mail: brian@otisgroup.ca	
Architect/Designer/Planner: Full Speed Builders Ltd	Complete Address including Postal Code: 16788 Highway 7, Perth, ON K7H 3C8	Phone: 613-466-0400
	E-mail: josh@fullspeedbuilders.ca	
Engineer: Full Speed Builders Ltd	Complete Address including Postal Code: 16788 Highway 7, Perth, ON K7H 3C8	Phone: 613-466-0400 613-328-8234
	E-mail: daniel@fullspeedbuilders.ca	
Land Surveyor: Callon Dietz	Complete Address including Postal Code: 19 Roe Street, Carleton Place, ON P1A 4K2	Phone: 613-253-6000
	E-mail: requests@callondietz.com	

PROPERTY

Street or Property Address (if applicable): 580 King Street East	Roll Number (if known): 081400001505700
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LEGAL DESCRIPTION

Lot/Con/Plan: Part of Lot 15, Concession 1			
Frontage (m/ft): 42.30m	Depth (m/ft): 48.7m	Lot Area: 2047 sq.m.	

SUBMISSION REQUIREMENTS

The applicant/agent is responsible for ensuring that the submission requirements are met, including confirming that all the information listed below is shown on the required plans by checking off each box.

 Site Plan(s) including scaled accurate measurements of:

- Title, location and date of project including legend and scale (graphic bar scale as well as written ratio scale);
- Dimensions and areas of the site including existing natural and artificial features i.e: buildings, watercourses, wetlands, woodlands.
- Dimensions and gross floor area of all building and structures to be erected;
- Existing structures to be retained, removed or relocated;
- Distances between lot lines and the various buildings, structures, parking areas, driveways and other features;
- Proposed elevation of finished grades including area to be filled or excavated, retaining walls, drainage ditches;
- Parking areas including number, size of spaces and dimensions. The plans shall have regard for **Ontario Regulation 413/12 made under Accessibility for Ontarians with Disabilities Act, 2005**. This shall include, but not be limited to, providing appropriate designated parking spaces and unobstructed building access features.
- Access driveways including curbing and sidewalks
- Proposed fire routes and fire route sign locations
- Dimensions and locations of loading zones, waste receptacles and other storage spaces;
- Location, height and type of lighting fixtures including information on intensity and the direction in which they will shine relative to neighbouring streets and properties;
- Location of sign (sign permit to be applied for through the Building Permit process) as per By-law 2005-41;
- Location, type and size of any other significant features such as fencing, gates and walkways.

 Drainage Plan(s) including scaled accurate measurements of:

- Drainage Plan must demonstrate proposed development is handled on-site and does not infringe on neighbouring properties;

 Landscape Plan(s) including scaled accurate measurements of:

- Landscape Plan showing size, type and location of vegetation, areas to be seeded or sod. Plan to show existing landscape features to be retained, removed or relocated;

 Site Servicing Plan(s) including scaled accurate measurements of:

- Site Servicing Plan (plan/profile) including layout of existing water, sewer, gas lines, proposed connections, utility easements, fire hydrants, hydro poles, lighting, trees, transformers and pedestals.

 Grade Control and Drainage Plan(s) including scale accurate measurements of:

- Existing elevations on subject and adjacent lands and long centerline or adjacent street lines, which are to be geodetic;
- Location of any creeks, ravines or watercourses with elevations and contours;
- Arrows indicating the proposed direction of flow of all surface water;
- Location and direction of swales, surface water outlets, rip-rap, catch basins, rock, retaining walls, culverts
- Existing and/or proposed right-of-ways or easements

Elevation and Cross-Section Plan(s) including scale accurate measurements of:

- Coloured elevation drawings or renderings of each side of the building to include materials being used and their consideration to the neighbourhood (PHOTOS OF EXISTING BUILDING ARE PERMITTED IF NO ADDITIONS ARE BEING UNDERTAKEN)
- Drawings that show plan, elevations and cross section views for each building or structure to be erected;
- Conceptual design of building;
- Relationship to existing buildings, streets and exterior areas to which members of the public have access to;
- Exterior design including character, scale, appearance and design features of the proposed building;
- Design elements of adjacent Town road including trees, shrubs, plantings, street furniture, curbing and facilities designed to have regard for accessibility
- Photographs of the subject land and abutting streetscape on both side of the street

Supporting Studies and Reports. Technical reports/plans or studies may be required to assist in the review process of a Development Permit Application. Applications for Development Permit may be required to submit the following studies or reports. Applicants should consult with Municipal staff to determine site specific requirements:

- | | |
|---|--|
| <input type="checkbox"/> Air, Noise or Vibration Study | <input checked="" type="checkbox"/> Sanitary System Design & sufficient capacity |
| <input type="checkbox"/> Archaeological Study | <input checked="" type="checkbox"/> Servicing Options Report |
| <input checked="" type="checkbox"/> Drainage and/or stormwater management report | <input type="checkbox"/> Source Water Protection – Risk Management Assessment |
| <input type="checkbox"/> Environmental Impact Assessment for a natural heritage feature or area | <input type="checkbox"/> Sun/Shady Study |
| <input type="checkbox"/> Erosion and Sediment Control Plan | <input type="checkbox"/> Traffic Study |
| <input type="checkbox"/> Geotechnical Study and Hydrogeological Study | <input type="checkbox"/> Vegetation Inventory/Preservation |
| <input type="checkbox"/> Heritage Resource Assessment/Study | <input type="checkbox"/> Visual Impact Assessment |
| <input type="checkbox"/> Hydrogeology/Groundwater Study | <input type="checkbox"/> Water Distribution System & sufficient capacity |
| <input type="checkbox"/> Phase I Environmental, investigation if required | <input type="checkbox"/> Wave Uprush Study |
| <input type="checkbox"/> Form 1's – Record of Future Alteration (Water, Sewer and Storm) | <input type="checkbox"/> Supporting Land Use Planning Report |
| | <input type="checkbox"/> Other: |

NOTES TO OWNER/APPLICANT:

- Applications may be subject to any Town incurred costs over and above the fees set out (See By-law 2016-047) being a by-law to establish general fees and rates for various services provided by the municipality). This is in the form of a deposit fee in the amount of \$2,000 payable to the Town of Gananoque for peer reviews of various studies as outlined in the application.
- Cataraqui Region Conservation Authority (CRCA) - Applications may be subject to review and a separate cheque payable to the CRCA. Fees are identified on the CRCA website <https://cataraquiconservation.ca/pages/permit-fees>. The Town recommends that you consult with a Conservation Authority Officer prior to making application.
- The applicant/owner may be required to provide 100% security of the cost of works in the form of a Letter of Credit or Certified Cheque upon signing of the Development Permit Agreement for all Class III applications and any Class that may require a background study or legal registration of documents.
- Security will remain with the Town until such time as the works are completed for any agreement. A 15% holdback will be maintained for a period of one year after the works are completed. This will be applicable at the time of agreement.

Existing Use(s): Vacant Building		
Length of time the existing use of the subject lands have continued:		
Has the property been designated as a Heritage Site?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Is the property presently under a Site Plan/Development Permit Agreement?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Has the property ever been subject of an application under Section 34 (Zoning), 41 (Site plan) or 45 (Minor Variance) of the Planning Act?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Has the property ever been subject of an application under Section 70.2 (Development Permit By-law) of the Planning Act?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If the property has been subject of applications under the Planning Act noted above, provide the file number(s) and the status of the application? DP2025-17		

Proposed Use(s): Veterinary Clinic The proposed 40 sq.m. addition will be mainly used as a pharmacy pickup counter for the tenants online ordering system. The addition will also contain the mechanical room and a bathroom. The loading space will be shortened to 10m, since cube vans will be making deliveries, not transports. The addition will not change the parking count. The sanitary service will be upgraded as per the Town's request. The water service will be upgraded to provided the needed capacity		
Is the Use permitted or permitted subject to criteria as set out in the development permit by-law?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
How has the applicable criteria have been addressed?		
Is/Are variation(s) requested?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, what variation is requested and why?		
Demonstrate how the proposed variation meets the criteria as set out in the development permit by-law.		

Abutting Land Use(s) – east, west, north, south: North- Residential East - Public Park South - Commercial Building under Construction West - Gas Station

Is the Development to be phased?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
What is the anticipated date of construction?	March 2026
Is the land to be divided in the future?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are there any easements, right-of-ways or restrictive covenants affecting the subject land?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, please provide details (and copies of covenants with application submission).	

Plan Details: Please ensure that measurements are consistent with plan			
<input type="checkbox"/> Residential	<input checked="" type="checkbox"/> Commercial	<input type="checkbox"/> Employment Lands/ Industrial	<input type="checkbox"/> Institutional
Building Coverage: 23 (%) 530 (sq.m)		Landscape Coverage: 23 (%) 478 (sq.m)	
Building Height: 4.88m	No. of Storeys: 1	No. of Units: 1	Storage of Garbage: Internal

Parking Area:	Existing Parking Surface			
	<input checked="" type="checkbox"/> Paved <input type="checkbox"/> Gravel <input type="checkbox"/> Permeable Parking Area <input type="checkbox"/> Other			
	Proposed Parking Surface:			
	<input checked="" type="checkbox"/> Paved <input type="checkbox"/> Gravel <input type="checkbox"/> Permeable Parking Area <input type="checkbox"/> Other			
	# of Existing Parking Spaces 16	# of New Parking Spaces 4	# of Accessible Parking Spaces 2	Total # of Parking Spaces 22
	Dimension of Parking Spaces (m/ft): 2.7m X 6.0m		Dimensions of Accessible Parking Spaces (m/ft): 2.7m X 6.0m with 1.5m aisle on each side	

LOADING SPACES, if applicable:	Number of Loading Spaces: 1	Dimensions of Loading Spaces (m/ft): 10m X 3.56m
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Heritage Tourist Inn/Bed and Breakfast/Short Term Accommodation*:		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Is this an application for a Heritage Tourist Inn?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Number of Guest Rooms:	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6
NOTE: A Heritage Tourist Inn will require a Heritage Resource Assessment evaluating the heritage significance of the property including a description of historic features is required with the submission of this application.			
Is this an application for a Bed and Breakfast?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Number of Guest Rooms:	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3
Is this an application for a Short Term Accommodation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Number of Guest Rooms:	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3

Access*:	Potable Water*:	Sewage Disposal*:	Stormwater*:
<input checked="" type="checkbox"/> Municipal Street	<input checked="" type="checkbox"/> Town Owned/operated Water System	<input checked="" type="checkbox"/> Town Owned/Operated Sewage System	<input checked="" type="checkbox"/> Town Owned/Operated Sewers
<input type="checkbox"/> Existing Private Road/ Lane	<input type="checkbox"/> Private Well	<input type="checkbox"/> Private Septic and Tile Field	<input type="checkbox"/> Swales
<input type="checkbox"/> Existing Right-of-way	<input type="checkbox"/> River	<input type="checkbox"/> Other	<input type="checkbox"/> Ditches
<input type="checkbox"/> Unopen Road Allowance	<input type="checkbox"/> Other:		<input type="checkbox"/> Other
<input type="checkbox"/> Other:			

Provide any applicable hook-up approvals and/or permit number(s) applicable to the above:

Water Access (where access to the subject land is by water only)	
Docking Facilities (specify distance from subject land _____)	Parking Facilities (specify distance from subject land _____)
distance from nearest public road _____	distance from nearest public road _____

EXISTING BUILDINGS:	Building 1 - Primary	Building 2 - Accessory
Type of Structure (ie: wood concrete)	Concrete block walls with masonry	
Date Constructed:	Unknown	
Front Line Setback:	29.79m	
Rear Lot Line Setback:	1.53m	
Side Lot Line Setback:	East - 1.82m	
Side Lot Line Setback:	West - 14.47m	
Height:	4.88m	
Dimensions:	24.37m X 13.05m	
Floor Area:	349 sq.m.	

PROPOSED BUILDINGS:		Building 1 - Primary	Building 2 - Accessory
Type of Structure (ie: wood concrete)	Wood frame with siding		
Proposed Date of Construction:	March 2026		
Front Line Setback:	29.79m		
Rear Lot Line Setback:	14.61m		
Side Lot Line Setback:	East - 1.83m		
Side Lot Line Setback:	West - 31.25m		
Height:	4.88m		
Dimensions:	9.20m X 4.37m		
Floor Area:	40 sq.m.		
Attached Additional Page, if necessary			

AUTHORIZATION BY OWNER

I/We, the undersigned being the registered owner(s) of the subject lands, hereby authorize FULL SPEED BUILDERS (print name) to be the applicant in the submission of this application. Furthermore, I/we, being the registered owner(s) of the subject lands, hereby authorize Town of Gananoque members of Council, Committee of Council and Municipal Staff, to enter upon the property for the purposes of conducting a site inspection with respect to the subject application.

OTIS PROPERTIES LIMITED

Owner Name (Please Print)

Owner Name (Please Print)

Signature of Owner DAN OTIS

Signature of Owner

Signature of Witness (not applicant)

Date NOVEMBER 5/25

CONSENT BY OWNER

I/We, OTIS PROPERTIES LIMITED, (print name(s) am/are the registered owner(s) of the land that is the subject of this application for Development Purposes and for purposes of the Municipal Freedom of Information and Protection of Privacy Act. I/We hereby authorize the use, or disclosure, to any person or public body, of any personal information collected under the authority of the Planning Act of the purpose of processing this application.

Signature of Owner DAN OTIS

Signature of Owner

Signature of Witness (not applicant)

Date NOVEMBER 5/25

DECLARATION OF APPLICANT

(Print) I, Daniel Fox of the Township of South Frontenac in the County of Frontenac solemnly declare that:

I understand that the applicant/owner will be required to provide 100% security of the outside works in the form of a Letter of Credit or Certified Cheque until such time as the works are completed. A 15% holdback will be maintained for a period of one year after the works are completed. This will be applicable at the time of agreement.

All of the above statements contained in the application are true and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under Oath and by virtue of *The Canada Evidence Act*.

Declared/ Sworn before me at the Town of Perth this 10th day of February, 2026

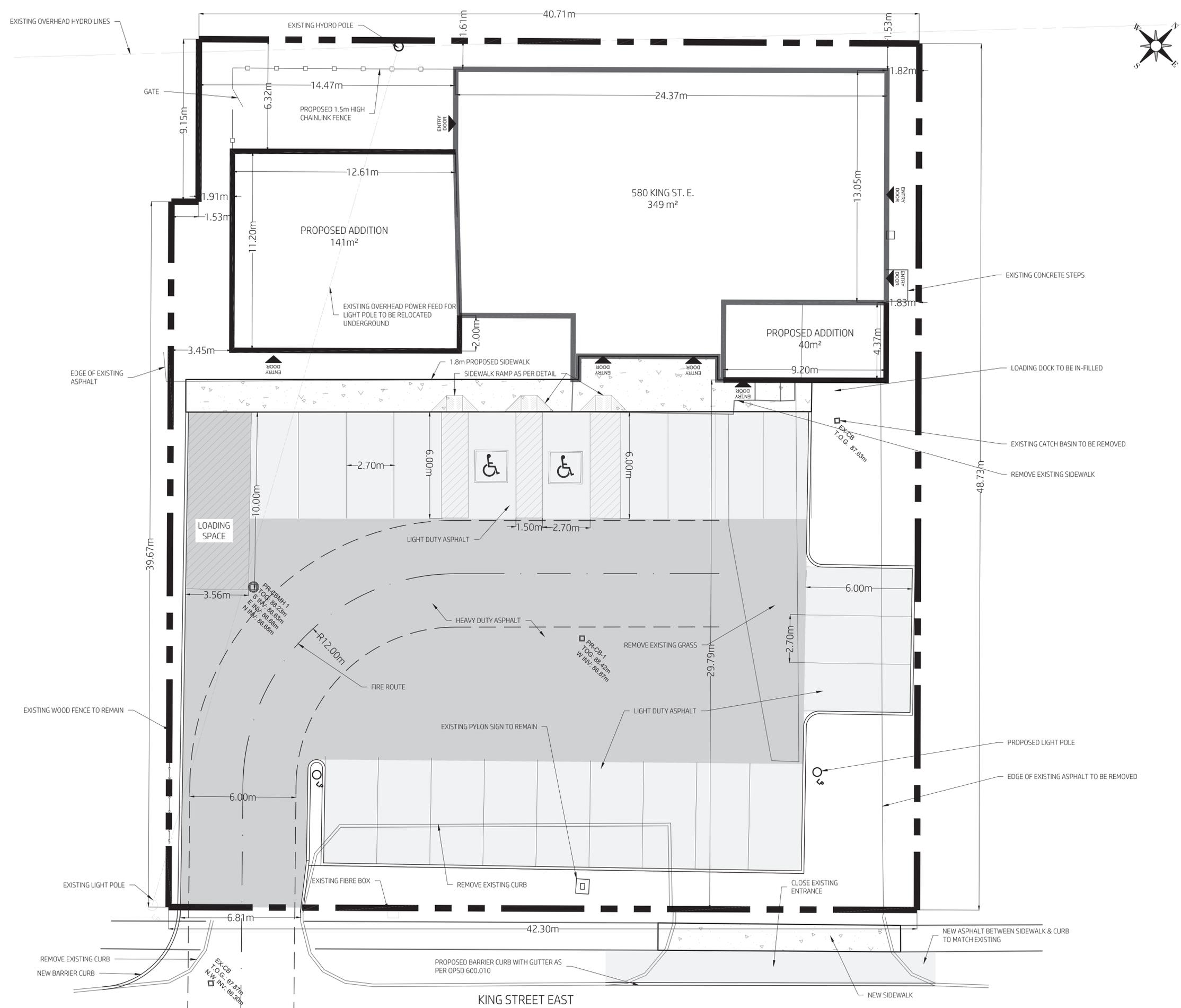
[Signature]

Signature of Applicant

[Signature]
Signature of a Commissioner, etc

Office Use Only:		Roll No: 081400001505700
Official Plan Designation: Highway Commercial	Development Permit Designation: Progressive Commercial	Other:
Access (Entrance Permits etc):	Water and Sewer Hookup (Permits etc):	Other:
Other Concurrent Applications:	<input type="checkbox"/> Cash-in-Lieu of Parking	<input type="checkbox"/> condo Approval
	<input type="checkbox"/> Consent/ Severance	<input type="checkbox"/> Official Plan Amendment
		<input type="checkbox"/> Subdivision Approval
Date Application Received: February 10, 2026	Date Application Deemed Complete: February 12, 2026	Fees Received: \$700 February 10, 2026

For additional details please contact: Brenda Guy, Manager of Planning and Development
 Town of Gananoque, 30 King Street East, Gananoque, ON K7G 1E9
 (613) 382-2149 ext.1126 E-mail: bguy@gananoque.ca



PROJECT DATA

SITE COVERAGE

	EXISTING	PROPOSED
EXISTING BUILDING	349 m ²	
ADDITIONS		181 m ²
TOTAL		530 m²

ZONING
PROGRESSIVE COMMERCIAL DISTRICT

BUILDING SETBACKS	REQUIRED	EXISTING	PROPOSED
FRONT YARD	7.0m	29.79m	29.79m
REAR YARD	6.0m	1.53m	1.53m
EXT. SIDE YARD	4.5m	N/A	N/A
INT. SIDE YARD (EAST)	1.2m	1.82m	1.82m
INT. SIDE YARD (WEST)	1.2m	14.47m	1.91m
LOT AREA	464 m ²	2047 m ²	2047 m ²
LOT FRONTAGE	15m	42.30m	42.30m

BUILDING HEIGHT	REQUIRED	EXISTING	PROPOSED
LOT COVERAGE (MAX)	60%	17%	23%

PARKING

CLINIC	REQUIRED	EXISTING	PROPOSED
6 SPACES PER VET	18	16	22
3 VETS ON STAFF			

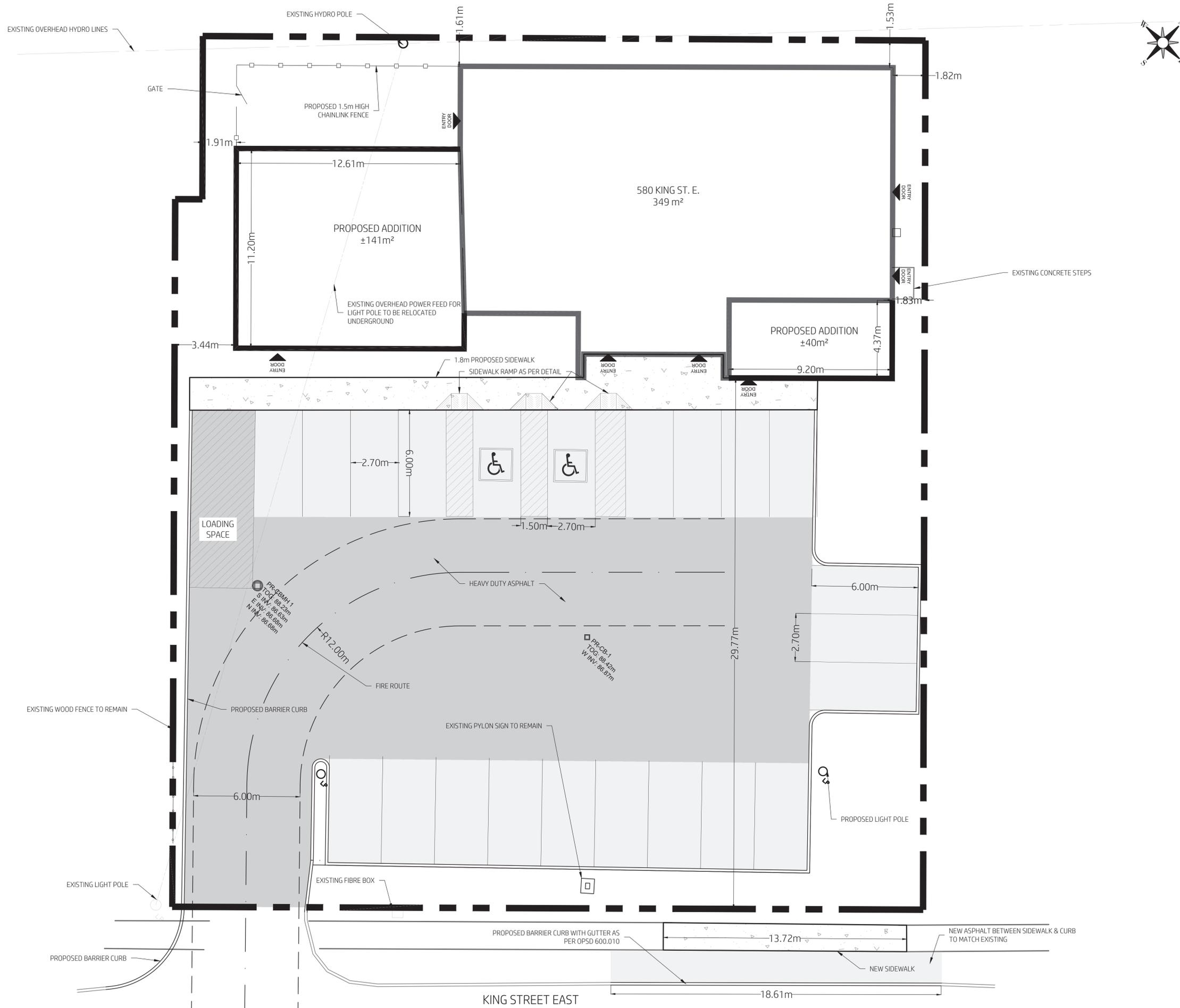
No.	Date	Revisions	By
5	02/08/26	Addition Added	DF
4	12/19/25	Revised per Comments	DF
3	11/12/25	Issued for Development Permit	DF
2	10/09/25	Issued for Review	DF
1	08/19/25	Issued for Discussion	DF

Project: **Commercial Building Addition**
580 King St. E.,
Gananoque

Client: **Otis Properties Limited**

Drawing Title: **Site Plan & Removals**

	Client Project No. F1336	Date 08/19/2025
	Designed By J.L.	Drawn By D.F.
		<p>SP-1</p> <p>2/11/2026</p>



PROJECT DATA

SITE COVERAGE

	EXISTING	PROPOSED
EXISTING BUILDING	349m ²	
ADDITIONS		181m ²
TOTAL		530m²

ZONING
PROGRESSIVE COMMERCIAL DISTRICT

BUILDING SETBACKS	REQUIRED	EXISTING	PROPOSED
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LOT AREA	464m ²	2047m ²	2047m ²
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BUILDING HEIGHT	REQUIRED	EXISTING	PROPOSED
LOT COVERAGE (MAX)	60%	17%	23%

PARKING

CLINIC	REQUIRED	EXISTING	PROPOSED
6 SPACES PER VET	18	16	22
3 VETS ON STAFF			

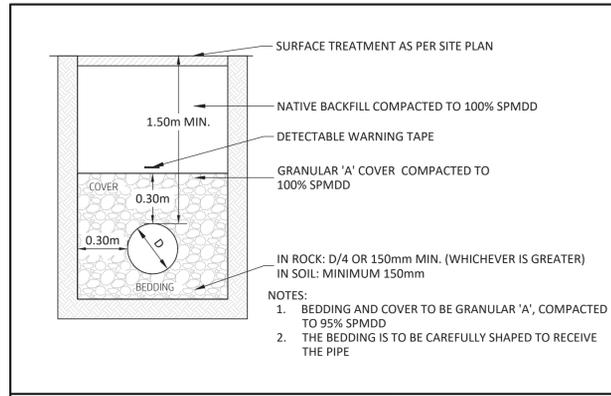
No.	Date	Revisions	By
5	02/08/26	Addition Added	DF
4	12/19/25	Revised per Comments	DF
3	11/12/25	Issued for Development Permit	DF
2	10/09/25	Issued for Review	DF
1	08/19/25	Issued for Discussion	DF

Project: **Commercial Building Addition**
580 King St. E.,
Gananoque

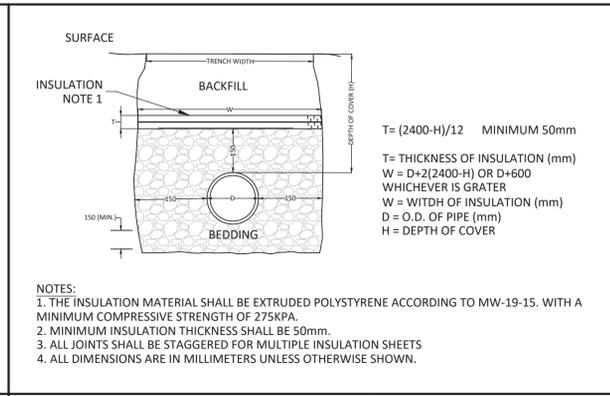
Client: **Otis Properties Limited**

Drawing Title: **Site Plan**

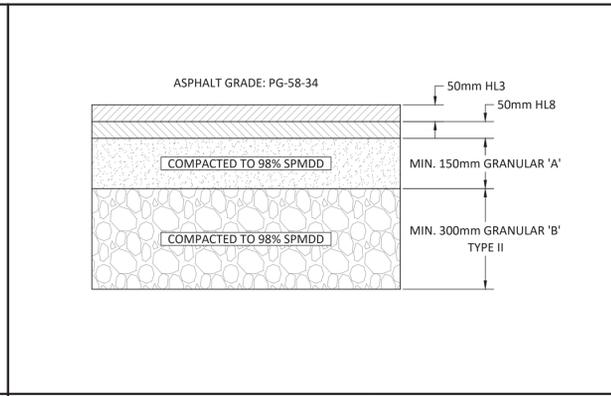
	Client Project No. F1336	Date: 08/19/2025
	Designed By: J.L.	Drawn By: D.F.
		<p>SP-2</p> <p>2/11/2026</p>



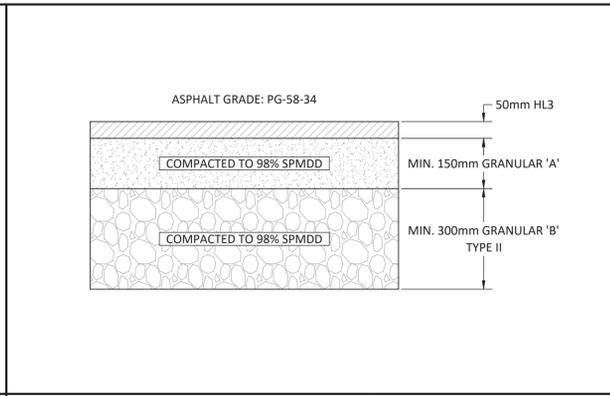
STORM TYPICAL TRENCH **1**
C-2



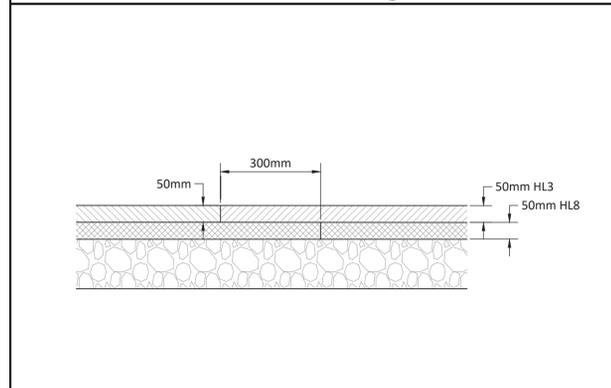
PIPE INSULATION DETAIL **2**
C-2



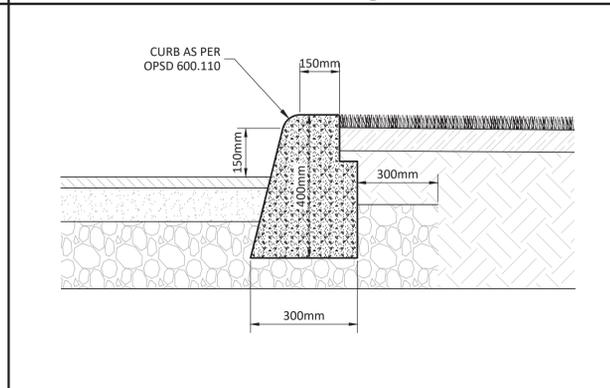
HEAVY DUTY PAVEMENT **3**
C-2



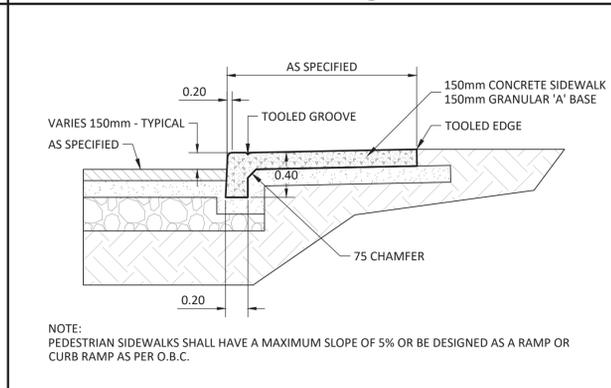
LIGHT DUTY PAVEMENT **4**
C-2



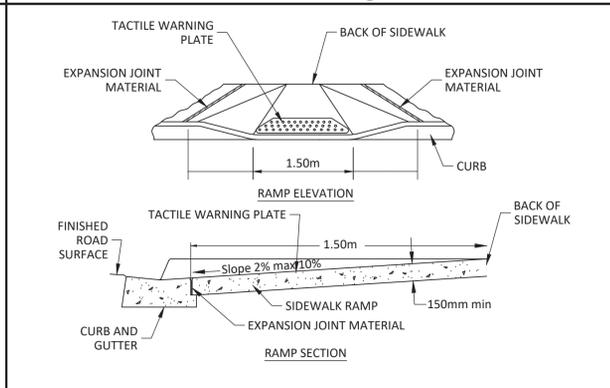
FLEX PAVEMENT REPAIR **5**
C-2



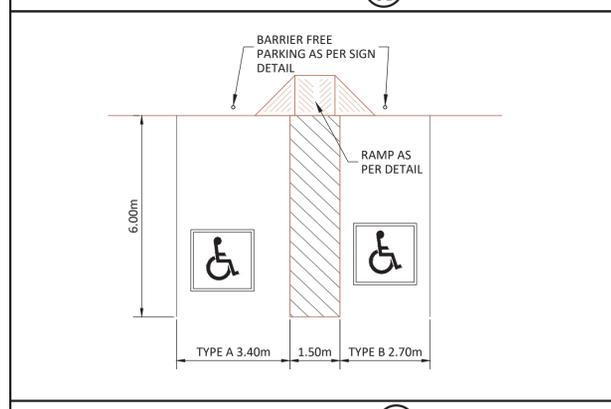
TYPICAL BARRIER CURB **6**
C-2



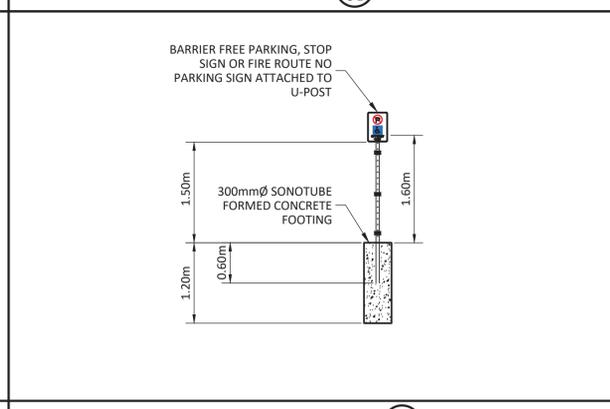
SIDEWALK WITH CURB DETAIL **7**
C-2



TYPICAL RAMP SECTION **8**
C-2



TYPICAL ACCESSIBILITY PARKING **9**
C-2



TYPICAL DISABILITY TRAFFIC SIGN **10**
C-2

GENERAL NOTES:

1. THE ORIGINAL TOPOGRAPHY AND GROUND ELEVATIONS, SERVICING AND SURVEY DATA SHOWN ON THIS PLAN ARE SUPPLIED FOR INFORMATION PURPOSES ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE ACCURACY OF ALL INFORMATION OBTAINED FROM THESE PLANS. ALL DIMENSIONS AND INVERTS MUST BE VERIFIED PRIOR TO CONSTRUCTION. IF THERE IS ANY DISCREPANCY THE CONTRACTOR IS TO NOTIFY THE ENGINEER PROMPTLY.
2. ALL ELEVATIONS ARE GEODETIC AND UTILIZE METRIC UNITS UNLESS OTHERWISE NOTED.
3. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATION, SIZE, MATERIAL AND ELEVATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION. PROTECT AND ASSUME ALL RESPONSIBILITY FOR EXISTING UTILITIES WHETHER OR NOT SHOWN ON THE DRAWINGS. IF THERE ARE ANY DISCREPANCIES THE CONTRACTOR IS TO NOTIFY THE ENGINEER PROMPTLY. GAS, HYDRO, CABLE, TELEPHONE, OR ANY OTHER UTILITY THAT MAY EXIST ON SITE MUST BE LOCATED BY ITS OWN UTILITIES AND VERIFIED.
4. ALL UNDERGROUND SERVICES, MATERIALS AND INSTALLATIONS TO BE IN ACCORDANCE WITH ONTARIO PROVINCIAL STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE STATED (OPSS).
5. ALL DISTURBED AREAS TO BE RESTORED TO ORIGINAL CONDITION OR BETTER UNLESS OTHERWISE SPECIFIED. ANY GRASSED AREAS DISTURBED ARE TO BE REINSTATED WITH MINIMUM 100mm TOPSOIL AND SEED. ROAD CUTS TO BE REINSTATED WITH TOPSOIL AND SEED.
6. THE CONTRACTOR IS RESPONSIBLE FOR ALL LAYOUT FOR CONSTRUCTION PURPOSES.
7. TREES DESIGNATED BY THE ENGINEER MUST BE PROTECTED AND MAINTAINED DURING CONSTRUCTION AS PER OPSD 220.010.
8. CONTRACTOR TO OBTAIN AND PAY FOR ALL NECESSARY PERMITS FROM THE COUNTY, MUNICIPALITY AND/OR CONSERVATION AUTHORITY PRIOR TO COMMENCING CONSTRUCTION.
9. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR REVIEW AND APPROVAL.
10. HOT MIX, HOT LAID ASPHALT CONCRETE AS PER OPSS 1150. MIX DESIGNS SHALL CONTAIN A MINIMUM OF 5.4% ASPHALT CEMENT WITH A PERFORMANCE GRADE OF PG58-34 AND 3.5% AIR VOIDS.
11. ALL SIDE WALKS SHALL BE A MIN OF 1.5M WIDTH OR AS SPECIFIED AND CONSTRUCTED AS PER OPSD 310.010.
12. ALL SIDEWALKS ADJACENT TO ASPHALT PAVING TO HAVE MINIMUM 150mm BURIED FACE
13. PAINT LINES FOR STANDARD PARKING SPACES TO BE CAN/CGSB-1.74-2001, ALKYD TRAFFIC PAINT, PAVEMENT SURFACE TO BE DRY, FREE FROM WEAR, FROST, ICE, DUST, OIL, GREASE AND OTHER FOREIGN MATERIALS PRIOR TO PAINTING. PAINT LINES TO BE UNIFORM COLOUR AND DENSITY WITH SHARP EDGES. PROTECT PAVEMENT MARKINGS UNTIL DRY.
14. ALL SIGNS INSTALLED AS PER ONTARIO TRAFFIC MANUAL BOOK 5 AND MUNICIPALITY STANDARDS.
15. GRADES TO MATCH ADJACENT PROPERTIES AT PROPERTY LINE.
16. SLOPES IN LANDSCAPED AREAS SHALL NOT EXCEED 3:1 (3 HORIZONTAL TO 1 VERTICAL).
17. BEDDING SHALL BE A MINIMUM 150MM OF GRANULAR "A", COMPACTED TO MINIMUM 98% STANDARD PROCTOR DRY DENSITY. CLEAR STONE BEDDING SHALL NOT BE PERMITTED.

18. SUB-BEDDING, IF REQUIRED SHALL BE AS PER THE DIRECTION OF GEOTECHNICAL ENGINEER
19. BACKFILL TO AT LEAST 300mm ABOVE TOP OF PIPE WITH GRANULAR "A".
20. TO MINIMIZE DIFFERENTIAL FROST HEAVING, TRENCH BACKFILL (FROM PAVEMENT SUBGRADE TO 2 METRES BELOW FINISHED GRADE) SHALL MATCH EXISTING SOIL CONDITIONS.
21. EXTERIOR LIGHT FIXTURES TO BE NIGHT SKY COMPLIANT WITH NO LIGHT SPILLING OFF PROPERTY.
22. GARBAGE AND REFUSE TO BE STORED INTERNALLY WITHIN BUILDING.

ENVIRONMENTAL

23. EROSION AND SEDIMENT CONTROLS SHALL BE INSTALLED PRIOR TO CONSTRUCTION AND MONITORED AND MAINTAINED BY THE CONTRACTOR UNTIL COMPLETION. THE TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES MUST BE REMOVED ONCE THE SITE HAS BEEN STABILIZED AND SITE WORKS COMPLETED.
24. REGARDLESS OF SITE SPECIFIC ITEMS DETAILED ON THE PLANS, THE CONTRACTOR SHALL INSTALL EROSION CONTROL MEASURES TO SUIT THE PROPOSED WORK METHODS TO CONTROL SEDIMENT FROM RUNNING OFF THE SITE OR INTO WATER BEARING FEATURES PRIOR TO ANY DISTURBANCE. FOLLOWING CONSTRUCTION, DISTURBED AREAS, AS WELL AS PROPOSED GRASSED AND VEGETATED SURFACES SHALL BE REINSTATED.
25. IN THE EVENT THAT HUMAN REMAINS ARE ENCOUNTERED DURING CONSTRUCTION, THE MINISTRY OF CITIZENSHIP, CULTURE AND RECREATION SHALL BE NOTIFIED IMMEDIATELY AND THE REGISTRAR OR DEPUTY REGISTRAR OF THE CEMETERIES REGULATION UNIT OF THE MINISTRY OF CONSUMER AND COMMERCIAL RELATIONS (416) 362-8392, SHALL BE NOTIFIED IMMEDIATELY.
26. IN THE EVENT THAT BURIED ARCHEOLOGICAL REMAINS ARE FOUND DURING CONSTRUCTION ACTIVITIES, THE MINISTRY OF CITIZENSHIP, CULTURE AND RECREATION SHALL BE NOTIFIED IMMEDIATELY.
27. WHILE UNDERTAKING CLEARING, DEMOLITION, EXCAVATION OR CONSTRUCTION THE OWNER AND THEIR CONTRACTORS SHALL BE VIGILANT FOR THE POTENTIAL PRESENCE OF UNDERGROUND FUEL TANKS, CONTAMINATED SOIL OR GROUNDWATER, BURIED WASTE OR ABANDONED WATER WELLS. IF ANY OF THE ABOVE ARE ENCOUNTERED OR SUSPECTED, THE OWNER SHALL ENSURE THAT:
 - 27.A. THE TOWN OF GANANOQUE'S ENVIRONMENT DEPARTMENT IS TO BE ADVISED THAT CONTAMINANTS OR WASTES HAVE BEEN DISCOVERED OR ARE SUSPECTED.
 - 27.B. ANY SOIL OR GROUNDWATER CONTAMINATION ENCOUNTERED IS REMEDIATED TO APPLICABLE STANDARDS AS DEFINED WITHIN O. REG 153/04 OR AS REVISED;
 - 27.C. ANY WASTES GENERATED BY SITE CLEAN-UPS ARE MANAGED IN ACCORDANCE WITH APPLICABLE LAWS AND STANDARDS;
 - 27.D. ANY ABANDONED FUEL TANKS ENCOUNTERED ARE DECOMMISSIONED IN ACCORDANCE WITH APPLICABLE LAWS AND STANDARDS;
 - 27.E. ANY UNUSED WATER WELLS (DRILLED OR DUG) ARE PROPERLY ABANDONED IN ACCORDANCE WITH ONTARIO REGULATIONS 903 - WELLS OR AS ADVISED;
 - 27.F. IF IT APPEARS LIKELY THAT CONTAMINATION EXTENDS BEYOND THE BOUNDARIES OF THE SUBJECT PROPERTY, THE OWNER NOTIFIES THE LOCAL OFFICE OF THE MINISTRY OF ENVIRONMENT AND THE TOWN OF GANANOQUE'S ENVIRONMENT DEPARTMENT;

- 27.G. CONSTRUCTION WASTES ARE NOT TO BE BURIED WITHIN THE PROPERTY THAT IS THE SUBJECT OF THIS AGREEMENT, AND
- 27.H. THE OWNER AND THEIR CONTRACTORS REPORT ALL SPILLS TO THE MINISTRY OF THE ENVIRONMENT'S SPILLS ACTION CENTRE (1-800-268-6060) AND TO THE MUNICIPALITY FORTHWITH.

STORM

28. ALL TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO CONSTRUCTION. CONTRACTOR TO MAINTAIN SILT FENCE.
29. CATCH BASIN TO BE AS PER OPSD 705.010. DISHED GRATE AS PER OPSD 400.010.
30. CBMH'S TO BE AS PER OPSD 701.010. DISHED GRATE AS PER OPSD 400.010.
31. INSULATE ALL SEWERS/SERVICES THAT HAVE LESS THAN 1.5M OF COVER WITH THERMAL INSULATION.
32. STORM SEWERS TO BE FLUSHED AND CCTV STUDY COMPLETED.
33. LEAK TESTING SHALL BE AS PER OPSS AND TOWN OF GANANOQUE STANDARDS.

WATER

34. WATER SERVICE TO BE PVC DR9 OR APPROVED EQUIVALENT
35. CONSTRUCT ALL WATER SERVICES AND APPURTENANCES IN ACCORDANCE WITH OPSS STANDARDS AND SPECIFICATIONS AS WELL AS TOWN OF GANANOQUE STANDARDS
36. WATER SERVICES ARE TO HAVE A MINIMUM COVER OF 2.1m OTHERWISE INSULATION IS REQUIRED AS PER DETAIL.
37. COORDINATE WATER SERVICE CONNECTION WITH THE TOWN OF GANANOQUE. CONNECTION TO BE BY A COMPETENT CONTRACTOR. EXCAVATION, BACKFILLING AND REINSTATEMENT ALSO DONE BY CONTRACTOR.
38. TRACER WIRE TO BE INSTALLED ON WATER SERVICE AS PER OPSS AND TOWN OF GANANOQUE STANDARDS.

ELECTRICAL AND COMMUNICATIONS

39. ALL ELECTRICAL AND COMMUNICATION DUCTS TO HAVE A MIN OF 150mm OF SAND BEDDING AND COVER AS PER DETAIL.
40. MINIMUM OF 600mm COVER MUST BE PROVIDED ON ALL SERVICES.

No.	DATE	REVISIONS	BY
5	02/08/26	Addition Added	DF
4	12/19/25	Revised per Comments	DF
3	11/12/25	Issued for Development Permit	DF
2	10/09/25	Issued for Review	DF
1	08/19/25	Issued for Discussion	DF

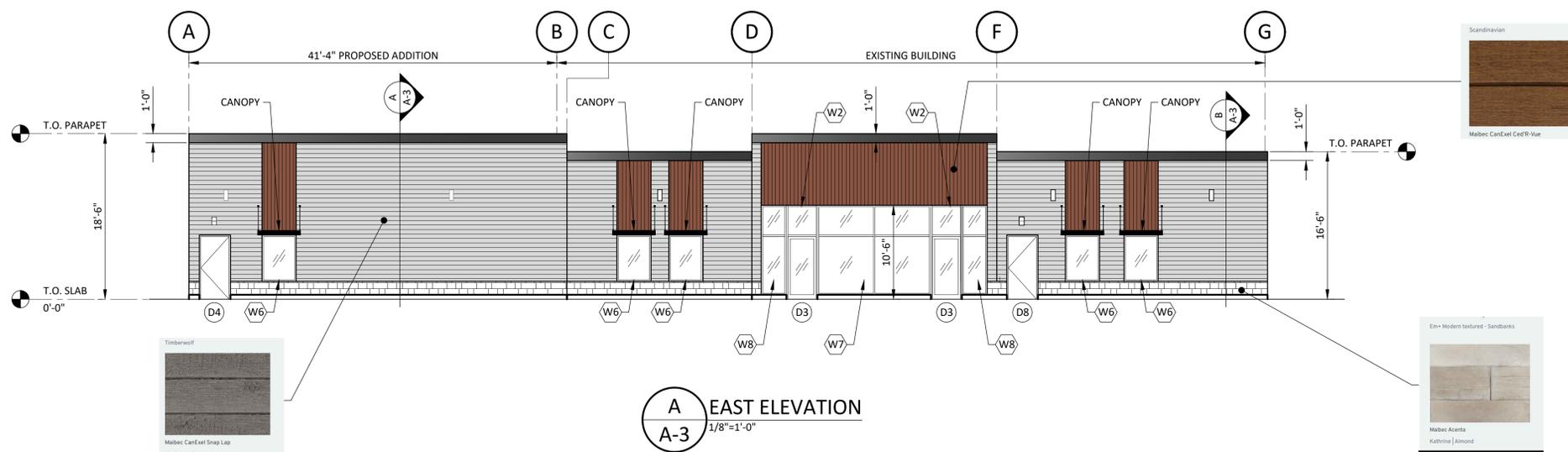
Project: **Commercial Building Addition**
580 King St. E., Gananoque

Client: **Otis Properties Limited**

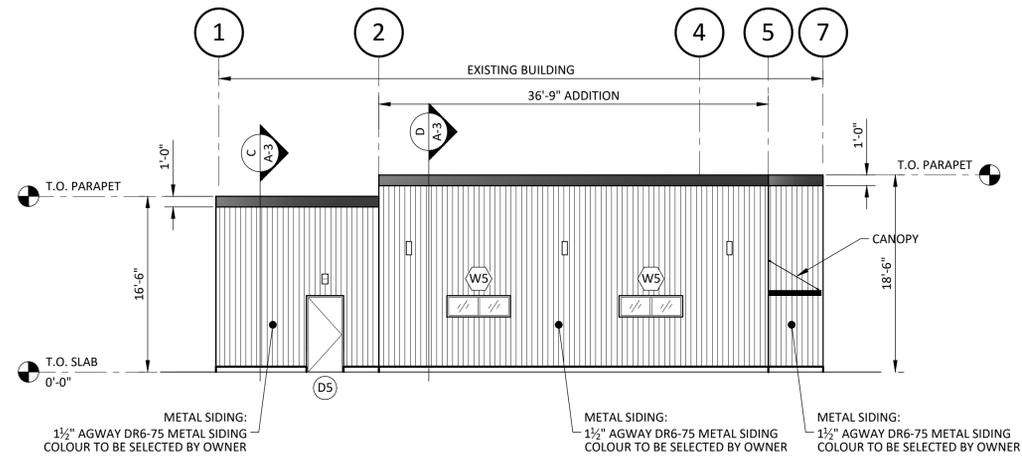
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Client Project No. XXXXXX Date: mm/dd/yyyy
 Designed By: X.X. Drawn By: X.X. Scale: As Shown
 Job No.:

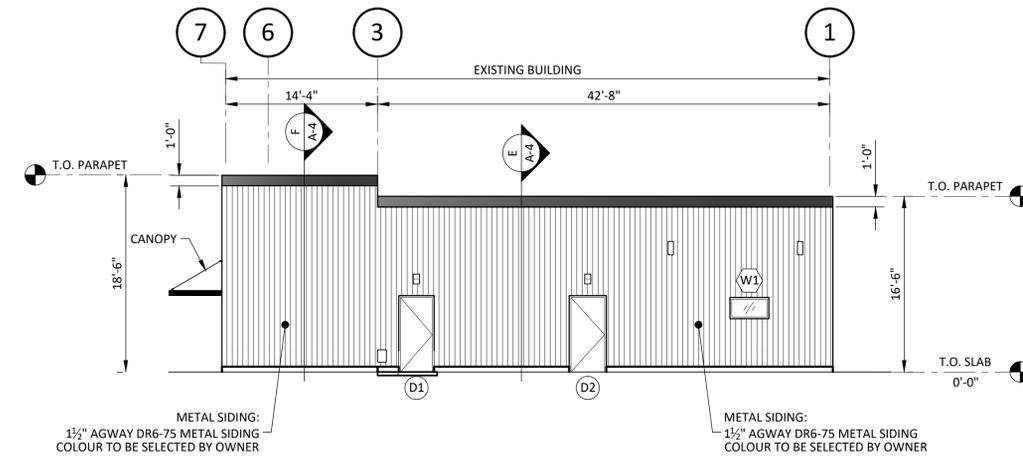
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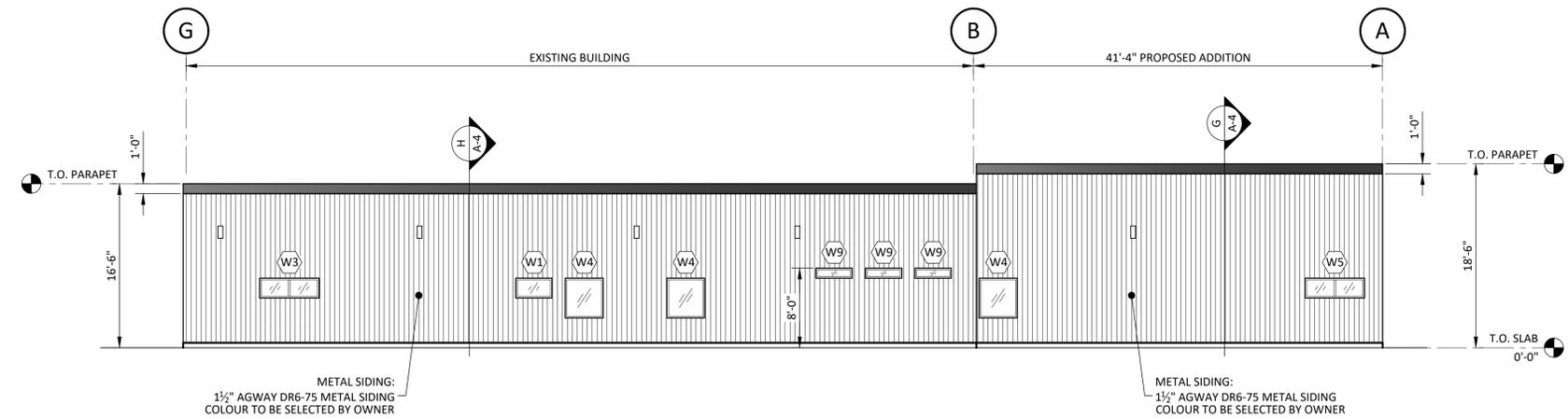
A EAST ELEVATION
A-3
1/8"=1'-0"



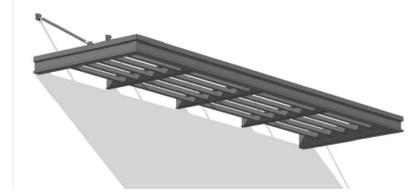
B SOUTH ELEVATION
A-3
1/8"=1'-0"



C NORTH ELEVATION
A-3
1/8"=1'-0"



D WEST ELEVATION
A-3
1/8"=1'-0"



E CANOPY RENDERING
A-3
N.T.S.

WALL SCHEDULE		WALL SCHEDULE	
MARK	DESCRIPTION	MARK	DESCRIPTION
EW1a	MAIBEC CanExel SNAP LAP SIDING (TIMBERWOLF) 2" VERTICAL Z-BARS @ 24" o.c. 2" RIGID INSULATION (R10) TYVEK AIR BARRIER 3/4" OSB 2x6 STUDS @ 16" o.c. R20 BATT INSULATION 6 MIL. POLY V.B. 1/2" GWB	EW2c	MAIBEC CanExel Ced'R-Vue (SCANDINAVIAN) 2" HORIZONTAL Z-BARS @ 24" o.c. 2" RIGID INSULATION (R10) EX. MASONRY WALL 3625125-33 STEEL STUDS @ 16" o.c. R13 BATT INSULATION 6 MIL. POLY V.B. 1/2" GWB
EW1b	MAIBEC Acenta VENEER BLUESKIN 3/4" PLYWOOD 2" HORIZONTAL Z-BARS @ 24" o.c. 2" RIGID INSULATION (R10) TYVEK AIR BARRIER 3/4" OSB 2x6 STUDS @ 16" o.c. R20 BATT INSULATION 6 MIL. POLY V.B. 1/2" GWB	EW3	(1 HOUR FRR PER SB-2) 1 1/2" AGWAY 6-150 METAL SIDING 26 ga OR EQUAL 2" HORIZONTAL Z-BARS @ 24" o.c. 2" MINERAL WOOL INSULATION EX. MASONRY WALL 3625125-33 STEEL STUDS @ 16" o.c. R13 BATT INSULATION 6 MIL. POLY V.B. 1/2" GWB
EW1c	MAIBEC CanExel Ced'R-Vue (SCANDINAVIAN) 2" HORIZONTAL Z-BARS @ 24" o.c. 2" RIGID INSULATION (R10) TYVEK AIR BARRIER 3/4" OSB 2x6 STUDS @ 16" o.c. R20 BATT INSULATION 6 MIL. POLY V.B. 1/2" GWB	EW4	(1 HOUR FRR PER SB-2) 1 1/2" AGWAY 6-150 METAL SIDING 26 ga OR EQUAL 2" HORIZONTAL Z-BARS @ 24" o.c. 2" MINERAL WOOL INSULATION TYVEK AIR BARRIER 3/4" OSB 2x6 WOOD STUDS @ 16" o.c. R13 BATT INSULATION 6 MIL. POLY V.B. 1/2" TYPE 'X' GWB
EW2a	MAIBEC CanExel SNAP LAP SIDING (TIMBERWOLF) 2" VERTICAL Z-BARS @ 24" o.c. 2" RIGID INSULATION (R10) EX. MASONRY WALL 3625125-33 STEEL STUDS @ 16" o.c. R13 BATT INSULATION 6 MIL. POLY V.B. 1/2" GWB	EW5a	MAIBEC CanExel SNAP LAP SIDING (TIMBERWOLF) 2" VERTICAL Z-BARS @ 24" o.c. 2" RIGID INSULATION (R10) EX. MASONRY WALL 3625125-33 STEEL STUDS @ 16" o.c. R13 BATT INSULATION 6 MIL. POLY V.B. 1/2" GWB
EW2b	MAIBEC Acenta VENEER BLUESKIN 3/4" PLYWOOD 2" HORIZONTAL Z-BARS @ 24" o.c. 2" RIGID INSULATION (R10) EX. MASONRY WALL 3625125-33 STEEL STUDS @ 16" o.c. R13 BATT INSULATION 6 MIL. POLY V.B. 1/2" GWB	EW5b	MAIBEC Acenta VENEER BLUESKIN 3/4" PLYWOOD 2" HORIZONTAL Z-BARS @ 24" o.c. 2" RIGID INSULATION (R10) EX. MASONRY WALL 3625125-33 STEEL STUDS @ 16" o.c. R13 BATT INSULATION 6 MIL. POLY V.B. 1/2" GWB
		EW6	1 1/2" AGWAY 6-150 METAL SIDING 26 ga OR EQUAL 2" HORIZONTAL Z-BARS @ 24" o.c. 2" MINERAL WOOL INSULATION TYVEK AIR BARRIER 3/4" DENSGLASS EXT. SHEATHING 6005162-43 @ 16" o.c. R20 MINERAL WOOL INSULATION 6 MIL. POLY V.B. 1/2" TYPE 'X' GWB

No.	Date	Revisions	By
14	01/30/26	Issued For Building Permit	JL
13	01/28/26	Reflective Ceiling Plan Added	JL
12	01/26/26	Door D6 Removed	JL
11	01/23/26	Issued For 90% Review	JL
10	01/15/26	General Revisions	JL
9	01/09/26	Revised Second Addition Added	JL
8	12/23/25	Revised As Per Site Measurements	JL
7	11/04/25	Issued For Meeting	JL
6	10/10/25	Revised As Per Site Measurements	JL
5	10/01/25	Revised Canopies & Windows	JL
4	09/18/25	Revised Addition Size	JL
3	05/15/25	Issued For Client Review	JL
2	04/17/25	Issued For Client Review	JL
1	04/01/25	Issued For Client Meeting	JL

Project: **Vet Clinic**
580 King Street East
Gananoque, ON

Client: **Otis Group**

Drawing Title: **Elevations**

Client Project No.	Date
Jan. 2026	
Designed By: J.L.	Drawn By: K.A.
Checked By:	Scale: As Shown

Sheet No.: **A-3**

**CORPORATION OF THE TOWN OF GANANOQUE
BY-LAW NO. 2026-002**

**BEING A BY-LAW TO ADOPT THE 2026 WATER AND WASTEWATER
OPERATING AND CAPITAL BUDGET AND ESTABLISH FEES AND RATES
FOR WATER AND WASTEWATER SERVICES PROVIDED BY THE
MUNICIPALITY**

WHEREAS pursuant to Section 391(1) of the *Municipal Act*, 2001, a municipality may impose fees and charges on any class of persons for services or activities provided or done by or on behalf of it;

AND WHEREAS Section 398 of the *Municipal Act*, 2001 allows the municipality to add unpaid fees and charges to the collector's roll for the property and collect in the same manner as taxes;

AND WHEREAS pursuant to Bill 175, the *Sustainable Water and Sewage Systems Act*, 2002, each municipality must provide full cost recovery financial plans to pay the full cost of providing water services or wastewater services to the Minister for approval;

AND WHEREAS the Council of the Town of Gananoque received Report Council-FIN-2026-05 and concurs with the staff recommendation to adopt the 2026 Water and Wastewater Operating and Capital Budgets, and establish fees and rates for Water and Wastewater Services provided by the municipality;

NOW THEREFORE the Council of the Corporation of the Town of Gananoque enacts as follows:

1. AUTHORIZATION:

1.1. That the quarterly billing Water and Wastewater Rates attached hereto and forming part of this By-law, marked as Schedule 'A', are hereby established.

1.2 That Other Charges and Fees shall be established as:

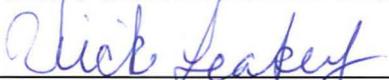
Occupancy Charge for Each New Account	\$50.00
Collection Charge for Each Transfer to Taxes	\$50.00
Late payment charges	1.25% per month
Turning water off/on for summer services	\$150/meter
Turning water off/on for non-payment	\$150
Cost of Plumber or Other Contractor	130%
Registered Mail Fees for Collection Notices	100%

Services connected to the municipal water system but not connected to the municipal sewer system, commonly referred to as 'Water Only Accounts', shall be charged the Water Capital Fee plus the Water Rate per Cubic Meter charge times the water consumption.

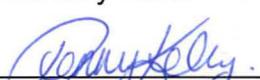
2. EFFECTIVE DATE:

2.1. This By-law shall come into full force and effect on January 1, 2026.

Read a first and second time this 18th day of February 2026



Vicki Leakey, Deputy Mayor



Penny Kelly, Clerk
(Seal)

Read a third time and finally passed this 4th day of March 2026

John S. Beddows, Mayor

Penny Kelly, Clerk
(Seal)

**Town of Gananoque
2026 Water and Wastewater Rates**

Schedule 'A'

Water Rates

2026

Fixed Capital Charge by Meter Size	Annual	Quarterly
5/8 inch	\$489.64	\$122.41
3/4 inch	\$734.48	\$183.62
1- inch	\$1,224.12	\$306.03
1 ½ inch	\$2,448.20	\$612.05
2 inch	\$3,917.12	\$979.28
3 inch	\$4,406.76	\$1,101.69
4 inch	\$12,241.00	\$3,060.25
rural 5/8 inch	\$1,224.08	\$306.02
additional unmetered units 5/8 or 3/4 inch services	\$489.64	\$122.41
Outside area consumer charges	\$1,224.08	\$306.02

Water Consumption per Cubic Metre \$2.40

Wastewater Rates

2026

Fixed Capital Charge by Meter Size	Annual	Quarterly
5/8 inch	\$710.92	\$177.73
3/4 inch	\$1,066.36	\$266.59
1- inch	\$1,777.32	\$444.33
1 ½ inch	\$3,554.60	\$888.65
2 inch	\$5,687.36	\$1,421.84
3 inch	\$6,398.28	\$1,599.57
4 inch	\$17,773.00	\$4,443.25
rural 5/8 inch	\$1,777.32	\$444.33
additional unmetered units 5/8 or 3/4 inch services	\$710.92	\$177.73
Outside area consumer charges	\$1,777.32	\$444.33

Wastewater Consumption per Cubic Metre \$2.55

Sprinkler Charges – Fixed Quarterly Charge	Quarterly
2" Unmetered Sprinkler	\$97.46
4" Unmetered Sprinkler	\$232.86
6" Unmetered Sprinkler	\$373.64
8" Unmetered Sprinkler	\$508.99
Rural Hydrant Charge	\$861.49

Hydrant Charge

Annual

Annual User Fee to the Fire Department \$40,470

Council Report – CAO-2026-03

Date: March 4, 2026 **IN CAMERA**
Subject: 2024 and 2025 Grant Applications Submitted by The Town of Gananoque
Author: Melanie Kirkby, CAO **OPEN COUNCIL**

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVES FOR INFORMATION THE 2024 AND 2025 GRANT APPLICATIONS SUBMITTED BY THE TOWN OF GANANOQUE REPORT, AS PRESENTED IN COUNCIL REPORT CAO -2026-03.

STRATEGIC PLAN COMMENTS:

Sector 1 – Economic Prosperity – Strategic Initiative #1 – Ensure that Gananoque is and remains an affordable place to do business and raise a family.

BACKGROUND:

During the December Budget Deliberations meeting, Council requested that staff bring a report detailing the Grants that have been applied for to offset infrastructure costs.

INFORMATION/DISCUSSION:

Staff have reviewed the grant application folder and compiled a summary of the Grants, the corresponding projects, the amounts requested and the funding result of the various applications.

Staff continue to apply for any and all Grants which are applicable to Gananoque. This can be time consuming and, in some cases, have a cost for engineering consultants to complete the technical schedules of the applications.

APPLICABLE POLICY/LEGISLATION:

N/A

FINANCIAL CONSIDERATIONS:

As described.

CONSULTATIONS:

Senior Management Team

ATTACHMENTS:

Summary of Grant Applications Submitted in years 2024 & 2025 as of February 23, 2026

APPROVAL	<hr/> <p>Melanie Kirkby, CAO</p> <p>Certifies that unless otherwise provided for in this report the funds are contained within the approved Budgets and that the financial transactions follow Council's own policies and guidelines and the <i>Municipal Act</i> and regulations.</p>
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Project Description	Amount Requested	Council Motion	Status	Amount Granted	Town Funding Share	Anticipated Project Completion
Annual allocation 2024	\$ 338,484.00		annual allocation	\$ 338,484.00		
annual allocation 2024 must be in AMP			annual allocation	\$ 723,296.00		
Tourism Information & Le FestivLES Event Coordinator (06-08 / 2026)	\$ 2,862.32		approved	\$ 2,862.32		31/08/2026
TOURISM Information officer	1 x 3816		approved	\$ 3,816.00		31/08/2024
Addressing Gananoque & TLTI Business Gap	\$ 35,000.00		denied			30/09/2025
Housing Accelerator Fund Round 1	\$ 5,771,983.05		denied		\$ 2,473,707.45	31/01/2025
Force Main and East End Pumping Station upgrade			approved	\$ 5,798,234.05	\$ 2,484,957.45	Aug-26
Bunker Gear Dryer	\$ 11,850.00		partial approval	\$ 8,230.45	\$ 3,619.55	02/28/2025
Housing Accelerator Fund Round 2	\$ 2,237,620.00		denied			31/01/2026
Tourism and Information Translator	50 % role funding		approved	\$ 3,113.10	\$ 3,113.10	Jan 13 2025
Les FestivLES Event	\$ 17,500.00		contact VC			
Lou Jefferies Lift Upgrade	\$ 313,500.00	Motion # 24-152	denied			31/8/2025
Utilities Summer Student x2	\$ 10,560.00		denied		remainder of wages	
tourism information officer x4	\$ 9,632.00				remainder of wages	
Rejuvenation of The Lou Jeffries Recreation Centre			denied			
Marina Student Attendant	\$ 2,317.00		approved	\$ 2,317.00	remainder of wages	
				\$ 6,880,352.92		

Project Description	Amount Requested	Council Motion	Status	Amount Granted	Town Funding Share	Anticipated Project Completion
annual allocation 2025 must be in AMP			annual allocation	\$ 352,588.00		
annual allocation 2025 must be in AMP			annual allocation	\$ 614,887.00		
Senior Swim and Senior Skate Programs	\$25,000		APPROVED	\$ 25,000.00	\$ -	01/12/2025
Tourism and Information Translator	50 % role funding		APPROVED	\$ 6,304.88	\$ 6,304.88	08/29/2025
Rail to Trail Bridge Rehabilitation	\$ 900,000.00		denied			
Twinning wastewater force main from EEPS to Lagoon	\$ 6,455,937.50		denied			
Tourism Information Officer	\$ 3,741.00		APPROVED	\$ 3,741.00		26/08/2025
Gananoque Lagoon Structural and Treatment Improvemen	\$ 6,455,937.50		APPROVED	\$ 6,455,937.50	\$ 2,387,812.50	
2026 Canada Day	23000 / 30000		in review			01/07/2026
Gananoque Pothole Maintenance Cost	Provincial Allocation		APPROVED	\$ 38,000.00		31/12/2026
Gananoque FIFA Fan Fest	5000 / 6300		in review			01/07/2026
Tourism Information Officer	\$ 3,828.00		In Review			07/9/2026
Utilities Summer Student x2	\$ 10,560.00		In Review			01/09/2026
Tourism Officer	\$2,464		In Review			01/09/2026
Marina Student Attendant	\$2,317		In Review			01/09/2026
Arena Lift Replacement						
5 Sets of bunker gear	\$ 18,175.00		APPROVED	\$ 18,175.00		5/1/2026
Wildland/Fire Protection Equipment	\$ 46,663.28		In Review			
Ice/Water Rescue Gear & Equipment	\$ 11,587.39		Approved	\$ 11,587.39		18/07/2025
				\$ 7,526,220.77		

Council Report – CAO-2026-04

Date: March 4, 2026 **IN CAMERA**
Subject: 2022 – 2025 Legal Costs by Category
Author: Melanie Kirkby, CAO **OPEN COUNCIL**

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVES FOR INFORMATION THE 2022 – 2025 LEGAL COSTS BY CATEGORY REPORT, AS PRESENTED IN COUNCIL REPORT CAO-2026-04.

STRATEGIC PLAN COMMENTS:

Sector 1 – Economic Prosperity – Strategic Initiative #1 – Ensure that Gananoque is and remains an affordable place to do business and raise a family.

BACKGROUND:

At the October 21st, 2025, Council meeting, Council passed Motion #25-148, directing staff to bring a report detailing the legal costs of the Town by category, for years 2021 to 2025 inclusive. At the November 4th, 2025 Council meeting, Council received the report and requested that it be presented quarterly.

INFORMATION/DISCUSSION:

Staff have reviewed and categorized all legal service invoices for years 2022 – 2025 as of February 23, 2026.

Attached is a summary by category of these costs by category. The Corporate Services is a mix of items, such as lease renewal reviews, agreement reviews, etc.

APPLICABLE POLICY/LEGISLATION:

N/A

FINANCIAL CONSIDERATIONS:

As described.

CONSULTATIONS:

None

ATTACHMENTS:

Legal Services Costs for years 2022 – 2025 as of February 23, 2026

APPROVAL	<hr/> <p>Melanie Kirkby, CAO</p> <p>Certifies that unless otherwise provided for in this report the funds are contained within the approved Budgets and that the financial transactions follow Council's own policies and guidelines and the <i>Municipal Act</i> and regulations.</p>
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Summary of Annual Legal Costs

Category / Matter	2022	2023	2024	2025	Subtotal By Category
Council Training		\$ 2,544.00	\$ 4,527.71	\$ 10,153.00	\$ 17,224.71
Legal Opions for Council				\$ 15,772.03	\$ 15,772.03
Integrity Commisioner	\$ 12,100.61	\$ 3,714.24	\$ 3,001.92	\$ 23,532.23	\$ 42,349.00
Judicial Review Application				\$ 102,432.14	\$ 102,432.14
HR Issues	\$ 2,202.54	\$ 12,985.09	\$ 6,726.56	\$ 15,543.31	\$ 37,457.50
Corp Services	\$ 2,274.88	\$ 7,206.36	\$ 4,156.76	\$ 2,857.32	\$ 16,495.32
Insurance Claims	\$ 2,583.18	\$ 5,037.78			\$ 7,620.96
Sale / Purchase of Property	\$ 9,825.22	\$ 3,540.61	\$ 4,290.39		\$ 17,656.22
400 Stone Title					\$ -
Casino Appeal	\$ 2,594.88				\$ 2,594.88
Police		\$ 3,553.06	\$ 2,996.21	\$ 6,355.68	\$ 12,904.95
Bylaw Enforcement					\$ -
Animal Control		\$ 2,583.18	\$ 1,553.37		\$ 4,136.55
Utility Bill Disputes		\$ 559.68		\$ 5,668.22	\$ 6,227.90
GBM			\$ 7,093.14		\$ 7,093.14
Condo Developments	\$ 36,486.52	\$ 10,251.31	\$ 17,724.57	\$ 22,144.33	\$ 86,606.73
Heritage Registry	\$ 899.66	\$ 2,557.52			\$ 3,457.18
LPAT (Land Tribunal)					\$ -
Planning Issues	\$ 5,540.69	\$ 559.68	\$ 279.84		\$ 6,380.21
Subtotal by Year	\$ 74,508.18	\$ 55,092.51	\$ 52,350.47	\$ 204,458.26	\$ 386,409.42

Report Council – UTIL-2026-01

Date: March 4, 2026 **IN CAMERA**

Subject: Health and Safety Water Stream (HSWS) Funding – Transfer Payment Agreement (TPA) Lagoon Remediation and Repair Project

Author: David Armstrong, Manager of Public Works **OPEN SESSION**

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2026-020, BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN ONTARIO TRANSFER PAYMENT AGREEMENT (TPA), THROUGH THE MUNICIPAL HOUSING INFRASTRUCTURE PROGRAM – HEALTH AND SAFETY WATER STREAM (HSWS) WITH HIS MAJESTY THE KING IN RIGHT OF ONTARIO, AS REPRESENTED BY THE SOLICITOR GENERAL REGARDING A FUNDING GRANT IN THE AMOUNT OF \$6,455,937.00, FOR THE LAGOON REMEDIATION AND REPAIR PROJECT, AS PRESENTED IN REPORT COUNCIL UTIL-2026-01.

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. Action E) Have staff seek out and apply for all grant opportunities.

BACKGROUND:

The Ontario government announced in April 2025 that it would be investing funds for municipalities to increase capacity in water and wastewater infrastructure through the Health and Safety Water Stream through the Ministry of Infrastructure.

The application based grant was contingent on meeting Provincial goals, such as having filed the 2024 FIR. The application was due June 26, 2025.

Staff successfully submitted the grant application and met the requirements of the allocation. An award letter was sent to the Mayor and Staff in November 2025 with a confidentiality clause. A Formal public announced was made in Gananoque on February 11, 2026 by MPP Steve Clark.

The Town of Gananoque application was approved in the amount of \$6,455,937.00, which must be spent by March 31, 2029.

INFORMATION/DISCUSSION

The grant is to cover the cost of the remediation and repair works at the Lagoon and must spent completed by March 31, 2029, with a project start date of March 31, 2026.

APPLICABLE POLICY/LEGISLATION:

Procurement By-law No. 2025-089

FINANCIAL CONSIDERATIONS/GRANT OPPORTUNITIES:

The grant is in the amount of \$6,455,937.00 and the Town’s required matching share of 27% is \$2,387,813.00

CONSULTATIONS:

None

ATTACHMENTS:

Draft By-law No. 2026-020 and Transfer Payment Agreement

APPROVAL	<p>_____</p> <p>David Armstrong, Manager of Public Works</p> <p>_____</p> <p>John Morrison, 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 <i>Municipal Act</i> and regulations.</p> <p>_____</p> <p>Melanie Kirkby, CAO</p>
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THE CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2026-020

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN ONTARIO TRANSFER PAYMENT AGREEMENT (TPA), THROUGH THE MUNICIPAL HOUSING INFRASTRUCTURE PROGRAM – HEALTH AND SAFETY WATER STREAM (HSWS) WITH HIS MAJESTY THE KING IN RIGHT OF ONTARIO, AS REPRESENTED BY THE SOLICITOR GENERAL REGARDING A FUNDING GRANT FOR THE LAGOON REMEDIATION AND REPAIR PROJECT

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

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

AND WHEREAS the Council of the Town of Gananoque received Report Council UTIL-2026-01, and concurred with the recommendation to authorize the Mayor and Clerk to sign an Ontario Transfer Payment Agreement (TPA), through the Municipal Housing Infrastructure Program – Health and Safety Water Stream (HSWS) with His Majesty the King in Right of Ontario, as represented by the Solicitor General, regarding funding in the amount of \$6,455,937.00, for the Lagoon Remediation and Repair Project;

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

NOW THEREFORE the Council of the Corporation of the Town of Gananoque enacts as follows:

1. **AUTHORIZATION:**
 - 1.1 That the Mayor and Clerk are hereby authorized to sign an Ontario Transfer Payment Agreement (TPA), through the Municipal Housing Infrastructure Program – Health and Safety Water Stream (HSWS) with His Majesty the King in Right of Ontario, as represented by the Solicitor General, regarding funding in the amount of \$6,455,937.00, for the Lagoon Remediation and Repair Project.
2. **SCHEDULE:**
 - 2.1 Attached to and forming part of this By-law is the Agreement, marked as Schedule 'A'.
3. **EFFECTIVE DATE:**
 - 3.1 This By-law shall come into full force and effect on the date it is passed by Council.

Read a first, second and third time and finally passed this 4th day of March 2026.

John S. Beddows, Mayor

Penny Kelly, Clerk

(Seal)

**ONTARIO TRANSFER PAYMENT AGREEMENT
MUNICIPAL HOUSING INFRASTRUCTURE PROGRAM – HEALTH AND SAFETY
WATER STREAM**

THE AGREEMENT is effective as of the _____ day of _____, 20__.

BETWEEN:

**His Majesty the King in right of Ontario
as represented by the Minister of Infrastructure

(the “Province”)**

- and -

**CORPORATION OF THE TOWN OF GANANOQUE

(the “Recipient”)**

BACKGROUND

The Municipal Housing Infrastructure Program (MHIP) – Health and Safety Water Stream (HSWS) is an application-based program.

MHIP-HSWS will provide funding for projects that assist municipalities and First Nations in building, rehabilitating, and expanding aging infrastructure related to water, wastewater, stormwater, flood, and erosion. These efforts aim to address critical health and safety concerns, maintain the existing housing supply, and enhance community resilience and adaptation.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the 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 Schedules to the Agreement. The following schedules form part of the Agreement:

Schedule "A" -	General Terms and Conditions
Schedule "B" -	Project Specific Information and Additional Provisions
Schedule "C" -	Project Description and Financial Information
Schedule "D" -	Eligible and Ineligible Costs
Schedule "E" -	Milestone Payment Plan
Schedule "F" -	Reporting Requirements
Schedule "G" -	Communications Protocol
Schedule "H" -	Indigenous Consultation Protocol

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

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 COUNTERPARTS AND ELECTRONIC SIGNATURES

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

3.2 Electronic Signatures. This Agreement may be executed electronically. The electronic signature of a Party may be evidenced by one of the following means and transmission of this Agreement may be as follows:

- (a) a manual signature of an authorized signing officer placed in the respective signature line of this Agreement and this Agreement scanned as a pdf file and delivered by email to the other Party;

- (b) a digital signature placed in the respective signature line of this Agreement, including:
 - (i) the name of the authorized signing officer typed in the respective signature line of this Agreement,
 - (ii) an image of a manual signature inserted in the respective signature line of this Agreement,
 - (iii) an Adobe signature of an authorized signing officer, or
 - (iv) any other digital signature of an authorized signing officer with the other Party's prior written consent, and this Agreement delivered by email to the other Party; or
- (c) any other means with the other Party's prior written consent.

4.0 AMENDING THE AGREEMENT

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

5.0 ACKNOWLEDGEMENT

- 5.1 Acknowledgement.** 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) His Majesty the King 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;
- (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; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

SIGNATURE PAGE FOLLOWS

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

**HIS MAJESTY THE KING IN RIGHT OF
ONTARIO**, as represented by the Minister of
Infrastructure

Date:

The Honourable Todd McCarthy
Minister of Infrastructure

**CORPORATION OF THE TOWN OF
GANANOQUE**

Date:

Name:

Title:

I have authority to bind the Recipient.

Date:

Name:

Title:

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

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

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

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

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

"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; National Day for Truth and Reconciliation; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Construction Contract Award Deadline" means the construction contract award deadline set out in Schedule "F".

"Construction Contract Award Documentation" refers to a report from council including a resolution or by-law recognizing the awarding of the Project construction contracts following tender.

“Contract” means an agreement between the Recipient and a third-party
“Contract” means an agreement between the Recipient and a third-party whereby the third-party provides a good, service or both for the Project in return for financial consideration that the Recipient wants to pay using the Funds under this Agreement.

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

“Eligible Costs” means the costs in respect of the Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “D”.

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

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

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

“Indigenous Community”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“Indigenous Consultation Record” means a document that summarizes the Recipient’s consultation and engagement activities, including a list of Indigenous Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;

“Ineligible Costs” means the costs in respect of the Project that are ineligible for contribution by the Province under the terms and conditions of the Agreement, and that are described in Schedule “D”.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum 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 pursuant to section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in section C1.0 of Schedule “C”.

“Project Data” means, but is not limited to, information pertaining to physical infrastructure location (geospatial data), condition and state of repair of assets, and asset capacity (both actual and maximum infrastructure utilization metrics), and/or any relevant analytics. Data formats may include, but are not limited to, datasets, metadata, system architecture documentation, performance metrics, and other information that the Province considers necessary to assess project outcomes and support policy development.

“Project Start Deadline” means the project start deadline set out in Schedule “B”.

“Project Completion Deadline” means the project completion deadline set out in Schedule “B”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

“Requirements Of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities.

“Total Eligible Cost” means the amount set out in Schedule C2.1.

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 capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law/Band Council Resolution authorizing the Recipient to enter into the Agreement if required.

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

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

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

A2.5 Adverse Fact or Event. The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

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 A12.0 or Article A13.0.

A3.2 Project Deadlines. The Recipient will:

- (a) commence the Project by the Project Start Deadline;
- (b) award the majority of Project construction contracts by the Construction Contract Award Deadline as set out in Schedule F; and
- (c) complete the Project by the Project Completion Deadline.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates 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 required pursuant to section A11.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;

- (c) the Province is not obligated to provide instalments of Funds until;
 - (i) where the Project is subject to the *Environmental Assessment Act* (Ontario), the Recipient has provided the Province with all applicable notices of completion issued in accordance with that Act for the Project and 60 days have passed since the final notice of completion was issued;
- (d) the Province may adjust the amount of Funds it provides to the Recipient in connection with any Payment Milestone set out in Schedule “E” based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

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) spend the Funds only in accordance with the Eligible Costs;
- (d) not use the Funds to cover any cost that has been 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.

A4.4.1 Use of Interest. Unless otherwise directed by the Province by Notice, if the Recipient earns any interest on the Funds, the Recipient must use any interest earned on Eligible Costs.

A4.5 Interest. Upon Notice to the Recipient by the Province, if the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount up to the interest earned from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount up to the interest earned.

A4.6 Recipient's Acknowledgement of Responsibility for Project. The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Costs, cost escalations and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and
- (d) the engineering work being undertaken in accordance with industry standards.

A4.7 Rebates, Credits, and Refunds. The Province 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.

A4.8 Increase in Project Costs. If, at any time during the Term, the Recipient determines that it will not be possible to complete the Project due to cost escalations or cost overruns (a "**Shortfall**"), the Recipient will immediately notify the Province of that determination. The Province may exercise one or more of the remedies available to it pursuant to section A13.2.

A4.9 Retention of Contribution. The Province will retain 15% of the Maximum Funds in respect of the Project ("**Holdback**") up until the following conditions have been met:

- (a) the Recipient has fulfilled all of its obligations under the Agreement for the Project; and
- (b) the Province has carried out the reconciliation, as set out in section A4.10 (Final Reconciliation and Adjustments), and has made any adjustments required in the circumstances.

A4.10 Final Reconciliation and Adjustments. Without limiting the rights of the Province under this Agreement or otherwise, following receipt and satisfactory review of the Final Report and supporting material by the Province, the Province will carry out a final reconciliation of payment in respect of the Project and make any adjustments required in the circumstances.

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 is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts or any other discounts available to the Recipient; and
- (b) Comply with any Requirements Of Law that may be applicable to how the Recipient acquires goods, services or both.

A5.2 Contracts. The Recipient will ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Require that any parties to those Contracts comply with all Requirements Of Law; and
- (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province sees fit in connection with Article A7.0 of this Schedule "A".

A5.3 Disposal of Assets. The Recipient will not, without the Province's prior consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 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 by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the

Project, the use of the Funds, or both.

A6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, "Province" includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address set out in Schedule "B":
 - (i) all Reports in accordance with the timelines and content requirements set out in Schedule "F";
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles applicable in Canada; and

- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 No Control of Records. No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 Auditor General. The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Communications Protocol. The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule “G” (Communications Protocol).

A9.0 INDIGENOUS CONSULTATION

A9.1 Indigenous Consultation Protocol. The Parties agree to be bound by the terms and conditions of the Indigenous Consultation Protocol provided for in Schedule “H” (Indigenous Consultation Protocol).

A9.2 Legal Duty to Consult. In the event that the Province determines that a legal duty to consult and, where appropriate, accommodate Indigenous Communities (the “**Duty to Consult**”) arises in respect of the Province’s proposed funding of the Project:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project until the Province provides confirmation in writing to the Recipient otherwise;
- (b) the Province may, in writing, require the Recipient to suspend further site preparation, removal of vegetation or construction pending completion of the required consultation;
- (c) despite section A.4.1, if the Province has not provided confirmation in writing to the Recipient that site preparation, removal of vegetation or construction may begin or resume, the Province has no obligation to pay any Eligible Costs that are capital costs incurred during that period, as determined by the Province; and,
- (d) the Province must be satisfied that:
 - (i) Indigenous Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided an Indigenous Consultation Record;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information that the Province deems appropriate has been provided to the Province.

A10.0 INDEMNITY

A10.1 Indemnify. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A11.0 INSURANCE

A11.1 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 set out in Schedule "B" per occurrence, which commercial general liability 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) at least 30 days' written notice of cancellation.

A11.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage required by section A11.1; or
 - (ii) other proof that confirms the insurance coverage required by section A11.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A12.0 TERMINATION ON NOTICE

A12.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A12.2 Consequences of Termination on Notice by the Province. 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 do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A12.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

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 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 A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control 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;
- (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;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A13.3 Opportunity to Remedy. If, pursuant to 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 provides 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,
- (d) 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), (i) and (j).

A13.5 When Termination Effective. Termination under Article A13.0 will take effect as provided for in the Notice.

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 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 to the Province an amount equal to the excess Funds.

A15.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an

amount equal to any Funds or any other amounts owing under the Agreement; or

- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 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 at the address set out in Schedule “B”.

A15.5 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, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery or courier and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

A16.2 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; and
- (b) in the case of email, personal delivery or courier, on the date on which the Notice is delivered.

A16.3 Postal Disruption. Despite section A16.2(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 courier.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 Consent. When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 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.

A19.0 WAIVER

A19.1 Condonation not a waiver. Failure or delay by either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 Waiver. Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 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.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 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.

A23.0 FURTHER ASSURANCES

A23.1 Agreement into Effect. The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) 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.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 Joint and Several Liability. Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 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.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His 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.

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, 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 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.7, A4.9, A4.10, section A5.3, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A10.0, section A12.2, section A13.1, sections A13.2(d), (e), (f), (g), (h), (i) and (j), Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

END OF GENERAL TERMS AND CONDITIONS

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$6,455,937.00
Expiry Date	March 31, 2030
Project Start Deadline	June 30, 2026
Project Completion Deadline	March 31, 2029
Amount for the purposes of section A5.3 (Disposal of Assets) of Schedule "A"	\$50,000
Insurance	\$2,000,000
Contact information for the purposes of Notice to the Province	<p>Position: Manager, Infrastructure Renewal Programs Unit</p> <p>Address: Ministry of Infrastructure Infrastructure Program Delivery Branch 777 Bay St Toronto, ON M5G 2E5</p> <p>Email: HSWS@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position: Chief Administrative Officer</p> <p>Address: 30 King Street East, Town of Gananoque, Ontario K7G1E9</p> <p>Email: mkirkby@gananoque.ca</p>

Additional Provisions:

None

SCHEDULE "C"
PROJECT DESCRIPTION AND FINANCIAL INFORMATION

C1.0 PROJECT DESCRIPTION

The Recipient will perform repairs and upgrades to the wastewater lagoon treatment system in the Town of Gananoque. The scope of the project includes sludge removal from cell 1, liner repairs/installation and lagoon berm repairs, and upgrades including floating/anchored baffling, a new power supply for the existing non-powered site, new aeration or mechanical treatment, piping and level control improvements.

The outcomes of this water infrastructure project will improve health and safety and promote the preservation of the current housing supply within the community.

C2.0 FINANCIAL INFORMATION

C2.1 Total Eligible Costs. The total Eligible Costs means \$8,843,750.00.

C2.2 Province's Reimbursement Rate. Without limiting the generality of the Province's rights and remedies under this Agreement, the Province will reimburse the Recipient for up to a maximum 73% of Total Eligible Costs, or up to the Maximum Funds.

C2.3 Combining Funding from Other Government Sources (Stacking). The Recipients are permitted to stack other municipal, First Nation, or federal funds to fund the 27% minimum recipient contribution. Applicants are responsible for determining if federal funding can be used towards the project being submitted to the Province. Provincial stacking will not be permitted, with the exception of funding received from the Building Faster Fund (BFF) and the Ontario Community Infrastructure Fund (OCIF).

**SCHEDULE “D”
ELIGIBLE AND INELIGIBLE COSTS**

D1.0 ELIGIBLE COSTS

D1.1 Eligible Costs are those direct costs that are, in the Province’s sole and absolute discretion, properly and reasonably incurred and paid by the Recipient, are necessary for the successful completion of the Project, and are paid to an arm’s length third party, as evidenced by invoices, receipts or other records that are satisfactory to the Province. Eligible Costs do not include Ineligible Costs. Eligible Costs include the following costs incurred and paid after April 1, 2024:

- (a) Costs associated with the planning, environmental assessments, design and engineering, project management, materials and construction of the Project;
- (b) Costs associated with Indigenous consultation related to the Project; and
- (c) Costs associated with any compliance audit undertaken in accordance with Article F3.0.

D2.0 INELIGIBLE COSTS

D2.1 Unless a cost is considered an Eligible Cost pursuant to section D1.1, such cost will be an Ineligible Cost. Without limiting the discretion of the Province in section D1.1, the following costs are Ineligible Costs and are therefore ineligible to be paid from the Funds:

- (a) All capital costs, including site preparation, removal of vegetation and construction costs, prior to confirmation in writing from the Province to the Recipient that site preparation, removal of vegetation or construction may begin or resume, as described in section A9.2;
- (b) Financing and financing charges, debt restructuring, loan interest payments bank fees, and legal fees including those related to easements;
- (c) Costs associated with operating expenses for assets and regularly scheduled maintenance work;
- (d) Costs of relocating entire communities;
- (e) Planning costs, if not tied to a capital project (i.e., planning-only project submitted);

- (f) Land acquisition; leasing land, buildings and other facilities; real estate fees and related costs;
- (g) Leasing equipment other than equipment directly related to the construction of the Project;
- (h) Costs related to furnishing and non-fixed assets which are not essential for the operation of the asset/Project;
- (i) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, any direct or indirect operating or administrative costs of the Recipient, and more specifically any costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the Recipient's staff;
- (j) Any goods and services costs which are received through donations or in kind;
- (k) Provincial sales tax, goods and services tax, or harmonized sales tax; and
- (l) Any costs eligible for rebates.

**SCHEDULE “E”
MILESTONE PAYMENT PLAN**

E1.0 MILESTONE PAYMENTS

E1.1. The table below sets out the Project milestones and, if the conditions for achieving the milestone are met, the amount that the Recipient is entitled to be paid in connection with the completion of that milestone, subject to the Recipient’s compliance with the terms of the Agreement, calculated as a percentage of the Maximum Funds.

PAYMENT MILESTONE	PAYMENT AMOUNT	REQUIRED REPORTS (see Schedule “F” for more detail)
Milestone 1: Execution of the Agreement.	Up to 25% of the Maximum Funds	<p>The following documentation is required to be provided to the Province by the Recipient prior to execution of the Agreement:</p> <ul style="list-style-type: none"> • Municipal by-law/Band Council resolution as described in section A2.2(b), • Initial Project Report as described in Schedule “F”, • Notice of completion for Environmental Assessment (if applicable), and • Any other reporting requested by the Ministry.
Milestone 2: Subject to the terms and conditions of this Agreement, the receipt, to the satisfaction of the Province, of the Construction Contract Award Documentation and Project Progress Report described in Schedule “F”.	<p>Up to 25% of the Maximum Funds.</p> <p>The payment amount is subject to the adjustments set out in section A4.2(c).</p>	<ul style="list-style-type: none"> • Construction Contract Award Documentation, • Council award by-law or delegation of authority for construction contract award(s), • Record of expenditures,

<p>Deadline to award the majority of tenders is March 31, 2027, and the deadline to submit Milestone 2 documentation is June 24, 2027.</p>		<ul style="list-style-type: none"> • Proof of project signage, • Project Progress Report, including a revised expenditure forecast, and • Any other reporting requested by the Ministry.
<p>Milestone 3: Subject to the terms and conditions of this Agreement, the receipt, to the satisfaction of the Province, of the 85% Expenditure Documentation and Project Progress Report described in Schedule “F”.</p>	<p>Up to 35% of the Maximum Funds.</p> <p>The payment amount is subject to the adjustments set out in section A4.2(c).</p>	<ul style="list-style-type: none"> • 85% Expenditure Documentation confirming that at least 85% of the TEC has been incurred, • Record of expenditures • Project Progress Report, including a revised expenditure forecast, and • Any other reporting requested by the Ministry.
<p>Milestone 4: Subject to the terms and conditions of this Agreement, the receipt, to the satisfaction of the Province, of the Final Report.</p>	<p>Release of Holdback as defined in section A4.9: Up to 15% of the Maximum Funds.</p> <p>The payment amount is subject to the reconciliation and adjustments set out in sections A4.2(c) and A4.10.</p>	<ul style="list-style-type: none"> • Final Report, • Record of expenditures • Compliance with the Financial Information Return (FIR) for municipalities, • Compliance audit documentation if required by the Province, and • Any other reporting requested by the Ministry.

SCHEDULE "F"
REPORTING REQUIREMENTS

F1.0 DOCUMENTATION REQUIRED FOR EXECUTION OF THE AGREEMENT

Name of Document	Description	Submission Timeframe
Initial Project Report	Recipient's forecast of timelines and costs (expenditure forecast) to Project completion.	Within two weeks of being sent by the Province and prior to execution of the Agreement.
Council By-Law/ Band Council Resolution (BCR)	Municipal by-law as described in section A2.2(b). <u>If delegated authority is given, the Recipient must include the delegation by-law (refer to Section 23.1 of the <i>Municipal Act, 2001</i>). "Band Council Resolution" means a written resolution signed and adopted by a quorum of Council at a duly convened meeting.</u>	Prior to execution of the Agreement.
Executed Agreement	The executed Agreement between the Province and Recipient.	Required for Milestone 1 payment.

F2.0 REPORTS

F2.1 Reporting Requirements. The Recipient will submit to the Province the following Reports in a format to be provided by the Province and in accordance with the timelines below.

Required Documentation	Description	Submission Timeframe
Construction Contract Award Documentation	A report from council including a resolution or by-law recognizing the awarding of the Project construction contracts following tender.	At least 70% of Project construction contracts must be awarded by the Construction Award Deadline of March 31, 2027. The Construction Contract Award Documentation is due within 60 Business Days of this award. Required for Milestone 2 payment.

Project Progress Report	<p>A report that includes:</p> <ul style="list-style-type: none"> • an update on the Project's status and signage status; • revised expenditure forecast, which must be based on contracts awarded to complete the Project; • the amount of interest earned on the Funds; • an updated Indigenous Consultation Record, if applicable; and • any other information as requested by the Province. 	<p>Project Progress Reports are required twice per calendar year, in the Spring and Fall, for the duration of the project.</p> <p>This Report is due within 30 Business Days of a written notice from the Province unless otherwise indicated by the Province.</p> <p>A Project Progress Report is required for Milestone 2 and Milestone 3 payments.</p>
85% Expenditure Documentation	<p>A report that confirms that at least 85% of TEC has been incurred.</p>	<p>Required for Milestone 3 payment.</p>
Final Report	<p>A report that summarizes the Project's final timelines, costs, and outcomes, and includes Project photos and the information required under the Project Progress Reports.</p>	<p>This Report is due within 60 Business Days of the Project Completion Deadline.</p> <p>Required for Milestone 4 payment.</p>
Project Data Collection Reports	<p>Without limiting the generality of section A7.2(a)(ii), the Province may, upon request, require the Recipient to provide Data relevant to the development, implementation, or operation of the Project and collected by using a digital twin or related tools, models or processes. The Province reserves the right to specify the format, frequency, level of detail and method of submission for such Project Data requests. Project Data will be provided at the level of detail requested by the province, aggregated where required to protect private and</p>	<p>The Recipient is expected to make reasonable efforts to comply with these requests within the timeframe requested in a written notice from the Province.</p>

	commercially sensitive information as required by FIPPA or MFIPPA.	
Other Reports	Reports with such content as may be requested by the Province from time to time, which may include the Indigenous Consultation Record described in Schedule "H".	To be submitted within the timeframe requested in a written notice from the Province.

F3.0 COMPLIANCE AUDIT AND FINANCIAL INFORMATION RETURNS

- F3.1 **Financial Information Returns.** If the Recipient is a municipality, then, without limiting the Province's rights under Article A13.0, the Province shall not be required to release the Holdback until the Province is satisfied that the Recipient has submitted Financial Information Returns, in accordance with subsection 294(1) of the *Municipal Act, 2001*, in respect of the second calendar year preceding the calendar year in which the Project is completed.
- F3.2 **Financial Information Return Compliance.** If the Recipient does not submit the FIR in accordance with F3.1, without limiting the Province's rights under Article A13.0, the Province may suspend the payment of Funds until the FIR are satisfactorily completed.
- F3.3 **Compliance Audit.** Without limiting the generality of Article A7.0 (Reports, Accounting, and Review), the Recipient may be required to engage the services of an external auditor to conduct a final compliance audit upon reaching the Project Completion Deadline.

Additional compliance audits may be conducted by the Province at its sole discretion, for which the Recipient shall assist and disclose any information requested by any independent auditor.

- F3.4 **Requirements of Compliance Audit.** Each compliance audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, each compliance audit will assess the Recipient's compliance with the terms of the Agreement and will prepare a report that addresses, without limitation:
- (a) whether the Funds were spent in accordance with the Agreement;
 - (b) the progress or state of completion of the Project;

- (c) whether the financial information the Recipient provided to the Province was complete, accurate, and provided in a timely manner;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to carry out its obligations under the Agreement;
- (e) the Recipient's overall management and administration of the Project;
- (f) recommendations for improvement or redress of non-compliance of the terms of the Agreement by the Recipient; and
- (g) whether the Recipient took timely corrective action on any prior audit findings, if any.

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G1.0 DEFINITIONS

G1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement that are not operational in nature, and that are collaboratively developed and approved by the Province and the Recipient.

“**Communications Activities**” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

“**Contentious Issues**” means matters that are, or may reasonably be expected to be, of concern to the Legislative Assembly or the public, or are likely to result in inquiries being directed to the Minister or the provincial government.

Contentious Issues may be raised by:

- Members of the Legislative Assembly
- The public
- Media
- Stakeholders
- Service delivery partners

G2.0 PURPOSE

G2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the public.

G2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G3.0 GUIDING PRINCIPLES

- G3.1 **Information to public.** Communications Activities undertaken through this communications protocol should ensure that the public are informed about the Project and its benefits, including the ways in which the Project helps improve their quality of life.
- G3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.
- G3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province or, as applicable, the Committee.
- G3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties prior to being carried out.
- G3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.9.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule "D" (Eligible and Ineligible Costs).

G4.0 JOINT COMMUNICATIONS

- G4.1 **Subject Matter.** The Parties may have Joint Communications about the funding and status of the Project, including recognition of key project milestones.
- G4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties.
- G4.3 **Recognition of the Province's Contributions.** All Joint Communications material must be approved by the Province and will recognize the Province's contribution to the Project.
- G4.4 **Notice and Timing.** The Recipient and the Province may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days' notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties.
- G4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party to choose to

participate and, if they do so choose, their own designated representative (in the case of an event).

G4.6 **English and French.** The Province has an obligation to communicate in English and French. Communications products related to events must be bilingual in many instances. In such cases, the Province will provide the translation services and final approval on products.

G5.0 INDIVIDUAL COMMUNICATIONS

G5.1 **The Province's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that the Province has the right to communicate information to Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.

G5.2 **Restrictions.** Each Party may include an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it.

G5.3 **Publication.** The Recipient will indicate, in respect of the 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.

G5.4 **Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize the Province's respective financial contribution for the Project.

G5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's support for the Project.

G6.0 OPERATIONAL COMMUNICATIONS

G6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices.

G7.0 MEDIA RELATIONS

G7.1 Significant Media Inquiry. The Province and the Recipient will share information promptly with the other Party if significant media inquiries are received or if emerging contentious issues arise in respect of a Project. Significant media inquiries include, but are not limited to, contentious media requests where either or both the province and the recipient are implicated. Note that any media request that impacts or falls under the purview of the province (e.g., program guidelines, funding allocations) must be shared with each partner to determine who is best positioned to respond.

G8.0 SIGNAGE

G8.1 Recognition of Funding Contribution. The Parties agree that the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.

G8.2 Funding Recognition. Unless otherwise agreed by the Province, the Recipient will produce and install a sign to recognize the funding contributed by the Province at the Project site in accordance with, as applicable, their current respective signage guidelines. Provincial sign design, content, and installation guidelines will be provided by the Province.

G8.3 Notice of Sign Installation. The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign once the sign has been installed.

G8.4 Timing for Erection of Sign. If erected, signage recognizing the Province's contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 90 days after construction is completed and the infrastructure is fully operational or opened for public use.

G8.5 Size of Sign. If erected, signage recognizing the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G8.6 Responsibility of Recipient. The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

G9.0 ADVERTISING CAMPAIGNS

G9.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that the Province may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, the Province will inform the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

**SCHEDULE “H”
INDIGENOUS CONSULTATION PROTOCOL**

H1.0 INDIGENOUS CONSULTATION

H1.1 Procedural Aspects of Consultation. If consultation with Indigenous Communities is required, the Recipient agrees that:

- (a) the Province may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province will provide the Recipient with an initial list of the Indigenous Communities the Recipient will consult.

H1.2 Development of Indigenous Consultation Plan. The Province, based on the scope and nature of the Project, may require the Recipient, in consultation with the Province, to develop and comply with an Indigenous consultation plan (“**Indigenous Consultation Plan**”).

H1.3 Provision of Plan to Province. If, pursuant to section H1.2, the Province provides Notice to the Recipient that an Indigenous Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Indigenous Consultation Plan.

H1.4 Changes to Plan. The Recipient agrees that the Province, in its sole discretion and from time to time, may require the Recipient to make changes to the Indigenous Consultation Plan.

H1.5 Requirement for Indigenous Consultation Record. If consultation with an Indigenous Community is required, the Recipient will maintain an Indigenous Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section F2.1.

H1.6 Notification to and Direction from the Province. The Recipient will immediately notify the Province:

- (a) of contact by Indigenous Communities regarding the Project; or
- (b) of any Indigenous archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province may direct the Recipient to take such actions as the Province may require. The Recipient will comply with the Province's direction.

H1.7 **Direction from the Province and Contracts.** In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province as the Province may provide in accordance with section H1.6.

Council Report – REC-2026-03

Date: March 4, 2026

IN CAMERA

Subject: Amend General Fees and Rates By-law No. 2025-015 – Schedule ‘H’
– Ice Rental Rates

Author: Jeff Johnston, Manager of Parks, Recreation & Facilities **OPEN SESSION**

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2026-019, BEING A BY-LAW TO AMEND THE GENERAL FEES AND RATES BY-LAW NO. 2025-015, COMMUNITY RECREATIONAL SERVICES, SCHEDULE ‘H’, TO ADD AN 4% INCREASE TO THE ICE SURFACE FEES AND RATES FOR THE 2026/2027 ICE SEASON, AS PRESENTED IN COUNCIL REPORT REC-2026-03.

STRATEGIC PLAN COMMENTS:

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

BACKGROUND:

On an annual basis staff review the fees and rates and make recommendations for changes based on market conditions, the 10-year asset management plan, annual increases in expenses, any proposed changes to the current level(s) of service and any direction(s) provided by Council. The last increase to rates was for the 2025/2026 season when rates were approved for a 4% increase. The Town is entering year 2 of the Recreation Cost Sharing Agreement in place with TLTI for the Lou Jeffries Arena.

The 4% rate increase was included in the 2026 Budget By-law.

INFORMATION/DISCUSSION:

Staff are in the process of planning the 2026/2027 ice season, and therefore, recommend that the General Fees and Rates By-law No. 2025-015, Community Recreational Services, Schedule ‘H’ be amended to approve an increase of 4% for the 2026/2027 ice surface rates. Identified below are the recommended fee increase(s).

As identified in Attachment 1, the youth prime ice rates for the Town of Gananoque are less than the two closest municipalities (Kingston and Brockville). Furthermore, the proposal is generally in line with those other municipalities of equal or similar size.

As well, staff are recommending to remove reference to the Sr. C Islanders and reference to “Games Charging Admission” from the rates and fees Schedule ‘H’.

All rates listed below are before tax (13% HST), unless otherwise indicated.

Ice Surface	Winter Rates (Contributing)		Non-Contributing	
Prime Hours	Adult	\$248.00 \$258.00	\$297.00 \$309.00	Per Hour
	Youth	\$173.00 \$180.00	\$223.00 \$232.00	Per Hour
Non-Prime Hours (Mon-Fri, 7AM – 5PM)	Adult	\$173.00 \$180.00	\$233.00 \$242.00	Per Hour
	Youth	\$124.00 \$129.00	\$188.00 \$196.00	Per Hour
	Senior	\$113.00 \$118.00	\$173.00 \$180.00	Per Hour
	Schools	\$96.00 \$100.00	\$157.00 \$163.00	Per Hour
	Youth Tournament	\$130.00 \$135.00	\$190.00 \$198.00	Per Hour
Single and Double skater rates are only available during Non-Prime Hours	Figure Skating – Single Skater	\$64.00 \$67.00	\$85.00 \$88.00	Per Hour
	Figure Skating – Double Skater	\$69.00 \$72.00	\$88.00 \$92.00	Per Hour
Sr. C Islanders	Practices	\$173.00		Per Hour
	Games (Charging Admission)	\$248.00		Per Hour
	Public Skating	\$3.00	\$4.00	(Tax exempt)
	Parent and Tots/Seniors	\$2.00	\$3.00	(Tax exempt)

For customer ease, numbers have been rounded to the nearest dollar.

APPLICABLE POLICY/LEGISLATION:

Municipal Act, 2001, Part XII Section 391 (1)

By-law No. 2025-015 General Fees and Rates, Schedule 'H', as amended.

Recreation Cost Sharing Agreement

FINANCIAL CONSIDERATIONS:

The 4% increase was factored into the 2026 budget for September to December and is the proposed increase to be budgeted into ice surface revenue for the 2026/2027 season from January 1, 2027 through March 31, 2027.

CONSULTATIONS:

Melanie Kirkby, CAO
John Morrison, Treasurer
Lori Higgs, Superintendent of the Marina & Recreation

ATTACHMENTS:

Attachment 1 – Ice Rental Rates Comparison Report
By-law No. 2026-019

APPROVAL	<hr/> <p>Jeff Johnston, Manager of Parks, Recreation & Facilities</p> <hr/> <p>Melanie Kirkby, CAO</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 <i>Municipal Act</i> and regulations.</p>
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Ice Rental Comparison 2025/26

Municipalities	Perth 2025/26	(Contributing) Gananoque 2025/26 <i>CURRENT</i>	Brockville Youth Arena 2025/26	Belleville 2025/26	Prescott 2025/26	Napanee 2025/26	(Contributing) Gananoque 2026/27 <i>PROPOSED</i>	Brockville Memorial 2025/26	Carleton Place 2025/26	Smiths Falls 2025/26 <i>(Held rates from 2024/25)</i>	(Contributing) Loyalist 2025/26 <i>(now charges a 5% CIF "fee" on top of their rates)</i>	Kingston 2025/26
Prime - Adult	\$ 228.70	\$ 248.00	\$ 237.25	\$ 200.75	\$ 206.88	\$ 237.30	\$ 258.00	\$ 248.25	\$ 257.75	\$ 270.00	\$ 264.06	\$ 319.50
Prime - Youth	\$ 150.50	\$ 173.00	\$ 173.75	\$ 174.50	\$ 175.05	\$ 175.35	\$ 180.00	\$ 188.25	\$ 188.50	\$ 195.00	\$ 198.05	\$ 246.20
Non Prime - Adult	\$ 180.80	\$ 173.00	\$ 141.00	\$ 129.50	\$ 132.61	\$ 126.00	\$ 180.00	\$ 141.00	\$ 221.00	\$ 180.00	\$ 189.69	\$ 192.55
Non Prime - Youth	\$ 118.30	\$ 124.00	\$ 141.00	\$ 106.00	\$ 132.61	\$ 100.00	\$ 129.00	\$ 141.00	\$ 148.50	\$ 130.00	\$ 142.28	\$ 192.55
Non Prime - Senior	N/A	\$ 113.00	N/A	N/A	N/A	N/A	\$ 118.00	N/A	N/A	N/A	N/A	N/A
Non Prime - Schools	\$ 83.60	\$ 96.00	N/A	N/A	N/A	N/A	\$ 100.00	N/A	\$ 69.25	\$ 75.00	N/A	\$ 70.05

Contributing = Gananoque and TLTI residents

THE CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2026-019

BEING A BY-LAW TO AMEND THE GENERAL FEES AND RATES BY-LAW NO. 2025-015, COMMUNITY RECREATIONAL SERVICES, ICE RENTAL RATES, SCHEDULE 'H', FOR THE 2026/2027 ICE SEASON

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

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

AND WHEREAS the Council of the Town of Gananoque received Council Report REC-2026-03, and concurred with the recommendation to amend the General Fees and Rates, By-law No. 2025-015, Community Recreational Services, Ice Rental Rates, Schedule 'H', to increase the rates by 4%, and to remove reference to the Senior C Islanders, and; Games Charging Admission rates.

AND WHEREAS the Council of the Corporation of the Town of Gananoque deems it appropriate to pass such a By-law to amend the General Fees and Rates By-law.

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

1. SCHEDULE:

1.1. That the General Fees and Rates By-law No. 2025-015, Community Recreational Services, Ice Rental Rates, Schedule 'H', be hereby removed in its entirety and replaced with the Schedule 'h', attached hereto and forming part of this By-law.

2. REPEAL:

2.1. Any By-law inconsistent with this By-law, specifically in reference to the Community Recreational Services Rates Schedules 'H', are hereby repealed.

3. EFFECTIVE DATE:

3.1. This By-law shall come into full force and effect on May 1st, 2026.

Read a first, second and third time and finally passed this 4th day of March 2026.

John S. Beddows, Mayor

Penny Kelly, Clerk

(Seal)

General Fees & Rates By-law No. 2025-015
as amended by By-law No. 2026-019
Schedule 'H' – Community Recreational Services
(plus HST where applicable)

Note: For customer ease, numbers have been rounded to the nearest dollar.

Town Hall Board Room			
	Description		Fee / Rate
1.	Town Hall Board Room	After Hours (Example: External Agencies/Committees)	Hourly Cost Plus 30% Admin Fee – Security Deposit Required
Banquet Hall (Upstairs) – Recreation Centre			
	Description		Fee / Rate
1.	Full Day		\$306.00
2.	9:00 AM to 5:00 PM		\$141.00
3.	Four (4) Hours		\$70.00
4.	Hourly		\$25.00/hour
5.	Weekends / After 4:00 PM (April 1 st to August 30 th)		\$150.00 – Minimum three (3) Hours
	Additional Hours		\$50.00
Sports Fields			
	Description		Fee / Rate
1.	Adults – Per Game		\$26.00
2.	Youth – Per Game		\$6.00
3.	Adult Ball/Soccer Tournament – Per Day		\$202.00
4.	Youth Ball/Soccer Tournament – Per Day		\$101.00
Parks (Events)			
Including Joel Stone, Town Hall, Band Shell, 600 King Street East Park (Ball Field and outdoor space used for event booking), Confederation (Sculpture Park), Agnes Maule Machar Park (Bluff Park)			
	Description		Fee / Rate
1.	Daily Fee – Per Day		\$137.00
2.	Daily Fee – Per Hour		\$21.00
3.	Daily Fee (S.O.P./Hydro, if available) – Per Day		\$195.00
4.	Daily Fee (S.O.P./Hydro, if available) – Per Hour		\$29.00
5.	Daily Fee (S.O.P./Hydro High Amp Service and Use) – Per Day		\$404.00
6.	Daily Fee (S.O.P./Hydro High Amp Service and Use) – Per Hour		\$61.00
Note:			
1. Events that are cost neutral and/or do not generate a profit are exempt from these fees. i.e. PumpGanfest, Huck Finn Derby, etc. <i>(Groups seeking exemption shall provide sufficient financial data to the Town to demonstrate their status.)</i>			
2. Fundraising events will be subject to all fees (i.e. Gananoque Humane Society Concerts, Lions Club Car show, etc.).			
3. Private sector events are subject to all fees (i.e. Skydive Gan, weddings, birthday parties, etc.).			
Equipment			
	Description		Fee / Rate
1.	Tables (8 Foot)		\$4.00/table
2.	Chairs		\$1.50/chair
3.	Garbage Cans		\$1.50/each
4.	Barricades		\$2.50/each
5.	Fencing		\$6.00/section
6.	Delivery in Town (each way)		\$35.00/delivery
7.	Pick-Up (at Recreation Centre)		\$35.00/pick-up
8.	Deposit		\$100.00 Refundable upon return of undamaged equipment

**General Fees & Rates By-law No. 2025-015,
as amended by By-law No. 2026-019**

Schedule 'H' – Community Recreational Services (cont'd)

Canada 150 Gord Brown Memorial (GBM) Outdoor Rink (Winter Surface)		
	Description	Fee / Rate
1.	Flat Rate	\$65.00/hour

Canada 150 Gord Brown Memorial (GBM) Outdoor Rink – Dry Surface (Spring / Summer / Fall)		
	Description	Fee / Rate
1.	Flat Rate – Hourly	\$35.00/hour
2.	Flat Rate – Per Day	\$225.00/day

Lou Jeffries Arena Floor – Dry Surface (Spring / Summer)		
	Description	Fee / Rate
1.	Non-Commercial Use – Daily	\$358.00/day
2.	Non-Commercial Use – Hourly	\$74.00/hour
3.	Commercial Use* – Daily	\$660.00/day
4.	Commercial Use* – Hourly	\$130.00/hour

*Commercial is defined as “engaging in commerce, trade, business, private enterprise, sales, etc.” Examples: Trade Shows, Home Shows, Conferences, Markets, etc.

Event / Facility Refundable Booking Security Deposit Fees		
	Description	Fee / Rate
1.	100 or less	\$100.00/per Event Application
2.	101-500	\$250.00/per Event Application
3.	501+	\$500.00/per event Application

Ice Surface – Prime Hours			
	Description	Winter Rates (Contributing)	Winter Rates (Non-Contributing)
1.	*Prime Hours* – Adult	\$258.00/hour	\$309.00/hour
2.	*Prime Hours* – Youth	\$180.00/hour	\$232.00/hour

Ice Surface – Non-Prime Hours (Monday to Friday – 6:00 AM to 5:00 PM)			
	Description	Winter Rates (Contributing)	Winter Rates (Non-Contributing)
1.	Adult	\$180.00/hour	\$242.00/hour
2.	Youth	\$129.00/hour	\$196.00/hour
3.	Senior	\$118.00/hour	\$180.00/hour
4.	Schools	\$100.00/hour	\$163.00/hour
5.	Youth Tournaments	\$135.00/hour	\$198.00/hour
6.	Single and Double Skater rates are only available during Non-Prime Hours		
	➤ Figure Skating – Single Skater	\$67.00/hour	\$88.00/hour
	➤ Figure Skating – Double Skater	\$72.00/hour	\$92.00/hour

Ice Surface – Recreation Skating			
	Description	Winter Rates (Contributing)	Winter Rates (Non-Contributing)
1.	Public Skating	\$3.00 (tax exempt)	\$4.00 (tax exempt)
2.	Moms and Tots / Seniors	\$2.00 (tax exempt)	\$3.00 (tax exempt)

**General Fees & Rates By-law No. 2025-015,
as amended by By-law No. 2026-019**

Schedule 'H' – Community Recreational Services (cont'd)

Advertising (Lou Jeffries Rec Centre, GBM, Ball Fields, etc.)		
	Description	Fee / Rate
1.	Home Bench	\$1,000.00/year
2.	Away Bench	\$1,000.00/year
3.	Rink Wall / Dasher Boards Facing Ice / Sports Fields / Sports Courts	\$325.00/year
4.	Centre Ice Large Logo	\$1,000.00/year
5.	On-Ice Small Logo	\$600.00/year
6.	Dasher Boards Facing Bleachers	\$325.00/year

Advertising – Lou Jeffries Recreation Centre		
	Description	Fee / Rate
1.	Bleacher Steps/Riser Per Section	\$500.00/year
2.	Wall – Back of Bleachers (below banners) 36" x 60"	\$150.00/year
3.	Washroom 8"x10"	\$80.00/year
4.	Naming Rights for Upstairs Hall and Upstairs Washrooms	\$2,000.00/year

Commemorative Bench & Tree Plaque		
	Description	Fee / Rate
1.	Commemorative Bench & Custom Plaque	
	➤ Using existing concrete pad/walkway	\$2,400.00
	➤ With a new poured concrete pad base	\$2,750.00
2.	Commemorative Tree & Custom Plaque	\$1,300.00
3.	Credit Card Payment Administration Fee	\$75.00

Council Report – FIRE-2026-03

Date: March 4, 2026 **IN CAMERA**
Subject: Fire Department – 2025 Third (3rd) & Fourth (4th) Quarter Report
Author: Andrew Dickson, Fire Chief **OPEN SESSION**

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVES THE 2025 THIRD (3RD) AND FOURTH (4TH) QUARTER FIRE DEPARTMENT REPORT FOR INFORMATION PURPOSES, AS PRESENTED IN THE COUNCIL REPORT FIRE-2026-03

STRATEGIC PLAN COMMENTS:

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

BACKGROUND:

This report covers the 3rd and 4th quarter in 2025. It compares month by month, quarter, and year-to-date statistics to the previous year.

INFORMATION/DISCUSSION:

FIRE DEPARTMENT ACTIVITIES – July 2025 to end of December 2025

Certification testing was hosted at our station, with 12 firefighters receiving their NFPA 1001 Firefighter 1 & 2 certifications, with 1 NFPA 1072 Hazardous Materials certification. Several firefighters were also trained and received NFPA certifications for Fire Officer 1, Fire Instructor 1, Fire Inspector 1, Fire Life Safety Education and Fire Pump Operations.

11 firefighters were presented with Lifesaving Awards in recognition of their actions in the successful resuscitation of three separate patients. Successful resuscitations are relatively rare occurrences, making these outcomes particularly noteworthy. These awards recognize their professionalism and dedication to serving the community.

As part of our commitment to safety and compliance, we completed the annual pump testing for the large fire department apparatus. These inspections ensured that our fleet remains operationally sound and able to meet the industry standards.

The new fire training facility continued to progress, with the installation of windows, doors, railings and exterior stairs. Work will continue with estimated completion in 2026.

Gananoque Fire participated in a joint training exercise with TLTI and Howe Island Fire Departments involving a simulated marine accident with the Howe Island Ferry. Exercises of this nature are essential to strengthening interdepartmental coordination, operational readiness, and effective communications.

In our ongoing commitment in public safety and engagement, we participated in numerous community events, such as: Pump-Gan-Fest, Carveth Care Centre Family Fun Day, Santa in the park, Fishing with Cops and Ribfest. During these events, on top of public fire safety education, we offered children tours of the trucks, obstacle courses and foam parties.

The department received delivery of the ice and water rescue tools and equipment awarded through the Firehouse Subs Public Safety Foundation grant program. This funding has enhanced the department's operational capacity for ice and water rescue responses.

Fire Prevention, along with the crews, completed our Fire Prevention Week Campaign. This included our door-to-door smoke alarm campaign, in which we visited approx. 110 residential homes, public education for grades K-8 and fire drills at all 3 schools.

Public Education programs focused on the new legislation of mandatory Carbon Monoxide Alarms on every level of residential homes, starting January 1, 2026.

APPLICABLE POLICY/LEGISLATION:

None

FINANCIAL CONSIDERATIONS:

None

CONSULTATIONS:

None

ATTACHMENTS:

Fire call statistics for third (3rd) and fourth (4th) Quarters

APPROVAL	<p>_____ Andrew Dickson, Fire Chief</p> <p>_____ Melanie Kirkby, CAO</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 <i>Municipal Act</i> and regulations.</p>
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	July	August	September	3rd Quarter		YTD	
				2025	2024	2025	2024
TOTAL RUNS	35	31	13	79	59	213	164
FIRE	1	4	1	6	3	9	8
MEDICAL	5	9	5	19	13	55	33
MOTOR VEHICLE COLLISIONS	0	1	1	2	1	8	5
ALARMS	9	4	2	15	23	56	62
OTHER CALLS (Gas Leaks, Hydro Wires, Spills, Burn Complaint, Public Hazard)	11	6	1	18	11	47	32
MUTUAL AID GIVEN (Structure Fire, MVC, etc.)	9	7	3	19	8	38	24
ESTIMATED DOLLAR LOSS	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 22,500	\$ 516,500
ESTIMATED DOLLAR SAVE	\$ -	\$ -	\$ -	\$ -	\$2,500,000	\$3,150,000	\$ 3,375,000
# OF UNITS INSPECTED	85	83	5	173	225	447	605
OTHER ACTIVITIES (Public Education, School Visits, Station Tours, Community Activities)	7	4	2	13	14	65	76

	October	November	December	4th Quarter		YTD	
				2025	2024	2025	2024
TOTAL RUNS	26	20	26	72	69	285	233
FIRE	1	2	1	4	1	13	9
MEDICAL	9	2	9	20	14	75	47
MOTOR VEHICLE COLLISIONS	3	0	1	4	3	12	8
ALARMS	3	11	7	21	27	77	89
OTHER CALLS (Gas Leaks, Hydro Wires, Spills, Burn Complaint, Public Hazard)	5	2	5	12	11	59	43
MUTUAL AID GIVEN (Structure Fire, MVC, etc.)	5	3	3	11	13	49	37
ESTIMATED DOLLAR LOSS	\$ -	\$ 1,000	\$ -	\$ 1,000	\$ 4,000	\$ 23,500	\$ 520,500
ESTIMATED DOLLAR SAVE	\$ -	\$ 75,000	\$ -	\$ 75,000	\$ 250,000	\$3,225,000	\$ 3,625,000
# OF UNITS INSPECTED	23	14	19	56	60	503	665
OTHER ACTIVITIES (Public Education, School Visits, Station Tours, Community Activities)	28	8	6	42	30	107	106

MOTION / RESOLUTION OF COUNCIL

Date: March 4, 2026	Motion #26 –
Subject: Exemption to Procurement Policy – Sole Source Contractor for Phase II of Daycare Renovations	
Moved by:	Mayor Beddows
Seconded by:	
<p>BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE AUTHORIZES AN EXEMPTION TO THE PROCUREMENT POLICY TO APPROVE AN EXTENSION OF AN EXISTING AGREEMENT FOR THE LEAD CONTRACTOR FOR PHASE II OF THE DAYCARE CENTRE RENOVATIONS, AS THIS PROJECT MUST BE COMPLETED ON OR BEFORE DECEMBER 31, 2026, IN ORDER TO MEET THE PROVINCIAL DEADLINE FOR PROJECT COMPLETION.</p>	

Ayes _____ **Nays** _____

Carried: _____
Defeated: _____
Tabled/Postponed: _____

 John Beddows, Mayor

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

RECORDED VOTE:	Aye	Nay
Brown, Colin		
Harper, Matt		
Kirkby, Patrick		
Koiner, Anne-Marie		
Leakey, Vicki		
Osmond, David		
Beddows, John		
TOTALS		

From: gord boulton

Sent: February 24, 2026 4:52 PM

To: mayor.ellis@belleville.ca; office-of-the-mayor@quintewest.ca; clerk@quintewest.ca; spankow@smithsfalls.ca; John Beddows <jbeddows@gananoque.ca>; Penny Kelly <clerk@gananoque.ca>; gshankar@prescott.ca; jtowndale@cornwall.ca; mlevesque@cornwall.ca

Subject: Corridor Train Alliance

Hello My name is Gord Boulton and I am a director of the Corridor Train Alliance (Non profit). This message will be brief. I am looking to reach out in next couple days for support.

Please contact me with any questions.

Gord Boulton
Director
Corridor Train Alliance.

DRAFT FORM OF MUNICIPAL SUPPORT RESOLUTION
FOR A DEDICATED PASSENGER RAIL TRAIN TRACK IN THE 401 CORRIDOR
[MUNICIPALITIES MAY EDIT RECITALS AS DESIRED]

WHEREAS our Township commends the Government of Canada's resolve to improving critical infrastructure in Canada to increase productivity, economic competitiveness, national strength and resiliency;

WHEREAS our Township supports innovation and modern development, which create opportunities for our citizens and future generations, and we recognize the importance of the urban areas of our region and country;

WHEREAS we trust that the urban residents of Canada and the Government of Canada recognize, as we do, the inherent value of the rural areas in our region, including:

- (i) intergenerational farms, cultivated land, pasture land, and the important role agriculture plays in food security and food affordability;
- (ii) rural homes and communities as a choice and way of life and source of affordable housing;
- (iii) environmentally protected areas which have been set aside in land trusts, provincial parks, conservation areas, and ecological reserves, and the important role they play for source water protection, life sustaining ecosystems, wildlife corridors, scientific research, and recreational value;
- (iv) rural tourism and economic development based on clean lakes, valuable waterfront properties, biking trails, ATV trails, snowmobile trails, hunting, fishing, birdwatching, hiking, camping, canoeing, and many outdoor sports and hobbies with depend on trail networks and natural spaces;

WHEREAS the residence and landowners in our Township are seriously concerned and opposed to high speed rail plans which would physically divide our farms, rural roads, emergency services routes, natural areas, wildlife corridors and watercourses;

WHEREAS Eastern Ontario is in need of reliable on-time passenger rail service, and for years has been experiencing deteriorating on-time rates and reliability due to VIA rail not having a train track for scheduling autonomy;

WHEREAS with increasing freight volume on the freight rail line and 401, and planned expansions to ports, exports, and commodities under nation building ambitions, passenger rail services will continue to suffer if trying to use a shared track;

WHEREAS Canadian Forces Base (CFB) Kingston, CFB Trenton, and the Royal Military College are located in the 401 corridor and personnel require reliable connectivity to other key Canadian cities and suppliers; in keeping with Canada's Defence Industrial Strategy and as a matter of national security;

WHEREAS the City of Kingston is the regional economic and health care hub of SE Ontario, home to regional hospitals and the cancer centre, leading post-secondary research and training institutions with over 30,000 students requiring transportation, is a leading city in economic development and population growth, and currently has no air service nor reliable on-time train services to major cities, and merits a station on any new regional rail transportation network;

WHEREAS the City of Kingston has passed a City Council motion only supporting high speed rail if there is a stop in Kingston and if the rail is routed in the vicinity of the 401, a concept which our Township supports;

BE IT RESOLVED THAT:

1. Nation building projects should unite and not divide Canadians.
2. The existing 401 corridor is where communities, housing, hospitals, colleges, universities, businesses, industry, and military infrastructure have been built and encouraged for over 150 years, and safe and reliable transportation needs for people should not be ignored or neglected.
3. The 401 corridor already exists as a bisecting infrastructure corridor and is the natural route for linear transportation infrastructure to connect the most people with the least impact on our surrounding environment and precious remaining agricultural land.
4. We are calling on the Government of Canada:
 - a. direct that the 401 corridor be added to current study routes for any high speed rail contemplated now or in the future in SE Ontario; and
 - b. as a true nation building project, without further delay, to build a dedicated passenger rail train track in the vicinity of the 401 corridor for modern passenger rail service, at the best speed engineers determine possible, to unite our cities and to get people moving again in the busiest corridor in Canada.

February 10, 2026

To: Clerk and Members of Council
Town of Gananoque

Dear Mayor and Members of Council,

I am writing to formally request an amendment to **General Fees & Rates By-Law No. 2025-015**, specifically **Schedule "G" – Licensing, Regulating and Governing Vehicles, Section: Taxi Meter Rates**.

Due to rising operating costs, including labour, fuel, vehicle maintenance, insurance, and general inflationary pressures, the current rates, that have not seen an increase since 2022; no longer adequately reflect the cost of providing reliable transportation services within the Town of Gananoque.

Accordingly, I respectfully request that Council consider the following amendments:

1. **One-way fare within Town limits:**
Current Rate: \$10
Proposed Rate: \$13
2. **Delivery Service:**
Current Rate: \$15
Proposed Rate: \$16

Also, I respectfully request that Council consider the following addition:

1. **Extra items charge, ex. Excessive Grocery bags, etc.:**
Current Rate: nil
Proposed Rate: First 5 grocery bags free, additional item there after: **\$.50** each.
2. **Bulky items charge, ex. Large suitcases, household items etc.:**
Current Rate: nil
Proposed Rate: **\$5.00** each

These proposed adjustments are intended to ensure the continued sustainability of taxi services in Gananoque, including the provision of reliable transportation for residents and visitors who rely on these services.

I appreciate Council's time and consideration of this request and would welcome the opportunity to provide any additional information or attend a Council meeting to discuss this matter further.

Thank you for your attention to this important issue.

Respectfully submitted,



EMAL WARDAK

General Fees & Rates By-law No. 2025-015

Schedule 'G' – Licensing, Regulating and Governing Vehicles (plus HST where applicable)

Taxi Cab Broker		
1.	Initial Fee	\$1,300.00
2.	Annual Fee	\$350.00

Taxi Cab Owner		
1.	Initial Fee and 1 st Taxi	\$100.00
2.	Annual Fee and 1 st Taxi	\$75.00
3.	Each Additional Taxi	\$55.00
4.	Change of Vehicles / Ownership	\$25.00
5.	Taxi Licence Plates	\$15.00/ea.

Taxi Cab Driver		
1.	Annual Fee	\$30.00

Taxi Meter Rates		
1.	One way within Town limits (includes Wheelchair Accessible Van)	\$10.00
2.	Pets (excluding Service Animals)	\$2.00
3.	Delivery	\$15.00
4.	Stops Along the Way	\$2.00
5.	Waiting Time:	
	➤ First five (5) minutes	\$0.00
	➤ Every five (5) minutes thereafter	\$4.00
	➤ One (1) Hour	\$40.00

CORPORATION OF THE TOWN OF GANANOQUE
BY-LAW NO. 2014-032

BEING A BY-LAW TO PROVIDE FOR THE LICENSING, REGULATING AND GOVERNING OF
OWNERS OF TAXI CABS AND LIMOUSINES AND DRIVERS OF TAXI CABS AND
LIMOUSINES FOR HIRE IN THE TOWN OF GANANOQUE.

WHEREAS Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25 as amended provides a municipality with the sphere of jurisdiction for Business licensing of Owners and drivers of taxicabs, buses and vehicles (other than motor vehicles) for hire;

WHEREAS Section 151(1) of the Municipal Act, 2001, S.O. 2001, c.25 as amended in part provides that a municipality may provide for a system of licenses with respect to a business wholly or in part, carried on within the municipality;

AND WHEREAS Section 156 of the Municipal Act, 2001, S.O. 2001, c.25 as amended provides that a local municipality, in a by-law under Section 151 with respect to the owners and drivers of taxicabs, may establish the rates or fares to be charged for the conveyance of property or passengers either wholly within the municipality or from any point in the municipality to any point outside the municipality; provide for the collection of the rates or fares charged for the conveyance; and limit the number of taxicabs or any class of them;

AND WHEREAS Council of the Corporation of the Town of Gananoque deems it to be in the public interest to license and regulate the Owners and Drivers of Taxi Cabs and Limousines;

NOW THEREFORE the Council of the Corporation of the Town of Gananoque hereby enacts the following:

1. DEFINITIONS

- 1.1. Accessible Driver shall mean a Driver whose Taxicab Driver's Licence has been endorsed by the Clerk to permit the Driver to drive an Accessible Taxicab in the Town of Gananoque.
- 1.2. Accessible Taxicab means a cab that is originally constructed or subsequently modified to permit the loading, transportation and off-loading of a person with a disability confined to a wheelchair, or other similar device, and is a licensed motor vehicle that complies with all Provincial and Federal Statutes and Regulations including Ontario Regulation 629 as amended.
- 1.3. By-Law Enforcement Officer shall mean a municipal law enforcement officer appointed by the Town of Gananoque to enforce the provisions of this By-law.
- 1.4. Clerk shall mean the Clerk of the Town of Gananoque and shall include any person designated as "Acting Clerk" in the Clerk's absence, by Statute or by By-law.
- 1.5. Council shall mean the Municipal Council of the Corporation of the Town of Gananoque.
- 1.6. Chief of Police shall mean the Chief of the Police Service for the Corporation of the Town of Gananoque and shall include his/her designate.
- 1.7. Driver shall mean a driver of a Taxicab or Limousine and shall include any

- 1.10. Limousine shall mean a stretch or longer than usual, luxury motor vehicle that is not licensed under the Public Vehicles Act R.S.O. or any successor legislation.
- 1.11. Passenger shall mean any person a in a taxicab except for the driver.
- 1.12. Person includes an individual, an association, a firm, a partnership or a corporation and the legal representative of such.
- 1.13. Police Service shall mean the Police Force providing Police Services for the Corporation of the Town of Gananoque.
- 1.14. Plate or Accessible Plate shall mean a metal, plastic or laminated sticker issued containing the assigned number, registered and supplied by the Town.
- 1.15. Taxi or Taxicab shall mean any motor vehicle, other than a limousine, seating seven passengers or less, used for hire to transport the general public but does not include a bus, ambulance or hearse.
- 1.16. Taxicab Broker shall mean any person or company who accepts calls in any manner for a minimum of three (3) taxicabs that are used for hire and that are owned by him or herself, persons other than him or herself, his/her immediate family, or his/her employer. A "Taxicab Broker" may also be an "Owner" as herein defined, but shall not be required to be licensed as both.
- 1.17. Taxicab Stand shall mean a public parking space which has been lawfully designated and identified by means of a sign and reserved exclusively for the use of taxicabs.
- 1.18. Town shall mean the Corporation of the Town of Gananoque.
- 1.19. Vehicle shall mean a motor vehicle as defined under the Highway and Traffic Act of Ontario R.S.O. 1990.
- 1.20. Vulnerable Sector Check is a screening process by the local Police of individuals who intend on working or volunteering with the vulnerable sector.

2. GENERAL

- 2.1. The number of licenses for the Town for Taxicabs for public hire used for the transport of passengers shall be limited to one per every 600 people or fraction thereof residing within the limits of the Town at the time application for the license is made.
- 2.2. A Taxicab Owner shall not possess more than 50% of the Taxicab License allocation.
- 2.3. Where a new license becomes available, licenses shall be issued on a first-come first-serve basis as indicated under Section 3.1.6.
 - 2.3.1. New license applications will be reviewed by staff to determine if there is a need for additional licenses. Determination may be

- 2.6. No license is required for the operation of Taxicab or Limousine within the Town provided the service is for the sole purpose of discharging a passenger who was picked up outside the Town.
- 2.7. Notwithstanding any other provisions of this By-law every license issued under this By-law shall remain the sole and exclusive property of the Town.

3. DUTIES OF THE CLERK

- 3.1. The duties of the Clerk under this By-law are:
 - 3.1.1. To furnish application forms to all applicants for all Licenses and to provide each person licensed under this By-law with a copy of this By-law;
 - 3.1.2. To receive and process all applications for all Licenses, and for renewals of such Licenses pursuant to this By-law.
 - 3.1.3. To collect all license fees and keep an account of all money received on all Licenses, in accordance with the Town's Fees and Rates By-law, to provide a receipt to the applicant;
 - 3.1.4. To issue all Licenses for persons who meet the requirements of this By-law;
 - 3.1.5. To keep a register of all Licenses granted pursuant to this By-law.
 - 3.1.6. To maintain a waiting list of persons whose applications have been approved but not yet issued. The waiting list shall contain the names of those applicants in order of the date on which their applications were approved, in the Clerk's office, and such list shall be made available at all reasonable times.
 - 3.1.7. To perform all administrative functions conferred upon the Clerk in this By-law.

4. DUTIES OF THE POLICE SERVICE

- 4.1. The duties of the Chief of Police Service under this By-law are:
 - 4.1.1. To review all applications received and provide a report for all Licenses of such Licenses pursuant to this By-law;
 - 4.1.2. The provisions of Section 7, 8.1, 8.2, 9.1 and 9.2 of this By-law shall be considered by the Chief of the Police Service, when applicable, in considering an application for a Taxicab Driver's License or Limousine Driver's License to be issued pursuant to this By-law.
 - 4.1.3. To perform all administrative and enforcement functions conferred upon the Police Service by this By-law.

5. LICENSE REQUIREMENTS

- 5.1. Applications for any type of License to be issued pursuant to this By-law

- 5.2.2.1. He/she shall file with the Clerk a copy of the lease agreement indicating that the motor vehicle is intended to be used as a taxicab or limousine
 - 5.2.2.2. Notify the Clerk within ten (10) days of the termination of the lease agreement for the motor vehicle.
- 5.2.3. Notwithstanding Section 5.2, a Vulnerable Sector Check must be dated within one month of the application.
- 5.2.4. Notwithstanding Section 5.2, the applicant shall provide at their own expense with every application for a Driver's License, two photographs, 2" x 2-3/4" in size which shall be attached to the Driver's License.
- 5.3. All applications shall be submitted with the required fee set out in accordance with the Town's Fees and Rates By-law.
- 5.4. No person shall be licensed for any type of License under this By-law unless he/she is at least twenty-five (25) years of age and either a citizen of Canada, a landed immigrant or in possession of and produces a work permit issued by the Government of Canada.
- 5.5. No person shall be licensed as a Taxicab Driver or Limousine Driver unless he/she holds, issued in his/her name, a current and at a minimum Class G driver's License issued by the Province of Ontario, which is not under suspension according to the records of the Ontario Ministry of Transportation.
- 5.6. When an application for a License is made in accordance with the provisions of this By-law and the applicant meets all the requirements of this By-law, the Clerk shall issue a License and the applicant shall thereupon be licensed.
- 5.7. The term of each license for a Taxicab Owner's License or a Limousine Owner's License shall, unless otherwise prescribed in the license, be valid for a period of one year from the first day of January in the year of issuance or, up to and including the 31st day of December of the year of issue, unless the said license is revoked, amended, suspended or voluntarily relinquished to the Town sooner.
 - 5.7.1. No License issued under this By-law may be sold, leased, assigned or transferred.
 - 5.7.2. Notwithstanding Section 5.7.1, a Taxicab Owner's License or a Limousine Owner's License may, with the consent of the Clerk, be assigned or transferred only in circumstances where the ownership of an existing taxicab or limousine business is being purchased and the purchaser of the business has agreed to purchase all of the Taxicab Owner's Licenses or Limousine Owner's Licenses belonging to such businesses.
 - 5.7.3. Any person wishing to transfer a Taxicab Owner's License or Limousine Owner's License in the circumstances described in this

- 6.2.1. Notwithstanding Section 6.2 the full license fee is applicable from January to September 30 of each year.
 - 6.2.2. Should a license be obtained in October to December of a year, the fee will be prorated as determined by the Clerk.
 - 6.2.3. All reserved license holders shall submit an application to the Clerk no later than November 30th of each year.
 - 6.2.4. Failure to submit an application for a reserved license as per Section 5.8.3 by December 1st each year shall be deemed to be surrendered.
 - 6.2.5. The Clerk may in extenuating circumstances allow a delay of or not more than 30 days under Section 5.8.4.
- 6.3. A License may be renewed when it meets the requirements of this By-law. The Clerk shall issue a License, which shall set out the new expiry date of the License and the License is thereupon renewed.

7. GROUNDS FOR REFUSAL TO ISSUE

- 7.1. A Vulnerable Sector Check is mandatory for every applicant for any type of License applied for pursuant to this By-law. A Vulnerable Sector Check includes a Criminal Information Records Check and Driver's Abstract.
- 7.2. An applicant for any type of License issued pursuant to this By-law is entitled to be Licensed except where:
 - 7.2.1. the current and past conduct of the applicant or Licensee affords reasonable grounds for the belief that the applicant or Licensee will not carry on the activity for which he/she is to be Licensed or to continue to be Licensed in accordance with the law and in a careful, reasonable and prudent manner with integrity and honesty; and where the Criminal Records Information reflects a criminal conviction within three years of the date of application subject to Section 7.2.4;
 - 7.2.2. the issuance of the License would be contrary to the public interest as determined by the Chief of Police in his/her sole and absolute discretion;
 - 7.2.3. the applicant or Licensee is carrying on activities that are, or will be, if the applicant is licensed, in contravention of this By-law or any law;
 - 7.2.4. the applicant has been convicted of a criminal offence within the past 3 years. Where the conviction of the criminal offence was more than 3 years, the license may be issued at the discretion of the Chief of Police.

8. REVOCATION OF LICENSE

- 8.1. A Taxicab Driver's License or a Limousine Driver's License issued under this

Taxicab Driver or Limousine Driver in the Owner's employ. The Town reserves the right to revoke such Owner's Taxicab or Limousine License, or Taxicab or Limousine Driver's License pursuant to Section 7.2.4 of this By-law.

- 8.2. Applications for Taxicab Driver's Licenses or Limousine Driver's Licenses will not be accepted for reinstatement or issuing in the first instance, for a period of three years, following the reinstatement of a person's Ontario Driver's License that has been suspended or cancelled as the result of a conviction for a breach of any one or more of the driving sections of the Criminal Code.
- 8.3. Any Licensee who contravenes any provision of this By-law shall, in addition to any other remedy available to the Town, be liable to have such License revoked by the Town.

9. NOTICE BY THE CLERK OF REFUSAL TO ISSUE

- 9.1. When it appears to the Clerk or the Chief of Police that an applicant or Licensee should have his/her application refused or License revoked for any of the grounds set out in this By-law, the Clerk shall not issue the License, or shall revoke the License, as the case may be.
- 9.2. When the Clerk refuses to issue or refuses a license or revokes a License, a written notice shall be given advising the applicant or Licensee.
- 9.3. The written notice to be given under subsection 9.2 shall:
 - 9.3.1. set out the grounds for the refusal to license or revoking of license;
 - 9.3.2. give reasonable particulars of the grounds; and
 - 9.3.3. be signed by the Clerk.
- 9.4. Where any person is affected by a decision of the Clerk or the Chief of Police under this By-law such person may appeal the decision or cancellation to Council in writing within fourteen (14) days of the date of the order, decision or cancellation (as the case may be) to appear at a hearing before Council providing the written letter states the fact of the appeal and the reasons for the appeal.

10. DUTIES OF TAXICAB BROKER

- 10.1. Operate in accordance with the provisions of this By-law and all applicable legislation;
- 10.2. No license shall be issued to an applicant for a taxicab broker license unless and until the Town has been furnished with satisfactory proof that the applicant is at least twenty-five (25) years of age;
- 10.3. The premises from which it is proposed to carry on the business:
 - 10.3.1. Complies with the Development Permit By-law and property standards requirements of the Town; and

- 10.5.1.1. Ownership of the business has changed; or
 - 10.5.1.2. The Town deems it necessary to provide 24 hour service based on the monitoring records or complaints.
- 10.6. Ensure, where taxicab dispatch service is provided on behalf of the taxicab broker by a person other than the taxicab broker or his/her employee, that such person is:
- 10.6.1. Licensed as a taxicab broker under this By-law; and
 - 10.6.2. Directed to inform the person requesting taxicab service is a taxicab affiliated to a broker other than the broker requested to provide taxi service will be responding to a request for taxi service;
- 10.7. Not permit or allow any person not licensed as a taxicab driver under this By-law to operate any taxicab displaying identifying marks or equipment, meters or signs indicating that such person is operating a taxicab affiliated to the taxicab broker dispatch service;
- 10.8. Not accept calls for, or in any way dispatch or direct calls to taxicabs where:
- 10.8.1. The taxicab owner does not hold a license issued under this By-law;
 - 10.8.2. The license of the taxicab owner is under suspension; or
 - 10.8.3. The taxicab driver is not licensed under this By-law;
- 10.9. Maintain a record of all the taxicabs dispatched, including the date, time, original and destination of each trip made by his/her taxicab(s), the driver and the taxicab used;
- 10.10. Retain the records referred to in Subsection 10.9 hereof for a period of not less than twelve months and shall produce these records for inspection immediately upon request for the Clerk, By-law Enforcement Officer or by the Chief of Police;
- 10.11. Have the right to refuse to provide taxicab service to a person who:
- 10.11.1. Has not made payment for an previous trip;
 - 10.11.2. Refuses to pay by any form of remuneration acceptable to the taxicab broker;
- 10.12. Punctually dispatch taxicabs in order that taxicab drivers may keep all engagements;
- 10.13. Inform a person requesting taxicab service of the approximately time of any delay in providing taxicab service of the approximately time of any delay in providing taxicab service before accepting a request for taxicab service; and

aggregate for any negligent acts or omissions by the taxi or limousine company. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; products & completed operations; owners & contractors protective; occurrence property damage; employees as Additional Insured(s); contingent employers liability; cross liability and severability of interest clause.

Such insurance shall add the Town of Gananoque as Additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Town. The taxi or limousine company shall indemnify and hold Town of Gananoque harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions whether willful or otherwise by the taxi /limousine company, their drivers, officers, employees or other persons for whom they are legally responsible.

11.2.1. The said policies shall clearly acknowledge that the vehicle is being used for purposes of a Taxicab or Limousine service and shall include all necessary coverage as are reasonable for the transportation of persons and/or property.

11.2.2. The policy or policies of insurance shall be endorsed to provide that the policy or policies shall not be altered, cancelled or allowed to lapse without 30 days written notice to the Town.

11.2.3. No person shall be granted a Taxicab Owner's license or a Limousine Owner's license or renewal thereof unless proof of insurance or letter of certification, addressed to the Town is provided to the Clerk for each vehicle which certifies that the policy or policies of insurance obtained by the Owner are in full force and effect and in accordance with all of the requirements of this By-law.

11.2.3.1. Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death, passenger hazard and damage to property with a limit of not less than \$2,000,000 inclusive for each and every loss. The policy shall be endorsed to include the OPCF#6A - Permission to carry paying passengers

11.2.4. Every Taxicab Owner's license and Limousine Owner's license shall automatically be revoked upon the cancellation, suspension or termination of the relevant policy(cies) of insurance unless the taxicab or limousine has been taken out of service in accordance with Section 8.3 of this By-law.

11.3. Every Owner shall, in respect to each Taxicab or Limousine as the case may be, which he/she owns or leases, produce to the Clerk a current letter of certification for each Taxicab or Limousine (in accordance with the requirements of Section 11.2.3 of this By-law) at the time of application and shall be endorsed by the issuer that the Town shall receive written notice

By-law 2014-032 Taxi Licensing By-law

- 11.5. Every Owner shall notify the Clerk forthwith when any vehicle licensed to him/her under this By-law is involved in any collision or other accident, and shall supply a new Safety Standard Certificate prior to any further use of the vehicle as a Taxicab or Limousine.
- 11.6. Every Owner of more than one Taxicab or Limousine shall provide the Town with a list containing all the information, which the Town requires for each Taxicab or Limousine, and such list shall be updated by the owner to the Town, forthwith upon any additions and/or deletions to the Owners' fleet.
- 11.7. Every Owner shall display, in a prominent place in the interior of each Taxicab or Limousine, a copy of the Taxicab Owner's license or Limousine Owner's license and of the Taxicab Driver's license or the Limousine Driver's license showing a current photograph of the Taxicab Driver or Limousine Driver.
- 11.8. Every Owner shall display in a prominent place in the interior of each Taxicab or Limousine, a copy of the current fares to be charged for the conveyance of passengers or goods calculated in accordance with the provisions of the Town's Fees and Rates By-law.
- 11.9. Every Owner shall ensure that there is a display on the exterior of every Taxicab and Limousine owned by him or her which denotes that the vehicle is used for purposes of a Taxicab or Limousine and states the name of the taxi or limousine business or company. The license number/plate supplied by the Town bearing the license identification number shall be affixed securely on the rear, left side of the bumper of the vehicle. The plate shall not be removed or used by any other vehicle unless approval has been obtained by the Clerk, at the discretion of the Clerk.
- 11.10. Every Owner shall ensure that the plate shall be returned by the Owner to the Town within 24 hours of the license being revoked or within 24 hours of the time that the vehicle ceases operation as a Taxicab or Limousine licensed under this By-law.
- 11.11. If an Owner does not provide regular service or discontinues his/her Taxicab service for a period exceeding sixty (60) days his/her license will be suspended.
- 11.12. No Owner shall permit any person to drive or operate a Taxicab or Limousine unless such person holds a Taxicab Driver's license or a Limousine Driver's license issued to him or her under this By-law. A list of all drivers shall be maintained, filed and updated by the owner to the Town, forthwith upon any additions and/or deletions.
- 11.13. An Owner having three (3) or more taxicab licenses, shall ensure that Taxicab service is provided for twenty-four (24) hours per day, seven (7) days per week to persons requesting taxicab service.
 - 11.13.1. Notwithstanding Section 11.13 the existing Taxicab Broker, namely A-One Taxi, may continue the hours of Sunday to Thursday 5:00 am to 1:00 am and 24 hours on Friday and Saturday until:

permission to do so in areas designated commercial or employment lands.

11.14.2. Notwithstanding Section 11.14, a single vehicle may have a designated space at a Taxicab Driver's residence at the discretion of the Clerk.

12. Every Owner shall:

12.1. Keep an up-to-date record of all persons employed by him or her as Drivers;

12.2. Every Owner shall keep a record of the date, time, origin and destination of each trip, a list of the owner's name/s, taxicab or limousine license numbers, drivers' license number for all taxicab or limousine owners and drivers. Every Owner shall ensure records are maintained in a secure location in the business office for a period of twelve months and are open for inspection by any police officer and/or the Clerk from time to time and such records maybe removed and retained for a reasonable time by any such police officer and/or the Clerk.

12.3. Ensure at all times keep his/her Taxicabs or Limousines are:

12.3.1. clean, dry and in good repair as to its interior

12.3.2. in good repair as to its exterior;

12.3.2.1. paint must be one colour, unless it is a two tone design as approved by manufacturing specifications;

12.3.2.2. no peeling paints, dents or rust holes showing on the exterior body;

12.3.2.3. bumpers and grill must be in good conditions

12.3.2.4. equipped with proper wheel covers;

12.3.2.5. free from mechanical defects so as to meet the standards required for the issuance of a Province of Ontario Safety Standards Certificate; and

12.3.2.6. equipped with the license number/plate supplied by the Town bearing the license identification number.

12.4. Advise the Clerk and the Chief of Police in writing within twenty-four (24) hours of any person becoming employed by him or her as a Driver or of the termination of the employment of any person as a Driver;

12.5. Notify the Town in writing when a Taxicab or Limousine licensed under this By-law ceases operation, identifying the Taxicab or Limousine by the Vehicle Identification Number. Every Owner shall notify the Town in writing when a Taxicab or Limousine licensed under this By-law return to operation and provide an up to date insurance certificate for such vehicle in a form and amount as required by this By-law.

- 13.4. Every driver shall display in a prominent place in the interior of each Taxicab and Limousine, a copy of the Taxicab or Limousine Driver's license showing a current photograph of the Taxicab or Limousine Driver.
- 13.5. Every Driver while acting as such shall be suitably dressed, civil, and well behaved and shall, when receiving or delivering passengers, give such reasonable assistance in opening the door of his/her Taxicab or Limousine as the circumstances may require and shall deposit all luggage as directed, provided such direction is reasonable.
- 13.6. Every Driver when called to a house or other place for the reception of passengers shall notify the person calling the Taxicab or Limousine of his/her presence by going to the door of the house or other place and informing a grown-up person. A Driver may also signify his/her presence by reasonably sounding the horn of his/her Taxicab or Limousine.
- 13.7. A Driver shall give his/her Taxi Driver License Number and first name and the name of the Owner of the Taxicab or Limousine (if other than the Driver) upon the request of any passenger or of any person to whom or to whose property injury has been occasioned by the Driver of the Taxicab or Limousine.
- 13.8. Every Driver shall serve the first person offering to hire him, provided that the Driver may request payment of his/her fare or security for the payment of his/her fare in advance.
- 13.9. Every Driver shall ensure that no more passengers are transported in a Taxicab or Limousine at any one time than there are seat belts available for. It is the taxi driver's responsibility to ensure that the seat belt is available and in good working order. Taxi drivers are responsible for ensuring that passengers under the under of 16 are wearing seat belts.
- 13.10. Every Driver shall deliver all property, goods or money left in error by any passenger in the taxicab to such passenger, or notify such passenger where such property, good or money may be recovered, or if such passenger is unknown, delivery the property, goods or money to the Chief of Police.
- 13.11. No Driver operating a Taxicab or Limousine shall pick up any additional passenger or passengers, after such Taxicab or Limousine has been engaged by one or more passengers, unless the person or persons who originally engaged the Driver specifically agree to picking up such additional passengers.
- 13.12. Every Driver may refuse to serve a person offering to hire him or her if, in the opinion of the Driver there is sufficient cause. Sufficient cause may include previous unpaid fare(s), the Driver's personal safety may be at risk or reasons of sanitation.
- 13.13. Every Driver shall only park or stand a Taxicab licensed under this By-law while not in operation of conveying passengers or goods, in the off street parking space provided by the Owner in accordance with Section 11.14 of this By-law, and which parking shall be prohibited in municipally owned property.

- 14.2. The Taxicab or Limousine Driver, upon request, shall provide each passenger who has hired the taxicab with a receipt of the fare paid by the passenger upon the completion of the trip.
- 14.3. No Taxicab Driver shall publish fares or demand or receive fares other than those as set out in the **Fees and Rates By-law**.
- 14.4. Limousine fares shall be charged on an hourly, mileage or lump sum basis, provided that the total trip fare for any trip shall not total an amount less than the applicable fare for taxicab service for the same trip.
- 14.5. Every Limousine Owner licensed under this By-law shall lodge with the Clerk a current schedule of fees, and every driver of a limousine shall display in a prominent place in the interior of each limousine, such current fee schedule. Any change to the schedule of fees shall be reported forthwith to the Clerk and the new fee schedule shall be prominently displayed in each limousine.

15. PASSENGER CONDUCT

- 15.1. No person employing a Taxicab or Limousine shall refuse to pay the fare authorized by this By-law.
- 15.2. When a dispute arises between the passenger and a Taxicab or Limousine Driver respecting the fare to be charged for taxicab services, the person hiring the taxicab may refer to the dispute to the Chief of Police for investigation and appropriate action.

16. ACCESSIBILITY

- 16.1. Owners and Drivers providing taxi services and limousine services shall:
 - 16.1.1. provide service to persons with disabilities able to use taxi vehicles and limousines, including those using mobility aids or service animals;
 - 16.1.2. assist passengers with disabilities in boarding/de-boarding vehicles except where drivers have recognized medical exemptions; and
 - 16.1.3. assist with the safe and careful stowing of mobility aids when requested to do so by the passenger.
- 16.2. Owners and Drivers providing taxi services and limousine services shall not:
 - 16.2.1. refuse to provide service to a person with a disability because the person's disability results in appearance or involuntary behaviour that may offend, annoy, or inconvenience employees or other persons unless the person poses a danger to other passengers, employees or themselves;
 - 16.2.2. prohibit a person with a disability from traveling with medical aids (e.g. respirator, portable oxygen supply) allowed under relevant health and safety laws and regulations;

17. ACCESSIBLE TAXI SERVICE

- 17.1. There may be issued, in addition to the maximum number of licenses under Section 2.1 taxicab licenses, which may be issued pursuant to this By-law, accessible taxicab owners' licenses for those companies for specialized transportation services.
- 17.2. All the provisions of this By-law in respect of Taxicab owners, drivers and vehicles shall apply to owners and drivers of Accessible Taxicabs.
- 17.3. In addition to the requirements for vehicles set out in this By-law, vehicles to be licensed as Accessible Taxicabs shall, as a minimum, permit the loading, transportation and off-loading of persons utilizing a wheelchair in compliance with all federal and provincial legislation governing the transportation of disabled persons.
- 17.4. The Accessible Taxicab Driver shall ensure that all wheelchairs being transported within the Accessible Taxi are securely fastened so as to prevent them from moving when the Accessible Taxi is in motion;
- 17.5. The Accessible Taxi vehicle shall have affixed to the left side of the rear bumper the Accessible plate supplied by the Town.
- 17.6. No person shall drive an Accessible Taxi without first having completed a Wheelchair and Occupant Restraint System Training/Transportation Program with respect to handling, safety, restraint, transportation, care and safety of passengers with disabilities. Written proof outlining the record of training and the training the driver received shall be provided to the Clerk. The trainer and the driver shall sign the certificate of training.
- 17.7. The Accessible Taxi will be available to those persons who have mobility issues and have challenges getting in and out of the regular taxi.
- 17.8. During the hours when not in demand as an Accessible Taxi, the Accessible Taxi may operate as a regular taxi. The Accessible Taxi shall offer exclusive priority to request made by, or on behalf of, a person with a disability requesting Accessible Taxi Service.
- 17.9. Every driver of an Accessible Taxi shall render all assistance required by a disabled passenger to enter and exit the taxi safely.

18. ENFORCEMENT/INSPECTION/PENALTIES

- 18.1. The By-law Enforcement Officer or Chief of Police may periodically inspect any Taxicab or Limousine and/or its equipment and every Taxicab or Limousine Owner or Driver shall, when requested, produce a valid license to said officer for inspection.
- 18.2. If the inspection results in a taxicab being found to be in an unsafe or hazardous condition or as per Section 12.3.2.5, the By-law Enforcement Officer or Chief of Police:
 - 18.2.1. Shall require the taxicab to be placed in a safe condition within fourteen (14) days therefrom; and
 - 18.2.2. May suspend the licence for a period not exceeding fourteen (14) days; and
 - 18.2.3. Shall require the submission of the taxicab to further inspection to be held within the aforesaid fourteen (14) days. Holidays and weekends will not be counted for the purposes of determining the aforesaid.

- 18.5. Where the holder of a license issued under this By-law fails to comply with the requirements of this By-law, the Clerk shall suspend the license until the holder has complied with the terms and conditions of the By-law. Where the holder of a license issued under this By-law is found to be non-compliant on a second and subsequent occurrence, the Clerk shall revoke the license.
- 18.6. Every person who contravenes any provision of this By-law shall be liable to have such License revoked by the Town and shall be guilty of an offence. Upon conviction such person is liable to fines and penalties as are authorized under the Provincial Offences Act, R.S.O. 1990, c.P.33 as amended, and all such fines shall be recoverable pursuant to the provisions of the Provincial Offences Act.
- 18.7. Upon a conviction being entered, the Court in which the conviction was entered and any Court of competent jurisdiction thereafter may, in addition to any other remedy and to any penalty imposed in this By-law, make an Order prohibiting the continuation or repetition of the offence by the person convicted.

19. EXEMPTIONS

- 19.1. The provisions and requirements of this By-law shall apply to a motor vehicle used exclusively for conveying passengers or goods pursuant to a written agreement with the Town or any School Board or any other public body or agency, but not to School Board transportation vehicles, public transit vehicles or other public conveyance mechanisms.
20. Any and all prior taxi By-laws are hereby repealed.
21. This By-law shall be read with all changes of gender or number as are required by the context or the circumstances.
22. The headings in this By-law are included solely as a convenience and in no way are intended to modify, alter or detract from the provisions of this By-law.
23. In the event any provisions of this By-law are deemed invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.
24. This by-law shall be in force and take effect immediately upon the passing thereof.

READ A FIRST AND SECOND TIME THIS 18th DAY OF MARCH, 2014.



Mayor, Erika Demchuk



Clerk, Bonnie Dingwall

READ A THIRD TIME AND FINALLY PASSED THIS 06th DAY OF MAY, 2014.

MEDIA RELEASE

FOR IMMEDIATE RELEASE

February 19, 2026

Counties Council Approves 2026 Budget with 2.46% Tax Rate Increase

Counties Council has approved the 2026 budget, which includes a 2.46% tax rate increase over 2025. The United Counties of Leeds and Grenville will collect \$56.3 million from property taxpayers this year to support key services and capital investments.

The 2026 budget outlines total expenditures of \$160.5 million, including \$40.4 million dedicated to capital projects.

"This year's budget continues to strengthen our asset and financial planning, with an emphasis on long-term infrastructure renewal," said Counties Chief Administrative Officer Al Horsman. "Our investments focus on affordable housing, enhanced paramedic response, and public works infrastructure. These priorities are being advanced with an increased awareness of accessibility, communication, and climate resilience to support sustainable community growth."

Because a Province-wide property assessment update did not occur again in 2026, the median non-waterfront residential property in Leeds and Grenville remains assessed at \$234,000. The approved tax rate will increase the Counties portion of taxes on this property by approximately \$25.95.

"With the hard work of staff, Counties Council has approved a 2026 budget that responds to current financial conditions," said Warden Corinna Smith-Gatcke. "This budget puts us in a stronger position to meet future infrastructure needs. Given the potential for a much higher increase, I am very pleased with the collaboration among Council and staff to deliver a fiscally responsible result in a time of compounding financial pressure."

For more information, contact Treasurer Pat Huffman at 613-342-3840, ext. 2468.

-30-

Media inquiries:

John Kalivas, Communications Coordinator
United Counties of Leeds and Grenville
25 Central Avenue W., Suite 100, Brockville, ON, K6V 4N6
613-342-3840 ext. 2454 or John.Kalivas@uclg.on.ca

A decorative graphic in the bottom right corner consisting of overlapping curved shapes in maroon and teal colors.

The logo for Southeast Public Health features three stylized leaves in orange, green, and blue.

Southeast Public Health

Media release

For immediate release
February 17, 2026

Southeast Public Health Board of Health holds special meeting to move forward in 2026

The Southeast Public Health Board of Health remains committed to leading the work of strengthening public health across the entire southeast region. At the call of the Chair, the Board met for a special meeting on Tuesday, February 10 in Kingston.

At the meeting the Board passed a motion to engage a third-party consultant to begin work on a strategic plan and to help develop a clear vision for the future. The Board also passed a resolution that places a pause on further implementation of the Rural Services Delivery Strategy, as well as all branch office closures, until the strategic plan is approved.

“Our communities can be proud of this Board, and confident in their skills and expertise, as well as their professionalism, compassion, and dedication. Together, the Board is moving forward to deliver on its strong commitment to the success of the merger, and the strengthening of public health in our region.”
– Chair Nathan Townend

The next meeting of the Board of Health is scheduled for Wednesday, February 25.

-30-

Media contact:
Communications@SoutheastPH.ca

The Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

February 19, 2026

Re: Mayoral Authority and Municipal Police Budget Sustainability

Dear Premier Ford,

I am writing to express concern regarding the province's current position that limits a mayor and council's ability to meaningfully reduce or amend police service budget proposals once they have advanced through local police governance structures.

Municipal leaders across Ontario are operating within an increasingly constrained fiscal environment. Escalating administrative costs, combined with sustained growth in police budgets, are placing significant pressure on municipal finances. Without the tools to influence or moderate these expenditures, municipalities are left financially vulnerable, undermining long-term stability and responsible budget planning.

Mayors and members of council are accountable to residents for overall municipal fiscal health. However, under the province's current interpretation, they lack sufficient authority to address one of the fastest-growing areas of local spending. This creates a clear imbalance in accountability, where elected leadership bears responsibility for budget outcomes without the ability to manage risk, respond to local conditions, or ensure alignment with broader municipal priorities.

You have recently noted that education costs have become unsustainable, and the Minister of Finance has expressed similar concerns regarding health care expenditures. Policing costs present the same challenge, with the added constraint that mayors are now unable to intervene. This limits a municipality's capacity to balance competing service demands, invest in preventative and social supports, and respond flexibly to emerging community priorities, including housing. Over time, this approach risks crowding out essential services and capital projects while placing increased pressure on taxpayers.

In Sarnia, veto authority was used for the first time, and only with respect to capital funding. The operational police budget, which has increased by 40% over the past four years, was left untouched. The mayoral veto removed a proposed \$5 million capital item that would have committed the municipality to a long-term financial obligation estimated to reach \$120 million. Allowing such exposure without intervention would have been fiscally irresponsible and inconsistent with the principles of responsible municipal governance. The existing building was reported to be suitable for upgrades and maintenance at a cost of approximately \$5 million; however, the Sarnia Police Board and Chief have insisted that the Cadillac of all buildings is required. Proceeding with this option would saddle the taxpayers with substantial long-term debt and sustained tax increases for decades to come.

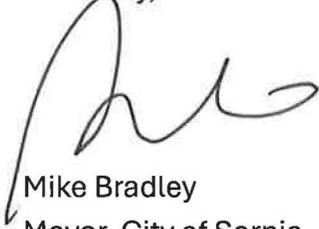
After 21 years of carrying municipal debt, the City of Sarnia has just recently achieved the distinction of being one of the few debt-free cities in Ontario. Under the current framework, renewed debt will become unavoidable, with financial impacts extending to future generations.

While this issue may not yet have arisen in every municipality responsible for funding and overseeing its own police service, the experience in Sarnia illustrates a challenge that other mayors may reasonably face in future budget years. As policing and capital costs continue to escalate, circumstances will emerge where elected municipal leaders are required to intervene to protect long-term fiscal sustainability. This is a critical issue that warrants careful reconsideration. I have therefore copied Heads of Council for municipalities across Ontario to unite in encouraging an approach that better aligns accountability with decision-making and supports more sustainable municipal governance across Ontario.

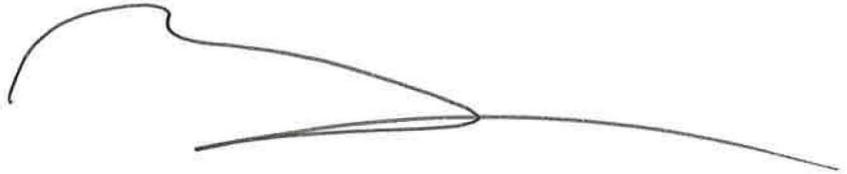
Given the practical implications for municipal budget deliberations and fiscal planning, I believe this matter should be addressed in advance of the next municipal council taking office. I respectfully urge the province to engage with municipalities on this issue and to explore legislative or policy adjustments that would provide local elected leaders with the tools necessary to manage fiscal pressures responsibly, transparently, and in the best interests of their communities.

I appreciate your attention to this issue and look forward to the province's consideration of next steps.

Sincerely,



Mike Bradley
Mayor, City of Sarnia



Cc: The Honourable Michael S. Kerzner, Solicitor General
The Honourable Rob Flack, Minister of Municipal Affairs and Housing
The Honourable Peter Bethlenfalvy, Minister of Finance
Heads of council for municipalities across Ontario
Bob Bailey, MPP for Sarnia-Lambton
Sarnia City Council

Encl.: [CBC News February 18, 2026 - Province tells Ontario mayors they can't use 'strong powers' on police budgets | CBC News](#)

[CTV News February 18, 2026 - Sarnia Police Board weighing options in efforts to build new headquarters](#)

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London

Province tells Ontario mayors they can't use 'strong powers' on police budgets

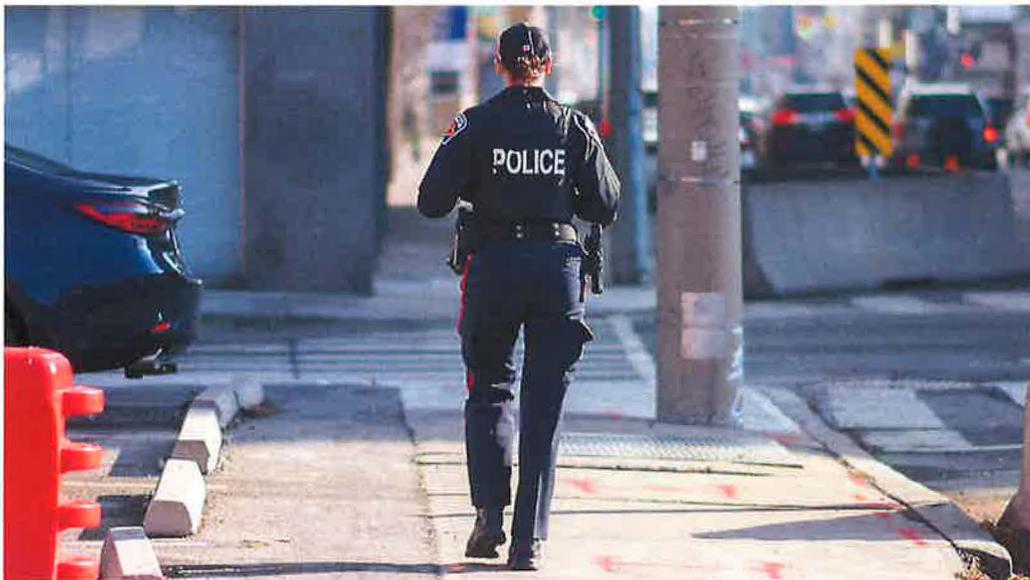
Finance expert says province needs to review fiscal relationship with municipalities to keep up with costs

Isha Bhargava · CBC News · Posted: Feb 18, 2026 5:00 AM EST | Last Updated: February 18



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Estimated 5 minutes



A file photo of a police officer walking in downtown Hamilton, Ont. (Bobby Hristova/CBC)

The Ontario government is reminding municipal leaders that they cannot use their provincially granted "strong mayor powers" to challenge or limit police budgets.

This comes two months after Sarnia's mayor vetoed his city's police budget request of \$5 million for a new police headquarters, in what's led to an ongoing battle over the city's police funding.

In a letter sent to mayors and police board chairs in January, the province reiterated that municipalities are required to provide police boards with "sufficient funding" to comply with the Community Safety and Policing Act (CSPA).

"The Head of Council's strong mayor budget powers do not include the power to limit police service board budget increases or veto estimates submitted by police service boards," Solicitor General Michael Kerzner and Municipal Affairs Minister Rob Flack wrote in their Jan. 12 letter.

"Although municipalities are not required to adopt the board's estimates as submitted, they cannot approve or reject specific line items within the estimates."

- **Less than half of 'strong mayors' were using powers before Ontario expanded system: reports**

Municipal budgets include estimates of amounts required during the year and includes various boards, the letter explains. A police service board must submit their operating and capital costs to municipalities, which then establish the service's overall budget.

Premier Doug Ford's government created the strong mayor system in 2022 and it now applies to 216 mayors. The powers give the leaders control over appointments, the ability to hire and fire most city staff, vetoes over some council votes and the ability to pass some bylaws with support of only a third of council support.

'We can't chop public safety' says Premier

When asked by CBC about the issue of strong mayor powers relating to police budgets on Tuesday, Ford said investments in public safety need to be a top priority.

"We can't chop safety and protecting communities," Ford told reporters. "We need to make sure our priority is keeping our community safe because right now people don't feel safe. So we have to continue investing in our police, give them the tools they need to keep our community safe."

Sarnia Mayor Mike Bradley disagrees arguing the legislation prevents municipalities from balancing the needs of police and taxpayers. He said Sarnia police has received a 45 per cent operational increase over the last four years, and he only vetoed one capital spending item which the city cannot afford this year.



Sarnia's Mayor Mike Bradley says police budget increases in recent years have led to spending cuts in other city projects. (Facebook)

"The province has just wiped out our ability to control spending in our own communities. In most cases [police budgets] run from 30 to 40 per cent of the

municipal budget, so what the Ford government is saying is that councils and mayors cannot touch it," he said.

"So the message is, police boards who are unaccountable, can now just set the budget and the taxpayers have to pay. That's a pretty shocking statement from Queens Park."

Bradley argues he has supported increasing police budgets for frontline services, which have been substantial over the years and have led the city to cut back on spending for other projects.

In its letter, the province clarifies that there are dispute resolution mechanisms under the CPSA, namely arbitration, when a council disagrees with a police board's budget request.

Municipalities limited in challenging police budgets

However, proving a case against the police can be difficult for municipal councils who don't often have the capacity or technical knowledge to offer a challenge, said Nigel Bellchamber, a London, Ont., consultant specializing in municipal finances.

"It's a high bar that the municipality has to meet in order to succeed in an arbitration," he said, noting that municipalities are tasked with funding a variety of services whose costs outpace inflation.

"As a result, there are some significant challenges and tough decisions being made as to prioritizing capital expenditures in municipal budgets. So councils and municipal staff, whether you're in a strong mayor situation or not, they're all caught in a very difficult situation."



Nigel Bellchamber is a consultant in London, Ont., who specializes in municipal finances (Nigel Bellchamber/LinkedIn)

Bellchamber said the provincial and municipal fiscal relationship hasn't been properly reviewed in about 25 years and it needs to be revisited to respond to changing economic demands.

London's Mayor Josh Morgan agrees. His council approved a historic \$672-million investment in police spending during the last four-year budget, and while he's satisfied with the results of crime trending lower in the city, ballooning police budgets are a concern for municipalities, he said.

"Obviously when the largest portion of your budget is increasing by a fair amount, that's concerning in multiple ways," said Morgan.

"It's difficult for a municipality to shoulder all of the necessary investments in public safety that we need to make with all of the other things that we're obligated to do, and with the revenue streams we have available to us."

Morgan said it's important for municipalities to partner with provincial and federal governments to seek "broad-based, stable multi-year support for public safety funding."

In London's case, Morgan notes the police returned more than \$2.3 million to city coffers in the budget's first two years.

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Questions of 'strong mayor' veto powers remain after province attempts to clarify police budgets

By [Bryan Bicknell](#)

Published: February 18, 2026 at 5:14PM EST



The provincial government says municipalities can't use strong mayor powers to limit police budgets. CTV's Bryan Bicknell with local reactions.

The chair of the Sarnia Police Service Board says the board is still weighing options in its bid to build a new police headquarters.

The comments follow a letter from Ontario's Solicitor General to municipalities that mayors cannot use so-called strong mayor powers to challenge police budgets.

"We sent the letter to council requesting that the veto to be vetoed, basically, and that the five million [dollars] be added back into the budget," explained Board Chair Kelly Ash. "We are re-evaluating, looking to see what we can get accomplished with the funds that we do have, while still hoping that council does deliberate over the \$5 million so that we can get started."



Sarnia Police Board Chair Kelly Ash speaks to CTV News via Zoom on Feb. 18, 2026. (Bryan Bicknell/CTV News London)

Late last year Sarnia Mayor Mike Bradley vetoed the city's police budget request of \$5 million to begin work on a new police headquarters. Bradley insists he's not about to re-open the city budget.

"This idea that police boards now, without any accountability, they're not elected and they don't report to the public and you can't remove them, will now be able to say to any town, 'This is how much money we want each year, and govern yourself accordingly. You're going to have to find money or kill other projects that are really important to your community because we're number one,'" he said.

In London, the police budget has also been a sensitive item.



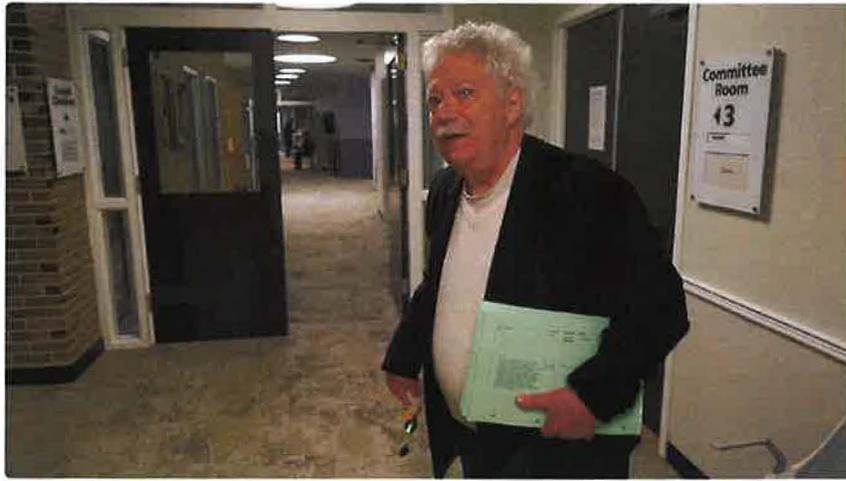
London, Ont. Mayor Josh Morgan speaks to CTV News on Feb. 18, 2026. (Bryan Bicknell/CTV News London)

The most recent police budget passed two years ago in the city's four-year budget cycle increased police spending by \$672 million.

The London Police Service has since returned \$2.3 million in a bid to keep municipal property taxes at bay, explains London Mayor Josh Morgan.

"It's a pretty high bar to set for a municipality to not supply the budget, which is why my approach has been to work closely with the police board as a member of the board. And this board has returned dollars for the past two years," Morgan said.

Introduced in 2022 for Ontario's largest urban centres, strong mayor powers were expanded last year to include all 216 Ontario mayors. At least one legal opinion suggests this was when questions of interpretation began to arise.



London, Ont. Coun. Sam Trosow speaks to CTV News on Feb. 18, 2026. (Bryan Bicknell/CTV News London)

London Coun. Sam Trosow is a retired Western University law professor. He believes the strong mayor legislation was rushed.

"I think if it was the intention of the legislature to categorically exempt police services matters from the act they would have or they should have said so. And they probably rushed this through so quickly, maybe they didn't even bother to think about it," he explained.

"But I think that the mayor of Sarnia is within his rights to challenge this part of the budget," Trosow said.



Sarnia Mayor Mike Bradley speaks to CTV News via Zoom on Feb. 18, 2026. (Bryan Bicknell/CTV News London)

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