

REGULAR COUNCIL MEETING AGENDA
Held on Wednesday, April 8, 2026, at 5:00 PM
In-Person Town Hall Council Chambers 2nd Floor

Teleconference Toll Free Number – 1-833-311-4101
Access Code: 2862 344 2960

Video Conference Link: [Click Here](#)
Access Code: 2862 344 2960

1.	Call Meeting to Order
2.	Disclosure of Pecuniary Interest & General Nature Thereof
3.	Canadian National Anthem
4.	Land Acknowledgement Statement
5.	Public Question/Comment (Only Addressing Motion(s) or Reports on the Agenda)
6.	Disclosure Additional Items
7.	Delegations – None
8.	Presentations/Awards/Deputations
	1. Paul Harding – Certificate of Recognition
9.	Mayor’s Declarations – None
10.	Unfinished Business
	Melanie Kirkby, CAO
	Council-CAO-2026-05 – Stone South Condominium Corporation Requests to Council
	David Armstrong, Manager of Public Works
	Council-RDS-2026-05 – Proposed Pedestrian Crosswalk Installation – Stone Street North at North Street
	Council-RDS-2026-06 – Amend Traffic and Parking By-law No. 2015-070 – Garden Street Speed Limit and Stop Sign

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.

11.	Motion #26-057 – Approval of Minutes – Wednesday, March 18 and Friday, March 20, 2026
12.	Staff Reports
	Rich Swann, Chief of Police
	Council-POL-2026-01 – Court Security and Prisoner Transportation Program (CSPT)
	Jeff Johnston, Manager of Parks, Recreation and Facilities
	Council-REC-2026-05 – Klevr Hockey Super League – Request to Rent the Lou Jeffries Arena – Weekend Tournament in December 2026
	David Armstrong, Manager of Public Works
	Council-RDS-2026-07 – Temporary Staffing Request – Asset Management Data Coordinator
	Council-RDS-2026-08 – Award of Contract – Backhoe Loader Replacement
	Council-UTIL-2026-05 – Award of Contract – 110 Kate Street – Maintenance and Renovations
	John Morrison, Treasurer
	Council-FIN-2026-07 – 2025 Treasurer’s Statement – Development Charges Reserve Fund
	Council-FIN-2026-08 – 2025 Statement of Council and Board Remuneration and Expenses
	Penny Kelly, Clerk
	Council-CSC-2026-01 – Integrity Commissioner – Extension of Agreement
13.	Motions (Council Direction to Staff) – None
14.	Correspondence
	1. Paul Harding – Alto High-Speed Rail
	2. The Royal Canadian Legion Ontario Command – Military Service Recognition Book – Request for Support
	3. Tony Fleming, Integrity Commissioner – 2025 Annual Report
	4. Cataraqui Conservation – 2025 Audited Financial Statements for December 31, 2025
	5. City of Sarnia – Strengthening Municipal Accountability and Public Trust (Bill 9)
15.	Notice Required Under the Notice By-law – None
16.	Committee Updates (Council Reps)

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17.	Discussion of Additional Items
18.	Questions from the Media
19.	Closed Session
	<input checked="" type="checkbox"/> A Position, Plan, Procedure, Criteria or Instruction to be Applied to any Negotiations Carried On or to be Carried on by or on Behalf of the Municipality or Local Board <ul style="list-style-type: none"> • Three (3) Items
	<input checked="" type="checkbox"/> Personal Matters Concerning an Identifiable Individual, Including Municipal or Board Employees <ul style="list-style-type: none"> • One (1) Item
20.	Confirmation By-law
	By-law No. 2026-025 – Confirm the proceedings of Council for the meeting held on Wednesday, April 8, 2026
21.	Next Meetings: Wednesday, April 22, 2026 at 5:00 PM
22.	Adjournment

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

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.

Report Council – CAO-2026-05

Date: April 8, 2026 **IN CAMERA**
Subject: Stone South Condominium Corporation Requests to Council
Author: Melanie Kirkby, CAO **OPEN COUNCIL**

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVES FOR INFORMATION THE STONE SOUTH CONDOMINIUM CORPORATION REQUESTS TO COUNCIL REGARDING 129 SOUTH STREET REQUESTS TO COUNCIL, AS PRESENTED IN REPORT COUNCIL CAO-2026-05.

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 February 18, 2026, Council meeting Howard Allan, Treasurer for the Stone South Condominium Corporation, appeared before Council and presented a PowerPoint presentation entitled “Stone & South LSCC47 Condominium Corporation”.

Mr. Allan and members of the LSCC47 Board had met with the Mayor and Staff on October 10, 2025. They presented their concerns at that meeting, but the majority of the issues relate to various by-laws, so could not be addressed by Staff.

The Presentation detailed several concerns and asks from the Condo Board.

Council subsequently passed the following motion:

Motion #26-035 – Stone South Condominium Corporation Request to Council – Direction to Staff

Moved By: Councillor Harper

Seconded By: Councillor Kirkby

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE DIRECTS STAFF TO BRING BACK A REPORT ADDRESSING THE VARIOUS REQUESTS PRESENTED TO COUNCIL BY THE STONE SOUTH CONDOMINIUM CORPORATION ON FEBRUARY 18, 2026.

CARRIED – UNANIMOUS

INFORMATION/DISCUSSION:

The Stone South Condominium building, located at 129 South Street, was built by Kingston based CaraCo Development Corporation. The Development Permit was approved with Council Motion #18-140.

Staff from various Departments have compiled the background information that relates each of the points in Mr. Allan's presentation. Below is an excerpt from the PowerPoint presentation with each of the seven (7) requests, each followed by corresponding background information notes. The content from the Condo Board is in bold to differentiate from Staff responses.

Our Request from The Town:

1. Consider adjusting Water Rate Study to account for future grants and future debt to be more competitive with local municipalities.

The 2026 Wastewater rates were adjusted to reflect the Housing Enabling Water Grant of \$5,798,234 and the Water Health and Safety Grant of \$6,455,937. The current Water / Wastewater Financial Plan includes \$3,500,000 of borrowing.

2. Is it fair for current taxpayers to pay 100% of future capital projects?

Current tax payers are not paying 100% of future capital projects. The Town currently has 1\$ for every \$3.40, or 29% required to fund the Asset Management Plan 10 Year Schedule of capital projects.

3. Is interest allocated to the significant reserves that are being accumulated for water and sewer or is this subsidized by property taxes (at what rate)? Study proposed interest of 1.5% but investment earnings should exceed that amount.

Yes, interest is allocated, at actual interest rates, to the water and wastewater reserves, based on the calculation of quarterly balances, by analysing the quarterly operating expenses, capital expenses and revenue collection. This working paper is reviewed annually by the audit team.

4. Consider providing a credit for excess penalties and interest and changing the policy to accept monthly or quarterly payments.

Water Lot Lease:

The original marina plan for the lease was submitted by CaraCo. Despite significantly reducing the footprint of the marina plan, the original plan was submitted to the Town. This represented a significantly larger marina footprint than what was actually built.

We believe the Town was aware of the smaller footprint.

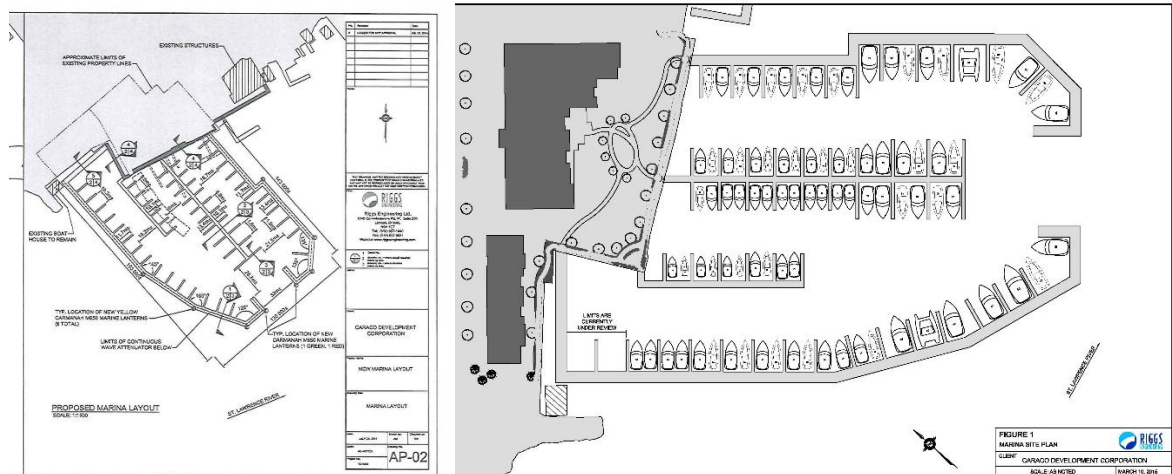
For a number of years, we were paying for space that was based on the original plan submitted, not the actual footprint of the marina. It took 18 months to meet with the Town, secure an updated marina survey, and wait for the survey to be officially filed. This resulted in a reduction of the water lot lease in January 2025. Meanwhile, we have been overpaying for several years

Preface: DP2014-07 Riviya Developments Inc., applied for 105 boat slips proposing 89 residential units on the site. Council passed the following motion:

Council Motion #15-093 dated March 12, 2015

Be it resolved that the applicant be required to reduce the number of docking spaces to a maximum of 89 prior to the Development Permit DP2014-7 being approved with the following conditions:

1. That an Erosion and Sediment Control Plan be prepared and approved to the satisfaction of the Town and the CRCA.
2. That a Grading, Drainage and Landscape Plan be approved to the satisfaction of the Town and the CRCA.
3. That no construction occurs within the spring spawning season.
4. That the applicant obtains all necessary permit approvals from the CRCA under Ontario Regulation 148/06 prior to site alteration and construction.
5. That the applicant obtain all necessary approvals from Transport Canada.
6. That the applicant obtain all necessary approvals from Fisheries and Oceans.
7. That the applicant enter into a Waterlot Lease Agreement with the Town.
8. That final design come back to Council for approval.



Drawing attached to application DP2014-07 (not approved)

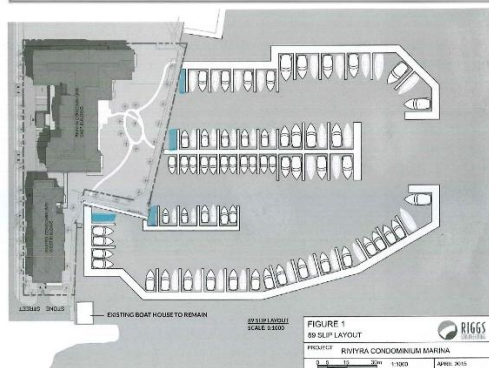
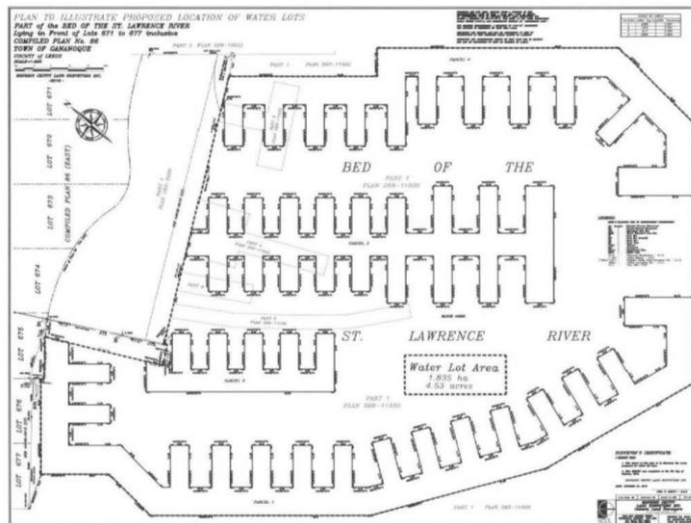
Preface: Council Report 2015-24 (Riviya Developments) was to consider if the Council Motion 2015-093 had been met to reduce the number of slips to 89. Council passed the following motion:

Council Motion #15-260 dated August 11, 2015

WHEREAS Council Motion #15-093 adopted on March 12, 2015 provided specific conditions of approval for Development Permit DP2014-7 - Riviya Developments of which one was that a maximum number of 89 boat slips were permitted.

NOW THEREFORE be it resolved that Council accepts the July 28, 2015 recommendation of the Planning Advisory Committee and hereby provides that said condition has been met.

AND FURTHER that all other conditions indicated in Council Motion 2015-093 shall remain as requirements to be fulfilled.



Survey completed by Hopkins Chitty - 4.53 acres = 18,332 sq. m.

The corresponding Waterlot Draft Lease was prepared in 2016 with Stone and South (Rivyra) Condominiums for 18,332 sq. at \$1.94 = \$35,564.08. This was not signed.

Stone and South then submitted a re-design to increase the number of residential condo units from 89 units to 125 units which was approved May 17, 2016 under Resolution No. 2016-126.

PAC then recommended and Council considered a motion to reduce the number of dwelling units from 125 to 70 and the number of docking slips to 44.

PAC Motion No.2018-034 dated September 25, 2018

THAT PLANNING ADVISORY COMMITTEE recommends to Council the approval of DP2014-07, to reduce the maximum number of dock slips to 44 provided that all prior conditions for the previously approved application continue to apply.

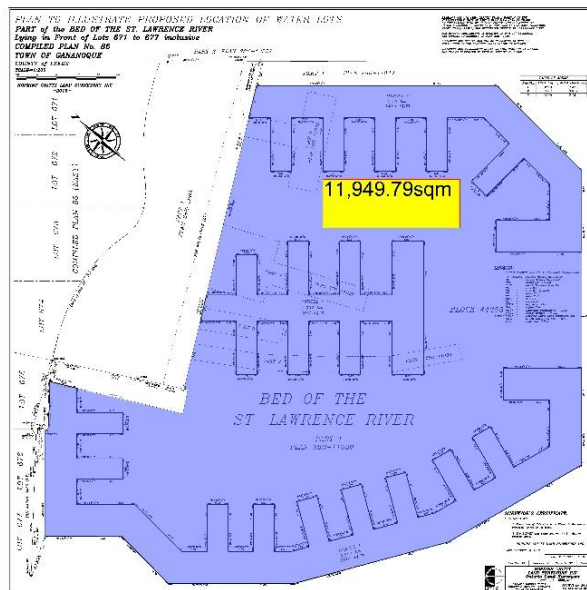
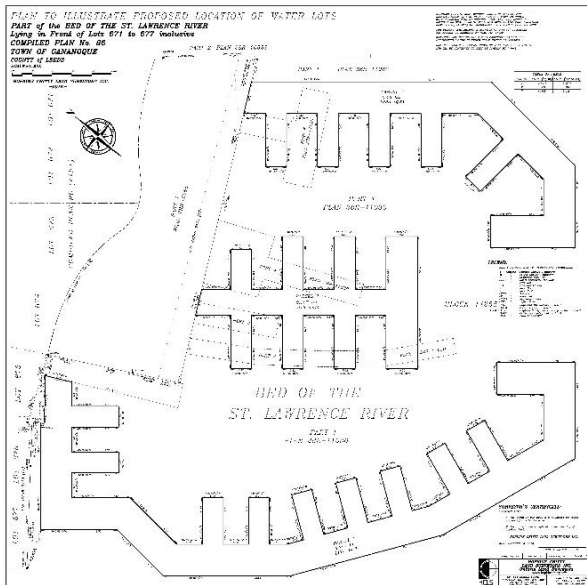
Council Motion No.2018-140 dated October 2, 2018

AS RECOMMENDED BY THE PLANNING ADVISORY COMMITTEE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE APPROVES DP2013-04 STONE AND SOUTH AT 129 SOUTH STREET TO REDUCE THE NUMBER OF DWELLING UNITS FROM 125 TO 70 PROVIDED THE CONDITIONS AS OUTLINED IN COUNCIL REPORT CD-2018-10 ARE MET AND THE OWNER ENTER INTO AN AMENDING AGREEMENT WITH THE TOWN

WITHIN 1 (ONE) YEAR OF APPROVAL, AS PRESENTED IN COUNCIL REPORT CD-2018-10.

Council Motion No.2018-141 dated October 2, 2018

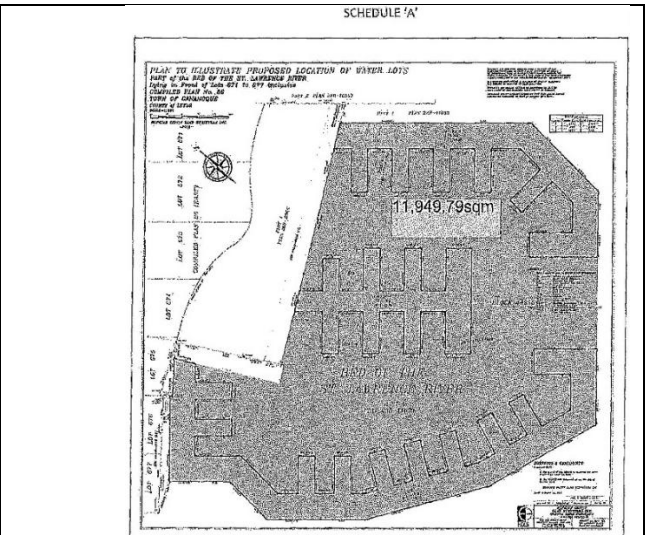
AS RECOMMENDED BY THE PLANNING ADVISORY COMMITTEE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE APPROVES DP 2014-07 STONE AND SOUTH BEING A WATERLOT ADJACENT 129 SOUTH STREET TO REDUCE THE NUMBER OF DOCKING SLIPS FROM 87 TO A MAXIMUM OF 44 PROVIDED THE CONDITIONS AS OUTLINED IN COUNCIL REPORT CD-2018-11 ARE MET, AS PRESENTED IN COUNCIL REPORT CD-2018-11.



Survey by Hopkins Chitty – 11,949.79 sq.m.

Subsequent to the second survey, a Waterlot Lease was signed December 19, 2019 with Stone and South Development Inc for an area of 11,949.79 sq. m. at \$1.94 per = \$23,182.59

Schedule A Plan in signed Agreement:

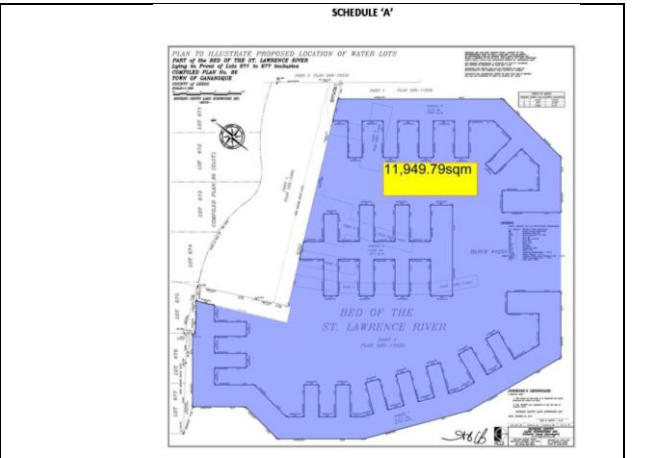


In 2021, all Waterlot leases were up for five-year term renewal. Staff undertook the exercise of an Extension and Amending Agreement with Town legal. The Waterlot lease agreements for new or transferred leases were additionally updated to reflect better terminology, adding the Town as an additional insured and wording to reflect that the Town can adjust the rent after a renewal term. These agreements have since been enacted for new owners or transfers of ownership.

An amended Waterlot Lease for 129 Stone St. was signed April 1, 2022 upon a transfer of the docks to the new party being Leeds Condominium Corporation 47. Caraco requested the transfer. The new version of the lease agreement was used and was vetted between the Town and Caraco Development lawyers.

11,949.79 sq. m. (\$2.21)

Schedule A Plan in signed Agreement:



Between December 2022 and January 2023, Finance Department Staff exchanged emails with the Property Management company hired by the Condo Board, citing that the Town would accept a quarterly payment plan (same dates as taxes) with post-dated cheques.

On January 18, 2023 the Town received correspondence from Davidson Houle Allen LLP on behalf of the Leeds Standard Condominium Corporation No. 47 (LSCC 47) Board. The letter requested the following, summarized:

- Waterlot Lease be registered on title
- Waive the environmental impairment liability insurance

As identified in Council Report – PD-2023-01, Staff consulted with Halpenny Insurance Brokers who asserted that the Town should not remove the requirements for environmental insurance **“Even though the condominium corporation has confirmed they are not operating a fuel station, nor do they have transient slips there are still Environmental risks inherent with the installation of docking structures such as contamination release through use of portable fueling containers loaded/unloaded onto the vessels or even leaks/releases from motors, septic containers to name just a few exposures.”**

February 21, 2023 – Motion #23-022 - Council Report – PD-2023-01

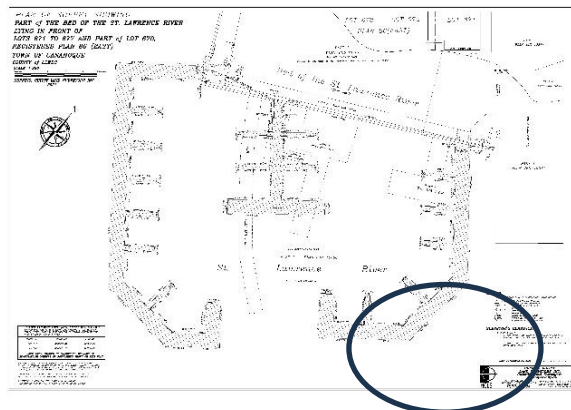
BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2023-022 BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN THE TOWN’S CONSENT TO THE REGISTERING ON TITLE OF THE WATERLOT LEASE WITH LEEDS CONDOMINIUM CORPORATION NO.47 WITH THE LAND REGISTRY OFFICE AT NO COST TO THE TOWN, AND;

THAT THE COUNCIL OF THE TOWN OF GANANOQUE MAINTAINS THE REQUIREMENT FOR ENVIRONMENTAL LIABILITY INSURANCE FOR LEEDS CONDOMINIUM CORPORATION NO.47 AS SET OUT IN THE WATERLOT LEASE AGREEMENT, AS PRESENTED IN COUNCIL REPORT PD-2023-01.

A member of Council was emailed November 13, 2023 by LCC#47 Board Member and referred to Staff (CAO and Manager of Planning/Development). The inquiry was regarding the Waterlot Lease referencing that the 2019 lease for which the survey indicated an area of 11,949.79 sq. m. The Board Member indicated that the condo was calculated and sold at an area of 8,347 sq. m.

Staff met with LCC#47 agreeing to review what LCC#47 had purchased, however, the Town has no record for a reduction request. It was asked to confirm if the area being cited was the Waterlot itself or the dock structures only.

Staff met with LCC#47 January 4, 2024 and February 22, 2024 Staff were provided with the following by LCC#47 Board Members, unsigned by surveyor*:

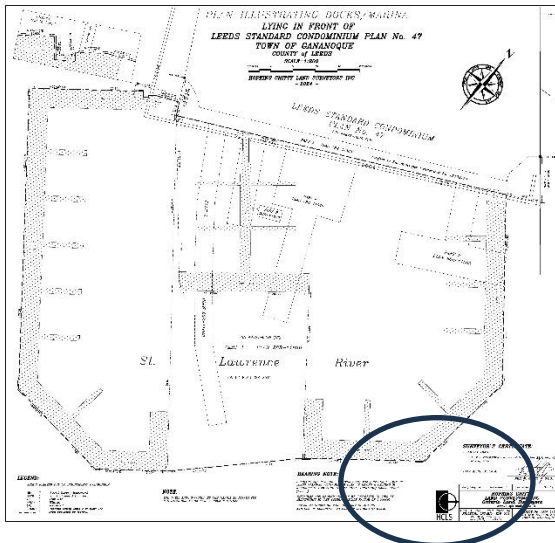


Note: *in the past MPAC would accept a plan (similar to above) as a record of a Waterlot. Starting in 2021, MPAC no longer accepts a drawing for a Waterlots and now only accepts a reference plan.

For context, in 2022, MPAC was intending to consolidate all Waterlots within the Town as 1 Waterlot as they were under Town ownership under one roll number. After lengthy discussions and interactions on the impact of leasing and taxation, it was abandoned by MPAC. This would have made the lease calculations very arduous for Staff. In April and May 2023, Finance Department Staff again exchanged emails with the Property Management company Staff, confirming that the Town would accept a quarterly payment plan, however, the agreed 1st payment due date passed, without any payment being remitted.

Finance Staff adjusted the payment plan to accommodate a payment schedule to satisfy the lease amount to be paid in full by December 31. Finance records indicate that the Property Management Company made payments monthly in 2023, paid on February 24, 2025 for the 2024 lease amount and paid the 2025 lease amount in October 2025.

On April 14, 2024 Staff were provided with the following survey by LCC#47 Board Members, signed by the surveyor but not deposited as a reference plan. It was reviewed and noted that the area being occupied by the Seadoos was not captured.

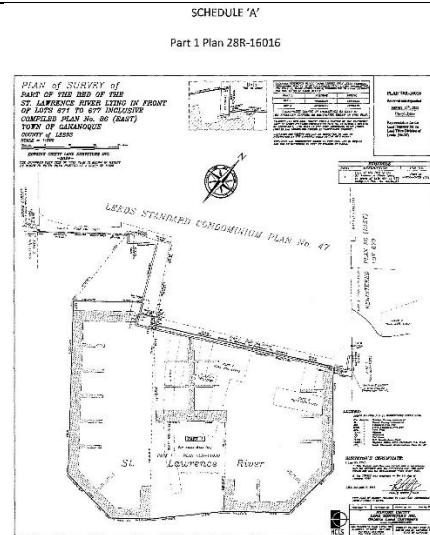


On November 12, 2024, Staff approved the reference plan for deposit. The plan was deposit as Part 1 Plan 28R-16016 dated January 27, 2025. Subsequently on January 28, 2025, Staff forwarded a new Waterlot lease agreement to the Condo Board for signing.

Within the email exchange a credit was sought by the Board Members. Staff responded that d “As explained to members of the condo board at a meeting at our offices, Staff do not have the authority to refund or reduce what has already been issued. The Waterlot was based on what was approved and the Waterlot lease. One would have to go to Council to request that.”

The current Waterlot Lease was signed February 7, 2025 with Leeds Condominium Corporation #47 upon receipt of a reduced survey plan (Part 1 28R-16016) which indicates and area of 7,808 sq. m at \$2.43 = \$18,973.44

Schedule A Plan in signed Agreement:



Finance Staff made the applicable adjustment from 11,949.8 to 7,808 sq. m. for the 2025 lease invoice. Annual bills are typically issued in March, after the Stats Canada posting of the January CPI. The 2025 Invoice was \$19,318.11 or \$21,829.46 (with HST)

Staff again offered a payment plan to the Property Management company with no response. The lease states that payment is due 30 days of the invoice issuance. Interest was charged August 5, September 8 and October 6 (\$272.87/m) for a total of \$818.61. Following the October 10, 2025 meeting of Mayor Beddows, Staff and the Board Members, the lease and interest were paid.

Depending on how the docks are utilized, (30' vs pontoon vs Seadoo) there are 35 or 40 slips. This equates to the following annual cost per slip:

- 35 slips = \$618.42 or \$690.17 including HST
- 40 slips = \$541.12 or \$603.90 including HST

5. Consider eliminating the charge for the meter that is not being used.

In addition to the application for a development permit, CaraCo submitted a plan of waterworks, which was approved by the Utility Superintendent and is contained in the attached Staff report, Util-2020-01, located on page 4 of that report.

As illustrated, the approved plumbing plan shows that the 2" meter to service the boat docks was approved to be installed adjacent, not in serial with, the 4" bulk meter that supplies water to the 70 residential condos.

After the plumbing was complete, the Utility Superintendent became aware that the plumber hired by the Developer had not installed the meters as per the approved drawing. The Condo Board members have confirmed that the boat slip holders are using the water service on the docks. CaraCo was aware that the slip holders would pay the cost of the meter for the docks.

6. Please consider a potential solution to the Town requiring a special insurance for the docks.

As identified in Council Report – PD-2023-01, Staff consulted with Halpenny Insurance Brokers who identified that the Town should not remove the requirements for environmental insurance **“Even though the condominium corporation has confirmed they are not operating a fuel station, nor do they have transient slips there are still Environmental risks inherent with the installation of docking structures such as contamination release through use of portable fueling containers loaded/unloaded onto the vessels or even leaks/releases from motors, septic containers to name just a few exposures.”**

7. Consider pressuring the Province for equalization grants due to our declining commercial and industrial taxation.

This is a Provincial lobby question; Members of Council are always welcome to, and often do, appeal to MPPs for additional funding. This is frequently discussed at AMO and ROMA by many Municipalities and could be a topic for delegation at AMO in August if Council chooses. The Province generally responds that they are funding Municipalities as generously as they are financially able.

APPLICABLE POLICY/LEGISLATION:

Waterworks By-law No. 2008-020
Water / Wastewater Budget and Rate Bylaws

FINANCIAL CONSIDERATIONS:

As described.

CONSULTATIONS:

Brenda Guy, Manager of Planning & Development
David Armstrong, Manager of Public Works
John Morrison, Treasurer

ATTACHMENTS:

None.

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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Report Council – RDS-2026-05

Date: April 8, 2026

IN CAMERA

Subject: Proposed Pedestrian Crosswalk Installation – Stone Street North at North Street

Author: David Armstrong, Manager of Public Works

OPEN SESSION

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVES THE PROPOSED PEDESTRIAN CROSSWALK INSTALLATION AT STONE STREET NORTH AT NORTH STREET REPORT FOR INFORMATION, AS PRESENTED IN REPORT COUNCIL RDS-2026-05.

STRATEGIC PLAN COMMENTS:

Sector 2 – Infrastructure/Environment – Strategic Initiative #2 – Maintain an ongoing assessment of the Town’s infrastructure to ensure sufficient capacity exists to support future growth.

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

Sector 7 – Community and Social Services – Strategic Initiatives #3 – Make the Health and Safety of all staff and citizens a key priority.

BACKGROUND:

Council discussed correspondence received at their regular meeting on February 18, 2026. From that discussion, Council directed staff to “...bring back a report to Council regarding the feasibility and costing to install a Pedestrian Crossover at Stone Street North and North Street, as proposed by Matthew Heidt’s email dated February 4, 2026.”

INFORMATION/DISCUSSION:

The current layout of this intersection provides advanced signage in both directions, signage at both sides of the crosswalk, and a double line for the crossing guard-controlled area. To the understanding of staff there have been no reports of any accidents, incidents, or close calls in this area.

A Pedestrian Crossover (PXO) provides a higher level of protection for pedestrians, particularly children, by legally requiring vehicles to stop when the PXO is activated. This can significantly reduce the risk of collisions during peak school arrival and dismissal periods. These PXO treatments are supported by distinctive signage, pavement markings, and overhead or side-mounted beacons or warning lights that increase driver awareness

of pedestrian activity. The visibility and legal obligation associated with a PXO typically result in improved driver yielding behaviour compared to a standard crosswalk.

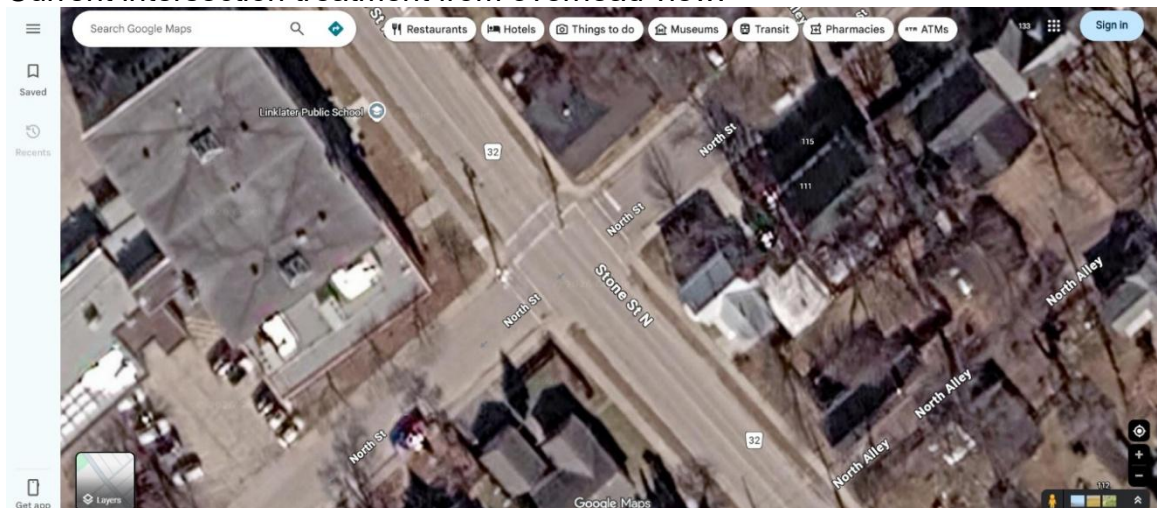
Current intersection treatment travelling southbound on Stone St. N.



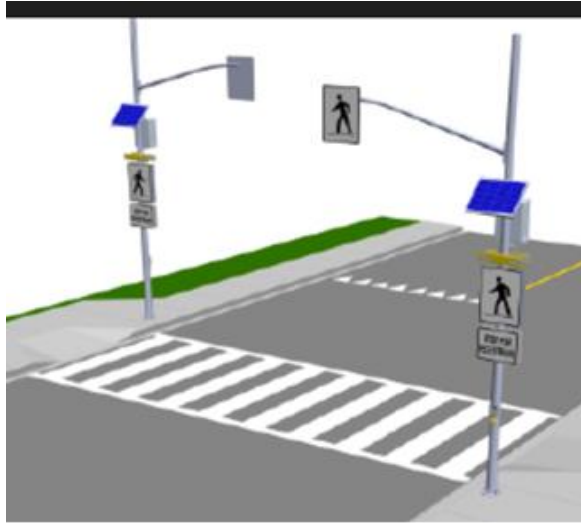
Current intersection treatment travelling northbound on Stone St. N.



Current intersection treatment from overhead view.



Possible treatment application:



APPLICABLE POLICY/LEGISLATION:

Highway Traffic Act

FINANCIAL CONSIDERATIONS/GRANT OPPORTUNITIES:

To purchase something similar to the above would cost approximately \$16,000 and staff could complete the installation internally. Currently there is no funding in the 2026 budget for this purchase. Periodically there are grants made available for items such as this, and staff will monitor and apply when such an opportunity becomes available.

CONSULTATIONS:

Brock Webb, Superintendent of Roads
Charles Fromentin, Technologist

ATTACHMENTS:

Email Correspondence from Resident

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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From: **Neil McCarney**

To: Melanie Kirkby <MKirkby@gananoque.ca>

Date: Mon, Mar 23, 2026 at 7:49 AM

Subject: Crosswalk

Good Morning Melanie,

I am writing to voice my concern over the examination of placing a lighted crosswalk at the intersection of Stone and North near Linklater. Lighted crosswalks cost between \$60,000 and \$150,00. This is hardly a logical expenditure given the Towns fiscal position. The current crossing guard does an efficient job and safely too. I know of no person being seriously injured at this site and furthermore if one is placed there I can see a request for St. Joseph's school as well. This has the potential to become an expensive slippery slope which I feel is unnecessary. There has to be a safety criteria involved in the placement of these crosswalks and I don't feel that location has met these. We have better places to spend that money.

Cheers

Neil McCarney

Council Report – RDS-2026-06

Date: April 8, 2026

IN CAMERA

Subject: Amend Traffic and Parking By-law No. 2015-070 – Garden Street Speed Limit and Stop Sign

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. 2026-030, BEING A BY-LAW TO AMEND THE TRAFFIC AND PARKING BY-LAW NO. 2015-070, TO AMEND THE FOLLOWING:

1. “SCHEDULE VIII – STOP SIGNS AT INTERSECTIONS”, TO ADD A STOP SIGN AT THE INTERSECTION OF GARDEN STREET AT TALBOT PLACE, EFFECTIVE APRIL 8, 2025, AND;
2. “SCHEDULE XII – INCREASED AND DECREASED SPEED LIMITS”, TO DECREASE THE SPEED LIMIT OF GARDEN STREET BETWEEN HERBERT STREET AND TALBOT PLACE TO 30KM/H, EFFECTIVE APRIL 8, 2025,

AS PRESENTED IN COUNCIL REPORT-RDS-2026-07.

STRATEGIC PLAN COMMENTS:

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

BACKGROUND:

On August 12, 2025, Council received a Delegation from Mr. Richard Ferguson requesting traffic calming measures for the block between Herbert Street and Talbot Place. Following the delegation Council passed Motion #25-107, directing staff to bring back a report regarding the feasibility of adding speed bumps and reducing the speed limit on Garden Street and the inclusion of stop signs at the east end of the street.

INFORMATION/DISCUSSION:

Staff have investigated the feasibility of the request and recommend that Council pass a By-law to amend the Traffic and Parking By-law No. 2015-070 to add a stop sign at the intersection of Garden Street at Talbot Place, and; decrease the speed limit of Garden Street between Herbert Street and Talbot Place to 30KM/hour, effective April 8, 2026.

Should the amending By-law be passed, signage will be installed and fines will be in full force and effect.

APPLICABLE POLICY/LEGISLATION:
Traffic and Parking By-law No. 2015-070
Highway Traffic Act

FINANCIAL CONSIDERATIONS/GRANT OPPORTUNITIES:
N/A

CONSULTATIONS:
Brock Webb, Superintendent of Roads
Brenda Guy, Manager of Building & Planning
Rich Swann, Chief of Gananoque Police Service

ATTACHMENTS:
Draft By-law No. 2026-030

APPROVAL	<hr/> <p>David Armstrong, Manager of Public Works</p> <hr/> <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> <hr/> <p>Melanie Kirkby, CAO</p>
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CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2026-030

BEING A BY-LAW TO AMEND THE TRAFFIC AND PARKING BY-LAW NO. 2015-070, TO AMEND SCHEDULE VIII STOP SIGNS AT INTERSECTIONS AND SCHEDULE XII, INCREASED AND DECREASED SPEED LIMITS

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

AND WHEREAS Subsection 2 of Section 11 of the *Municipal Act*, 2001, S.O. 2001, c. 25, provides 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 RDS-2026-06 and concurred with the recommendation to amend the Traffic and Parking By-law No. 2015-070, to amend **Schedule VIII, Stop Signs at Intersections**, to add a stop sign at the intersection of Garden Street at Talbot Place, and; to amend **Schedule XII – Increased and Decreased Speed Limits** to add “Garden Street between Herbert Street and Talbot Place, 30 KM/hour max.”;

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

NOW THEREFORE the Council of the Corporation of the Town of Gananoque hereby enact as follows:

1. AUTHORIZATION:

1.1. That the Traffic and Parking By-law No. 2015-070. **Schedule VIII, Stop Signs at Intersections** be amended to add the following:

Roadway	Direction	Intersection
Garden Street	easterly	Garden Street at Talbot Place

1.2. That the Traffic and Parking By-law No. 2015-070. **Schedule XII, Increased and Decreased Speed Limits** be amended to add the following:

Roadway	Between	Rate of Speed
Garden Street	Herbert Street and Talbot Place	30 km/hour max.

1.3. With the exception of the above, all remaining provisions of the Traffic and Parking By-law 2015-070, as amended remain.

2. EFFECTIVE:

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

Read a first, second and third time and finally passed this 8th day of April 2026.

John S. Beddows, Mayor

Penny Kelly, Clerk

(Seal)



Canadian Gateway to the 1000 Islands

REGULAR COUNCIL MEETING MINUTES

Held on Wednesday, March 18, 2026, at 5:00 PM

Held Virtually and In-Person

COUNCIL MEMBERS PRESENT		STAFF PRESENT
Mayor:	John Beddows	Brenda Guy, Manager of Planning and Development
	Colin Brown	Penny Kelly, Clerk / CEMC
	Matt Harper	Lynsey Zufelt, Deputy Clerk
	Patrick Kirkby	David Armstrong, Manager of Public Works
	Anne-Marie Koiner	John Morrison, Treasurer
	Vicky Leakey	Jeff Johnston, Manager of Parks and Recreation
	David Osmond	Andrew Dickson, Fire Chief
Regrets:		Melanie Kirkby, CAO

1.	Call Meeting to Order
	Mayor Beddows called the meeting to order at 5:02 PM.
2.	Disclosure of Pecuniary Interest & General Nature Thereof
	1. Councillor Koiner declared a Conflict of Interest regarding Report Council-UTIL-2026-02 – 2025 Annual Stormwater Management Report due to the proximity of a stormwater basin to her home.
	2. Councillor Kirkby declared a Conflict of Interest regarding Report Council-REC-2026-04 – Award of Contract – Cleaning and Janitorial Contract, as he was part of the hiring process in awarding Riverstone Janitorial for cleaning services at Talbot Street condominiums.
3.	Canadian National Anthem
	<ul style="list-style-type: none"> The National Anthem was played.
4.	Land Acknowledgement Statement
	<ul style="list-style-type: none"> Mayor Beddows read the Land Acknowledgement Statement.
5.	Public Question / Comment (Only Addressing Motion(s) or Reports on the Agenda)
	<ul style="list-style-type: none"> A Member of the Public addressed Reports listed on the Agenda.
6.	Disclosure of Additional Items
	1. Recording of Minutes – Mayor Beddows
	2. End of Ramadan – Mayor Beddows
	3. Minister Flack Correspondence – Mayor Beddows
7.	Delegations
	1. Glenda Olivier – Gananoque Retired Women Teachers of Ontario (GRWTO) – 70th Anniversary – Request to Council
	<ul style="list-style-type: none"> Glenda Olivier, Joan Gamble, Janet Roy and Betty Lee-Daigle, from Gananoque Retired Women Teachers of Ontario (GRWTO), appeared before Council and provided an overview GRWTO and requested that Council support the 70th Anniversary of the Gananoque Retired Women Teachers of Ontario organization by lighting up the Town Hall in blue and gold on April 9, 2026 and attend a ceremony in front of Town Hall. Council thanked the delegates and considered the following.

Council-UTIL-2026-02 – 2025 Annual Stormwater Management Report	
***At this point, Councillor Koiner left the Council Chambers.	
	<p>Motion #26-052 – 2025 Annual Stormwater Management Report Moved By: Deputy Mayor Leakey Seconded By: Councillor Kirkby BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVES THE 2025 ANNUAL STORMWATER MANAGEMENT REPORT FOR INFORMATION, AS PRESENTED IN REPORT COUNCIL UTIL-2026-02.</p> <p style="text-align: right;">CARRIED – UNANIMOUS, by those present</p>
***Councillor Koiner returned to the room.	
Council-UTIL-2026-03 – 2025 Fourth (4th) Quarter Water & Wastewater Report	
	<p>Motion #26-053 – 2025 Fourth (4th) Quarter Water & Wastewater Report Moved By: Councillor Koiner Seconded By: Councillor Brown BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVES THE 2025 WATER AND WASTEWATER FOURTH (4th) QUARTER REPORT FOR INFORMATION, AS PRESENTED IN COUNCIL REPORT UTIL-2026-03.</p> <p style="text-align: right;">CARRIED – UNANIMOUS</p>
Council-UTIL-2026-04 – 2025 Water Quality & Wastewater Annual Performance	
	<p>Motion #26-054 – 2025 Water Quality & Wastewater Annual Performance Moved By: Councillor Osmond Seconded By: Councillor Kirkby BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVES THE 2025 ANNUAL WATER QUALITY REPORT AND THE 2025 ANNUAL WASTEWATER PERFORMANCE REPORT FOR INFORMATION, AS PRESENTED IN COUNCIL REPORT UTIL-2026-04.</p> <p style="text-align: right;">CARRIED – UNANIMOUS</p>
Council-REC-2026-04 – Award of Contract – Cleaning and Janitorial Contract	
***At this point, Councillor Kirkby left the room.	
	<p>By-law No. 2026-023 – Award of Contract – Cleaning and Janitorial Contract Services Moved By: Deputy Mayor Leakey Seconded By: Councillor Harper BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2026-023, BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN AGREEMENT WITH RIVERSTONE JANITORIAL FOR THE PROCUREMENT OF CLEANING AND JANITORIAL SERVICES OF MUNICIPALLY OWNED PROPERTY, AS PRESCRIBED IN RFP REC-2026-01, AND AS PRESENTED IN COUNCIL REPORT REC-2026-04.</p> <p style="text-align: right;">CARRIED – UNANIMOUS, by those present</p>
***At this point, Councillor Kirkby returned to the room.	
13.	Motions (Council Direction to Staff) – None
14.	Correspondence
	<ol style="list-style-type: none"> 1. Cataraqui Conservation Board – Alto High-Speed Rail Network 2. Rideau Lakes Township – Rideau Lakes Concerns – Alto High-Speed Project (Bill C-15 Budget) 3. The CAHDCO Team – Request for Letter of Support for Rural Eastern Ontario Housing Pipeline <p>Motion #26-056 – The CAHDCO Team – Request for Letter of Support for Rural Eastern Ontario Housing Pipeline Moved By: Councillor Koiner Seconded By: Mayor Beddows BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE AUTHORIZES MAYOR BEDDOWS TO DRAFT A GENERAL LETTER OF SUPPORT TO THE CAHDCO TEAM FOR RURAL EASTERN ONTARIO HOUSING PIPELINE.</p> <p style="text-align: right;">CARRIED – 6 Ayes, 1 Nay</p>

23.	Next Meeting(s): Regular Council – Wednesday, April 8, 2026 at 5:00 PM	
24.	Adjournment	
	<p data-bbox="354 276 834 311">Moved By: Deputy Mayor Leakey</p> <p data-bbox="354 311 1438 384">Be it resolved that Council hereby adjourns this regular meeting of Council at 9:18 PM.</p> <p data-bbox="1170 384 1552 419" style="text-align: right;">CARRIED – UNANIMOUS</p>	
<hr data-bbox="277 559 857 567"/> <p data-bbox="277 572 634 607">John S. Beddows, Mayor</p>	<hr data-bbox="898 559 1552 567"/> <p data-bbox="898 572 1162 607">Penny Kelly, Clerk</p>	

9.	Adjournment	
	<p>Moved By: Mayor Beddows Be it resolved that Council hereby adjourns this special meeting of Council at 1:27 PM.</p> <p style="text-align: right;">CARRIED – UNANIMOUS</p>	
<hr/> John S. Beddows, Mayor	<hr/> Penny Kelly, Clerk	

Report Council – POL-2026-01

Date: April 8, 2026

IN CAMERA

Subject: Court Security and Prisoner Transportation Program (CSPT)

Author: Rich Swann, Chief of Police

OPEN SESSION

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2026-026, BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN A COURT SECURITY AND PRISONER TRANSPORTATION PROGRAM TRANSFER AGREEMENT WITH THE MINISTRY OF COMMUNITY SAFETY AND CORRECTIONAL SERVICES IN THE AMOUNT OF \$78,717, AS PRESENTED IN COUNCIL REPORT POL-2026-01.

STRATEGIC PLAN COMMENTS:

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

BACKGROUND:

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

Municipalities and the Ontario Association of Chiefs of Police lobbied previous provincial governments to provide financial assistance for court security and prisoner transport. The argument was that the cost of court security more specifically should be the responsibility of the Minister of the Attorney General's office as they have direct oversight of all court related costs and issues.

In 2012, the Province initiated the Court Security and Prisoner Transportation Program to alleviate the financial impact of costs associated with court security and prisoner transportation.

INFORMATION/DISCUSSION:

“Please see attached the cover letter and Transfer Payment Agreement. We kindly ask that you review the attached materials for details regarding your municipality’s 2026 allocation and reporting requirements, and return a signed copy of the agreement, along with proof of insurance, by April 30, 2026”

APPLICABLE POLICY/LEGISLATION:

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

FINANCIAL CONSIDERATIONS:

For 2025, the Court Security and Prisoner Transportation Program has allocated \$78,717.00 to the Corporation of the Town of Gananoque to be used to offset the actual costs incurred by the Gananoque Police Service to provide court security and prisoner transport.

The Chief of Police included \$75,964.00 in the 2026 budget as expected revenues to offset the projected costs for 2026 as this was the anticipated allocation for the program.

CONSULTATIONS:

Police Services Board

ATTACHMENTS:

Ministry of Community Safety and Correctional Services Letter
Ontario Transfer Payment Agreement
Draft By-law No. 2026-026

APPROVAL	<p>_____</p> <p>Rich Swann, Police Chief</p> <p>_____</p> <p>Melanie Kirkby, Treasurer / A/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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Ministry of the Solicitor General

Ministère du Solliciteur général



External Relations Branch

Direction des relations extérieures

25 Grosvenor St.
12th Floor
Toronto ON M7A 2H3

25 rue Grosvenor
12^e étage
Toronto ON M7A 2H3

Telephone: (416) 314-3377
Facsimile: (416) 314-4037

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Télécopieur: (416) 314-4037

March 25, 2026

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

Dear Ms. Kirkby:

We are pleased to inform you that the Ministry of the Solicitor General is proceeding with the Court Security and Prisoner Transportation (CSPT) Program and will provide a maximum total of \$125M to assist municipalities in offsetting their CSPT costs in 2026.

2026 Transfer Payment Agreement

Similar to previous years, an expenditure-based model has been used to determine the 2026 allocations. Funding is allocated based on each municipality's relative share of the total provincial CSPT cost in 2024. For example, if a municipality's CSPT cost represents one percent of the total provincial CSPT cost, it will be allocated one percent of the available funding.

Subject to the enclosed agreement being finalized, your municipality's allocation for 2026 is **\$78,717.00**. The payment schedule is outlined under Schedule D – Payment Plan and Reporting Schedule of the enclosed agreement.

Please note that Schedule E – CSPT Services and Activities Eligible for Funding has been updated to clarify which activities are considered ineligible. This update is intended to provide greater transparency and assist municipalities in preparing their reporting and expenditure submissions.

If possible, please acknowledge receipt of the agreement and indicate your intent to proceed by March 31, 2026. We understand this is a short timeframe and appreciate your attention to this matter.

Ms. Melanie Kirkby
Page two

Please have the authorized signatory for the recipient sign the agreement where indicated and return it by email to Fionne.Yip@ontario.ca by **April 30, 2026**, along with proof of \$5M general liability insurance, indemnifying “His Majesty the King in Right of Ontario, his Ministers, Agents, Appointees and Employees”, as per section A10.2 of the agreement. A fully executed copy of the agreement will be returned to you for your records.

2026 Financial and Performance Measurement Report

Recipients are required to complete the 2026 Financial and Performance Measurement Report (enclosed as “Schedule F – 2026 Financial and Performance Measurement Report”), which is due to the ministry by March 31, 2027.

As part of the reporting requirements, recipients must provide a breakdown of eligible CSPT costs, as outlined in the 2026 agreement. To demonstrate proof of expenditure for 2026, recipients must submit either:

- an Audited Financial Statement; or
- a Statement of Account approved and signed by an individual with delegated authority who is accountable for the information reported information, covering expenditures incurred from January 1, 2026 to December 31, 2026.

The Audited Financial Statement or Statement of Account must identify the approved grant funding provided to the recipient and include a detailed listing of the expenses incurred. Please ensure that all invoices and receipts supporting reported expense are retained and readily available to demonstrate proof of expenditure upon ministry request for verification or follow up.

2025 Annual Financial & Performance Measurement Report

This letter also serves as a reminder that the 2025 Annual Financial and Performance Measurement Report is due March 31, 2026. Please submit the completed and signed report (previously emailed with your 2025 TPA), along with proof of expenditure to Fionne.Yip@ontario.ca.

We have received inquiries regarding proof of expenditure for personnel costs. For reference, supporting documentation should include a breakdown of costs by staff member, total number of staff, hours worked and salary or cost per staff member related to CSPT duties. For ease of reporting, recipients may consolidate this information in a spreadsheet format.

Ms. Melanie Kirkby
Page three

If you have any questions regarding the CSPT Program, please contact Fionne Yip at Fionne.Yip@ontario.ca.

Sincerely,

A handwritten signature in cursive script that reads "T. Biordi".

Tiana Biordi
A/Manager, Program Development Section
External Relations Branch

Enclosures

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2026.

BETWEEN:

**His Majesty the King in right of Ontario
as represented by the Solicitor General**

(the “Province”)

- and -

Town of Gananoque

(the “Recipient”)

BACKGROUND

The Province implemented the Court Security and Prisoner Transportation (CSPT) Program (the “**Program**”) in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions. The Province will upload CSPT costs from municipalities to a maximum of \$125 million in 2026.

The Recipient is a municipality which is responsible for the costs of providing security for court premises during hours of court operations and security of persons attending court; and/or the costs of transporting prisoners between correctional institutions, custodial facilities, and court locations for the purposes of court attendance.

The Recipient has provided its 2024 CSPT costs, as confirmed in the 2024 Annual Financial Report submitted by the Recipient. Funding is allocated based on the Recipient’s relative share of the total 2024 provincial CSPT cost.

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
- Schedule "D" - Payment Plan and Reporting Schedule
- Schedule "E" - Court Security and Prisoner Transportation Services and Activities Eligible for Funding
- Schedule "F" - 2026 Financial and Performance Measurement Report Template

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

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.

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.

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

SIGNATURE PAGE FOLLOWS

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

**HIS MAJESTY THE KING IN RIGHT OF
ONTARIO as represented by the Solicitor
General**

Date

Name: Andrea Dutton

Name: Director, External Relations Branch

Town of Gananoque

Date

Name: John S. Beddows

Title: Mayor

I have authority to bind the Recipient

Date

Name: Penny Kelly

Title: Clerk

I have authority to bind the Recipient

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

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

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

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

"Event of Default" has the meaning ascribed to it in section A12.1.

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

"Funding Year" means the period commencing on the Effective Date and ending on December 31 of the calendar year.

“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.

“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 A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

“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 Schedule “C”.

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

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

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

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

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

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

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

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

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

A3.0 TERM OF THE AGREEMENT

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

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 “D”; 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 A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year 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 Court Security and Prisoner Transportation Services and Activities Eligible For Funding set out in Schedule “E”;

- (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.

A4.5 Interest. If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

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

A4.6 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.

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

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

A5.2 Disposal. The Recipient will not, without the Province's prior 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 set out 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 “D”;
 - (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
 - (i) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards

that apply to the Recipient; and

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

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 Acknowledge Support. Unless the Province directs the Recipient to do

otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual, including public announcements or communications:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs;
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province and
- (d) obtain prior written approval from the Province before using any Government of Ontario or ministry logo or symbol in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

A8.2 Notice of Project-Related Communications. Unless the Province directs the Recipient to do otherwise, the Recipient will provide written notice to the Province a minimum of 14 Business Days in advance of all Project-related publications, whether written, oral, or visual, including public announcements or communications.

A9.0 INDEMNITY

A9.1 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.

A10.0 INSURANCE

A10.1 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.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
 - (ii) other proof that confirms the insurance coverage required by section A10.1; 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.

A11.0 TERMINATION ON NOTICE

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

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

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 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.

A12.2 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.

A12.3 Opportunity to Remedy. If, pursuant to section A12.2(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.

A12.4 Recipient not Remediating. If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for the Funding Year, the Province may take one or both of the following actions:

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

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, courier or fax; 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; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and
- (c) 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, courier or fax.

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, A4.6, section A5.2, 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 A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, 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	\$78,717.00
Expiry Date	April 30, 2027
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$5,000.00
Insurance	\$5,000,000.00
Contact information for the purposes of Notice to the Province	<p>Name: Ministry of the Solicitor General Public Safety Division, External Relations Branch Program Development Section</p> <p>Address: 25 Grosvenor Street, 12th Floor Toronto, ON M7A 2H3</p> <p>Attention: Fionne Yip, Community Safety Analyst</p> <p>Email: Fionne.Yip@ontario.ca</p>
Contact information for the senior financial person, for the purposes of Notice to the Recipient, and to respond as required to requests from the Province related to the Agreement	<p>Name: Gananoque T</p> <p>Address: 30 King Street East P.O. Box 100 Gananoque, ON K7G 2T6</p> <p>Attention: Ms. Melanie Kirkby Treasurer</p> <p>Email: mkirkby@gananoque.ca</p>

Additional Provisions:

None

SCHEDULE "C"
PROJECT

The Recipient is responsible for the costs of providing security for court premises during hours of court operations and security of persons attending court, and/or the costs of transporting prisoners between correctional institutions, custodial facilities and court locations for the purposes of court attendance.

To assist the Recipient, the Province has agreed to provide the Recipient up to the Maximum Funds in accordance with the terms of the Agreement to offset costs for the provision of such court security and prisoner transportation within the Recipient's jurisdiction.

The Recipient shall ensure the Funds are used only for eligible services and activities as described in Schedule "E".

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

The Funds in the amount of **\$78,717.00** will be provided to the Recipient according to the following schedule:

- A. First Instalment: \$19,679.25 will be paid to the Recipient once the Recipient has signed the Agreement and provided adequate proof of insurance to the Province, in accordance with section A10.2 of the Agreement, and the Agreement has then been signed by the Province.

- B. Second Instalment: \$19,679.25 will be paid to the Recipient, following the Province’s receipt and approval of the 2025 Annual Financial and Performance Measurement Report, due by **March 31, 2026**. *Subsequent payments will not be released until the Province has received and approved the 2025 Annual Financial and Performance Measurement Report.*

- C. Third Instalment: \$19,679.25 will be paid to the Recipient by the end of September 2026.

- D. Final Instalment: \$19,679.25 will be paid to the Recipient by the end of December 2026.

- E. The Recipient must submit the 2026 Financial and Performance Measurement Report (Schedule “F”) to the Province by March 31, 2027.

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

COURT SECURITY Eligible Costs Include:

1. Facility Perimeter Security

Costs associated with external and/or internal presence of sworn police officers, special constables or other security personnel during regular or non-regular hours, including WASH (Weekends And Statutory Holidays) court, to secure the perimeter of the facility, to respond to a specific threat or for high-profile matters.

2. Courtroom Security

Costs associated with the presence of sworn police officers, special constables or other security personnel in the courtroom to ensure the safety and security of the proceedings and attendees.

3. General Courthouse Security Presence

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

4. Prisoner Movement in Courthouse

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

5. Prisoner Guarding in Holding Cells

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

6. Prisoner Meals

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

7. Virtual Court Proceedings

Costs associated with the guarding, monitoring and transportation of prisoners when court proceedings are held remotely outside of court locations. This excludes virtual court appearances that take place within a correctional institution.

PRISONER* TRANSPORTATION Eligible Costs Include:

1. Prisoner Transport

Costs associated with the movement of prisoners between correctional institutions or police holding cells to court locations for the purposes of attending court.

2. Prisoner Transport - Youth

Costs associated with the movement of youth (youth aged 12-17 years old) in custody between correctional and/or custodial facilities and court locations for the purposes of attending court.

3. Vehicle Maintenance

Costs associated with maintaining prisoner transport vehicles such as fuel, repairs and maintenance.

For the purposes of this Agreement, **prisoner includes persons being held in custody as a result of provincial or federal offence proceedings, including persons under immigration detention.*

TRAINING, EQUIPMENT, UNIFORMS AND RECRUITING Eligible Costs Include:

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

OTHER Eligible Costs Include:

1. Transport of Prisoner Belongings

Costs associated with the transport of essential prisoner belongings (i.e., the Red Bag program).

INELIGIBLE COURT SECURITY AND PRISONER TRANSPORTATION COSTS:

Court Administration

Costs associated with performing court administrative duties, including the scheduling of staff for daily deployment, supervision/management of staff, the service of legal documents, the preparation/maintenance of Crown Brief materials, the entry of data into court information systems, preparing or

swearing/affirming legal documentation, scheduling of court appearances, and other duties of a related nature.

General Administration

Costs associated with other administrative duties such as finance, payroll, information technology support, general human resources support, and other duties of an administrative nature.

Other

Costs including but not limited to building costs, overhead costs, and courthouse infrastructure related items.

SCHEDULE "F"
2026 FINANCIAL AND PERFORMANCE MEASUREMENT REPORT TEMPLATE

2026 Financial and Performance Measurement Report Template attached.

THE CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2026-026

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN A COURT SECURITY AND PRISONER TRANSPORTATION (CSPT) PROGRAM TRANSFER PAYMENT AGREEMENT (TPA) WITH HIS MAJESTY THE KING IN RIGHT OF ONTARIO, AS REPRESENTED BY THE SOLICITOR GENERAL

AND 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 POL-2026-01, and concurred with the recommendation to authorize the Mayor and Clerk to sign a Court Security and Prisoner Transportation (CSPT) Program Transfer Payment Agreement (TPA) with His Majesty the King in Right of Ontario, as represented by the Solicitor General, in the amount of \$\$78,717.00;

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 a Court Security and Prisoner Transportation (CSPT) Program Transfer Payment Agreement (TPA) with His Majesty the King in Right of Ontario, as represented by the Solicitor General, in the amount of \$\$78,717.

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 8th day of April 2026.

John S. Beddows, Mayor

Penny Kelly, Clerk

(Seal)

Council Report – REC-2026-05

Date: April 8, 2026

IN CAMERA

Subject: Klevr Hockey Super League – Request to Rent the Lou Jeffries Arena – Weekend Tournament in December 2026

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. 2026-027, BEING A BY-LAW TO PROVIDE A TEMPORARY EXEMPTION TO BY-LAW NO. 2021-081, THE ICE ALLOCATION POLICY FOR THE LOU JEFFRIES ARENA, SPECIFICALLY SECTIONS 7.1., AND 7.2., TO ALLOW THE KLEVR HOCKEY SUPER LEAGUE TO RENT THE ARENA FROM DECEMBER 4TH TO 8TH, 2026 TO HOLD A WEEKEND TOURNAMENT, AS PRESENTED IN COUNCIL REPORT REC-2026-05.

STRATEGIC PLAN COMMENTS:

Sector 8 – Governance – Strategic Initiative #4 – Town Council will ensure openness and transparency in its operations.

BACKGROUND:

On July 20, 2021, Council passed By-law No. 2021-081, being a By-law to establish the Ice Allocation Policy for the Lou Jeffries Arena, and subsequently on June 17, 2025, Council passed By-law No. 2025-059 to amending the Ice Allocation Policy after a formal review by staff.

Section 7.1 describes the ice allocation process and the dates when the process begins which is June 1st of each year. Section 7.2 was amended to include “Tournament Use” as a 4th priority after:

1. Community Program Use
2. Local Minor Use
3. Minor/Adult Resident Use

INFORMATION/DISCUSSION:

Klevr Super League (KSL) is a for-profit hockey league based out of the Greater Toronto Area. It is regarded as a competitive league with an emphasis on high skill development for youth aged 7-9 years. The league is not sanctioned by Hockey Canada but does carry its own insurance for all age levels.

Klevr Hockey hosts a weekend tournament yearly out of Quinte Wellness Centre (Belleville) the first weekend in December. They have outgrown the Belleville and surrounding arenas and thus, are looking to expand the tournament to include facilities across the Belleville and Quinte region as well as more easterly in Kingston and Gananoque. KSL is expecting at least 120 teams taking part in this 3-day tournament with approximately four (4) teams from around the Eastern Ontario area. These teams include, the Kingston Wranglers, the Thousand Islands Beast, the Ottawa Spartans and the Eastern Ontario Kings.

Town Staff have spoken to their colleagues within the City of Belleville's recreation Department and they have not had any issues with KSL and the running of the weekend long tournament. However, they did advise they are in a bit of a different scenario as they have a multitude of ice pads to provide to KSL as well as their local minor sports organizations on this weekend, whereas Gananoque has only one ice pad.

Klevr Hockey is requesting the weekend of December 4 to 6, 2026 for their 3-day tournament, which falls on the weekend after the Gananoque Royals host their tournament for ages U11-U18. Therefore, if Klevr Hockey were to be approved for this tournament at the Lou Jeffries Arena, Gananoque Minor Hockey would have back-to-back weekends without any ice time locally and would have to schedule all their games at away arenas.

December is typically a very busy month at the Lou Jeffries Arena for minor hockey as teams have been firmly established and the leagues are in full operation mode and there is generally no ice-time to spare. A loss of 31 hours could be very challenging for the local groups.

FINANCIAL CONSIDERATIONS:

Klevr Hockey Super League's request is to rent the Lou Jeffries arena Friday, December 4th, for 12 hours, Saturday, December 5th for 12 hours and Sunday, December 6th for 7 hours as well as the upstairs hall for the entire weekend, in total 31 hours.

During the time requested (31 hours total) a typical weekend would generate approximately \$5,456 dollars in ice-time revenue from the "contributing" local organizations, i.e. Gananoque Minor Hockey, Gananoque Royals, Seniors Hockey and the Gananoque Skating Club.

The request from Klevr Hockey would generate approximately \$7,037 in ice-time revenue as well as an additional \$918 for renting the upstairs hall. Therefore, a financial boost of approximately \$2,500 in revenue for the Lou Jeffries arena.

In addition, there would be an economic spinoff for the local shops, restaurants and hotels with the influx of families trying to arrange lodging further east from Belleville and spending their time in Gananoque in local restaurants and stores.

APPLICABLE POLICY/LEGISLATION:

Ice Allocation Policy, By-law No. 2021-081, as amended

CONSULTATIONS:

Melanie Kirkby, CAO
Robert Kennedy, Superintendent of Parks & Facilities
Lori Higgs, Superintendent of the Marina & Recreation
Jamie Stone, Klevr Hockey League

ATTACHMENTS:

Attachment 1 – Current Ice Allocation Policy, as amended by By-law No. 2025-059

APPROVAL	<p>_____ Jeff Johnston, Manager of Parks, Recreation & Facilities</p> <p>_____ Melanie Kirkby, CAO 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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THE CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2025-059

BEING A BY-LAW TO AMEND BY-LAW NO. 2021-081, THE ICE ALLOCATION
POLICY FOR THE LOU JEFFRIES ARENA

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 on July 20, 2021, the Council of the Town of Gananoque passed By-law No. 2021-081, being a By-law to establish an Ice Allocation Policy for the Lou Jeffries Arena;

AND WHEREAS on Tuesday, June 17, 2025, Council received Report Council REC-2025-12, and subsequently passed Motion #25-087, a Motion directing to bring back a By-law to amend the Ice Allocation Policy as presented in the Council Report;

AND WHEREAS Council concurred with the amendment to the Policy and deems it appropriate to pass this amending By-law.

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

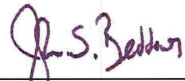
1. **AUTHORIZATION:**

1.1 That By-law No. 2021-081, being a By-law to establish an Ice Allocation Policy for the Lou Jeffries Arena, be hereby amended to remove in its entirety Schedule 'A' (the Policy), and replace with Schedule 'A' (the Policy), attached hereto and forming part of this By-law.


2. **EFFECTIVE DATE:**

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

Read a first, second and third time and finally passed this 15th day of July 2025.



John S. Beddows, Mayor



Penny Kelly, Clerk

(Seal)

Ice Allocation Policy			
Authority	Manager of Parks & Recreation		
Establishing By-law No.	2021-081	Amending By-law No.	2025-059

1. PURPOSE

The Town of Gananoque’s goal is to promote and encourage participation in all sports, activities and events to the overall benefit of the community. This policy is established to clarify the Towns’ responsibility for allocating and administering ice time use of the Lou Jeffries Arena.

2. SCOPE

This Policy applies to anyone booking ice time at the Lou Jeffries Arena.

3. AUTHORITY

The Manager of Parks & Recreation is responsible for the monitoring and administration of this Policy.

4. OBJECTIVE

To manage the process for allocating and distribution of the ice at the Lou Jeffries Arena.

Define ‘Categories of Use’ and the order of consideration for allocation of ice.

Define the Town’s authority to ensure that new Community Organizations that offer a needed activity are provided access to ice according to their ‘Category of Use’.

Ensure Town By-laws, health and safety requirements, and rules, regulations & conditions of use are being followed by all customers of the Lou Jeffries Arena.

Whenever possible, find suitable solutions/alternatives to ice allocation conflicts.

5. DEFINITIONS

Note: For the Lou Jeffries Arena, the Township of Leeds and the Thousand Islands is considered local and equal to the Town of Gananoque for as long as the Recreation Cost Sharing Agreement is in effect.

5.1. **Community Program Use:** Programs sponsored directly or indirectly by the Parks & Recreation Department and are designed for general use by the public, i.e. public skate, parent and tot, shinny.

5.2. **Local Minor Use:** Non-profit organizations operated by volunteers whose membership is comprised of youth 18 years and under with a minimum residency component of 75% Town of Gananoque/TLTI registrants.

5.3. **Competitive Use:** Non-profit organizations operated by volunteers who are competitive in nature and represent Gananoque versus other communities. These organizations are registered with a provincial or federal sport governing body and do not require a minimum residency component.

5.4. **Resident Use:** Non-profit organizations comprised of single teams or house leagues whose membership is primarily made up of individuals over the age of 18, 75% of which are residents of the Town of Gananoque/TLTI and are recreational in nature.

5.5. **School Board:**

5.5.1. **In Town:** represents elementary and secondary schools renting ice for students whether for elective, intramural or competitive use within the boundaries of the Town of Gananoque/TLTI.

- 5.5.2. **Out of Town:** represents elementary and secondary schools renting ice for students from outside of the boundaries of the Town of Gananoque/TLTI.
- 5.6. **Non-Resident Minor Use:** Represent an organization whose membership is comprised of youth 18 years and under and less than 75% Town of Gananoque/TLTI residents.
- 5.7. **Non-Resident Adult Use:** Non-profit organizations comprised of single teams or house leagues whose membership is primarily made up of individuals over the age of 18 and is less than 75% Town of Gananoque/TLTI residents.
- 5.8. **Commercial:** Represent organizations who are renting the ice for profit.
- 5.9. **Standard of Play:** Formula which will determine the total number of weekly hours each organization is entitled to and the distribution of those hours to different age and skill level groupings.

6. POLICY

6.1. FACILITY OPERATIONS AND CAPACITIES

The Town of Gananoque will manage its resources to ensure optimum usage and programming, to reflect municipal directives and to minimize risk and operational issues.

On an annual basis, the Manager of Parks & Recreation will organize department staff to review, define or confirm the Town's ice seasons hours of operation, facility uses and restrictions, facility closures, holiday operation hours, prime and non-prime hours. The results will enable town staff to update related portions of the Standard Operational Procedures.

6.2. PRIORITY SCHEDULE, CATEGORY OF CUSTOMERS & ASSOCIATED FEES

Facility Rental Agreements will be granted in a fair and equitable manner based on the allocations set out in this policy and in accordance with Council Approved General Fees and Charges By-law.

6.3. ICE ALLOCATION & DISTRIBUTION

6.3.1. PROCESS:

The Town will use last year's ice usage and the previous year's registration numbers to form the basis for the upcoming year.

- 6.3.1.1. An ice request letter and request form will be sent to previous year's customers approximately four (4) weeks prior to the applicable deadline dates. New customers must contact the department to be placed on a distribution list or can apply using the request form available online.
- 6.3.1.2. Customers must submit request forms indicating organization profile and dates and times being requested. Tournaments must be submitted with the ice allocation request forms. All request forms must be signed and dated in order to be processed. Emailed requests must be submitted through the organizations main contact email address.
- 6.3.1.3. Requests are to be returned by the advertised deadline to:
- a) In person to the Gananoque & TLTI Recreation Centre, attention Marina & Recreation Coordinator, or;
 - b) via email to marinarecreation@gananoque.ca.

6.3.2. General Principles:

Ice will be granted and contracted in priority order according to the category of user. Pre and post season requests will be allocated utilizing the principles of this policy.

6.3.3. Minor Sports Groups:

On an annual basis, groups must supply to the Town their registration data. The Parks & Recreation Department will then apply this data and the previous year's data to determine the total number of weekly hours for each organization.

6.3.4. Where all things equal:

Facilities will be granted based on the previous year's actual use and the year prior's registration data forming two (2) years of historical data to grant ice time.

6.3.5. Where all things are not equal, the following options may be utilized:

To facilitate dispute resolution the Town encourages collaborative solutions between all parties to determine facility allocation. Where demand exceeds supply or to settle a dispute between equally qualifying groups, a random selection process may be used to allocate ice.

6.3.6. New Groups/Customers

New customer groups or customers may be included in the ice allocation process if they demonstrate a need for the program. They will be reviewed in order as outlined by the categories of consideration. Given that new groups have the potential of reducing the number of hours available to existing customers, new customer groups will only be considered in cases where a program provides a service to previously un-served segment(s) of the population or where a new program is being introduced that is not available through existing organizations within the Town. Priority is given to non-profit organizations.

6.3.7. Opening Facilities Outside of Standard Hours of Operation:

Opening the facility on statutory holidays or beyond the established operating hours, will be considered only if the customer agrees to pay for the full operational cost for such an opening and pending the availability of staff. All reasonable requests will be reviewed and responded to. Application does not guarantee approval.

6.3.8. Timing:

Deadline dates for seasonal requests are established annually by the Parks & Recreation Department. Requests received by the deadline dates are allocated according to the priority schedule and general principles described above.

The Parks & Recreation Department will process all booking requests after the facility needs for Town programs have been met and in accordance with this policy. Requests received after the deadline dates will be processed on a first come first served basis according to ice availability.

6.3.9. Minimum Booking for Facility Allocation Process:

All required times will be contracted on an annual basis. A commitment of consecutive weeks is required to be considered in a facility allocation process. Each group is expected to fulfill their contract with minimum cancellation, within the cancellation policy.

6.4. AUTHORITY OF THE TOWN OF GANANOQUE

The Parks & Recreation Department reserves the right to cancel any rental temporarily or permanently under the following conditions:

- 6.4.1. Should accommodation be required for special events;
- 6.4.2. Upon breach of these rules and regulations;
- 6.4.3. Should the Department be of the opinion that the premises are not to be or are not being used for the purpose(s) contained in the application;
- 6.4.4. In the event of inclement weather and/or poor playing conditions;
- 6.4.5. Should the organization fall in arrears with the Town of Gananoque;

- 6.4.6. A breach of regulations, including but not limited to the Rule & Regulations; Rental Agreement Conditions of Use; Municipal Alcohol Policy; or any other applicable policy.
- 6.4.7. Any situation that may arise that the Town deems to be a breach of policy.

The Manager of Parks & Recreation may use discretion, relying on other approved policies or demonstration of a substantiated special circumstance.

6.5. CONDITIONS & REGULATIONS

All rental agreements (Schedule A) must be signed. Customers are responsible for ensuring compliance to all conditions of use.

Conditions may be added, deleted or modified as required.

6.6. INSURANCE REQUIREMENTS

The Customer will be required to obtain and provide confirmation of the proper insurance policy of and maintain throughout the term of this contract General Liability Insurance to provide coverage to the minimum of five million dollars (\$5,000,000) per occurrence against loss or damage resulting from bodily injury including death, personal injury, property damage including loss of use thereof and contractual liability in connection with or arising out of the function as a result of any negligence of the applicant group. If alcohol is being served, confirmation of insurance shall include shall include Host Liquor Liability to the full policy limits. The policy is to contain a cross liability/severability of insured clause. The Separated Town of Gananoque is to be added as an additional insured. The policy is to be endorsed to provide the Town of Gananoque with thirty (30) day notice of cancellation and is to be considered primary and not excess of any insurance available to the Town of Gananoque.

7. ICE ALLOCATION

7.1. ALLOCATION PROCESS

The ice allocation process will be completed annually by **August 1st** of each year. Written submissions must be received by all groups seeking ice time by **June 30th** of each year to be considered for the following season's allotment.

7.2. PRIORITY SCHEDULE

Priority #1: Community Program Use:

For the purpose of conducting Town of Gananoque recreation and leisure programs.

Priority #2: Local Minor Use:

Gananoque Minor Hockey Association, Gananoque Girls Hockey Association, Gananoque Skating Club.

Priority #3: Minor/Adult Resident Use:

Men's League, Old Sticks, Old Boys, Lappan Hockey, Grool Hockey, Over 35, Women's Hockey, Senior Islanders.

Priority #4: Tournament Use

Priority #5: School Board:

- a) In Town
- b) Out of Town

Priority #6: Commercial

Priority #7: Non-Resident Minor Use

Priority #8: Non-Resident Adult Use

7.3. **MINIMUM BOOKING FOR ICE ALLOCATION PROCESS**

All ice time will be contracted on an annual basis running September 1 through to March 31, based on seasonal ice start and end dates as identified by the Town of Gananoque. A commitment to 24 of 30 consecutive weeks to be completed between the beginning of September and the end March is required to be considered in the ice allocation process. Each group is expected to fulfill their contract with minimum cancelled ice time.

7.4. **TOURNAMENTS AND SPECIAL EVENTS**

Requests for tournaments and special events are to be submitted with the ice allocation request form.

7.5. **PLAY-OFF ICE**

Representative Team and Additional Entry Team playoff ice for contracted games may be cancelled when a team is officially eliminated from play. Cancellation must be provided in writing to the Parks & Recreation Department the first business day following the team being eliminated from play. Any delays in notification or lack of notification will result in a charge at 100% of the rental rate.

7.6. **SUMMER ICE**

If ice is available, requests for summer ice are on a first come first serve basis.

7.7. **WEEKLY HOURS OF ENTITLEMENT & DISTRIBUTION**

The number of weekly hours allocated to any affiliated group/organization will be based on the previous two (2) years of usage and registration numbers. On an annual basis, registration data must be supplied by the groups to the Parks & Recreation Department.

7.8. **GENERAL TERMS**

7.8.1. **Ice Rental Allocation:**

All organizations and individuals renting ice from the Town must sign the Ice Allocation Policy and the Lou Jeffries Arena-Rental Terms and Conditions Agreement for regular contracted ice and special events with full payment due according to the payment schedule stated on the rental contract or as arranged with the Parks & Recreation Department.

7.8.2. **Hours of Use:**

The Lou Jeffries Arena offers rental ice at the Gananoque & TLTI Recreation Centre between the hours of:

Monday to Friday	6:00am to 11:00pm
Saturday	7:00am to 11:00pm
Sunday	7:00am to 11:00pm

These are subject to change at the discretion on the Manager of Parks & Recreation.

7.8.3. **Ice Rate Structure:**

Ice rates will be reviewed and set annually ahead of seasonal ice being contracted. All groups will be charged ice rental fees as outlined in the General Fees & Rates By-law. All calculations are based on a 60-minute hour. Ice preparation time will be taken out of the allocated time for all rentals, therefore 50-minute ice time and 10-minute flooding.

7.8.3.1. **Prime Time Ice:**

Monday to Friday	4:00pm to 11:00pm
Saturday	All times
Sunday	All times

7.8.3.2. **Non-Prime Time Ice:**

Monday to Friday	6:00am to 4:00pm
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7.8.3.3. **Unused Ice**

Affiliated customers are not permitted to book ice that will go unused except for the purpose of ensuring that sufficient ice time is available, as a contingency, to prevent a curfew situation for tournament or league/playoff games.

7.8.3.4. **Flood Schedule:**

Flood time is included in each booking hour, 60 minutes includes a 10-minute flood. For customer groups that book in excess of one hour of ice time, a flood schedule will be determined and communicated to the customer by the Parks & Recreation Department.

7.8.4. **Curfewed Ice:**

The Town reserves the right to curfew any games, including tournament games, to maintain the schedule submitted and will consider the cancellation of any or all permits if the customer does not cooperate in the implementation of this Ice Allocation document. It is the responsibility of customer groups to inform the Parks & Recreation Department of any special requirements regarding curfews at the time the schedules are submitted.

7.8.5. **Ice Time Cancellations:**

7.8.5.1. If needed, the Town of Gananoque reserves the right and authority to cancel, reorganize, and reschedule any individual and or group's rental time.

7.8.5.2. In the event the Lessee cancels a booking, the following cancellation fee(s) will apply:

7.8.5.2.1. 0-29 days' notice of cancellation = 100% of the Facility Booking Agreement and Invoice Total.

7.8.5.2.2. 30-89 days' notice of cancellation = 75% of the Facility Booking Agreement and Invoice Total.

7.8.5.2.3. More than 90 days' notice of cancellation = 50% of the Facility Booking Agreement and Invoice Total.

7.8.5.3. Should an individual or group wish to cancel a rental time they are to contact the Marina and Recreation Coordinator immediately. Should the time be resold a refund of 80% will be provided (20% administration fee to be kept). Should the time not be resold the individual or group will be responsible for 100% of the contracted amount of the rental time.

7.8.5.4. There is a penalty free cancellation period for youth minor organizations and the Senior Islanders to release booking times with no penalty up to **October 14th** of each year.

7.8.5.5. Playoffs: Representative Team and Additional Entry Team playoff ice for contracted games may be cancelled when a team is officially eliminated from play. Cancellation must be provided in writing to the Marina and Recreation Coordinator the first business day following the team being eliminated from play. Any delays in notification or lack of notification will result in a charge at 100% of the rental rate.

7.8.5.6. Cancellations due to significant weather events as declared by the Town's Public Works department will not be charged a cancellation fee. However, the Lessee is required to contact the Marina and Recreation Coordinator in advance to advise if they choose to cancel their ice time and fees will apply as per clause 7.8.6.1.2 of the cancellation policy. The Town through the Parks & Recreation Department reserves the right to cancel any ice time for the just cause where in the event of mechanical or facility breakdown, emergency situation, gross policy violations or when facility rules have been breached.

7.9. **PAYMENT OF INVOICES**

The lessee agrees that ice accounts must be paid within 30 days of invoicing. If payment is not received, the lessee's contract becomes null and void and further ice times will not be allotted. Invoices will also reflect the cost of any repairs due to damage to any part of the facility caused by the lessee or its members.

7.10. **ICE ALLOCATION POLICY REVIEW AND UPDATE**

The Ice Allocation Policy will be reviewed on a regular basis, initiated by the Parks & Recreation Department. The Parks & Recreation Department has the authority to adjust procedural items related to timing, process, etc. as appropriate and to respond to Council directions related to revenue achievement and strategic business approaches.



Lou Jeffries Arena – Rental Terms and Conditions Agreement

Rental bookings are not confirmed until the Town has received a copy of this Rental Terms and Conditions Agreement signed by the Lessee and accompanied by the initial rental fee payment and damage deposit, if any.

The Town of Gananoque hereby grants the signatory (hereinafter called the “Lessee”) permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein of which form part of this Agreement.

CONDITIONS OF USE

1. ICE RESURFACING/FLOODING/ACCESS:

- 1.1. The rental ice time is based on the time and date stipulated.
- 1.2. The Lou Jeffries Arena flood times are traditionally during the last 10 minutes of each rental hour. This is subject to change at the discretion of the Town of Gananoque.
- 1.3. All use of ice to host a game must be communicated to the Manager of Parks & Recreation or Designate during contracting of the ice. If a Lessee wishes to play a game other than pre-scheduled and communicated, the Manager of Parks & Recreation or Designate must be notified 24 hours in advance so additional staff may be scheduled.
- 1.4. All contracted ice time is curfewed per the rental time. Any games that are not to be curfewed must contract an appropriate amount of ice to complete the game thus not impacting other customers.
- 1.5. The Town of Gananoque Arena Staff are in care and control of the facility. The rink staff will resolve all conflicts relating to floods.
- 1.6. If a Lessee (participant, coach, trainer, official, etc.) accesses the ice before or after their contracted times, the appropriate rental fees will apply with a minimum charge based on 30 minutes of usage.
- 1.7. Access to the arena ice surface is permitted as of the start of the contracted ice time. No persons are permitted on the ice during the operation of the ice resurfacing and all gates are to remain closed. Once the Parks & Recreation Operator is off the ice and the gates are closed, participants may access the ice. If at any time users are requested to exit the ice surface by Town of Gananoque staff, please vacate the ice surface immediately.
- 1.8. No persons are permitted on the ice surface without skates with the exception being a trainer responding to an injured participant or official. It is strongly recommended that the trainer be wearing a CSA certified helmet. Bench staff and or individuals who are on the bench and or in the timekeeper’s box must walk around the outside of the boards to gain access. Walking across the ice is strictly prohibited.

2. DRESSING ROOMS:

- 2.1. Dressing Room assignments will be completed for all ice rentals by the Arena Staff. At no time are customers and/or organizations to make changes to the schedule without the prior approval of the Town of Gananoque.
- 2.2. It is strongly recommended that teams lock up team belongings at all times. Dressing Room keys are available for pick up from the Parks & Recreation Operator.
- 2.3. The Lessee will ensure that all dressing rooms are to be vacated within 30 minutes of leaving the ice and will further ensure that the dressing rooms shall be left in a reasonably tidy condition.

- 2.4. Alcohol is only permitted as per the Municipal Alcohol Policy. No alcohol is permitted in dressing rooms at any time.
- 2.5. No smoking/vaping is permitted within 20 meters of the property including parking lots, lobbies, hallways, stands, dressing rooms, etc. as per the Smoke Free Ontario Act.
- 2.6. Supervision is required at all times in the dressing room for youth (17 years of age and younger).
- 2.7. Sport balls or any kind of sporting equipment including pucks are only permitted on the arena floor/ice.

3. CANCELLATION POLICY:

- 3.1. If needed, the Town of Gananoque reserves the right and authority to cancel, reorganize, and reschedule any individual and or group's rental time.
- 3.2. In the event the Lessee cancels a booking, the following cancellation fee(s) will apply:
 - 0-29 days' notice of cancellation = 100% of the ice time invoice.
 - 30-89 days' notice of cancellation = 75% of the ice time invoice.
 - More than 90 days' notice of cancellation = 50% of the ice time invoice.
- 3.3. Should an individual or group wish to cancel a rental time they are to contact the Marina & Recreation Coordinator immediately. Should the time be resold, a refund of 80% will be provided (20% administration fee to be kept). Should the time not be resold the individual or group will be responsible for 100% of the contracted amount of the rental time.
- 3.4. There is a penalty free cancellation period for youth minor organizations and the Senior Islanders to release booking times with no penalty up to October 14th of each year.
- 3.5. Playoffs: Representative Team and Additional Entry Team playoff ice for contracted games may be cancelled when a team is officially eliminated from play. Cancellation must be provided in writing to Marina & Recreation Coordinator the first business day following the team being eliminated from play. Any delays in notification or lack of notification will result in a charge at 100% of the rental rate.
- 3.6. Cancellations due to significant weather events as declared by the Town's Public Works department will not be charged a cancellation fee. However, the Lessee is required to contact the Marina and Recreation Coordinator in advance to advise if they choose to cancel their ice time and fees will apply as per clause 4.2 of the cancellation policy. The Town through the Parks & Recreation Department reserves the right to cancel any ice time for the just cause where in the event of mechanical or facility breakdown, emergency situation, gross policy violations or when facility rules have been breached.

4. FORCE MAJEUR

- 4.1. The performance of this contract is subject to termination without liability upon the occurrence of any circumstances beyond the control of either party-such as acts of God, declared war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities-to the extent that such circumstances make it illegal or impossible to provide or use the facilities. The ability to terminate this contract without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical-but in no event longer than ten (10) days-after learning of such basis.

5. INSURANCE

- 5.1. The lessee will be required to obtain and provide confirmation of the proper insurance policy and maintain throughout the term of the contract General Liability Insurance to provide coverage to the minimum of 5 million dollars (\$5,000,000) per occurrence against loss or damage resulting from bodily injury including death, personal injury, property damage including loss of use thereof and contractual liability in connection with or arising out of the function as a result of any negligence

of the applicant group. If alcohol is being served, confirmation of insurance shall include Host Liquor Liability to the full policy limits. The policy is to contain a cross liability/severability of insured clause. The Corporation of the Town of Gananoque is to be added as an additional insured. The policy is to be endorsed to provide the Town of Gananoque with thirty (30) days' notice of cancellation and is to be considered primary and not excess of any insurance available to the Town of Gananoque.

5.1.1. A lessee may purchase coverage through the User Group Liability Program. Coverage is provided to those lessees who do not have access to liability insurance from other sources, and who have been issued a rental by the Town of Gananoque. Coverage only applies for the activity disclosed on the rental agreement and is subject to the list of predetermined activities. All customers are subject to the limitation and exclusions outlined in the policy documents.

6. FEES & RATES

6.1. Facility use rates and fees will be assessed at the current rates as established by the Town of Gananoque General Fees & Rates By-law, as amended.

7. RULES AND REGULATIONS

- 7.1. The issuance of a Facility rental is entirely at the discretion of The Town of Gananoque. The Town of Gananoque reserves the right to cancel any rental temporarily or permanently:
- 7.1.1. should accommodation be required for special events;
 - 7.1.2. upon breach of these rules and regulations;
 - 7.1.3. should The Town of Gananoque be of the opinion that the premises are not to be or are not being used for the purpose(s) contained in the application;
 - 7.1.4. in the event of inclement weather and/or poor playing conditions; or
 - 7.1.5. should the organization fall in arrears (30+ days money owing) with the Town of Gananoque.
- 7.2. The facilities named on this rental agreement are to be used only on the date(s) and time(s) specified and only for the purpose(s) named. The rental agreement is not valid unless signed by an authorized Town Representative.
- 7.3. The rental agreement is not transferable.
- 7.4. A Lessee wishing to cancel or alter this rental agreement must give written notification as per policies established by The Town of Gananoque.
- 7.5. The Town of Gananoque will not be responsible for personal injury or for the loss or theft of clothing, equipment or any other items of the applicant or organization, or anyone attending on the invitation of the applicant or organization.
- 7.6. The Lessee is to immediately notify the Town of Gananoque if a participant or a member of your organization is injured while on Town premises.
- 7.7. The Lessee must pay for all damages to the facility and/or furnishings arising from the use of such facilities and/or furnishings granted by this permit.
- 7.8. The Lessee must pay such fees for extra work by Town Staff and or Contractors, etc., as the Town of Gananoque may determine.
- 7.9. Maximum attendance at the facility shall be governed by fire regulations or Department of Health.
- 7.10. All exits must be kept free from obstruction at all times.
- 7.11. The Lessee must ensure compliance for all guests/participants with the Smoke Free Ontario Act that prohibits smoking and vaping within 20 meters of the facility property. This includes e-cigarettes as well as all indoor locations.
- 7.12. All Lessees must comply with Federal, Provincial, and Municipal By-Laws and resolutions including those respecting the use of games of chance, lotteries, gambling, and alcoholic beverages.
- 7.13. The Lessee shall be responsible for the conduct and supervision of all persons admitted to the facilities permitted, and shall see that all regulations contained in the permit are strictly observed.
- 7.14. The Lessee shall be responsible for seeing that all persons admitted to the function being held have vacated the permitted facilities and that all privately-owned property and personal effects have been removed promptly on the time specified on this permit.

- 7.15. Admission of animals to the facility is prohibited unless approved by the Town of Gananoque. Exception is approved for Service Animals only.
- 7.16. All activities must be conducted in an orderly manner. The organization you are representing will be responsible for the proper conduct and direct supervision of any of its executive, team personnel, players/members or volunteers. Use of profane language is prohibited.
- 7.17. The person signing this rental agreement must be a person authorized by the organization to do so and such person, when asked, shall produce for inspection such authorization in writing. A person signing a rental agreement shall, when asked, agree to personally guarantee payment of any rent that becomes due to the Town under the rental agreement. If no guarantee is given when required, no rental agreement shall be issued.
- 7.18. The Ministries of Education, Health and Long-Term Care and Tourism, Culture and Sport are working together to increase awareness of head injury prevention. Organizations are encouraged to have a concussion policy and protocol in place as per Rowan's Law and or any other legislation.
- 7.19. The Town of Gananoque shall reserve the exclusive rights to the sale of all food and beverage concessions within the facility. The sale of or solicitation of any tickets, goods or commodities of any nature whether charitable or otherwise shall not be permitted within the facility unless approval is obtained from the Manager of Parks & Recreation or Designate.
- 7.20. For Events that have permission to have food served (given or sold) to the public, a special event application must be submitted to the Leeds, Grenville & Lanark District Health Unit. Please visit <https://healthunit.org/health-information/food-safety/> for more information.

As well, during special events, one or more certified food handler(s) are required to be on site for every hour that the event is operating. O. Reg. 493/17 (Food Premises Regulation) reads: *32. Every operator of a food service premise shall ensure that there is at least one food handler or supervisor on the premise who has completed food handler training during every hour in which the premise is operating.*

8. EMERGENCY PROCEDURES

- 8.1. Hear an alarm/see red strobe lights? Stay Calm!

General Guidelines:

- Evacuation is mandatory
- Exit through the nearest exit
- Follow direction of Town of Gananoque Staff
- Do not re-enter buildings until fire department gives approval
- A defibrillator is located in the Main Lobby of the facility
- Team trainers/organizations are responsible to have their own first aid kits, trained responders, plan in case of injury, emergency evacuation plan, etc.

If an Ambulance is needed call 911 and advise the Operator on duty that an ambulance has been called to the arena at **600 King Street East**.

9. WAIVER CLAUSE

I [we] agree to indemnify and save harmless The Corporation of the Town of Gananoque, it's agents, it's employees, Council, representatives and TLTI/Gananoque Recreation Centre against all loss and damage, including damage to person or property arising from any act of, or negligence of, mine [ours] or of any person acting on my [our] behalf while engaged in the performance of the above Terms and Conditions Agreement at the Lou Jeffries Arena, or while in or about the TLTI/Gananoque Recreation Centre building or premises, or arising from accident or any injury not caused by an act of The Town of Gananoque, it's agents, it's employees, Council, representatives and the TLTI/Gananoque Recreation Centre, to anyone attending the event for which I [we] have rented The Lou Jeffries Arena [and hall/kitchen/grounds] or arising from liens or claims resulting from the performance of this contract.

I have read, understand and agree to the terms and conditions in this agreement and hereby accept the same on behalf of the said members of the organization, team or association. I acknowledge and agree that breach of any of the said conditions may result in the termination of the permit at the discretion of The Town of Gananoque.

Customer Name: _____

Organization: _____

Date: _____

For the Town of Gananoque:

Manager of Parks & Recreation or Designate: _____

Date: _____

The personal information contained on this form is collected under the authority of the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) & the *Personal Health Information Protection Act*. The information is collected to confirm Customer details as stated on this sheet and is pursuant to Section 27 of the *Municipal Freedom of Information and Protection of Privacy Act* & Section 10 of the *Personal Health Information Protection Act*.

Questions about this collection can be directed to the Clerk's Department, Town Hall, 30 King Street East, Gananoque, ON, K7G 2T6, 613-382-2149 ext. 1120, clerk@gananoque.ca.

Council Report – RDS-2026-07

Date: April 8, 2026

IN CAMERA

Subject: Temporary Staffing Request – Asset Management Data Coordinator

Author: David Armstrong, Manager of Public Works

OPEN SESSION

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE DIRECTS STAFF TO POST A SIX (6) MONTH CONTRACT POSITION FOR AN ASSET MANAGEMENT DATA COORDINATOR FOR THE PUBLIC WORKS DEPARTMENT, AS PRESENTED IN COUNCIL REPORT RDS-2026-07.

STRATEGIC PLAN COMMENTS:

Sector 8 – Governance and Administration – Strategic Initiative #4 – Town Council will ensure openness and transparency in its operations.

BACKGROUND:

The Public Works Department operates with a dedicated administrative staffing complement of six (6) full-time non-union staff, consisting of two (2) Superintendents; one (1) Compliance Coordinator; one (1) Technologist; one (1) Technical Administrator, and; one (1) Manager, all of which are currently at or beyond workload capacity. Public Works staff also work closely with key members of other Departments, specifically in this case the Asset Management Coordinator in the Finance Department, whom is also currently at or beyond workload capacity.

INFORMATION/DISCUSSION:

As Public Works continues its work with the Finance Department to embark on advancing our Asset Management Plan (AMP) into our operations, a need has been identified in data collection and coordination. Half of the departments staff have migrated our workflow system to Public Sector Digests' (PSD) City-Wide software earlier in 2026. As is the case with most transitions into newer technology, there have been hiccups and growing pains along the way, however; staff have converted to the new software with relative ease and are operating smoothly after a short period of time.

A gap has been identified in the data collection and coordination with the added information being recorded with the new software. Through discussions with the Treasurer and the Manager of Public Works, it has been decided that the most advantageous path forward is to post for a six (6) month contract position to hire someone with the specialized skillset to comfortably step into the role. This individual will collect the new datasets being recorded in the field and coordinate them in the City-Wide program for future coordination and allocation.

This hire will report to the Manager of Public Works and will work in conjunction with the Asset Management Coordinator and members of Public Works staff.

APPLICABLE POLICY/LEGISLATION:

None.

FINANCIAL CONSIDERATIONS/GRANT OPPORTUNITIES:

Staff believe there is ample flexibility in the 2026 budget for these additional wages by utilizing the allocated budget for a six (6) month Stormwater Administrative Support staff person, as approved in the 2026 Budget.

CONSULTATIONS:

Members of Senior Management

ATTACHMENTS:

N/A

APPROVAL	<p>_____ David Armstrong, Manager of Public Works</p> <p>_____ John Morrison, Treasurer Certifies that unless otherwise provided for in this report the funds are contained within the approved Budgets and that the financial transactions are in compliance with Council's own policies and guidelines and the <i>Municipal Act</i> and regulations.</p> <p>_____ Melanie Kirkby, CAO</p>
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Council Report – RDS-2026-08

Date: April 8, 2026 **IN CAMERA**
Subject: Award of Contract – Backhoe Loader Replacement
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. 2026-028, BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN AGREEMENT WITH BRANDT TRACTOR LTD., FOR THE PROCUREMENT OF A NEW BACKHOE TO AN UPSET LIMIT OF \$298,600.00 (EXCLUSIVE OF TOWN SHARE OF HST), AS PRESCRIBED IN THE QUOTE DATED MARCH 19, 2026, AND AS PRESENTED IN COUNCIL REPORT RDS-2026-08.

STRATEGIC PLAN COMMENTS:

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

BACKGROUND:

As part of the 2026 Capital Budget, Council approved for the purchase of a replacement backhoe in the Public Works fleet. The current backhoe is a 2014 model John Deere and is a critical piece of equipment for the Public Works department, that assists with winter maintenance, excavations for water and wastewater maintenance and repairs, along with many other functions. The backhoe was deemed to be in poor condition when reviewed within the Towns Asset Management Plan in 2024 and in 2025. Staff recommended to replace this backhoe in 2025 as part of the approved capital budget, however council did not approve the purchase.

INFORMATION/DISCUSSION:

Town staff directly communicated with Brandt Tractor Ltd. by way of our joint purchasing agreement through Canoe Procurement of Local Authority Services (LAS) and received a quote for the replacement. The Town has been a member of LAS since 2023 and has utilized their services with a number of procurement projects and have realized financial savings in purchases, as well as savings in staff time administering these purchases.

The replacement backhoe is essentially like-for-like in replacing the current unit, while purchasing replacement attachments along with new attachments (hydraulic hammer and ditching bucket) to enhance the efficiency of the services provided by the Public Works department.

APPLICABLE POLICY/LEGISLATION:

Procurement By-law No. 2025-089

By-law No. 2026-001 – 2026 Operating Budget and 2026 – 2035 Capital Budgets

FINANCIAL CONSIDERATIONS/GRANT OPPORTUNITIES:

The purchase amount is within the approved budget amount of \$340,000 and Town staff are recommending moving ahead with partnering with Brandt Tractor Ltd. for this replacement backhoe. Town staff have been working with Brandt Tractor Ltd. for parts and service for many years and have maintained a positive working relationship throughout this time.

CONSULTATIONS:

Brock Webb, Superintendent of Roads

Matt Hoult, Superintendent of Water & Wastewater

Sean Jackman, Municipal Accounts Manager, Brandt Tractor Ltd.

ATTACHMENTS:

Quote for replacement backhoe with attachments, dated March 19, 2026

Draft By-law No. 2026-028

APPROVAL	<p>_____ David Armstrong, Manager of Public Works</p> <p>_____ John Morrison, Treasurer Certifies that unless otherwise provided for in this report the funds are contained within the approved Budgets and that the financial transactions are in compliance with Council's own policies and guidelines and the <i>Municipal Act</i> and regulations.</p> <p>_____ Melanie Kirkby, CAO</p>
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March 19, 2026

The Corporation of the Town of Gananoque
30 King Street
Gananoque, On
K7G 1E9

(Canoe Member # LAS 1098)

Attention, Mr. Brock Webb

RE : Quote for a new John Deere 410 P Backhoe Loader

Hello Mr. Webb,

Thank you for your interest in Brandt Tractor (**Canoe Member # 011723-JDC**), and our products. I am pleased to present the following Backhoe Loader quote for you to review. The details are as follows:

New John Deere Backhoe Loader – Meets all Canoe Specifications

- Deluxe Cab
- Deluxe Air Ride Seat
- **4 x Fenders**
- 4 Wheel Drive
- Premium Exterior Mirrors – not heated
- **Rear Hydraulic Coupler**
- **Extendable Stick**
- **Radial Tires**
- Climate Control
- Beacon Lights
- **Front Hydraulic Coupler**
- Front Aux Hydraulics
- **Groeneveld Autolube**
- Rear HP and Two Way Aux Hydraulics

Pricing – New Machine 2026

List Price One (1) New John Deere 410 P Backhoe	\$ 363,400.00
Less Canoe Discount	(\$ 101,100.00)
Sale Price (1) New John Deere 410 P Backhoe	\$ 262,300.00

Brandt Tractor

Ottawa Office 190 David Manchester Road, Ottawa, ON K0A 1L0 Phone (613) 831-4044 Fax (613) 831-4045



JOHN DEERE

New Machine Warranty Included: (both warranties start simultaneously at delivery)

- 12 Month Full Factory Warranty with Travel
- 5 year / 5,000 Extra Powertrain and Hydraulic – travel extra

Sale Price - New Attachments:

- | | |
|---------------------------------------|----------------------------|
| • Hydraulic Hammer | \$ 16,900.00 |
| • 1 x Extra Chisel | Included |
| • Hydraulic Thumb (Installed) | Included – Factory Special |
| • Rear 24” Tooth Bucket | \$ 4,500.00 |
| • 48” Forks | \$ 14,900.00 |
| • Front General Bucket 1.5 Cubic Yard | Included – Factory Special |

Total Package Price **\$ 298,600.00**

Tax (13% HST) **\$ 38,818.00**

Final Package Price with Tax **\$ 337,418.00**

**Please Note: Delivery is included.*

I thank you for this opportunity. Please let me know if there is anything else you require.

Sean Jackman

Municipal Accounts Manager / Brandt Tractor Ltd

(613) 880.6321 cell / sjackman@brandt.ca

Brandt Tractor

Ottawa Office 190 David Manchester Road, Ottawa, ON K0A 1L0 Phone (613) 831-4044 Fax (613) 831-4045



JOHN DEERE

THE CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2026-028

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN AGREEMENT WITH BRANDT TRACTOR LTD., FOR THE PROCUREMENT OF A NEW BACKHOE LOADER

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 Council Report RDS-2026-08 and concurred with the recommendation to authorize the Mayor and Clerk to sign an Agreement with Brandt Tractor Ltd., for the procurement of a John Deere Backhoe Loader to an upset limit of \$298,600.00 (exclusive of the Town's share of HST), as prescribed in Quote dated March 19, 2026;

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 Agreement with Brandt Tractor Ltd., for the procurement of a John Deere Backhoe Loader to an upset limit of \$298,600.00 (exclusive of the Town's share of HST), as prescribed in Quote dated March 19, 2026.

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 8th day of April 2026.

John S. Beddows, Mayor

Penny Kelly, Clerk

(Seal)

Council Report – UTIL-2026-05

Date: April 8, 2026 **IN CAMERA**

Subject: Award of Contract – 110 Kate Street – Maintenance and Renovations

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

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE APPROVES A BUDGET DEVIATION IN THE AMOUNT OF \$37,726.00 (EXCLUDING THE TOWN'S SHARE OF HST), AS PRESENTED IN COUNCIL REPORT UTIL-2026-05.

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2026-029, BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN AGREEMENT WITH PATTERSON CONSTRUCTION INC., FOR THE MAINTENANCE AND RENOVATIONS OF 110 KATE STREET, TO AN UPSET LIMIT OF \$37,726.00 (EXCLUDING THE TOWN'S SHARE OF HST), AS PRESCRIBED IN RFQ UTIL-2026-01 AND OUTLINED IN THEIR RFQ SUBMISSION DATED FEBRUARY 26, 2026, AS PRESENTED IN COUNCIL REPORT UTIL-2026-05.

STRATEGIC PLAN COMMENTS:

Sector 2 – Infrastructure/Environment – Strategic Initiative #2 – Maintain an ongoing assessment of the Town's infrastructure to ensure sufficient capacity exists to support future growth.

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

BACKGROUND:

In the 2018 10 Year Capital Plan the Superintendent of Utilities included funding for office space for the Utilities Staff. Originally the plan had been to build offices in the Mezzanine of the Water Filtration Plant (WTP) but the then CBO had identified that structural support would be required for this renovation.

At subsequent Budget meetings discussions were had to look for other Town Owned buildings / spaces that could be renovated at a lower cost than the then estimated cost of \$250,000 to complete the structural reinforcements required at the WTP to support a second floor.

The Public Works Department and the Parks, Recreation, and Facilities Department discussed the recently vacant office space at 110 Kate Street, previously occupied by MyFM. At the 2025 Budget meeting it was discussed that in anticipation of the departure of long standing tenant MYFM, staff would be looking at rehabbing the building for office space.

Staff were unable to secure the design engineer work for a substantial project to renovate the Water Filtration Plant (WTP) to include much-needed office space and break areas for staff, moving staff into the vacant space next door seemed like the most cost effective and logistically best transition.

Public Works and Parks, Recreation, and Facilities have discussed ongoing and future budget allocations required for this space and are moving forward in moving staff into this building.

Prior to being leased as a rental building, 110 Kate st was used as office space for the Gananoque PUC staff.

INFORMATION/DISCUSSION:

Public Works staff released RFQ-UTIL-2026-01 on January 28, 2026, and subsequently closed on February 26, 2026. At the time of closing there was four (4) permissible submissions received, as outlined in the table below:

Company	Bid Amount (excl. HST)	Complete Submission
Rockmill Inc.	\$41,320.00	Y
Patterson Construction Inc.	\$37,726.00	Y
David J. Cupido Construction Ltd.	\$48,905.00	Y
SG General Contracting Inc.	\$82,500.00	Y

The RFQ document is attached for Council to review the scope of work.

APPLICABLE POLICY/LEGISLATION:

Procurement By-law No. 2025-089

By-law No. 2026-001 – 2026 10-Year Capital and Operating Budget

FINANCIAL CONSIDERATIONS/GRANT OPPORTUNITIES:

This project was not directly referenced in the 2026 approved budget however; there is approximately \$50,000 remaining in the Work In Progress (WIP) accounts from the 2025 Budget for the maintenance of the Public Works office and garage.

Staff are recommending utilizing the carry forward funds for this project and complete the outstanding repairs and maintenance items with the approved 2026 budgeted amounts at the office and garage.

Moving forward, Public Works will include a repair and maintenance line in future budgets to allow for adequate funding for this building and office space.

Public Works staff have experience with this contractor and feel they have the capability and awareness to undertake a project of this nature.

CONSULTATIONS:

Charles Fromentin, PW Technologist
Matt Hault, Superintendent of Water & Wastewater
Robert Kennedy, Superintendent of Parks & Facilities

ATTACHMENTS:

Memo of Recommendation – Public Works Technologist
RFQ-UTIL-2026-01
Draft By-law No. 2026-029

APPROVAL	<p>_____ David Armstrong, Manager of Public Works</p> <p>_____ John Morrison, Treasurer Certifies that unless otherwise provided for in this report the funds are contained within the approved Budgets and that the financial transactions are in compliance with Council's own policies and guidelines and the <i>Municipal Act</i> and regulations.</p> <p>_____ Melanie Kirkby, CAO</p>
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To: David Armstrong, CRS – I
Public Works Manager

From: Charles Fromentin, C. Tech
Public Works Technologist

Date: February 27, 2026

Re: Award Recommendation – RFQ UTL-2026-01 – Building Renovations at 110 Kate Street

1. Purpose

The purpose of this memorandum is to summarize the evaluation results for RFQ UTL-2026-01 – Building Renovations at 110 Kate Street and to provide an award recommendation.

2. Background

The Town issued an RFQ seeking quotations for interior renovations at the Public Works Facility located at 110 Kate Street. The scope includes installation of a new kitchenette, wall treatments and painting, removal of the half wall in the meeting area, flooring replacement, ceiling replacement, and optional provisional items. The RFQ states that the lowest or any bid is not necessarily accepted.

3. Bids Received

Four submissions were received:

- Rockmill Inc. – Base: \$30,645 | Provisional: \$10,675 | Total: \$41,320
- Patterson Construction Inc. – Base: \$32,806 | Provisional: \$4,920 | Total: \$37,726
- David J. Cupido Construction Ltd. – Base: \$43,940 | Provisional: \$4,965 | Total: \$48,905
- SG General Contracting Inc. – Base: \$73,000 | Provisional: \$9,500 | Total: \$82,500

All pricing excludes HST.

4. Evaluation Methodology and Rationale

Pursuant to the terms of the RFQ, which expressly state that the lowest or any bid is not necessarily accepted, submissions were evaluated on a best-value basis rather than price alone.

While price remains a significant consideration in municipal procurement, the Town is obligated to ensure fiscal responsibility, technical compliance, and mitigation of financial risk. Where the variance between leading bids is minimal (approximately 7% in this case), it is appropriate and consistent with established municipal procurement principles to assess qualitative risk and compliance factors in addition to price.

To ensure transparency, consistency, and defensibility, submissions were evaluated using a structured, risk-weighted scoring matrix with the following criteria:

- **Price – 40%**

- **Technical Compliance – 25%**
- **Risk Exposure – 20%**
- **Experience & Capacity – 15%**

Price scoring was calculated using a proportional formula to ensure objective and mathematically consistent evaluation. The lowest compliant base bid received full price points, with other bids scored proportionally.

Technical compliance and risk exposure were assessed based on the reasonableness of trade cost distribution, alignment with RFQ and Addendum specifications, and the likelihood of post-award change orders or scope disputes. Submissions demonstrating balanced pricing and reduced risk exposure were scored accordingly.

Given the narrow price differential between the two lowest bidders, qualitative risk considerations were determinative in identifying the submission representing the best overall value to the Town. The evaluation methodology was applied consistently across all bids and reflects prudent financial stewardship, transparency, and recognized municipal procurement best practices.

The recommended award represents the submission offering the most defensible balance of price, compliance, and risk mitigation.

5. Evaluation Results

Final weighted scores were as follows:

- Patterson Construction Inc. – 91.4
- Rockmill Inc. – 89.0
- David J. Cupido Construction Ltd. – 79.9
- SG General Contracting Inc. – 68.8

Patterson Construction Inc. achieved the highest overall score.

6. Discussion

While Rockmill submitted the lowest base bid, certain line items were priced significantly below competing bids, introducing potential change order risk. Patterson Construction Inc. demonstrated balanced pricing across scope items, realistic cost allocation between trades, and reduced risk exposure. Given the narrow price difference between Rockmill and Patterson (approximately 7%), risk exposure and compliance became the determining factors rather than price alone.

7. Recommendation

It is recommended that Patterson Construction Inc. be awarded RFQ UTL-2026-01 – Building Renovations at 110 Kate Street in the amount of \$32,806 (excluding HST) for Items 1–5, with Provisional Items awarded at the Town’s discretion. Award shall be conditional upon verification of insurance and WSIB clearance, confirmation of required permits, and execution of the Town’s standard agreement

Respectfully Submitted,



Charles Fromentin, C. Tech
Public Works Technologist



**REQUEST FOR QUOTATION
UTL-2026-01**

**Building Renovations
at 110 Kate Street
Public Works Facility Office**

Charles Fromentin
Public Works Technologist
Town of Gananoque
30 King Street East
Gananoque, Ontario

INTRODUCTION:

The Town of Gananoque, otherwise referred to as “The Town”, owns and maintains the Public Works Facility at 110 Kate Street, Gananoque.

The Town is seeking Quotations for building maintenance services for interior renovations to this facility in early 2026.



RFQ Closing Date: February 19, 2026
RFQ Closing Time: 1:00 p.m.

INFORMATION TO BIDDERS:

1. The deadline for submission is **February 19, 2026**, at 1:00p.m.
2. Quotations are being accepted via www.Biddingo.com only.
3. All questions regarding this RFQ must be submitted via www.Biddingo.com prior to the deadline of February 12, 2026, at 1:00p.m.
4. There is an onsite meeting/walk through of the facility on February 5, 2026, at 10:00am. **Interested Bidders should arrive at 110 Kate St no later than 9:45a.m.** Attendance is strongly encouraged. There is no requirement to register as an attendee prior to.
5. Submissions received after the deadline will not be accepted.
6. The Town reserves the right to reject any or all submissions, as a whole or in parts,

and waive formalities in the best interest of The Town, without stating reasons. The Town reserves the right to terminate an RFQ process at any time, without stating reasons.

7. The Town reserves the right to request additional data or information after the submittal date, if such data or information is considered pertinent to aid the selection process.
8. The Town reserves the right to take any action affecting the RFQ or the services or facilities subject to this RFQ that would be in the best interest of The Town.
9. The Town may require one or more Proponent to supplement, clarify or provide additional information in order for The Town to evaluate the Quotations submitted.

Quotation Submissions: www.Biddingo.com

Late submissions will not be accepted.

Lowest or any Bid not necessarily accepted.

PROJECT COMPLETION DATE:

Start Date: March 16, 2026

Completion Date: April 17, 2026

AWARD:

1. Lowest Bid not necessarily accepted.
2. A Bidder must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing, necessary to meet satisfactorily, the requirements set forth or implied in the RFQ.
3. The Town reserves the right to terminate the contract for sufficient cause, including but not limited to, poor performance, late delivery, inferior quality, incorrect pricing or health and safety concerns. If the successful Contractor fails to perform the work properly or fails to perform any provision of this RFQ, The Town may terminate the contract with written notice.

SCOPE OF WORK:

The successful Proponent shall provide all labour, materials, equipment and supervision necessary to complete interior renovations at the “**Pump House**” Facility located at **110 Kate Street**, including the following:

1. Kitchenette – Main Floor

Supply and install a new kitchenette on the main floor. Two potential locations have been identified by the Town, with the final location to be confirmed prior to construction.

The kitchenette shall include, at a minimum:

- Upper and/or lower cabinetry suitable for staff use
- Countertop with adequate workspace
- Sink and faucet
- Space and connections for a refrigerator
- Space and connections for a microwave
- Space and connections for a toaster or toaster oven
- Storage for cutlery and small kitchen items

Internal plumbing shall be extended from the adjacent rented space (1000 Islands Kayaking) to service the kitchenette sink. Electrical connections for appliances shall be included. Minor extension of the kitchenette into the Meeting Area may be required depending on final layout. The Meeting Area is intended to function as the Utilities Department lunchroom.

2. Wall Treatments and Painting

- Remove existing sound-deadening foam from walls where present.
- Repair wall surfaces, as required.
- Prepare and paint walls with a light, neutral colour (white or very light yellow) to refresh and brighten the space, including covering the existing neon green accent wall.

3. Removal of Half Wall – Meeting Area

- Remove the existing half wall located just inside the main entrance to the Meeting Area.
- Repair and restore affected wall, floor, and ceiling finishes as required.
- Work shall be coordinated with flooring replacement to minimize rework.

4. Flooring Replacement – Throughout

- Remove and dispose of the existing carpet.
- Supply and install new durable, smooth, easy-to-clean flooring suitable for a high-traffic work environment where staff regularly wear outdoor footwear.

5. Ceiling Replacement – Meeting Area

- Remove the existing dark-coloured, plastic drop ceiling tiles and associated components. Maintain or replace lighting.
- Supply and install new standard ceiling tiles in a lighter colour to improve brightness and appearance.

6. Provisional Items

- Replace the existing bathroom vanity and sink with a new vanity and sink at a more suitable height, including required plumbing reconnections.
- Replace existing lighting fixtures with LED/LED compatible units.
- Repair or replace the door latch/lock mechanism on the rear door of the downstairs office.
- Modify or replace door hardware on the downstairs office to allow for proper latching and locking.

Provisional items shall be priced separately and may be awarded at the Town's discretion.

7. Permits and Approvals

The successful Contractor shall be solely responsible for identifying, obtaining and complying with all required permits, approvals, inspections and associated fees related to the work, including but not limited to building, plumbing and electrical permits

BIDDER INFORMATION SHEET	
Company Name	
Contact Name	
Position	
Address	
Phone Number	
Email Address	
HST #	

BID FORM

Item	Description	Total Price
1.	Kitchenette – Main Floor (LS)	\$
2.	Wall Treatments and Painting (LS)	\$
3.	Removal of Half Wall – Meeting Area (LS)	\$
4.	Flooring Replacement – Throughout (LS)	\$
5.	Ceiling Replacement – Meeting Area (LS)	\$
TOTAL PRICE (Items 1-5)		\$
6.	<p>Provisional Items</p> <p>A. Replace the existing bathroom vanity and sink with a new vanity and sink at a more suitable height, including required plumbing reconnections.</p> <p>B. Replace existing lighting fixtures with LED/LED compatible units.</p> <p>C. Repair or replace the door latch/lock mechanism on the rear door of the downstairs office.</p> <p>D. Modify or replace door hardware on the downstairs office to allow for proper latching and locking.</p>	<p>\$</p> <p>\$</p> <p>\$</p> <p>\$</p>
TOTAL PRICE (Item 6.A-D)		\$

LS = Lump Sum

All Pricing to exclude HST

Project Completion Date: April 17, 2026

Initials: _____

It shall be a condition of the contract to be entered into, pursuant to this RFQ process, that all applications under this contract shall be completed prior to the project completion date (above).

Notes

All work to conform to the Ontario Building Code, Technical Standards & Safety Authority (TSSA), Electrical Safety Authority (ESA), Ontario Provincial Standard Specification (OPSS), Ontario Provincial Standard Drawings (OPSD) and Town of Gananoque Standards where applicable, and to the manufacturer's instructions for proprietary products.

I/We _____ the undersigned, have carefully examined the RFQ documents and specifications and am fully informed as to The Town's requirements. I/We hereby offer to supply the services for the Scope of Work at 110 Kate Street.

Dated at _____ this ____ day of _____, 2026.

Print Name: _____

Signature: _____

BIDDER'S DECLARATION FORM

I/We (enter name) _____

Title/Position _____

Organization or Business _____

Declare that no person, firm or corporation other than the one whose signature or the signature of whose proper officers is attached below, has any interest in this Proposal or in the Contract proposed to be undertaken.

Further declare that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a Proposal for the same work and is in all respects fair and without collusion or fraud.

Further declare that no Town employee, or Member of Council and their families is, or will become interested directly as a contracting party or otherwise or in the performance of the Contract or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or any of the monies to be derived therefrom.

Further declare that the several matters stated in the said submission are in all respects true.

Further declare that I/We have examined the RFQ in detail and hereby propose and offer to enter into a contract to provide all of the items mentioned and described or implied therein, including, in every case, freight, duty exchange, and to accept in full payment therefore, the sums calculated in accordance with the actual quantities provided, and Unit Prices attached to this Bid.

I/We agree that this offer is to continue open for acceptance until a formal contract is executed or a Purchase Order is issued to the successful Bidder.

Signature of Authorized Officer

Date

THE CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2026-029

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN AGREEMENT WITH PATTERSON CONSTRUCTION INC., FOR THE MAINTENANCE AND RENOVATIONS OF 110 KATE STREET

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 Council Report UTIL-2026-05 and concurred with the recommendation to authorize the Mayor and Clerk to sign an Agreement with Patterson Construction Inc., for the maintenance and renovations of 110 Kate Street, to upset limit of \$37,726.00 (excluding the Town’s share of HST), as prescribed in RFQ UTIL-2026-01, and as outlined in RFQ submission dated February 26, 2026;

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 Agreement with Patterson Construction Inc., for the maintenance and renovations of 110 Kate Street, to upset limit of \$37,726.00 (excluding the Town’s share of HST), as prescribed in RFQ UTIL-2026-01, and as outlined in RFQ submission dated February 26, 2026.
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 8th day of April 2026.

John S. Beddows, Mayor

Penny Kelly, Clerk

(Seal)

Council Report – FIN-2026-07

Date: April 8, 2026 **IN CAMERA**
Subject: 2025 Treasurer’s Statement – Development Charges Reserve Fund (DCRF)
Author: John Morrison, Treasurer **OPEN SESSION**

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVES AS INFORMATION, THE 2025 TREASURER’S STATEMENT FOR THE DEVELOPMENT CHARGES RESERVE FUNDS (DCRF), AS PRESENTED IN COUNCIL REPORT FIN-2026-07.

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.

BACKGROUND:

The *Development Charges Act, 1997*, as amended (DCA) require that financial statements relating to a municipality’s development charges by-laws and reserve funds be provided annually to council, the public and upon request the Ministry of Municipal Affairs and Housing (MMAH). The prescribed information to be contained in the statements is regulated through subsection 43 (2) of the DCA and sections 12 and 13 of Ontario Regulation 82/98 (O.Reg. 82/98).

INFORMATION/DISCUSSION:

In accordance with Section 33 of the *Development Charges Act, 1997* (“DC Act”), the Town of Gananoque maintains separate reserve funds for each program that a development charge (DC) relates to (e.g. Parks & Recreation, Roads and Wastewater). The monies collected from the Development Charge By-law No. 2020-026 have been distributed to the appropriate Development Charge Reserve Fund.

The Statement of Development Charges for the fiscal year 2025 includes:

- a. Statements of the opening and closing balances of the reserve funds and of the transactions relating to the fund;
- b. Statements identifying:
 - i. all assets whose capital costs were funded under the development charge by-law during the year,
- c. for each asset mentioned in subclause (i), the manner of which any capital cost not funded under the by-law was or will be funded; and statement as to compliance with subsection 59.1(1) of the DC Act, in that it did not impose a charge related to a development, or a requirement to construct a service related to development, except as permitted by the DC Act, or another Act.

To help manage DC cash flow and to provide additional flexibility the Town is permitted to transfer monies from other reserves provided that the project being funded is found in the DC Background Study. The Town is also permitted to issue debentures that can be funded by DC charges.

Lastly, the Town may borrow money from the DC reserve funds.

Table 1 Summary of DC Reserve Funds (\$ Thousands)

Beginning Balance as of January 1st, 2025,		\$186
Add:		
Developer Contributions	\$56	
Internal Interest Income (expense)	6	
Transfers from Other Reserves	0	62
Less:		
Capital Spending	(\$186)	
External Debt Charges	(0)	
		(\$186)
Add:		
Debenture Issuance		0
Available Funds for Capital Projects		186
Less:		
Project Encumbrance (committed to active capital works)		(0)
Development Charges Reserve Fund As of December 31st, 2025		\$62

APPLICABLE POLICY/LEGISLATION:

Development Charges Act, 1997, as amended

FINANCIAL CONSIDERATIONS:

In 2025, developer contributions totaled \$55,734.43 (2024 – \$49,403.53), while interest earned amounted to \$6,243.04 (2024 – \$6,433.25). In 2025, the Development Charges Reserve Funds were utilized as a source of capital funding for the Wet Well Twinning Project. The 2020 Development Charges Background Study outlines the permitted amount of DC funding available to support this project. No committed encumbrances were established that would result in an over-commitment of the Development Charges Reserve Funds.

CONSULTATIONS:

None

ATTACHMENTS:

Treasurer's Statement – Development Charges Reserve Funds

<p>APPROVAL</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 follow 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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Report Council – FIN-2026-08

Date: April 8, 2026 **IN CAMERA**
Subject: 2025 Statement of Council and Board Remuneration and Expenses
Author: John Morrison, Treasurer **OPEN SESSION**

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVES FOR INFORMATION, THE STATEMENT OF COUNCIL AND COMMITTEE AND LOCAL BOARD REMUNERATION AND EXPENSES FOR THE YEAR ENDED DECEMBER 31, 2025, TO COMPLY WITH LEGISLATIVE REQUIREMENTS, AS PRESENTED IN REPORT COUNCIL-FIN-2026-08.

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.

BACKGROUND:

The *Municipal Act*, S.O. 2001, c. 25, Section 284 requires

284 (1) The treasurer of a municipality shall in each year on or before March 31 provide to the council of the municipality an itemized statement on remuneration and expenses paid in the previous year to,

- (a) each member of council in respect of his or her services as a member of the council or any other body, including a local board, to which the member has been appointed by council or on which the member holds office by virtue of being a member of council;
- (b) each member of council in respect of his or her services as an officer or employee of the municipality or other body described in clause (a); and
- (c) each person, other than a member of council, appointed by the municipality to serve as a member of any body, including a local board, in respect of his or her services as a member of the body. 2001, c. 25, s. 284 (1).

INFORMATION/DISCUSSION:

Attached is a summary of the remuneration and expenses for the year ended December 31, 2025. Table 1 is a summary of Council remuneration and expenses.

APPLICABLE POLICY/LEGISLATION:

The *Municipal Act*, S.O. 2001, c. 25, Section 284 (1)(a)(b)(c)

FINANCIAL CONSIDERATIONS:

Council Remuneration is included as part of the Township’s annual operating budget. The 2025 operating budget estimate totaled \$170,365.00 including conferences and travel. As per the attached Table-1, overall remuneration and expenses \$138,639.18, representing 81.37% of the budget.

CONSULTATIONS:

None

ATTACHMENTS:

Treasurers Statement of Remuneration & Expenses Paid to Council Members and Board Members for the Year 2025.

APPROVAL	<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 follow 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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**Treasurer's Statement of Remuneration and Expenses Paid to Council Members and Members of Local Boards for the Year of 2025
Town of Gananoque - Pursuant to Section 284 of the Municipal Act, S. O. 2001**

Name	Remuneration	Honorariums	Conferences	Hotels	Meals	Mileage & Parking	Misc.	Total Remuneration
Council								
John Beddows	18,281.26	5,490.42	1,067.85	1,485.22	66.00	2,671.27	295.29	29,357.31
Vicki Leakey	19,202.82							19,202.82
Colin Brown	16,317.60	1,830.14				148.40		18,296.14
Matthew Harper	16,317.60	1,650.00						17,967.60
Patrick Kirkby	16,317.60							16,317.60
Anne-Marie Koiner	16,317.60	1,088.52	1,067.85	1,184.57		921.57		20,580.11
David Osmond	16,317.60	600.00						16,917.60
Total Paid	119,072.08	10,659.08	2,135.70	2,669.79	66.00	3,741.24	295.29	138,639.18
Police Service Board								
David Anderson		1,950.00						1,950.00
Christine Milks		4,000.00	2,781.87	1,104.28	194.39	1,213.26	-	9,293.80
Total Paid	-	5,950.00	2,781.87	1,104.28	194.39	1,213.26	-	11,243.80

Persuant to the Town of Gananoque
By-law 2021-064 Establish Remuneration & Expenses For Council and Local Boards

Dated the 8th Day of April, 2026

John Morrison, Treasurer
Town of Gananoque

Council Report – CSC-2026-01

Date: April 8, 2026

IN CAMERA

Subject: Integrity Commissioner – Extension of Agreement

Author: Penny Kelly, Clerk

OPEN SESSION

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2026-031, BEING A BY-LAW TO AMEND BY-LAW NO. 2023-062, A BY-LAW TO APPOINT MR. TONY FLEMING, AS INTEGRITY COMMISSIONER FOR A PERIOD OF THREE (3) YEARS, WITH AN OPTION TO RENEW FOR AN ADDITIONAL TWO (2) YEARS, TO EXTEND THE APPOINTMENT TERM TO MAY 3, 2028,

AND FURTHER AMENDS SECTION 5 “COMPENSATION”, SUBSECTION 5.1, TO REMOVE \$295 PER HOUR AND REPLACE WITH \$325 PER HOUR, AS PRESENTED IN COUNCIL REPORT CSC-2026-01.

STRATEGIC PLAN COMMENTS:

Sector 8 – Governance – Strategic Initiative #4 – Town Council will ensure openness and transparency in its operations, and; C) Ensure compliance with the Council Code of Conduct.

BACKGROUND:

Pursuant to the *Municipal Act*, Section 223.3, all municipalities shall adopt a Council Code of Conduct and appoint an Integrity Commissioner.

An Integrity Commissioner is an independent and impartial person hired by the Municipality as a confidential advisor to Mayor and Council regarding situations pertaining to the Council Code of Conduct, *Municipal Act* and the *Municipal Conflict of Interest Act*. The Integrity Commissioner investigates complaints received from any person regarding a breach of the Council Code of Conduct.

INFORMATION/DISCUSSION:

On May 2nd, 2023, Council passed By-law No. 2023-062, being a By-law to authorize the Mayor and Clerk to sign an Agreement with Mr. Tony Fleming, to be appointed as the Integrity Commissioner for a period three (3) years, with an option to renew for an additional two (2) years.

The Term of Agreement (Section 2) states:

“2.1 The Integrity Commissioner’s appointment pursuant to this Agreement is effective May 3, 2023, and will continue for a period of three (3) years with an option to renew for an additional two (2) years, unless terminated earlier in accordance with this clause:

2.1.1. The Town may release the Integrity Commissioner from the Agreement at any time, with ninety (90) days written notice.

2.1.2. The Integrity Commissioner shall provide ninety (90) days written notice to the Town of his intention to resign as the Municipalities' Integrity Commissioner and his resignation shall only be effective at the expiry of the notice period.”

Neither party exercised its right under Section 2 of the Agreement.

Section 4. RENEWAL, further states:

“4.1. The Integrity Commissioner's appointment pursuant to this Agreement may be renewed for a further two (2) years after the original three (3) year term, on the mutual agreement of the Parties.”

Staff have contacted Mr. Fleming regarding the renewal section of the Integrity Commissioner Appointment/Agreement and Mr. Fleming stated that he would be pleased to renew with the Town of Gananoque for an additional two (2) years. Mr. Fleming also advised that the hourly fee of \$295.00 per hour, plus applicable taxes has been increased to \$325.00 per hour

Should Council wish to exercise its right under Section 4.1., staff recommend passing an amending By-law to extend the appointment of Mr. Fleming as the Town’s Integrity Commissioner for an additional two (2) years and further amends Section 5 “COMPENSATION”, Subsection 5.1., to remove “an hourly fee of \$295.00” and replace with “an hourly fee of \$325/hour”. All other Terms and Conditions shall remain in effect.

APPLICABLE POLICY/LEGISLATION:

Municipal Act;
Municipal Conflict of Interest Act, and;
Council Code of Conduct.

FINANCIAL CONSIDERATIONS:

None.

CONSULTATIONS:

Melanie Kirkby, CAO
Tony Fleming, Integrity Commissioner

ATTACHMENTS:

By-law No. 2023-062 – Appointment/Agreement – Integrity Commissioner

APPROVAL	<p>_____</p> <p>Penny Kelly, Clerk</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. 2023-062

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN AGREEMENT WITH MR. TONY FLEMING, CUNNINGHAM SWAN, TO BE APPOINTED AS THE INTEGRITY COMMISSIONER FOR A PERIOD OF THREE (3) YEARS, WITH AN OPTION TO RENEW FOR AN ADDITIONAL TWO (2) YEARS

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 Report Council CSC-2023-07, and concurs with the recommendation to pass a By-law authorizing the Mayor and Clerk to sign an Agreement with Tony Fleming, Cunningham and Swan, to be appointed as Integrity Commissioner for a period of three (3) years, with an option to renew for an additional two (2) years;

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

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

1. AUTHORIZATION:

1.1. That the Mayor and Clerk are hereby authorized sign a Agreement with Mr. Tony Fleming, Cunningham Swan, to be appointed as the Integrity Commissioner for a period of three (3) years, with an option to renew for an additional (1) year.

2. SCHEDULE

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

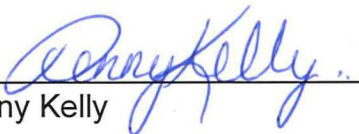
3. EFFECTIVE DATE:

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 2nd day of May 2023



John S. Beddows, Mayor



Penny Kelly

(Seal)

- 1.3. The Integrity Commissioner will provide the services/scope and undertake the work as set out in the Request for Proposals and its Addendum, attached hereto as Schedule 'A', and as described in the proposal submitted dated February 6th, 2023, attached hereto as Schedule 'B', all documents forming part of this Agreement.

2. TERM OF AGREEMENT

- 2.1. The Integrity Commissioner's appointment pursuant to this Agreement is effective on May 3, 2023 and will continue for a period of three (3) years with an option to renew for an additional two (2) years, unless terminated earlier in accordance with this clause:
 - 2.1.1. The Town may release the Integrity Commissioner from the Agreement at any time, with ninety (90) days written notice.
 - 2.1.2. The Integrity Commissioner shall provide ninety (90) days written notice to the Town of his intention to resign as the Municipalities' Integrity Commissioner and his resignation shall only be effective at the expiry of the notice period.

3. RECORDS

- 3.1. All records are the property of the Town and shall be submitted to the Clerk upon termination of the Agreement.

4. RENEWAL

- 4.1. The Integrity Commissioner's appointment pursuant to this Agreement may be renewed for a further two (2) years after the original three (3) year term, on the mutual agreement of the Parties.

5. COMPENSATION

- 5.1. The Town agrees to pay the Integrity Commissioner an hourly fee of \$295.00 per hour, plus applicable taxes, for work undertaken by Tony Fleming, during such time that the Integrity Commissioner is actively carrying out his or her duties pursuant to this Agreement.
- 5.2. The Town agrees to reimburse the Integrity Commissioner for all reasonable expenses and disbursements, including mileage at a rate of \$0.53 per kilometer (or any agree-upon flat rate), incurred by the Integrity Commissioner, which are necessary to enable the Integrity Commissioner to perform his duties pursuant to this Agreement.

6. CONSULTANT STATUS

- 6.1. In performing his or her duties and responsibilities as Integrity Commissioner pursuant to this Agreement, it is recognized that the Integrity Commissioner is independent of the Town and administration and shall report directly to Council.

- 6.2. The Integrity Commissioner acknowledges that he is an independent contractor and shall not be deemed an employee of the Town, for any purpose. The Integrity Commissioner further acknowledges that, as an independent contractor, they will not be entitled to any employment-related benefit, including such benefits that are applicable to employees of the Town.
- 6.3. In light of the Integrity Commissioner's status as an independent contractor, the Town shall have no responsibility whatsoever with regard to any income taxes or any other remittances which may be payable by the Integrity Commissioner on the fees paid under this Agreement. The Town assumes no obligation or liability to deduct or remit any statutory or government remittances.

7. CONFIDENTIAL INFORMATION

- 7.1. The Integrity Commissioner acknowledges that the Town is an institution for the purposes of the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA). Accordingly, the Integrity Commissioner undertakes not to disclose information subject to the MFIPPA except as may be necessary in the proper discharge of his duties and responsibilities pursuant to the Terms of this Agreement and in accordance with the MFIPPA.

This Article shall survive the termination of this Agreement.

8. DELEGATION

- 8.1. If the Integrity Commissioner determines it is necessary to delegate some or all of his powers and duties, then he may do so in writing to any person other than a member of Council, provided that the person to whom such a delegation is made possesses the requisite skills and abilities and agrees in writing to be governed by the same duties of confidentiality as the Integrity Commissioner and abide by the Terms and Conditions of this Agreement. The Integrity Commissioner shall not assign or sublet the whole or any part of this Agreement without the prior written consent of the Town.

9. INSURANCE

- 9.1. The Integrity Commissioner shall, at his expense, obtain and keep in force during the term of this Agreement, Comprehensive General Liability Insurance satisfactory to the municipality, including the following:
 - 9.1.1. Issued on an occurrence basis for an amount of not less than \$2,000,000 per occurrence / \$2,000,000 annual aggregate for any negligent acts or omissions by the Integrity Commissioner relating to her or her obligations under this Agreement. Such insurance shall include, but is not limited to, bodily injury and property damage including loss of use; personal and advertising injury; contractual liability; premises, property and operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products and completed operations; employees as Additional Insured(s); contingent

employers liability; tenants legal liability; cross liability and severability of interest clause. Such insurance shall not contain a failure to perform exclusion.

- 9.1.2. The Integrity Commissioner is required to submit insurance documents listing all coverages and amounts as indicated, in a form satisfactory to the Town upon the signing of this Agreement.

10. INDEMNITY

10.1. The Town hereby agrees to indemnify and save harmless the Integrity Commissioner and their delegates from and against any and all liabilities, losses, expenses, costs (including legal costs), demands, damages, suits, judgments, penalties, expenses and liabilities of any kind or nature whatsoever arising out of the carrying out by the Integrity Commissioner and his or her delegates in good faith of their duties and responsibilities under this Agreement including, but not limited to, any alleged breach of this Agreement, any procedural defect or other breach of the relevant statutory provisions. The Integrity Commissioner shall indemnify and hold the Town harmless from and against any alleged breach of this Agreement, any procedural defect or other breach of the relevant statutory provisions. Further, this indemnity shall hold the Town harmless from and against any liability, loss, claims, demands, costs (including legal costs), damages, suits, judgments, penalties, and expenses, including reasonable, occasioned wholly or in part by any negligence, acts or omissions whether willful or otherwise by the Integrity Commissioner, their agents, officers, employees or other persons for whom the Integrity Commissioner is legally responsible.

10.2. In the event of any dispute with respect to the payment of the invoices, or any other matter in dispute which cannot otherwise be resolved between the Integrity Commissioner and the Town hereby agree to submit the matter to an impartial arbitrator under the *Arbitrations Act*, whose decision shall be final and binding. In the event that a matter is referred to an Arbiter under this Article, the Town and the Integrity Commissioner agree to equally share the cost of the Arbiter and any related expenses.

10.3. This Article shall survive termination of this Agreement.

11. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES

11.1. The *Accessibility for Ontarians with Disabilities Act, 2005* (AODA), Accessibility Standard for Customer Service (ASCS) and the Integrated Accessibility Standards Regulation (IASR) requires all contractors and their employees who provide goods, services or facilities on behalf of the Town of Gananoque receive training on these standards and on the Human Rights Code as they pertain to persons with disabilities. Contractors must keep records of all training, including dates when training was provided, the number of employees who received training and individual training records for their business.


Contractors are required to make this information available to the Town and/or the Province upon request.

12. GENERAL PROVISIONS

- 12.1. This Agreement shall be governed by and construed exclusively in accordance with the laws of the province of Ontario.
- 12.2. If any provision of this Agreement is declared to be void or unenforceable, such provision shall be deemed to be separate from the remainder of this Agreement to the extent of the particular circumstances giving rise to such declaration, and such provision as it applies to other persons and circumstances and the remaining Terms and Conditions of this Agreement shall remain in full force and effect.
- 12.3. This Agreement, along with the attached Schedules A and B, constitutes the entire Agreement between the Parties and supersedes all previous negotiations, understandings and agreement, whether verbal or written, with respect to any matters referred to in this Agreement.
- 12.4. This Agreement shall ensure to the benefit of, and be binding on, the Parties and their successors and assigns.

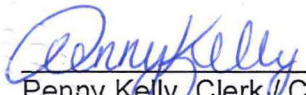
The Parties have executed this Agreement this 3rd day of May, 2023.

THE CORPORATION OF THE TOWN OF GANANOQUE



John S. Beddows, Mayor

May 10, 2023
Date



Penny Kelly, Clerk/CEMC

May 10, 2023
Date

"I/We have the authority to bind the Corporation"

INTEGRITY COMMISSIONER

CUNNINGHAM SWAN



Tony Fleming

May 8, 2023
Date

"I have the authority to bind the Corporation"

From: paulhardingingan

Sent: Thursday, March 12, 2026 1:16:27 PM

To: John Beddows <jbeddows@gananoque.ca>; Colin Brown <cbrown@gananoque.ca>; Matt Harper <mharper@gananoque.ca>; Patrick Kirkby <pkirkby@gananoque.ca>; Anne-Marie Koiner <amkoiner@gananoque.ca>; Vicki Leakey <vleakey@gananoque.ca>; David Osmond <dosmond@gananoque.ca>

Subject: High Speed Rail

Dear Mayor and Councilors

I am normally an acquiescent, person, accepting that government knows best and as our elected representatives we should let them get on with it.

I believe, however, in the case of the proposed high speed rail they have got it wrong. This unnecessary \$93,000,000,000 project is an obscenity in a country where critically ill hospital patients are on stretchers in closets. The number of people who need to get from Montreal to Toronto in 2 hours is limited. We have perfectly good rail service which needs to be upgraded to provide affordable, dependable transportation on existing lines. Mismanagement has resulted in trains which can neither be afforded nor depended upon to be on time.

A high speed rail corridor will intrude on fragile ecosystems and precious farmland. Farmers will have their land expropriated without consultation, negotiation or recourse to appeal, due to Bill C-15. Level crossings will become a thing of the past, causing serious delays to emergency vehicles as they are rerouted to the few remaining roads which will traverse the HSR line. I believe there is every likelihood that VIA service to smaller communities - Cornwall - Brockville - Gananoque - Belleville - will eventually be eliminated, when we *should* be making public transit *more* accessible.

I call upon the Council of The Town of Gananoque to join surrounding communities in taking a stand against this project.

Thank you for your consideration.

Paul Harding
Gananoque, Ontario



www.on.legion.ca

The Royal Canadian Legion Ontario Command

“Military Service Recognition Book”

Dear Sir/Madam:

Thank you for your interest in **The Royal Canadian Legion Ontario Command**, representing **Ontario’s Veterans**. Please accept this written request for your support, as per our recent telephone conversation.

The Royal Canadian Legion Ontario Command is very proud to be once again printing over **10,000 copies of our 14th annual “Military Service Recognition Book”**, scheduled for release by October 2027. This unique remembrance publication recognizes and honours our Province's Veterans and helps us fulfill the Legion's role as the **"Keepers of Remembrance"**. Proceeds raised from this annual appeal are also used to support Veterans Transition Programs to help modern day Veterans that suffer from PTSD and other challenges.

The Legion is recognized as one of Canada’s largest Veterans Support Organizations and we are an integral part of the communities we serve. This project helps ensure the Legion’s continued success. We would like to have your organization's support for this Remembrance project by sponsoring an advertisement space in our **"Military Service Recognition Book."**

Please find enclosed a rate sheet for your review. Whatever you are able to contribute to this worthwhile endeavor would be greatly appreciated. For further information please contact **Ontario Command Campaign Office** toll free at **1-855-241-6967**.

Thank you for your consideration and/or support.

Sincerely,

Lynn McClellan
President



MSR Guide



www.on.legion.ca

The Royal Canadian Legion Ontario Command

“Military Service Recognition Book”

Advertising Prices

<u>Ad Size</u>	<u>Cost</u>		<u>HST</u>		<u>Total</u>
Full Colour Outside Back Cover	\$2,579.65	+	\$335.35	=	\$2,915.00
Inside Front/Back Cover (Full Colour)	\$2,243.36	+	\$291.64	=	\$2,535.00
2 Page Spread (Full Colour)	\$3,588.50	+	\$466.50	=	\$4,055.00
Full Page (Full Colour) 7" X 9.735"	\$1,765.49	+	\$229.51	=	\$1,995.00
½ Page (Full Colour) 7" X 4.735"	\$969.03	+	\$125.97	=	\$1,095.00
¼ Page (Full Colour) 3.375" X 4.735"	\$575.22	+	\$74.78	=	\$650.00
1/10 Page (Full Colour b/card) 1.735" X 4.735"	\$349.56	+	\$45.44	=	\$395.00

H.S.T. Registration # 10686 2824 RT0001

All typesetting and layout charges are included in the above prices.

A complimentary copy of this year’s publication will be received by all advertisers purchasing space of 1/10 page and up, along with a Certificate of Appreciation from the Ontario Command.



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THE CORPORATION OF THE TOWN OF

GANANOQUE

Canadian Gateway to the 1000 Islands



**The Town of Gananoque
Proudly Supports Our Troops**



Cunningham Swan

LAWYERS

• EST 1894 •

Tony E. Fleming
Direct Line: 613.546.8096
E-mail: tfleming@cswan.com

March 17, 2026

BY E-MAIL: mkirkby@gananoque.ca

The Corporation of the Town of Gananoque
c/o Melanie Kirkby, CAO
Town Hall, 30 King Street East
P.O. Box 100
Gananoque, Ontario
K7G 2T6

Dear Mayor and Members of Council:

**Re: Integrity Commissioner Services - Annual Report – 2025
Our File No. 16418-131**

This report summarizes the services provided by the Integrity Commissioner to the Corporation of the Town of Gananoque in 2025, in accordance with section 223.6 (1) of the *Act*. The purpose of this report is to highlight the mandate of the Integrity Commissioner and to inform Council and the public about changes to the Act that affect the process of the Integrity Commissioner and subsequently, Councils and Local Boards.

Role of the Integrity Commissioner

The Act mandates that the Integrity Commissioner is responsible for providing the following functions:

1. The application of the code of conduct for members of council and the code of conduct for members of local boards.
2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
3. The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* (“MCIA”) to members of council and of local boards.

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TEL: 613-544-0211
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WEB: WWW.CSWAN.COM

4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.
5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board governing the ethical behaviour of members.
6. Requests from members of council and of local boards for advice respecting their obligations under the MCIA.
7. The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the MCIA.¹

Integrity Commissioner Activity

If Council requires ongoing training under the Code of Conduct and the MCIA, Mr. Fleming is available upon request. Individual members may request advice from the Integrity Commissioner at any time. Council or members may contact Mr. Fleming in the following ways:

- 1) Council may pose a question to the Integrity Commissioner in writing regarding the broad obligations of all members (not specific to any one member);
- 2) Individual members may request advice in writing from the Integrity Commissioner in accordance with the Act.

Requests for Advice

We received five requests for advice in 2025 under the Code of Conduct, relating to potential conflicts of interests either general or under the *Municipal Conflict of Interest Act*.

We continue to encourage members of Council and Local Boards for the Corporation of the Town of Gananoque to contact us in writing should they find themselves unsure of their obligations under the Code or the *Municipal Conflict of Interest Act*. If a member requests and follows our advice, that advice may be relied on should there be a complaint to the Integrity Commissioner on the same facts in the future.

¹ *Municipal Act*, section 223.3(1).

Complaints/Applications for Inquiry

There were three complaints submitted to the Integrity Commissioner for the Corporation of the Town of Gananoque.

With respect to the advice and investigations:

1. Costs associated with Advice provided was \$1,134.75; and
2. Costs associated with Complaints was \$7,148.75.

Strong Mayor Powers

In 2025, a number of municipalities started to navigate the complexities of strong mayor powers. The latest round of legislation broadened the list of municipalities subject to strong mayor powers and we saw first-hand the law of unintended consequences from some of our clients. We thought it would be helpful to share some lessons learned to assist council and staff to better understand the limits of these powers.

Provincial Priorities

A number of strong mayor powers can only be exercised if they advance a Provincial Priority. O. Reg 580/22 has only created two provincial Priorities at present: building additional housing and creating infrastructure to support this new housing.

Strong mayors may not add matters or by-laws to agendas on topics other than those that advance a provincial priority. The decision as to what will advance a Provincial Priority is left to the opinion of the strong mayor, but this does not mean that simply saying something might advance a Provincial Priority invests the mayor with unlimited powers. The matter being proposed must still reasonably relate to supporting a Priority.

Direction to Staff

A strong mayor may direct staff, but only for matters where a strong mayor power exists. For example, if a strong mayor wants to bring forward a by-law to advance a housing development, staff can be directed to prepare a report and a draft by-law and put that matter on an agenda. Staff can also be directed to implement a re-organization of internal departments or prepare the mayor's budget.

The strong mayor powers do not assign mayors any general administrative powers over the municipality or any operational authority.

Dealing with Uncertainty

What strong mayor powers have done in some cases we have been involved with is create uncertainty. Staff and Council must now (in some cases) deal with a strong mayor who issues a written directive that may be outside of their authority as a strong mayor.

The language of the Act gives strong mayors considerable leeway in how they determine what may advance a Provincial Priority. However, where staff or Council believe that the mayor has exceeded their authority, the municipality is in a difficult position. In our opinion, it is unreasonable to expect that a municipality will simply agree with every direction if the direction appears on its face to be outside the strong mayor powers. In those situations, we recommend that municipalities obtain legal advice as to the validity of the direction, and act accordingly. This may mean that a municipal Council decides to ignore a strong mayor's direction; but it is preferable to following an otherwise illegal direction and exposing the municipality to legal action from aggrieved parties.

Integrity Commissioner and Municipal Solicitor

2025 also saw a few of our clients receive letters from the Ontario Ombudsman that were critical of our firm's dual role of Integrity Commissioner and municipal solicitor (for municipalities where we hold both roles). While this circumstance represents less than a quarter of our clients for whom we act as Integrity Commissioner, it is an interesting analysis of conflict of interest that may be of interest to all.

The Ombudsman published a "Best Practices Guide" for Codes of Conduct and Integrity Commissioners for municipalities in 2024. The Guide states:

An integrity commissioner's independence, both real and perceived, from the council, local boards and municipal staff should be maintained to the greatest degree possible. Integrity commissioners should be prevented from taking on other roles or responsibilities for the municipality during the time they serve as commissioner, including acting as legal counsel, municipal clerk, workplace harassment investigator or policy advisor.

This is not the law; it is not found in legislation and is simply a recommendation from the Ombudsman.

We agree that fulfilling both municipal solicitor and Integrity Commissioner roles has the potential for conflicts of interest. We assess the potential for conflicts with every new complaint and decline to act where actual conflicts exist (where we have provided legal advice in advance of receiving a complaint where that advice is relevant to the complaint).

We disagree that fulfilling both roles creates a general conflict that disqualifies a municipal solicitor from also being that municipality's Integrity Commissioner.

We come to this conclusion based on a principled assessment of the nature of conflict. As both solicitor and Integrity Commissioner our client is the same – the municipal corporation. Our client is neither Council, staff nor any individual council member. Only a majority of Council can retain our firm, instruct our firm or delegate its authority to retain or

instruct. Therefore, investigating an individual member of Council is not a conflict as no individual member of Council is our client (as solicitor or Integrity Commissioner).

If the Ombudsman were correct, every Integrity Commissioner in Ontario has a conflict – as they are all retained by Council and their role is to investigate individual members of Council. This is not a conflict, provided that your Integrity Commissioner has integrity and fearlessly investigates members of Council regardless of the fact that their retainer exists at the pleasure of Council. We take this role seriously and expect that Council will respect our independence and impartiality.

Closing Remarks

As Council is no doubt aware, the government continues to propose changes to the *Municipal Act* to change the Integrity Commissioner regime. We are not aware of when the changes are expected.

One of the changes that would impact elected officials most is the proposal to impose a province-wide code of conduct. No details are yet available, but we encourage all municipalities to participate in consultation on any amendments that might be implemented so that you have some input when this occurs.

The amendments will also create an Ontario Integrity Commissioner whose role would be to provide advice to municipalities about removing a member from council in certain circumstances.

The ability to remove a member from council is the other significant change that members of Council should be aware of. The amendment would establish rules to allow the new Ontario Integrity Commissioner to recommend to Council that it remove a member if they meet four criteria:

1. The member must contravene the Code;
2. The contravention must be of a serious nature;
3. The conduct resulted in harm to health, safety or well-being of persons; and
4. Existing penalties are insufficient to address the contravention or ensure that it is not repeated.

We thank the Corporation of the Town of Gananoque for the opportunity to act as its Integrity Commissioner. We remind members that the Integrity Commissioner is available to provide advice in accordance with the Act regarding a member's obligations. We note that this service provides members with the proactive ability to avoid potential complaints by requesting and acting on advice which may apply to the circumstances of the member.

Members are held to the highest standards of office in their elected positions, and we thank members for their continued attention to the ethical obligations expected of them.

Please contact us with any follow-up questions.

Sincerely,

Cunningham, Swan, Carty, Little & Bonham LLP



Tony E. Fleming, C.S.
LSO Certified Specialist in Municipal Law
(Local Government / Land Use Planning)
Anthony Fleming Professional Corporation
TEF:sw

Financial Statements of

**CATARAQUI REGION
CONSERVATION AUTHORITY**

Year ended December 31, 2025

CATARAQUI REGION CONSERVATION AUTHORITY

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Year ended December 31, 2025

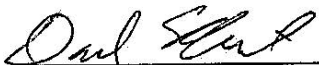
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Management's Responsibility for the Financial Statements


The accompanying financial statements of the Cataraqui Region Conservation Authority (the "Conservation Authority") are the responsibility of the Conservation Authority's management and have been prepared in accordance with Canadian public sector accounting standards. The significant accounting policies are described in summary in Note 1 to the financial statements. The preparation of financial statements necessarily involves the use of estimates based on management's judgment, particularly when transactions affecting the current accounting period cannot be finalized with certainty until future periods.

The Conservation Authority's management maintains a system of internal controls designed to provide reasonable assurance that assets are safeguarded, transactions are properly authorized and recorded in compliance with legislative and regulatory requirements, and reliable financial information is available on a timely basis for preparation of the financial statements. These systems are monitored and evaluated by management.

The Board of Directors meets with management and the external auditors to review the financial statements and discuss any significant financial reporting or internal control matters prior to their approval of the financial statements. The financial statements have been audited by KPMG LLP, independent external auditors appointed by the Board. The accompanying Independent Auditor's Report outlines their responsibilities, the scope of their examination and their opinion on the Conservation Authority's financial statements.



David Ellingwood,
General Manager



Olga Dolia, CPA
Supervisor, Finance



KPMG LLP
863 Princess Street, Suite 400
Kingston, ON K7L 5N4
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Telephone 613 549 1550
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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of Cataraqui Region Conservation Authority

Opinion

We have audited the financial statements of Cataraqui Region Conservation Authority (the Entity), which comprise:

- the statement of financial position as at December 31, 2025
- the statement of operations and accumulated surplus for the year then ended
- the statement of changes in net financial assets for the year then ended
- the statement of cash flows for the year then ended
- and notes to the statements, including a summary of significant accounting policies

(Hereinafter referred to as the “financial statements”).

In our opinion, the accompanying financial statements, present fairly, in all material respects, the financial position of the Entity as at December 31, 2025, and its results of operations and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the “***Auditor’s Responsibilities for the Audit of the Financial Statements***” section of our auditor’s report.

We are independent of the Entity in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada and we have fulfilled our other ethical responsibilities in accordance with these requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Our opinion is not modified in respect of this matter.



Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Entity's ability to continue as a going concern, disclosing as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Entity or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Entity's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control.



Page 3

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Entity's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Entity to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

KPMG LLP

Chartered Professional Accountants, Licensed Public Accountants

Kingston, Canada

March 25, 2026

CATARAQUI REGION CONSERVATION AUTHORITY


Statement of Financial Position


December 31, 2025, with comparative information for 2024

	2025	2024
Financial assets:		
Cash	\$ 6,104,932	\$ 5,811,963
Cash held for Source Water Protection	27,005	17,914
Accounts receivable	56,928	47,984
Harmonized sales tax receivable	26,538	45,976
	<u>6,215,403</u>	<u>5,923,837</u>
Financial liabilities:		
Accounts payable and accrued liabilities	283,206	464,282
Deferred revenue - other	29,979	8,995
Deferred revenue (note 11)	1,290,501	1,231,349
Asset retirement obligations (note 13)	247,878	252,780
Termination and vacation pay	102,690	89,605
	<u>1,954,254</u>	<u>2,047,011</u>
Net financial assets	<u>4,261,149</u>	<u>3,876,826</u>
Non-financial assets:		
Prepaid expenses	31,033	18,121
Tangible capital assets (note 2)	10,668,260	10,959,126
	<u>10,699,293</u>	<u>10,977,247</u>
Commitments (note 14)		
Accumulated surplus (note 10)	<u>\$ 14,960,442</u>	<u>\$ 14,854,073</u>

The accompanying notes are an integral part of these financial statements.

On behalf of the Board:


Chairperson


Chairperson

CATARAQUI REGION CONSERVATION AUTHORITY

Statement of Operations and Accumulated Surplus

Year ended December 31, 2025, with comparative information for 2024

	2025 Budget (Unaudited - note 8)	2025 Actual	2024 Actual
Revenue (note 9):			
Municipal grants	\$ 3,237,575	\$ 3,237,575	\$ 3,067,164
Authority generated (note 3)	3,315,647	2,318,492	2,006,627
Government transfers:			
Provincial (note 12)	263,931	297,317	306,554
	6,817,153	5,853,384	5,380,345
Expenses (notes 4 and 9):			
Corporate services	1,521,000	1,060,654	1,067,135
Watershed planning and engineering	1,322,376	1,214,553	1,117,558
Conservation lands	1,724,372	933,623	779,292
Amortization	–	569,856	579,799
Conservation areas	634,857	522,228	427,597
Watershed science	377,775	401,711	373,558
Corporate financing	132,108	110,765	112,727
Facilities	388,110	304,023	300,678
Change in termination and vacation pay	–	13,085	10,094
Projects	–	185,010	128,473
General manager's office	418,050	336,574	309,370
Fleet	186,950	125,403	111,397
Water control structures	100,875	35,074	35,995
Full authority board and executive	10,680	12,508	10,345
	6,817,153	5,825,067	5,364,018
Annual operating surplus	–	28,317	16,327
Revenue (expense) related to capital:			
Government transfers	–	81,750	75,017
Loss on disposal of tangible capital assets	–	(3,698)	–
	–	78,052	75,017
Annual surplus	–	106,369	91,344
Accumulated surplus, beginning of year	14,854,073	14,854,073	14,762,729
Accumulated surplus, end of year	\$ 14,854,073	\$ 14,960,442	\$ 14,854,073

The accompanying notes are an integral part of these financial statements.

CATARAQUI REGION CONSERVATION AUTHORITY

Statement of Changes in Net Financial Assets

Year ended December 31, 2025, with comparative information for 2024
(In thousands of dollars)

	2025 Budget (Unaudited - note 8)	2025 Actual	2024 Actual
Annual surplus	\$ —	\$ 106,369	\$ 91,344
Purchase of tangible capital assets	—	(282,688)	(539,961)
Loss on disposal of tangible capital assets	—	3,698	—
Amortization of tangible capital assets	—	569,856	579,799
Change in prepaid expenses	—	(12,912)	(12,664)
	—	277,954	27,174
Increase in net financial assets	—	384,323	118,518
Net financial assets, beginning of year	3,876,826	3,876,826	3,758,308
Net financial assets, end of year	\$ 3,876,826	\$ 4,261,149	\$ 3,876,826

The accompanying notes are an integral part of these financial statements.

CATARAQUI REGION CONSERVATION AUTHORITY

Statement of Cash Flows

Year ended December 31, 2025, with comparative information for 2024

	2025	2024
Cash provided by (used for):		
Operating activities:		
Annual surplus	\$ 106,369	\$ 91,344
Items not involving cash:		
Amortization of tangible capital assets	569,856	579,799
Loss on disposal of tangible capital assets	3,698	–
Increase (decrease) in asset retirement obligation	(4,902)	9,000
Changes in non-cash operating assets and liabilities:		
Accounts receivable	(8,944)	144,831
Harmonized sales tax receivable	19,438	(4,453)
Prepaid expenses	(12,912)	(12,664)
Accounts payable and accrued liabilities	(181,076)	231,891
Deferred revenue – other	20,984	(22,142)
Deferred revenue	59,152	119,672
Termination and vacation pay	13,085	10,094
	584,748	1,147,372
Capital activities:		
Purchase of tangible capital assets	(282,688)	(539,961)
Increase in cash during the year	302,060	607,411
Cash, beginning of year	5,829,877	5,222,466
Cash, end of year	\$ 6,131,937	\$ 5,829,877
Represented by:		
General	\$ 6,104,932	\$ 5,811,963
Source Water Protection	27,005	17,914
	\$ 6,131,937	\$ 5,829,877

The accompanying notes are an integral part of these financial statements.

CATARAQUI REGION CONSERVATION AUTHORITY

Notes to Financial Statements

Year ended December 31, 2024

Cataraqui Region Conservation Authority (the “Conservation Authority”) was established under the Conservation Authorities Act of Ontario. The objectives of the Conservation Authority as stated in Section 20(1) of the Conservation Authorities Act R.S.O. 1990 are “to provide, in the area over which it has jurisdiction, programs and services designed to further the conservation, restoration, development and management of natural resources, other than gas, oil, coal and minerals”. The Conservation Authority is a registered charity within the meaning of the Income Tax Act (Canada) and is exempt from income taxes.

1. Significant accounting policies:

The financial statements of the Conservation Authority are prepared by management in accordance with generally accepted accounting principles for organizations operating in the local government sector as recommended by the Public Sector Accounting Board of the Chartered Professional Accountants of Canada. Significant aspects of the accounting policies adopted by the Conservation Authority are as follows:

(a) Basis of accounting:

The financial statements of the Conservation Authority have been prepared on the accrual basis of accounting, whereby revenues and expenses are reflected in the accounts in the year in which they have been earned or incurred respectively. The financial statements do not include the activities of the Cataraqui Conservation Foundation, a related incorporated registered charity.

(b) Non-financial assets:

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations.

(i) Tangible capital assets:

Tangible capital assets are recorded at cost, which includes all amounts that are directly attributable to acquisition, construction, development and betterment of the asset. The cost, less residual value, of the tangible capital assets are amortized on a straight-line basis over their estimated useful lives as follows:

Asset	Useful life
Land improvements	30 years
Leasehold improvements	remaining lease term
Buildings	40 years
Bridges, dams and docks	10 to 40 years
Vehicles and machinery	10 to 15 years
Monitoring and recreational equipment	8 years
Furniture and fixtures	10 years
Information technology	5 to 15 years

CATARAQUI REGION CONSERVATION AUTHORITY

Notes to Financial Statements (continued)

Year ended December 31, 2025

1. Significant accounting policies (continued):

(b) Non-financial assets (continued):

(i) Tangible capital assets (continued):

Annual amortization is charged in the first year after acquisition and in the year of disposal. Work-in-progress is not amortized until the asset is available for productive use, at which time the costs are transferred to the appropriate asset category.

(ii) Contributions of tangible capital assets:

Tangible capital assets received as contributions are recorded at their fair value at the date of receipt and are also recorded as revenue. Similarly, transfers of assets to third parties are recorded as an expense equal to the net book value of the assets as of the date of transfer.

(iii) Impairment:

When conditions indicate that a tangible capital asset no longer contributes to the Conservation Authority's ability to provide services or the value of the future economic benefits associated with the tangible capital asset are less than its net book value, and the decline is expected to be permanent, the cost and accumulated amortization of the asset are reduced to reflect the revised estimate of the value of the asset's remaining service potential. The resulting net adjustment is reported as an expense on the Statement of Operations and Accumulated Surplus.

(c) Revenue recognition:

Government transfers and municipal grants and funding for projects are recognized as revenue when the transfer is authorized, any eligible criteria has been met and the amount can be reasonably estimated. Authority generated funds, generally consisting of user fees, are recognized when the goods are sold or the services are provided, performance obligations fulfilled, and future economic benefits are measurable and expected to be obtained. Other restricted contributions received in advance of the related expenditure are deferred until the related expenditure is incurred.

(d) Deferred revenue:

The Conservation Authority receives contributions pursuant to legislation, regulations or agreement that may only be used for certain programs or in the completion of specific work. In addition, certain user charges and fees are collected for which the related services have yet to be performed.

CATARAQUI REGION CONSERVATION AUTHORITY

Notes to Financial Statements (continued)

Year ended December 31, 2025

1. Significant accounting policies (continued):

(e) Retirement benefits and other employee benefit plans:

The Conservation Authority is an employer member of the Ontario Municipal Employees Retirement System (OMERS), which is a multi-employer, defined benefit pension plan. The Board of Trustees, representing plan members and employers, is responsible for overseeing the management of the pension plan, including investment of assets and administration of the benefits. The Conservation Authority has adopted defined contribution plan accounting principles for this Plan because insufficient information is available to apply defined benefit plan accounting principles. The Conservation Authority records as an expense the amount paid to OMERS during the year.

(f) Liability for contaminated sites:

A contaminated site is a site at which substances occur in concentrations that exceed the maximum acceptable amounts under an environmental standard. Sites that are currently in productive use are only considered a contaminated site if an unexpected event results in contamination. A liability for remediation of contaminated sites is recognized when the Conservation Authority is directly responsible or accepts responsibility; it is expected that future economic benefits will be given up; and a reasonable estimate of the amount can be made. The liability includes all costs directly attributable to remediation activities including post remediation operations, maintenance and monitoring. The liability is recorded net of any expected recoveries.

(g) Government transfers:

Government transfers are recognized as revenue or expenditures in the year that the events giving rise to the transfer occurred, provided the transfer is authorized, eligibility criteria, if any, have been met by the recipient, and a reasonable estimate of the amount can be made.

(h) Asset retirement obligations:

The Conservation Authority recognizes the fair value of an asset retirement obligation ("ARO") when all of the following criteria have been met:

- There is a legal obligation to incur retirement costs in relation to a tangible capital asset;
- The past transaction or event giving rise to the liability has occurred;
- It is expected that future economic benefits will be given up; and
- A reasonable estimate of the amount can be made.

Actual remediation costs incurred are charged against the ARO to the extent of the liability recorded.

Differences between the actual remediation costs incurred and the associated liability are recognized in the Statement of Operations at the time of remediation.

CATARAQUI REGION CONSERVATION AUTHORITY

Notes to Financial Statements (continued)

Year ended December 31, 2025

1. Significant accounting policies (continued):

(i) Financial instruments:

Financial instruments are recorded at fair value on initial recognition, and reported on the Statement of Financial Position.

Unrealized changes in fair value are recognized in the Statement of Remeasurement Gains and Losses until they are realized, when they are transferred to the Statement of Operations.

Transaction costs incurred on the acquisition of financial instruments measured subsequently at fair value are expensed as incurred.

All financial assets are assessed for impairment on an annual basis. Where a decline is determined to be other than temporary, the amount of the loss is reported in the Statement of Operations and any unrealized gain is adjusted through the Statement of Remeasurement Gains and Losses. Upon sale, the Statement of Remeasurement Gains and Losses associated with that instrument are reversed.

(j) Use of estimates:

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the period. Actual results could differ from those estimates.

(k) Statement of Remeasurement Gains and Losses:

A Statement of Remeasurement Gains and Losses has not been provided as there are no significant unrealized gains or losses at December 31, 2025 or 2024.

CATARAQUI REGION CONSERVATION AUTHORITY

Notes to Financial Statements (continued)

Year ended December 31, 2025

2. Tangible capital assets:

Cost	Balance at December 31, 2024	Transfers and additions	Transfers, disposals and adjustments	Balance at December 31, 2025
Land	\$ 7,266,144	\$ –	\$ –	\$ 7,266,144
Land improvements	11,874,268	22,911	–	11,897,179
Leasehold improvements	124,084	–	–	124,084
Buildings	2,049,853	9,386	(88,561)	1,970,678
Bridges, dams and docks	2,409,961	87,197	6,929	2,504,087
Vehicles and machinery	818,032	58,749	(58,148)	818,633
Monitoring and recreational equipment	258,645	10,198	–	268,843
Furniture and fixtures	918,041	15,640	428	934,109
Information technology	932,936	17,301	–	950,237
Work-in-progress	13,699	61,306	(13,699)	61,306
Total	\$ 26,665,663	\$ 282,688	\$ (153,051)	\$ 26,795,300

Accumulated amortization	Balance at December 31, 2024	Amortization expense	Transfers, disposals and adjustments	Balance at December 31, 2025
Land improvements	\$ 10,157,332	\$ 344,330	\$ –	\$ 10,501,662
Leasehold improvements	5,909	5,909	–	11,818
Buildings	1,647,763	29,653	(91,204)	1,586,212
Bridges, dams and docks	2,184,380	22,470	–	2,206,850
Vehicles and machinery	429,201	54,479	(58,149)	425,531
Monitoring and recreational equipment	240,095	7,932	–	248,027
Furniture and fixtures	635,959	44,404	–	680,363
Information technology	405,898	60,679	–	466,577
Total	\$ 15,706,537	\$ 569,856	\$ (149,353)	\$ 16,127,040

CATARAQUI REGION CONSERVATION AUTHORITY

Notes to Financial Statements (continued)

Year ended December 31, 2025

2. Tangible capital assets (continued):

	Net book value December 31, 2024	Net book value December 31, 2025
Land	\$ 7,266,144	\$ 7,266,144
Land improvements	1,716,936	1,395,517
Leasehold improvements	118,175	112,266
Buildings	402,090	384,466
Bridges, dams and docks	225,581	297,237
Vehicles and machinery	388,831	393,102
Monitoring and recreational equipment	18,550	20,816
Furniture and fixtures	282,082	253,746
Information technology	527,038	483,660
Work-in-progress	13,699	61,306
Total	\$ 10,959,126	\$ 10,668,260

3. Authority generated revenues:

A breakdown of authority generated revenues is as follows:

	2025	2024
Trees program	\$ 703,536	\$ 507,021
Planning and development review	354,973	386,938
Other	194,182	73,005
Equipment and vehicle rental recoveries	216,321	195,188
Outdoor centre	189,437	188,644
Information technology recoveries	183,491	174,117
Interest revenue	188,264	226,094
Conservation area revenue	136,217	122,089
Student program fees	97,319	90,259
Property rental	37,484	14,555
Office, cleaning and maintenance recoveries	17,268	7,552
Floodplain mapping	-	20,915
Streamlining development revenue	-	250
	\$ 2,318,492	\$ 2,006,627

CATARAQUI REGION CONSERVATION AUTHORITY

Notes to Financial Statements (continued)

Year ended December 31, 2025

4. Expenses by object:

A breakdown of expenses by object is as follows:

	2025	2024
Wages and benefits	\$ 3,137,764	\$ 2,951,026
Materials and supplies	1,159,478	998,422
Amortization	569,856	579,799
Purchased services	479,835	359,862
Travel and vehicle	177,850	162,772
Insurance, heat and utilities	125,409	180,716
Change in termination and vacation pay	13,085	10,094
Property taxes	71,313	37,283
Computer supplies and IT support	68,272	63,969
Other	27,107	20,075
Change in asset retirement obligation	(4,902)	–
	<u>\$ 5,825,067</u>	<u>\$ 5,364,018</u>

5. Pension agreement:

The Conservation Authority's employees are members of the Ontario Municipal Employees Retirement Fund ("OMERS"), which is a multi-employer pension plan. The plan is a defined benefit plan which specifies the amount of the retirement benefit to be received by the employee based on length of service and rates of pay. Because OMERS is a multi-employer pension plan, the Conservation Authority does not recognize any share of the pension plan deficit of \$1.3 billion as at December 31, 2025 (2024 - deficit of \$2.9 billion) based on the fair market value of the plan's assets, as this is a joint responsibility of Ontario Municipal organizations and their employees. Ongoing adequacy of the current contribution rates will need to be monitored and may lead to increased future funding measurements.

The amount contributed to OMERS for 2025 was \$235,966 (2024 - \$214,438) for current service and is included as an expense in the Statement of Operations and Accumulated Surplus.

6. Cataraqui Conservation Foundation:

Contributions were received during the year from the Cataraqui Conservation Foundation in the amount of \$40,269 (2024 - \$31,500) of which \$40,269 has been spent during 2025.

7. Bank credit facility:

The Conservation Authority has an approved bank credit facility with its lender in the amount of \$750,000, of which, none had been drawn as at December 31, 2025 (2024 - \$750,000).

CATARAQUI REGION CONSERVATION AUTHORITY

Notes to Financial Statements (continued)

Year ended December 31, 2025

8. Budget figures:

The budget data presented in these financial statements is based upon the 2025 operating and projects budgets approved by the Board. These amounts are unaudited. The Conservation Authority only prepares a budget for the Statement of Operations, the budget figures in the Statement of Change in Net Financial Assets have not been provided.

9. Segmented information:

The following is a breakdown of revenues and expenses by segment:

	Revenue	Expenses	2025 Net	2024 Net
Watershed	\$ 1,759,906	\$ 1,682,534	\$ 77,372	\$ 47,940
Conservation lands	2,052,512	2,222,993	(170,481)	(240,044)
Fleet	230,724	125,403	105,321	83,791
General manager's office and FA Board	330,630	349,082	(18,452)	345
Corporate services	1,221,848	1,149,280	72,568	25,164
Corporate financing	335,816	110,765	225,051	248,518
Projects	–	185,010	(185,010)	(74,370)
	<u>\$ 5,931,436</u>	<u>\$ 5,825,067</u>	<u>\$ 106,369</u>	<u>\$ 91,344</u>

CATARAQUI REGION CONSERVATION AUTHORITY

Notes to Financial Statements (continued)

Year ended December 31, 2025

10. Accumulated surplus:

Accumulated surplus consists of individual fund surplus and reserves and reserve funds as follows:

	2025	2024
Equity in tangible capital assets	\$ 10,668,260	\$ 10,959,126
Less: Unfunded asset retirement obligation	(247,878)	(252,780)
Less: Unfunded termination and vacation pay	(102,690)	(89,605)
	10,317,692	10,616,741
Corporate Reserves:		
Corporate Financing Reserve	229,150	216,285
Fleet (Equipment) Reserve	100,300	81,569
Fleet (Vehicles) Reserve	121,154	82,834
General Reserve	76,773	68,491
Data Acquisition Reserve	111,165	107,840
Information Technology Reserve	95,696	96,218
Stabilization Reserve	730,764	579,106
Trust Reserve	393,893	383,211
Trust Reserve Mac Johnson Wildlife Area Nature Centre Reserve	48,168	46,862
	1,907,063	1,662,416
Conservation Lands Reserves:		
Boat Ramp and Water Access Point Reserve	18,867	14,456
Cataraqi Trail Reserve	192,983	111,661
Friends of the Cataraqi Trail	56,353	47,259
Conservation Areas Reserve	230,348	186,981
Facilities Reserve	1,303,347	1,437,856
Real Property Reserve	305,667	297,349
	2,107,565	2,095,562
Watershed Management Reserves:		
Forestry Reserve	440,682	322,386
Watershed Management Reserve	187,440	156,968
	628,122	479,354
Total reserves	4,642,750	4,237,332
Total accumulated surplus	\$ 14,960,442	\$ 14,854,073

CATARAQUI REGION CONSERVATION AUTHORITY

Notes to Financial Statements (continued)

Year ended December 31, 2025

11. Deferred revenue:

	Balance, December 31, 2024	Amounts received	Amounts utilized	Interest earned	Balance December 31, 2025
Externally restricted:					
Conservation Lands Reserves:					
Development Review Legal Funds	\$ 40,972	–	–	\$ 1,142	\$ 42,114
Boat Ramp and Water Access Point - Reserve Leeds and the Thousand Islands	12,986	2,750	–	439	16,175
Cataraqui Trail Reserve -Crabtree & Rideau Lakes Donation	47,226	–	(47,226)	–	–
Lemoine Point Conservation Area Reserve	309,511	40,197	(16,877)	9,233	342,064
Lemoine Point Native Plant Nursery Reserve	69,208	15,223	(5,997)	1,947	80,381
Lemoine Point Workshop Reserve	53,674	9,342	–	1,688	64,704
Parrott's Bay Conservation Area Reserve	242,391	19,388	(867)	7,226	268,138
Owl Woods Reserve	11,091	1,126	–	330	12,547
	787,059	88,026	(70,967)	22,005	826,123
Water Control Structure Reserves:					
Sydenham Lake Dam Reserve	45,734	9,387	–	1,426	56,547
Wilton Road Dam Reserve	30,400	34,055	(55,958)	978	9,475
Highgate Creek Channelization Reserve	45,571	1,694	–	1,307	48,572
Little Cataraqui Creek Dam Reserve	67,862	8,779	–	2,089	78,730
Temperance Lake Dam Reserve	49,002	5,604	–	1,486	56,092
Marsh Bridge Dam Reserve	35,967	6,024	(2,223)	1,124	40,892
Fred Grant Dam Reserve	50,958	6,354	(27,517)	1,482	31,277
Broome-Runciman Dam Reserve	79,763	8,915	–	2,392	91,070
Buells Creek Detention Basin Reserve	23,404	9,473	–	826	33,703
Booths Falls Diversion Reserve	15,629	1,907	–	484	18,020
	444,290	92,192	(85,698)	13,594	464,378
Total	\$ 1,231,349	\$ 180,218	\$ (156,665)	\$ 35,599	\$ 1,290,501

CATARAQUI REGION CONSERVATION AUTHORITY

Notes to Financial Statements (continued)

Year ended December 31, 2025

12. Provincial government transfers:

The following is a breakdown of provincial government transfers:

	2025	2024
Section 39 - flood control	\$ 56,701	\$ 56,701
Source water protections	195,098	189,446
Dam maintenance and other	45,518	60,407
	\$ 297,317	\$ 306,554

13. Asset retirement obligations:

The Conservation Authority's asset retirement obligations relate to the legally required removal or remediation of asbestos-containing materials in certain buildings and the decommissioning of monitoring wells. The obligation is determined based on the estimated undiscounted cash flows that will be required in the future to remove or remediate the asbestos containing material in accordance with current legislation.

The change in the estimated obligation during the year consists of the following:

	2025	2024
Balance, beginning of year	\$ 252,780	\$ 243,780
Inflationary adjustment	5,000	9,000
Remediation	(9,902)	—
	(4,902)	9,000
Balance, end of year	\$ 247,878	\$ 252,780

CATARAQUI REGION CONSERVATION AUTHORITY

Notes to Financial Statements (continued)

Year ended December 31, 2025

14. Commitments:

- (a) In 2019, the Conservation Authority entered into a shared services agreement with the Corporation of the County of Frontenac (the "County") for the provision of information services. Under the arrangement, the Conservation Authority will become a full participant in the Frontenac Municipal Information System ("F.M.I.S") with the four organizations already party to the system. The F.M.I.S provides strategic planning, project management, help desk support, network administration and procurement services to the participating organizations. The Conservation Authority will be responsible for annual contributions to F.M.I.S equal to \$109,000 for the first year of participation, declining to a contribution of \$90,000 in the fifth year of participation. These costs are in consideration of salaries, training and mileage for staff resources. In addition to this contribution, the Conservation Authority will be responsible for one third of the cost of hardware and software required to support one staff position at F.M.I.S. Amounts owing under the agreement will be billed to the Conservation Authority quarterly, with an annual reconciliation of costs incurred and amounts paid by January 31 of the following calendar year. The arrangement may be terminated by the Conservation Authority with eighteen months' notice.
- (b) In fiscal 2022, the Conservation Authority signed a lease agreement with the Corporation of the County of Frontenac, effective to fiscal 2045, to pay a fixed amount of \$134,865 plus tax per annum, plus operating expenses, payable in monthly installments.

15. Financial risks:

- (a) Credit risk:

Credit risk refers to the risk that a counterparty may default on its contractual obligations resulting in a financial loss. The Conservation Authority is exposed to credit risk with respect to the accounts receivable.

The Conservation Authority assesses, on a continuous basis, accounts receivable and provides for any amounts that are not collectible in the allowance for doubtful accounts. The maximum exposure to credit risk of the Conservation Authority as at December 31, 2025 is the carrying value of these assets.

The carrying amount of accounts receivable is valued with consideration for an allowance for doubtful accounts. The amount of any related impairment loss is recognized in the statement of operations. Subsequent recoveries of impairment losses related to accounts receivable are credited to the statement of operations. The balance of the allowance for doubtful accounts is \$Nil (2024 - \$Nil).

CATARAQUI REGION CONSERVATION AUTHORITY

Notes to Financial Statements (continued)

Year ended December 31, 2025

15. Financial risks (continued):

(b) Liquidity risk:

Liquidity risk is the risk that the Conservation Authority will be unable to fulfill its obligations on a timely basis or at a reasonable cost. The Conservation Authority manages its liquidity risk by monitoring its operating requirements. The Conservation Authority prepares budget and cash forecasts to ensure it has sufficient funds to fulfill its obligations. Accounts payable and accrued liabilities are generally due within 30 days of receipt of an invoice.

(c) Interest rate risk:

Interest rate risk is the risk that the fair value of future cash flows or a financial instrument will fluctuate because of changes in the market interest rates. Financial assets and liabilities with variable interest rates expose the Conservation Authority to cash flow interest rate risk.

There have been no changes to the risk exposures from 2024.

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

March 25, 2026

Re: Time-Sensitive: Strengthening Municipal Accountability and Public Trust (Bill 9)

Dear Premier Ford,

When we met in Sarnia last August, we discussed Bill 9 and its intent to strengthen municipal accountability. At that time, I affirmed my support for the province's effort to move this legislation forward. The fundamental principles of Bill 9 are sound and provide an important foundation; however, the Bill requires a significant change before it becomes law.

The introduction of a standardized code of conduct and the proposed integrity commissioner reforms are positive and necessary steps forward. However, based on more than four decades of experience in municipal politics, I believe the Bill's greatest flaw lies in its mechanism for removing councillors in **serious cases of misconduct**. Requiring local councils to participate in the removal of a peer, particularly through unanimous agreement, places councils in an inappropriate and untenable position. On matters of serious contention, unanimity is rarely achievable, rendering the mechanism effectively futile. This approach undermines both fairness and public confidence and fails to provide municipalities with a meaningful ability to act in extreme cases.

In circumstances of this magnitude, decisions should not rest with a council. Instead, such matters should be heard and ruled upon by an independent, non-partisan authority, removed from local political dynamics and capable of making impartial determinations in the public's interest.

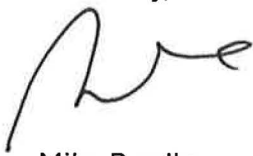
If the provincial government intends to maintain municipal councils' responsibility for adjudicating such decisions, the threshold for action must be revised. A two-thirds majority, or a simple majority of council excluding the subject member, would provide a more reasonable, fair, and workable standard.

This is a time-sensitive issue, and the need for action is becoming more urgent as municipalities continue to encounter situations they are powerless to address. Without meaningful change, the current conditions and lack of adequate protection will have a chilling effect on those considering public office at the municipal level. Capable, community-minded individuals may be discouraged from seeking election if there is no effective independent mechanism to address extreme misconduct, protect the integrity of council and the well-being of the community.

I am copying this letter to mayors and councils across Ontario in the hope that they will also raise their voices on this matter before the legislation is finalized, to ensure this serious flaw is addressed in what is otherwise an important and necessary piece of legislation for the Province of Ontario and its municipalities for the 2026-2030 council term of office.

Thank you for your consideration. I would welcome the opportunity to discuss these concerns and possible paths forward at your convenience.

Sincerely,



Mike Bradley
Mayor, City of Sarnia



Cc: The Honourable Rob Flack, Minister of Municipal Affairs and Housing
John Fraser, MPP, Interim Leader, Ontario Liberal Party
Marit Stiles, MPP, Leader of the Official Opposition, Ontario NDP Party
Bob Bailey, MPP for Sarnia-Lambton
Association of Municipalities of Ontario (AMO)
Mayor and Council for municipalities across Ontario
Sarnia City Council
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