

**The Corporation of the Municipality of West Grey**

**By-law Number 108 - 2017**

**BEING,** A by-law to approve and authorize the execution of a Winter Maintenance Agreement between the Municipality of West Grey and the County of Grey;

**WHEREAS,** the Council of the Corporation of the Municipality of West Grey deems it expedient and in the public interest to enter into said Agreement;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST GREY ENACTS AS FOLLOWS:**

1. That the Winter Maintenance Agreement between the Municipality of West Grey and the County of Grey, attached hereto as Schedule "A" is hereby approved.
2. That the Mayor and Clerk are hereby authorized to sign and seal the said Agreement.
3. That the Agreement, attached as Schedule "A", hereto forms part of this by-law.
4. That this By-law shall come into full force and effect on the date of passing thereof.

\*\*\*\*\*

Read a first and second time, this 20<sup>th</sup> day of November, 2017.

Read a third time and finally passed, this 20<sup>th</sup> day of November, 2017.

\_\_\_\_\_  
(Signed)  
Kevin Eccles, Mayor

\_\_\_\_\_  
(Signed)  
Mark Turner, Clerk

**Schedule "A" to By-law Number 108 - 2017**

**MUNICIPALITY OF**



**WINTER MAINTENANCE AGREEMENT**











**Winter Maintenance Agreement  
2017/2018, 2018/2019 and 2019/2020**

provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver, even if similar in nature, unless otherwise expressly provided.

**15. Successors and Assigns**

This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Neither party may assign all or any part of this Agreement without the written approval of the other party.

**16. Notice**

16.1 Any notice required to be given, served or delivered must be in writing and sent to the other party at the address indicated below, or to such other address as may be designated by notice provided by either party to the other.

For West Grey: Clerk, West Grey  
Municipality of West Grey  
402813 Grey Road 4  
RR 2 Durham, ON N0G 1R0  
Fax: 519 369 5962  
mturner@westgrey.com

For Grey County: County Clerk, County of Grey  
595 9th Ave. East  
Owen Sound, ON N4K 3E3  
Fax: 519 376 8998  
countyclerk@grey.ca

16.2 Any notice to be given by either party to the other shall, in the absence of proof to the contrary, be deemed to have been received by the addressee if:

- a. Delivered personally on a business day, then on the day of delivery;
- b. Sent by prepaid registered post, then on the second day following the registration thereof;
- c. Sent by ordinary mail, then on the fifth business day following the date on which it was mailed; or
- d. Sent by facsimile or email, upon confirmation of successful transmission of the notice.

**17. No Partnership**

Nothing in this Agreement gives rise to a partnership or joint venture between Grey County and West Grey or to an employment relationship between the County and the employees or volunteers of West Grey in the provision of service under this Agreement.

**18. Adherence to Laws**

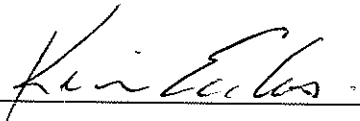
Both parties agree to abide by all applicable federal and provincial laws in carrying out the terms of this Agreement.

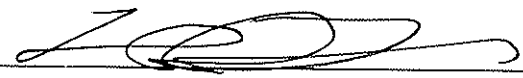


**Winter Maintenance Agreement  
2017/2018, 2018/2019 and 2019/2020**

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year set out above:


THE CORPORATION OF THE MUNICIPALITY OF WEST GREY:


  
\_\_\_\_\_  
Kevin Eccles, Mayor

  
\_\_\_\_\_  
Mark Turner, Clerk

We have the authority to bind the Corporation.

THE CORPORATION OF THE COUNTY OF GREY:

  
\_\_\_\_\_  
Alan Barfoot, Warden

  
\_\_\_\_\_  
Heather Morrison, Acting Clerk

We have the authority to bind the Corporation.

SCHEDULE A

Stone Hill Road : Distance = 0.9 km



Grey Road 27: Distance = 0.425 km

