

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

BY-LAW 91-23

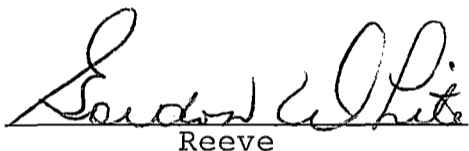
A By-Law to enter into an Agreement regarding Recyclables

- WHEREAS: 1. Section 210(83) of the Municipal Act R.S.O. 1980 authorize a municipality to enter into an agreement regarding the collection, removal and disposal of recyclables upon such terms and conditions as may be considered expedient.
2. The Council of the Corporation of Westmeath intends to have curbside pick-up of recyclables.

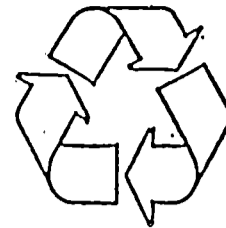
NOW THEREFORE the Council of the Corporation of the Township of Westmeath ENACTS as follows:-

- 1 The Reeve and Clerk are hereby authorized to sign an agreement with Beauman Industries regarding curbside pick-up of recyclables.
- 2 The agreement mentioned in Clause 1 shall be known as Schedule "A" and forms part of this by-law.

PASSED and ENACTED this 21 of August 1991


Reeve


Clerk



BEAUMEN INDUSTRIES

RECYCLING CONTRACT

CURBSIDE

BETWEEN: BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.
(Hereinafter referred to as "Beaumen")

and

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH
(hereinafter referred to as the "Municipality")

Beaumen operates a licensed recycling process plant in
the Town of Renfrew.

The following will describe the services provided by
Beaumen and the responsibilities of the Municipality.

BEAUMEN AND THE MUNICIPALITY AGREE AS FOLLOWS:

1. Beaumen shall:

Pick up uncontaminated recyclable materials placed in
Blue Boxes at curbside on Public roads (One (1) Blue box
per household).

Transport the materials to their recycling processing
plant.

Process and sell the recyclable materials.

Weigh and type the materials picked-up.

Provide a computerized summary to the municipality on a
bi-annual basis of the materials that have been recycled
from the Municipality.

Maintain a schedule encompassing the entire municipality
for regular pick-up of blue boxes.

Publish any changes of schedule due to statutory
holidays.

2. The Municipality shall:

Provide and distribute blue boxes to residents for the recyclable materials.

Advertise and promote the recycling program.

Take measures to prevent scavenging of blue boxes.

Pay Beaumen .80 cents per week for each permanent household.

Pay Beaumen .80 cents per week for every three (3) seasonal households.

Pay all sums due to Beaumen in 12 equal monthly payments.

3. The parties mutually agree that:

The number of permanent households on the 1st day of January, 1991 is 806

The number of seasonal households on the 1st day of January, 1991 is 424

Upon the request of the Municipality additional households may be added to the collection routes at the rates agreed to above.

Appropriate payment modifications will take place on the first day of the following month.

Any other material as mutually agreed upon by the Contractor and Client may be added to the list of recyclables.

Any written communications between the parties shall be delivered by mail or by hand to:

A) Beaumen Waste Management Systems Ltd.
Attention: Dan Menard
P.O. Box 40,
Renfrew Ontario
K7V 4A2.

B) Attention: The Reeve
Corporation of the Township of Westmeath
Westmeath, Ontario.
K0J 2L0

This document is the entire agreement between the parties.

Beaumen will not assign without the written permission of the municipality all or any portion of this contract.

This contract covers only residential recycling. All commercial or institutional recycling will be done by Beaumen through direct negotiations with the respective business or institution.

Should any points of dispute in the interpretation of the contract arise between Beaumen Waste Management Systems Ltd. and the Municipality, the Reeve shall be the sole arbitrator in their settlement.

Beaumen shall comply with all Federal, Provincial and local laws and regulations now or hereafter enacted in the performance of all portions of the work.

Should any employee of Beaumen Industries employed on or about the work given any just cause for complaint the Reeve will notify the contractor in writing stating the reason therefore, and

Beaumen will be responsible for taking whatever appropriate action is necessary to ensure that the cause for complaint is eliminated.

Collection of recycled materials will not commence prior to 7:00 a.m.

Beaumen shall provide evidence of liability insurance and agrees to indemnify Westmeath Township for any claim made against the Township of Westmeath relating from actions of Beaumen.

DEFINITION

"Recyclable material" are those listed in schedule "A" hereto.

A "household" is one of the following:

- a permanent family dwelling
- a seasonal family dwelling
- a unit in a duplex, triple, or townhouse
- an apartment unit

A 60/40 profit sharing split in favour of the Municipality shall be enacted upon the value of any material exceeding the benchmark price.

COMMODITY	BENCHMARK	DATE
Tin	.05 cent per/lb	Present value for
Glass - clear	.03 cent per/lb	Recyclable material
- colored	.03 cent per/lb	subject to change
Newsprint	.02 cent per/lb	RE: Supply and demand
Aluminum	.38 cent per/lb	
Plastic - P.E.T.	.10 cent per/lb	

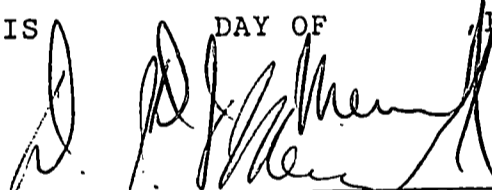
THIS CONTRACT BEGINS ON THE 1st DAY OF *September*, 1991

THIS CONTRACT ENDS ON THE 31st DAY OF *August*, 1992

SIGNED AT THE _____ OF

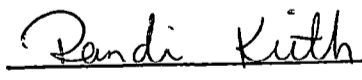
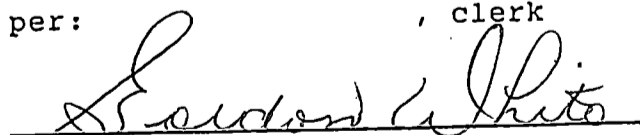
Beaumen Waste Management
Systems Ltd.

THIS _____ DAY OF _____, 1991


per: Dan Menard President

SIGNED AT THE Township OF *Westmeath*

The Corporation of the Township
of *Westmeath* a approved by
a resolution of the Council
dated the 21 day of *August*, 1991


per: _____, clerk

per: _____; Reeve

Schedule "A"

To a contract between Beaumen Waste Management Systems Ltd. and the

Recyclable Materials

TIN

ALUMINUM

CLEAR GLASS

COLOUR GLASS

NEWSPRINT

PLASTIC P.E.T. BOTTLES

SEVERAL TYPES OF PLASTIC