

CORPORATION OF THE MUNICIPALITY OF WEST GREY
BY-LAW NUMBER 50 - 2011


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 the Ministry of Transportation Ontario;

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 the Ministry of Transportation Ontario, 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 **THAT** By-law No. 56-2010 is hereby rescinded.
3. **THAT** this by-law shall come into force and take effect on the 31st day of October, 2011.

Read a first and second time this 3rd day of August, 2011.

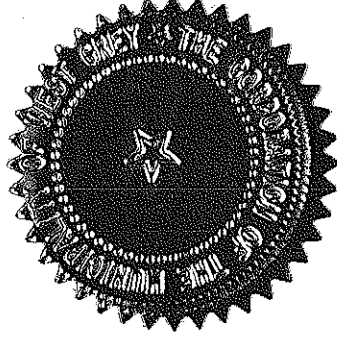
Read a third time and finally passed this 3rd day of August, 2011.



Kevin Eccles, Mayor



Christine Robinson, CAO



SCHEDULE "A" TO BY-LAW NO. 50 - 2011

MUNICIPALITY OF



WINTER MAINTENANCE SERVICES AGREEMENT

This Agreement for winter maintenance services made this 3rd day of August, 2011

BETWEEN:

Her Majesty the Queen in the right of Ontario, represented
by the Minister of Transportation for the Province of Ontario

(the "Ministry")

-and-

The Corporation of the Municipality of West Grey

(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 the Ministry will travel over Highway 6 within the former Town of Durham in order to maintain Highway 6.

AND WHEREAS the Municipality has requested that the Ministry provide winter maintenance services on Highway 6 within the former Town of Durham and it is cost-efficient to provide such services.

AND WHEREAS the Ministry has agreed to provide such winter maintenance services on Highway 6 within 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:** The Ministry hereby agrees to provide the winter maintenance services on Highway 6 within the former Town of Durham from 12:01 a.m. October 31, 2011 until 11:59 p.m. April 1, 2012.
2. **Level of Service:** The Ministry hereby agrees to provide such winter maintenance services and at the level of service specified in attached Schedule "A" to this Agreement.

3. **Contacts:**

The Ministry's contact shall be:

Michael Kelly, Area Contracts Engineer
1450 7th Avenue East
Owen Sound ON N4K 2Z1
519-372-4035

The Municipality's contact shall be:

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

4. **Indemnification:** The Municipality shall indemnify and hold harmless the Ministry 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 the Ministry or its contractor or anyone for whose acts the Ministry 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 the Ministry on February 1, 2012, one lump sum payment of \$10,050.00 plus HST for the winter maintenance services provided by the Ministry 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 the Ministry and the Municipality, by their duly authorized representatives, have hereunto set their signatures on the dates herein written below.

MINISTRY OF
TRANSPORTATION

Ann Baldwin, Regional Director
West Region, Ministry of Transportation

The Corporation of the Municipality
of West Grey

Kenneth E. ...
Mayor

Cherie ...
Clerk CAO

Schedule 'A'

The Ministry 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. MTO 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.
4. One lane in each direction will be attempted to be maintained as per Class 2 of the Ministry of Transportation's Maintenance Quality Standard 701. Auxiliary lanes and shoulders will be plowed only as time and conditions permit.
5. Every attempt will be made to meet the level of service with the available resources, however, it is recognized that there will be times when the level of service identified will not be achieved.