

**THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI**

BY-LAW NO. 18-1422

Being a by-law to authorize the Mayor and Treasurer/Administrator to execute a Landfill Attendant contract for the Briggs Landfill site and the Lake Temagami Access Point Transfer Station.

WHEREAS under Section 8 (1) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS under Section 9 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other act;

AND WHEREAS the Council of the Municipality of Temagami deems it desirable to enter into an agreement with John Harding for the services of a Landfill Attendant for the Briggs Landfill site and the Lake Temagami Access Point Transfer Station;

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. That the Mayor and Treasurer/Administrator are hereby authorized and directed to execute the agreement attached hereto as Schedule "A" and forming part of this bylaw.
2. That this bylaw shall come into force and take effect upon final passing thereof.
3. That the Clerk of the Municipality of Temagami is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

TAKEN AS READ A FIRST time on this 22nd day of November, 2018.

READ A SECOND AND THIRD time and finally passed this 22nd day of November, 2018.

Mayor

Clerk

LAKE TEMAGAMI ACCESS POINT ATTENDANT

&

BRIGGS LANDFILL SITE ATTENDANT

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF
TEMAGAMI

and

JOHN HARDING

Lake Temagami Access Point Attendant
&
Briggs Landfill Site Attendant

Agreement

THIS AGREEMENT is made as of the 15th day of October 2018

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

Hereinafter referred to as the "**Municipality**"

and


John Harding

Hereinafter referred to as the "**Contractor**"

WHEREAS the Municipality wishes to engage a Landfill Attendant and Transfer Station Attendant for the operation of Briggs Landfill and Lake Temagami Access Point Transfer Station.

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 as the Briggs Landfill and Lake Temagami Access Point Transfer Agent, under the general requirements as outlined in the specifications and contractor responsibilities, which may vary from time to time.
2. This agreement shall apply to the work and services to be rendered by the Contractor, commencing with the Municipality on the 15th day of October, 2018 for an 18-month term, ending on the 15th day of April 2020.
3. The Municipality shall pay the Contractor a rate of \$43,800, for eighteen months. The Contractor will be paid bi weekly based on the rate of \$43,800.00.
4. 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.
5. No salvage rights. The Municipality retains ALL salvage rights. Should the contractor be found salvaging, contractor can be terminated immediately. Int. 
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 representations, warranties, conditions, undertakings or collateral agreements, 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/she has had adequate opportunity to obtain independent legal advice.
10. Should the Contractor not perform the duties as required, the Municipality may terminate the contract.
11. Service reviews of all Municipal waste disposal services may be completed at anytime. Therefore, the Municipality reserves the right to change or modify the terms of this contract or cancel the contract with three (3) months notice.
IN WITNESS WHEREOF, the respective parties hereto have set their hands and seal:

SIGNED, SEALED and DELIVERED
In the presence of:

THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI

Date

Mayor

Date

Nov 16/18

Date

Treasurer/Administrator

W. Perreche
Witness

Nov 16/2018

Date

John Harding
Contractor

Specifications

The operation of the Briggs landfill site is combined with the position of attendant at the Lake Temagami Access Point transfer station. The transfer station attendant will be present the same hours as the Briggs landfill hours in the winter. 10.5 hours of operation during the off-season, and additional 4.5 hours on Saturday and 5 hours on Sunday during the spring and fall; and will be present for 7 hours on each of Monday, Wednesday, Thursday, Saturday and Sunday at the transfer station during the summer months.

January – May long weekend: 10.5 hours per week

May long weekend – end of June: 20 hours per week

July – September long weekend: 35 hours per week

September long weekend – October long weekend: 20 hours per week

October long weekend – end of December: 10.5 hours per week

- Ensure the waste disposal site is open the hours posted on the Environmental Compliance Approval for the site.
- Be in attendance on site during all the operating hours with the exception of Christmas Day and New Years Day. Int. *J.A.*
- If the above conditions are not met (operating hours) the Municipality will deduct daily \$60.00 for the first half hour and \$5.00 for every 15 minutes thereafter. Int. *J.H.*
- The service is to be provided in a safe, timely, efficient and environmentally safe manner.
- The contractor shall use pleasant manner and sound judgement when dealing with the public.
- The contractor shall provide name(s) of sub-contractor/replacement workers to the Municipality for approval.
- The contractor shall identify wastes entering the landfill and screening for prohibited wastes.
- Report discrepancies or problems immediately.
- Direct and ensure the waste is separated and deposited to the appropriate area. Int. *R.H.*

- Maintain order and cleanliness of grounds and buildings including, preventing blow litter wherever possible.
- Provide information to the general public on various subjects including waste management practices in the Municipality, as well as a number of other duties related to the Lake Temagami Access Point.
- Determine if a user is a resident or not.
- Ensure non-residents have a dump card.
- Monitor and document on statistic records the population of bears.
- Monitor cameras (Lake Temagami Access Point).
- The contractor will be responsible for determining appropriate tipping fees in accordance with the Municipality's User Fee By-law; the contractor must provide receipt; contractor must maintain receipt book and account to Public works for all cash and receipts. Must also forward paperwork to Public Works weekly for invoicing.
- Municipal statistic records to be completed daily and submitted weekly to the Public Works Office on forms supplied by the Municipality.

Int. JKI

Int. JKI

Contractor's Responsibilities

- The contractor will provide the vehicle and all cost towards the carrying out of this work.
- The contractor is responsible for including costs related to vehicle, fuel, vehicle insurance, propane for heat, WSIB, CPP, EI, statutory deductions and income tax.
- The contractor will provide liability insurance of at least \$2,000,000 on the vehicle in the name of the Municipality.
- The contractor must wear safety equipment, including gloves and safety toe boots.
- The contractor must adhere to all safety standards under the Occupational Health & Safety Act.
- Should the contractor not perform the duties as required, the Municipality may terminate the contract.

- Service reviews of all Municipal waste disposal services may be completed at anytime. Therefore, the Municipality reserves the right of this contract to change or modify the terms of this contract or cancel the contract with three (3) months notice.

**LAKE TEMAGAMI ACCESS POINT ATTENDANT
&
BRIGGS LANDFILL SITE ATTENDANT**

Licensing and Insurance Requirement

During the term of this Contract, Contractor shall comply with the licensing and insurance provisions set forth below. The insurance specified below shall be maintained by Contractor, at its expense, and certificates thereof shall be presented to the Municipality in form and content satisfactory to the Municipality prior to commencement of the Services. The insurance is as follows:

- a) The Contractor will provide liability insurance for their vehicle of at least \$2,000, 000 in the name of the Corporation of the Municipality of Temagami.
- b) The Contractor is responsible for Workplace Safety Insurance Board (WSIB) and the provision of a valid certificate in this regard.
- c) The Contractor is responsible for CPP, EI, statutory deductions and income tax.
- d) The Contractor will provide proof of licensing from the Ministry of the Environment authorizing the Contractor to haul waste.