

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

BY-LAW No. 92-09

A By-Law to authorize the Township of Westmeath to enter into a contract for the collection of garbage.

WHEREAS: 1. Section 210, subsection 89 of the Municipal Act R.S.O. 1990 provides that the Council of a Municipality may pass a by-law to establish and maintain a system for the collection, removal and disposal of garbage.

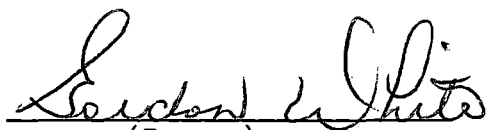
AND WHEREAS:

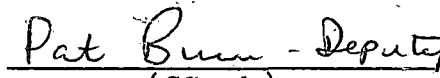
2. The Council of the Corporation of the Township of Westmeath intends to enter into an agreement with a private contractor for curbside pickup, removal and disposal of household garbage.

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 Glen Moore regarding curbside pick-up of household waste.
- 2) The Agreement mentioned in Clause 1) shall be known as Schedule "A" and forms part of this by-law.
- 3) The term of the contract shall be from April 1st 1992 to March 31st 1994.
- 4) This by-law rescinds by-law 91-18.

PASSED and ENACTED this 18th day of March 1992.

  
(Reeve)

  
(Clerk)

THIS AGREEMENT made this 1st day of April 1992

BETWEEN:

GLEN MOORE of the Township of Westmeath  
in the County of Renfrew,

Hereinafter called the "CONTRACTOR" of the first part, and

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

Hereinafter called the "MUNICIPALITY" of the second part

WITNESSETH that in consideration of the covenants hereinafter reserved and contained and in consideration of the fulfillment of the respective promises and obligations herein set forth, the Parties agree as follows:

1. The Contractor hereby agrees to collect and deliver to the Waste Disposal Site in the Township of Westmeath, or as otherwise directed within the Township, household waste deposited in specially marked (Township) yellow garbage bags left at roadside at premises, on routes as designated by the Municipality.
2. The Contractor hereby agrees that all garbage collection shall be performed promptly, neatly and efficiently in accordance with the provisions contained herein;
3. All designated premises shall receive a garbage pickup once in each and every week. The Contractor will distribute an approved schedule for pickup to each and every user by regular mail or personal delivery. All garbage pickup shall commence not earlier than 7:00 a.m. and terminate by 7:00 p.m.
4. Should a change to the agreed pickup times be desired by the Contractor and be approved by the Township of Westmeath, then each user shall be informed of all such changes by the regular mail or personal delivery seven (7) days before such changes are effected.
5. The Contractor shall gather up any waste that may have been spilled from the respective receptacles used for holding the same or as a result of his work. The Contractor also agrees to make reasonable efforts to retrieve roadside waste which he may encounter while making his rounds. The Contractor further agrees to report to the Township of Westmeath any person who does not take proper care in the disposal of waste.
6. The Contractor shall not be under any obligation to remove any garbage other than that deposited in the Township's yellow bags or

as particularly agreed to with commercial operators.

7. The Contractor shall only be responsible for collecting non-flammable refuse. If ashes, garbage or other such refuse appears in any way to present a fire hazard which will endanger the equipment or disrupt the schedule, the Contractor shall not be responsible for collecting the same.

8. It is agreed that the Municipal Council or its authorized representatives shall have the final authority with respect to all issues concerning garbage collection in the Township. The Municipal Council of the Township of Westmeath shall determine whether the Contractor has fulfilled the terms of this Contract.

9. The Contractor shall be solely responsible to supply vehicles, equipment and tools necessary to carry out the terms of this contract. The Contractor shall have the necessary replacement equipment available in the event of any equipment breakdown.

10. In carrying out the work as described herein, the Contractor must be careful not to cause any injury or damage to any property, public or private and he must make good the same, at his own expense, in the manner directed by and to the satisfaction of the Municipality

11. The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done or caused by him or his employees, or resulting from the prosecution of the works, or any of his operations, or caused by reason of the existence or location or condition of the works or of any materials, equipment or machinery used thereon or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions or covenants, and agrees to hold the Corporation harmless and indemnified for all such damages; and, in case of the Contractor's failure, neglect or omission to observe and perform faithfully and strictly all of the provisions of this contract, the Corporation may, either with or without notice (except where in these conditions notice is specifically provided for, and then upon giving the notice therein provided for) take such steps, procure such material, plant trucks and men, and do such work or things as they may deem advisable towards carrying out and enforcing same, and any and all expenses so incurred may be deducted from the monies due thereunder, and any such action by the Corporation as it is herein empowered to take, shall not in any way relieve the Contractor of his surety from any liability under the Contract.

12. The Contractor shall, at all times, pay or cause to be

paid any assessment or compensation required to be paid pursuant to the Workers' Compensation Act, and upon failure so to do, the Corporation may pay such assessment or compensation to the Workers' Compensation Board and to deduct or collect such expense from the monies due hereunder. The Contractor shall, at the time of entering into any Contract with the Corporation, make a statutory declaration that all assessments or compensations payable to the Workers' Compensation Board have been paid, and the Corporation may at any time during the performance or upon the completion of such contract require a further declaration that such assessments or compensation have been paid.

13. The Contractor shall carry general liability insurance from an insurance company satisfactory to the Municipality, and such policy shall be for an amount of at least One Million Dollars. In addition the Contractor shall carry, on all his vehicles insurance, public liability and property damage in an amount of at least One Million Dollars and prove to the satisfaction of the Municipality from time to time as the Municipality may require, that all premiums of such policy or policies of insurance have been paid and that the insurance is in full force and effect.

14. The parties hereto agree that the work to be performed under the contract or any part thereof or any monies or orders payable under this contract shall not be assigned or sublet by the Contractor without the written approval of the Corporation of the Township of Westmeath. It is further agreed that in the event the said written authority is given, it shall not operate under any circumstances to relieve the Contractor of his liabilities and obligations under this contract.

15. If, at any time, during the continuance of the work, in the opinion of the Municipal Corporation of the Township of Westmeath, the said work is not being carried out in accordance with the specifications and conditions contained in the contract, or in the opinion of the Township of Westmeath, there are substantial ratepayer complaints with respect to the collection of garbage or in the opinion of the Township of Westmeath the work is not being carried out in a good and workmanlike manner, the Municipality shall have the right to terminate the contract forthwith.

In the event of the termination of the contract, pursuant to this provision, the Contractor shall not be entitled to receive further payment until the termination date of the contract, provided that if the unpaid balance of the full contract price exceeds the expense of completing the work, such excess shall be paid to the Contractor. In the event the expense of completing the work pursuant to this contract shall exceed such unpaid balance, the Contractor shall pay the difference to the Municipality.

16. The Contractor shall at all times carry on the work in a manner that will create the least interference with traffic consistent with the faithful performance of the work.

17. Any private contracting the Contractor chooses to take must not conflict with or interfere with the work undertaken in this contract. He shall collect all tipping fees as agent for the Township with respect to all private work and shall conduct all such work except in the case of an emergency with normal hours of waste disposal site operation.

18. The term of this contract shall be for 24 months and shall commence on the 1st day of April 1992 and shall conclude on the 31st day of March 1994 unless either party gives notice of renewal to the other party in writing within sixty (60) days prior to March 31 1994. The Municipality shall pay to the Contractor the sum of \$53,785.75 for the first 12 months and a similar sum for each subsequent 12 month period subject only to annual increases at the then current rate of inflation.

19. Payment shall be on a monthly basis with the payments to be made on the last day of each and every month for the previous month's work. Such monthly payment shall be one-twelfth (1/12) of the contract sum for the current year.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signatures of their proper officers in that behalf.

SIGNED SEALED & DELIVERED )  
in the presence of: )

Glen Moore  
Glen Moore

Pat Brunner, Treasurer, )  
Witness )

) CORPORATION OF THE TOWNSHIP OF WESTMEATH  
Boudon White  
Reeve

Randi Keith  
Clerk