

**THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI**

CONTRACT

THIS AGREEMENT made this _____ day of _____

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

Hereinafter referred to as the “Municipality”

And

Temagami Trucking

Hereinafter referred to as the “Contractor”

WHEREAS the Municipality wishes to engage snow plowing operations for the Marten River Fire Hall, Marten River Helipad, Marten River Landfill/Recycling Area , Marten River Dump Road 0.7 km, Tonomo Road 2.6 km, Tonomo Road Turnaround and the entrance of Hangstone Road; and

WHEREAS the Municipality and Contractor are desirous of establishing the terms and conditions of the contract;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the parties agree to the following:

1. The Municipality will engage the Contractor for the snow plowing Marten River area.
2. This agreement shall apply to the work and services to be rendered by the Contractor on a as need basis, commencing with the Municipality on the _____ day of _____, for a three year term, ending on the _____ day of _____.
3. The Municipality shall pay the Contractor a rate of \$440.00 per round trip for the first year; \$480.00 per round trip for the second and third years;
4. Upon commencement of the contract, the Contractor will meet with the Chief Administrative Officer (or designate) to agree upon performance expectations and priority assignments. Within the three (3) months assessment period, the Chief Administrative Officer (or designate) will undertake two performance reviews of the Contractor to confirm that the Contractor is satisfactorily meeting the performance expectations as agreed upon. If after the second performance review, the Municipality,

acting reasonably, determines the Contractor is not satisfactorily meeting the performance expectations, the Municipality may terminate this contract on 2 weeks notice to the Contractor.

5. Confidential information, which may be obtained through the course of work, shall not be disclosed, except in accordance with the Municipal Freedom of Information and Protection of Privacy Act.
6. This agreement may be terminated by the Contractor by giving the Municipality four weeks notice in writing. The Municipality may waive this notice, in whole, or in part.
7. This agreement constitutes the entire agreement between the parties with respect to the subject-matter hereof. Any modifications to this agreement must be in writing and signed by the parties to it, or it shall have no effect and shall be void. There are no representation, warranties, conditions, undertaking or collateral agreement, express or implied between the parties other than as expressly set forth in this agreement.
8. Notice of intention of the Municipality regarding renewal of this contract shall be provided to the Contractor at least 2 weeks prior to expiry. In the absence of such notice, the contract shall continue in full force and effect until such notice is given and all other provisions shall continue in force.
9. The contractor acknowledges that he has had adequate opportunity to obtain independent legal advice.

IN WITNESS WHEREOF, the respective parties hereto have set their hands and seal;

SIGNED, SEALED and DELIVERED

THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI

In the presence of:

_____	_____	_____
	Date	Mayor
_____	_____	_____
	Date	CAO
_____	_____	_____
Witness	Date	Contractor

MARTEN RIVER SNOW PLOWING GUIDELINES

1. The Contractor will comply with the Municipal Act, 2001 – Reg 239/02 “Minimum Maintenance Standards for Municipal Highways”
2. The service is to be provided in a safe, timely, efficient and environmentally safe manner to ensure that access to the sites and buildings is safe and unimpeded by snow.
3. Ensure the Emergency Services are cleared of snow before roadways.
4. Clear snow as soon as practicable after becoming aware that the snow accumulation is greater than 10 cm.
5. Removal of snow, including all drifted and blown snow.
6. Removal of snow from building entrances.
7. The Contractor shall only employ orderly, competent, and skilful workers to do the work.
8. The Contractor shall be responsible for damage to the property caused by snow plowing operations including, buildings and cones.
9. The Contractor shall keep, and provide monthly, a complete log detailing all snow clearing activities.

Heliport Snow Removal

10. Snow to be removed when accumulations reaches 10 cm.
11. Cones must be cleared of snow to allow unobstructed view from all directions.
12. Care must be taken not to contact the cones with the plow. It is recommended that a hand shovel be used to help facilitate this.
13. Snow to be removed beyond a 55-foot radius from centre of pad.

14. Snow bank height not to exceed 4 feet within 55-foot radius from centre of pad and along arrival and departure paths(s).

15. Notify OCC once pad has been cleared. **1-800-387-4675**

DRAFT