

CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

By-Law No. 03-01-96

Being a By-law to authorize the Reeve and CAO/Clerk to execute an agreement with Buchanan's Sand and Gravel Limited 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

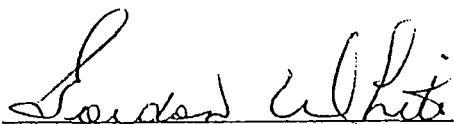
WHEREAS Council deems it expedient to enter into a contract with Buchanan's Sand and Gravel Limited to operate compaction equipment at the Township of Whitewater Region Landfill site(s).

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

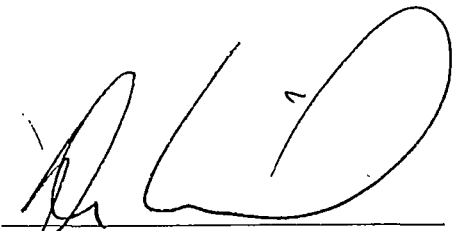
- a. THAT the attached Schedule "A's" shall form part of this By-law and all of its terms and conditions are hereby adopted as if fully recited herein.
- b. THAT the Reeve and CAO/Clerk are hereby authorized to execute the attached agreement with Buchanan's Sand and Gravel Limited with respect to the 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 8th day of January, 2003

Read a THIRD time and passed this 8th day of January, 2003



Reeve



CAO/Clerk

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

AGREEMENT

This Agreement made in triplicate this 8th day of January, 2003.

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

OF THE FIRST PART

AND

Buchanan's Sand and Gravel Limited
(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 monthly from January 6, 2003 through to on or about April 30, 2003. The Township shall have the option, with 30 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 Whitewater landfill site - Westmeath Location. Specifically, the Contractor is responsible for the duties listed in Number 3 below.

3. TERMS OF OPERATION

- a) The Contractor will provide, maintain and operate an excavator with a minimum operating weight of 20 tonne. The excavator will be used for spreading, compacting and covering waste.
- b) The Contractor will compact and cover six days a week.
- c) Cover material will be provided at the active face for covering and compacting.
- d) The landfill site manager will determine the area where the compaction equipment will be operated.
- e) 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

- a) The Contractor shall be paid in monthly installments, payable within five (5) working days following the end of each month.

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

TOWNSHIP OF WHITEWATER REGION

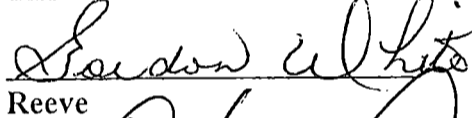
P.O. Box 119
Beachburg, Ontario
K0J 1C0

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

8th day of January, 2003.

THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION


Reeve


CAO/Clerk


Contractor