

REGULAR COUNCIL MEETING AGENDA
Held on Wednesday, April 22, 2026, at 5:00 PM
In-Person Town Hall Council Chambers 2nd Floor

Teleconference Toll Free Number – 1-833-311-4101
Access Code: 2870 189 6940

Video Conference Link: [Click Here](#)
Access Code: 2870 189 6940

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 – None
9.	Mayor’s Declarations – None
10.	Unfinished Business
	David Armstrong, Manager of Public Works
	Council-UTIL-2026-05.1 – 110 Kate Street – Maintenance and Renovations (Postponed from April 8, 2026)
	Council-RDS-2026-08.1 – Award of Contract – Backhoe Loader Replacement (Postponed from April 8, 2026)
	Melanie Kirkby, CAO
	Council-CAO-2026-06 – Ontario Bill 98 – <i>Building Homes and Improving Transportation Infrastructure Act 2026</i>
	John Morrison, Treasurer
	Council-FIN-2026-09 – Ontario Lottery Gaming (OLG) – 2026 Funding Allotment

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 #26-069 – Approval of Minutes – Tuesday, April 7 and Wednesday, April 8, 2026
12.	Staff Reports
	Melanie Kirkby, CAO
	Council-CAO-2026-07 – Amendments to Physician Recruitment Policy
	Council-CAO-2026-08 – Invested in our Future: Business Retention, Expansion & Investment Attraction Project – Rural Ontario Development Program – Community Development
	David Armstrong, Manager of Public Works
	Council-RDS-2026-09 – Award of Contract – Black Snapper Bridge
13.	Motions (Council Direction to Staff) – None
14.	Correspondence
	1. Marian Burdsall – Revisit the Animal Control By-law to Include Cats
	2. Southeast Public Health – Media Release – Board of Health Update for March 2026
	3. Canadian Wildlife Federation – True North Wildlife Conservation Awards
	4. United Counties of Leeds & Grenville – Update on G. Tackaberry and Family Long-Term Care Home
15.	Notice Required Under the Notice By-law – None
16.	Committee Updates (Council Reps)
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
	• Two (2) Items
	<input checked="" type="checkbox"/> Personal Matters Concerning an Identifiable Individual, Including Municipal or Board Employees
	• One (1) Item
20.	Confirmation By-law
	By-law No. 2026-034 – Confirm the proceedings of Council for the meeting held on Wednesday, April 22, 2026
21.	Next Meetings: Wednesday, May 6, 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.

Council Report – UTIL-2026–05.1

Date: April 22, 2026

IN CAMERA

Subject: Award of Contract – 110 Kate St. – 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 OF \$37,726.00 (EXCLUDING THE TOWN'S SHARE OF HST), AS PRESENTED IN COUNCIL REPORT UTIL-2026-05.1.

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 ST., 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-2026-05.1.

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:

This Report is being brought back for Council's consideration, as per Motion No.#26-062, dated April 8, 2026, being a Motion to postpone the recommendation contained in Report Council UTIL-2026-05.

The Public Works Department and the Parks, Recreation, and Facilities department discussed the recently vacant office space at 110 Kate St., previously occupied by MyFM. As 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 creak areas for staff, moving staff into the vacant space next door seemed like the 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.

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

Some members of council attended a site visit and tour of the office space at 110 Kate St. on Wednesday April 15, 2026, with the Superintendent of Water & Wastewater and the Superintendent of Parks & Facilities. It was asked and is noted that none of the heritage details inside or outside the building will be altered as part of this proposed project. Parking will be supported by the 8 available spaces around the Water Treatment Plant.



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 outlined in the 2026 approved budget however there is approximately \$50,000 remaining in the Work In Progress (WIP) accounts for maintenance at the Public Works office and Public Works garage from 2025. 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 build 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 and Interior Renovation Concept
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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**Town of Gananoque
110 Kate Street – Interior Renovation Concept
Before & After Presentation Sheet**

1. Project Overview

This document presents a conceptual before-and-after comparison of the proposed interior renovations at the Public Works facility located at 110 Kate Street. The intent is to demonstrate spatial improvements, functional upgrades, and alignment with municipal design standards.

2. Existing Conditions (Before)

- Carpeted flooring with visible wear and inconsistent patching
- Cluttered workspace with temporary storage (bins, cabinets, office furniture)
- Underutilized area beneath staircase
- Mixed-use layout with limited functional zoning
- Inefficient lighting and dated ceiling finishes

3. Proposed Improvements (After)

Flooring Upgrade

- Installation of click-style laminate flooring throughout
- Durable, low-maintenance surface suitable for municipal operations
- Improved visual continuity and cleanliness

Kitchenette Installation

- Located beneath staircase to maximize unused space
- Includes cabinetry, sink, countertop, microwave, and compact refrigerator
- Provides dedicated staff break/prep area

Meeting Area

- New centrally located meeting table with seating
- Defined collaborative workspace for staff meetings and coordination

Space Optimization

- Removal of excess furniture and temporary storage
- Improved circulation and openness

Ceiling & Lighting

- Replacement of decorative ceiling tiles with standard white acoustic tiles
- Upgraded to modern LED lighting

Wall Finishes

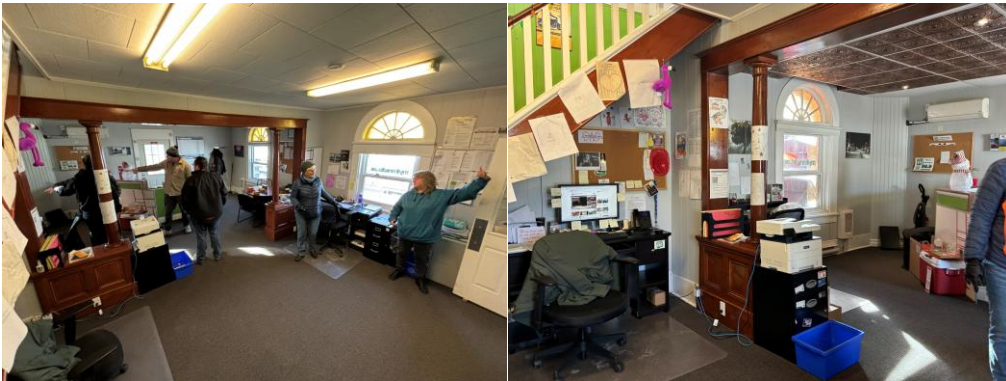
- Neutral white paint applied
- Brighter, more professional appearance

4. Key Benefits

- Improved functionality for staff operations
- Enhanced durability and reduced maintenance
- Better use of existing building footprint
- Cleaner, more professional appearance
- Supports collaboration and workflow

5. Visual Comparison

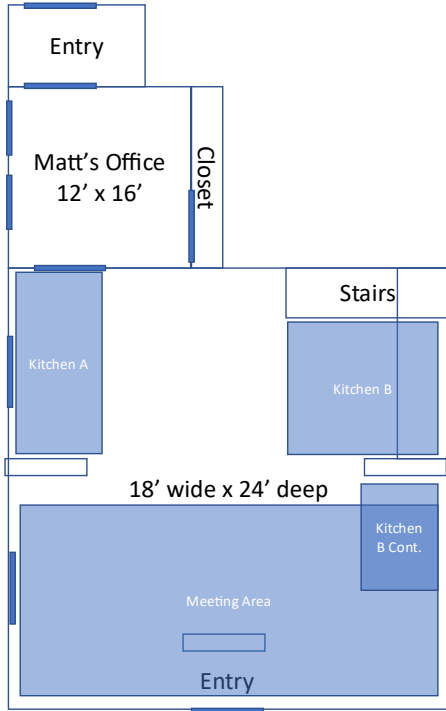
Before Image:



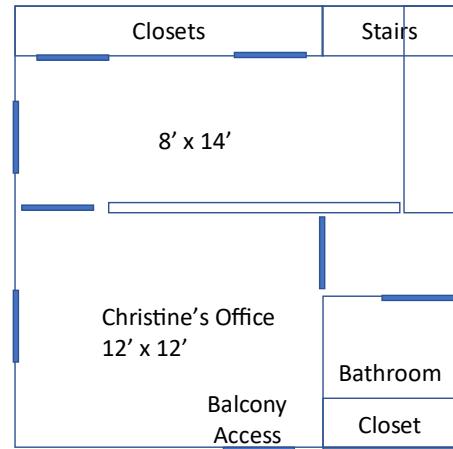
After Image:



5. Proposed Floorplan



110 Kate Street



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 on April 8, 2026, Council received Council Report UTIL-2026-05, and subsequently postponed consideration of the recommendation by Motion #26-061;

AND WHEREAS on April 22, 2026, the Council of the Town of Gananoque received Council Report UTIL-2026-05.1 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 22nd day of April 2026.

John S. Beddows, Mayor

Penny Kelly, Clerk

(Seal)

Council Report – RDS-2026-08.1

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-2026-08.1.

STRATEGIC PLAN COMMENTS:

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

BACKGROUND:

This Report is being brought back for Council’s consideration, as per Motion #26-061, dated April 8, 2026, being a Motion to postpone the recommendation contained in Report Council-2026-RDS-08.

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 on April 8, 2026, Council passed Motion #26-061, postponing consideration of Council Report RDS-2026-08, to April 22, 2026;

AND WHEREAS on April 22, 2026, the Council of the Town of Gananoque received Council Report RDS-2026-08.1, 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 22nd day of April 2026.

John S. Beddows, Mayor

Penny Kelly, Clerk

(Seal)



Report Council – CAO-2026-06

Date: April 22, 2026 **IN CAMERA**

Subject: Bill 98 – *Building Homes and Improving Transportation Infrastructure Act 2026*

Author: Melanie Kirkby, CAO **OPEN COUNCIL**

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE RECEIVES FOR INFORMATION, THE STAFF SUMMARY OF THE PROPOSED ONTARIO BILL 98 – *BUILDING HOMES AND IMPROVING TRANSPORTATION INFRASTRUCTURE ACT 2026*, AS PRESENTED IN REPORT COUNCIL CAO-2026-06.

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:

On April 8, 2026, Council meeting Mayor Beddows brought forward a letter from the Minister of Municipal Affairs and Housing, Hon. Robert Flack (attached), outlining the focus and goals of the draft Ontario Bill 98 – Building Homes and Improving Transportation Infrastructure Act 2026.

Minister Flack states that “our government introduced the *Building Homes and Improving Transportation Infrastructure Act, 2026*, (Bill 98). Through this legislation and accompanying measures, we are creating the conditions for Ontario to build the housing and infrastructure it needs to grow and remain competitive. These changes will help get shovels in the ground faster for much-needed housing, and housing enabling-infrastructure projects, while improving the way people and goods move across Ontario.”

“You may provide your comments on the proposed changes to the *Municipal Act, 2001* through the Environmental Registry of Ontario (ERO) notice and the Ontario Regulatory Registry ([ERO 026-0302](#)) from March 30, 2026 to April 29, 2026.”

Council subsequently passed the following Motion:

Motion #26-067 – Minister Flack Letter of April 2026 – Direction to Staff

Moved by: Mayor Beddows **Seconded by:** Councillor Koiner

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE DIRECTS STAFF TO PROVIDE A REPORT AND RECOMMENDATIONS FOR COMMENTS ON THE CHANGES TO LEGISLATION PROPOSED IN MINISTER FLACK’S LETTER OR APRIL 1, 2026, FOR CONSIDERATION AT THE APRIL 22ND, MEETING.

INFORMATION/DISCUSSION:

Below are each of the key points from the letter, followed by applicable staff comments.

Development Charges Act, 1997 – Ministry of Municipal Affairs and Housing (MMAH)

Schedule 3 of the Bill would make amendments to the *Development Charges Act, 1997*.

New Section 4.5 would provide that non-profit retirement home developments are exempt from development charges.

The Schedule would also make technical amendments to address out-of-date cross-references in provisions related to front-ending agreements.

Staff Comments:

Carveth Care Centre is a privately operated facility. Development Permit approvals did not trigger the threshold for a Develop Charge (DC) in that they did not increase gross floor area by 50% or more nor was there an increase in units with the proposed renovations.

Under the Canada – Ontario Partnership Build Agreement, Politicians have indicated that there is a commitment from both the Federal and Provincial levels to support municipalities if they cut development charges by up to 50% for three years. However, it seems to target larger municipalities. Gananoque has very low DC's in comparison with GTHA and Western Ontario.

Municipal Act, 2001 – Ministry of Municipal Affairs and Housing

The Schedule repeals and remakes section 93 of the *Municipal Act, 2001*, to address barriers to the development of communal water and wastewater systems and increase housing supply across Ontario.

New Subsection 93(1) of the Act provides that no person shall construct, maintain or operate a non-municipal water or sewage public utility without first applying for and obtaining the consent of the municipality.

Under new Subsection 93(2) of the Act, a municipality that receives an application for one of these utilities must review that application and either provide consent subject to conditions and limits that are agreed upon, or, in the case of a regulation having been made setting out criteria or conditions that must be met, and the municipality is of the opinion that regulated requirements have been met, the municipality must provide consent to the application. Regulation-making authority would be made to establish the criteria or conditions related to applications for consent and for the proposed public utility.

Staff Comments:

Currently there are no private water or wastewater systems in Gananoque. This would only apply to the few areas of Town that are not currently serviced by the utility system. Any applications would have to comply with the *Safe Water Drinking Act*.

Planning Act – Ministry of Municipal Affairs and Housing

Schedule 7 of the Bill proposes the following amendments to the *Planning Act* that would help create the conditions necessary to support housing and community development. If passed, the Act would be amended to:

- Provide a mandatory, standard structure or format in Official Plans. The intent is to create cleaner and easier Official Plans to reduce uncertainty for the public or developers, and;
- Identify what is a complete application and the addition of prescribed persons in applications.

Staff Comments:

The Town is currently into the final stages of the Draft Official Plan which may require a cursory look at the draft prior to submission to the province.

A complete application identifies core and contingent studies. Core studies include environmental impact, servicing, site assessment and planning justifications. Contingent are described as those that may apply in certain circumstances.

Staff do not have a concern in either as we identify in our pre-consultations what is required based on the subject property.

- Provide a two-phased implementation approach for the new official plan framework which focuses on the 29 large and fast-growing municipalities in the first phase.

Staff Comments:

Gananoque is not listed as 1 of the 29 large and fast-growing Municipalities.

- Remove redundant requirement for municipalities to include climate change policies in their official plans,

Staff Comments:

Subsection 16(14) of the Act is repealed so that an Official Plan is no longer required to contain goals, objectives and actions to mitigate greenhouse gas emissions and to provide for adaptation to a changing climate. The draft Official Plan speaks to considering mitigation or how natural hazards may be impacted by changing climate. There is no specific language to greenhouse gas emissions.

- Provide the Minister with authority to exempt lower-tier municipalities from requirement to conform with upper-tier official plan to facilitate voluntary early implementation of the proposed official plan framework.

Staff Comments:

Gananoque is a single tier municipality, therefore this does not have any effect.

- Provide that for an already approved Protected Major Transit Station Area (PMTSA), only official plan amendments changing the boundaries of the PMTSA or the planned population and jobs for the area would require the Minister's approval.

Staff Comments:

There are no PMTSA in Gananoque.

- Remove the legislative requirement for the Minister to provide notice on proposed amendments to or revocations of Minister's Zoning Orders (MZOs),

Staff Comments:

Gananoque is subject to Section 70.2 of the *Planning Act* for the Development Permit System. MZO's apply to Section 34 of the *Planning Act*.

- Facilitate the implementation of provisions from Bill 23, the *More Homes Built Faster Act, 2022*, that provide for a new framework for developer-identified land, including encumbered land and privately owned public spaces (POPS) arrangements, to count toward municipal parkland dedication requirements.

Staff Comments:

This proposed change speaks to criteria for parkland suggesting that the lands cannot be contaminated or hazardous but could be located within or adjacent natural heritage features. Municipalities are to provide responses to proposals within a specified period or time, or one can appeal to the tribunal. Additionally, in private developments, the municipality may enter into an agreement that the lands are to be used for park purposes.

- Remove references to “sustainable design” from site plan control and restrict municipalities from requiring an owner of land to provide electric vehicle supply equipment in connection with off-street vehicular parking facilities, so that municipalities may not impose ‘enhanced’ development standards at the lot level that are not required for health, safety, or environmental performance (e.g., stormwater).

Staff Comments:

Gananoque is subject to Section 70.2 of the *Planning Act* for the Development Permit System. However, it is noted that the Town has generally followed the direction of the province.

- Provide the Minister with authority to establish a minimum lot size in serviced areas (proposing to be 175m²).

Staff Comments:

The Development Permit By-law provides for a range of 220 sq. m (townhouses) to 557 sq. m (duplex). Reductions in area can be achieved through the Development Permit By-law upon review. A minimum may create challenges in servicing, drainage, parking and other infrastructure.

Water and Wastewater Public Corporations Act, 2025 – Ministry of Municipal Affairs and Housing

The Ministry is proposing legislative amendments to the *Water and Wastewater Public Corporations Act, 2025*. These include:

- Explicitly prohibiting private ownership in any new Water and Wastewater Public Corporation (WWPC) to align with the government’s intent to maintain 100% public sector ownership and respond to the strong feedback we have heard on the issue from the public, unions, associations and municipalities regarding privatization.
- Supporting the continuation of services and existing contracts – so that transferred contracts and agreements are not affected by a transfer to a new WWPC. This includes contracts such as employment or insurance, permits, licenses or a collective agreement, helping to support an efficient transfer and continuity of service during the transfer process.
- Supporting labour and employment continuity by clarifying that certain rights (such as successor, employment, and pay equity rights) are carried forward to a new WWPC.
- This would include regulation-making authority to help ensure continuity of services related to contracts and employees that are transferred to a new WWPC.
- Prohibiting the transfer of long-term municipal water and wastewater debt to a WWPC to provide clarity and reduce lender uncertainty, while creating new regulation-making authority to enable future regulations to address other matters related to municipal debt.

Staff Comments:

Gananoque does not currently have a Water and Wastewater Public Corporation, so this does not apply.

Staff feel that the proposed changes will ensure that control and management of a water and wastewater public corporation be entirely Governmental, Municipal, Provincial and Federal. This would ensure that safety and quality are not impacted by profitability. This also enforces the Standard of Care legislation.

Safe Drinking Water Act, 2002 – Ministry of the Environment, Conservation and Parks

Schedule 8 of the Bill proposes a change to the *Safe Drinking Water Act, 2002 (SDWA)* to clarify that a drinking water system owned by a WWPC would be considered a municipal drinking water system under the SDWA. This change would ensure that WWPCs are subject to the same public health and safety requirements under the SDWA that apply to all municipal drinking water systems.

The Bill also proposes changes to the SDWA that would deem municipal consent to have been provided under the SDWA for a proposed non-municipal drinking water system if consent has been provided by a municipality under the *Municipal Act* and regulated requirements under that Act were met. This avoids duplication of the municipal consent and helps to remove a barrier to development on communal systems.

Staff Comments:

Currently there are no private water or wastewater systems in Gananoque. This would only apply to the few areas of Town that are not currently serviced by the utility system.

Staff feel that the proposed changes will ensure Government oversight and that safety and quality are not impacted by cost savings. This is an important factor in public health.

Fare Alignment and Seamless Transit Act, 2026 – Ministry of Transportation

Schedule 4 of the Bill enacts the *Fare Alignment and Seamless Transit Act, 2026*. The proposed legislation would authorize the Minister of Transportation to make regulations:

1. **Prescribing local transit systems** in the GTHA that are subject to the Act.
2. **Establishing One Fare 2.0**, including: setting fare prices and categories; defining eligibility and fare discount policies; establishing fare and transfer policies between prescribed transit systems (e.g., free transfers); requiring participation in a unified fare payment system approved by the Minister (e.g., PRESTO); and determining how fares shall be apportioned among prescribed transit systems in a geographic zone, which could result in the reallocation of fare revenue collected in one prescribed transit system to another prescribed transit system in a different municipality.
3. **Improving service to key regional destinations** by designating new and existing routes as “priority routes”, including routes that may cross municipal boundaries; setting service standards for priority routes; and prescribing requirements for service integration between prescribed transit systems, including requiring a prescribed transit system to provide services outside of its primary service area (i.e., in other municipalities).

4. **Improving specialized transit service**, including requiring prescribed specialized transit systems to: participate in a unified trip booking system approved by the Minister; and provide transportation a prescribed distance outside of its primary service area (i.e., in another municipality) without requiring a person with a disability to transfer to a different passenger transportation system.
5. **Creating exemptions** from the Act or regulations.

Staff Comments:

This legislation is for the GTHA does not currently apply to Gananoque.

Metrolinx Act, 2006 – Ministry of Transportation

Schedule 5 amends *the Metrolinx Act, 2006* to create a voluntary, streamlined compliance reporting process for Metrolinx which will be more scoped than the traditional building permit process. The proposed compliance reporting process does not override the existing building permit process. Instead, it allows for more flexibility for Metrolinx by creating a streamlined process to get building science expertise from municipalities.

The proposed legislative amendments require municipalities, upon receiving a proposed construction or demolition notice from Metrolinx, to provide Metrolinx with a report that includes:

- An assessment of whether the proposal would contravene the Building Code. o Municipalities would not include a review of certain *Planning Act* requirements such as municipal zoning bylaw and site plan approvals.
- An assessment of the applicability of the *Architects Act* or the *Professional Engineers Act*.
- An assessment of whether every person who prepared the relevant building documents had the correct qualifications under the Building Code.
- Any other prescribed information.

The proposed legislation also enables the Minister of Transportation, through regulation, to prescribe additional exemptions to applicable law and specific timelines for municipal inspections and conveyance of occupancy reports, among other items.

Staff Comments:

The *Metrolinx Act, 2006* is Ontario legislation establishing Metrolinx as a Crown agency to improve the coordination, planning, financing, and development of integrated, multi-modal transportation in the Greater Toronto and Hamilton Area (GTHA). It mandates the agency to manage regional transit (GO Transit), centralize procurement, and align transportation with land-use plans. This does not apply to Gananoque.

APPLICABLE POLICY/LEGISLATION:

Ontario Bill 98

FINANCIAL CONSIDERATIONS:

As described.

CONSULTATIONS:

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

ATTACHMENTS:

Letter from the Minister of Municipal Affairs and Housing, Hon. Robert Flack

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

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

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

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

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



234-2026-1123

April 1, 2026

On March 30, 2026, our government introduced the *Building Homes and Improving Transportation Infrastructure Act, 2026*, (Bill 98). Through this legislation and accompanying measures, we are creating the conditions for Ontario to build the housing and infrastructure it needs to grow and remain competitive. These changes will help get shovels in the ground faster for much-needed housing, and housing enabling-infrastructure projects, while improving the way people and goods move across Ontario.

A brief description of the proposals in this bill are included in this letter below. You are also invited to review the [Environmental Registry of Ontario](#) and [Regulatory Registry of Ontario](#) posting links provided with this letter and share any feedback you may have.

If you have any questions, please reach out to my Director of Stakeholder and Caucus Relations, Tanner Zelenko, at Tanner.Zelenko@ontario.ca

I look forward to our continued collaboration with our municipal partners as we build a more prosperous, resilient and competitive economy that will enhance affordability and the quality of life for Ontario residents and families.

Sincerely,

A handwritten signature in blue ink that reads 'Robert J. Flack'.

Hon. Robert J. Flack
Minister of Municipal Affairs and Housing

- c. Prabmeet Sarkaria, Minister of Transportation
- Todd McCarthy, Minister of the Environment, Conservation and Parks
- Graydon Smith, Associate Minister of Municipal Affairs and Housing
- Robert Dodd, Chief of Staff, Minister's Office
- Matthew Rae, Parliamentary Assistant, Municipal Affairs and Housing
- Laura Smith, Parliamentary Assistant, Municipal Affairs and Housing
- Brian Saunderson, Parliamentary Assistant, Municipal Affairs and Housing
- Martha Greenberg, Deputy Minister, Municipal Affairs and Housing
- David McLean, Assistant Deputy Minister, Municipal Affairs and Housing
- Laurie Miller, Assistant Deputy Minister, Municipal Affairs and Housing
- Sean Fraser, Assistant Deputy Minister, Municipal Affairs and Housing

Development Charges Act, 1997 – Ministry of Municipal Affairs and Housing

Schedule 3 of the Bill would make amendments to the *Development Charges Act, 1997*.

New section 4.5 would provide that non-profit retirement home developments are exempt from development charges.

The Schedule would also make technical amendments to address out-of-date cross-references in provisions related to front-ending agreements.

You may provide your comments on the proposed changes to the *Development Charges Act, 1997* through the Ontario Regulatory Registry

<https://www.regulatoryregistry.gov.on.ca/proposal/52054>

Municipal Act, 2001 – Ministry of Municipal Affairs and Housing

The Schedule repeals and remakes section 93 of the *Municipal Act, 2001*, to address barriers to the development of communal water and wastewater systems and increase housing supply across Ontario.

New subsection 93 (1) of the Act provides that no person shall construct, maintain or operate a non-municipal water or sewage public utility without first applying for and obtaining the consent of the municipality. Under new subsection 93 (2) of the Act, a municipality that receives an application for one of these utilities must review that application and either provide consent subject to conditions and limits that are agreed upon, or, in the case of a regulation having been made setting out criteria or conditions that must be met, and the municipality is of the opinion that regulated requirements have been met, the municipality must provide consent to the application. Regulation-making authority would be made to establish the criteria or conditions related to applications for consent and for the proposed public utility.

You may provide your comments on the proposed changes to the *Municipal Act, 2001* through the Environmental Registry of Ontario (ERO) notice and the Ontario Regulatory Registry ([ERO 026-0302](#)) from March 30, 2026 to April 29, 2026.

Planning Act – Ministry of Municipal Affairs and Housing

Schedule 7 of the Bill proposes the following amendments to the *Planning Act* that would help create the conditions necessary to support housing and community development. If passed, the proposed changes would:

- Specify a standardized structure and a standardized set of land use designations for local official plans (i.e., lower- and single-tier municipalities and planning boards).
- Provide a two-phased implementation approach for the new official plan framework which focuses on the 29 large and fast-growing municipalities in the first phase,
- Remove redundant requirement for municipalities to include climate change policies in their official plans,
- Provide the Minister with authority to exempt lower-tier municipalities from requirement to conform with upper-tier official plan to facilitate voluntary early implementation of the proposed official plan framework,

- Provide that for an already approved Protected Major Transit Station Area (PMTSA), only official plan amendments changing the boundaries of the PMTSA or the planned population and jobs for the area would require the Minister's approval,
- Remove the legislative requirement for the Minister to provide notice on proposed amendments to or revocations of Minister's Zoning Orders (MZOs),
- Provide flexibility for removing Simcoe County's planning responsibilities in up to three separate phases, based on municipal readiness, and
- Facilitate the implementation of provisions from Bill 23, the *More Homes Built Faster Act, 2022*, that provide for a new framework for developer-identified land, including encumbered land and privately owned public spaces (POPS) arrangements, to count toward municipal parkland dedication requirements.
- Remove references to "sustainable design" from site plan control and restrict municipalities from requiring an owner of land to provide electric vehicle supply equipment in connection with off-street vehicular parking facilities, so that municipalities may not impose 'enhanced' development standards at the lot level that are not required for health, safety, or environmental performance (e.g., stormwater).
- Provide the Minister with authority to establish a minimum lot size through regulation.

We are interested in receiving your comments on these proposed measures. Comments can be made through the Environmental Registry of Ontario and the Ontario Regulatory Registry from March 30, 2026, to April 29, 2026:

- [ERO 026-0300](#): Proposed Planning Act, City of Toronto Act, 2006, Building Code Act, 1992 and Municipal Act, 2001 Changes (Schedules 7, 2 and 1 of Bill 98, the Building Homes and Improving Transportation Infrastructure Act, 2026).

We are also interested in receiving any comments you may have on other associated proposals:

- [ERO 026-0315](#): Consultation on upper-tier official plans, secondary plans, and site and area-specific policies
- [ERO 026-0310](#): Consultation on site plan control reform under the *Planning Act* and the *City of Toronto Act, 2006*
- [ERO 026-0305](#): Proposed Changes to Various Regulations Under the *Planning Act* to Facilitate the Electronic Submission of Information and Materials to Approval Authorities and Allow Notices to be Given Electronically to the Province
- [ERO 026-0314](#): Proposed Changes to Various Regulations Under the *Planning Act* and the *City of Toronto Act, 2006* to Specify Additional "Prescribed Professions" for the Purposes of a Complete Application
- [ERO 026-0313](#): Streamlining the Information and Material that Planning Authorities can Require as Part of a Complete Application
- [ERO 026-0309](#): Proposed Regulation to Prohibit Mandatory Enhanced Development Standards as a Condition of Land Division Approvals
- [ERO 026-0311](#): Proposed Regulatory Approach to Establish a Minimum Residential Lot Size in Urban Areas
- [ERO 026-0304](#): Draft Projection Methodology Guideline to support the implementation of the Provincial Planning Statement, 2024
- [ERO 026-0312](#): Proposed Changes to Support Standardizing of Parkland Requirements Under the *Planning Act*

The Environmental Registry postings provide additional details regarding the proposed changes.

Building Code Act, 1992 – Ministry of Municipal Affairs and Housing

Schedule 1 amends the *Building Code Act, 1992* to clarify that standards for the protection or conservation of the environment are included in the meaning of municipal by-laws respecting the construction or demolition of buildings for the purposes of section 35 of the Act.

[ERO 026-0300](#): Proposed Planning Act, City of Toronto Act, 2006, Building Code Act, 1992 and Municipal Act, 2001 Changes (Schedules 7, 2 and 1 of Bill 98, the Building Homes and Improving Transportation Infrastructure Act, 2026.

City of Toronto Act, 2006 – Ministry of Municipal Affairs and Housing

The proposed change would, through various amendments to section 114 of the *City of Toronto Act, 2006*, remove references to “sustainable design” in site plan control. Changes would also be made to allow the Minister to establish a minimum lot size through regulation under the *Planning Act*.

[ERO 026-0300](#): Proposed Planning Act, City of Toronto Act, 2006, Building Code Act, 1992 and Municipal Act, 2001 Changes (Schedules 7, 2 and 1 of Bill 98, the Building Homes and Improving Transportation Infrastructure Act, 2026

Water and Wastewater Public Corporations Act, 2025 – Ministry of Municipal Affairs and Housing

The ministry is proposing legislative amendments to the *Water and Wastewater Public Corporations Act, 2025*. These include:

- Explicitly prohibiting private ownership in any new Water and Wastewater Public Corporation (WWPC) to align with the government’s intent to maintain 100% public sector ownership and respond to the strong feedback we have heard on the issue from the public, unions, associations and municipalities regarding privatization.
- Supporting the continuation of services and existing contracts – so that transferred contracts and agreements are not affected by a transfer to a new WWPC. This includes contracts such as employment or insurance, permits, licenses or a collective agreement, helping to support an efficient transfer and continuity of service during the transfer process.
- Supporting labour and employment continuity by clarifying that certain rights (such as successor, employment, and pay equity rights) are carried forward to a new WWPC.
- This would include regulation-making authority to help ensure continuity of services related to contracts and employees that are transferred to a new WWPC.
- Prohibiting the transfer of long-term municipal water and wastewater debt to a WWPC to provide clarity and reduce lender uncertainty, while creating new regulation-making authority to enable future regulations to address other matters related to municipal debt.

You may provide your comments on the proposed changes to the *Water and Wastewater Public Corporations Act, 2025* through the Environmental Registry of Ontario (ERO) notice and the Ontario Regulatory Registry ([026-0301](https://ero.ontario.ca/notice/026-0301)) from March 30, 2026 to April 29, 2026.
<https://ero.ontario.ca/notice/026-0301>

Safe Drinking Water Act, 2002 – Ministry of the Environment, Conservation and Parks

Schedule 8 of the Bill proposes a change to the *Safe Drinking Water Act, 2002 (SDWA)* to clarify that a drinking water system owned by a WWPC would be considered a municipal drinking water system under the SDWA. This change would ensure that WWPCs are subject to the same public health and safety requirements under the SDWA that apply to all municipal drinking water systems.

The Bill also proposes changes to the *Safe Drinking Water Act* that would deem municipal consent to have been provided under the *Safe Drinking Water Act* for a proposed non-municipal drinking water system if consent has been provided by a municipality under the *Municipal Act* and regulated requirements under that Act were met. This avoids duplication of the municipal consent and helps to remove a barrier to development on communal systems.

You may provide your comments on the proposed changes to the *Safe Drinking Water Act, 2002* through the Environmental Registry of Ontario (ERO) notices related to the *Municipal Act, 2001*, [026-0302](https://ero.ontario.ca/notice/026-0302), and the *Water and Wastewater Public Corporations Act, 2025*, [026-0301](https://ero.ontario.ca/notice/026-0301) from March 30, 2026 to April 29, 2026.
<https://ero.ontario.ca/notice/026-0301>
<https://ero.ontario.ca/notice/026-0302>

Fare Alignment and Seamless Transit Act, 2026 – Ministry of Transportation

Schedule 4 of the bill enacts the *Fare Alignment and Seamless Transit Act, 2026*. The proposed legislation would authorize the Minister of Transportation to make regulations:

1. **Prescribing local transit systems** in the GTHA that are subject to the Act.
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3. **Improving service to key regional destinations** by designating new and existing routes as “priority routes”, including routes that may cross municipal boundaries; setting service standards for priority routes; and prescribing requirements for service integration between prescribed transit systems, including requiring a prescribed transit system to provide services outside of its primary service area (i.e., in other municipalities).

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Metrolinx Act, 2006 – Ministry of Transportation

Schedule 5 amends *the Metrolinx Act, 2006* to create a voluntary, streamlined compliance reporting process for Metrolinx which will be more scoped than the traditional building permit process. The proposed compliance reporting process does not override the existing building permit process. Instead, it allows for more flexibility for Metrolinx by creating a streamlined process to get building science expertise from municipalities.

The proposed legislative amendments require municipalities, upon receiving a proposed construction or demolition notice from Metrolinx, to provide Metrolinx with a report that includes:

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- An assessment of the applicability of the Architects Act or the Professional Engineers Act.
- An assessment of whether every person who prepared the relevant building documents had the correct qualifications under the Building Code.
- Any other prescribed information.

The proposed legislation also enables the Minister of Transportation, through regulation, to prescribe additional exemptions to applicable law and specific timelines for municipal inspections and conveyance of occupancy reports, among other items.

Council Report – FIN-2026-09

Date: April 22, 2026 **IN CAMERA**
Subject: Ontario Lottery Gaming (OLG) 2026 Funding Allocations
Author: John Morrison Treasurer **OPEN SESSION**

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE APPROVES OPTION #____, REGARDING THE 2026 OLG ALLOCATION OF EXPENSES, AS PRESENTED IN REPORT COUNCIL FIN-2026-09.

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:

As part of the 2026 budget process, Council considered multiple funding approaches for the Community Grants Program, Waterfront Concert Series, and Physician Recruitment and Locum Support Program.

Motion #26-004 – Transfer of Community Grant Funding to Physician Retention and Attraction was introduced to reallocate OLG funding; however, this motion was not adopted, as the Mayor’s budget was deemed to be in effect prior to its consideration.

As a result, the approved 2026 budget includes the following funding allocations:

\$46,500 for the Community Grants Program (funded through OLG Casino revenues);
\$35,000 for the Waterfront Concert Series; and
\$80,000 for Physician Recruitment and Locum Support.

These allocations were established through the Mayor’s budget and were not intentionally aligned with the later proposed reallocation in Motion #26-004.

Subsequently, on April 8, 2026, Council adopted Motion #26-068, directing staff to report back on funding options for these programs in relation to the 2026 budget.

Since budget adoption, updated financial information has highlighted pressures on OLG Casino revenues, requiring a reassessment of how these programs are funded and sustained.

INFORMATION/DISCUSSION:

Council's direction through Motion #26-068, provides an opportunity to reassess how the Community Grants Program, Waterfront Concert Series, and Physician Recruitment and Locum Support Program are funded in light of declining OLG Casino revenues.

The approved 2026 budget (Mayor's Budget) established funding levels; however, updated revenue projections indicate that continuing to fund multiple programs through the OLG revenue source is not sustainable.

Given that the Mayor's budget has been deemed adopted, Council can not opt for an increase in the tax levy, but the Mayor could issue a directive for an in year tax increase. Staff have therefore identified the following feasible options for Council's consideration:

Option 1 – Maintain Approved Budget (Status Quo)**Description:**

Maintain the expense allocations as approved in the 2026 budget:

- \$46,500 – Community Grants (Casino)
- \$35,000 – Waterfront Concerts
- \$80,000 – Physician Recruitment/Locum

Pros:

- No changes to approved budget
- Maintains full program funding levels
- No immediate impact on community organizations or services

Cons:

- Not aligned with declining casino revenues
- Creates pressure on reserves or future budgets
- Does not align funding sources with program purpose
- Reduces long-term financial sustainability

Option 2 – Recommended Approach (Funding Realignment)**Description:**

Realign funding sources to reflect revenue constraints and program purpose:

- \$42,500 – Community Grants (Casino)
- Waterfront Concerts:
 - \$4,000 (Casino)
 - \$35,000 (MAT)
 - Balance from sponsorships/advertising
- Physician Recruitment/Locum:
 - Funded from Tax Rate Stabilization Reserve

Pros:

- Aligns funding sources with program objectives (MAT → tourism, reserves → strategic priorities)
- Reduces reliance on declining casino revenues
- Maintains core service levels
- Introduces external revenue opportunities

Cons:

- Draws on Tax Rate Stabilization Reserve
- Concert series dependent on sponsorship success
- Slight reduction to Community Grants funding

Option 3 – Reduce Program Budget to Match Casino Revenues**Description:**

Adjust program funding levels to align strictly with available OLG Casino revenues.

Pros:

- Fully sustainable within current revenue levels
- No reliance on reserves or alternative funding sources

Cons:

- Reductions to Community Grants, concerts, and/or physician recruitment
- Negative impacts on community organizations and services
- Potential impact on tourism and economic activity
- Could affect physician recruitment efforts

Staff recommends Option #2 – Funding Realignment, as it:

- Responds to declining casino revenues
- Aligns funding sources with program purpose
- Maintains Council's key priorities
- Improves long-term financial sustainability

APPLICABLE POLICY/LEGISLATION:**1. *Municipal Act, 2001***

- a. Provides authority for municipalities to allocate funds and utilize reserves for municipal purposes.

2. *Town of Gananoque Financial Policies*

- a. Guide the use of reserves, including the Tax Rate Stabilization Reserve, to manage financial pressures.

3. *Municipal Accommodation Tax (MAT) Framework*

- a. Supports funding of tourism-related initiatives such as the Waterfront Concert Series.

4. *OLG Casino Revenue (Community Grants)*

- a. Historically used to support community programs but subject to variability and decline.

FINANCIAL CONSIDERATIONS:

Casino Funding Status

- Opening Casino Grant Reserve Balance (January 1): \$65,977
- Estimated 2026 Casino Revenue 5% allocation to Grants: \$46,500 (current trend: \$44,424)
- Revenue Trend: Decreased by approximately 11% year-over-year

This decline significantly limits the Town's ability to fund multiple programs from this revenue source.

Budget vs. Recommended Funding Approach Approved 2026 Budget Expenses (Mayor's Budget)

- Community Grants: \$46,500
- Waterfront Concerts: \$35,000
- Physician Recruitment/Locum: \$80,000

Proposed Funding Allocation

Community Grants Program

- \$42,500 from OLG Casino revenue
- Adjusted to reflect available funding while maintaining program stability

Waterfront Concert Series

- \$4,000 from OLG Casino Grants Share revenue
- \$35,000 from MAT funding
- Remaining costs funded through sponsorships and advertising

Physician Recruitment and Locum Support Program

- Funded from the Tax Rate Stabilization Reserve
- Current reserve balance: \$136,830
- Maintains the \$80,000 program funding level

Key Risks and Considerations

- Continued decline in casino revenues
- Use of reserves reduces future financial flexibility
- Dependence on sponsorships for concert program sustainability
- Minor reduction in Community Grants funding

The recommended funding model:

- Reflects current financial realities
- Aligns funding sources with program objectives
- Maintains key community priorities
- Improves long-term financial sustainability

Staff will continue to monitor revenues and program performance and report back through future budget processes as required.

CONSULTATIONS:

None.

ATTACHMENTS:

None.

<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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8.	Next Meeting(s): Wednesday, April 8, 2026 at 5:00 PM
9.	Adjournment
	<p>Moved By: Mayor Beddows Be it resolved that Council hereby adjourns this special meeting of Council at 4:32 PM.</p> <p style="text-align: right;">CARRIED – UNANIMOUS</p>
<hr/> John S. Beddows, Mayor	<hr/> Penny Kelly, Clerk



REGULAR COUNCIL MEETING MINUTES

Held on Wednesday, April 8, 2026, at 5:00 PM

Held Virtually and In-Person

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

1.	Call Meeting to Order
	Mayor Beddows called the meeting to order at 5:03 PM.
2.	Disclosure of Pecuniary Interest & General Nature Thereof
	1. Councillor Kirkby declared a Conflict of Interest regarding Report Council-2026-06 – “Amend Traffic and Parking By-law No. 2015-070 – Garden Street Speed Limit and Stop Sign”, as he owns property at Talbot Place.
	2. Mayor Beddows declared a Pecuniary Interest with respect to Item #14.2 – “The Royal Canadian Legion Ontario Command Request – Military Service Recognition Book”, as he is a member on the Royal Canadian Legion Branch 92 Executive.
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. Ministry of Municipal Affairs and Housing (MMAH) – <i>Building Homes and Improving Transportation Infrastructure Act, 2026</i> (Bill 98) – Mayor Beddows
	2. Community Grants, Waterfront Concerts and Physician Recruitment – 2026 Budget Allotment
7.	Delegations – None
8.	Presentations/Awards/Deputations
	1. Paul Harding – Certificate of Recognition
	<ul style="list-style-type: none"> Mayor Beddows presented a Certificate of Recognition to Mr. Paul Harding for his musical leadership and achievements over the past years and recent induction into the Brockville and Area Music and Performing Arts Hall of Fame.
9.	Mayor’s Declaration – None

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

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

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

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234-2026-1123

April 1, 2026

On March 30, 2026, our government introduced the *Building Homes and Improving Transportation Infrastructure Act, 2026*, (Bill 98). Through this legislation and accompanying measures, we are creating the conditions for Ontario to build the housing and infrastructure it needs to grow and remain competitive. These changes will help get shovels in the ground faster for much-needed housing, and housing enabling-infrastructure projects, while improving the way people and goods move across Ontario.

A brief description of the proposals in this bill are included in this letter below. You are also invited to review the [Environmental Registry of Ontario](#) and [Regulatory Registry of Ontario](#) posting links provided with this letter and share any feedback you may have.

If you have any questions, please reach out to my Director of Stakeholder and Caucus Relations, Tanner Zelenko, at Tanner.Zelenko@ontario.ca

I look forward to our continued collaboration with our municipal partners as we build a more prosperous, resilient and competitive economy that will enhance affordability and the quality of life for Ontario residents and families.

Sincerely,

A handwritten signature in blue ink that reads "Robert J. Flack".

Hon. Robert J. Flack
Minister of Municipal Affairs and Housing

- c. Prabmeet Sarkaria, Minister of Transportation
Todd McCarthy, Minister of the Environment, Conservation and Parks
Graydon Smith, Associate Minister of Municipal Affairs and Housing
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New subsection 93 (1) of the Act provides that no person shall construct, maintain or operate a non-municipal water or sewage public utility without first applying for and obtaining the consent of the municipality. Under new subsection 93 (2) of the Act, a municipality that receives an application for one of these utilities must review that application and either provide consent subject to conditions and limits that are agreed upon, or, in the case of a regulation having been made setting out criteria or conditions that must be met, and the municipality is of the opinion that regulated requirements have been met, the municipality must provide consent to the application. Regulation-making authority would be made to establish the criteria or conditions related to applications for consent and for the proposed public utility.

You may provide your comments on the proposed changes to the *Municipal Act, 2001* through the Environmental Registry of Ontario (ERO) notice and the Ontario Regulatory Registry ([ERO 026-0302](#)) from March 30, 2026 to April 29, 2026.

Planning Act – Ministry of Municipal Affairs and Housing

Schedule 7 of the Bill proposes the following amendments to the *Planning Act* that would help create the conditions necessary to support housing and community development. If passed, the proposed changes would:

- Specify a standardized structure and a standardized set of land use designations for local official plans (i.e., lower- and single-tier municipalities and planning boards).
- Provide a two-phased implementation approach for the new official plan framework which focuses on the 29 large and fast-growing municipalities in the first phase,
- Remove redundant requirement for municipalities to include climate change policies in their official plans,
- Provide the Minister with authority to exempt lower-tier municipalities from requirement to conform with upper-tier official plan to facilitate voluntary early implementation of the proposed official plan framework,

- Provide that for an already approved Protected Major Transit Station Area (PMTSA), only official plan amendments changing the boundaries of the PMTSA or the planned population and jobs for the area would require the Minister's approval,
- Remove the legislative requirement for the Minister to provide notice on proposed amendments to or revocations of Minister's Zoning Orders (MZOs),
- Provide flexibility for removing Simcoe County's planning responsibilities in up to three separate phases, based on municipal readiness, and
- Facilitate the implementation of provisions from Bill 23, the *More Homes Built Faster Act, 2022*, that provide for a new framework for developer-identified land, including encumbered land and privately owned public spaces (POPS) arrangements, to count toward municipal parkland dedication requirements.
- Remove references to "sustainable design" from site plan control and restrict municipalities from requiring an owner of land to provide electric vehicle supply equipment in connection with off-street vehicular parking facilities, so that municipalities may not impose 'enhanced' development standards at the lot level that are not required for health, safety, or environmental performance (e.g., stormwater).
- Provide the Minister with authority to establish a minimum lot size through regulation.

We are interested in receiving your comments on these proposed measures. Comments can be made through the Environmental Registry of Ontario and the Ontario Regulatory Registry from March 30, 2026, to April 29, 2026:

- [ERO 026-0300](#): Proposed Planning Act, City of Toronto Act, 2006, Building Code Act, 1992 and Municipal Act, 2001 Changes (Schedules 7, 2 and 1 of Bill 98, the Building Homes and Improving Transportation Infrastructure Act, 2026).

We are also interested in receiving any comments you may have on other associated proposals:

- [ERO 026-0315](#): Consultation on upper-tier official plans, secondary plans, and site and area-specific policies
- [ERO 026-0310](#): Consultation on site plan control reform under the *Planning Act* and the *City of Toronto Act, 2006*
- [ERO 026-0305](#): Proposed Changes to Various Regulations Under the *Planning Act* to Facilitate the Electronic Submission of Information and Materials to Approval Authorities and Allow Notices to be Given Electronically to the Province
- [ERO 026-0314](#): Proposed Changes to Various Regulations Under the *Planning Act* and the *City of Toronto Act, 2006* to Specify Additional "Prescribed Professions" for the Purposes of a Complete Application
- [ERO 026-0313](#): Streamlining the Information and Material that Planning Authorities can Require as Part of a Complete Application
- [ERO 026-0309](#): Proposed Regulation to Prohibit Mandatory Enhanced Development Standards as a Condition of Land Division Approvals
- [ERO 026-0311](#): Proposed Regulatory Approach to Establish a Minimum Residential Lot Size in Urban Areas
- [ERO 026-0304](#): Draft Projection Methodology Guideline to support the implementation of the Provincial Planning Statement, 2024
- [ERO 026-0312](#): Proposed Changes to Support Standardizing of Parkland Requirements Under the *Planning Act*

The Environmental Registry postings provide additional details regarding the proposed changes.

Building Code Act, 1992 – Ministry of Municipal Affairs and Housing

Schedule 1 amends the *Building Code Act, 1992* to clarify that standards for the protection or conservation of the environment are included in the meaning of municipal by-laws respecting the construction or demolition of buildings for the purposes of section 35 of the Act.

[ERO 026-0300](#): Proposed Planning Act, City of Toronto Act, 2006, Building Code Act, 1992 and Municipal Act, 2001 Changes (Schedules 7, 2 and 1 of Bill 98, the Building Homes and Improving Transportation Infrastructure Act, 2026.

City of Toronto Act, 2006 – Ministry of Municipal Affairs and Housing

The proposed change would, through various amendments to section 114 of the *City of Toronto Act, 2006*, remove references to “sustainable design” in site plan control. Changes would also be made to allow the Minister to establish a minimum lot size through regulation under the *Planning Act*.

[ERO 026-0300](#): Proposed Planning Act, City of Toronto Act, 2006, Building Code Act, 1992 and Municipal Act, 2001 Changes (Schedules 7, 2 and 1 of Bill 98, the Building Homes and Improving Transportation Infrastructure Act, 2026

Water and Wastewater Public Corporations Act, 2025 – Ministry of Municipal Affairs and Housing

The ministry is proposing legislative amendments to the *Water and Wastewater Public Corporations Act, 2025*. These include:

- Explicitly prohibiting private ownership in any new Water and Wastewater Public Corporation (WWPC) to align with the government’s intent to maintain 100% public sector ownership and respond to the strong feedback we have heard on the issue from the public, unions, associations and municipalities regarding privatization.
- Supporting the continuation of services and existing contracts – so that transferred contracts and agreements are not affected by a transfer to a new WWPC. This includes contracts such as employment or insurance, permits, licenses or a collective agreement, helping to support an efficient transfer and continuity of service during the transfer process.
- Supporting labour and employment continuity by clarifying that certain rights (such as successor, employment, and pay equity rights) are carried forward to a new WWPC.
- This would include regulation-making authority to help ensure continuity of services related to contracts and employees that are transferred to a new WWPC.
- Prohibiting the transfer of long-term municipal water and wastewater debt to a WWPC to provide clarity and reduce lender uncertainty, while creating new regulation-making authority to enable future regulations to address other matters related to municipal debt.

You may provide your comments on the proposed changes to the *Water and Wastewater Public Corporations Act, 2025* through the Environmental Registry of Ontario (ERO) notice and the Ontario Regulatory Registry ([026-0301](https://ero.ontario.ca/notice/026-0301)) from March 30, 2026 to April 29, 2026.
<https://ero.ontario.ca/notice/026-0301>

Safe Drinking Water Act, 2002 – Ministry of the Environment, Conservation and Parks

Schedule 8 of the Bill proposes a change to the *Safe Drinking Water Act, 2002 (SDWA)* to clarify that a drinking water system owned by a WWPC would be considered a municipal drinking water system under the SDWA. This change would ensure that WWPCs are subject to the same public health and safety requirements under the SDWA that apply to all municipal drinking water systems.

The Bill also proposes changes to the *Safe Drinking Water Act* that would deem municipal consent to have been provided under the *Safe Drinking Water Act* for a proposed non-municipal drinking water system if consent has been provided by a municipality under the *Municipal Act* and regulated requirements under that Act were met. This avoids duplication of the municipal consent and helps to remove a barrier to development on communal systems.

You may provide your comments on the proposed changes to the *Safe Drinking Water Act, 2002* through the Environmental Registry of Ontario (ERO) notices related to the *Municipal Act, 2001*, [026-0302](https://ero.ontario.ca/notice/026-0302), and the *Water and Wastewater Public Corporations Act, 2025*, [026-0301](https://ero.ontario.ca/notice/026-0301) from March 30, 2026 to April 29, 2026.
<https://ero.ontario.ca/notice/026-0301>
<https://ero.ontario.ca/notice/026-0302>

Fare Alignment and Seamless Transit Act, 2026 – Ministry of Transportation

Schedule 4 of the bill enacts the *Fare Alignment and Seamless Transit Act, 2026*. The proposed legislation would authorize the Minister of Transportation to make regulations:

1. **Prescribing local transit systems** in the GTHA that are subject to the Act.
2. **Establishing One Fare 2.0**, including: setting fare prices and categories; defining eligibility and fare discount policies; establishing fare and transfer policies between prescribed transit systems (e.g., free transfers); requiring participation in a unified fare payment system approved by the Minister (e.g., PRESTO); and determining how fares shall be apportioned among prescribed transit systems in a geographic zone, which could result in the reallocation of fare revenue collected in one prescribed transit system to another prescribed transit system in a different municipality.
3. **Improving service to key regional destinations** by designating new and existing routes as “priority routes”, including routes that may cross municipal boundaries; setting service standards for priority routes; and prescribing requirements for service integration between prescribed transit systems, including requiring a prescribed transit system to provide services outside of its primary service area (i.e., in other municipalities).

4. **Improving specialized transit service**, including requiring prescribed specialized transit systems to: participate in a unified trip booking system approved by the Minister; and provide transportation a prescribed distance outside of its primary service area (i.e., in another municipality) without requiring a person with a disability to transfer to a different passenger transportation system.
5. **Creating exemptions** from the Act or regulations.

Metrolinx Act, 2006 – Ministry of Transportation

Schedule 5 amends *the Metrolinx Act, 2006* to create a voluntary, streamlined compliance reporting process for Metrolinx which will be more scoped than the traditional building permit process. The proposed compliance reporting process does not override the existing building permit process. Instead, it allows for more flexibility for Metrolinx by creating a streamlined process to get building science expertise from municipalities.

The proposed legislative amendments require municipalities, upon receiving a proposed construction or demolition notice from Metrolinx, to provide Metrolinx with a report that includes:

- An assessment of whether the proposal would contravene the Building Code.
 - Municipalities would not include a review of certain *Planning Act* requirements such as municipal zoning bylaw and site plan approvals.
- An assessment of the applicability of the Architects Act or the Professional Engineers Act.
- An assessment of whether every person who prepared the relevant building documents had the correct qualifications under the Building Code.
- Any other prescribed information.

The proposed legislation also enables the Minister of Transportation, through regulation, to prescribe additional exemptions to applicable law and specific timelines for municipal inspections and conveyance of occupancy reports, among other items.



Report Council – CAO-2026-07

Date: April 22, 2026 **IN CAMERA**
Subject: Amend Physician Recruitment Program Policy
Author: Melanie Kirkby, CAO **OPEN COUNCIL**

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE APPROVES OPTION #____, AS PRESENT REPORT COUNCIL CAO-2026-07.

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. Action G) Identify partnerships, shared services and resources with TLTI and the County.

BACKGROUND:

During the June 4, 2024, Council Meeting, Council directed staff to amend the Physician Recruitment Program Policy to authorize the CAO and Treasurer to enter into contracts to provide incentive payments to Family Physicians who commit to practice in Gananoque.

The following Motion was passed at the June 4, 2024 Council Meeting:

“Motion No. 24–076 – Amend Physician Recruitment Policy - Incentive & Benefit Payments

Moved by: Mayor Beddows

Seconded by: Deputy Mayor Vicki Leakey

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE DIRECTS STAFF TO AMEND THE PHYSICIAN RECRUITMENT PROGRAM POLICY TO AUTHORIZE THE CAO AND TREASURER TO ENTER INTO CONTRACTS TO PROVIDE INCENTIVE PAYMENTS TO FAMILY PHYSICIANS WHO COMMIT TO PRACTICE IN GANANOQUE.

AND FURTHER THAT INCENTIVE PAYMENTS WILL BE \$20,000 PER ANNUM FOR 5 YEARS, TOTALLING \$100,000 PER PHYSICIAN. THE CAO IS ALSO AUTHORIZED TO PROVIDE ACCESS TO A GROUP HEALTH BENEFITS PLAN, AS APPROPRIATE,

AND FURTHER, INCENTIVE PAYMENTS ARE TO BE DRAWN FROM THE EXISTING BUDGET OF THE PHYSICIAN RECRUITMENT PROGRAM.

CARRIED – UNANIMOUS”

At the February 4, 2026 Council meeting, Council considered an amendment to the Physician Recruitment Grant Policy to include moving allowance, a spousal career transition allowance and to amend the Locum Policy to allow back fill of existing Physicians for sick or parental leave. Subsequently, Council passed a By-law to amend the Policies to implement the back-fill of existing Physicians for sick or parental leaves, but not the moving allowance or the spousal career support allowance.

During the Closed Session meeting on April 8, 2026 Council received Confidential information from Stone Mills Family Health Centre, which included a request to amend the Physician Recruitment Grant Policy. The confidential information was received by Council, and; as Council can only direct staff in Closed Session, a Motion was passed directing staff to bring back a Report to consider the requested amendments to the Policies.

This Report is being presented to consider the Stone Mills Family Health Centre's request to amend the Physician Grant Program Policy.

INFORMATION / DISCUSSION:

As noted above, another request has been received from the Stone Mills Family Health Centre to amend the Physician Recruitment Grant Policy. The proposed update would add Section 6.8, to allow for a Physician Recruitment Grant and Health Benefits Program for a new Physician with a less than Full-Time roster.

This request comes as Stone Mills has recruited a new Physician who wishes to work three (3) days per week beginning in July. Staff have provided the following options for discussion:

Option 1 – Maintain Status Quo. Do not amend the Physician Recruitment Grant Program Policy.

Option 2 – Pass a By-law to amend the Physician Recruitment Policy to add section 6.8 as follows:

“6.8 – Physicians commencing a practice in Gananoque who will not be rostering 1,100 patients may apply for a prorated grant based on their patient roster.”

Option 3 – Pass a By-law to amend the Physician Recruitment Policy to add section 6.8 as follows:

“6.8 – Physicians commencing a practice in Gananoque who will not be rostering 1,100 patients may apply for a prorated grant based on their patient roster. Further the Health Benefit Premiums portion paid by the Town would be in the same ratio, with the Physician paying the balance of the premiums.”

Option 4 – Pass a By-law to amend the Physician Recruitment Policy to add section 6.8 as follows:

“6.8 – Physicians commencing a practice in Gananoque who will not be rostering 1,100 patients may apply for a prorated grant based on their patient roster. Further the Health Benefit Premiums be fully paid by the Town.”

APPLICABLE POLICY/LEGISLATION:

Physician Recruitment Grant Program Policy
Annual Operational Budget

FINANCIAL CONSIDERATIONS:

2026 Budget Allotment – **\$80,000**

CONSULTATIONS:

Amanda Trafford, Economic Development and Communications Officer
Mayor John Beddows
Stone Mills Family Health Centre

ATTACHMENTS:

Physician Recruitment Grant Program Policy

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 are in compliance with Council's own policies and guidelines and the <i>Municipal Act</i> and regulations.</p>
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Physician Recruitment Grant Program Policy			
Authority	Chief Administrative Officer (CAO)		
Establishing By-law No.	2024-054	Effective Date	July 16, 2024

- 1. Purpose:**
To establish a consistent process for awarding Full-Time Permanent Family Physician Grants in order to facilitate physician recruitment within the Town of Gananoque.
- 2. Scope:**
This Policy applies to family Physicians Licensed to practice medicine in the Province of Ontario who will establish a Permanent Full-Time Practice within the Town of Gananoque.
- 3. Authority:**
The Chief Administrative Officer (CAO) and the Treasurer are responsible for the monitoring and administration of this Policy.
- 4. Definitions:**

 - 4.1. **“Full-Time Medical Practice”** means a minimum roster of 1,000 patients.
 - 4.2. **“Medical Clinic”** means a medical practice that is located within the Town of Gananoque that is duly authorized under the Laws of Ontario to offer family medicine services to patients.
 - 4.3. **“Town”** means the Town of Gananoque.
- 5. Procedure:**
Recruitment Grant Applications will be received on an on-going basis throughout the year. The amount of funding available through the Recruitment Grant Program will be approved by Council through the annual operating budget process. This Program is funded through the Grant Portion of the Casino Slot Revenue. Availability of new grants are dependent upon their inclusion in, and Council approval of, the annual municipal budget.

6. Eligibility:

- 6.1. The Application must be completed by the Physician commencing their practice in Gananoque. Physicians already practicing in Gananoque or the Township of Leeds & the Thousand Island (TLTI) are not eligible.
- 6.2. Grant funds awarded will be paid to the Physician in quarterly installments at the end of each quarter that the Full-Time Practice is open. Proof of Ontario Medical License must be received by the Town annually.
- 6.3. In order to be eligible for grant funding, the Applicant Physician must:
 - 6.3.1. Be licensed to practice family medicine in the Province of Ontario;
 - 6.3.2. Have signed the Physician Recruitment Grant Agreement, demonstrating that they are committed to practicing within the Town of Gananoque on a permanent basis, and;
 - 6.3.3. Have not previously received grant funding under this Policy.
- 6.4. The annual recruitment grant funding budget will be allocated on a first-come, first-served basis. In the event that four (4) Physicians are recruited, Council may decide to increase the annual budget allocation for this Program.
- 6.5. Grant Applications must be complete and include all information requested.
- 6.6. Once a Grant Application is deemed complete, the Chief Administrative Officer (CAO) or, in their absence, the Treasurer, will review the Application to confirm eligibility and available annual budget. Funding decisions shall be made by the CAO, or in their absence, the Treasurer. The Physician will be advised of such decision within one (1) month of the completed Application having been received.
- 6.7. The Town, in its sole discretion, may decline or reject any Recruitment Grant Application for any reason, including but not limited to, improper use of funds, incomplete Application, and/or an Application that contradicts the intent of this Policy.

7. Grant Funding:

The amount of the Recruitment Grant approved through the annual operating budget will be disbursed to the Physician as follows:

- 7.1. Twenty-five percent (25%) of the maximum annual grant shall be paid to the Recruited Physician at the end of each quarter that they continue to provide a Full-Time Family Medical Practice located and functioning in the Town of Gananoque.
- 7.2. The Recruited Physician, after meeting all eligibility requirements of this Policy, may enroll in the existing Town funded Health Benefit Insurance Plan for Doctors, at the same coverage levels that are established in the Plan at last

renewal.

- 7.3. Once a Grant has been awarded to a Recipient, the Town has a financial Liability to fund the Grant for the entire five (5) year allotment.

In special circumstances, Council may accept the recommendation of the CAO that the methodology of the disbursement of the funds may be altered based on supporting justification and rationale.

8. Reporting:

- 8.1. At the beginning of each calendar year every Grant Recipient shall submit a signed stated to the Town affirming that they continue to offer a Full-Time Family practice that is located within the Town of Gananoque.
- 8.2. Grant payments for each subsequent year will not be released prior to this signed statement being received.

9. Review:

The Chief Administrative Officer (CAO) will review this Policy each term of Council.

Council Report – CAO-2026-08

Date: April 22, 2026

IN CAMERA

Subject: Invested in our Future: Business Retention, Expansion & Investment Attraction Project - Rural Ontario Development (ROD) Program – Community Development

Author: Melanie Kirkby, CAO

OPEN SESSION

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2026-036, BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN THE RURAL ONTARIO DEVELOPMENT (ROD) FUNDING AGREEMENT WITH THE MINISTRY OF RURAL AFFAIRS FOR UP TO \$40,000 IN FUNDING FOR THE INVESTED IN OUR FUTURE: BUSINESS RETENTION, EXPANSION AND INVESTMENT ATTRACTION PROJECT;

AND FURTHER THAT THE TOWN'S CONTRIBUTION OF \$20,000 BE DRAWN FROM THE ECONOMIC DEVELOPMENT RESERVE, AS PRESENTED IN COUNCIL REPORT CAO-2026-08.

STRATEGIC PLAN COMMENTS:

Sector 6: Strategic Initiative #1 – Develop and promote Gananoque as a four-season Tourist destination that supports the local economy.

BACKGROUND:

The Town of Gananoque submitted a funding application to the Ontario Ministry of Rural Affairs – Rural Ontario Development (ROD) Funding, to develop and implement, Invested in our Future: Business Retention, Expansion & Investment Attraction. On February 20, 2026, the Town received notice from the Ministry of Rural Affairs that the application was approved for funding up to a maximum of \$40,000.

The ROD funding is a cost share agreement paying 50% of eligible costs. The Town's portion of \$20,000 would be drawn from the Economic Development Reserves.

INFORMATION/DISCUSSION:

Together the project partners (including partners with in-kind contributions – 1000 Islands Gananoque Chamber of Commerce, KEYS, and the Downtown Gananoque BIA) will develop a project that directly engage with local business owners and operators to better understand their needs, challenges, and future plans. Through in-depth interviews, confidential surveys, and conversations, this project will gather valuable insights from the Town of Gananoque's (the Town) business community and will help set priorities for projects and actions items required to address these needs.

Through this project we will create strategic framework that sets actionable goals, directs business retention, expansion, and investment attraction activities that will make the most impact in our business community. Timelines and assigned responsibilities will help to create a blueprint for achieving our goals.

Business retention, expansion, and investment attraction are essential drivers in building strong, healthy, and vibrant communities.

The Town of Gananoque Economic Development Department will hire a project coordinator that will work with the Town and partner organizations to help complete this project. It is our hope to utilize BRE&I resources that are made available through the Ministry of Rural Affairs.

Project Action Plan:

- Hire new Staff to help complete the Project x 1;
- Create Business support task force (Chamber, BIA etc) Research other BR&E and investment attraction plans;
- Provide training for Economic Development staff and task force Action #1 - Project Planning and Survey Development;
- Action #2 - Collect and Analyze;
- Action #3 - Develop Goals and Priorities Action #4 – Implementation;
- Action #5 - Develop Investment Attraction Plan, and;
- Complete Recommendations and Priority Actions & Share Results.

The Town will host a public meeting to communicate the results of the project to the broader community. This stage also includes ongoing monitoring and tracking of results.

APPLICABLE POLICY/LEGISLATION:

The Mayor and Clerk are the signing authorities for the Corporation.

FINANCIAL CONSIDERATIONS/GRANT OPPORTUNITIES:

Funding contributions are:

Sources of Funds	Amount
Rural Ontario Development (ROD) Funding	\$ 20,000.00
Town of Gananoque	\$ 20,000.00
TOTAL	\$ 40,000.00

The Town’s contribution of \$20,000 be drawn from the Economic Development Reserve.

All work must be completed, and claims made prior to March 15, 2028.

CONSULTATIONS:

Ministry of Rural Affairs; Amanda Trafford, Economic Development and Communications Officer; 1000 Islands Gananoque Chamber of Commerce, and; Keys Job Center

ATTACHMENTS:

Contribution Agreement

Draft By-law No. 2026-036

<p>APPROVAL</p>	<p>_____</p> <p>Melanie Kirkby, CAO</p> <p>Certifies that unless otherwise provided for in this report the funds are contained within the approved Budgets and that the financial transactions are in compliance with Council's own policies and guidelines and the <i>Municipal Act</i> and regulations.</p>
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CONTRIBUTION AGREEMENT
for the Rural Ontario Development Program – Community Development

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 Minister of Rural Affairs
(the "**Province**")
- and -
Corporation of the Town of Gananoque
(the "**Recipient**")

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" -	Project Financial Information
Schedule "E" -	Reports

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.

3.2 **Electronic Signatures.** The Parties accept that their respective electronic signatures, as defined in the *Electronic Commerce Act, 2000* (Ontario), bind them to the terms and conditions of this Agreement.

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 and agrees that:

- (a) it has read and understands the provisions contained in the entire Agreement;
- (b) it will be bound by the terms and conditions in the entire Agreement;
- (c) 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);
- (d) 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);
- (e) 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 *Broader Public Sector Accountability Act, 2010* (Ontario) and the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (f) the Province is not responsible for managing or carrying out the Project;
- (g) 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
- (h) 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 fiscal year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

- SIGNATURE PAGE FOLLOWS -

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

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by Minister of Rural Affairs**

Date

Name: Scott Duff
Title: Director, Rural Policy and Economic Development
Branch

Corporation of the Town of Gananoque

Date

Name: John S. Beddows / Penny Kelly
Title: Mayor / Clerk

I/We 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;
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive;
- (f) any reference to a statute includes all regulations made under that statute, as well as any amendments to the statute or its regulations from time to time. It also includes any successor legislation or regulations that replace or supersede them, unless this Agreement expressly states otherwise; and
- (g) all accounting terms shall be interpreted, and all calculations shall be made and all financial data to be submitted shall be prepared, in accordance with the accounting standards in Canada, as applicable to the Recipient when preparing such data.

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.

“**Arm’s Length**” has the meaning as set out in Schedule “C”.

“**Budget**” means the budget in Schedule “C”.

“**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.

“**Claim**” means a request for Funds in the manner outlined in Schedules “D” and “E”.

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

“**Eligible Costs**” has the meaning as set out in Schedule “C”.

“**Event of Default**” has the meaning ascribed to it in section A11.1.

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

“**Final Report**” means a final Report on the Project in the manner set out in Schedule “E”.

“**Funding Year**” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

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

“Holdback” has the meaning as set out in Schedule “D”.

“Incurred” in relation to costs, means when associated goods, services, or work have been fully delivered or completed, regardless of whether an invoice has been issued and when actual payment was made.

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

“Indigenous Communities” include First Nations, Métis, and Inuit communities or peoples of Canada.

“Ineligible Costs” has the meaning as set out in Schedule “C”.

“Maximum Funds” has the meaning as 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 A11.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A11.4.

“Ontario Builds sign” has the meaning ascribed to it in Schedule “B”.

“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.

“Program” means the Rural Ontario Development Program.

“Progress Report” means an interim Report on the Project in the manner set out in Schedule “E”.

“Project” means the undertaking described in Schedule “C”.

“Project Activities” has the meaning ascribed to it in Schedule “C”.

“Project Completion Date” means the date that the Recipient must complete its Project under this Agreement, as set out in Schedule “B”.

“Provincial Cost-Share Funding Percentage” has the meaning as set out in Schedule “B”.

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

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

“Requirements of Law” means all applicable requirements of law as may be set out in statutes, regulations, by-laws, codes, rules, ordinances, official plans, approvals, permits, licenses, authorizations, decrees, injunctions, orders and declarations, or any other similar instrument with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario); or any other type of broader public sector accountability legislative provisions, those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

“Term” means the term of the Agreement as defined in section A3.0.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- (a) it is, and will continue to be during the Term, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has not, and will not receive funding for this Project during the Term from any other ministry, agency, or organization of the Government of Ontario;
- (c) it has the financial resources necessary to carry out the Project and is not indebted to any person(s) to the extent that that indebtedness would undermine the Recipient's ability to complete the Project by the Project Completion Date;
- (d) it is in compliance with, and will continue to comply with, all Requirements of Law for the Term related to any aspect of the Project, the Funds, or both; and
- (e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in its application for Program funding, including information relating to eligibility requirements, was true and complete at the time the Recipient provided it and will continue to be true and complete during the Term.

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, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A2.5 Additional Covenants. The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) any changes that affect its representations, warranties and covenants under sections A2.1, A2.2 or A2.3 of this Agreement during the Term of the Agreement;
- (b) any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement; and
- (c) any change in ownership or ownership structure.

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 A10.0 or Article A11.0.

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, based on the Provincial Cost-Share Funding Percentage, for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with Schedule “D”, subject to the Recipient making claims for payment of Funds in accordance with Schedules “D” and “E”; and
- (c) provide funding as long as the total combined amount of provincial and federal assistance for the Eligible Costs actually Incurred and paid by the Recipient do not exceed ninety per cent (90%) of those costs; and
- (d) 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 A9.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province is not obligated to provide instalments of Funds until it has verified and approved the Recipient’s Claim and/or Final Report, as applicable; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs in 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) complete the Project by the Project Completion Date;
- (c) not use the Funds for Ineligible Costs;
- (d) use the Funds only for Eligible Costs that are:
 - (i) necessary for the purposes of carrying out the Project; and
 - (ii) directly related to the Project Activities set out in Schedule “C”;
- (e) 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.

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

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

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

A5.2 Disposal. The Recipient

- (a) will, where Ontario's contribution to the cost of a physical asset created or purchased using the Funds, exceeds twenty-five hundred dollars (\$2,500.00) at the time of purchase or creation of the asset, retain ownership of the physical asset for at least two (2) years from the Project Completion Date. Within this two (2) year period, the Recipient may ask for the Province's consent to transfer to a third party, or dispose of, such assets; and
- (b) will not, without the Province's prior written consent, lease or otherwise encumber assets referred to under section A5.2(a) for at least two (2) years from the Project Completion Date unless otherwise provided under this Agreement or as the Province directs in writing.

In the event the Recipient does not comply with section A5.2, the Province may recover the Funds provided to the Recipient for the assets referred to under section A5.2.

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) Provide any information that is requested by the Province as the Province directs and within the timeline set out in the direction;
- (b) 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 "E";
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (c) ensure that all Reports and other reports are:

- (i) completed to the satisfaction of the Province; and
- (ii) signed by an authorized signing officer of the Recipient.

A7.3 **Record Maintenance.** The Recipient will keep and maintain 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 **Disclosure.** To assist in respect of the rights set out under section A7.4, A7.5, and A7.6 of Schedule "A" of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

A7.8 **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.

A7.9 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 8.1 of the *Auditor General Act* (Ontario).

A8.0 INDEMNITY

- A8.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or willful misconduct of the Province.
- A8.2 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- A8.3 **Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- A8.4 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province, as the case may be, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- A8.5 **Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province, as the case may be, to the fullest extent possible in the proceedings and any related settlement negotiations.

A9.0 INSURANCE

- A9.1 **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.
- A9.2 **Proof of Insurance.** The Recipient will:
- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage required by section A9.1; or
 - (ii) other proof that confirms the insurance coverage required by section A9.1; 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.

A10.0 TERMINATION ON NOTICE

A10.1 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.

A10.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A10.1, the Province may take one or more of the following actions:

- (a) direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent;
- (b) cancel further instalments of Funds;
- (c) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (d) 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 A10.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A11.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A11.1 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(b)(ii); or
 - (iv) the Recipient fails to follow any directions that the Province provides under this Agreement.
- (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 an application is made for the appointment of a receiver, or any mediation or financial review process or other formal or informal process intended to restructure, settle, or compromise debts prior to insolvency proceedings is initiated;
- (d) the Recipient ceases to operate.

A11.2 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, even though the Project is partially completed; and
- (i) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A11.3 Opportunity to Remedy. If, pursuant to section A11.2(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.

A11.4 Recipient not Remediating. If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A11.2(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 A11.2(a), (c), (d), (e), (f), (g), (h), and (i).

A11.5 When Termination Effective. Termination under Article A11.0 will take effect as provided for in the Notice.

A12.0 FUNDS AT THE END OF A FUNDING YEAR

A12.1 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 that Funding Year as provided for in the Budget, the Province, at its sole and absolute discretion, may adjust the amount of any further instalments of Funds accordingly.

A13.0 REPAYMENT

A13.1 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.

A13.2 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.

A13.3 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.

A13.4 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".

A13.5 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.

A14.0 NOTICE

A14.1 Notice in Writing and Addressed. Notice will be:

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

A14.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; and
- (b) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A14.3 Postal Disruption. Despite section A14.2(a), in the event of a postal disruption:

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

A15.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A15.1 Consent. When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing that consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A16.0 SEVERABILITY OF PROVISIONS

A16.1 **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.

A17.0 WAIVER

A17.1 **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.

A17.2 **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. Where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide such a waiver.

A17.3 **Failure to Comply.** If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A14.0 of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. Where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide such a waiver.

A18.0 INDEPENDENT PARTIES

A18.1 **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.

A19.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A19.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A12.2 **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

A20.0 GOVERNING LAW

A20.1 **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.

A21.0 FURTHER ASSURANCES

A21.1 **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.

A22.0 JOINT AND SEVERAL LIABILITY

A22.1 **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.

A23.0 RIGHTS AND REMEDIES CUMULATIVE

A23.1 **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.

A23.2 **Joint Authorship of Agreement.** The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

A24.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A24.1 **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.

A25.0 SURVIVAL

A25.1 **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 Expiry Date or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), section A4.4, 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, section A10.2, section A11.1, sections A11.2(d), (e), (f), (g), (h), and (i), Article A12.0, Article A13.0, Article A14.0, Article A16.0, section A19.2, Article A20.0, Article A22.0, Article A23.0 and Article A25.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$20 000.00
Provincial Cost-Share Funding Percentage	50.00
Project Completion Date	March 15, 2027
Expiry Date	March 15, 2028
Insurance	\$2,000,000
Recipient's CRA Number	108126541

Contact information for the purposes of Notice to the Province and Submissions Of Reports and Publications For Approval.

All Reports and Project-related publications requiring approval under this Agreement shall be submitted to:

Name: Ontario Ministry of Rural Affairs
Address: Economic Development Funding Administration Branch
 3rd Floor NE, 1 Stone Road West
 Guelph, Ontario N1G 4Y2
Attention: Agriculture and Rural Programs Unit
Email: RODprogram@ontario.ca

or any other person so identified by the Province in writing.

Contact information for the purposes of Notice to the Recipient

Name: Amanda Trafford
Position: Economic Development and Communications Officer
Address: 30 King Street East
 Gananoque, Ontario K7G 1E9
Phone: 613-876-5362
Email: businesscoordinator@gananoque.ca

Contact information for the CAO, CFO or other senior financial representative of the Recipient organization – to respond as required to requests from the Province related to the Agreement

Name: Melanie Kirkby
Position: CAO
Address:
Phone:
Email: cao@gananoque.ca

ADDITIONAL PROVISIONS:**B1.0 COMMUNICATIONS**

B1.1 Acknowledgement and Support. Unless the Province directs the Recipient to do otherwise, the Recipient will:

- (a) submit all Project-related external or public facing publications, whether intended for written, oral or visual communications and including social media publications, to the Province's contact set out in Schedule "B" for approval at least ten (10) Business Days prior to their intended publication date;
- (b) acknowledge the support of the Province for the Project in the following manner: "This project was funded in part by the Ontario Ministry of Rural Affairs", or as otherwise directed; and
- (c) indicate in all of its Project-related publications, whether written, oral or visual, that any views expressed therein are the views of the Recipient and do not necessarily reflect those of the Province.

The Recipient's internal Project-related communications are not subject to the requirements in sections B1.1 (a), (b) and (c).

B1.2 Ontario Builds Signage Requirements. If the Recipient's Project includes minor capital work with a construction period of 90 days or more, or with a provincial contribution of \$250,000, the Recipient shall produce and display a sign ("**Ontario Builds sign**") at the Project site in accordance with the following rules:

- (a) The Province will provide the Recipient with digital templates, digital artwork, and any guidelines that the Recipient must use to create the Ontario Builds sign.
- (b) The Recipient must submit the Ontario Builds sign to the Province for review and approval prior to production and installation. Following approval by the Province, the Recipient must install the Ontario Builds sign in a timely manner.
- (c) The Recipient shall ensure that the Ontario Builds sign is present before construction work starts and throughout construction, unless directed otherwise by the Province in writing.
- (d) The Recipient shall ensure the Ontario Builds sign remains in place for at least 90 days following completion of construction and shall remove the sign within six months of completion of construction. The Recipient shall ensure that the Ontario Builds sign remains in a good state of repair until it is removed.
- (e) The Recipient must provide the Province with photographs of the Ontario Builds sign once it is on display.
- (f) The Province will monitor compliance with the requirements of this section, and may, at its discretion, advise the Recipient of issues and required adjustments. The Recipient shall promptly implement any adjustments required by the Province.
- (g) All expenses related to Ontario Builds signage, such as design, production, and installation are the responsibility of the Recipient and will be within the Recipient's Budget.

B1.3 Publication by the Province. The Recipient agrees that the Province may, in addition to any obligations the Province may have under the *Freedom of Information and Protection of Privacy Act* (Ontario), publicly release information related to this Agreement, including the name of the Project, name of the Recipient, amount of Funds provided by the Province, and the Project description and location, in hard copy or in electronic form, on the internet or otherwise.

B2.0 THIRD-PARTY CONTRACTS

B2.1 **Definition.** For the purposes of this Agreement, the term “Third-Party Contract” means an agreement between the Recipient and an Arm’s Length third-party whereby the third-party agrees to provide a good or service for the Project, in return for financial consideration, that may be claimed by the Recipient as an Eligible Cost.

B2.2 **Third-Party Contracts.** The Recipient will ensure that all Third-Party Contracts:

- (a) are consistent with this Agreement;
- (b) do not conflict with this Agreement;
- (c) incorporate the relevant provisions of this Agreement to the fullest extent possible; and
- (d) require that any parties to those Third-Party Contracts comply with all Requirements of Law.

B3.0 FUNDING

B3.1 **Province’s Role Limited to Providing Funds.** For greater clarity, the Province’s role under this Agreement is strictly limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project. Without limiting the generality of the foregoing, the fact that the Province may conduct reviews and/or audits of the Project as provided for in this Agreement, or issues directions, approves changes to the Project or imposes conditions upon an approval in accordance with the terms and conditions of this Agreement, will not be construed by the Recipient as the Province having a management, decision-making or advisory role in relation to the Project. The Recipient further agrees that the Recipient will not seek to include the Province as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

B3.2 **Funds are Part of a Social or Economic Program.** The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

B4.0 LIMITED TERMINATION OF AGREEMENT

B4.1 **Limited Termination of Agreement.** Without limiting the Province’s rights under this Agreement, if the Province exercises its right of termination pursuant to Articles A10.0 or A11.0 of this Agreement, the Province may limit such termination to one or more Project Activities set out under Schedule “C” of this Agreement without terminating this Agreement as a whole.

B4.2 **Impact of Limited Termination of The Agreement.** If the Province exercises its right under section B4.1 of this Agreement, the Province will adjust the Funds being provided under this Agreement to account for the limited termination and the remainder of the Agreement not terminated will remain in effect.

B5.0 INSOLVENCY

B5.1 **Notice of Recipient’s Insolvency.** The Recipient will:

- (a) provide the Province with Notice in writing to the address in this Schedule at least ten (10) Business Days prior to making an assignment, proposal, compromise or arrangement for the benefit of its creditors or initiation of any mediation or financial review process or other formal or informal process intended to restructure, settle, or compromise debts prior to insolvency proceedings, and will not incur any additional Eligible Costs for the Project under this Agreement without the Province’s prior written consent from the date the Notice is sent to the Province; and

- (b) provide the Province with Notice in writing to the address in this Schedule within ten (10) Business Days of a creditor providing the Recipient with a notice of an intent to enforce security or applying for an order adjudging the Recipient bankrupt or the appointment of a receiver, and will not incur any additional Eligible Costs under this Agreement without the prior approval of the Province from the date that the Recipient received notice of the creditor's action.

B6.0 DUTY TO CONSULT

- B6.1 Funding Dependent Upon Province Satisfying Any Duty to Consult Obligations.** The Recipient accepts that the provision of any Funds under this Agreement is strictly conditional upon the Province satisfying any obligations it may have to consult with and, if appropriate, accommodate Indigenous Communities where decisions or actions regarding the Project may adversely impact established or asserted Aboriginal or treaty rights.
- B6.2 Delegation.** The Recipient agrees that the Province may delegate to the Recipient any procedural aspect of any consultation obligations it may have with Indigenous Communities having established or asserted Aboriginal or treaty rights who may be adversely impacted by the Project. Such delegation may require the Recipient to undertake any of the following consultation activities, as directed by the Province:
- (a) providing notice of the Project to the Indigenous Communities identified by the Province;
 - (b) following up, as necessary, in an appropriate manner to ensure that the Indigenous Communities are aware of the opportunity to provide comments about the Project;
 - (c) answering questions from the Indigenous Communities about the Project to the extent of the Recipient's ability;
 - (d) providing the Indigenous Communities with reasonable opportunities to meet with appropriate representatives of the Recipient to discuss the Project;
 - (e) considering comments provided by the Indigenous Communities regarding the potential impact of the Project on Aboriginal or treaty rights, and any potential accommodation or mitigation measures as appropriate.
- B6.3 Report to Province.** Where the Province has delegated any of the procedural aspects of consultation on the Project to the Recipient, the Recipient will provide a report to the Province, within the timeframe directed by the Province acting reasonably, that includes:
- (a) a list of all Indigenous Communities notified by the Recipient of the Project;
 - (b) a summary of all communications between the Recipient and the Indigenous Communities regarding the Project;
 - (c) a summary of all comments or concerns that the Indigenous Communities have provided with respect to the Project;
 - (d) any other information that the Province may deem appropriate.
- B6.4 Direction from Province.** The Recipient agrees to comply with any direction from the Province with respect to the Project, including by prospectively suspending, altering or terminating the Project.

B6.5 Termination of Agreement. The Recipient accepts that the Province may, without any liability, penalty or cost, terminate this Agreement in accordance with section A10.1 of Schedule "A" in the event that the Province determines that it is unable to satisfy any obligations it may have to consult with and, if appropriate, accommodate any Indigenous Communities whose established or asserted Aboriginal or treaty rights may be adversely impacted by the Project. Where the Province terminates this Agreement pursuant to this section, the Province will have the rights set out under section A10.2 of Schedule "A".

B7.0 NO CHANGES TO PROJECT

B7.1 No Changes. The Recipient will not make any changes to the Project, including to the Project Completion Date, without an amending agreement executed by both Parties.

B7.2 Extension of Project Completion Date by Consent. Despite section B7.1, the Project Completion Date may be extended provided that:

- (a) the extension is for a reasonable period and a satisfactory rationale is provided by the Recipient;
- (b) the new Project Completion Date is at least 6 months prior to the Expiry Date;
- (c) the request by the Recipient is made to the Province in writing to the address in this Schedule;
- (d) the Province provides its approval in writing; and
- (e) the Recipient complies with any conditions that the Province imposes as part of its approval.

Any extension of the Project Completion Date shall be at the sole and absolute discretion of the Province. The Recipient acknowledges and agrees that no extension is guaranteed or implied, and that the Province is under no obligation to grant any such extension. The Recipient shall plan and perform all obligations under this Agreement with the objective of meeting the Project Completion Date as initially agreed to by the Parties.

B8.0 PAYMENT OF FUNDS

B8.1 No Payment of Funds until Claims are Approved. The Province will provide the Funds to the Recipient for Eligible Costs upon receipt of proof of the expense and compliance with the other requirements set out in Schedule "D".

B8.2 No Provincial Payment of Interest. The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient.

B8.3 Maximum Funds. The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

B9.0 SURVIVAL

B9.1 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 Expiry Date or termination of the Agreement: Article B1.0, Article B2.0, section B4.2, section B6.5, Article B8.0, and Article B9.0.

**SCHEDULE “C”
PROJECT**

C1.0 PROJECT NAME

Invested in our Future: Business Retention, Expansion & Investment Attraction Project

C2.0 PROJECT TYPE

Community Development, Economic Diversification and Competitiveness

C3.0 PROJECT OBJECTIVE

The Town of Gananoque will receive up to \$20,000 to complete a Business retention, expansion and investment study by engaging with businesses to better understand needs and challenges, and will develop a plan to implement economic development activities to support the business community.

C4.0 PROJECT ACTIVITIES

C4.1 Project Activities Eligible for Funding. The following activities form the Project and are eligible for funding by the Province in accordance with Schedule “D” (the “Project Activities”):

1. Project coordination to develop planning documents for the Town of Gananoque BR+EI plan
2. Develop surveys for the Town of Gananoque BR+EI plan
3. Engage with businesses to conduct surveys and analyze results for the Town of Gananoque BR+EI plan
4. Develop business expansion and retention and investment attraction plan for the Town of Gananoque
5. Complete recommendations and priority actions from the Town of Gananoque BR+EI plan and share results

C4.2 Use of Funds. The Recipient is required to use the Funds exclusively for the Eligible Costs that are directly necessary to carry out the Project Activities. Funds must not be used for any activities, services, or purchases that fall outside the scope of the Project Activities. Any expenses that cannot be clearly linked to the Project Activities may be deemed ineligible by the Province in its sole discretion. Only a portion of the Eligible Costs, up to the Maximum Funds, will be funded by the Province, as further set out in Schedule “D”.

C4.3 Completion of Project Activities. All Project Activities shall be fully completed by the Project Completion Date set out in Schedule “B”.

The Province shall determine, in its sole discretion, whether the Project Activities have been completed. In making this determination, the Province may consider whether, in the Province’s opinion, the Project Objective set out in Article C3.0 has been met.

Failure to complete all Project Activities by the Project Completion Date may result in the Project being deemed incomplete. This could lead to the Province exercising its rights of termination pursuant to Article A10.0 of this Agreement, and may affect reimbursement of Claims in respect of the Project or future participation in related provincial programs.

C5.0 ELIGIBLE COSTS

C5.1 “Eligible Costs” means the costs paid by the Recipient that are:

- (a) Incurred by the Recipient in the Province of Ontario between the Effective Date and the Project Completion Date;
- (b) paid by the Recipient to an Arm’s Length third party;
- (c) in the opinion of the Province, reasonable and necessary for carrying out the Project Activities listed in Article C4.0 and properly and reasonably Incurred;
- (d) limited to the eligible cost items set out in section C5.2; and

- (e) if related to travel or meals, consistent with the requirements for travel and meal costs set out in section C7.1 of this Agreement.

C5.2 Eligible Cost Items. For the purposes of subsection C5.1(d), the eligible cost items for the Project are as follows:

New Hires	Wages and MERCs for project coordinator (new hire to work 100% of their time on project activities)
Professional Fees	Third-party consultant to conduct training for staff and volunteers who are surveying business community
Technology Costs	Technology equipment costs for project coordinator (iPad or laptop for project coordinator to conduct surveys offsite). Website updates to allow for on-line surveys and data collection.
Events/Marketing and Promotion Costs	Costs for venue rentals, design and development of marketing materials, and advertising for public events for BR+E data collection and plan development.
Workshop/ Materials/ Training/ Speakers	Training-related materials for workshops created for businesses based on survey results, including speaker fees and venue rentals

C5.3 Incurring Eligible Costs. The Recipient shall Incur the portion of Eligible Costs that are funded by the Province, as outlined Schedule “D,” in accordance with the following Budget. Notwithstanding sections 4.1 and B7.1, the Budget is intended as a guideline, and adjustments may be made to the Budget without an amending agreement. Adjustments to the Budget that result in changes to the total amount of Funds Incurred by the Recipient in a particular Funding Year shall require the Province’s approval in writing.

The Recipient acknowledges that, notwithstanding the provisional nature of the Budget, it remains bound by the terms of this Agreement and shall make all reasonable efforts to comply with the Budget as set out below, or any revised version thereof as approved by the Province.

PROJECT BUDGET						
FUNDING YEAR	QUARTER 1 (APR.-JUN.)	QUARTER 2 (JUL.-SEP.)	QUARTER 3 (OCT.-DEC.)	QUARTER 4 (JAN.-MAR.)	Maximum Total Eligible Costs per Fiscal Year	Maximum ROD Program Contribution
2025-26	\$0.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00	\$7,500.00
2026-27	\$0.00	\$0.00	\$0.00	\$15,000.00	\$25,000.00	\$12,500.00

C6.0 INELIGIBLE COSTS

C6.1 Ineligible Costs. Ineligible Costs are any costs that do not meet the requirements for Eligible Costs in Article C5.0 of this Agreement or were not approved by the Province in writing before the Recipient Incurred the costs. Ineligible Costs include but are not limited to:

- (a) costs to apply to the Program;
- (b) any cost Incurred prior to the Effective Date or after the Project Completion Date;
- (c) costs related to normal business practices such as but not limited to insurance and taxes, meetings not directly related to the Project, office space, utilities, regular or deferred maintenance, office supplies, stationary, business cards, phones, internet and networks not for exclusive use within the Project, and uniforms;
- (d) costs to obtain goods, services or both, where those goods, services or both were not obtained from an entity operating at Arm’s Length from the Recipient;
- (e) any in-kind costs;

- (f) any cost that will be funded or reimbursed through any other agreement with any third party other than other ministries, agencies and organizations of the Government of Ontario;
- (g) any cost associated with providing any Reports to the Province pursuant to Schedule “E” or any other information or reports requested by the Province pursuant to section A7.2; and
- (h) any cost associated with lobbying the Province, including other ministries, agencies and organizations of the Government of Ontario.

C7.0 TRAVEL AND MEAL COSTS

C7.1 Travel and Meal Costs. In order to be considered Eligible Costs, travel and meal costs must be:

- (a) identified in Article C5.0 of this Agreement;
- (b) aligned with the most current Travel, Meal and Hospitality Expenses Directive, a copy of which will be provided to the Recipient by the Province upon request.

C8.0 ARM’S LENGTH

C8.1 Arm’s Length. For the purposes of this Agreement, the term “Arm’s Length” shall have the same meaning as determined under the *Income Tax Act* (Canada) as it read on the Effective Date of this Agreement. For greater certainty, any ambiguity in the interpretation or application of this term shall be resolved by the Province, in its sole discretion.

C9.0 PROJECT OUTCOMES AND PERFORMANCE MEASURES

C9.1 Project Outcomes and Performance Measures. The following project outcomes and performance measures were identified in the Recipient’s application for Program funding as being reasonably attributable to the Project Activities. The Final Report (as outlined in Schedule “E”) must include details on the results of these outcomes and performance measures.

ROD Program Outcome	Performance Measure	Target
Businesses attracted, retained and expanded	number of businesses retained and expanded	15
Investment attracted or retained	attraction and retention of new businesses	5
Jobs attracted or retained	jobs created and maintained	25

**SCHEDULE “D”
PROJECT FINANCIAL INFORMATION**

The Recipient shall use the Funds exclusively for Eligible Costs that are directly necessary to carry out the Project Activities as outlined in Schedule “C”. Only a portion of the total Eligible Costs will be funded by the Province, in accordance with the Provincial Cost-Share Funding Percentage specified in Schedule “B,” which represents the share of Eligible Costs that the Province will contribute toward the Project.

Schedule “D” sets out the detailed breakdown of funding amounts for the Project and the Recipient’s verification obligations required to support disbursement of the Funds. All payments are subject to the Province’s review and approval of submitted documentation confirming that costs are eligible and properly Incurred and paid.

D1.0 FUNDING INFORMATION

D1.1 Funding Amount. The total amount of Funds provided under this Agreement shall be calculated as a percentage of the Eligible Costs, as outlined in Schedule "C," up to the Maximum Funds as set out in Schedule "B".

This percentage is referred to as the Provincial Cost-Share Funding Percentage, which represents the portion of Eligible Costs, up to the Maximum Funds, that the Province will contribute toward the Project. The specific Provincial Cost-Share Funding Percentage applicable to this Project is set out in Schedule "B".

The Recipient shall be responsible for covering the remaining portion of the Eligible Costs not funded by the Province.

D2.0 CLAIMS AND VERIFICATION

D2.1 Condition Precedent to Funding. The Province shall have no obligation to provide any disbursement of the Funds to the Recipient until the following:

- (a) the Recipient has provided a Claim and/or a Final Report, as applicable, in accordance with Schedule "E";
- (b) the Recipient has provided satisfactory supporting documentation as outlined in this Schedule, in a form and substance satisfactory to the Province, including:
 - (i) copies of invoices or such other documentation evidencing costs Incurred and paid relating to the Eligible Costs claimed in the submitted Claims;
 - (ii) any other information, including accounts, data, and projections, as the Province may request from time to time; and
- (c) the Province has verified and approved the Claim and/or Final Report, in writing.

D2.2 Submission of Claims. The Recipient shall submit Claims for reimbursement only after Eligible Costs are Incurred and paid in full. Each Claim must include:

- (a) a detailed invoice or financial statement outlining the Incurred costs;
- (b) proof of payment (e.g., receipts, bank statements, cleared cheques);
- (c) a description of the goods or services procured; and
- (d) confirmation that the costs comply with the requirements in Schedule "C".

D2.3 Supporting Documentation. All Claims must be accompanied by supporting documentation satisfactory to the Province, which may include but is not limited to:

- (a) supporting documentation as described in section D2.1(b);
- (b) contracts, purchase orders, or service agreements;
- (c) timesheets or payroll records (if applicable); and
- (d) photographic or other evidence of deliverables or milestones achieved.

Proof of payment must set out in detail:

- (a) who paid for the goods, services, or both and the relationship with the Recipient;
- (b) who received the payment;
- (c) the good, services or both that were provided; and
- (d) the date of payment.

D2.4 **Verification.** All Funds are provided by the Province on a reimbursement-basis. No payments shall be made until the Province has verified proof of payment, subject to the Holdback Payment as detailed below.

The Recipient must submit appropriate documentation demonstrating that Eligible Costs have been Incurred and paid in accordance with the terms of this Agreement. No payment shall be made unless the Province is satisfied that the submitted costs are Eligible Costs and properly supported.

D2.5 **Consequences of Incomplete or Unsatisfactory Claims.** If a Claim is found to be incomplete, inaccurate, or unsupported:

- (a) the Province may reject the Claim in whole or in part;
- (b) the Recipient may be required to resubmit the Claim with additional documentation; and
- (c) repeated submission of unsatisfactory Claims may result in suspension or termination of funding.

D3.0 **HOLDBACK**

D3.1 **Limitation on Payment of Funds.** Despite section A4.1, the Province shall hold back a portion of the Funds payable to the Recipient equal to 10 percent of the Maximum Funds ("**Holdback**"), to be released to the Recipient only after all of the following have occurred:

- (a) receipt and approval by the Province of the Final Report required pursuant to Schedule "E";
- (b) receipt by the Province of the final Claim for the Project in accordance with Schedule "E";
and
- (c) confirmation from the Recipient that the Project has been completed in accordance with the terms of this Agreement.

D3.2 **No Interest.** The Province is not obligated to pay interest on the Holdback as described in D4.1 or any other payments under this Agreement.

SCHEDULE "E" REPORTS

CLAIMS

E1.1 **Claim Submission Requirements.** The Recipient shall submit Claims electronically using the Province's claims portal, as outlined in the instructions provided to the Recipient by the Province at the time of Project approval.

E1.2 The Recipient shall submit a minimum of one Claim each Funding Year (which begins April 1 and ends March 31). No Claim will be required to be submitted during the first Funding Year from the Effective Date to March 31, 2026.

E1.3 The Province may waive any Claim requirement at its sole and absolute discretion.

E1.4 The Recipient shall submit Claims to the Province as set out in the following table:

Name of Claim		Reporting Period*	Due Date
(a)	2026-27 Claim(s)	Covering the period from the Effective Date to March 1, 2027.	A minimum of one Claim must be submitted in Funding Year 2026-27 for Eligible Costs Incurred no later than March 1, 2027.
(b)	Final Claim	Up to the Project Completion Date.	The final claim is to be completed and submitted to the Province within three (3) months following the Project Completion Date.

* Expenses incurred between March 1 and March 31 are part of the subsequent year's claim.

REPORTS

E1.5 **Reporting Requirements.** For Projects lasting more than 12 months, the Recipient shall submit a minimum of one Progress Report each Funding Year (April 1 to March 31), unless the Project Completion Date falls within that particular Funding Year. No Progress Report will be required for the first Funding Year from the Effective Date to March 31, 2026.

E1.6 The Province may waive any reporting requirement at its sole and absolute discretion.

E1.7 A Progress Report shall contain, at a minimum, the following details:

- (a) information on Eligible Costs Incurred to date;
- (b) progress on Project Activities; and
- (c) information on any significant risks or impediments to the successful completion of the project on or before the Project Completion Date.

E1.8 Reports shall be provided as set out in the following table. Reports are not considered delivered until reviewed and approved by the Province:

Name of Report		Due Date
(a)	2026-2027 Progress Report	A minimum of one Progress Report must be submitted in Funding Year 2026-27, no later than March 1, 2027.
(b)	Final Report	The Final Report is to be completed and submitted to the Province on or before: Project Completion + 4 months A copy of the Final Report Template will be provided to the Recipient upon request. Receipt and approval of the Final Report by the Province is one of the conditions required for the release of the Holdback to the Recipient.
(c)	Other Reports Any other Report regarding the Project or evidence of project completion that the Province requests.	As directed by the Province.

THE CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2026-036

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN THE RURAL ONTARIO DEVELOPMENT (ROD) FUNDING AGREEMENT WITH THE MINISTRY OF RURAL AFFAIRS

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 CAO-2026-08 and concurred with the recommendation to authorize the Mayor and Clerk to sign the Rural Ontario Development (ROD) Funding Agreement with the Ministry of Rural Affairs for up to \$40,000, for the “Invested in Our Future: Business Retention, Expansion and Investment Attraction Project, and further that the Town’s contribution of \$20,000 be drawn from the Economic Development Reserve;

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 the Rural Ontario Development (ROD) Funding Agreement with the Ministry of Rural Affairs for up to \$40,000, for the “Invested in Our Future: Business Retention, Expansion and Investment Attraction Project, and further that the Town’s contribution of \$20,000 be drawn from the Economic Development Reserve.
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 22nd day of April 2026.

John S. Beddows, Mayor

Penny Kelly, Clerk

(Seal)

Council Report – RDS-2026–09

Date: April 22, 2026 **IN CAMERA**

Subject: Award of Contract – Black Snappers Bridge Repairs & Maintenance

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. 2026-035, BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN AGREEMENT WITH WILLIS KERR CONTRACTING LTD., FOR THE REPAIRS AND MAINTENANCE OF THE BLACK SNAPPERS BRIDGE, TO AN UPSET LIMIT OF \$98,479.00 (EXCLUDING THE TOWN'S SHARE OF HST), AS PRESCRIBED IN RFT RDS-2026-02, AND OUTLINED IN THEIR TENDER SUBMISSION RECEIVED ON APRIL 9, 2026 AND AS PRESENTED IN REPORT COUNCIL-RDS-2026-09.

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:

Black Snappers Bridge is a pony truss structure that was constructed around 1924. It served as a train bridge through most of its life and has been a major thoroughway of the pedestrian trail system connecting the north end of Gananoque to the rest of the United Counties of Leeds & Grenville. The last major maintenance and renovation project was undertaken in 2022 for some much-needed granular placement and erosion control, removing and replacing the timber running boards and the timber floor beams, and installing a new chain link fence for health and safety at the approaches on both sides of the bridge.

INFORMATION/DISCUSSION:

Public Works staff released RFT-RDS-2026-02 on March 18, 2026, and subsequently closed on April 9, 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
Willis Kerr Contracting Ltd.	\$98,479.00	Y
Strong Bros. General Contracting Ltd.	\$99,700.40	Y
Ross & Anglin Limited	\$109,322.00	Y
O.D.S. Marine Ltd.	\$110,364.40	Y

The scope of work for this project entails concrete surface repairs of the wingwalls and abutments, concrete crack repair, efflorescence removal, graffiti removal, a protective surface coating of the concrete repairs, and reinforcing some of the exposed steel on the south east wingwall.

APPLICABLE POLICY/LEGISLATION:

Procurement By-law No. 2025-089
 By-law No. 2026-001 – 2026 10-Year Capital and Operating Budget
 O. Reg. 472/10 Standards for Bridges

FINANCIAL CONSIDERATIONS/GRANT OPPORTUNITIES:

This project was outlined in the 2025 approved capital budget and \$100,000 is carried forward into 2026 in the Work In Progress (WIP) account. Staff are recommending awarding this project to Willis Kerr Contracting Ltd. While the next closest bid was merely \$1,221.40 less than the supported recommendation, Willis Kerr Contracting Ltd. completed the successful repair and maintenance work on the Black Snappers Bridge in 2022 without any concern. They are familiar with the structure, the required work, and have a very positive working relationship wit the town.

There were not any grants received for this project, however staff continue to seek and apply for funding opportunities for work of this nature. Town staff were unsuccessful in a similar grant application for proposed work required on the Rail to Trail Bridge in early 2025. The scope of work for that grant application did not apply to the required repairs on the Black Snappers Bridge.

CONSULTATIONS:

Charles Fromentin, Public Works Technologist

ATTACHMENTS:

Memo of Recommendation – PW Technologist
 Draft By-law No. 2026-035

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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Memo

To: David Armstrong
Public Works Manager

From: Charles Fromentin, C. Tech
Public Works Technologist

Date: April 10, 2026

Re: Recommendation to Award Tender RDS-2026-02 – Black Snapper Bridge Rehabilitation

Summary

This memo provides a recommendation to award Tender RDS-2026-02 for the Black Snapper Bridge Rehabilitation project.

Background

The Town of Gananoque issued Tender RDS-2026-02 for rehabilitation works to the Black Snapper Bridge, with submissions received through Biddingo in accordance with the Town's Procurement of Goods and Services Policy and the Tender Documents.

Submissions and Evaluation

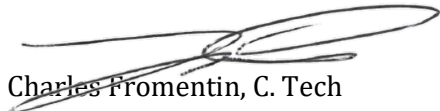
Four (4) submissions were received and reviewed for compliance with the Tender requirements, including completeness of submission, pricing structure, and relevant experience.

- Willis Kerr Contracting Ltd. submitted a complete and compliant Tender, including a fully completed Bid Form, appropriate unit pricing, and strong relevant experience. The required Bid Bond and agreement documentation have been received. Total Tender Price (excluding HST): \$98,479.00.
- Strong Bros submitted a complete and well-structured Tender with strong relevant experience and competitive pricing. Total Tender Price (excluding HST): \$99,700.40.
- Ross & Anglin Limited submitted a complete and compliant Tender, including a valid Bid Bond. However, the submission is higher in cost and includes front-loaded pricing. Total Tender Price (excluding HST): \$109,322.00.
- O.D.S. Marine Ltd. submitted a complete and compliant Tender; however, the submission is the highest in cost. Total Tender Price (excluding HST): \$110,364.40.

Based on the above, Willis Kerr Contracting Ltd. is the lowest compliant bidder and represents the best value to the Town.

Recommendation

Staff recommend awarding Tender RDS-2026-02 to Willis Kerr Contracting Ltd. in the amount of \$98,479.00 (excluding HST), as the submission meets all Tender requirements and represents the best value to the Town.



Charles Fromentin, C. Tech
Public Works Technologist
pwtech@gananoque.ca
613.382.2149 ext. 1623

THE CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2026-035

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN AGREEMENT WITH WILLIS KERR CONTRACTING LTD., FOR THE REPAIRS AND MAINTENANCE OF THE BLACK SNAPPERS BRIDGE

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-2026-09 and concurred with the recommendation to authorize the Mayor and Clerk to sign an Agreement with Willis Kerr Contracting Ltd., for the repairs and maintenance of the Black Snappers Bridge, to an upset limit of \$98,479.00 (excluding the Town's share of HST), as prescribed in RFT RDS-2026-02, and outlined in their Tender submission received on April 9, 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 Willis Kerr Contracting Ltd., for the repairs and maintenance of the Black Snappers Bridge, to an upset limit of \$98,479.00 (excluding the Town's share of HST), as prescribed in RFT RDS-2026-02, and outlined in their Tender submission received on April 9, 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 22nd day of April 2026.

John S. Beddows, Mayor

Penny Kelly, Clerk

(Seal)

From: Marian Burdsall

Sent: April 8, 2026 5:37 PM

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

Cc: Marian Burdsall

Subject: Time to revisit the animal control by-law to include cats

Mayor and Members of Council

As I was sitting at my computer looking out the window, I witnessed one of the four marauding neighbourhood cats defecating in another neighbour's front garden. That neighbour does not have a cat.

It's time to curb all domestic pets.

Cats are an invasive species and are responsible for killing a median **60 million** birds a year according to a University of Guelph study from 2025. That doesn't include moles, voles, mice, butterflies, squirrels or other innocent animals that are slaughtered.

For the good of our natural environment, it's time to update the animal control by-law to include cats.

Regards

Marian

PS I agree to having this email message included as council meeting correspondence.

Marian Burdsall
140 Oak Street

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Marian Burdsall

 Southeast Public Health
Media release

For immediate release
March 25, 2026

Board of Health update for March 2026

The Southeast Public Health (SEPH) Board of Health met today in Kingston for their regular monthly meeting. The [agenda package](#) is available online.

Funding projections update

Dr. Piotr Oglaza, Medical Officer of Health and CEO, provided an update on the financial projections to 2030, based on the approved 2026 budget. He noted that while the Ministry of Health's unprecedented one-time voluntary merger funding has been beneficial for the agency; allowing mortgages to be paid off, investments in technology and staff skills upgrades, and assisting municipalities to offset costs incurred due to levy harmonization; financial prudence is still required.

Even when taking into account the additional funding from the harmonization of municipal levies, population growth and inflation are outpacing provincial funding by three to four percent each year. This amounts to an annual deficit for the health unit of approximately \$1.3M, or a little over two percent of the annual budget.

In order for SEPH to deliver public health services mandated by the province within a sustainable and balanced budget, further operational efficiencies will need to be considered. The Board will be providing strategic direction on how to achieve this, through its strategic plan which is being developed this year.

Merger update

The Board received a memo outlining the significant merger work underway, including, but not limited to:

- Work on the SEPH website, which is on track to launch publicly on March 31.
- Installation of the rebranded reception area signage in Kingston and Belleville.
- Harmonization of medical directives and work to update clinical service policies.
- Overseeing the implementation of the new electronic medical records (EMR) system. The EMR supports data reporting, secure storage of personal health information, and an integrated solution for client referrals and bookings.

The next meeting of the Board of Health is April 22, 2026.

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Media contact:

Communications@SoutheastPH.ca

From: Katherine Peel
Sent: April 10, 2026 9:50 AM
To: Katherine Peel
Cc: Rights-of-way Habitat Management
Subject: New CWF Conservation Awards

Hi everyone,

I hope you're doing well and enjoying the spring weather that is slowly arriving!

I wanted to bring your attention to the Canadian Wildlife Federation's revamped [True North Wildlife Conservation Awards](#). There are 6 new categories:

- Canadian Conservation Leadership Award (our most prestigious award)
- Canadian Conservation Innovation Award
- Canadian Nature-based Education Champion Award
- Canadian Youth for Wildlife Conservation Award
- Canadian Wild Media Impact Award
- Canadian Wildlife Impact Award

Also new is a \$1,000 grant awarded to each award recipient to continue their work in conservation. I have attached the brochures in English and in French for more information. To nominate a person, group, or partnership, visit:

www.CanadianWildlifeFederation.ca/Awards.

Please feel free to share with anyone who may be interested.

Thanks! Have a great weekend.

Katherine Peel

Eastern Ontario Rights-of-Way Habitat Coordinator

CANADIAN WILDLIFE FEDERATION  FÉDÉRATION CANADIENNE DE LA FAUNE

350, promenade Michael Cowpland Drive, Kanata, ON K2M 2W1
1.877.599.5777 x EXT | 613.599.9594

CanadianWildlifeFederation.ca | Federationcanadiennedelafaune.ca



National Wildlife Week is April 5 - 11, 2026

Join us as we experience nature with every sense.

[Participate](#)

The Canadian Wildlife Federation True North Wildlife Conservation Awards

NOW
ACCEPTING
NOMINATIONS



The Canadian Wildlife Federation's True North Wildlife Conservation Awards shine a spotlight on Canada's heroes of the natural world — the remarkable individuals, teams and organizations across Canada who dedicate themselves to conserving wildlife and their habitats. Recognizing these conservation champions is more than a symbolic gesture, it highlights the vital work being done to preserve biodiversity, safeguard ecosystems and ensure a sustainable future for all species.

The CWF True North Wildlife Conservation Awards include six distinct categories. If you are interested in submitting a nomination, please read each award description carefully at CanadianWildlifeFederation.ca/Awards, then submit your nomination referencing the category you feel best aligns with the conservation work being done by the nominee.



THE TRUE NORTH WILDLIFE CONSERVATION CATEGORIES:

- Canadian Conservation Leadership Award
- Canadian Conservation Innovation Award
- Canadian Nature-based Education Champion Award
- Canadian Youth for Wildlife Conservation Award
- Canadian Wild Media Impact Award
- Canadian Wildlife Impact Award

RECIPIENTS OF A CWF TRUE NORTH WILDLIFE CONSERVATION AWARD WILL RECEIVE:

- A CWF True North Wildlife Conservation Award
- \$1,000 contribution to support the recipient's ongoing conservation work
- An invitation to be acknowledged at a CWF gala event in Ottawa on October 23, 2026
- A profile of their work published in both *Canadian Wildlife* (English) and *Biosphère* (French) magazines

Nominations will be accepted online until May 15 2026.
Learn more. Visit CanadianWildlifeFederation.ca/Awards



MEDIA RELEASE

FOR IMMEDIATE RELEASE

April 9, 2026

Further Update on the G. Tackaberry and Family Long-Term Care Home in Athens

The United Counties of Leeds and Grenville is providing an updated status on the G. Tackaberry and Family Long-Term Care Home following a report presented to Committee of the Whole on April 3, 2026.

Although construction of the home is mostly complete and staff have been working inside the building since November 2025, the home is not yet open to residents. Some final construction items need to be completed, and the home must receive provincial approval before residents can move in.

During construction, several improvements were added to better support residents, staff, and daily operations. These improvements included safety and accessibility upgrades, along with changes to room layouts and equipment. While these updates will benefit residents in the long term, they require extra design and construction work and added time to the project.


Staff have been working closely with the Ministry of Long-Term Care to complete the required licensing and approval process. This process includes detailed reviews, safety checks, and inspections. The Ministry requires a full, unconditional building occupancy permit before final inspections can take place. Once that permit is issued, Ministry staff will complete both virtual and in-person inspections of the home. Work continues daily with contractors, consultants, and the Ministry to complete all remaining requirements as soon as possible. Provincial approval is now expected later this spring, followed by a carefully planned, phased move-in process to ensure residents transition safely and smoothly.

The United Counties of Leeds and Grenville remain committed to opening the G. Tackaberry and Family Long-Term Care Home as soon as all approvals are in place and will continue to share updates as new information becomes available.

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Media inquiries:

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

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