

The Corporation of the Municipality of West Grey

By-law Number 58 - 2015

Being, A by-law to authorize the Mayor and CAO/Deputy Clerk to enter into a County Facility Usage Agreement between the County of Grey and Municipality of West Grey;

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

1. That the County Facility Usage Agreement between the County of Grey and the Municipality of West Grey, attached hereto as Schedule "A" is hereby approved.
2. That the Mayor and CAO/Deputy Clerk are hereby authorized to sign the County Facility Usage Agreement.
3. That the County Facility Usage Agreement, attached as Schedule "A", hereto becomes 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 20th day of August, 2015.

Read a third time and finally passed, this 20th day of August, 2015.

(Signed)
Mayor- Kevin Eccles

(Signed)
CAO/Deputy Clerk – Larry C. Adams

Schedule “A” to By-law Number 58 – 2015

Municipality of



Grey County Facility Usage Agreement

COUNTY FACILITY USAGE AGREEMENT

THIS AGREEMENT, made this 25 day of August, 2015, between the Corporation of the County of Grey, hereinafter designated as "the County" and Corporation of the Municipality of West Grey, hereinafter designated as "the User",

WITNESSETH, In consideration of the covenants and conditions, hereinafter contained; It is hereby agreed by and between the parties, hereto as follows:

1. The County hereby grants to the User, the use of the following described premises, owned by the County, for the following period or periods:

a. Building(s) or premises name(s) and name of area of facility being requested for use:

Ayton Depot property, located at 112735 Grey Road 3, hereinafter referred to as "the Premises";

b. Dates/Time periods (the "Term"):

August 12, 2015 to October 30, 2015

Upon execution of this Agreement, the User shall obtain permission from the County of Grey Patrol "C" Area Foreman prior to using the Premises. Permission will only be granted if the usage does not impede Grey County activities. West Grey Fire Service shall call the County at least 48 hours before each scheduled event to obtain permission to use the facility on the date requested.

2. The Premises will be used by the User specifically for the activities described as follows:

Practicing and completing the Fire Department Water Tanker Shuttle Accreditation (see attached). This will include placing potable tanks and a pumper in the patrol yard as per the attached drawing, shuttling water via trucks. The pumper will discharge the water from the potable tanks into the catch basin. Two safety officers will be directing operations as per the attached drawing.

The activities will commence about approximately 6:00 pm and lasting approximately five hours and there will be no County staff present during the events.

Any other type of usage of the Premises by the User must receive prior written consent of the County.

3. The User shall pay in advance all necessary fees, if applicable, based on the usage of the Premises.

The total amount of one dollar shall be payable with this Agreement.

4. Use of the Premises under this Agreement may begin only after both parties have provided signatures, any and all fees have been paid by the User, and documentation required under this Agreement has been provided to the County by the User. This

Agreement shall remain in effect until either party provides written notice to the other of its wish to terminate the Agreement for any reason, or upon satisfaction of the terms of the Agreement.

5. The User shall not assign, transfer, or sublet this Agreement for the Premises, or any part thereof without the prior written consent of the County.

6. The User shall defend, indemnify and hold harmless the County, its officers, volunteers, and employees from and against any and all liabilities, claims, demands, losses, costs, expenses, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the use of said facility 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 User, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the Premises or any part thereof and/or as a result of activities under this Agreement. This clause shall survive the termination of this Agreement.

7. Prior to the execution of this Agreement, the User shall, at its expense, obtain and keep in force during the Term of this Agreement:

7.1 Commercial General Liability Insurance satisfactory to the County, 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 an additional insured;
- c) The policy shall contain a provision for cross liability in respect of the named insured, and severability of interests;
- d) Non-owned automobile coverage with a limit of at least \$5,000,000 including SEF 96 (contractual liability);
- e) Products and completed operations coverage 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 coverage shall be given in writing to the County;

7.2 Standard Automobile policy with liability limits of no less than \$5 million in respect of each owned or leased vehicle.

8. Health & Safety, WSIB:

a) The User confirms that it has Health and Safety policies and procedures in place with respect to the performance of the specific services which it is responsible to perform under this Agreement, and agrees to provide those policies and procedures to the County upon request.

b) The User 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. The User 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.

c) The User shall comply with the Occupational Health and Safety Act (Ontario), the Workplace Safety and Insurance Act (Ontario), the Human Rights Act (Ontario), and applicable regulations under such legislation as well as the County's workplace health and safety policies and all other legal obligations with respect to worker health, safety and treatment and the User hereby agrees to defend, indemnify and hold the County, its

elected officials, officers, employees, representatives and agents harmless from and against any and all liabilities, claims, demands, suits, losses, fines, surcharges, damages, costs and expenses (including legal fees and disbursements) arising out of the User's failure to comply with such laws, regulations, policies and obligations.

9. The User shall keep and/or restore the Premises to a neat and orderly condition.

10. The User shall prohibit the use and/or dispensation of alcoholic beverages on the Premises.

10. The User agrees to abide by and/or enforce all applicable rules and regulations governing the use and/or occupancy of the Premises.

11. Any violation for the above terms and conditions of this usage agreement by the User, guests, or invitees, shall be considered as a breach of this Agreement and said Agreement shall be subject to cancellation at the sole discretion of the County upon provision of written notice to the User.

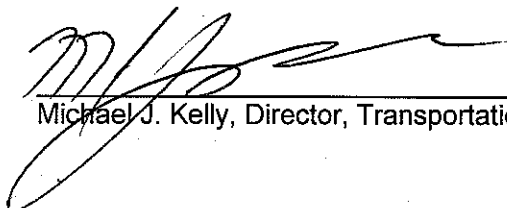
12. Any notice to be given in connection with this Agreement shall be given in writing and may be given by personal delivery, registered mail, fax or email, and addressed to the recipient as follows:

For the County: County Clerk,
Corporation of the County of Grey
595 9th Ave E
Owen Sound, ON N4K 3E3

For the User: Municipality of West Grey
402813 Grey Road 4, RR 2
Durham, ON., N0G 1R0
Attn: Larry C. Adams, CAO/Deputy Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and date first above written.

Corporation of the County of Grey:



Michael J. Kelly, Director, Transportation Services Department

User Organization: The Corporation of the Municipality of West Grey

Kevin Eccles, Mayor
Print Name

Kevin Eccles.
Signature

Larry C. Adams, CAO/Deputy Clerk
Print Name

Larry C. Adams
Signature

I/we have the authority to bind the User organization.