



SPECIAL COUNCIL MEETING AGENDA
Held on Thursday, July 24, 2025, at 1:00 PM
Teleconference and Virtual ONLY

Teleconference Toll Free Number – 1-833-311-4101
Access Code: 2866 343 6022

Video Conference Link: [Click Here](#)
Access Code: 2866 343 6022

1.	Call Meeting to Order
2.	Disclosure of Pecuniary Interest & General Nature Thereof
3.	Public Questions/Comments
4.	Staff Report
	Brenda Guy, Manager of Planning and Development
	Council-PD-2025-12 – Transportation Services to Larger Cities – FlixBus Proposal
5.	Questions from the Media
6.	Confirmation By-law
	By-law No. 2025-068 – Confirm the proceedings of Council for the Special Meeting held on Thursday, July 24, 2025 (3 Readings)
7.	Next Meeting: Regular Council – Tuesday, August 12, 2025 at 5:00 PM
8.	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.

Council Report – PD-2025-12

Date: July 24, 2025

☐ **IN CAMERA**

Subject: Transportation Services to Larger Cities – FlixBus Proposal

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

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2025-066, BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN AGREEMENT WITH FLIX NORTH AMERICA INC., FOR THE PURPOSES OF PROVIDING A PASSENGER BUS LOADING/UNLOADING STOP FOR TRANSPORTATION SERVICES BETWEEN THE OTTAWA TO TORONTO CORRIDOR, AS PRESENTED IN COUNCIL REPORT PD-2025-12.

RECOMMENDATION:

BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF GANANOQUE PASS BY-LAW NO. 2025-067, BEING A BY-LAW TO AMEND THE TRAFFIC AND PARKING BY-LAW NO. 2015-070, SCHEDULE VI, LOADING ZONES / PASSENGER BUS PARKING / TOW AWAY / FIRE ROUTE SECTION 23-24, TO INCLUDE A PASSENGER BUS LOADING/UNLOADING AREA ADJACENT TO 30 KING STREET EAST ON, AS PRESENTED IN COUNCIL REPORT PD-2025-12.

STRATEGIC PLAN COMMENTS:

Sector #2: Environment and Infrastructure – Strategic Initiative #1 – Investigate the Feasibility of a Transit System.

BACKGROUND:

The Town has been approached by a private company offering transit services to larger populated areas. The service currently has routes operating the Ottawa – Toronto corridor including stops at various Highway 401 points such as Kingston, Belleville, Cobourg. The proposal is not a transit system within the limits of Gananoque.

The company wishes to include Gananoque with four stops/five days a week. Two (2) stops running east and two (2) stops running west Thursdays to Mondays. This will be a pilot project operating for a period of six (6) months (July 31, 2025 – January 14, 2026) with a possible extension.

The proposal before Council is a private business seeking to utilize an area within the municipal road allowance of King Street East.

INFORMATION/DISCUSSION:

Private businesses generally come forward with applications through the Planning and Development Department as the businesses operate on private property. They would generally seek approvals from Planning Advisory Committee or Council. The proposal is similar to the outdoor patio policies where the business is operating (loading and unloading) from a specific site within the Town's road allowance.

Consideration in this area is not the removal of any parking spaces as the area in front of Town Hall is currently a no parking area. The area is approximately 53' in length and would have the similar width of parking spaces being 10'.

The proposal is coming forward for Council's to consider entering into an agreement with FlixBus and if approved, to designate the bus loading/unloading in the Traffic and Parking By-law No. 2015-070.

The area shown below, in front of Town Hall, is being proposed as the bus stop.



Proposed Area of Bus Passenger Loading/Unloading

FlixBus is proposing the following to residents/visitors of Gananoque:

Routes will leave Ottawa VIA rail station and arrive in Toronto at either Union Station or Pearson Airport. Similarly, departures from Toronto at Union Station or Pearson arriving in Ottawa. A total of four (4) stops daily will occur in Gananoque – 2 going east, 2 going west. The bus will stop in Gananoque regardless of booked tickets which allows an opportunity to “wave the flag” that the service is in Gananoque. The stop may change to more of an on-demand in the off-seasons. Tickets may be purchased up to 30 minutes before a stop using the website or via QR code signage that will be erected on the existing poles in this location.

Utilizing Kingston as an example, residents/visitors may book for travel from Gananoque to Kingston or vice versa. The Kingston stop is located at 275 Wellington Street in the downtown core near the Leon's Centre. This provides an option to residents/visitors who would like to be in Kingston for a day or require a one-way option.

Below is an example of the proposed time schedule:

Leaving:	Arriving in Gananoque:	Arriving:
Ottawa – VIA Rail	0850h-0855h	Toronto Pearson

Operating: Monday, Tuesday, Friday, Saturday, Sunday

Toronto Union Station	1145h-1150h	Ottawa – VIA Rail
Toronto Pearson	1845h-1150h	Ottawa – VIA Rail
Ottawa –VIA Rail	2015h-2020h	Toronto Union

Operating: Monday, Thursday, Friday, Saturday, Sunday

Amendment to Traffic and Parking By-law:

In order to provide a dedicated area, an amendment to the Traffic and Parking By-law would be required under Schedule VI Passenger Bus loading and unloading:

Passenger Bus Parking Zone Section 25			
Roadway	Side	Particulars	Hours & Days
King Street East	north	Designated area between Park Street and Stone Street	Anytime

Route within Gananoque:

Buses going westbound will enter Gananoque from Highway 401, stop at the designated location of 30 King Street East and continue on King Street West/County Road 2 to Kingston.

Buses going eastbound will enter Gananoque from Kingston (or Highway 401) access Stone Street North, stop at the designated location of 30 King Street East and exit via Park Street and Brock Street to Stone Street N* to Highway 401.

******This is the intended route. Should this not function an alternate may be required.

Signage:

There are two (2) existing poles in this area that currently indicate no parking which are proposed to house the FlixBus signage. This will eliminate the need for any additional posts. The signage will have QR codes for tracking the time of arrival as well as a QR code for booking tickets.



King Street East Occupancy Fees:

Following the Outdoor Patio Policy, the Town would consider the area of parking or area being occupied as it is dedicated to the bus service.

For the purposes of determining the fees for occupancy during the Pilot Project Staff propose that \$10.00 fee be implemented, which is a legal term utilized for an understanding on both parties that consideration has been given.

Upon the Pilot Project ending January 26, 2026, the following can be considered which follows the rationale of the Outdoor Patio Policy:

- Parking Space – 365 days less 156 days for unoccupancy (Tuesday/Wednesday) for a total of 104 days. Based on the hourly rate \$1.50/hour/6 days/week = \$3,915. Occupancy is generally between 50-60%. 50% would equate to \$3,915 @ 50% = \$1,957.50/year/season x 2 = \$3,915.00.
- Non-parking space rates - \$1.90/sq.ft. = 10' width x 53' long = \$1,007.00.

Given the space is not a metered parking spot and the Town is not losing spaces dedicated to parking, Staff recommend utilizing the non-parking space rate fee of \$1,007.00/annum.

Insurance:

In consideration of insurance the Town's insurance company, Halpenny Insurance Brokers Ltd., has provided language which has been incorporated into the Agreement for provision of Automobile, Commercial General Liability Insurance.

Circulation:

Staff circulated the inquiry to the Senior Management Team as well as Staff in Economic Development/Visitor Centre.

Public Works:

Public Works identified that they have no concerns with the bus passenger stop itself, however, they do offer the following comments in regards to route:

- Park Street is quite narrow (40') in width.
- If eastbound departure goes back to Stone Street a 2nd time, the turn left or right is an uncontrolled intersection and may be problematic

- Public Works would prefer to have a Traffic Study completed prior to approval as the suggested route is being considered by the naked eye without much data to consider it against any other alternatives. Understanding the quick timeframe, this does not seem to be in our favour. There doesn't appear to be anything indicating that this isn't the best route.
- A 6-month trial period is a great idea to allow for review and to make any necessary adjustments if the service will continue beyond 2025.

Economic Development/Visitor Centre:

The Farmers' Market is now managed by Staff, and they had been exploring the use of this same area for the market on Thursdays. Staff were amidst report preparation when the FlixBus proposal was tabled. Confirmation was obtained from both Fire and Police Departments (for the Farmers' Market) to ensure that there was no concern over the use of the space on Thursdays. At this time and based on the times identified, Thursdays would be difficult based on the bus schedule. Staff do recognize that the option for bus service is good for Gananoque. If the company is paying the Town to occupy the space, there is an obligation to maintain it as sole occupancy during the requested time frames. A review of other events that are coming up over the next six (6) months should not impact the proposed bus loading/unloading.

Emergency Services:

Fire or Police do not have concerns over the use of the spot, however, police have additionally cited concerns to a tight turn on Park Street.

Staff have no objection to the Flix North American Inc., bus passenger loading/unloading area adjacent Town Hall provided:

- If the area is to be designated only for the purposes of Flix, Staff would recommend that an annual fee of \$1,007 be implemented after the six months pilot project given this is a high traffic area that could be used for other municipal activities such as the Farmers' Market and other events.
- Flix North American Inc. work with the Public Works Department on the flow of traffic, particularly buses going eastbound.

It is noted that Flix have reviewed the draft lease agreement and are currently having their legal review the language for the insurance requirements. Subject to our insurance provider endorsing any proposed changes the draft will be finalized.

FINANCIAL CONSIDERATIONS/GRANT OPPORTUNITIES:

n/a

CONSULTATIONS:

Flix North American Inc, Halpenny Insurance, Sr. Management Team

ATTACHMENTS:

Draft By-law No. 2025-066, Agreement

Draft By-law No. 2025-067, Amend Traffic & Parking By-law No. 2015-070

APPROVAL	<div data-bbox="293 1535 1479 1612"></div> <div data-bbox="293 1612 1479 1661"><div data-bbox="293 1612 1000 1619"></div>Brenda Guy, Manager of Planning and Development</div> <div data-bbox="293 1661 1479 1709"><div data-bbox="293 1661 1000 1667"></div>John Morrison, Treasurer</div> <div data-bbox="293 1709 1479 1797">Certifies that unless otherwise provided for in this report the funds are contained within the approved Budgets and that the financial transactions are in compliance with Council's own policies and guidelines and the Municipal Act and regulations.</div> <div data-bbox="293 1797 1479 1845"><div data-bbox="293 1797 1000 1803"></div>Melanie Kirkby, CAO</div>
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THE CORPORATION OF THE TOWN OF GANANOQUE
BY-LAW NO. 2025-066

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN AGREEMENT WITH FLIX NORTH AMERICA INC., FOR THE PURPOSES OF PROVIDING A PASSENGER BUS LOADING/UNLOADING STOP IN THE TOWN OF GANANOQUE FOR TRANSPORTATION SERVICES BETWEEN THE OTTAWA TO TORONTO CORRIDOR

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 PD-2025-12 and concurred with the recommendation to authorize the Mayor and Clerk to sign an Agreement with Flix North America Inc., for the provision of providing a passenger bus loading/unloading stop in the Town of Gananoque for transportation services between the Ottawa to Toronto corridor;

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 Flix North America Inc., for the provision of providing a passenger bus loading/unloading stop in the Town of Gananoque for transportation services between the Ottawa to Toronto corridor.
- 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 24th day of July 2025.

John S. Beddows, Mayor

Penny Kelly, Clerk

(Seal)

LEASE
(Commercial)

Made this ____th day of JULY, 2025

BETWEEN:

THE CORPORATION OF THE TOWN OF GANANOQUE
(the "Landlord")

- AND -

FLIX NORTH AMERICA INC.
(the "Tenant")

In consideration of the rents, covenants and obligations stipulated herein the Landlord and the Tenant have agreed to enter into a Lease of the premises known municipally as

- a) The Passenger Bus Loading/Unloading designated directly in front of the Municipal Office, located at 30 King Street East, Gananoque, ON K7G 1E9

Particularly indicated in Map "Schedule 'A', attached.

1. GRANT OF LEASE:

- 1.1. The Landlord leases the Premises to the Tenant:
 - 1.1.1. at the Rent set forth in Section 2;
 - 1.1.2. for the Term set forth in Section 3, and;
 - 1.1.3. subject to the conditions and in accordance with the covenants, obligations and agreements herein.
- 1.2. The Landlord covenants that it has the right to grant the leasehold interest in the Premises free from encumbrances except as disclosed on Title.

2. RENT:

- 2.1. Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section and includes Additional Rent.
- 2.2. The Tenant covenants to pay to the Landlord, during the Term of this Lease rent as follows:
 - 2.2.1. during the Trial Period being the first six (6) months of the Term, the sum of \$10.00.
 - 2.2.2. should the Lease be renewed after the Trial Period, the sum of \$1,007 plus applicable taxes per annum.

- 2.3. The Landlord and the Tenant agree that it is their mutual intention that this Lease shall be a completely carefree net lease for the Landlord and that the Landlord shall not, during the Term of this Lease, be required to make any payments in respect of the Premises, except as may otherwise be expressly provided for herein:
- 2.3.1. and to effect the said intention of the parties the Tenant promises to pay the any and all expenses related to the Premises as Additional Rent;
 - 2.3.2. and the Tenant hereby agrees to indemnify and protect the Landlord from any liability accruing to the Landlord in respect of the expenses payable by the Tenant as provided herein;
 - 2.3.3. and if the Tenant fails to make any of the payments required by this Lease then the Landlord may make such payments and charge to the Tenant as Additional Rent the amounts paid by the Landlord, and if such charges are not paid by the Tenant on demand the Landlord shall be entitled to the same remedies and may take the same steps for recovery of the unpaid charges as in the event of Rent in arrears;
 - 2.3.4. and if the Tenant enjoys the use of any common areas and facilities not included in the Premises, the Tenant shall pay its proportionate share of the foregoing expenses relating to such common areas and facilities.

3. TERM AND POSSESSION:

- 3.1. The Tenant shall have sole use of the Bus Passenger Loading/Unloading area for a Trial Period of six (6) months, commencing upon execution of this lease and ending on the 31st day of January 2026, (the "Term").
- 3.2. Unless either party provides written notice of termination to the other party at least thirty (30) days prior to the expiration of the Trial Period, this agreement shall automatically renew for a period of one (1) year subject to the Rent set forth in Section 2.
- 3.3. Despite anything in this Lease to the contrary, if the Tenant ceases to operate its bus passenger stop in Gananoque, the Landlord shall, in addition to any other remedies, have the right to terminate this Lease upon thirty (30) days prior written notice to the Tenant.

4. ASSIGNMENT:

- 4.1. The Tenant shall not assign this Lease or sublet the whole or any part of the Premises unless it first obtains the consent of the Landlord in writing, which consent may be arbitrarily withheld, and the Tenant hereby waives its right to the benefit of any present or future Act of the Legislature of Ontario which would allow the Tenant to assign this Lease or sublet the Premises without the Landlord's consent.

5. USE:

- 5.1. During the Term of this Lease and without the express consent of the Landlord given in writing, the Premises shall not be used for any purpose other than as follows:
 - 5.1.1. In the case of the Bus Passenger Loading/Unloading area, the pick-up and drop-off of FlixBus passengers, the marshalling of passengers and all other matters normally incidental to the operation of a transit bus enterprise.
- 5.2. The Tenant shall not do or permit to be done at the Premises anything which may:
 - 5.2.1. constitute a nuisance;
 - 5.2.2. cause damage to the Premises;
 - 5.2.3. cause injury or annoyance to occupants of neighboring premises;
 - 5.2.4. make void or voidable any insurance upon the Premises; or
 - 5.2.5. constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.

6. REPAIR AND MAINTENANCE:

- 6.1. The Tenant covenants that during the Term of this Lease and any Renewed Term the Tenant shall keep the Premises, including all alterations and additions made thereto, in good condition and shall maintain them to a standard of neatness and cleanliness satisfactory to the Landlord, and shall, with or without notice, promptly undertake all needed repairs and maintenance, and make all necessary replacements as would a prudent owner, including such repairs and maintenance attributable to reasonable wear and tear, but the Tenant shall not be liable to effect repairs attributable to damage caused by fire, lightning or storm.
- 6.2. The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Premises from any cause.

7. ALTERATIONS AND ADDITIONS:

- 7.1. If the Tenant, during the Term of this Lease or any Renewed Term, desires to make any alterations or additions to the Premises, including building and installing a bus shelter or additional equipment of the Tenant's business, the Tenant may do so at its own expense, if the following conditions are met:
 - 7.1.1. before undertaking any alteration or addition the Tenant shall submit to the Landlord a Plan showing the proposed alterations or additions, (items which are regarded by the Tenant as "Trade Fixtures" shall be designated as such on the Plan), and the Tenant shall not proceed to make any alteration or addition unless the Landlord has approved the Plan, which approval the Landlord shall not unreasonably or arbitrarily withhold.
 - 7.1.2. Any and all alterations or additions to the Premises made by the Tenant must comply with all applicable Building Code Standards, Development Permit By-law and by-laws of the municipality in which the Premises are located.

- 7.2. The Tenant shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Premises.
- 7.3. No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the Premises or inside or outside of any building located on the Premises, unless the sign, advertisement or notice has been approved in every respect by the Landlord, such approval to not be unreasonably withheld.
- 7.4. All alterations and additions to the Premises made by or on behalf of the Tenant, other than the Tenant's Trade Fixtures, shall immediately become the property of the Landlord without compensation to the Tenant.
- 7.5. If the Tenant has complied with its obligations according to the provisions of this Lease, the Tenant may remove its Trade Fixtures at the end of the Term or other termination of this Lease and the Tenant covenants that it will make good and repair or replace as necessary any damage caused to the Premises by the removal of the Tenant's Trade Fixtures.
- 7.6. Other than as provided in subsection 7 (6) above, the Tenant shall not, during the Term of this Lease or anytime thereafter remove from the Premises any Trade Fixtures or other goods and chattels of the Tenant except in the following circumstances:
 - 7.6.1. the removal is in the ordinary course of business;
 - 7.6.2. the Trade Fixture has become unnecessary for the Tenant's business or is being replaced by a new or similar Trade Fixture; or
 - 7.6.3. the Landlord has consented in writing to the removal;but in any case, the Tenant shall make good any damage caused to the Premises by the installation or removal of any Trade Fixtures, equipment, partitions, furnishings and any other objects whatsoever brought onto the Premises by the Tenant.
- 7.7. The Tenant shall, at its own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Premises during the Term and shall repair all damage caused by the installation or the removal or both.
- 7.8. The Tenant shall not bring onto the Premises or any part of the Premises any machinery, equipment or any other thing that might in the opinion of the Landlord, by reason of its weight, size or use, damage the Premises or overload the floors of the Premises, and if the Premises are damaged or overloaded the Tenant shall restore the Premises immediately or pay to the Landlord the cost of restoring the Premises.

8. INSURANCE:

- 8.1. During the Term of this Lease and any renewal thereof the Landlord shall maintain at its own cost with respect to the Premises insurance coverage:
 - 8.1.1. Owned Automobile Liability Insurance
 - 8.1.1.1. An owned automobile liability policy that provides coverage to carry passengers for compensation for an inclusive limit of not less than \$50,000,000 per occurrence for Third Party Liability and a Public Vehicle Operating License where required.

- 8.2. The Policy must include the OPCF 6A – Permission to Carry Paying Passengers endorsement.
- 8.3. **Commercial General Liability Insurance**
- 8.3.1. Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than \$50,000,000 per occurrence, within any Policy year with respect to completed operations and a deductible of not more than \$25,000. The Policy shall include an extension for a standard provincial and territorial form of non-owned Automobile Liability Policy. This Policy shall include but not be limited to:
- 8.3.1.1. Name the Municipality as an Additional Insured
 - 8.3.1.2. Cross-liability and severability of interest
 - 8.3.1.3. Blanket Contractual
 - 8.3.1.4. Products and Completed Operations
 - 8.3.1.5. Premises and Operations Liability
 - 8.3.1.6. Personal Injury Liability
 - 8.3.1.7. Contingent Employers Liability
 - 8.3.1.8. Work performed on Behalf of the Named Insured by Sub-Contractors
 - 8.3.1.9. The Policy shall include thirty (30) days' notice of cancellation.
- 8.4. **Primary Coverage:**
- 8.4.1. The proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.
- 8.5. **Certificate of Insurance:**
- 8.5.1. The proponent shall provide a Certificate of Insurance evidencing coverage in force at least ten (10) days prior to contract commencement.
- 8.6. The Tenant covenants to keep the Landlord indemnified against all claims and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Premises or the subletting or assignment of same or any part thereof.
- 8.7. The Tenant further covenants to indemnify the Landlord with respect to any encumbrance on or damage to the Premises occasioned by or arising from the act, default, or negligence of the Tenant, its officers, agents, servants, employees, contractors, customers, invitees or licensees and the Tenant agrees that the foregoing indemnity shall survive the termination of this Lease notwithstanding any provisions of this Lease to the contrary.

9. ACTS OF DEFAULT AND LANDLORD'S REMEDIES:

- 9.1. An Act of Default has occurred when:
 - 9.1.1. the Tenant has failed to pay rent and such non-payment of rent continues for ten (10) days from the date on which the Landlord delivers to the Tenant a written demand for payment of rent;
 - 9.1.2. the Tenant has breached its covenants or failed to perform any of its obligations under this Lease; and
 - 9.1.2.1. the Landlord has given notice specifying the nature of the default and the steps required to correct it; and
 - 9.1.2.2. the Tenant has failed to correct the default as required by the notice;
 - 9.1.2.3. Any insurance policy is cancelled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums.
 - 9.1.3. The Premises:
 - 9.1.3.1. become vacant or remain unoccupied for a period of 30 consecutive days except as otherwise permitted by the terms of this Lease; or
 - 9.1.3.2. are used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the Landlord.
- 9.2. When an Act of Default on the part of the Tenant has occurred, the Landlord shall have the right to terminate this Lease and to re-enter the Premises and deal with them as it may choose.
- 9.3. If, because an Act of Default has occurred, the Landlord exercises its right to terminate this Lease and re-enter the Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of this Lease until the Landlord has re-let the Premises or otherwise dealt with the Premises in such manner that the cessation of payments by the Tenant will not result in loss to the Landlord, and the Tenant agrees to be liable to the Landlord, until the end of the Term of this Lease for payment of any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any new tenant pays to the Landlord.

10. ACKNOWLEDGEMENT BY TENANT:

- 10.1. The Tenant agrees that it will at any time or times during the Term, upon being given at least forty-eight (48) hours prior written notice, execute and deliver to the Landlord a statement in writing certifying:
 - 10.1.1. that this Lease is unmodified and is in full force and effect (or if modified stating the modifications and confirming that the Lease is in full force and effect as modified);
 - 10.1.2. the amount of Rent being paid;
 - 10.1.3. the dates to which Rent has been paid;

- 10.1.4. other charges payable under this Lease which have been paid;
- 10.1.5. particulars of any prepayment of Rent or security deposits; and
- 10.1.6. particulars of any sub tenancies.

11. NOTICE:

- 11.1. Any notice required or permitted to be given by one party to the other pursuant to the Terms of this Lease may be given

To the Landlord at:

Town of Gananoque
Attention: Chief Administrative Officer (CAO)
30 King Street East
Gananoque, ON K7G 1E9
cao@gananoque.ca

To the Tenant at the Premises or at:

Head of Government Affairs, Flix North America Inc.
Attention: Kaitie Czuchaj
P.O. Box 660362
Dallas, Texas 75266-0362 USA
Kaitie.Czuchaj@flix.com

- 11.2. The above addresses may be changed at any time by giving ten (10) days written notice.
- 11.3. Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

12. REGISTRATION:

- 12.1. The Tenant shall not at any time register notice of or a copy of this Lease on title to the property of which the premises form part without consent of the Landlord.

13. INTERPRETATION:

- 13.1. The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
- 13.2. Unless the context otherwise requires, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Landlord and Tenant, respectively.
- 13.3. When there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several.

- SIGNATURE PAGE TO FOLLOW -

In Witness of the foregoing covenants the Landlord and the Tenant have executed this Lease.

SIGNED, SEALED AND DELIVERED:

FLIX NORTH AMERICA INC.

Kaitie Czuchaj
Head of Government Affairs and Strategic
Partnerships, Flix North America

I have authority to bind the Corporation

**THE CORPORATION OF THE
TOWN OF GANANOQUE**

John Beddows
MAYOR

Penny Kelly
CLERK

I/We have authority to bind the Corporation

THE CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2025-067

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN AN AGREEMENT WITH FLIX NORTH AMERICA INC., FOR THE PURPOSES OF PROVIDING A PASSENGER BUS LOADING/UNLOADING STOP IN THE TOWN OF GANANOQUE FOR TRANSPORTATION SERVICES BETWEEN THE OTTAWA TO TORONTO CORRIDOR

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 PD-2025-12 and concurred with the recommendation to authorize the Mayor and Clerk to sign an Agreement with Flix North America Inc., for the provision of providing a passenger bus loading/unloading stop in the Town of Gananoque for transportation services between the Ottawa to Toronto corridor;

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

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1. **AUTHORIZATION:**

- 1.1 That the Mayor and Clerk are hereby authorized to sign an Agreement with Flix North America Inc., for the provision of providing a passenger bus loading/unloading stop in the Town of Gananoque for transportation services between the Ottawa to Toronto corridor.

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 24th day of July 2025.

John S. Beddows, Mayor

Penny Kelly, Clerk

(Seal)