

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

BY-LAW 90-37

A By-Law to enter into an agreement with Bee-Line Wreckers and
Bee-Line Disposal to implement a Waste Recycling Program

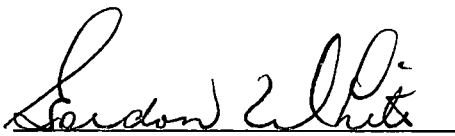
- WHEREAS:
1. Under Section 210(83) of the Municipal Act R.S.O. 1980, a municipality may enter into an agreement with a person for collection, removal and disposal of garbage or of garbage and other refuse.
 2. The Council of the Corporation of the Township of Westmeath deems it expedient to enter into an agreement to implement a Waste Recycling Program for collection, removal and disposal of recyclable material.

NOW THEREFORE the Corporation of the Township of Westmeath ENACTS as follows:-

- 1 The Council of the Corporation of the Township of Westmeath deems it expedient to enter into an agreement with Bee Line Wreckers and Bee Line Disposal known as Schedule "A" and forming part of this By-law to implement a Waste Recycling Program.
- 2 The Reeve and Clerk are hereby authorized to sign the attached Schedule "A" on behalf of the Corporation.

This By-law shall come into force on the date of passing hereof.

PASSED and ENACTED this 8th Day of August, 1990


Reeve


Clerk

SERVICE CONTRACT FOR:

The provision of personnel, equipment, records and service to implement a Waste Recycling Program within the geographical boundaries of Westmeath Township in the Province of Ontario.

This agreement made in duplicate will take effect as stipulated in the Contractor proposal or as agreed to as a result of negotiations between the Contractor and the Municipality.

BETWEEN - -:

The Municipality of Westmeath Township in the County of Renfrew, Ontario.

OF THE FIRST PART

AND - -:

OF THE SECOND PART

WHEREAS--: the party of the first part desire to implement a recycling station pick-up and marketing service, which includes all equipment and service deemed necessary to market recyclable materials, such as glass and metals, in the Township of Westmeath in the County of Renfrew, Ontario.

WHEREAS--: the party of the second part agrees to provide a recycling pick-up and marketing service including all equipment deemed necessary at (1) one recycling stations to assist the public in separating all materials considered recyclable.

Part (1) --: SERVICE AND EQUIPMENT

The Company (Contractor) shall provide the services as enumerated hereunder:

- (a) Two (2) metal containers approximately 10 cubic yards at each recycling station. Each container shall be of steel construction with lockable covers and safety type deposit hatches.
- (b) The Company (Contractor) shall provide all pick-up and delivery vehicles and equipment.
- (c) The Company (Contractor) shall provide a pick-up response time not to exceed two (2) working days from notification, that a particular container is full and requires pick-up, storage and/or marketing.
- (d) The Company (Contractor) shall agree to the relocation of a recycling station (within the Township) should a particular station location be deemed unsatisfactory to the Municipality.
- (e) All operations relative to material, transportation, pick-up, storage and/or disposal shall be executed in keeping with all Federal, Provincial or Municipal by-laws and regulations.
- (f) The Company (Contractor) shall pick-up recyclables at a cost of \$65.00 per container, two dumps per month.
- (g) The Company (Contractor) shall be responsible for the provision, maintenance, repairs and replacement of all equipment supplied under the terms of this contract.
- (h) The Company (Contractor) shall have a minimum of \$1,000,000.00 Liability Insurance Coverage and shall take all reasonable precautions to prevent injury to persons using the containers.

Part (2) --: RECORDS, PAYMENT AND TIME FRAMES

- 1) The accounting system must include the recording of pick-up dates and locations of each container as well as weight of materials.
- 2) The Company (Contractor) shall deliver on an annual basis a totally certified audit of all things relative to the said contract.
- 3) Penalty of \$50.00 per day for late pick-up.
- 4) The Company (Contractor) shall make all payments or billings to the --: Municipality of Westmeath Township
Westmeath, Ontario
K0J 2L0

Part (3) --: CONTRACT CONDITIONS

- 1) Only with mutual approval, can this contract be changed or altered.
- 2) If the Company (Contractor) fails to meet the requirements of the contract, the Township shall have the right to terminate the contract with a thirty (30) day notice.
- 3) This contract shall come into force August 1, 1990 and end August 1, 1991.

ATTACH--: details of total proposition.

IN WITNESS WHEREOF--: the parties hereto have executed this agreement as of:

_____.

In and for the Municipality of Westmeath Township, County of Renfrew, Province of Ontario, Canada.

Gordon White
TOWNSHIP REEVE

Randi Keith
CLERK

COMPANY (CONTRACTOR):

John C. Jew

PRESIDENT/CHIEF EXECUTIVE OFFICER

or--

Charles Yee
WITNESS