

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

BY-LAW 94-15

A By-Law to authorize the Township of Westmeath to enter into an Agreement regarding collection of Recyclables.

- WHEREAS: 1. Section 210, subsection 89 of the Municipal Act, R.S.O. 1990 authorizes a Municipality to enter into an agreement regarding the collection, removal and disposal of recyclables.
2. The Council of the Corporation of the Township of Westmeath intends to enter into an agreement with a company for curbside pickup, removal and disposal 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 Beaumen Waste Management Systems Ltd. regarding curbside pickup of recyclables.
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 agreement shall be from June 1st, 1994 to May 31st, 1995.
4. This By-Law rescinds By-Law 91-23.

PASSED and ENACTED this 18th Day of May, 1994.



Reeve



Deputy Clerk

THIS AGREEMENT MADE in duplicate this 18 day of May 1994

RECYCLING CONTRACT

CURBSIDE

BETWEEN: BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.
(hereinafter referred to as "Beaumen")
of the FIRST PART

AND:- THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

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 material placed in Blue Boxes at curbside on Public roads.
 - Transport the materials to their recycling processing plant.
 - Process and sell the recyclable materials.
 - Weigh all type of the materials pick-up.
 - Provide a computerized summary to the municipality on a bi-annual basis of the materials that have been recycled from the Municipality.

2. **The Municipality shall:**
 - Provide and distribute blue boxes to residents for the recyclable materials.
 - Advertise and promote the recycling program.
 - Prevent scavenging of blue boxes.
 - Pay Beaumen \$1.05 every Two (2) weeks for each household
 - Pay Beaumen \$1.05 every Two (2) weeks 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 households on the 1st day of May

1994 Households		852
1994 Seasonal 431/3	=	<u>143.66</u>
TOTAL		995.66

Upon the request of the Town Clerk additional households may be added on the collection routes at the rate of \$1.05 per household and 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 hand to:

A) Beaumen Waste Management Systems Ltd.
Attention: Dan Menard
610 Lisgar Avenue
Renfrew, Ontario
K7V 3N8

B) Attention: Reeve
Township of Westmeath
Westmeath, Ontario
K0J 2L0

This document is the entire agreement between the parties.

Commercial pick-ups are paid by the Township of Westmeath and will be done every second week at the rate of \$4.75 per Depot bin. (95 gallon container)

Should any points of dispute in the interpretation of the contract arise between Beaumen Waste Management Systems Ltd. and the Municipality, the President of Beaumen Industries or his delegate will meet with Council to resolve the issue before involving legal services.

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

Should any employee of Beaumen Waste Management employed on or about the work given any just cause for complaint the Clerk will notify the contractor in writing stating the reason thereafter.

AND

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

DEFINITION

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

"A household" is one of the following

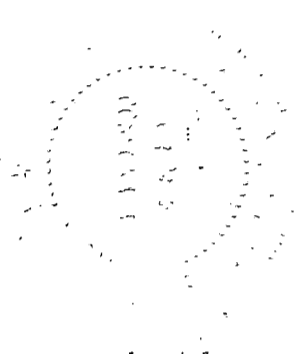
a single family dwelling

a unit in a duplex, triple, or townhouse

an apartment unit

THIS CONTRACT BEGINS ON THE 1st DAY OF JUNE 1994
THIS CONTRACT ENDS ON THE 31st DAY OF MAY 1995

SIGNED AT THE *Town of Renfrew* THIS *26th*
DAY OF *MAY* 1994



[Handwritten Signature]
Beaumen Waste Management Systems Ltd.
per: Dan Menard, President

SIGNED AT THE TOWNSHIP OF WESTMEATH

The Corporation of the Township
of Westmeath approved by a
resolution of the Council
dated the *18* day of *May* 1994.

[Handwritten Signature]
per: Clerk
[Handwritten Name]

[Handwritten Signature]
per: Reeve

SCHEDULE "A"

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

RECYCLABLE MATERIALS

TIN, FOOD & BEVERAGE CANS

ALUMINUM CANS

CLEAR GLASS

COLOUR GLASS

NEWSPRINT

PLASTIC PET BOTTLES (#1)

PLASTIC HDPE BOTTLES (#2)

PLASTIC BAGS & POUCHES

CORRUGATED CARDBOARD

MILK CARTONS

BOXBOARD

TEXTILES

ALUMINUM FOIL & TRAYS

MAGAZINES

DRINK BOXES

BROWN PAPER BAGS

CATALOGUES