

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

BY-LAW NUMBER 15 - 2012

BEING A BY-LAW OF THE CORPORATION OF THE MUNICIPALITY OF WEST GREY TO ENTER INTO A STREET SWEEPING AGREEMENT WITH THE CORPORATION OF THE COUNTY OF GREY;

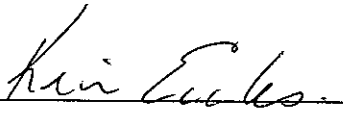
WHEREAS the Council of the Corporation of The Municipality of West Grey deems it desirable to enter into a Street Sweeping Agreement with the Corporation of the County of Grey;

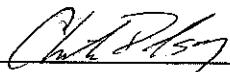
NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST GREY HEREBY ENACTS AS FOLLOWS:

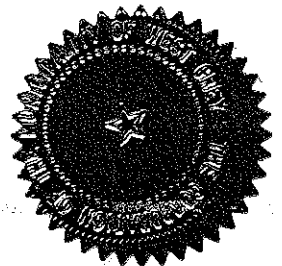
1. That a Street Sweeping Agreement be entered into between the Corporation of The Municipality of West Grey and the Corporation of the County of Grey.
2. That the Mayor and CAO be and are hereby authorized to execute the said Street Sweeping Agreement on behalf of the Corporation of The Municipality of West Grey.
3. That Schedule "A" attached hereto shall form part of this by-law.

READ a first and second time this 5th day of March, 2012.

READ a third time and finally passed this 5th day of March, 2012.


Kevin Eccles, Mayor


Christine Robinson, CAO



SCHEDULE "A" TO BY-LAW NUMBER 15 - 2012

MUNICIPALITY OF

*West
Grey*

CORPORATION OF THE COUNTY OF GREY

STREET SWEEPING AGREEMENT

CORPORATION OF THE COUNTY OF GREY

STREET SWEEPING AGREEMENT
2012

BETWEEN:

The "MUNICIPALITY"

and The "COUNTY"

CORPORATION OF THE

CORPORATION OF THE

MUNICIPALITY OF WEST GREY

COUNTY OF GREY

DURHAM, ONTARIO

OWEN SOUND, ONTARIO

phone (519) 369-2200

phone (519) 376-7337

Fax (519) 369-5962

Fax (519) 376-0967

representative
Mark Turner

representative
Michael J. Kelly

It is hereby agreed that the operational responsibility for street sweeping shall be as follows:

1. The County requests that the Municipality undertake the initial street sweep on all 9.4 kilometres of Grey County Roads located within the Municipality of West Grey. This allows for the municipality to coincide its sweeping accordingly.
2. The Municipality will attend to street sweeping on County Roads as follows:
 - Town of Durham – County Roads 4 and 27 – 3 km
 - Village of Neustadt – County Roads 9 and 10 – 2.8 km
 - Village of Ayton – County Road 3 – 2.4 km
 - Village of Elmwood – County Road 10 – 1.2 km

(total distance of 9.4 km) commencing on April 15 and to be completed prior to June 1st of each year.

The County will reimburse the Municipality based on 9.4 kilometres of road on receipt of invoice.

3. The Municipality agrees to defend and indemnify the County, its officers, council members, partners, agents and employees and hold the County, its officers, council members, partners, agents and employees harmless, at the municipality's sole expense, from and against all claims, actions, proceedings, demands, suits, losses, costs, damages, expenses, and lost revenue that the County may sustain or incur.

The Municipality shall indemnify and hold harmless the County, its officers and employees from and against any and all liabilities, claims, demands, loss, cost, damages, expenses, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by any acts or omissions of the Municipality, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under this agreement.

4. In consideration of any permit issued in respect to this application, we, the applicants for ourselves, our heirs, executors, administrators, successors and assigns hereby agree to observe, keep and perform and be subject to the regulations and conditions of the said agreement and to indemnify and save harmless the County, represented by County staff, from and against all loss, cost, changes, damages, whatsoever to which may be put or which the County may suffer or sustain or which the County may be liable for reason of anything done or omitted to be done in the construction, maintenance, alteration or operation of the works authorized.
5. The Municipality shall, at its expense, obtain and keep in force during the term of this agreement, Commercial General Liability Insurance satisfactory to the municipality, including the following and underwritten by an insurer licensed to conduct business in the Province of Ontario:
 - a) A limit of liability of not less than \$5,000,000/occurrence;
 - b) The County shall be named as additional insured;
 - c) The policy shall contain a provision for cross liability in respect of the named insured;
 - d) Non-owned automobile coverage with a limit of at least \$2,000,000 including contractual non-owned coverage;
 - e) Products and completed operation coverage (Broad Form) with an aggregate limit not less than \$5,000,000;
 - f) That 30 days prior notice of an alteration, cancellation or material change in policy terms which reduces coverages shall be given in writing to the County.
6. Traffic control and signage will be performed in accordance with Book 7 of the Ontario Traffic Manual – Temporary Conditions.
7. The Municipality shall not close any portion of the County Road, without County approval.
8. All damage related to the work activity shall be reinstated by the Municipality to current County Standards. All road repairs will be financial responsibility of the Municipality.
9. At least 24 hours before the Municipality begins any work, the County must be contacted.

10. The Municipality shall be responsible for the disposal of all street sweeping debris properly.
11. All work shall be completed in accordance with the Occupational Health and Safety Act.

Signed and sealed this 5th day of March, 2012.

THE "MUNICIPALITY"

and

"THE COUNTY"

Kevin Eccles
Mayor signature

[Signature]
Director signature

Kevin Eccles
(please print)

M. J. Kelly
(please print)

[Signature]
Clerk Signature
CAO

[Signature]
Finance Director signature

CHRISTINE ROBINSON
(please print)

KEVIN WEPPLER
(please print)

MARCH 5, 2012
Date

February 16, 2012
Date