

THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

BY-LAW 04-02-150

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A By-Law to authorize the Township of Whitewater Region to enter into an Agreement regarding the collection of garbage.

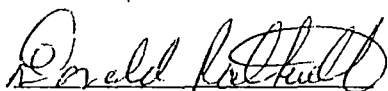
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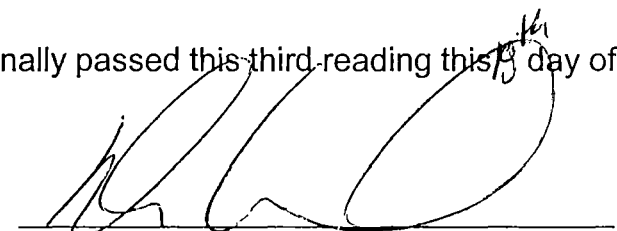
- WHEREAS: 1. Section 208.2 and Section 208.3(1)(g) of the Municipal Act R.S.O. 1990 authorizes a Municipality to enter into an agreement regarding the collection, removal and disposal of garbage.
2. The Council of the Corporation of the Township of Whitewater Region intends to enter into an agreement with a company for curbside pick-up, removal and disposal of garbage as an extension of the original negotiated contract

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

1. The Reeve and Clerk are hereby authorized to sign an agreement with M&L Enterprises Beachburg Limited regarding curbside pick-up of garbage.
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 April 1st, 2004 to March 31st, 2007
4. This By-law will come into force and take effect April 1, 2004.

READ a first time, a second time and finally passed this third reading this <sup>13<sup>th</sup></sup> day of February, 2004

  
Reeve

  
Clerk

SCHEDULE "A"

THIS AGREEMENT made the 19<sup>th</sup> day of February, 2004  
between

**M&L Enterprises Beachburg Limited**, hereinafter called the "Contractor" THE  
PARTY OF THE FIRST PART  
and

The Corporation of the Township of Whitewater Region hereafter called the  
"Municipality" THE PARTY OF THE SECOND PART.

WITNESSETH that in consideration of the covenants hereafter reserved and contained and in consideration of the fulfilment of the respective promises and obligations herein set forth, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Contractor hereby agrees to collect household waste from properties in the Township of Whitewater Region household waste garbage in specially marked yellow garbage bags. Waste collected from the properties shall be delivered to the appropriate waste disposal site according to the Township of Whitewater Region instructions. Garbage generated by the commercial operators will be picked up from the commercial operators' premises, not curbside. Garbage bags delivered to the waste disposal site must be deposited as per instructions from the Municipality. Any costs incurred by the Municipality in moving garbage bags, deposited by the Contractor in the wrong location at the landfill site, will be deducted from the Contractor's monthly payment.
2. The Contractor hereby agrees that all garbage collection shall be performed promptly, neatly, carefully, thoroughly and efficiently and shall comply in all respects with the provisions, conditions and terms contained herein.
3. All designated premises shall receive a garbage pickup once in each and every week. All garbage pickup shall commence not earlier than 7:30AM.
4. Should a change to the agreed pickup times be desired by the Contractor and be approved by the Township of Whitewater Region, then the Contractor shall inform the residents of the Township of Whitewater Region of all such changes by notification being placed in local papers in the immediate area at least 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 effort to retrieve roadside waste which he may encounter while making his rounds. The Contractor further agrees to report to the Township of Whitewater Region 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.
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 Whitewater Region 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 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. If the Contractor fails to pick up garbage bags from households on a whole road or street, the Contractor shall be obliged to return the next day and pick up the missed bags.
12. 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.
13. The Contractor shall, at all times, pay or cause to be paid any assessment or compensation required to be paid pursuant to the Workplace Safety and Insurance Act, and upon failure so to do, the Corporation may pay such assessment or compensation to the Workplace Safety and Insurance 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 Workplace Safety and Insurance 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.
14. 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.
15. 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 Whitewater Region. 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.
16.
  - a) The Contractor is responsible that complaints are handled promptly and rectified to the satisfaction of the Municipality.
  - b) If, at any time, during the continuance of the work, in the opinion of the Municipal Corporation of the Township of Whitewater, 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 Whitewater Region, there are substantial ratepayer complaints with respect to the collection of garbage or in the opinion of the Township of Whitewater Region 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.

17. 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.
18. 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 within normal hours of waste disposal site operation.
19. The term of this contract shall be for thirty six (36) months and shall commence on the 1st day of April 2004 and conclude on the 31st day of March 2007 unless either party gives notice of renewal or termination to the other party in writing sixty (60) days prior to the action date.
20. The terms of the agreement are as follows:

2004/05	\$0.68	X	Residential Count
2005/06	\$0.70	X	Residential Count
2006/07	\$0.70	X	Residential Count

The parties mutually agree that the number of households on the 1st day of April, 2004 is as follows:

Number of Stops	<b>2841.33</b>
TOTAL	<b>2841.33</b>

20. Payment shall be on a **bi-weekly basis** with the payments to be made on the last day of each and every month for the previous month's work. Such bi weekly payment shall be one-twenty sixth (1/26) of the annual contract sum.

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 AT THE Township of Whitewater Region THIS 19<sup>th</sup>  
DAY OF February, 2004

Contractor

SIGNED AT THE Township of Whitewater Region THIS 19<sup>th</sup>  
DAY OF February, 2004

CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

Donald Rathwell  
Reeve

[Signature]  
Clerk