



**The Corporation of the Municipality of West Grey
Bylaw No. 89-2022**

Being a bylaw to authorize entering into a winter maintenance services agreement with Integrated Maintenance and Operations Services Inc. operating under the name of "Owen Sound Highway Maintenance Limited";

Whereas section 5(3) of the Municipal Act, 2001, as amended, provides that a municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by bylaw unless the municipality is specifically authorized to do otherwise; and

Whereas the council of the Corporation of the Municipality of West Grey deems it desirable to enter into a winter maintenance services agreement with Integrated Maintenance and Operations Services Inc. operating under the name of "Owen Sound highway Maintenance Limited", hereinafter referred to as IMOS;

Now therefore be it resolved that the Council of the Corporation of the Municipality of West Grey hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute the Agreement with IMOS for winter maintenance services, identified as Schedule "A" and attached hereto.
2. That Schedule "A" shall form an integral part of this bylaw.
3. That this bylaw shall come into force and take effect upon the date of final passing.

Read a first, second and third and final time this 1st day of November, 2022.

Mayor Christine Robinson

Clerk Jamie Eckenswiller

Schedule "A" to Bylaw 89-2022

This Agreement for winter maintenance services made this 1st day of November, 2022

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, 2022 until 11:59 p.m. April 30, 2023.

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:

Greg Smart, Operations Manager
PO Box 309
Chatsworth, ON N0H 1G0
(519) 387-0563

The Municipality's contact shall be:

Director of Infrastructure and Public Works
Municipality of West Grey
402813 Grey Road #4, RR#2
Durham, ON
N0G 1R0
(519) 369-2200 Ext. 227

4. **Insurance/Workplace Safety & Insurance:** Before signing the Agreement, the Municipality may require that the Contractor furnish certificates or affidavits to show that:

- a) His employees are currently covered by the Workplace Safety and Insurance Board
- b) He has General Liability and Property Damage Insurance in the amount of Five Million Dollars (\$5,000,000.00). The policy shall be endorsed to provide that it shall not be altered, cancel or lapse without 30 days notice to the Municipality.
- c) He has Standard Automobile Insurance Coverage providing third party limits of at least Two Million Dollars (\$2,000,000.00) on all licensed vehicles in the performance of services required in this contract.
- d) The Municipality shall maintain, in full force and effect, adequate liability insurance at all times and throughout the term of this Agreement.

5. **Payment:** The Municipality hereby agrees to pay IMOS two lump sum payments of \$10,725.33 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, 2022 and February 28th, 2023.

6. **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



Greg Smart, Operations Manager
Owen Sound Highway Maintenance Ltd.

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. 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.