

CORPORATION OF THE MUNICIPALITY OF WEST GREY
BY-LAW NUMBER 51 - 2012

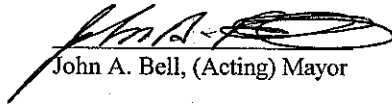
BEING a By-law to authorize the Mayor and CAO to enter into a Winter Maintenance Agreement between the Municipality of West Grey and the County of Grey;

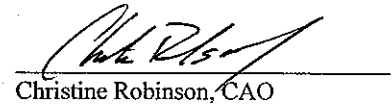
NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST GREY ENACTS AS FOLLOWS:

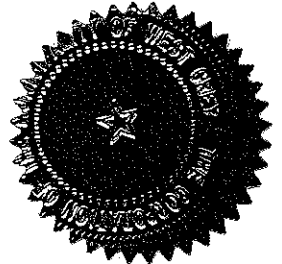
1. THAT the Mayor and CAO are hereby authorized to sign a Winter Maintenance Agreement with the County of Grey, a copy of which is attached hereto as Schedule "A", and is hereby declared to form part of this by-law.
2. THAT Bylaw Number 85-2009 is hereby rescinded.
3. THAT this by-law shall come into force and take effect on the date of passing.

Read a first and second time this 15th day of October, 2012.

Read a third time and finally passed this 15th day of October, 2012.


John A. Bell, (Acting) Mayor


Christine Robinson, CAO



SCHEDULE "A" TO BY-LAW NO. 51 - 2012

MUNICIPALITY OF

***West
Grey***

**WINTER MAINTENANCE AGREEMENT
WITH COUNTY OF GREY**

COUNTY OF GREY
WINTER MAINTENANCE AGREEMENT
2012/2013, 2013/2014 and 2014/2015

Agreement made this 15 day of October, 2012.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

Herein after referred to as "West Grey"

AND

THE CORPORATION OF THE COUNTY OF GREY

Herein after referred to as "Grey County"

WHEREAS West Grey has authority over Stone Hill Road in the Municipality of West Grey, in the County of Grey;

AND WHEREAS West Grey wishes to request that Grey County to provide winter maintenance services on Stone Hill Road;

AND WHEREAS Grey County wishes to invoice West Grey at the end of each winter season for costs incurred in providing those services;

NOW, THEREFORE, THIS AGREEMENT WITNESSTH THAT, in consideration of the mutual covenants set out below together with other good and valuable consideration (the receipt of which is acknowledged), the parties agree as follows:

1. Definitions

- a. "Agreement" means this Agreement and all instruments amending it;
- b. "Road" means the entire approximately 0.9 km of Stone Hill Road in the Municipality of West Grey, located along the southern boundary between the Municipality of West Grey and the Township of Southgate.
- c. "Winter Maintenance Season" means the continuous period of time between the fifteenth (15th) day of November and the first (1st) day of April.

2. Term and Termination

- a. This Agreement shall be effective on the date that it is signed by

both parties and shall continue until April 30, 2015.

- b. Notwithstanding 2.a., this Agreement may be terminated by either party during the period of May 1 to August 31 in any year in which this Agreement is current, upon thirty (30) days written notice.

3. Obligations of Grey County

- a. Grey County shall undertake all winter maintenance activities, including but not limited to the patrolling, plowing and spreading of materials for winter road conditions of the road, during each Winter Maintenance Season throughout the term of the Agreement.
- b. Grey County shall also attend to winter events on the Road that occur prior to November 15th and after April 1st until winter events have subsided at the end of each season. Both parties acknowledge that the level of service provided outside of the Winter Maintenance Season will be at a lower level than during the Winter Maintenance Season, but that it shall meet the Common Law test of reasonableness.
- c. The winter maintenance level of service to be provided by Grey County on the Road shall comply with Schedule "A" of this Agreement.

4. Obligations of West Grey

- a. West Grey shall be responsible for all removal of snow beyond the width of the road and shoulders if required.
- b. West Grey shall be responsible to provide snow blowing services required within the right of way.
- c. West Grey shall be responsible for the drainage maintenance of the Road, including but not limited to the clearing of ditches, curbs and gutters, catch basins, and storm drains.
- d. West Grey shall be responsible for the surface maintenance of the Road, including the repair of potholes, cracks and depressions.
- e. West Grey shall at all times be responsible for patrolling the Road and notifying Grey County of the needs prescribed in Schedule "A".

5. Reimbursement

- a. Grey County shall invoice West Grey for services provided on the Road not later than the 15th day of June following the Winter Maintenance Season in which the work was undertaken. The invoice shall be for the amount of \$1500 for the first year of the Agreement, and the amount invoiced shall increase by 2 percent per year in each subsequent year. West Grey shall provide payment to Grey County no later than 30 days from receipt of the statement.

6. Indemnification

- a. Grey County agrees to defend, indemnify and save and hold harmless West Grey 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 the winter maintenance of the Road referred to in this agreement as being the responsibility of Grey County to maintain.

- b. West Grey agrees to defend, indemnify and save and hold harmless Grey 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 obligations imposed on West Grey under the terms of this Agreement.

7. Insurance

- a. Each party shall, at its own expense, obtain and keep in force during the term of this Agreement, liability insurance satisfactory to the other party, including the following terms and minimum coverage and underwritten by an insurer licensed to conduct business in the Province of Ontario:
 - i. Municipal General Liability insurance on an occurrence basis for an amount of not less than Fifteen Million Dollars (\$15,000,000);
 - ii. inclusion of the other party as an Additional Insured with respect to the operations of the named insured;
 - iii. cross liability and severability of Interest clauses;
 - iv. policies shall not be invalidated as respects the interests of the Additional Insured by reason of any breach or violation on any warranties, representations, declarations or conditions;
 - v. non-owned automobile coverage with a limit of at least Ten Million Dollars (\$10,000,000) including contractual non-owned coverage;
 - vi. Products and completed operation coverage with an aggregate limit of not less than Fifteen Million Dollars (\$15,000,000);
 - vii. Automobile liability insurance for an amount not less than Ten Million Dollars (\$10,000,000) on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement; and
 - viii. a thirty day written notice of cancellation, termination or material change.
- b. Each party shall provide the other party proof of insurance, each year, in the form of an insurance certificate.
- c. 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 Road.

8. Force Majeure

Neither the County nor West Grey shall be held responsible for any damage or delays as a result of war, invasions, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, flood, human health

emergency, strikes and generally as a result of any event that is beyond the reasonable control of the County or West Grey.

The County and West Grey agree that in the event of a disaster or FORCE MAJEURE the parties will co-operate and the County will make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.

9. Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

10. Severability

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.

11. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the winter maintenance for the Road 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 winter maintenance for the Road except as provided in this Agreement and the attached Schedule "A".

12. Waiver and Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver, even if similar in nature, unless otherwise expressly provided.

13. Successors and Assigns

This Agreement shall enure 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.

14. Notice

Any notice required to be given by Grey County to West Grey shall be in writing and shall be sufficiently delivered if given to the West Grey Clerk

by personal delivery or prepaid post, c/o the West Grey Clerk, to:

Municipality of West Grey
402813 Grey Road 4
RR 2 Durham, Ontario
N0G 1R0

Any notice required to be given by West Grey to Grey County shall be in writing and shall be sufficiently delivered if given to the County Clerk by personal delivery or prepaid post, c/o the County Clerk, to:


County of Grey
595 9th Ave East
Owen Sound, ON
N4K 3E3

Notice delivered by mail shall be deemed to have been received on the fifth (5th) business day following the date of such mailing.

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:


John A. Bell, Acting KEVIN ECCLES, MAYOR, MUNICIPALITY OF WEST GREY


CHRISTINE ROBINSON, CAO, MUNICIPALITY OF WEST GREY

THE CORPORATION OF THE COUNTY OF GREY:


MICHAEL J. KELLY, DIRECTOR, TRANSPORTATION SERVICES,
COUNTY OF GREY


KEVIN WEPPLER, DIRECTOR, FINANCE, COUNTY OF GREY

Winter Maintenance Agreement

Schedule "A"

Level Of Service

Snow Accumulation

While the snow continues to accumulate, Grey County will deploy resources as soon as practicable after becoming aware that the snow accumulation is greater than set out on (Table 1) for a Class 5 Road. This only applies after the road surface is froze.

Icy Roadways

Grey County will deploy resources to treat an Icy Roadway as soon as practicable after becoming aware that the road is icy and will treat the icy roadway as set out in timeframe set out in (Table 2) for a Class 5 Road. This only applies after the road surface has froze.

Road Surface

The Municipality of West Grey will provide winter maintenance on Stone Hill Road whenever the road surface is not froze. West Grey will notify The Dundalk/Flesherton Patrol on the conditions of the road surface and determine who is maintaining it.

Table 1 – Snow Accumulation

Class of Roadway	Depth	Completion Time
1	N/A	N/A
2	5.0 cm	6 hours
3	5.0 cm	6 hours
4	8.0 cm	16 hours
5	10.0 cm	24 hours
6	15.0 cm	48 hours



75 Main Street North, Princeton, ON N0J 1V0

Phone: 800-265-4000 Fax: 519-458-4366

CERTIFICATE OF INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURED'S FULL NAME AND MAILING ADDRESS CORPORATION OF THE COUNTY OF GREY NINTH AVENUE EAST OWEN SOUND, ON N4K 3E3	BROKER'S FULL NAME AND MAILING ADDRESS Carruthers Nicol Insurance Inc. 985 2nd Avenue East Owen Sound, ON N4K 2H5
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Supplementary Schedule

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE	EXPIRY DATE	LIMITS OF LIABILITY <small>(Canadian dollars unless indicated otherwise)</small>	
MUNICIPAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE or <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND/OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> EMPLOYERS LIABILITY <input checked="" type="checkbox"/> PERSONAL INJURY <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> HIRED AUTOMOBILES <input checked="" type="checkbox"/> PROFESSIONAL / MALPRACTICE LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> ENVIRONMENTAL LIABILITY <input type="checkbox"/> CLAIMS MADE	Subscribing Companies as Identified in CP80476	January 1, 2012	January 1, 2013	BODILY INJURY & PROPERTY DAMAGE EACH OCCURRENCE	\$15,000,000
				GENERAL AGGREGATE	
				PERSONAL INJURY	INCLUDED
				MEDICAL PAYMENTS (Any One Person)	
	CP80476	January 1, 2012	January 1, 2013	TENANTS LEGAL LIABILITY	INCLUDED
				NON-OWNED AUTO	\$10,000,000
				PROFESSIONAL / MALPRACTICE LIABILITY	INCLUDED
				OCCURRENCE	AGGREGATE
LIMIT	AGGREGATE				
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input checked="" type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** <small>** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</small>	AL55775	January 1, 2012	January 1, 2013	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$10,000,000
				BODILY INJURY (Per Person)	
				BODILY INJURY (Per Accident)	
				PROPERTY DAMAGE	
OTHER <input type="checkbox"/> CLAIMS MADE or <input type="checkbox"/> OCCURRENCE				LIMIT	AGGREGATE
				LIMIT	DEDUCTIBLE
				OCCURRENCE	AGGREGATE
				Valuation	
PROPERTY <input type="checkbox"/> PROPERTY "ALL RISKS" <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>				Deductibles ALL OTHER	
				EARTHQUAKE	FLOOD

ADDITIONAL INSURED NAME AND MAILING ADDRESS THE CORPORATION OF THE MUNICIPALITY OF WEST GREY 402813 GREY ROAD 2, RR2 DURHAM, ON N0G 1R0 <input type="checkbox"/> Supplementary Schedule Fax _____ Interest to Insured "With respect to Liability Only"	DESCRIPTION OF OPERATIONS / LOCATIONS / AUTOMOBILES / SPECIAL ITEMS WITH RESPECT TO THE AGREEMENT WITH THE NAMED INSURED FOR WINTER ROAD MAINTENANCE
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CERTIFICATE HOLDER - NAME AND MAILING ADDRESS THE CORPORATION OF THE MUNICIPALITY OF WEST GREY 402813 GREY ROAD 2, RR2 DURHAM, ON N0G 1R0 Fax _____ Email _____	CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named on the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its brokers or representatives. <div style="text-align: right; font-family: cursive;">Sarah Fletcher</div>
	November 16, 2012