The Corporation of the Town of South Bruce Peninsula

By-Law Number 95-2014

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 7th day of October, 2014.

[Signatures]
Mayor
Clerk

Read a third time and finally passed this 7th day of October, 2014.

[Signatures]
Mayor
Clerk
This Agreement for winter maintenance services made this ____ day of______, 2014

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 Town of South Bruce Peninsula

(hereinafter referred to as the “Municipality”)

WHEREAS Highway 6 within the former Town of Wiarton 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 Wiarton 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 Wiarton 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 Wiarton 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 Wiarton from 12:01 a.m. October 15, 2014 until 11:59 p.m. April 30, 2015.

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:
   Tom Gray, Manager of Public Works
   The Town of South Bruce Peninsula
   315 George Street
   PO Box 310
   Wiarton, ON
   N0H 2T0
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 two lump sum payments of $4,460.00 plus HST for the winter maintenance services provided by IMOS pursuant to this Agreement. Invoices will be issued by IMOS to the Municipality on December 31st, 2014 and February 28th, 2015.

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

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

The Corporation of the Town of South Bruce Peninsula

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.