



THE CORPORATION OF THE TOWNSHIP OF AUGUSTA

BY-LAW NUMBER 3667-2023

A BY-LAW TO APPOINT AN AUDITOR FOR THE TOWNSHIP OF AUGUSTA

WHEREAS section 296 of the *Municipal Act*, 2001 c. 25 requires that a municipality shall appoint an auditor licensed under the *Public Accountancy Act*.

NOW THEREFORE the Council of the Corporation of the Township of Augusta does hereby enact as follows that:

1. MMP LLP be appointed as the Auditing Firm for the Township of Augusta, for audit services for 2023-2026.
2. That the Agreement Attached hereto shall form part of this By-Law.
3. Any other By-Law, part of By-Laws inconsistent with this By-Law are hereby repealed.
4. By-Law 3332-2017 and 3378-2018 is hereby repealed.

Read a first time and second time this 13th day of November, 2023.

Read a third time and passed this 13th day of November, 2023.


MAYOR


CLERK



CONTRACT AGREEMENT

This agreement, made in duplicate this 7 day of Nov., 2023.

BETWEEN:

The Township of Augusta
(hereinafter called the "Owner")

- and -

MNP LLP.
(hereinafter called the "Contractor")

WITNESSETH

That the Owner and Contractor in consideration of the fulfillment of their respective promise and obligations herein set forth covenant and agree with each other as follows:

ARTICLE 1

a. A general but not necessarily complete description of the work is as follows:

Municipal Audit Services for 2023-2026

The Contractor agrees commencing in 2023 fiscal year to provide auditing services which includes the examination of records and financial statements of the Township of Augusta to the degree necessary to express an audit opinion on the financial statements for the Township of Augusta. The audit shall meet all legislative requirements as necessary for a municipal audit.

b. The Contractor shall, for the prices set out in the Form of Tender and except as otherwise specifically provided, provide at no additional cost to the Owner all and every kind of labour, machinery, plant, structures, materials, appliances, articles and things necessary for the due execution and completion of all the work set out in this Agreement and shall forthwith according to the instructions of The Township of Augusta, commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Owner within the time specified in the Agreement.

ARTICLE 2

In the event that the Form of Tender provides for an increase or decrease in the amount of work, it is understood and agreed that such addition or deletion of work is solely for the convenience of accounting by the Owner, and that the Contractor is not entitled to payment thereof except on account of extra work carried out by the Contractor as directed by the Manager or designate and only to the extent of such extra work.



ARTICLE 3

In the event of any inconsistency or conflict in the contents of the following document, such documents shall take precedence and govern in the following descending order:

1. This agreement
2. Addenda, if any
3. Information for Tenders
4. Amendments to Specifications
5. Specifications
6. General Requirements
7. Form of Tender

ARTICLE 4

The Contractor shall not without the consent in writing of the Township of Augusta and without restricting in any way the provisions of the Section of Specifications, make any assignment of any part or the whole of any monies due or to become due under the provisions of this Agreement.

ARTICLE 5

The Owner covenants with the Contractor that the Contractor having in all respects complied with the provisions of this Agreement, will be paid for and in respect of the works the sum of **\$36,600.00 plus HST for 2023** subject to Article 2 hereof and subject to such additions and deductions as may properly be made under the terms hereof.

ARTICLE 6

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other or to his agent, such notice shall be deemed sufficiently given or made if mailed or delivered in writing to such party at the following addresses:

The Owner: The Township of Augusta
3560 County Road 26
Prescott, ON
K0E 1T0

The Contractor: MNP LLP
709 Cotton Mill Street
Cornwall, ON
K6H 7K7



ARTICLE 7

A copy of each of the Specifications, Form of Tender, Information for Tenderers is/are hereto annexed and made part of this Agreement as fully to all intents and purposes as though recited in full herein.

ARTICLE 8

No contract of any kind whatsoever by or on behalf of the Owner shall arise or be implied by or inferred from anything in this agreement contained, nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Owner shall be the only covenants and agreements upon which any rights against the Owner may be founded.

ARTICLE 9

Time shall be deemed the essence of this Contract.

ARTICLE 10

The Contractor declares that by entering into this Agreement it has either investigated the character of the work and all local conditions that might affect its tender, acceptance, or performance of the work, or that not having so investigated, it acknowledges that its responsibility under this Agreement is in no way reduced or limited thereby. The Contractor further agrees to assume and does hereby assume all risk of conditions arising, developing, or being revealed in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfill, than was contemplated or known when the tender was made, or the Agreement signed. The Contractor further declares that it did not and does not rely upon information furnished by any methods whatsoever by the Owner or its officers, employees, or agents, being aware that any information from such sources was and is approximate and speculative only and was not in any manner warranted or guaranteed by the Owner.

ARTICLE 11

The Contractor shall also ensure that all work is done in compliance with the requirements of each federal, provincial, municipal and other government and each government and regulatory authority having jurisdiction over the work and/or the Contractor (collectively, the "Regulatory Authorities") and with all laws, regulations, rules, by-laws, codes, standards, directives, and policies of every nature and kind whatsoever of all Regulatory Authorities (collectively, the "Laws") applicable to the work and/or the Contractor. The Contractor shall, at its own expense, obtain and maintain in good standing all permits and licenses required by the Regulatory Authorities. If the contractor performs any work contrary to any applicable Laws, then the Contractor shall bear all costs related to that contravention and its concern.

ARTICLE 12

In the event that the performance of the Contractor is not satisfactory, as determined by the Owner in its sole and absolute discretion, the Owner shall serve written notice upon the Contractor setting out the details of non-performance and will give the Contractor ten (10) calendar days to rectify that non-performance. If the Contractor does not take the required corrective action, this Agreement may be terminated immediately by the Owner without further recourse by the Contractor against the Owner. The Owner may then procure the necessary equipment and services to complete the work, the cost of which shall be deducted from any monies owed to the Contractor. If the expense of completing the work exceeds the unpaid

balance of the Agreement price, then the Contractor shall pay the difference to the Owner forthwith on demand.

ARTICLE 13

Prior to the commencement of any work, the Contractor shall obtain and maintain until the termination of this Agreement or otherwise stated, the required insurance coverage as outlined and set out in the Tender Documents, which coverage may include, but is not limited to commercial general liability, automobile liability, professional liability, and environmental liability insurance. The Contractor shall provide evidence of the foregoing insurance to the Owner upon demand.

ARTICLE 14

Notwithstanding anything to the contrary outlined in this Agreement, the parties shall not be liable for any failure or delay in fulfilling or performing any of their obligation under this Agreement when such performances is prevented or delayed by any cause or condition beyond the reasonable control of the affected party, including without limitation:

- a) acts of God, or natural disasters such as but not limited to fire, explosion, earthquake, volcanic activity, blizzard, epidemic, violent storm, flood or drought;
- b) war, acts of terrorism, insurrection, rebellion, riot, civil commotion or disorder, strike, lockout, or other labour disturbance;
- c) act, omission, or delays in acting by governmental authority, compliance with any law or government order, rule regulation or direction, curfew restriction or lockdown, or expropriation; and
- d) prolonged breakdown or shortage of transport
- e) prolonged breakdown or shortage of transport, telecommunication, or electricity (each an "Event of Force Majeure").

A party affected by an Event of Force Majeure shall forthwith notify the other party within seven (7) calendar days of the existence or occurrence of the Event of Force Majeure and shall use commercially reasonable best efforts to avoid, mitigate or remove such Event of Force Majeure and the causes of non-performance or any damage resulting therefrom.

ARTICLE 15

The Contractor shall keep the work site clean and tidy and free of debris and waste materials, failing which the Contractor will be charged a clean-up fee of double to cost of such clean up to the Owner. The Owner has the right to direct the Contractor with respect to its clean-up activities.

The Contractor shall be responsible for reinstatement of all disturbed areas. The Contractor shall also be responsible for any and all costs associated with the release of hazardous materials caused by or resulting from the acts or omissions of the Contractor or its agendas. Those costs include, without limitation, emergency response, investigation, containment, remediation, removal, and disposal of hazardous materials in surface and ground water, land surface, subsurface strata, building structures or improvements on the work site or on neighbouring properties that originated from a release on the work site.



ARTICLE 16

The Contractor agrees to indemnify, holds harmless, and defended the Owner and their respective directors, officers, employees and agents, as applicable (collectively, the "Indemnified Parties"), from and against all claims, demands, losses, costs, damages, actions, suits or proceedings (collectively, the "Liabilities") as a result of (i) accidents or injuries (including death) to persons or property occasioned by acts or omissions of the Contractor or its agents and accidents or injuries (including death) to the Contractor, its agents or their property, whether or not insured and where or not jointly caused by any third party, (ii) violations by the Contractor or its agents of any applicable laws, (iii) any release of hazardous materials caused by or resulting from the acts or omissions of the Contractor or its agents, (iv) any claim, lien or trust claim pursuant to the *Construction Act*, including without limitation, the cost of removing any claim or lien from the title to the work site, and (v) any breach of this Agreement by the Contractor. If any claim or demand is made against the Indemnified Parties on account of any such Liabilities, the Owner may deduct the amount of such Liabilities (and related legal fees) from monies owing to the Contractor.

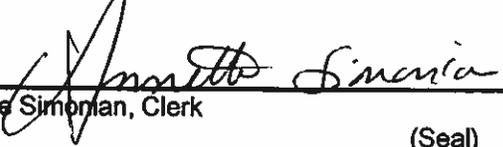
ARTICLE 17

This Agreement shall ensure to the benefit of and be binding on their parties hereto and their successors, administrators, executors and assigns and each of them.

IN WITNESS THEREOF the parties hereto have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

The Township of Augusta

Per: 
Jeff Shaver, Mayor

Per: 
Annetta Simonian, Clerk
(Seal)

MNP LLP.

Per: 
Name: Jamie Pollock, Partner
(Seal)

Per: 

*Witness: Kassandra Andre
Occupation: Admin Assistant

*Witness only required if Contractor does not have a corporate seal