

## BY-LAW NUMBER 2025-115

### THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES

**BEING** a By-Law to Authorize the Mayor and Clerk to sign an Agreement with the Township of Elizabethtown-Kitley and TSI Inc. for Project Management.

**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** Council reviewed Council Report RDS-2025-25 and concurs with the recommendation to pass a By-law to sign an agreement with TSI Inc., engineering firm for project management of the Townline Bridge Replacement;

**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 the Township of Elizabethtown-Kitley and TSI Inc.
2. All previous By-laws, Resolutions or Motions that contravene this By-law are hereby repealed.

Read a first and second time this 2<sup>nd</sup> 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

**CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES  
& CORPORATION OF THE TOWNSHIP OF ELIZABETHTOWN-KITLEY  
REPLACEMENT OF TOWNLINER BRIDGE ENGINEERING AGREEMENT**

**BETWEEN:** The Corporation of the Township of Rideau Lakes and  
(Hereinafter referred to as "the Township")  
**OF THE FIRST PART**

**AND:** The Corporation of the Township of Elizabethtown-Kitley  
**OF THE SECOND PART**

**AND:** TSI Inc.  
(Hereinafter referred to as "the Proponent")  
**OF THE THIRD PART**

**WHEREAS** authority is given under the *Municipal Act* for the Council of the Township of Rideau Lakes to engage in contracts for the purpose of providing services;

**AND WHEREAS** the Council of the Corporation of the Township of Rideau Lakes and the Council of the Corporation of The Township of Elizabethtown-Kitley are desirous of engaging TSI Inc. to undertake engineering work for the replacement of the Townline Road Bridge within the Township of Rideau Lakes and The Township of Elizabethtown-Kitley.

**NOW THEREFORE** the Townships and the Proponent hereby agree to the following terms and conditions:

1. The Proponent will provide engineering services relating to the replacement of the Townline Road Bridge as required by the Township of Rideau Lakes and the Township of Elizabethtown-Kitley.
2. The Proponent represents and warrants that the performance of this Agreement will not conflict with any other contract to which it is bound and, while performing this Agreement it will not engage in any services or employment or enter into any agreement in conflict with this Agreement. The Proponent agrees to disclose potential conflicts of interest that may arise during the term of this Agreement.
3. The Proponent shall not assign or sublet the whole or any part of this Agreement without the prior written consent of the Townships, unless the use of subcontractors is expressly stated in the proposal submitted by the Proponent and accepted by the Townships.
4. The Proponent acknowledges that while performing the services under this Agreement, that it is not an employee of the Township of Rideau Lakes or The Township of Elizabethtown-Kitley, and as such shall be responsible for the payment of all expenses required by law, including, but not necessarily limited to, Employment Insurance premiums, Income Tax, Canada Pension Plan contributions, etc., failing which the Proponent shall reimburse the Township for any expenses it may have to pay as a result of the Proponent neglecting to do so.

5. The Township of Rideau Lakes and the Township of Elizabethtown-Kitley agree to pay the Proponent the professional fees and associated disbursements for engineering work related to the replacement of the Townline Road Bridge within the Township of Rideau Lakes and The Township of Elizabethtown-Kitley as per the quoted rate of \$140.00 per hour up to a maximum total of \$200,000.00. The Township of Rideau Lakes and the Township of Elizabethtown-Kitley will each be responsible for paying fifty percent of each invoice for work completed. Any additional expenditures or disbursements shall not be incurred without the prior expressed written approval of the Township. Disbursements will be charged as per the actual costs incurred.
6. The Proponent will invoice the Township of Rideau Lakes and the Township of Elizabethtown-Kitley separately for work that has been completed at key intervals as determined by the parties. Such invoices shall include a detailed description of the tasks included therein, in conformity with the approved work plan, and shall contain a list of the disbursements and applicable taxes. The Townships hereby agree to pay the invoices in a timely fashion.
7. In the event of any dispute with respect to the payment of the invoices which cannot otherwise be resolved between the Proponent and the Township of Rideau Lakes and the Township of Elizabethtown-Kitley, the Proponent and the Townships hereby agree to submit the matter to an impartial arbitrator under the *Arbitrations Act*, whose decision shall be final and binding. In the event that a matter is referred to an arbiter under this Article, the parties agree to equally share the cost of the arbiter and any related expenses.
8. The Proponent will cooperate with the Township of Rideau Lakes and the Township of Elizabethtown-Kitley auditors with respect to any financial matters involving business between the Proponent and the Townships.
9. The Proponent shall, at all times during the term of this Agreement, maintain not less than \$5,000,000 in liability insurance, with the Township of Rideau Lakes and the Township of Elizabethtown-Kitley as a named insured. A copy of the insurance policy shall be filed with the Townships upon the commencement of the Agreement and the Townships shall be advised immediately of any change in status in the insurance coverage required pursuant to this Article.
10. The Proponent shall file a current Workplace Safety and Insurance Board (WSIB) certificate with the Township of Rideau Lakes and the Township of Elizabethtown-Kitley upon the commencement of the Agreement.
11. The proponent TSI Inc. shall indemnify and hold the Township of Rideau Lakes and The Township of Elizabethtown-Kitley harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions whether willful or otherwise by Goldie Mohr Ltd., its officers, employees or other persons for whom TSI Inc. is legally responsible arising out of this agreement.
12. The *Accessibility for Ontarians with Disabilities Act*, 2005 (AODA), Accessibility Standard for Customer Service (ASCS) and the Integrated Accessibility Standards Regulation (IASR) requires all contractors and their employees who provide goods, services or facilities on behalf of the Township of Rideau Lakes

receive training on these standards and on the Human Rights Code as they pertain to persons with disabilities. Contractors must keep records of all training, including dates when training was provided, the number of employees who received training and individual training records for their business. Contractors are required to make this information available to the Township and/or the Province upon request.

13. All information collected by the Proponent in the performance of the services described herein shall be considered to be the property of the Township of Rideau Lakes and the Township of Elizabethtown-Kitley and shall be surrendered to the Townships immediately upon request for same. It is understood that in the collection of any information, that the Proponent will have proper regard for the *Municipal Freedom of Information and Protection of Privacy Act*, and that the disclosure of any information collected will be pursuant to the requirements of the legislation as embodied in the procedures set out by the Townships.
14. This Agreement shall be effective from the date of its signing thereof and the terms of this Agreement shall remain in force and effect until November 10, 2025, unless otherwise amended in writing and agreed to by both the Townships and the Proponent.
15. This Agreement shall be subject to the applicable laws of Canada and Ontario.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

#### **THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES**

\_\_\_\_\_  
Arie Hoogenboom, Mayor

(SEAL)

\_\_\_\_\_  
Mary Ellen Truelove, Clerk

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

#### **THE CORPORATION OF THE TOWNSHIP OF ELIZABETHTOWN-KITLEY**

\_\_\_\_\_  
Brant Burrow, Mayor

(SEAL)

\_\_\_\_\_  
Rob Nolan, CAO/Clerk

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

#### **TSI INC.**

\_\_\_\_\_  
Name/Position

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

## Schedule 'A' to Agreement

A copy of the RFP Proposal submitted can be obtained from the Clerk's Office and will form part of this agreement.