

CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

By-Law No. 02-01-53

Being a By-law to authorize the Reeve and CAO/Clerk to execute an agreement with Buchanan's Sand and Gravel Limited and Barron Disposal System Inc with respect to the provision of a compactor for the compaction and spreading of cover material at the Township of Whitewater Region Landfill site(s).

WHEREAS Section 208.2 of the Municipal Act R.S.O. 1990 authorizes Councils of local municipalities to establish, maintain and operate waste management systems: and

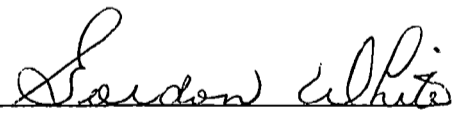
WHEREAS Council deems it expedient to enter into a contract with Buchanan's Sand and Gravel Limited and Barron Disposal System Inc to operate compaction equipment at the Township of Whitewater Region Landfill site(s).

NOW THEREFORE the Council of the Corporation of the Township of Whitewater Region enacts as follows:

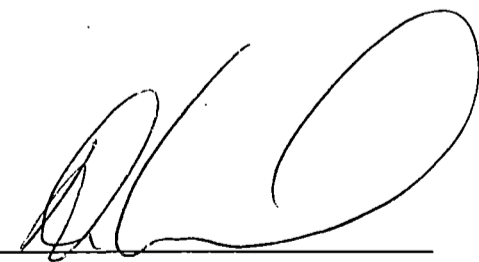
- a. **THAT** the attached Schedule "A's" shall form part of this By-law and all of its terms and conditions are hereby adopted as if fully recited herein.
- b. **THAT** the Reeve and CAO/Clerk are hereby authorized to execute the attached agreement with Buchanan's Sand and Gravel Limited and Barron Disposal System Inc with respect to the provision of compaction equipment for the compaction and spreading of waste and cover material at the Township of Whitewater Region Landfill site(s).
- c. **THAT** this By-law shall come into force and take effect immediately upon the passage thereof.

Read a FIRST and SECOND time this 9th day of January 2002

Read a THIRD time and passed this 9th day of January 2002



Reeve



CAO/Clerk

This is Schedule "A" to By-Law No.

AGREEMENT

This Agreement made in triplicate this 31st day of Dec 2001.

BETWEEN THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION
(Hereinafter called the "Township")

OF THE FIRST PART

AND

Barron Disposal Systems Inc.
(Hereinafter called the "Contractor")

OF THE SECOND PART

In consideration of the covenants and obligations stipulated herein, the Township and the Contractor have agreed to enter into an agreement as follows:-

1. DURATION OF AGREEMENT

The term of this agreement shall be January 1, 2002 to December 31, 2003
The Township shall have the option, with 60 days notice, to adjust or terminate the contract forthwith.

2. SCOPE OF SERVICES

The Contractor shall be responsible for the daily compaction of garbage and spreading of cover at the Ross Landfill Site. Specifically, the Contractor is responsible for the duties listed in Number 3 below.

3. TERMS OF OPERATION

- 1) The Contractor will provide, maintain and operate a machine with a minimum operating weight of 20 tonnes with a blade designed for landfill spreading and compaction.
- 2) The Contractor will compact and cover on a weekly basis, with an approximate time, as follow:

Ross Site	4 days	8 Hours
Cobden Site	1 day	3 Hours
- 3) The Contractor will commence compaction after 2:00 p.m. when sites are closed.
- 4) Cover material will be provided at or near the active face for covering and compacting.
- 5) The landfill site manager will determine the area where the compaction equipment will be operated.
- 6) The compaction equipment must be equipped with a drive shaft hour meter. When the equipment is in operation (hour meter running) the machine must be at or near maximum operational capacity (working).
- 7) The compaction operation will conform to the guidelines set out in the Township of Whitewater Region Landfills' Certificates of Approval to operate a waste disposal site.

4. PAYMENT PROCEDURE

- 1) For services rendered, the Contractor shall receive the hourly rate in accordance with Appendix 'A' for each hour registered on the drive shaft hour meter and verified by the landfill site manager.
- 2) The drive shaft hour meter will be verified weekly by the landfill site manager, who will compare their total with the total submitted by the Contractor. In the event of a discrepancy, the CAO/Clerk shall be the sole judge and arbiter of which total is to be used to determine the number of hours paid for.
- 3) The Contractor shall be paid in monthly installments, payable within five (5) working days following the end of each month.
- 4) If for any reason the Township deems it necessary to increase/decrease the number of hours per week that the Contractor operates the compactor, the hourly rate shall be in accordance with appendix 'A'.

5. INSURANCE

Prior to the commencement of the compaction/cover operations and during the term of the contract, the Contractor shall produce evidence of third party liability insurance in a form satisfactory to the Township, as follows.

Comprehensive General Liability Insurance

Policy to be written on the comprehensive form including contractual liability. All operations pursuant to the contract will be insured with an inclusive limit of one million dollars (\$1,000,000.00) for bodily injury and property damage. The Township will be named as an additional insured on the policy.

6. PROSECUTION OF WORK

If, in the opinion of the CAO/Clerk, the Contractor is not satisfactorily carrying out any of the duties incumbent upon him pursuant to the terms of this contract, then in any such case the CAO/Clerk shall notify the Contractor in writing by registered letter. If said notification remains unremedied within forty-eight (48) hours, from the date of notification by registered letter, then in that case the CAO/Clerk shall have full authority to effect whatever action he deems necessary to rectify the default/neglect of the Contractor.

7. ADDRESS FOR SERVICE

CONTRACTOR

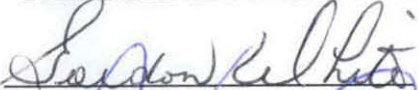
R.R. 1
Haley Station, Ontario
K0J 1K0

TOWNSHIP OF WHITEWATER REGION

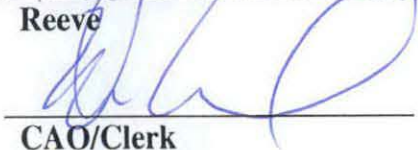
44 Main Street,
P.O. Box 40,
Cobden, Ontario
K0J 1K0

IN WITNESS WHEREOF the parties have hereunto affixed their corporate seals under the hands of their proper officers in that behalf duly authorized this 31st day of Dec 2001.


THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION



 Reeve



 CAO/Clerk



 Contractor

BARRON Disposal
System Inc

Appendix 'A'

Tender for Landfill Compaction Services:

Price per hour, for equipment and operator (including Transportation to and from sites)

	For all three sites	_____	+ GST	
Cobden/Westmeath	For any two sites <input checked="" type="checkbox"/> (sites)	75.00	+ GST	Woade
Ross	For any One site <input checked="" type="checkbox"/> (site)	80.00	+ GST	Compac

Make, Model & Year of compaction equipment _____

Compactor	1984	k-351	Bomag
header	1984	1641	Volvo

The conditions of this tender agreed to by below noted parties on this 10 day of October, 2001

Baren Disposal System Inc
 Contractor Clarence Barron

Oct 10, 01
 Date

** Quote must be valid for 90 days.

FAX

301 Mineview Road
Haley Station, Ontario
K0J 1Y0
Phone: 432 - 6070
Fax: 432 - 6070

Barron Disposal Systems Inc.

To: Whitewater Council Fax: _____

From: Barron Disposal Systems Inc. Date: Oct 10, 01

Re: landfill compaction Pages: (1)


CC: _____

Urgent For Review Please Comment Please Reply Please Recycle

Notes:

For any two sites : 75⁰⁰ hr / loader
Cobden / Westmeath

For one site : 80⁰⁰ hr / Compactor
Ross

NOTE  Due to large volume at Ross Site
will supply compactor plus loader
at the rate of 100⁰⁰ / hr.

<u>Compactor</u>	<u>1984</u>	<u>K-351</u>	<u>Bomag.</u>
<u>loader</u>	<u>1984</u>	<u>1641</u>	<u>Volvo</u>

This is Schedule "A" to By-Law No.

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(Hereinafter called the "Township")

OF THE FIRST PART

AND

Buchanan's Sand & Gravel Limited
(Hereinafter called the "Contractor")

OF THE SECOND PART

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- 2) The Contractor will compact and cover on a weekly basis, with an approximate time, as follow:

Westmeath Site	1 days	3 Hours
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- 3) The Contractor will commence compaction after 2:00 p.m. when sites are closed.
- 4) Cover material will be provided at or near the active face for covering and compacting.
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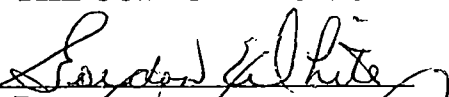
TOWNSHIP OF WHITEWATER REGION

P.O. Box 119
Beachburg, Ontario
K0J 1C0


44 Main Street,
P.O. Box 40,
Cobden, Ontario
K0J 1K0

IN WITNESS WHEREOF the parties have hereunto affixed their corporate seals under the hands of their proper officers in that behalf duly authorized this 31st day of Dec 2001.

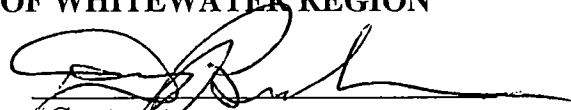
THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION



 Reeve



 CAO/Clerk



 Contractor

Appendix 'A'

Tender for Landfill Compaction Services:

Price per hour, for equipment and operator (including Transportation to and from sites)

* For all three sites { Westmeath & Cobden @ 140.00 + GST
Ross site @ 120.00 + GST

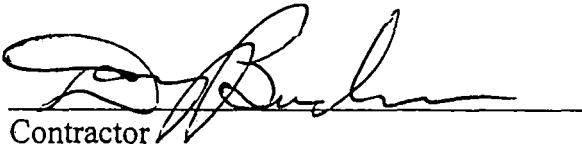
* For any two sites { Westmeath or Cobden @ 140.00 + GST
Ross (sites) @ 120.00 + GST

* For any One site { Westmeath @ 140.00 + GST
Cobden (site) @ 150.00 + GST
Ross @ 120.00 + GST

Make, Model & Year of compaction equipment Caterpillar, 225 Excavator, 1979

~~*~~ Please See Attachment.

The conditions of this tender agreed to by below noted parties on this _____ day of _____, 2001


Contractor

Oct. 9, 2001
Date

Buchanan's Sand & Gravel
582-3546

** Quote must be valid for 90 days.

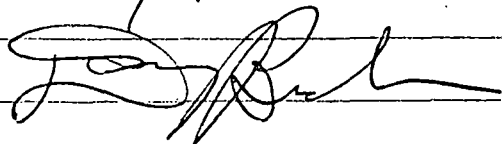
Attachment to: Landfill Site Compaction Tender

The hourly rate at the Westmeath & Cobden sites is based on a minimum of 3 hrs. which includes a cost of transportation to the Westmeath Site of \$120.00 per trip, and a cost of \$150.00 per trip to the Cobden site.

For anything less than 3 hrs, the transportation charge would be added on to an hourly rate of \$100.00 per hr. for the excavator. For example, 2 hours would be charged as follows:

Westmeath Site, 2 hrs - 225 Excavator @ 100.00 =	\$200.00
Transportation -	\$120.00
Total	\$320.00
	+ GST

The hourly rate at the Ross Site is not affected, as I anticipate leaving the excavator on site at that location.

Danny Buchanan


Buchanan's Sand & Gravel
582-3546