

**THE CORPORATION OF THE TOWNSHIP OF MCGARRY**

**BY-LAW NO. 2017-37**

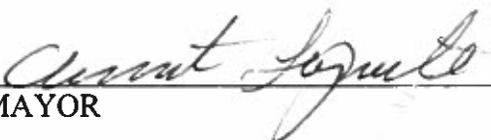
**Being a By-Law to authorize entering into an agreement with the Ministry of Transportation and The Corporation of the Township of McGarry for winter maintenance services.**

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NOW THEREFORE Council of the Township of McGarry enacts as follows:

1. THAT Council of the Township of McGarry agrees to enter into an agreement with the Ministry of Transportation for winter maintenance services.
2. THAT the Mayor and Clerk be and are hereby authorize to execute the agreement and schedule "A", attached to and forming part of this By-Law.
3. THAT this By-Law shall come into effect upon the date of its passing.

Read a first, second and third time and passed this 14<sup>th</sup> day of November, 2017.

  
MAYOR

  
CLERK-TREASURER

This Agreement for winter maintenance services made this 14<sup>th</sup> day of November, 2017.

**BETWEEN:**

**Her Majesty the Queen in right of Ontario as  
represented by the Minister of Transportation,**

(Hereinafter called the "Ministry"),

- and -

**The Township of McGarry,**

(Hereinafter called the "Municipality").

**WHEREAS** the highways commonly known as Highway 7312 (Government Road) and Highway 7313 (Lagoon Access Road) in McGarry Township located within the Municipality and described in Schedule "A" attached hereto and forming part of this Agreement are presently highways under the jurisdiction and control of the Ministry;

**AND WHEREAS** the Ministry intends to transfer these Roads to the Municipality in due course;

**AND WHEREAS** the Municipality has offered to carry out winter ~~and summer~~ maintenance services on the Roads;

**AND WHEREAS** the Ministry has agreed to accept the Municipality's offer upon the mutually agreed upon terms and conditions as set out herein.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the covenants and premises in this Agreement and for other good and valuable consideration (the receipt and sufficient of which are hereby acknowledged), the Ministry and the Municipality agree as follows:

1. In this agreement,
  - (a) "Area Engineer" means the Ministry's Area Contracts Engineer for the New Liskeard area.
2. The Municipality agrees to provide winter maintenance services on the Roads in accordance with this Agreement from the execution of this Agreement until this Agreement is terminated by the transfer of the Roads to the Municipality or the earlier termination of this Agreement by either party upon 60 days prior notice or on such other date as the Parties may agree in writing.
3. The Municipality shall carry out the winter maintenance services described in Schedule "A" attached hereto and forming part of this Agreement at the level of service specified therein, both of which may from time to time be amended by the parties or which may be amended upon the direction by the Area Engineer.
4. The Municipality shall supply all necessary labour, materials, and equipment required to carry out such winter maintenance services in accordance with the Ministry's winter maintenance standards.
5. The Ministry shall pay the Municipality \$10,000 (per year) for winter maintenance services agreed upon by this Agreement; and the Parties shall mutually agree upon a payment schedule convenient to both.
6. The Ministry agrees to apply the Inflation Adjustment Factor (IAF) for each year and it will be based on the Ontario Consumer Price Index (CPI) %.
7. The Ministry shall pay the Municipality's accounts within thirty days of their receipt.
8. The Municipality shall keep separate and detailed records of the material usage (i.e. salt and sand) for winter maintenance services pursuant to this Agreement and make these records available for examination by the Ministry upon request for a 24-month period from the termination date of this Agreement.
9. The Municipality will report the work completed for winter maintenance services to the Area Engineer in a manner consistent with the Ministry's maintenance management system that the Ministry shall explain to the Municipality prior to and at the time of the execution of this Agreement.

10. For greater clarity, the Municipality understands and agrees that the maintenance management system includes performance measures and outcome targets in respect of winter maintenance services that are specifically set out in the Ministry's Performance Requirement 2002 – Winter Maintenance ("Winter Maintenance Standards"). The Municipality acknowledges that it has been given a copy of the Winter Maintenance Standards and that these standards shall be incorporated into this Agreement by this reference.
11. The Municipality shall carry out the winter maintenance services for the term of this agreement commencing November 1, 2017 and terminating on April 22, 2018.
12. The winter maintenance season designated by the Area Engineer shall commence for the term of this agreement on October 22nd and terminate on April 22nd.
13. The Ministry may audit the Municipality for its performance of the Winter Maintenance Standards.
14. The Municipality shall indemnify and save harmless the Minister from any losses, costs, damages, suits, or expenses arising out of or connected with the performance of the winter maintenance services contemplated by this Agreement and attributable to the negligence of the Municipality or any person for whom the Municipality is responsible at law.
15. The Municipality shall maintain, in full force and effect, adequate liability insurance at all times throughout the term of this Agreement and such insurance shall include the following:
  - (a) commercial general liability insurance with limits of not less than \$5,000,000.00 (five million dollars) inclusive per occurrence against the risk of injury, loss or damage to the person(s) or property of others;
  - (b) road liability insurance; and,
  - (c) automobile liability insurance for both owned and non-owned vehicles with limits of not less than \$5,000,000.00 (five million dollars) inclusive per occurrence for bodily injury, death and damage to property.

16. All insurance policies shall include:
  - (a) Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation as an additional insured, but only in respect of services performed under this Agreement on behalf of the Ministry;
  - (b) the policy of general liability insurance shall contain a cross liability clause endorsement; and,
  - (c) the Municipality shall provide the Area Engineer with proof of insurance upon request.
17. The Municipality shall incorporate in its contract(s), if any, for the hired equipment or any other contract(s) to perform the winter maintenance services, which shall operate or work on the Roads, under the supervision of the Municipality during the term of this Agreement, the requirement that the contractor indemnify the Ministry and the Municipality to at least the same extent or better as provided by the Municipality to the Ministry pursuant to this Agreement. As well, the Municipality shall be responsible for calling out such contractor(s) and for making payment directly thereto and resolving any and all liens in respect of such services.
18. Any notice or other written communication intended for the Ministry shall be effectively given if sent by ordinary mail or other appropriate means of delivery to the Area Contracts Engineer at 704024 Rockley Road, New Liskeard, Ontario, P0J 1P0.
19. Any notice or other written communication intended for the Municipality shall be effectively given is sent by ordinary mail or other appropriate means of delivery to the Township of McGarry, at 27 Webster Street, PO Box 99, Virginiatown, Ontario, P0K 1X0.
20. The Municipality covenants that it has the statutory authority to enter into this agreement and warrants that it has done all acts necessary to authorize it to do so.
21. The Ministry or the Municipality shall have the right to terminate this Agreement by giving written notice to the other party.

**IN WITNESS WHEREOF** the Minister of Transportation by delegation has hereunto set his hand and seal and the Municipality has caused its corporate seal to be affixed hereto attested by the hands of its Mayor and Clerk.

Signed and Sealed at Township of McGarry, this 14<sup>th</sup> day of NOVEMBER, 2017.

**The Corporation of the Township of McGarry**

*Clément Lynde*  
MAYOR -

*Sylvia Costo*  
Clerk -

Signed and Sealed at North Bay, this 14<sup>th</sup> day of NOVEMBER, 2017.

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Transportation**

\_\_\_\_\_  
Area Contracts Engineer



**SCHEDULE "A" - WINTER MAINTENANCE SERVICES**

For greater clarity in this Schedule and the Agreement, Government Road and Lagoon Access Road are described as follows:

Road Name	Road Limits	Maintenance Class
Government Road	From Jct Hwy 66/ Government Road to Kerr Mine Road (approximately 537 metres)	5
Lagoon Access Road	From Jct Government Road westerly (approximately 158 metres)	5

**WINTER MAINTENANCE SERVICES**

The Municipality hereby agrees to provide such winter maintenance services for the Roads described herein such that it meets or exceeds the following levels of service:

Government Road and Lagoon Access Road shall be serviced at a Class 5 service level minimum, such level of service to achieve snow pack conditions within 24 hours after the end of the winter storm event during the term of this Agreement.

For greater clarity,

1. Snow clearing shall include:

- (a) plowing;
- (b) winging back;
- (c) snow removal;

2. Sanding shall include:

- (a) spreading of sand on road surfaces;
- (b) stockpiling; and
- (c) loading.

In addition to the above, the Municipality shall perform such other winter maintenance services as may be agreed upon by the Parties from time to time.

CORPORATION OF THE TOWNSHIP OF MCGARRY

BY-LAW NO. 2017-37

By-Law to authorize entering into an agreement with the Ministry of Transportation and The Corporation of the Township of McGarry for winter maintenance services.

By-Law  
2017-37

RECEIVED NOV 28 2017

WHEREAS the Council of the Township of McGarry enacts as follows:

1. THAT the Council of the Township of McGarry agrees to enter into an agreement with the Ministry of Transportation for winter maintenance services.

2. THAT the Mayor and Clerk be and are hereby authorize to execute the agreement and schedule "A", attached to and forming part of this By-Law. 3. THAT this By-Law shall come into effect upon the date of its passing.

Read a first, second and third time and passed this 14<sup>th</sup> day of November, 2017.

Arant Lopez  
MAYOR

Suzanne Cole  
CLERK-TREASURER

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**AND WHEREAS** the Ministry intends to transfer these Roads to the Municipality in due course;

**AND WHEREAS** the Municipality has offered to carry out winter and ~~summer~~ maintenance services on the Roads;

**AND WHEREAS** the Ministry has agreed to accept the Municipality's offer upon the mutually agreed upon terms and conditions as set out herein.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the covenants and premises in this Agreement and for other good and valuable consideration (the receipt and sufficient of which are hereby acknowledged), the Ministry and the Municipality agree as follows:

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IN WITNESS WHEREOF the Minister of Transportation by delegation has hereunto set his hand and seal and the Municipality has caused its corporate seal to be affixed hereto attested by the hands of its Mayor and Clerk.

Signed and Sealed at Township of McGarry, this 14<sup>th</sup> day of NOVEMBER, 2017.

The Corporation of the Township of McGarry

*Clément Liguori*  
MAYOR -

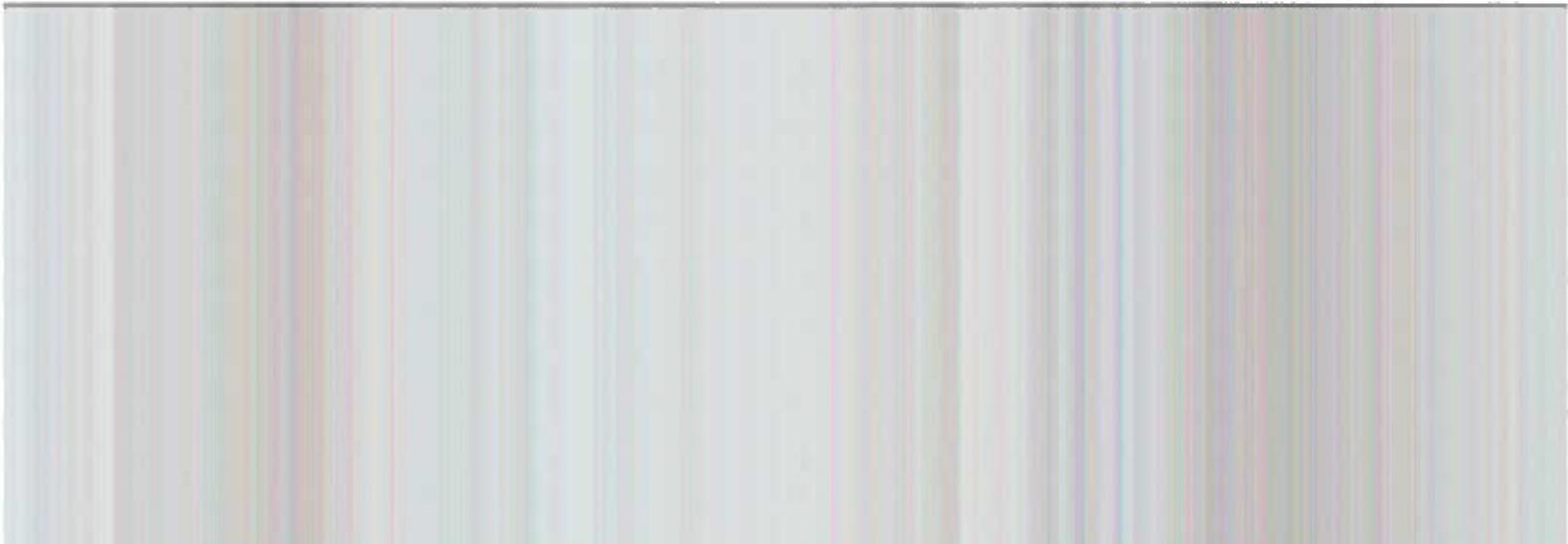
*Suzanne Côté*  
Clerk -

Signed and Sealed at North Bay, this 14<sup>th</sup> day of NOVEMBER, 2017.

Her Majesty the Queen in right of Ontario  
as represented by the Minister of Transportation

*[Signature]*  
Area Contracts Engineer

*Nov 16, 2017*



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