

The Corporation of the Township of Southgate

By-law Number 2022-033

being a by-law to authorize a portable wheel load scales agreement between the Corporation of the County of Grey, The Corporation of the Township of Chatsworth, The Corporation of the Township of Georgian Bluffs, The Corporation of the Municipality of Grey Highlands and the Corporation of the Township of Southgate

Whereas the Municipal Act, 2001, Chapter 25, as amended, Section 5 (3), states that municipal power, including a municipality's capacity, rights, powers and privileges, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas Section 8 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues; and

Whereas Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

Whereas it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation to enter into a portable wheel load scaled agreement.,

Now therefore be it resolved that the Council of the Corporation of the Township of Southgate enacts as follows:

1. **That** the portable wheel load scales agreement between The Corporation of the County of Grey, The Corporation of the Township of Chatsworth, The Corporation of the Township of Georgian Bluffs, The Corporation of the Municipality of Grey Highlands and the Corporation of the Township of Southgate attached hereto as Schedule A, is hereby ratified, and confirmed; and
2. **That** the Mayor and the Clerk are authorized and directed to sign the agreement, in substantially the same form as the agreement attached hereto as Schedule "A", on behalf of the Council of the Corporation of the Township of Southgate and all other documents as may be necessary to give effect thereto; and
3. **That** this by-law shall come into force and effect upon the final passing hereof.

Read a first, second, and third time and finally passed this 16th day of March, 2022.

John Woodbury – Mayor

Lindsey Green – Clerk

Portable Wheel Load Scales Agreement

THIS AGREEMENT made this _____ day of _____, 2022, in duplicate between:

The Corporation of the County of Grey
(referred to in this Agreement as “the County”)

-and-

The Corporation of the Township of Chatsworth
(referred to in this Agreement as “Chatsworth”)

-and-

The Corporation of the Township of Southgate
(referred to in this Agreement as “Southgate”)

-and-

The Corporation of the Township of Georgian Bluffs
(referred to in this Agreement as “Georgian Bluffs”)

-and-

The Corporation of the Municipality of Grey Highlands
(referred to in this Agreement as “Grey Highlands”)

WHEREAS The Corporation of the Township of Chatsworth, The Corporation of the Township of Southgate, The Corporation of the Township of Georgian Bluffs and The Corporation of the Municipality of Grey Highlands (collectively referred to in this Agreement as “the Municipalities”) jointly purchased Portable Wheel Load Scales from Massload Technologies Inc. in October of 2018.

AND WHEREAS the Portable Wheel Load Scales are in the possession of OPP to allow OPP to enforce Reduced Load Restrictions in effect within the Municipalities.

AND WHEREAS the County and the Municipalities hereby agree that the County may buy in to obtain an equal share of the Portable Wheel Load Scales to allow the OPP to enforce Reduced Load Restrictions in effect on County Roads.

NOW THEREFORE in consideration of the mutual covenants and agreements below and other good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged), the County and the Municipalities agree as follows:

1.0 Definitions

In this Agreement:

- 1.1 “Agreement” means this Agreement and all attached schedules, including all future written amendments to the Agreement and all renewals of this Agreement.
- 1.2 “County Roads” means all those roads designated as through highways pursuant to Grey County By-law 4788-13 as amended from time to time.
- 1.3 “OPP” means Ontario Provincial Police.
- 1.4 “Portable Wheel Load Scales” means four-wheel load scale pads and two carrying cases (each carrying case holds two pads) purchased from Massload Technologies Inc.
- 1.5 “Reduced Load Restrictions” means restrictions are placed on trucks to protect local roads and county roads during spring thaw.

2.0 Term

- 2.1 This Agreement shall be effective as of the date of execution up to and run for a Term of five years.
- 2.2 The term of the Agreement shall be automatically renewed for successive periods of two years unless one party gives to the other at least one hundred eighty (180) days of written notice of its wish to terminate this Agreement.

3.0 Termination

- 3.1 If the Portable Wheel Load Scales are deemed no longer able to be serviced or maintained as per the manual, then this agreement shall terminate immediately.
- 3.2 Either party may terminate this Agreement upon giving to the other 30 days' written notice of intention to terminate.
- 3.3 In addition to provision 3.2, the County may terminate this Agreement without notice in the event of the breach of any provision in the Agreement by the Municipalities.

4.0 Responsibilities of Grey Highlands

- 4.1 Grey Highlands shall work with OPP staff to ensure that the Portable Wheel Load Scales are maintained as per the specifications listed in manual that was provided by Massload Technologies Inc. during the purchase of the Portable Wheel Load Scales.
- 4.2 Should the Portable Wheel Load Scales require re-calibration Grey Highlands will work with Massload Technologies to complete same.

5.0 Financial Arrangements

- 5.1 Acknowledging that the Municipalities jointly purchased Portable Wheel Load Scales from Massload Technologies Inc. in October of 2018 it is hereby agreed that the County's one fifth ownership share in the Portable Wheel Load Scales is equal to Two Thousand Five Hundred and Eighty One Dollars and Twenty Four Cents (\$2,581.24).
- 5.2 The County shall pay the sum of Six Hundred and Fourty Five Dollars and Thirty One cents (\$645.31) plus HST to each of the Municipalities as payment in full for its share of the Portable Wheel Load Scales.
- 5.3 Grey County, Chatsworth, Southgate, Georgian Bluffs and Grey Highlands shall be responsible for one fifth of the maintenance, re-calibration and property insurance costs associated with the Portable Wheel Load Scales.
- 5.4 Grey Highlands shall provide each municipality with a copy of every invoice, including all supporting documentation, pertaining to general maintenance and/or re-calibration of the Portable Wheel Load Scales within 30 days of receipt of same.
- 5.5 Grey Highlands shall invoice each municipality for their one fifth share of the cost of annual property insurance required pursuant to section 7.2 of this Agreement.
- 5.6 Grey County, Chatsworth, Southgate and Georgian Bluffs shall pay to Grey Highlands within 30 days of receipt of the invoices referred to in section's 5.4 and 5.5 above their one fifth share of the costs.

6.0 Indemnification

- 6.1 The Municipalities 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 Municipalities, its officers, members of council, agents, servants, employees, customers, invitees or licensees as a result of activities under this agreement.
- 6.2 The County shall indemnify and hold harmless the Municipalities, 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 as a result of activities under this agreement.

7.0 Insurance

- 7.1 Each party shall, at its expense, maintain and keep in force during the Term of this Agreement:
- a) Municipal General Liability Insurance, including the following and underwritten by an insurer licensed to conduct business in the Province of Ontario:
 - i) A limit of liability of not less than \$2,000,000/occurrence.
 - ii) Each party shall be named as an additional insured with respect to the activities of the named insured under this Agreement;
 - iii) The policy shall contain a provision for cross-liability in respect of the named insured and severability of interests;
- 7.2 Grey Highlands shall keep and maintain adequate property insurance on the Portable Wheel Load Scales and shall ensure that their insurance company is aware that the Portable Wheel Load Scales are under complete care and possession of the OPP. Grey Highlands shall provide evidence of such Insurance to each other Municipality annually.
- 7.3 Each party shall provide all other parties with a certificate of insurance upon execution of this Agreement, and a current valid certificate throughout the Term and any renewal periods.
- 7.4 Each party will endeavor to provide the other with 30 days' prior written notice of an alteration, cancellation or material change in policy terms which reduces coverage to the other.

8.0 Notice

- 8.1 Any notices required must be in writing and delivered to the following addresses between 9:00 AM and 4:30 PM Monday to Friday.

For the County:

County Clerk
County of Grey Administration Building
595 9th Ave East
Owen Sound, ON N4K 3E3
Fax Number: 519-376-8998
Email: countyclerk@grey.ca

For Chatsworth:

The Corporation of the Township of Chatsworth
316837 Highway 6, RR.1
Chatsworth, ON N0H 1G0
Tel: 519-794-3232
Fax: 519-794-4499
Email: Anthony.gibbons@chatsworth.ca

For Southgate:

The Corporation of the Township of Southgate
185667 Grey Road 9, RR.1
Dundalk, ON N0C 1B0
Tel: 519-923-2110
Fax: 519-923-9262
Email: jellis@southgate.ca

For Georgian Bluffs:

The Corporation of the Township of Georgian Bluffs
177964 Grey Road 18, RR.3
Owen Sound, ON N4K 5N5
Tel: 519-376-2729 x306
Fax: 519-372-1620
Email: sdollmaier@georgianbluffs.ca

For Grey Highlands:

The Corporation of the Municipality of Grey Highlands
206 Toronto Street South, Unit 1
P.O. Box 409
Markdale, ON N0C 1H0
Tel: 519-986-1216 x225
Fax: 519-986-3643
Email: cornfieldc@greyhighlands.ca

- 8.2 Notices delivered by fax or e-mail will be deemed to be received on the next business day after the fax or e-mail is electronically confirmed received. Notices sent by mail will be deemed to be received on the fifth day after mailed unless mail service is disrupted. Hand delivered notices will be considered received on the business day of delivery.

9.0 Counterparts

- 9.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together shall constitute one and the same instrument.

10.0 Governing Law

- 10.1 This Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada. The parties submit to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

11.0 Severability

- 11.1 Each of the clauses in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any clause will not affect the validity or enforceability of the other clauses in this Agreement.

12.0 Entire Agreement

- 12.1 This Agreement is the entire agreement between the parties with respect to the joint ownership of the Wheel Load Scales and replaces all prior written or verbal agreements, understandings, negotiations or discussions.

13.0 Amendment of Agreement

- 13.1 This Agreement can only be changed by a written document signed by signing authorities for both parties.

14.0 Successors and Assigns

- 14.1 Neither party may assign all or any part of this Agreement without the written approval of the other party.
- 14.2 This Agreement benefits and binds the parties and their respective successors and permitted assigns.

15.0 No Partnership

- 15.1 Nothing in this Agreement means that a partnership, joint venture or employment relationship exists between the County and the Municipalities or to their respective employees or volunteers.

16.0 Adherence to Laws

- 16.1 The Parties agree to follow all applicable federal and provincial laws in carrying out the terms of this Agreement.

17.0 No Waiver

- 17.1 For either party to release any of its rights under this Agreement, it must be in writing and signed by both parties.
- 17.2 A waiver of a breach of one clause of the Agreement does not apply to any other clause.
- 17.3 A failure or delay in enforcing an obligation in the Agreement does not prevent the enforcement of that obligation at a later date.

18.0 Dispute Resolution

- 18.1 A dispute between the parties relating to the interpretation or implementation of this Agreement will be addressed through good faith negotiation, with or without the assistance of a mediator. The parties agree that in the event that they are not able to reach a resolution of all the matters in dispute after mediation, then the matters remaining in dispute will be finally determined by arbitration in accordance with the provisions of the *Ontario Arbitrations Act*.
- 18.2 The location for any such arbitration hearing will be within the County of Grey at a location to be determined by the County.

The County and the Municipalities, intending to be legally bound, have executed this Agreement on the date first written above.

The Corporation of the County of Grey

<hr/> Selwyn Hicks, Warden	<hr/> Date
<hr/> Heather Morrison, Clerk	<hr/> Date

We Have the Authority to Bind the County.

The Corporation of the Township of Chatsworth

<hr/> Scott Mackey, Mayor	<hr/> Date
<hr/> Patty Sinnamon, CAO/Clerk	<hr/> Date

We Have the Authority to Bind Chatsworth.

The Corporation of the Township of Southgate

<hr/> John Woodbury, Mayor	<hr/> Date
<hr/> Lindsey Green, Clerk	<hr/> Date

We Have the Authority to Bind Southgate.

The Corporation of the Township of Georgian Bluffs

<hr/> Dwight Burley, Mayor	<hr/> Date
<hr/> Brittany Drury, Clerk	<hr/> Date

We Have the Authority to Bind Georgian Bluffs.

The Corporation of the Municipality of Grey Highlands

Paul McQueen, Mayor

Date

Raylene Martell, Director of Council and
Legislative Services/Clerk

Date

We Have the Authority to Bind Grey Highlands

THE ULTRASLIM WEIGH PAD

ULTRASLIM WHEEL LOAD SCALE WITH LCD DISPLAY



The Integrated LCD Display Ultraslim weigh pad, comes with ramps and can be calibrated as a 40K or a 20K pad in different graduations.



Optional Transport Case with rugged handle and wheels holds 2 weigh pads.



LCD TECHNICAL SPECIFICATIONS

LCD Ultraslim Weighpad

Weights:
No Ramp: 45lb (20.4kg)
With Ramp: 55lb (25kg)



LCD Readout Specification

Display	6 large digit LCD
Screen Size	1"
Digit Size	7/8" x 3/8"
Buttons	5 buttons, On/Off, Zero, Tare, Gross/Net, Clear
Indications	Low Battery, Overload
Units	Can be calibrated in lbs or kgs
Material	Impact resistant UHMW
Power Saving	Adjustable power off interval
Calibration	Multipoint linearity adjustment (up to 7 points)



Schedule 'B'



Sales Order

Massload Technologies Inc.
301-47th St. East
Saskatoon SK, S7K5H2
PH: 1-306-242-2020
FX: 1-306-931-1991

Rep	P.O. No.	S.O. Date	S.O. No.
MP		10/03/2018	18-0590

Paid Date	Ship Date	Ship Via
10/03/2018	10/10/2018	Day and Ross

Name / Address
Municipality of Grey Highlands 205 Toronto St. South, unit one PO Box 409 Markdale, ON N0C 1H0 Canada

Ship To
Municipality of Grey Highlands 205 Toronto St. South, unit one PO Box 409 Markdale, ON N0C 1H0 Canada

Customer Contact	Customer Phone	Customer E-mail	Terms	Tax #
	1-888-342-4059	lemonH@greyhighlands.ca	Due on receipt	

Item	Description	Ordered	Rate	Amount
WP-US-M7-40K-KG-LCD	Ultralim Wheel Load Scale 712mm wide 18,200x10kg w/LCD display	4	2,997.00	11,988.00
WP-US-DISC	Ultralim Special Discount	4	-299.70	-1,198.80
WP-US-M7-CASE-LCD	Industrial Carrying Case (Pelican, black 41.12" x 21.54" x 14.88", wt 50lbs) for LCD Ultralim 30" x 18" LCD or 6 pin, holds 2 pads.	2	932.45	1,864.90
Freight-Out-CDN-Other	Outgoing Freight Charge viaDay and Ross.... Customer to unload from LTL flatdeck.	1	192.00	192.00
Freight-Out-CDN-Ins	Optional Loss Insurance. If declined, buyer is responsible for loss or damage after leaving factory	1	60.00	60.00
			Subtotal	CAD 12,906.10
Sales Tax Summary			Sales Tax Total	CAD 1,677.79
HST (ON)@13.0% 1,677.79 Total Tax 1,677.79			Total	CAD 14,583.89