

Corporation of the Municipality of West Grey

By-law Number 22 - 2017

Being, A by-law to authorize the Mayor and CAO/Deputy Clerk to enter into a Street Sweeping 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 best interests of its ratepayers to enter into said agreement;

Now therefore the Council of the Corporation of the Municipality of West Grey hereby enacts as follows:

1. That the Mayor and CAO/Deputy Clerk are hereby authorized to enter into a Street Sweeping Agreement between the Municipality of West Grey and the County of Grey, attached as Schedule "A" to this by-law.
2. That this By-law shall be deemed to come into full force and effect on the date of its passing thereof.

* * * * *

Read a first and second time this 6th day of March, 2017.

Read a third time and finally passed this 6th day of March, 2017.

(Signed)
Kevin Eccles, Mayor

(Signed)
Larry Adams, CAO/Deputy Clerk

Schedule "A" to By-law Number 22 - 2017

Municipality of



County of Grey Street Sweeping Agreement

STREET SWEEPING AGREEMENT

THIS AGREEMENT made this 6th day of March, 2017, in duplicate.

BETWEEN:

THE CORPORATION OF THE COUNTY OF GREY

Hereinafter called the "County"

- and -

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

Hereinafter called the "Municipality"

WHEREAS the County has jurisdiction over various roads located within the urban areas of the Municipality of West Grey;

AND WHEREAS in the spring, road authorities undertake street sweeping operations and it is desirable to coordinate the timing of the sweeping of both the local municipal and County roads within a municipality;

AND WHEREAS, the County wishes for the Municipality to, and the Municipality agrees that it shall, undertake the initial street sweep on all 9.4 kilometres of Grey County roads located within the urban areas of the Municipality of West Grey;

NOW THEREFORE in consideration of the mutual terms and covenants herein contained, the Parties covenant and agree as follows:

1. Term

- 1.1 This Agreement shall be effective as of the date of execution and remain in effect through 3 seasons of spring street sweeping activities, including the season in 2019, hereinafter described as the "Term". The Agreement shall expire upon the activities described herein being completed following the 2019 spring street sweeping season, and in any event, no later than July 30, 2019.

2. Responsibilities of the Municipality

- 2.1 The Municipality shall attend to street sweeping on County roads within its urban areas as follows:
Town of Durham – Grey Roads 4 and 27 – 3.0 kms
Village of Neustadt – Grey Roads 9 and 10 – 2.8 kms
Village of Ayton – Grey Road 3 – 2.4 kms
Village of Elmwood – Grey Road 10 – 1.2 kms
- 2.2 The Municipality shall commence the street sweeping operations when appropriate in the spring and shall complete same prior to June 1 of each year during the Term of this Agreement.
- 2.3 The Municipality shall ensure that traffic control and signage is performed in accordance with Book 7 of the Ontario Traffic Manual – Temporary Conditions.
- 2.4 The Municipality shall not close any portion of the County road without prior written County approval.
- 2.5 The Municipality shall repair all damage to County property related to the work activity to current County standards. All such road repairs shall be the financial responsibility of the Municipality.
- 2.6 The Municipality shall notify the County at least 24 hours before the Municipality begins any work on the County road,
- 2.7 The Municipality shall be responsible for the proper disposal of all street sweeping debris as per Ontario Provincial Standard Specification 180, being the general specification for the management of excess materials in this province.
- 2.8 All work shall be completed in compliance with the Occupational Health and Safety Act.

- a) The Municipality is responsible for all costs associated with its workplace accidents and all premiums or assessments owing to the Workplace Safety and Insurance Board (WSIB), or insurance company if applicable for its own employees. If requested, the Municipality shall, throughout the Term of the Agreement, provide the County with evidence of coverage for itself, its employees, subcontractors and subcontractors' employees under the Workplace Safety and Insurance Act or insurance policy.
- b) The Municipality shall also comply, the Workplace Safety and Insurance Act (Ontario), the Human Rights Act, (Ontario), and applicable regulations under such legislation and all other legal obligations with respect to worker health, safety and treatment.

3. Financial Arrangements

- 3.1 The Municipality shall provide an estimate cost for the road sweeping to be provided, prior to the provision of that service.
- 3.2 The Municipality shall invoice the County based on 9.4 kilometres of County road to be swept under this Agreement, and upon completion of the spring street sweeping service, each year throughout the Term of the Agreement. The invoice shall reasonably reflect the previously submitted estimate for road sweeping. Any charges over and above the submitted estimate shall be mutually agreed upon between the County and the Municipality.
- 3.3 The County shall reimburse the Municipality within thirty (30) days of receipt of the invoice, each year throughout the Term of the Agreement.

4. Indemnification

- 4.1 The Municipality agrees to defend, indemnify and save and hold harmless the County from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of activities arising from, and its responsibilities under, this Agreement.
- 4.2 The County agrees to defend, indemnify and save and hold harmless the Municipality from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of activities arising from, and its responsibilities under, this Agreement

5. Insurance

- 5.1 Each Party shall, at its own expense, obtain and keep in force during the Term of this Agreement, Municipal Liability Insurance satisfactory to the other party, 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 \$5,000,000.00/occurrence;
 - b) Inclusion of the other party as an Additional Insured with respect to the operations of the named insured;
 - c) Cross Liability and Severability of Interest clauses;
 - d) Policies shall not be invalidated in respect to the interests of the Additional Insured by reason of any breach or violation on any warranties, representations, declarations or conditions;
 - e) Non-owned automobile coverage with a limit of at least \$5 Million Dollars (\$5,000,000) including SEF 96 (contractual liability);
 - f) Products and Completed Operations coverage with a limit of not less than \$5 Million Dollars (\$5,000,000).
- 5.2 The Municipality shall ensure that the entity performing the street sweeping service carries Automobile liability insurance for an amount not less than \$5,000,000.00 on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement.
- 5.3 Thirty (30) days' prior notice of an alteration, cancellation or material change in policy terms which reduces coverage for a Party shall be given in writing to the other Party.

- 5.4 Each Party shall provide the other Party with proof of insurance, prior to the commencement of work, in the form of an insurance certificate.
- 5.5 Both Parties agree to immediately notify the other party of any occurrence, incident or event which may reasonably be expected to expose either party to material liability of any kind in relation to the portions of County roads that are the subject of this Agreement.

6. Notice

- 6.1 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 the County:

County Clerk
County of Grey Administration Building
595 9th Avenue East
Owen Sound, ON N4K 3E3
Fax Number: 519-376-8998
Email: countyclerk@grey.ca

For the Municipality:

Municipality of West Grey
Mark Turner, Clerk
402813 Grey Road 4
Durham, ON N0G 1R0
Fax Number: 519-369-5962
Email: mturner@westgrey.com

7. Termination

- 7.1 Either party may terminate this Agreement upon giving to the other 30 days written notice of intention to terminate.
- 7.2 In addition, the County may terminate this Agreement without notice in the event of the breach of any provision herein by the Municipality.

8. Severability

- 8.1 Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

9. Entire Agreement

- 9.1 This Agreement constitutes the entire agreement between the parties with respect to the street sweeping operations and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the street sweeping operations except as provided in this Agreement.

10. Amendment of Agreement

- 10.1 None of the terms, conditions or provisions of this Agreement shall be held to have been changed, waived, varied, modified or altered by any act of statement of either party, their respective agents, servants or employees unless done so in writing signed by both parties.

11. Successors and Assigns

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

12. No Partnership

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

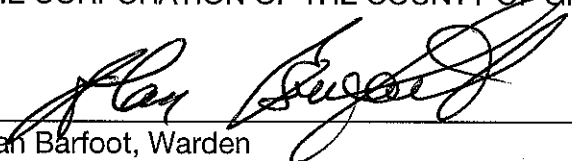
13. Dispute Resolution

13.1 A dispute between the parties relating to the interpretation or implementation of this Agreement will be addressed through good faith negotiation, with or without the assistance of a mediator. The parties agree that in the event that they are not able to reach a resolution of all the matters in dispute after mediation, then the matters remaining in dispute will be finally determined by arbitration in accordance with the provisions of the Ontario Arbitrations Act.

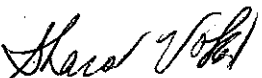
13.2 The location for any such arbitration hearing will be within the County of Grey at a location to be determined by the County.

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

THE CORPORATION OF THE COUNTY OF GREY:




Alan Barfoot, Warden




Sharon Vokes, County Clerk

We have the authority to bind the County.

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY:



Kevin Eccles, Mayor



~~Mark Turner, Clerk~~ Larry C. Adams, CAO

We have the authority to bind the Municipality.