

**CORPORATION OF THE MUNICIPALITY OF WEST GREY**  
**BY-LAW NUMBER 32 - 2012**

**BEING** a By-law to authorize the Mayor and CAO to enter into a Winter Maintenance Services Agreement between the Municipality of West Grey and Integrated Maintenance and Operation Services Inc. (IMOS), operating under the name of "Owen Sound Highway Maintenance Limited";

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

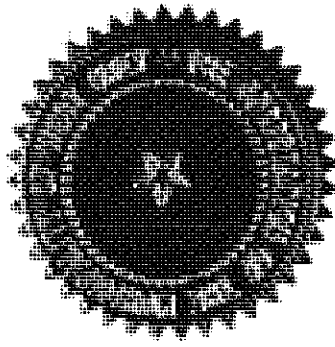
1. **THAT** the Mayor and CAO are hereby authorized to sign a Winter Maintenance Services Agreement with Integrated Maintenance and Operation Services Inc. (IMOS), operating under the name of "Owen Sound Highway Maintenance Limited", a copy of which is attached hereto as Schedule "A", and is hereby declared to form part of this by-law.
2. **THAT** By-law No. 50-2011 is hereby rescinded.
3. **THAT** this by-law shall come into force and take effect on the 31<sup>st</sup> day of October, 2012.

\*\*\*\*\*

Read a first and second time this 8th day of August, 2012.  
Read a third time and finally passed this 8th day of August, 2012.

Kevin Eccles  
Kevin Eccles, Mayor

Christine Robinson  
Christine Robinson, CAO



SCHEDULE "A" TO BY-LAW NO. 32 - 2012

MUNICIPALITY OF



WINTER MAINTENANCE SERVICES AGREEMENT

## CONNECTING LINK MAINTENANCE AGREEMENT

THIS AGREEMENT made in duplicate as of the 8<sup>th</sup> day of August, 2012

BETWEEN

The Corporation of the Municipality of West Grey  
402813 Grey Road #4, RR #2  
Durham, Ontario  
N0G 1R0

(hereinafter referred to as the "Municipality")

AND

Integrated Maintenance and Operations Services Inc.  
operating under the name of "Owen Sound Highway  
Maintenance Limited"  
2125 20<sup>th</sup> Avenue East, PO Box 457  
Owen Sound, Ontario  
N4K 5P7

(hereinafter referred to as "IMOS")

**WHEREAS** Highway 6 within the former Town of Durham is under the jurisdiction of the Municipality and connects to Highway 6;

**AND WHEREAS** the Ministry of Transportation has awarded the contract to provide maintenance on provincial highways in this area for the next 12 years to IMOS;

**AND WHEREAS** IMOS will travel over Highway 6 within the limits of the former Town of Durham in order to maintain Highway 6;

**AND WHEREAS** the Municipality has requested that IMOS provide winter maintenance services on Highway 6 within the former Town of Durham;

**AND WHEREAS** IMOS has agreed to provide such winter maintenance services on Highway 6 within the limits of the former Town of Durham upon the terms and conditions set out herein;

**NOW THEREFORE** in consideration of the covenants in this Agreement and for other good and valuable consideration (the receipt and sufficient of which are hereby acknowledged), the parties hereto agree as follows:

### TERM

1. IMOS hereby agrees to provide the winter maintenance services on Highway 6 within the limits of the former Town of Durham from 12:01 a.m. on October 31<sup>st</sup>, 2012 until 11:59 p.m. on April 1<sup>st</sup>, 2013.

### PAYMENT

2. The Municipality hereby agrees to pay IMOS on February 1<sup>st</sup>, 2013 one lump sum payment of \$10,351.50 plus HST for the winter maintenance services provided by IMOS pursuant to this Agreement.

**GENERAL PROVISIONS**

3. The Term and Payment conditions of this Agreement may be renewed annually, subject to the mutual agreement and authorization of the Municipality and IMOS.

**LEVEL OF SERVICES**

4. IMOS hereby agrees to provide such winter maintenance services and at the level of service specified in attached Schedule "A" to this Agreement.

**CONTACTS**

IMOS's contact shall be:

Gary Shaw, Operations Manager  
Integrated Maintenance and Operations Services Inc.  
c/o Owen Sound Highway Maintenance Limited  
2125 20<sup>th</sup> Avenue East, PO Box 457  
Owen Sound, ON., N4K 5P7

The Municipality's contact shall be:

Ken Gould, Director of Infrastructure and Public Works  
Municipality of West Grey  
402813 Grey Road #4, RR #2  
Durham, Ontario  
N0G 1R0

**INSURANCE**

5. The Municipality shall maintain, in full force and effect, adequate liability insurance at all times and throughout the term of this Agreement.

**AUTHORITY**

6. The Municipality warrants that it has taken all necessary steps, done all acts, passed all by-laws and obtained all approvals required to give it the authority to enter into this Agreement.

**IN WITNESS WHEREOF** the parties have duly caused this agreement to be executed.

Municipality of West Grey

Per: *Kevin Eccles*  
Kevin Eccles, Mayor

Integrated Maintenance and Operations Services Inc.,

Per: *Gary Shaw*  
Gary Shaw, Operations Manager

Per: *Christine Robinson*  
Christine Robinson, CAO

Per: *Daniel Gaudin*  
Admin Clerk, OSHML

*August 8, 2012*  
(Date)

*Aug 13 / 2012*  
(Date)

## SCHEDULE "A"

IMOS agrees to attempt to maintain one lane in each direction of the Municipality's Connecting Link as a Class 2 Highway in accordance with the Ministry of Transportation's Maintenance Quality Standards 701. The following points also form part of this Agreement:

1. The Agreement must be renewed annually. IMOS cannot guarantee that the work can be undertaken in subsequent years and will notify the Municipality as soon as possible if unable to provide future service.
2. The level of service will include patrolling, plowing, sanding and salting.