

CORPORATION OF THE MUNICIPALITY OF WEST GREY
BY-LAW NUMBER 66 - 2013

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 **THAT** By-law No. 32-2012 is hereby rescinded.
3. **THAT** this by-law shall come into force and take effect on the 15th day of October, 2013.

* * * * *

Read a first and second time this 7th day of August, 2013.

Read a third time and finally passed this 7th day of August, 2013.

(SIGNED)
Kevin Eccles, Mayor

(SIGNED)
Mark Turner, Clerk/Acting CAO

SCHEDULE “A” TO BY-LAW NO. 66 - 2013

MUNICIPALITY OF



WINTER MAINTENANCE SERVICES AGREEMENT

This Agreement for winter maintenance services made this ____ day of_____, 2013

BETWEEN:

Integrated Maintenance and Operations Services Inc.
Operating under the name of “Owen Sound Highway Maintenance
Limited”
(hereinafter referred to as “IMOS”)

-and-

The Corporation of the Municipality of West Grey
(hereinafter referred to as the “Municipality”)

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

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 limits of the former town of Durham and it is cost-efficient to provide such services.

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:

1. **Term:** 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. October 15, 2013 until 11:59 p.m. April 30, 2014.

2. **Level of Service:** IMOS hereby agrees to provide such winter maintenance services and at the level of service specified in attached Schedule “A” to this Agreement.

3. **Contacts:**

IMOS’ contact shall be:

Dave Chessell, Operations Manager
PO Box 309
Chatsworth, ON N0H 1G0
(519) 348-4951

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, ON
N0G 1R0

4. **Indemnification:** The Municipality shall indemnify and hold harmless IMOS and its contractors, agents, their officers and employees from and against all claims, demands, losses, expenses, costs, damages, actions suits or proceedings by third parties, hereinafter called "Claims", directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the services, provided such Claims are:

- a) attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property;
- b) caused by negligent acts of IMOS or its contractor or anyone for whose acts IMOS or its contractors may be liable; and,
- c) made in writing within a period of (2) years from the date that the services are completed.

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

6. **Payment:** The Municipality hereby agrees to pay IMOS on February 1, 2014, one lump sum payment of \$10,351.50 plus HST for the winter maintenance services provided by IMOS pursuant to this Agreement.

7. **Authority:** 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 IMOS and the Municipality, by their duly authorized representatives, have hereunto set their signatures on the dates herein written below.

IMOS

The Corporation of the Municipality
of West Grey

Dave Chessell, Operations Manager
Integrated Maintenance and Operations
Services Inc.

Mayor

Clerk

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.
3. Snow removal adjacent to the through lanes will not be included in this agreement.