

THE CORPORATION OF THE TOWNSHIP OF LAIRD

By-law Number 2093-26

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A FUEL SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF LAIRD AND THE TOWNSHIP OF TARBUTT

WHEREAS the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes municipalities to enter into agreements with other municipalities for the joint provision of services and for the shared use of municipal facilities;

AND WHEREAS the Township of Laird owns and operates fuel tanks and pumps located at 149 Pumpkin Point Road West, Laird, Ontario;

AND WHEREAS the Township of Tarbutt has requested access to the Facility for the purpose of refuelling municipal vehicles and equipment;

AND WHEREAS Council for the Township of Laird deems it desirable and in the public interest to enter into a Fuel Services Agreement with the Township of Tarbutt;

NOW THEREFORE the Council of The Corporation of the Township of Laird enacts as follows:

1. THAT the Fuel Services Agreement between The Corporation of the Township of Laird and The Corporation of the Township of Tarbutt, attached hereto as Schedule "A", is hereby adopted and approved.
2. THAT the Mayor and Clerk Administrator are hereby authorized to sign the Fuel Services Agreement and any related documents on behalf of the Township of Laird.
3. THAT this By-law shall come into force and take effect on the date of passing.

READ and passed in Open Council this 16th day of July 2026.

Mayor _____
Shawn Evoy

Seal

Clerk _____
Jennifer Errington

Schedule "A"
to
By-Law 2093-26

THE TOWNSHIP OF LAIRD
AND
THE TOWNSHIP OF TARBUTT
FUEL SERVICES AGREEMENT

THIS AGREEMENT is made effective as of the _____ day of _____, 2026
(the "Effective Date").

BETWEEN:

The Corporation of the Township of Laird (hereinafter referred to as the "Supplier")

AND:

The Corporation of the Township of Tarbutt (hereinafter referred to as the "Purchaser")

(Collectively referred to as the "Parties" and individually as a "Party")

WHEREAS the Supplier and the Purchaser are both municipal corporations governed by the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended; and

WHEREAS pursuant to the *Municipal Act, 2001*, municipalities are authorized to enter into agreements with other municipalities regarding the shared use of municipal facilities and the joint provision of services; and

WHEREAS the Supplier owns and operates fuel tanks and pumps located at 149 Pumpkin Point Road West, Laird, Ontario (the "Facility"); and

WHEREAS the Purchaser desires to access and use the Facility for the purpose of refueling municipal vehicles and equipment, and the Supplier is agreeable to permitting such access and use subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PURPOSE

This Agreement permits the Purchaser's Roads Department to access and use the fuel tanks and pumps located at the Facility for the exclusive purpose of refueling municipal vehicles and equipment.

2. TERM

This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated in accordance with Section 8 of this Agreement.

3. ACCESS AND OPERATIONS

(a) **24/7 Access:** The Purchaser's authorized employees shall have unrestricted access to the Facility at all times, twenty-four (24) hours per day, seven (7) days per week.

(b) **Keys and Entry Control:** The Supplier's Roads Superintendent shall provide keys (or access cards/codes) to all Purchaser authorized employees who require access for operational purposes. The Purchaser is strictly responsible for safeguarding all access mechanisms provided to them.

(c) **Compliance with Protocols:** Both Parties shall comply with all safety, environmental, and operational protocols, policies, and procedures established by the Supplier, including any updates communicated in writing from time to time.

(d) **Authorized Vehicles Only:** The Purchaser shall ensure that only authorized municipal vehicles and equipment are refuelled at the Facility. Fuel shall not be dispensed into personal vehicles or unauthorized portable containers.

4. FINANCIAL ARRANGEMENTS

(a) **Fuel Pricing:** The Purchaser shall pay the Supplier the current per-litre price plus HST that the Supplier is billed for all fuel dispensed to the Purchaser.

(b) **Invoicing and Payment:** The Supplier shall issue invoices to the Purchaser on a monthly basis. Payment is due and payable within thirty (30) days of the invoice date.

(c) **Maintenance and Repair Costs:** The Supplier and the Purchaser both agree to share equally the cost of routine maintenance, inspections and repairs to the fuel system, caused by reasonable wear and tear. Any costs, fees, or expenses arising solely from the Purchaser's mis-use of the Facility fuel system, save and except routine maintenance and reasonable wear and tear, shall be at the sole expense and responsibility of the Purchaser. Any maintenance, inspection, or repair work that is required, shall be provided in writing to the Supplier forthwith. The Supplier shall have the exclusive right to coordinate and execute the necessary repairs or maintenance. Following the completion of the work, the Supplier shall invoice the Purchaser for the total costs incurred, and the Purchaser shall pay such invoice in full within thirty (30) days of the invoice date.

5. MAINTENANCE AND INSPECTION

(a) **Regulatory Compliance:** Both Parties will ensure that the fuel tanks and pumps are maintained in strict accordance with all applicable environmental and safety regulations of the Province of Ontario and the federal laws of Canada, including the requirements of the *Technical Standards and Safety Authority* (TSSA).

(b) **Inspections:** Inspections of the Facility and equipment will occur monthly by the Supplier, with all resulting documentation shared promptly between both Parties.

6. ENVIRONMENTAL RESPONSIBILITIES

(a) **Spill Prevention:** Both Parties shall exercise the highest degree of care to prevent the spill, release, or discharge of fuel or any other hazardous materials while utilizing the Facility.

(b) **Spill Reporting:** In the event of a fuel spill or environmental release caused by the Purchaser, its employees, or agents, the Purchaser shall immediately notify the Supplier. Where required by law, the Ontario Ministry of the Environment, Conservation and Parks (MECP), the Spills Action Centre, and any other applicable regulatory authorities will be notified. Should a spill be caused by the Supplier, written notice will be provided to the Purchaser.

(c) **Remediation and Clean-Up:** Each Party shall be solely responsible, at its own expense, for the immediate containment, clean-up, and remediation of any spill or environmental contamination at the Facility caused by the negligence, acts or omissions of either party or its employees, in accordance with all applicable environmental laws.

(d) **Purchaser Indemnity:** Each party shall indemnify, defend and hold the other party and their elected officials, officers, employees, agents, contractors, successors and assigns, free and harmless from and against any claims (including third party claims), damages, losses, forfeitures, penalties, expenses or liabilities (including reasonable legal fees and other costs of litigation) arising from or caused in whole or in part, directly or indirectly, by any of the following, the foregoing indemnification shall survive any expiration or early termination of this Agreement:

- (a) the discharge in or from the Facility by the acts or negligence of either party or its elected officials, officers, agents, employees, contractors or subcontractors (“Supplier Parties”) of any Hazardous Material or Hazardous Substances which are not in compliance with all Environmental Laws, or the disposal, release, threatened release, discharge, or generation of Hazardous Material or Hazardous Substances which are not in compliance with all Environmental Laws to, in, on,

- under, about, or from the Facility by the Purchaser or any of the Purchaser Parties,
or
(b) the failure of either party to comply with any Environmental Laws.

"Environmental Laws" means any and all federal, provincial and municipal laws, by-laws and regulations relating to:

- (a) emission, discharges, spills, releases or threatened releases of pollutants, contaminants, "Hazardous Materials" (as hereinafter defined), or hazardous or toxic materials or wastes onto land or into ambient air, surface water, ground water, wetlands, septic systems;
- (b) the use, treatment, storage, disposal, handling, of Hazardous Materials or hazardous and/or toxic wastes, material products or by-products (or of equipment or apparatus containing Hazardous Materials), or
- (c) pollution or the protection of human health or the environment.

"Hazardous Materials" means

- (i) hazardous materials, hazardous wastes, and hazardous substances as those terms are defined under any Environmental Laws,
- (ii) petroleum and petroleum products including crude oil and any fractions thereof;
- (iii) natural gas, synthetic gas, and any mixtures thereof;
- (iv) asbestos or any material which contains any hydrated mineral silicate, including, but not limited to chrysotile, amosite, crocidolite, tremolite, anthophyllite, or actinolite, whether friable or non-friable;
- (v) PCB's or PCB-containing materials, or fluids;
- (vi) any other hazardous or radioactive substance, material, contamination, pollutant, or waste; and
- (vii) any substance with respect to which any Environmental Law or Governmental Authority requires environmental investigation, monitoring or remediation. For purposes hereof, "**Governmental Authority**" shall mean any local, regional, provincial or federal entity, agency, court, judicial or quasi-judicial body, or legislative or quasi-legislative body.

7. INSURANCE AND INDEMNIFICATION

(a) **Commercial General Liability:** Each Party shall maintain Commercial General Liability insurance with a minimum limit of Five Million Dollars (\$5,000,000) per occurrence for bodily injury, death, and property damage.

(b) **Automobile Liability:** Each Party shall maintain Automobile Liability insurance for all owned, non-owned, and hired vehicles accessing the Facility, with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence.

(c) **Environmental/Pollution Liability:** Each Party shall maintain Environmental Impairment or Sudden and Accidental Pollution Liability insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence to cover third-party bodily injury, property-damage, and clean-up costs arising from pollution conditions.

(d) **Additional Insured:** Each Party shall name the Other Party as an "Additional Insured" on its Commercial General Liability and Environmental Liability policies with respect to liability arising out of the Purchaser's operations at the Facility.

(e) **Certificates of Insurance and Notice of Cancellation:** Upon execution of this Agreement, and annually thereafter, each Party shall provide the other with Certificates of Insurance evidencing that the required coverages are in full force and effect. Furthermore, the Purchaser shall ensure that its policies of insurance contain a provision or endorsement requiring the insurer to provide the Supplier with at least thirty (30) days' prior written notice of any policy cancellation, material change, or non-renewal.

(f) **Indemnification:** The Purchaser covenants to defend, indemnify and save harmless the Supplier, its elected officials, officers, employees, agents, contractors and subcontractors ("Supplier Parties") from and against any and all claims and demands, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest and damages of every nature and kind whatsoever including but not limited to injury or death to person or damage and destruction of property, including loss of revenue or incurred expense resulting and arising out of or occasioned by the Purchaser's use of the Facility or breach of this Agreement.

The Purchaser further covenants to defend, indemnify and save harmless the Supplier and Supplier Parties with respect to any encumbrance on or damage to the Facility occasioned by or arising from the act, default, error, omission, fraud or negligence of the Purchaser, its elected officials, officers, agents, employees, contractors or subcontractors ("Purchaser Parties") and the Purchaser agrees that the foregoing indemnity shall survive the termination of this Agreement notwithstanding any provisions of this Agreement to the contrary and be in addition to any insurance to be provided by the Purchaser and this indemnification shall bind the Purchaser Parties.

8. TERMINATION

(a) **Notice Requirement:** Either Party may terminate this Agreement without cause at any time by providing thirty (30) days' prior written notice to the other Party.

(b) **Immediate Termination for Default:** Either Party may terminate this Agreement immediately upon written notice if the other party commits a material breach of this Agreement (including safety or environmental violations) and fails to remedy such breach within five (5) days of receiving written notice of the breach.

(c) **Return of Access and Cessation of Use:** Upon the effective date of termination, the Purchaser shall immediately return all keys and access devices issued under this Agreement, pay all outstanding invoices, and cease all access to and use of the Facility.

9. GENERAL PROVISIONS

(a) **Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

(b) **Notices:** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed properly given if delivered personally, sent by courier, or transmitted by email to the following addresses:

To Supplier: Jennifer Errington, Clerk Administrator
The Township of Laird
3 Pumpkin Point Road West, Echo Bay, Ontario, P0S 1C0
(705) 248-2395
clerk@lairdtownship.ca

To Purchaser: Carol Trainor, CAO/Clerk
The Township of Tarbutt
27 Barr Road South, Desbarats, Ontario, P0R 1E0
(705) 782-6776
clerk@tarbutt.ca

Any notice given by courier shall be deemed to have been received on the fifth (5th) business day following the date of dispatch. Any notice given by email shall be deemed to have been received on the date of transmission if sent before 5:00 p.m. Eastern Standard Time (EST) on a business day. If transmitted by email after 5:00 p.m. EST, or on a Saturday, Sunday, or statutory holiday in Ontario, the notice shall be deemed to have been received on the next business day.

(c) **Severability:** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remaining provisions shall continue in full force and effect.

(d) **Force Majeure:** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control, such as acts of God, extreme weather, strikes, or government action.

(e) **Dispute Resolution:** In the event of a dispute arising out of this Agreement, the Parties agree to first attempt to resolve the dispute through good faith negotiations between the respective Senior Administrative Officers of each Township. If the dispute cannot be resolved through negotiation within thirty (30) days, the Parties may mutually agree to submit the dispute to non-binding mediation. Should mediation fail or be declined, the dispute may then be submitted to binding arbitration in accordance with the *Arbitration Act, 1991*, S.O. 1991, c. 17, or alternatively, be resolved through the courts of Ontario.

(f) **Survival:** The provisions of this Agreement pertaining to indemnification, environmental responsibilities, and financial obligations incurred prior to termination shall survive the expiration or termination of this Agreement.

(g) **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

(h) **Amendments:** No amendment, modification, or waiver of any provision of this Agreement shall be valid or binding unless it is in writing and signed by authorized representatives of both Parties.

(i) **Waiver:** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

(j) **Assignment:** Neither Party may assign or transfer this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other Party.

(k) **Relationship of Parties:** The Parties are independent entities. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties.

(l) **Counterparts and Electronic Signatures:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission (including PDF via email) shall be equally as effective as delivery of an original executed counterpart.

10. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Fuel Services Agreement by their duly authorized representatives as of the Effective Date.

The Corporation of the Township of Laird
(Supplier)

Mayor – Shawn Evoy

Clerk – Jennifer Errington

Date: _____

The Corporation of The Township of Tarbutt
(Purchaser)

Mayor – Lennox Smith

Clerk – Carol O. Trainor

Date: _____