

THE CORPORATION OF THE
TOWNSHIP OF WHITEWATER REGION

BY-LAW # 11-03-477

A By-law to authorize the Township of Whitewater Region to enter into an Agreement regarding the Residential Waste Collection.

- WHEREAS:**
1. Section 11(3) par 3 of the *Municipal Act, 2001* 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.

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

1. The Mayor and Clerk are hereby authorized to sign an agreement with Kevin Collins Direct Express Ltd 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 Agreement will also consist of a Waste Management Fuel Surcharge known as Schedule "B" and forms part of this Bylaw.
4. The term of the Agreement shall be from April 1st, 2011 to March 31st, 2015.
5. This By-law will come into force and take effect April 1st, 2011.

READ a FIRST time, a SECOND time and FINALLY passed this third reading this 17th day of March, 2011.



MAYOR



CAO/Clerk

CONTRACT B

CONTRACTUAL AGREEMENT

THIS AGREEMENT made this 21st day of March, 2011

BETWEEN:

The Corporation of the Township of Whitewater Region
As represented by its Chief Administrative Officer
(hereinafter referred to as the "Township")

OF THE FIRST PART,

-and

Kevin Collins Direct Express Ltd
(hereinafter referred to as the "Contractor")

OF THE SECOND PART,

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Definitions**

In this document:

"Contractor" – Contractor means the individual, partnership, corporation or other entity whose proposal is accepted by the Township to perform the Work and includes legal representative of the Contractor.

"Township" – means the Corporation of the Township of Whitewater Region or its authorized representative.

"Work" – means the services, activities, operations, works, matters or other things required to be done, performed or applied by the Contractor under this Contract as stipulated in Contract A, and including all extras or additional work or material duly authorized by the Township under the terms of this Contract to/for
RESIDENTIAL WASTE COLLECTION TOWNSHIP OF WHITEWATER
REGION.

A "Household" – is one of the following:

- a single family dwelling
- a unit in a duplex, triple or townhouse
- an apartment unit

2. **Contractors Responsibilities**

2.1 Perform All Work

The Contractor shall provide and perform all work required by or under this Agreement and the Tender Form document attached and shall complete the work for the price submitted in the Tender Form document.

2.2 Comply With Statutory Requirements

- (A) The Contractor shall comply with all Federal, Provincial and Municipal legislation which may have applications on the services being performed under this Contract and it shall be the sole responsibility of the Contractor to submit any applications, reports, payments or contributions with respect to Sales Tax, Income Tax, Canada Pension Plan, Employment Insurance and any other similar matter which may be required by Law to be made by the Contractor as a self-employed person or limited company in connection with the services to be performed under this agreement.
- (B) The Contractor shall comply with all Provincial and Federal Legislation affecting conditions of the work and wage rates and in addition shall provide operating and safety training to the satisfaction of the Township, for all personnel employed for the Contract and the vehicles shall have and carry at all times a First Aid Kit and fire extinguisher provided by the Contractor and approved by the Township.
- (C) The Contractor, before undertaking any work under this agreement, shall provide a certificate of good standing issued by the Worker's Compensation Board of Ontario.

3. **Waiver**

No condoning, excusing or overlooking by the Township or any person acting on its behalf, on previous occasions, of breaches or default similar to that for which any action is taken or power exercised or forfeiture is claimed or enforced against the Contractor shall be taken to operate as a waiver of any provision of this Contract, nor to defeat or prejudice in any way the rights of the Township hereunder.

4. **Confidentiality**

Any and all information available to the Contractor as a result of this Agreement shall be treated as confidential information and the Contractor will not directly or indirectly disclose or use at any time, either during or subsequent to the term of this agreement, any information, knowledge or data gathered as a result of the performance of this agreement, unless the written consent of the Township is first obtained or unless the information, knowledge or data is of general availability to the members of the public. The Contractor agrees that all documents, goods, designs or programs, submitted or prepared by the Contractor under this agreement are the property of the Township and the copyright therein vests in the Township.

5. **Assignment**

5.1 This agreement shall not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of the Township.

5.2 This agreement shall enure to the benefit of and be binding upon the parties hereto and their executors, administrators, successors and assigns.

6. **Remedy**

If, in the opinion of the Township, the Contractor neglects to execute the work or fails to perform any provisions of this Contract, the Township, following the expiration of five (5) consecutive days written notice hand-delivered to the Contractor, may without prejudice to any other right or remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor.

7. **Entire Contract**

This agreement together with all items as listed in Section 3 of Contract A, Tender Form and addenda attached hereto constitutes and expresses the entire agreement of the parties hereto and any amendment or addition thereto shall be in writing and signed by the respective parties.

8. **Arbitration**

In the event of differences between the parties to the Contract as to the interpretation, application or administration of this Contract, such differences shall be settled by appointment of a single Arbitrator pursuant to and in accordance with the Laws of the Province of Ontario. The Contractor shall continue diligently to prosecute the work pending determination of any dispute. In the event the Contractor refuses to proceed diligently with the work or any portion thereof, the Contractor shall be directly responsible for all damages to the Township as a result of such stoppage and, in addition to any other right, the

Township shall have the right to complete the work and to recover the cost of same from the Contractor and may deduct the cost from any payment then or thereafter due to the Contractor.

9. **Law of Contract**

This Contract shall be governed by the Laws of the Province of Ontario and the Laws of Canada applicable therein and the parties do hereby irrevocably submit and attorn to the jurisdiction of the Courts of the Province of Ontario in respect of all matters arising out of or relating to this Contract or the transactions contemplated hereby.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

SIGNED, SEALED AND DELIVERED)

In the presence of :

Mattias Masou

Witness

Annette M. Huppel

Witness

) Contractor

) Per: [Signature]

) Township of Whitewater Region

) Per: [Signature]

Form A

**Township of Whitewater Region
Contractor / Sub-Contractor Health & Safety
Responsibility Agreement**

This agreement is made this 21st day of March, 20 11 between the
Contractor/Sub-Contractor Kevin Collins Direct Express Ltd
Of Direct Express Ltd, and the Corporation of the Township
of Whitewater Region.

- a) The Contractor / Sub-Contractor agrees to abide by the rules and regulations put forth in the Occupational Health & Safety Act of the province of Ontario and its associated regulations, as well as the rules and regulations put forth by the Workplace Safety and Insurance Board.
- b) The Contractor / Sub-Contractor agrees to adopt and abide by the Township of Whitewater Regions Health & Safety Policy as well as its Procedures Manual. The Contractor / Sub-Contractor will ensure its workers will do the same.
- c) The Contractor / Sub-Contractor will provide proof of liability insurance coverage property damage in the amount of no less than two million dollars per occurrence for the entire duration of the Contract.
- d) The Contractor / Sub-Contractor will employ only trained, competent and skilled workers. The said workers will be covered for workplace insurance under the Workplace Safety and Insurance Act. The Contractor / Sub-Contractor will provide a current Clearance Certificate from the Workplace Safety and Insurance Board.
- e) The Contractor / Sub-Contractor will maintain in good standing all permits and licenses required by any authority having jurisdiction over the business of the Contractor / Sub-Contractor. This will be carried out at the expense of the Contractor / Sub-Contractor. The Contractor / Sub-Contractor will comply with all Federal, Provincial and Municipal Government Laws and Regulations which are applicable to the business. The Contractor / Sub-Contractor further agrees and acknowledges that any violation of the Township of Whitewater Region's Health & Safety Policies and Procedures and/or the Legislated requirements of the Occupational Health & Safety Act or its Regulations is justification for immediate termination of its Contract with the Township of Whitewater Region and without any further obligation on the part of the Township of Whitewater Region.
- f) This agreement is made in accordance with the laws of Ontario and the courts of Ontario will have jurisdiction in matters relating to this agreement.
- g) The Contractor / Sub-Contractor will not employ or retain anyone as a Sub-Contractor to perform any part of its obligations under this agreement without the written consent of the Township of Whitewater Region.

Signed this 21st day of March, 2011

Contract / Sub-Contractor [Signature]
(authorized signature)

Name of Signing Officer [Signature] Title PRESIDENT

The Township of Whitewater Region [Signature] [Signature]
(authorized signature)

Name of Signing Officer Tom Labow Title Mayor
Dean Sauriol CAD