

**THE CORPORATION OF THE TOWN OF SHELBURNE**

**BY-LAW NO. 53 - 2021**

**Being a by-law to authorize the Council to execute an agreement between the Corporation of the Town of Shelburne and Integrated Maintenance and Operations Services Inc (IMOS).**

**WHEREAS** it is deemed expedient that the Corporation of the Town of Shelburne enter into an agreement with Integrated Maintenance and Operations Services Inc (IMOS) for the purpose of winter maintenance services on Highways 10 and 89 for the year 2021/2022;

**NOW THEREFORE** the Corporation of the Town of Shelburne enacts as follows:

- 1. That the Mayor and Clerk are hereby authorized to execute, on behalf of the Corporation of the Town of Shelburne, an agreement with Integrated Maintenance and Operations Services Inc (IMOS), in the form of an Agreement which is attached hereto and forms part of this by-law and to affix thereto the seal of the Corporation of the Town of Shelburne.

**BY-LAW READ A FIRST, SECOND AND THIRD TIME THIS 23<sup>rd</sup> DAY OF AUGUST 2021.**

.....

**MAYOR**

.....

**CLERK**

This Agreement for winter maintenance services made this \_\_\_\_ day of\_\_\_\_\_, 2021

**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 Shelburne  
(hereinafter referred to as the “Municipality”)

**WHEREAS** Highways 10 and 89 within the limits of the Town of Shelburne is under the jurisdiction of the Municipality and connects to Highway 10 and Highway 89;

**AND WHEREAS** IMOS will travel over Highway 10 and Highway 89 within the limits of the Town of Shelburne in order to maintain Highway 10 and Highway 89;

**AND WHEREAS** the Municipality has requested that IMOS provide winter maintenance services on Highway 10 and Highway 89 within the limits of Town of Shelburne.

**AND WHEREAS** IMOS has agreed to provide such winter maintenance services on Highway 10 and Highway 89 within the limits of the Town of Shelburne 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 10 and Highway 89 within the limits of the Town of Shelburne from 12:01 a.m. October 15, 2021 until 11:59 p.m. April 30, 2022.

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:

B. MacDonald, Public Works Foreman  
Town of Shelburne  
203 Main Street East  
Shelburne, ON  
L9V 3K7

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 \$8,591.44 plus HST for the winter maintenance services provided by IMOS pursuant to this Agreement. Invoices will be issued by IMOS to the Municipality in the above noted amounts on December 31<sup>st</sup>, 2021 and February 28<sup>th</sup>, 2022.
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	The Corporation of the Town of Shelburne
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Greg Smart, Operations Manager Owen Sound Highway Maintenance Ltd.	Mayor
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	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.