

BY-LAW NUMBER 2025-108

THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES

BEING a By-Law to Authorize the Entering into a Licence Agreement with His Majesty the King in right of the Province of Ontario as represented by the Minister of Transportation and Webber Infra Infrastructure Management Canada Limited.

WHEREAS Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, grants municipalities the rights, powers, and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Council reviewed Report RDS-2025-24 and concurs with the recommendation to pass a By-Law to enter into a License Agreement with the Ministry of Transportation (MTO) and Webber Infra Infrastructure Management Canada Limited;

NOW THEREFORE the Council of The Corporation of the Township of Rideau Lakes enacts as follows:

- 1. That the Mayor and Clerk are hereby authorized to execute the attached Agreement, as outlined in Schedule ‘A’, with His Majesty the King in right of the Province of Ontario as represented by the Minister of Transportation and Webber Infra Infrastructure Management Canada Limited.
- 2. All previous By-laws, Resolutions or Motions that contravene this By-law are hereby repealed – 2014-64.

Read a first and second time this 2nd day of September, 2025.

Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk

Read a third time and finally passed this __ day of _____, 2025.

Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk

LICENCE AGREEMENT

BETWEEN:

The CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES
(hereinafter referred to as “the Township”)

-and-

WEBBER INFRA INFRASTRUCTURE MANAGEMENT CANADA LIMITED
(hereinafter referred to as “Webber Infra”)

-and-

HIS MAJESTY THE KING IN RIGHT OF THE
PROVINCE OF ONTARIO REPRESENTED BY THE
MINISTER OF TRANSPORTATION
(hereinafter referred to as
“the Ministry”)

(together “the Parties”)

WHEREAS the Ministry controls a Patrol Yard on County Road 42 near the junction of King’s Highway 15, Lot 22, Concession 1 in the Township of Rideau Lakes;

AND WHEREAS Webber Infra entered into a Contractor Directed Maintenance Contract 2024-02 dated May 1, 2025 with the Ministry and pursuant to that contract, entered into a lease dated May 1, 2025 (the “Lease”) for the lease of land known as the Crosby Patrol Yard (the “Patrol Yard”);

AND WHEREAS Webber Infra is bound by the terms and conditions set out and agreed upon in the Lease;

AND WHEREAS the Township, Webber Infra and the Ministry agree that it would be beneficial to allow the Township to use part of the Patrol Yard in conjunction with Webber Infra for the purposes of municipal road maintenance services.

NOW THEREFORE in consideration of the covenants and agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby contained and acknowledged), the Parties hereto covenant and agree to the following terms and conditions:

1. DEFINITIONS:

- 1.01 **“Authority”** means any governmental authority, board, agency, body or commission, whether federal, provincial or municipal, having or claiming jurisdiction over the Lands, and “Authorities” means all such authorities, boards, agencies, bodies or commissions.
- 1.02 **“Township”** means the Corporation of the Township of Rideau Lakes, its employees, agents, contractors or consultants;
- 1.03 **“Environmental Contaminant”** means any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination of any of them resulting directly or indirectly from human activities that may cause an adverse effect; or indirectly from human activities that may cause an adverse effect;

- 1.04 **“Existing Building”** or **“Existing Buildings”** shall mean the building or buildings currently located on the Lands and that are identified in Schedule “A” attached hereto and forming part of this Licence Agreement;
- 1.05 **Garage Building”** shall mean the building as described in Schedule “B” attached hereto and forming part of this Licence Agreement;
- 1.06 **“Lands”** means the lands identified as Lot 22, Concession 1 in the Township of Rideau Lakes as set out in Schedule A”” attached hereto and forming part of this Licence Agreement, together with all Existing Buildings;
- 1.07 **“Licenced Lands”** means that part of the Lands identified as Part A in Schedule “B” attached hereto and forming part of this Licence Agreement;
- 1.08 **“MECP”** means the Ministry of Environment, Conservation and Parks;
- 1.09 **“Person”** means any person, firm, partnership or corporation, or any group of persons, firms, partnerships or corporations or any combination thereof;
- 1.10 **“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.
- 1.11 **“Term”** means the period of time referred to and described in Section 2 starting on the commencement date and terminating on the expiry date, subject to earlier termination pursuant to the terms hereof.

2. TERM

- 2.01 The Ministry hereby grants to the Township a licence for the part of the Lands set out as PART A in Schedule “B” attached hereto (the “Licenced Lands”), and described as Lot 22, Concession 1, Rideau Lakes Twp., United Counties of Leeds and Grenville, for the purposes of providing road maintenance services. This Licence Agreement shall commence on the date of execution by the Ministry, Webber Infra and the Township, or if executed in counterparts, the later of the date executed, and shall terminate on April 30, 2032. Provided that in the event of default by the Township hereunder, the Ministry shall have the right to terminate this Licence Agreement forthwith upon delivery of written notice of termination to Webber Infra and the Township. Notwithstanding the foregoing, if the Township is in default under the terms of this Licence Agreement, it is entitled to fifteen (15) days written notice or such longer period of time as is necessary to cure the default, as long as the Township commences to cure that default within the fifteen (15) day period and thereafter duly cures it.
- 2.02 The Ministry and the Township shall each have the right to terminate this Licence Agreement by providing ninety (90) days written notice of termination to the other Parties.
- 2.03 The right granted to the Township herein is a licence only and shall not under any circumstances whatsoever constitute a right by Webber Infra or the Township to have or claim exclusive possession of the Licenced Lands and this Licence Agreement shall not constitute nor be interpreted to be either a partnership agreement, employment agreement, lease, grant of easement or joint venture agreement made between the Parties.
- 2.04 The Township shall not interfere in any way with, disrupt or cause damage to any works or operations of Webber Infra.
- 2.05 The Township acknowledges that it has reviewed the Lease, and it shall take no action nor fail to take any action which would result in a breach of the Lease by Webber Infra.

- 2.06 The Ministry may terminate this Licence Agreement at any time if (i) the Township fails to observe or perform any of its covenants or obligations hereunder (ii) if the Township fails to adhere to any of the Environmental terms of the Lease or (iii) if the Township uses the Patrol Yard for any purpose other than those specified herein without the prior written consent of the Ministry. In any event this Licence Agreement shall terminate automatically on any termination of the Lease.

3. CONTRIBUTIONS

- 3.01 The Township covenants and agrees that the utility usage, as herein set out, shall only be for electricity and heating. The Township shall reimburse Webber Infra for fifty (50%) percent of the cost of monthly utility usage.
- 3.02 The Township shall pay Webber Infra fifty (50%) percent of the costs associated with the maintenance and inspection of the oil water separator.
- 3.03 All payments by the Township to Webber Infra shall be made within thirty (30) days of demand by Webber Infra.

4. ALTERATIONS

- 4.01 The Township hereby covenants and agrees it shall not, without the Ministry's prior written consent (which consent may be unreasonably withheld in the sole discretion of the Ministry) make any installations, alterations, additions, partitions or improvements in, over, on, along, across, under or upon the Lands.
- 4.02 If the Ministry decides that it is necessary to make any alterations or additions to the Garage Building, the Ministry will contact the Township and obtain its consent, which consent will not be unreasonably withheld or delayed.
- 4.03 The Township shall comply, at its sole cost and expense, with the *Fire Code*, O.R. 213/07, as amended, and all applicable laws respecting such use, condition and occupation of the Township's portion of the Lands.

5. MAINTENANCE CONTRACTS

The Township acknowledges and agrees that the Ministry has entered into, and will continue to enter into maintenance contracts with independent contractors who will use the Patrol Yard, the Existing Buildings and the Ministry's portion of the Garage Building. Webber Infra shall be responsible for any damage or repairs that might arise as a result of its use of the Lands.

6. ACCESS

Webber Infra covenants and agrees to allow the Township access to the portion of the Lands shown as Part A in Schedule "B" on a twenty-four (24) hour basis, seven (7) days a week.

7. ENVIRONMENTAL CONTAMINANTS

- 7.01 The Township shall be responsible for any Environmental Contaminants caused by the Township on the Lands and shall indemnify and save harmless the Ministry from any and all claims, losses or damage which may arise as a result of its use of the Lands.
- 7.02 At the expiration or sooner determination of the Term of this Licence Agreement, the Township shall peaceably surrender and yield to the Ministry, in a condition satisfactory to the Ministry, the Licenced Lands. The Township shall thereupon forthwith remove from the Licenced Lands all chattels, goods, supplies, articles,

equipment, materials, effects or things including without limitation any and all such things which contain or constitute an Environmental Contaminant, in the opinion of the Ministry, and shall also, to the satisfaction of the Ministry, repair all and every damage and injury occasioned to the Licenced Lands by reason of such removal or in the performance thereof, but the Township shall not, by reason of any action taken or things performed or required under this clause, be entitled to any compensation whatsoever.

8. LIABILITY

Any damage caused by the Township to the Lands, Patrol Yard, the Garage Building or the Existing Buildings and any of the equipment will be the responsibility of the Township.

9. FUEL STORAGE TANK

The Ministry will not allow the Township the right to place a temporary fuel storage tank on the Licenced Lands unless it obtains the prior written approval of the Ministry, which approval may be unreasonably withheld.

10. MATERIAL STORAGE

The Ministry will not allow the Township the right to store any de-icing or abrasive materials on the Licenced Lands unless it obtains the prior written approval of the Ministry, which approval may be unreasonably withheld.

11. NOTICE OF VIOLATION

Each party shall notify the others immediately in the event that any party receives notice of any violation of any environmental legislation or by-law or that any order of an administrative tribunal or any authority is made or is proposed to be made against the party giving notice in respect of any Environmental Contaminant in or on the Lands, and to notify the others immediately in the event of any discharge, release or discovery of any Environmental Contaminant in or on any part of the Lands.

12. INSURANCE

Township's Insurance.

The Township agrees to put in effect and maintain insurance for the Term, 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 in the business of the Township would maintain including, but not limited to, the following:

1. 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 \$5,000,000.00 (five million dollars) per occurrence, \$5,000,000.00 (five million dollars) products and completed operations aggregate. The policy is to include the following:
 - I. the Ministry and Webber Infra as additional insureds with respect to liability arising in the course of performance of the Township's obligations under, or otherwise in connection with, the Agreement;
 - II. contractual liability coverage;
 - III. cross-liability clause; and
 - IV. 30 day written notice of cancellation, termination or material change.

Proof of Insurance

Concurrently with execution and delivery of the Agreement by the Township, the Township shall provide the Ministry and Webber Infra with certificates of

insurance, or other proof as may be requested by the Ministry and Webber Infra, that confirms the insurance coverage as provided for in Section 10.01, and renewal replacements on or before the expiry of any such insurance. Upon the request of the Ministry and Webber Infra, a copy of each insurance policy shall be made available to it. The Township shall ensure that each of its Subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the Subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the Subcontractor's obligations under the subcontract in relation to this Agreement.

Township Participation in Proceedings.

The Township shall, at its expense, to the extent requested by the Ministry and Webber Infra, participate in or conduct the defence of any Proceeding against any Indemnified Parties and any negotiations for their settlement. The Ministry and Webber Infra may elect to participate in or conduct the defence of any such Proceeding by notifying the Township in writing of such election without prejudice to any other rights or remedies of the Ministry and Webber Infra under the Agreement, Contract, Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel. The Township shall not enter into any settlement unless it has obtained the prior written approval of the Ministry and Webber Infra. If the Township is requested by the Ministry and Webber Infra to participate in or conduct the defence of any such Proceeding, the Ministry and Webber Infra agrees to co-operate with and assist the Township to the fullest extent possible in the Proceedings and any related settlement negotiations. If the Ministry and Webber Infra conducts the defence of any such Proceedings, the Township agrees to co-operate with and assist the Ministry and Webber Infra to the fullest extent possible in the Proceedings and any related settlement negotiations. This section shall survive any termination or expiry of the Agreement.

13. NOTICE

All communications and notices pertaining to this Licence Agreement shall be in writing and shall be deemed to have been given when actually received if personally delivered or if mailed by first class registered mail or sent by telecommunication or facsimile transmission, shall be deemed to be received on the second business day following the day on which it is sent, and in each case addressed as follows:

To the Ministry:	Ministry of Transportation 1355 John Counter Blvd. Postal Bag 4000 Kingston, Ontario K7L 5A3 Attn: Franca Sacchetti, Director, East Operations
To the Township:	The Corporation of the Township of Rideau Lakes 1439 County Road 8 Delta, Ontario K0E 1G0 Attn: Mary Ellen Truelove
To Webber Infra:	Webber Infra 505 March Road, Suite 505 Kanata, ON K2K 2M5 Attn: Abdallah Tannoukhi

14. ASSIGNMENT

The Township shall not assign this Licence Agreement or any part hereof, without the prior written approval of the Ministry. Such approval may be withheld in their sole discretion or may be given subject to such terms and conditions as the Ministry, deems necessary.

15. COVENANTS

There are no covenants, representatives, agreements, warranties or conditions in any way relating to the subject matter of this Licence Agreement expressed or implied, collateral or otherwise, except as expressly set forth herein.

16. AMENDMENT

No modification or amendment of this Licence Agreement may be made unless agreed to by the parties hereto in writing.

17. GOVERNING LAW

This Licence Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario. The Parties agree that the Courts of Ontario shall have jurisdiction to determine any matters arising hereunder.

18. TIME OF THE ESSENCE

Time shall be deemed to be material and of the essence in the performance of this Licence Agreement.

19. ILLEGALITY

If any provision of this Licence Agreement is illegal, unenforceable or invalid, it shall be considered separate and severable and all the remainder of this Licence Agreement shall remain in full force and effect as though such provision had not been included in this Licence Agreement but such provision shall nonetheless continue to be enforceable to the extent permitted by law.

20. WAIVER

No waiver shall be inferred from or implied by any act or omission by the Ministry.

21. COMPLIANCE

At all times throughout the term of this Licence Agreement, Webber Infra and the Township shall use and maintain the Licenced Lands in a reasonable and careful manner as a prudent owner would do. Webber Infra and the Township shall observe and strictly comply with all provisions of law including, without limitation, all requirements of all governmental and quasi-governmental authorities, strictly comply with all provisions of law including, without limitation, all requirements of all governmental and quasi-governmental authorities, including federal, provincial and municipal legislative enactments, by laws, regulations, ordinances, directives and orders which pertain to or affect the Licensed Lands and the Lands and their use thereof.

22. INDEMNITY

The Township hereby agrees to indemnify and hold harmless the Ministry and Webber Infra from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees) causes of action, actions, claims, demands, lawsuits or other proceedings (collectively "Claims") by whomever made, sustained, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Township, its subcontractors or their respective directors, officers, agents,

employees or independent contractors in the course of performance of the Township’s obligations under, or otherwise in connection with, this Licence Agreement. The obligations in this paragraph shall survive the termination or expiry of the Licence Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Licence Agreement.

HIS MAJESTY THE KING in right of the Province of Ontario represented by the Minister of Transportation

Per: _____ (Signature)

Name: _____

Title: Regional Director, Ministry of Transportation, Eastern Region

Date: _____

The Corporation of the Township of Rideau Lakes

Per: _____ (Signature)

Name: Arie Hoogenboom (Please Print)

Title: Mayor
Authorized Signing Officer

Date: _____

Per: _____ (Signature)

Name: Mary Ellen Truelove (Please Print)

Title: Clerk
Authorized Signing Officer

Date: _____

Webber Infrastructure Management Canada Limited

Per: _____ (Signature)

Name: _____ (Please Print)

Title: _____
Authorized Signing Officer

Date: _____

SCHEDULE "A" to a Licence Agreement
Between His Majesty the King in Right of the Province of Ontario
represented by the Minister of Transportation,
The Corporation of the Township of Rideau Lakes and
Webber Infra.

LEGAL DESCRIPTION OF LANDS

LOT	DIMENSIONS
Lot 22, Conc. 1 Township of Rideau Lakes United Counties of Leeds & Grenville	Irregular as fenced 1.6 ha.

EXISTING BUILDINGS

Garage	approx. 598 square metres
Storage Dome	approx. 607 square metres
Storage Sheds (3)	approx. 207 square metres

SCHEDULE "B" to a Licence Agreement
Between His Majesty the King in Right of the Province of Ontario
represented by the Minister of Transportation,
The Corporation of the Township of Rideau Lakes and
Webber Infra.

GARAGE BUILDING

The Garage Building is located centrally on the property. The building is divided into two sections by a 2.4 metre high chain link wall. The section covered by this Licence Agreement is the westerly portion of the Garage Building containing the westerly three garage bays (approximately 200 square metres) as well the asphalt surface in front of that portion of the Garage Building (approximately 965 square metres). It is highlighted as "PART A" below.

