THE CORPORATION OF THE MUNICIPALITY
OF NORTHERN BRUCE PENINSULA

BY-LAW NO. 1999-73

BEING A BY-LAW TO AUTHORIZE AGREEMENTS FOR CONTRACT SNOW REMOVAL AND SANDING SERVICES.

WHEREAS the Corporation of the Municipality of Northern Bruce Peninsula wishes to contract snow removal and sanding services in certain areas of the Municipality;

NOW THEREFORE the Council of the Municipality of Northern Bruce Peninsula enacts as follows:

1. That we enter into an agreement with Hunter Haulage Ltd., Bernie Hellyer Const. and Burt Liverance concerning contract snow removal and sanding services.

2. That the Mayor and Clerk-Administrator be and are hereby authorized to execute said agreements on behalf of the Corporation.

3. That a copy of said agreements be attached hereto and form part of this by-law as Schedule “A” and Schedule “B” and Schedule “C” respectively.

4. That this by-law shall come into force and take effect upon final passing thereof.


[Signatures]

MAYOR

CLERK-ADMINISTRATOR
SCHEDULE “A” TO BY-LAW 1999-\(13\)

THIS AGREEMENT MADE THIS 26\(th\) DAY OF NOVEMBER, 1999.

BETWEEN:

THE CORPORATION OF THE
MUNICIPALITY OF NORTHERN
BRUCE PENINSULA (Hereinafter referred
to as “the Municipality” of the First Part)

AND

Burt Liverance Haulage
(Hereinafter referred to as “the Contractor”
of the Second Part)

WHEREAS the Contractor has agreed to provide for the rental of a snowplow truck with one-way Plow, wing and sander, with operator;

AND WHEREAS the duration for this agreement shall be for three (3) winter seasons being:

AND WHEREAS the patrol area for this agreement is the Pike Bay Patrol Area being approximately 50 kms. in length.

AND WHEREAS the Contractor has agreed to the terms and conditions as follows:

Plow and sander routes may be adjusted as required by the municipality with no change in standby rate.
SUPPLY AND MAINTENANCE OF EQUIPMENT:

1. The Contractor is responsible for all parts and repairs on the equipment supplied by the Contractor.

2. A spare tire on a rim must be supplied, generally all tire repairs shall be conducted by the Truck Owner.

3. All repairs are to be carried out as soon as possible.

4. The Contractor must have a valid commercial vehicle operator's registration for the duration of the contract. A copy of the C.V.O.R. and ownership must be submitted within fourteen (14) calendar days of tender opening.

5. Truck inspections, certifications, pollutions standards, etc. in accordance with recent M.T.O. requirements will be required and will be considered as a non payable component.

HOURS OF WORK:

1. The truck and operator(s) shall be available for work 24 hours per day, 7 days per week, commencing December 1. This may be deferred at the discretion of the Municipality. The Contractor must have sufficient staff available to operate continuously if necessary.

2. Hours of Work Restrictions - The Regulations made under the Highway Traffic Act, Section 165 (a), Subsection (7) (c), governing Hours on Duty will apply to the operation of the equipment used for routine maintenance operations.

   In emergency maintenance and repair operation, hours of work will be limited to 15 consecutive hours, except where an extension of these hours is specifically authorized by the Municipality.

   Emergency maintenance and repair operations are considered to be those required to re-establish and stabilize safe operation of the transportation system.

   Following a 15 hour shift or authorized extensions beyond 15 hours, an employee shall be given a minimum of 8 hours rest break.

3. The Contractor shall submit in writing, the names, addresses, telephone numbers, Driver's Licence Numbers and Class of Licence of all operators to the Municipality not later than December 1, 1999.

The Contractor will be responsible for training his staff.

Failure to provide a list of operators will result in the loss of standby and possible termination of contract.
4. The operator(s) of the Contractor's truck(s) must be available by telephone, and the truck operators so located as to be at the Patrol Yard, able to proceed, within 40 minutes of being telephoned. An answering service will be allowed, providing a paging system is utilized.

Able to proceed is defined as: Truck ready to commence plowing operations and ready to commence sanding operations.

5. No other operators shall be used unless the Municipality is notified at least 5 days in advance of the names, addresses, telephone numbers, Driver's Licence Numbers and Class of Licence of the persons to be added to the list.

6. Time to be counted as working hours commences when the plow commences plowing and continues until the operations are completed.

7. The Municipality cannot guarantee any minimum hours of work for the Contractor. All plowing hours are strictly weather related. Contractors will commence work according to the Municipal Level of Service for Winter Road Maintenance Policy or at the call of the Manager of Public Works or his designate.

LIABILITY STATEMENT:

1. Indemnification

The Contractor shall indemnify the Municipality, its officers, employees and agents from all claims, demands, actions or other proceedings initiated by others arising out of or attributable to anything done or omitted to be done by the Contractor, its officers, employees or agents in connection with the services performed or required to be performed under this agreement.

2. Insurance

The Contractor shall maintain a policy of motor vehicle liability insurance for both owned and non-owned licenced vehicles having limits of not less than $3,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property.

The Contractor shall maintain a policy of general liability insurance having limits of not less than $3,000,000.00 inclusive per occurrence for bodily injury, death and damage to property.

The general liability policy shall include the Corporation of the Municipality of Northern Bruce Peninsula as an additional insured, but only in respect of and for the duration of the services to be performed under this agreement, and shall contain a cross liability clause endorsement.

The Contractor shall provide proof of insurance (certificate of insurance or certified copy of policy) to the Municipality before December 1, 1999.
3. The Contractor shall be responsible for payment of the wages of any operator hired, and when required, shall furnish evidence to the satisfaction of the Municipality that these wages have been paid in full. If the Contractor fails to do so, the Municipality shall have the right to withhold payment for such sum or sums of money due that would be sufficient to cover the default. The Contractor's employees are not employees of the Municipality under any circumstances whatsoever.

4. The Municipality does not cover the Contractor or his employees under The Workers' Compensation Act. The Contractor is responsible for paying all dues and assessments payable under The Workers' Compensation Act, the Unemployment Insurance Act, or any other Act, whether Provincial or Federal, for himself and employees for all winter operations. The Contractor shall, upon request, furnish the Municipality with satisfactory evidence that he has complied with the provisions of such Acts. If the Contractor fails to do so, the Municipality shall have the right to withhold payment of such sum or sums of money due to him that would be sufficient to cover his defaults and the Municipality shall have the right to pay same. Information on covering under The Workers' Compensation Act can be obtained directly from the Workers' Compensation Board.

5. The Contractor must inspect, with Patrol Supervisor in advance of any plowing operations, all roadways within his designated area of plowing, noting the location of protruding man holes, catchbasins, culvert ends, curbing ends, utility installations, mailboxes, signs, guiderails, bridges, homes/buildings close to the pavement and hazardous locations. The Contractor must ensure that no damage is caused to such installations, plant, equipment, homes or other facilities during plowing operations, if, in the opinion of the Patrol Supervisor, unreasonable or preventable damage results to municipal property as a result of the Contractor's plowing operations, then the Contractor shall be responsible and shall reimburse the Municipality for the cost of repairing the damage.

6. If the Contractor fails to perform the work or fails to perform it to the satisfaction of the Municipality, or fails to comply with any of the conditions specified in this contract, he shall be liable for any loss or damage suffered by the Municipality as a result of his default, and the Municipality may deduct the amount of its damages from any monies due or to become due to him from any source whatsoever.

SAFETY

1. The Contractor must comply with The Occupational Health & Safety Act, 1990 and Regulations, and will be responsible for the compliance therewith or any of his drivers or employees while working on this contract.

2. The Contractor will supply and ensure that all operators use protective clothing and/or devices as set out in the Ontario Occupational Health & Safety Act, 1990 and Regulations.

3. The minimum age of the operator(s) will be 18.
LIQUIDATED DAMAGES

1. It is agreed by the parties of this contract, in addition to the third party liabilities set out above, that in case the plow with necessary personnel is not available to proceed with plowing when required by the Patrol Supervisor or his designee, or if available, the Contractor's operator refuses or delays in proceeding with the plowing as directed by the Patrol Supervisor, damages will be sustained by the Municipality.

2. Since it will be impracticable to ascertain and determine the actual damage which the Municipality will sustain in the event of, and by reason of such delay or such failure of the equipment or personnel to be ready, the parties agree that the Contractor will be required to pay the Municipality liquidated damages in the following amounts:

   A) One Hundred dollars ($100.00) for the first hour or fraction thereof after the 40 minutes notification has been given by the Patrol Supervisor. This charge will continue until:
      1) The Contractor's plow commence work; or
      2) The Patrol Supervisor has ordered snowplowing operations to cease.

   B) Fifty dollars ($50.00) per hour for every hour or fraction thereof after the initial hour of not being able to continue operations due to a failure of the Contractor's equipment. This charge will continue until:
      1) The Contractor's plow commence work; or
      2) The Patrol Supervisor has ordered snowplowing operations to cease.

   C) One hundred dollars ($100.00) per day for not having a plow truck at the designated yard and ready to commence operations within 72 hours of notification.

3. Notwithstanding the above, in the case of the truck being broken down or otherwise available, the loss of standby time payment shall be enforced.
SPECIFICATION

The trucks and snow plow equipment shall meet the following specifications:

**Trucks:**

- The truck inspection sticker must bear an inspection date of September 1st or later for each year of the Contract.
- Trucks shall have a minimum manufacturer's front axle rating of 16,000 lbs. The Contractor shall supply the Municipality with proof of the front axle rating (a set back front axle is acceptable).
- Trucks shall have a minimum alternator output of 110 amp.
- The trucks shall be equipped with traction type dual rear tires.
- The trucks shall be equipped with all equipment, accessories and licences required by the Ontario Highway Traffic Act and any other Acts, Regulations or By-Law that apply to the truck operation.
- Trucks shall have head lights and signal lights mounted on the plow frame.
- The trucks must be equipped with an alcohol evaporator for the air brake system or an air drier.
- The trucks must be equipped with braking on all axles.
- The speedometer, odometer and the hour meter shall be working accurately.
- The truck shall have tandem front mounted hydraulic pumps capable of operating the plow, wing and sander simultaneously, min. 30 gpm.
- The truck shall have fender tripod mounted 8" convex mirrors, on both left and right fenders.
- The truck shall have front wing post convex mirror, (8" or 12") on wing post.
- The truck shall have an in-cab fan for clearing the windows or shall have air conditioning.
- The truck cab mirrors shall be heated type.

**SNOW PLOW EQUIPMENT:**

- The trucks shall be equipped with a full hydraulic tower, a front frame mount, 12 foot one-way snow plow (a Frink model 450 SK8, Viking model 135 HSE9 or approved equal). The wing shall be 12 feet long (a Frink model 311-12R, Viking model 144-WHD or approved equal).
- The operations of all the snow plow equipment must be controlled from within the cab and the controls be convenient to the driver.
- A revolving blue light on the cab or wing tower and the yellow flashing light on the back frame shall be supplied and mounted by the Contractor.
- Wings must be equipped with a tripping device.
The daily standby rate for the truck and plow and sander equipment is $20.00 per day.

I, Burt Liverance, hereby agree to rent a truck with one way plow and wing and sander with an operator to the Corporation of the Municipality of Northern Bruce Peninsula for $39.00 per hour for the winter seasons of 1999-2000, 2000-2001 and 2001-2002 at Pike Bay Patrol Area. This rate shall be inclusive and shall include payment for the truck, operator, fuel, maintenance, parts, labour and repairs to the truck and plow equipment and for all mounting and dismounting of plows and other preparatory costs, for all overhead and operating costs, and for carrying out all work associated with this contract and for which a basis for payment is not otherwise provided.

Truck: \textit{MAKE }\textit{M C}

\textit{YEAR }1981

\textit{MODEL }\textit{Bing}

\textit{LICENCE NO. }YY3373

\textit{VEHICLE WEIGHT }61520 \textit{lbs.}

\textit{REGISTERED GROSS WEIGHT }22000 \textit{kg}

\textit{FRONT TIRE SIZE }265/80R20

- Municipality to inspect vehicle prior to acceptance. It is understood that for this contract to be accepted by the Municipality, the truck and plow equipment must be of sufficient mechanical and physical condition to carry out winter operations as described in this contract, and must be equal to or exceed the minimums specified.

- If the truck is down for repairs for more than three hours in any one day no standby will be paid.

- Standby shall be paid for each and every day while in the possession of the Municipality.

- The truck shall be ready and supplied to the designated Patrol Area by December 1 of each year at the request of the Municipality and termination will be approximately April 1st or as determined by the Municipality.
Termination

This agreement may be terminated by the Municipality at any time if the Contractor's equipment fails to perform the work to the satisfaction of the Municipality, or to comply with any of the conditions in this agreement.

CONTRACTOR

DATE

MAYOR: MILT MCIVER

DATE

CLERK-ADMINISTRATOR

DATE
CERTIFICATE OF INSURANCE

Co-operators General Insurance Co
Priory Square
Guelph ON N1H 6P8

This is to certify to:

CORPORATION OF THE MUNICIPALITY
OF NORTHERN BRUCE PENINSULA

that policies of insurance, as herein described, have been issued to the
insured named below, and are in force at this date.

NAME OF INSURED: BURT LIVERANCE O/A BURT LIVERANCE HAULAGE
ADDRESS OF INSURED: BOX 1
MAR ON N0H 1X0

LOCATION AND OPERATIONS to which this Certificate applies:

<table>
<thead>
<tr>
<th>KIND OF POLICY</th>
<th>POLICY No.</th>
<th>EXPIRY DATE</th>
<th>LIMITS OF LIABILITY</th>
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<td>Each Occurrence Limit $2,000,000</td>
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<td>Tenants legal limit any one premises $2,500</td>
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<td></td>
<td>Medical Expense Limit any one person $5,000</td>
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<td>Additional Insured Endorsement O-1 (x)</td>
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NOTE: It is hereby agreed that

CORPORATION OF THE MUNICIPALITY OF NORTHERN BRUCE PENINSULA
are
additional insured's but only with respect to operations performed by or on behalf of BURT LIVERANCE O/A BURT LIVERANCE
HAULAGE the named insured.

Such Insurance as is afforded by this Extension does not insure liability arising out of the operations of the
additional insured or its employees. This policy contains a Cross Liability Clause.

The insurer shall endeavour to provide the holder of this Certificate with 30 days notice of cancellation of this
policy, but failure to do so shall impose no liability on the insurer.

The Insurance afforded is subject to terms, conditions and exclusions of the applicable policy. This certificate is
issued as a matter of information only and carries no rights on the holder and imposes no liability on the insurer.

DATE ISSUED: NOVEMBER 29, 1999

Sales Representative: 11322 PAUL SHIRLEY

(Authorized Representative of the Insurer)

Imagine
A Caring Company

NOV-30-1999  08:49

COMMERCIAL OPERATIONS 4W
PRIORY SQ.
GUELPH ON N1H 6P8
PHONE (519) 824-4400
FAX (519) 767-1688
2A CHANGE FORM (ONTARIO)

Policy No. 4-8812562-02

Date Prepared: 17/11/99
Change Effective Date: 25/11/99
Policy Expiry Date: 01/03/00

Insured: BURT N LIVERANCE
Address: RR 1, MAR ON, NOH 1X0

Co-operators General Insurance Company

Service Office: PAUL SHIRLEY

Policy No. 4-8812562-02

Date Prepared: 17/11/99
Change Effective Date: 25/11/99
Policy Expiry Date: 01/03/00

Liability Coverage Added: Monthly Deductions $197.15 09DEC99

Liability Coverage Added:

- Monthly Deductions: $197.15 09DEC99

Vehicle Information:

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<th>Make/Model</th>
<th>Vin</th>
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<th>Body Type</th>
<th>Purchase Price to Insured Including Options</th>
<th>List Price New</th>
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Premiums:

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<td>INCL</td>
<td>INCL</td>
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<tr>
<td>As stated in Section 4 of Policy</td>
<td>INCL</td>
<td>INCL</td>
<td>INCL</td>
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<tr>
<td>As stated in Section 5 of Policy</td>
<td>INCL</td>
<td>INCL</td>
<td>INCL</td>
</tr>
</tbody>
</table>

Risk Benefits (Basic Benefits):

- Increased Accident Benefits
- Replacement - up to $ per week
- Medical & Dependent Care
- Rehabilitation & Attendant Care
- Funeral
- towing

Premium:

- $0

Total Loss or Damage Premium:

- $300

Total Policy Change Form(s) Premium:

- $40.00

Pay Plan:

- $40.00

This Change Form is only valid if it is signed by an authorized representative of the insurer. Please read reverse side.

SECRETAR

Record: B/PG - 06 / AB - 06 / COLL - 06

- Rate Group: AB
- Rate Group: DCPD
- Rate Group: COMP
- Territory: Rural Bruce, Grey Districts Including Kincardine, Rural Dufferin, Eastern Grey Including Dourdan

This Change Form contains important information about your automobile insurance.
SCHEDULE “C” TO BY-LAW 1999-73

THIS AGREEMENT MADE THIS 29TH DAY OF NOVEMBER, 1999.

BETWEEN:

THE CORPORATION OF THE
MUNICIPALITY OF NORTHERN
BRUCE PENINSULA (Hereinafter referred
to as “the Municipality” of the First Part)

AND

Hunter Haulage and Excavating
(Hereinafter referred to as “the Contractor”
of the Second Part)

WHEREAS the Contractor has agreed to provide for the rental of a snowplow truck with one-way Plow, wing and sander, with operator;

AND WHEREAS the duration for this agreement shall be for three (3) winter seasons being: 1999-2000, 2000-2001 and 2001-2002;

AND WHEREAS the patrol area for this agreement is the St. Edmunds Patrol Area being approximately 40 kms. in length.

AND WHEREAS the Contractor has agreed to the terms and conditions as follows:

Plow and sander routes may be adjusted as required by the municipality with no change in standby rate.
SUPPLY AND MAINTENANCE OF EQUIPMENT:

1. The Contractor is responsible for all parts and repairs on the equipment supplied by the Contractor.

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- The trucks shall be equipped with a full hydraulic tower, a front frame mount, 12 foot one-way snow plow (a Frink model 450 SK8, Viking model 135 HSE9 or approved equal). The wing shall be 12 feet long (a Frink model 311-12R, Viking model 144-WHD or approved equal).
- The operations of all the snow plow equipment must be controlled from within the cab and the controls be convenient to the driver.
- A revolving blue light on the cab or wing tower and the yellow flashing light on the back frame shall be supplied and mounted by the Contractor.
- Wings must be equipped with a tripping device.
The daily standby rate for the truck and plow and sander equipment is $45.00 per day.

I, Alton Hunter, (Please print) do hereby agree to rent a truck with one way plow and wing and sander with an operator to the Corporation of the Municipality of Northern Bruce Peninsula for $49.90 per hour for the winter seasons of 1999-2000, 2000-2001 and 2001-2002 at St. Edmunds Patrol Area. This rate shall be inclusive and shall include payment for the truck, operator, fuel, maintenance, parts, labour and repairs to the truck and plow equipment and for all mounting and dismounting of plows and other preparatory costs, for all overhead and operating costs, and for carrying out all work associated with this contract and for which a basis for payment is not otherwise provided.

Truck: MAKE FORD

YEAR 1989

MODEL L75 8000

LICENCE NO. 

VEHICLE WEIGHT 10000

REGISTERED GROSS WEIGHT 26,500 KG.

FRONT TIRE SIZE 13/75-R-22.5

- Municipality to inspect vehicle prior to acceptance. It is understood that for this contract to be accepted by the Municipality, the truck and plow equipment must be of sufficient mechanical and physical condition to carry out winter operations as described in this contract, and must be equal to or exceed the minimums specified.

- If the truck is down for repairs for more than three hours in any one day no standby will be paid.

- Standby shall be paid for each and every day while in the possession of the Municipality.

- The truck shall be ready and supplied to the designated Patrol Area by December 1 of each year at the request of the Municipality and termination will be approximately April 1st or as determined by the Municipality.
Termination

This agreement may be terminated by the Municipality at any time if the Contractor's equipment fails to perform the work to the satisfaction of the Municipality, or to comply with any of the conditions in this agreement.

CONTRACTOR

DATE

MAYOR: MILIT MCIVER

DATE

CLERK-ADMINISTRATOR

DATE

Nov. 29/99

Dec 13/99

Dec 13/99
INSURANCE CERTIFICATE

Named Insured: HUNTER ROCK O/B TROY HUNTER
BOX 210
LIONS HEAD, ONTARIO NOH 1W0

Insurance Broker: MILLER INSURANCE BROKERS INC.
928 QUEEN STREET
P.O. BOX 240
KINCARDINE ON N2Z 2Z4

Insurer: GAN INSURANCE COMPANY

Policy Period: 10/11/99 TO 10/05/00

Policy Number: A01214218CAU

Coverage: $3,000,000.00 THIRD PARTY LIABILITY ON
THE 86 FORD SANDER / PLOW
THE 89 FORD L8000 SANDER / PLOW

It is also agreed that the Corporation of the Municipality of
Northern Bruce Peninsula is added as additional named insured but
only with respect of and for the duration of the services to be
performed under this agreement.

Signed on behalf of the participating insurers at Kincardine Ontario
this 13th day of December 1999.

[Signature]
Authorized Representative
Miller Ins. Brokers Inc.

cc. Insured
Insurer
File
SCHEDULE “D” TO BY-LAW 1999-73

THIS AGREEMENT MADE THIS 1 DAY OF NOVEMBER, 1999.

BETWEEN:

THE CORPORATION OF THE
MUNICIPALITY OF NORTHERN
BRUCE PENINSULA (Hereinafter referred
to as “the Municipality” of the First Part)

AND

Hunter Haulage and Excavating
(Hereinafter referred to as “the Contractor”
of the Second Part)

WHEREAS the Contractor has agreed to provide for the rental of a snowplow truck with one-way Plow, wing and sander, with operator;

AND WHEREAS the duration for this agreement shall be for three (3) winter seasons being: 1999-2000, 2000-2001 and 2001-2002;

AND WHEREAS the patrol area for this agreement is the Lion’s Head Patrol Area being approximately 25 kms. in length.

AND WHEREAS the Contractor has agreed to the terms and conditions as follows:

Plow and sander routes may be adjusted as required by the municipality with no change in standby rate.
SUPPLY AND MAINTENANCE OF EQUIPMENT:

1. The Contractor is responsible for all parts and repairs on the equipment supplied by the Contractor.

2. A spare tire on a rim must be supplied, generally all tire repairs shall be conducted by the Truck Owner.

3. All repairs are to be carried out as soon as possible.

4. The Contractor must have a valid commercial vehicle operator's registration for the duration of the contract. A copy of the C.V.O.R. and ownership must be submitted within fourteen (14) calendar days of tender opening.

5. Truck inspections, certifications, pollutions standards, etc. in accordance with recent M.T.O. requirements will be required and will be considered as a non payable component.

HOURS OF WORK:

1. The truck and operator(s) shall be available for work 24 hours per day, 7 days per week, commencing December 1. This may be deferred at the discretion of the Municipality. The Contractor must have sufficient staff available to operate continuously if necessary.

2. Hours of Work Restrictions - The Regulations made under the Highway Traffic Act, Section 165 (a), Subsection (7) (c), governing Hours on Duty will apply to the operation of the equipment used for routine maintenance operations.

   In emergency maintenance and repair operation, hours of work will be limited to 15 consecutive hours, except where an extension of these hours is specifically authorized by the Municipality.

   Emergency maintenance and repair operations are considered to be those required to re-establish and stabilize safe operation of the transportation system.

   Following a 15 hour shift or authorized extensions beyond 15 hours, an employee shall be given a minimum of 8 hours rest break.

3. The Contractor shall submit in writing, the names, addresses, telephone numbers, Driver's Licence Numbers and Class of Licence of all operators to the Municipality not later than December 1, 1999.

The Contractor will be responsible for training his staff.

Failure to provide a list of operators will result in the loss of standby and possible termination of contract.
4. The operator(s) of the Contractor's truck(s) must be available by telephone, and the truck operators so located as to be at the Patrol Yard, able to proceed, within 40 minutes of being telephoned. An answering service will be allowed, providing a paging system is utilized.

Able to proceed is defined as: Truck ready to commence plowing operations and ready to commence sanding operations.

5. No other operators shall be used unless the Municipality is notified at least 5 days in advance of the names, addresses, telephone numbers, Driver's Licence Numbers and Class of Licence of the persons to be added to the list.

6. Time to be counted as working hours commences when the plow commences plowing and continues until the operations are completed.

7. The Municipality cannot guarantee any minimum hours of work for the Contractor. All plowing hours are strictly weather related. Contractors will commence work according to the Municipal Level of Service for Winter Road Maintenance Policy or at the call of the Manager of Public Works or his designate.

**LIABILITY STATEMENT:**

1. **Indemnification**

   The Contractor shall indemnify the Municipality, its officers, employees and agents from all claims, demands, actions or other proceedings initiated by others arising out of or attributable to anything done or omitted to be done by the Contractor, its officers, employees or agents in connection with the services performed or required to be performed under this agreement.

2. **Insurance**

   The Contractor shall maintain a policy of motor vehicle liability insurance for both owned and non-owned licenced vehicles having limits of not less than $3,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property.

   The Contractor shall maintain a policy of general liability insurance having limits of not less than $3,000,000.00 inclusive per occurrence for bodily injury, death and damage to property.

   The general liability policy shall include the Corporation of the Municipality of Northern Bruce Peninsula as an additional insured, but only in respect of and for the duration of the services to be performed under this agreement, and shall contain a cross liability clause endorsement.

   The Contractor shall provide proof of insurance (certificate of insurance or certified copy of policy) to the Municipality before December 1, 1999.
3. The Contractor shall be responsible for payment of the wages of any operator hired, and when required, shall furnish evidence to the satisfaction of the Municipality that these wages have been paid in full. If the Contractor fails to do so, the Municipality shall have the right to withhold payment for such sum or sums of money due that would be sufficient to cover the default. The Contractor's employees are not employees of the Municipality under any circumstances whatsoever.

4. The Municipality does not cover the Contractor or his employees under The Workers' Compensation Act. The Contractor is responsible for paying all dues and assessments payable under The Workers' Compensation Act, the Unemployment Insurance Act, or any other Act, whether Provincial or Federal, for himself and employees for all winter operations. The Contractor shall, upon request, furnish the Municipality with satisfactory evidence that he has complied with the provisions of such Acts. If the Contractor fails to do so, the Municipality shall have the right to withhold payment of such sum or sums of money due to him that would be sufficient to cover his defaults and the Municipality shall have the right to pay same. Information on covering under The Workers' Compensation Act can be obtained directly from the Workers' Compensation Board.

5. The Contractor must inspect, with Patrol Supervisor in advance of any plowing operations, all roadways within his designated area of plowing, noting the location of protruding man holes, catchbasins, culvert ends, curbing ends, utility installations, mailboxes, signs, guardrails, bridges, homes/buildings close to the pavement and hazardous locations. The Contractor must ensure that no damage is caused to such installations, plant, equipment, homes or other facilities during plowing operations, if, in the opinion of the Patrol Supervisor, unreasonable or preventable damage results to municipal property as a result of the Contractor's plowing operations, then the Contractor shall be responsible and shall reimburse the Municipality for the cost of repairing the damage.

6. If the Contractor fails to perform the work or fails to perform it to the satisfaction of the Municipality, or fails to comply with any of the conditions specified in this contract, he shall be liable for any loss or damage suffered by the Municipality as a result of his default, and the Municipality may deduct the amount of its damages from any monies due or to become due to him from any source whatsoever.

SAFETY

1. The Contractor must comply with The Occupational Health & Safety Act, 1990 and Regulations, and will be responsible for the compliance therewith or any of his drivers or employees while working on this contract.

2. The Contractor will supply and ensure that all operators use protective clothing and/or devices as set out in the Ontario Occupational Health & Safety Act, 1990 and Regulations.

3. The minimum age of the operator(s) will be 18.
LIQUIDATED DAMAGES

1. It is agreed by the parties of this contract, in addition to the third party liabilities set out above, that in case the plow with necessary personnel is not available to proceed with plowing when required by the Patrol Supervisor or his designee, or if available, the Contractor's operator refuses or delays in proceeding with the plowing as directed by the Patrol Supervisor, damages will be sustained by the Municipality.

2. Since it will be impracticable to ascertain and determine the actual damage which the Municipality will sustain in the event of, and by reason of such delay or such failure of the equipment or personnel to be ready, the parties agree that the Contractor will be required to pay the Municipality liquidated damages in the following amounts:

   A) One Hundred dollars ($100.00) for the first hour or fraction thereof after the 40 minutes notification has been given by the Patrol Supervisor. This charge will continue until:
      1) The Contractor's plow commence work; or
      2) The Patrol Supervisor has ordered snowplowing operations to cease.

   B) Fifty dollars ($50.00) per hour for every hour or fraction thereof after the initial hour of not being able to continue operations due to a failure of the Contractor's equipment. This charge will continue until:
      1) The Contractor's plow commence work; or
      2) The Patrol Supervisor has ordered snowplowing operations to cease.

   C) One hundred dollars ($100.00) per day for not having a plow truck at the designated yard and ready to commence operations within 72 hours of notification.

3. Notwithstanding the above, in the case of the truck being broken down or otherwise available, the loss of standby time payment shall be enforced.
SPECIFICATION

The trucks and snow plow equipment shall meet the following specifications:

Trucks:

- The truck inspection sticker must bear an inspection date of September 1st or later for each year of the Contract.
- Trucks shall have a minimum manufacturer's front axle rating of 16,000 lbs. The Contractor shall supply the Municipality with proof of the front axle rating (a set back front axle is acceptable).
- Trucks shall have a minimum alternator output of 110 amp.
- The trucks shall be equipped with traction type dual rear tires.
- The trucks shall be equipped with all equipment, accessories and licences required by the Ontario Highway Traffic Act and any other Acts, Regulations or By-Law that apply to the truck operation.
- Trucks shall have head lights and signal lights mounted on the plow frame.
- The trucks must be equipped with an alcohol evaporator for the air brake system or an air drier.
- The trucks must be equipped with braking on all axles.
- The speedometer, odometer and the hour meter shall be working accurately.
- The truck shall have tandem front mounted hydraulic pumps capable of operating the plow, wing and sander simultaneously, min. 30 gpm.
- The truck shall have fender tripod mounted 8" convex mirrors, on both left and right fenders.
- The truck shall have front wing post convex mirror, (8" or 12") on wing post.
- The truck shall have an in-cab fan for clearing the windows or shall have air conditioning.
- The truck cab mirrors shall be heated type.

SNOW PLOW EQUIPMENT:

- The trucks shall be equipped with a full hydraulic tower, a front frame mount, 12 foot one-way snow plow (a Frink model 450 SK8, Viking model 135 HSE9 or approved equal). The wing shall be 12 feet long (a Frink model 311-12R, Viking model 144-WHD or approved equal).
- The operations of all the snow plow equipment must be controlled from within the cab and the controls be convenient to the driver.
- A revolving blue light on the cab or wing tower and the yellow flashing light on the back frame shall be supplied and mounted by the Contractor.
- Wings must be equipped with a tripping device.
The daily standby rate for the truck and plow and sander equipment is $45.00 per day.

I, Alton Hunter (Please print) do hereby agree to rent a truck with one way plow and wing and sander with an operator to the Corporation of the Municipality of Northern Bruce Peninsula for $46.90 per hour for the winter seasons of 1999-2000, 2000-2001 and 2001-2002 at Lion’s Head Patrol Area. This rate shall be inclusive and shall include payment for the truck, operator, fuel, maintenance, parts, labour and repairs to the truck and plow equipment and for all mounting and dismounting of plows and other preparatory costs, for all overhead and operating costs, and for carrying out all work associated with this contract and for which a payment is not otherwise provided.

Truck: MAKE FORD
YEAR 1986
MODEL K75 9000
LICENCE NO. 
VEHICLE WEIGHT 10090
REGISTERED GROSS WEIGHT 26200 KG
FRONT TIRE SIZE 13/7.5 R 20.5

- Municipality to inspect vehicle prior to acceptance. It is understood that for this contract to be accepted by the Municipality, the truck and plow equipment must be of sufficient mechanical and physical condition to carry out winter operations as described in this contract, and must be equal to or exceed the minimums specified.

- If the truck is down for repairs for more than three hours in any one day no standby will be paid.

- Standby shall be paid for each and every day while in the possession of the Municipality.

- The truck shall be ready and supplied to the designated Patrol Area by December 1 of each year at the request of the Municipality and termination will be approximately April 1st or as determined by the Municipality.
Termination

This agreement may be terminated by the Municipality at any time if the Contractor's equipment fails to perform the work to the satisfaction of the Municipality, or to comply with any of the conditions in this agreement.

[Signatures]
CONTRACTOR

DATE

MAYOR: MILT MCIVER

DATE

CLERK-ADMINISTRATOR

DATE

Nov. 29/99

Dec. 13/99

Dec. 13/99
<table>
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<tr>
<th><strong>INSURANCE CERTIFICATE</strong></th>
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**Named Insured:** HUNTER ROCK O/B TROY HUNTER  
BOX 219  
LIONS HEAD, ONTARIO N0H 1W0

**Insurance Broker:** MILLER INSURANCE BROKERS INC.  
226 QUEEN STREET  
P.O. BOX 940  
KINCARDINE ON N2Z 2Z4

**Insurer:** GAN INSURANCE COMPANY

**Policy Period:** 19/11/99 TO 19/05/00

**Policy Number:** A01214213CAU

**Coverage:** $3,000,000.00 THIRD PARTY LIABILITY ON  
THE 86 FORD SANDER / PLOW  
THE 89 FORD L8000 SANDER / PLOW

It is also agreed that the Corporation of the Municipality of Northern Bruce Peninsula is added as additional named insured but only with respect of and for the duration of the services to be performed under this agreement.

Signed on behalf of the participating insurers at Kincardine Ontario this 13th day of December 1999.

[Signature]

Authorized Representative  
Miller Ins. Brokers Inc.

cc. Insured  
Insurer  
File