

THIS AGREEMENT made this ___ day of _____, 201 ____.

BETWEEN:

THE CORPORATION OF THE COUNTY OF GREY, a municipality within the meaning of the Municipal Act, 2001

(herein after referred to in this Agreement as “the County”),

AND

THE CORPORATION OF THE TOWNSHIP OF GEORGIAN BLUFFS, a municipality within the meaning of the Municipal Act, 2001

(herein after referred to in this Agreement as “the Township”).

WHEREAS the County and the Township shared in the cost to construct a sand/salt structure located at 323554 East Linton Sideroad West, Concession 2, Part of Lot 22; RP16R4153 Parts 1 & 2 in the former Sarawak Township, in the Township of Georgian Bluffs, on property owned by the Township, for use by the County and the Township for the storage of sand-salt mix and other materials for road maintenance use;

AND WHEREAS the County and the Township agree that the Township owns the sand/salt structure;

AND WHEREAS the Township agrees that the County has the right to use the sand/salt structure;

AND WHEREAS the parties are desirous of entering into an agreement to declare their respective rights, obligations, and liabilities in connection with the sand/salt structure;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, the parties agree as follows:

1.0 TERM:

1.1 This Agreement shall be effective as of the date of execution and run for a Term of five years.

1.2 The Term of the Agreement shall be automatically renewed for successive periods of two years each unless one party gives to the other at least one

hundred eighty (180) days of written notice of its wish to terminate this Agreement.

1.3 The parties agree that for each successive renewal term of this Agreement, it will be necessary to update Schedule "A" with regard to the lump sum annual user fees referenced in Section 6.1. Such update shall not necessitate further updating of any other terms of this Agreement.

1.3 In the event that a party serves notice to terminate this Agreement, it is agreed by the parties at the date of execution of this Agreement that there is no equity in the structure.

2.0 MAINTENANCE, IMPROVEMENT, REPAIR WORK AND COSTS:

2.1 During the term of the Agreement, the Township shall be solely responsible for maintenance of the sand/salt structure at the expense of the Township. For the purposes of this Agreement, maintenance shall include all work except for structural repairs, improvements or renovations.

2.2 As further clarification, storage building maintenance shall include, but not be limited to, the following works:

- a. Minor repairs to replace small amounts shingles and patch leaks on roof
- b. Repair of man-door(s)
- c. Servicing of and adjustments to overhead doors
- d. Repairs to interior and exterior lighting.

2.3 Structural repairs and renovations shall include but not be limited to the following:

- a. Storage structure replacement
- b. Roof replacement
- c. Overhead door and component replacement
- d. Concrete rehabilitation
- e. Major rehabilitative painting or cladding replacement
- f. New addition to structure
- g. Drainage upgrades around structure
- h. Interior or exterior lighting system replacement

2.4 An annual inspection of the sand/salt structure shall be carried out by a representative of the Township together with a representative of the County.

2.5 When the Township identifies structural repairs, improvements or renovations it wishes to be completed to the sand/salt structure the Township may request in writing that the County consent to the completion of the identified work. Within 30 days of receiving such a request, the County shall

consent or decline to consent to the completion of the work described in this paragraph in its absolute discretion. While it is recognized that budget constraints may limit the work to which the County consents and/or when it may be completed, such consent shall not be unreasonably withheld.

2.6 Costs for work described in Section 2.5 to which the County consents shall be shared as follows:

50% by the County
50% by the Township

2.7 The County shall notify the Township of any and all damage that is caused by staff or agents of the County, and shall be responsible for all repairs that it or its agents have caused to the sand/salt structure.

2.8 The Township shall be responsible for all repairs that they or their agents have caused to the sand/salt structure.

3.0 INDEMNIFICATION & INSURANCE:

22.3.1 The Township shall indemnify and hold harmless the County, its officers, members of Council, agents, servants, employees, invitees or licensees from and against any liabilities, claims, expenses, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of this Agreement attributable to bodily injury, sickness, disease or death or to damage to or destructions of tangible property including loss of revenue or incurred expense resulting from disruption of service; and caused by any acts or omissions of the Township, its officers, members of council, agents, servants, employees, customers, invitees or licensees, or occurring in or on the sand/salt structure, the subject property, or any part thereof and/or, as a result of activities under this agreement.

23.3.2 The County shall indemnify and hold harmless the Township, its officers, members of Council, agents, servants, employees, invitees or licensees from and against any liabilities, claims, expenses, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of this Agreement attributable to bodily injury, sickness, disease or death or to damage to or destructions of tangible property including loss of revenue or incurred expense resulting from disruption of service; and caused by any acts or omissions of the County, its officers, members of council, agents, servants, employees, customers, invitees or licensees, or occurring in or on the sand/salt structure, the subject property, or any part thereof and/or, as a result of activities under this agreement.

3.3 The Township shall, at its expense, obtain and keep in force during the term of this Agreement:

- i) Municipal General Liability Insurance satisfactory to the County, including the following and underwritten by an insurer licensed to conduct business in the Province of Ontario:
 - a) A limit of liability of not less than \$10,000,000/occurrence.
 - b) The County shall be named as an additional insured;
 - c) The policy shall contain a provision for cross liability in respect of the named insured;
 - d) Non-owned automobile coverage with a limit of at least \$5,000,000 including contractual non-owned coverage;
 - e) Products and completed operation coverage (Broad Form) with an aggregate limit not less than \$10,000,000.
 - f) That 30 days prior notice of an alteration, cancellation or material change in policy terms which reduces coverage shall be given in writing to the County;
- ii) standard Automobile policy with liability limits of no less than \$5 million in respect of each owned or leased vehicle;
- iii) Broad Form Property policy to cover the sand/salt structure, contents, and equipment owned, leased or stored by the Township, with limits sufficient to cover these assets;
- iv) Environmental Liability Insurance in a combined amount of not less than one million dollars (\$1,000,000), per occurrence against claims for:
 - bodily injury, including sickness, disease, shock, mental anguish, mental injury;
 - injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair, clean-up or restoration of environmental impairment of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and on a gradual basis.

The Township shall provide a certificate of insurance to the County annually as proof of the coverage required under this Agreement.

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- i) Municipal General Liability Insurance satisfactory to the Township, including the following and underwritten by an insurer licensed to conduct business in the Province of Ontario:

- a) A limit of liability of not less than \$10,000,000/occurrence.
 - b) The Township shall be named as an additional insured;
 - c) The policy shall contain a provision for cross liability in respect of the named insured;
 - d) Non-owned automobile coverage with a limit of at least \$5,000,000 including contractual non-owned coverage;
 - e) Products and completed operation coverage (Broad Form) with an aggregate limit not less than \$10,000,000.
 - f) That 30 days prior notice of an alteration, cancellation or material change in policy terms which reduces coverage shall be given in writing to the Township;
- ii) Standard Automobile policy with liability limits of no less than \$5 million in respect of each owned or leased vehicle.
- v) Environmental Liability Insurance in a combined amount of not less than one million dollars (\$1,000,000), per occurrence against claims for:
 - bodily injury, including sickness, disease, shock, mental anguish, mental injury;
 - injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair, clean-up or restoration of environmental impairment of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and on a gradual basis.

4.0 MATERIALS – PURCHASING, USAGE, INVOICING:

4.1 The Township, through a fair and competitive tendering process, will have sand with a minimum of three percent (3%) salt mixed throughout the sand placed in the sand/salt structure no later than September 15 and available through until May 1 every year. The sand shall conform to Ontario Provincial Standard Specification 1004 and the salt shall conform to Ontario Provincial Standard Specification 2502.

4.2 The Township shall invoice the County monthly for the amount of sand/salt mixture it uses, based on the amount recorded by the County operators on the Winter Time and Materials Logs. The Township shall charge the County the tender price. Payment of each invoice shall be due 30 days from the date of the invoice.

5.0 OTHER SERVICES:

5.1 The Township shall provide a functional, well maintained loader at the sand/salt structure for County staff and agents to use to load sand/salt into road maintenance trucks. The loader must have a bucket capacity of at least

1.25 cubic yards and be capable of loading the materials into the County trucks. County staff and County agents shall be permitted to use the loader sand/salt to load winter maintenance trucks.

5.2 The County shall be permitted to store up to two winter maintenance trucks at the sand/salt structure property. These winter maintenance trucks will be permitted to use electrical outlets.

6.0 ANNUAL USER FEE:

6.1 The Township shall invoice the County upon execution of this Agreement for the 2012-2013 winter maintenance season, and on October 1 of each subsequent year throughout the term of the Agreement for a lump sum annual user fee in the amount indicated on Schedule "A" of this Agreement, attached hereto. The County shall provide payment to the Township no later than 30 days from the date of each invoice.

6.2 The Township shall also invoice the County annually for a share of the property insurance premium for the structure. The details are contained in Schedule "A" of this Agreement.

7.0 TERMINATION OF PREVIOUS AGREEMENT:

7.1 The Parties acknowledge that upon entering into this Agreement, the previous Agreement made between the Parties is terminated.

IN WITNESS WHEREOF THE PARTIES hereto hereunto set their hand and seal and corporate seal attested by the hands of the proper officers duly authorized in that behalf.

The Corporation of the County of Grey

Mr. Brian Milne, Warden

Date

Ms. Sharon Vokes, Clerk

Date

The Corporation of the Township of Georgian Bluffs

Mr. Alan Barfoot, Mayor

Date

Mr. Bruce Hoffman, Clerk

Date

SCHEDULE A

Sand & Salt Storage Structure Agreement – Former Sarawak Twp.

Location: Sand/Salt Structure located at 323554 East Linton Sideroad West, Concession 2, Part of Lot 22, RP16R4153, Parts 1 & 2; Township of Georgian Bluffs (former Township of Sarawak).

With reference to Section 6.1 of the Agreement, the lump sum annual user fee includes the use of the loader and the authorization for two or less County winter maintenance trucks to be stored at the site.

The lump sum amount shall increase by 2% per year in each subsequent year throughout the term of the Agreement.

Township of Georgian Bluffs to invoice County of Grey as follows over the term of the Agreement.

2012-2013	\$4,000.00
2013-2014	\$4,080.00
2014-2015	\$4,161.60
2015-2016	\$4,244.83
2016-2017	\$4,329.73

With reference to Section 6.2 of the Agreement, Georgian Bluffs will invoice the County of Grey annually for a share of the property insurance premium for the subject structure. The share will be calculated using a formula of:

$$(\$2,670.00 \times 60\%) \div 2 = \underline{\$801.00} \text{ County Share}$$

No additional fees shall be charged for yard, maintenance, electricity or other overhead items.