THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA

BY-LAW NUMBER 97-2012

Being a By-Law to Authorize the Mayor and Clerk to Sign an Agreement with Integrated Maintenance and Operations Services Inc. to Provide Winter Maintenance Services on Highway 6 within the Town

WHEREAS Section 8 of the Municipal Act, 2001, Chapter 25, as amended, provides that Section 8 shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues;

AND WHEREAS Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Town of South Bruce Peninsula has deemed it expedient to enter into an agreement with Integrated Maintenance and Operations Services Inc. to provide winter maintenance services on Highway 6 within the Town.

NOW THEREFORE THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA ENACTS AS FOLLOWS:

1. THAT the Mayor and Clerk are hereby authorized to sign an agreement with Integrated Maintenance Operations Services Inc. to provide winter maintenance services on Highway 6 within the Town.

2. THAT the agreement referred to herein shall be attached hereto and form part of this by-law.

READ a FIRST and SECOND time this 17th day of July, 2012.

MAYOR

CLERK

READ a THIRD time and FINALLY PASSED this 17th day of July, 2012.

MAYOR

CLERK
This agreement for winter maintenance services made this 17th day of July, 2012

BETWEEN

Integrated Maintenance and Operations Services Inc.,
hereinafter referred to as the contractor

AND

The Corporation of the Town of South Bruce Peninsula,
hereinafter referred to as the Town

WHEREAS Highway 6 within the former Town of Wiarton, now the Town of South Bruce Peninsula is under the jurisdiction of the Town and connects to Highway 6;

AND WHEREAS the contractor will travel over Highway 6 within the former Town of Wiarton, now the Town of South Bruce Peninsula in order to maintain Highway 6;

AND WHEREAS the Town has requested that the contractor provide winter maintenance services on Highway 6 within the former Town of Wiarton, now the Town of South Bruce Peninsula and it is cost efficient to provide such services;

AND WHEREAS the contractor has agreed to provide such winter maintenance services on Highway 6 within the former Town of Wiarton, now the Town of South Bruce Peninsula 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 sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. TERM

The contractor hereby agrees to provide the winter maintenance services on Highway 6 within the former Town of Wiarton, now the Town of South Bruce Peninsula from 12:01 am October 31, 2012 until 11:59 pm April 1, 2013.

The agreement must be renewed annually as the contractor cannot guarantee that the work can be undertaken in subsequent years and will notify the Town as soon as possible if unable to provide future service.

2. LEVEL OF SERVICE

The contractor hereby agrees to attempt to maintain one lane in each direction of the Town’s Connecting Link as a Class 2 Highway in accordance with the Ministry of Transportation Maintenance Quality Standards 701.
Auxiliary lanes and shoulders will be plowed only as time and conditions permit.

The level of service will include patrolling, plowing, sanding and salting.

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

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.

3. CONTACTS

The contact for the contractor shall be:

Integrated Maintenance and Operations Services Inc.
Owen Sound Highway Maintenance Limited
2125 20th Avenue East
PO Box 457
Owen Sound ON N4K 5P7

Attention: Operations Manager

The contact for the Town shall be:

The Town of South Bruce Peninsula
315 George Street
PO Box 310
Wiarton ON N0H 2T0

Attention: Manager of Public Works

Any changes in contact information will be communicated one party to the other.

4. INDEMNIFICATION

The Town shall indemnify and hold harmless the contractor and its agents, their officers and employees from and against all claims, demands, losses, expenses, costs, damages, action 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 contractor or anyone for whose acts the contractor or its agents, officers or employees may be liable, and;
5. **INSURANCE**

The Town shall maintain in full force and effect adequate liability insurance at all times and throughout the term of this agreement.

6. **PAYMENT**

The Town hereby agrees to pay the contractor on February 1, 2012, one lump sum payment of $7,879.50 for the winter maintenance services provided by the contractor pursuant to this agreement.

7. **AUTHORITY**

The Town 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 contractor and the Town by their duly authorized representatives have hereunto set their signatures on the dates herein written below.

Integrated Maintenance and Operations Services Inc.

---

The Corporation of the Town of South Bruce Peninsula

Signature: [Signature]

Date: [Date]

Mayor: [Signature]

Date: [Date]

Clerk: [Signature]

Date: [Date]