

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 18-1423

Being a by-law to authorize the Mayor and Treasurer/Administrator to execute a contract to empty the dump wagons at the Lake Temagami Access Point and the Welcome Centre Transfer station including attending the Welcome Centre 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 service of emptying the dump wagons at the Lake Temagami Access Point and the Welcome Centre Transfer station and Attendant for the Welcome Centre 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

MUNICIPAL DUMP WAGONS

&

WELCOME CENTRE TRANSFER STATION ATTENDANT

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

and

JOHN HARDING

MUNICIPAL DUMP WAGONS
&
WELCOME CENTRE TRANSFER STATION 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 Dump Wagon and Transfer Station Attendant for the operation of all Municipal Dump Wagons; and Welcome Centre Transfer Station Attendant.

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 Mine Landing Dump Wagons Transfer Agent and the Welcome Centre Transfer Station Attendant, under the general requirements as outlined in the specifications and 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. **Municipal Dump Wagons** - The Municipality shall pay the Contractor a rate of \$55.00 per load, for eighteen months.
4. **Welcome Centre Transfer Station** - The Municipality shall pay the Contractor a rate of \$55.00 per load and \$27.00 per hour, for eighteen months when the Welcome Centre Transfer Station is open.
5. No salvage rights. The Municipality retains ALL salvage rights. Should the Contractor be found salvaging, Contractor can be terminated immediately. Int. 
6. 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.
7. 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.
8. 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.

9. 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.
10. The Contractor acknowledges that he/she has had adequate opportunity to obtain independent legal advice.
11. Should the Contractor not perform the duties as required, the Municipality may terminate the contract.
12. Service reviews of all Municipal waste disposal services may be completed at anytime. Therefore, the Municipality reserves the right in this contract 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 16/2018
Date

Treasurer/Administrator

Parochelle
Witness

Nov 16/2018
Date

John Harding
Contractor

Specifications

- The Welcome Centre Transfer Station position will consist of up to twelve hours per week from the Monday of the Victoria Day long weekend (May) to the Monday of the Thanksgiving long weekend (October).
- Beginning on the Monday of the Victoria Day (May) long weekend and ending on the Monday of the Thanksgiving (October) long weekend.
- Sundays and Thursdays from 12 noon until 6 pm and in the event of a long weekend, on the Monday instead of the Sunday.
- The Mine Landing dumpsters must be transported from Lake Temagami Access Point and dispose of the contents at the Briggs landfill. The Contractor must ensure that dumpsters are full before emptying. Int. *AA*
- 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. *AA*
- 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. *AA*
- 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. *AA*
- Maintain order and cleanliness of grounds and buildings including, preventing blow litter wherever possible.

- The contractor will distribute information to the public as necessary during regular operating hours.
- 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. *29/1*
- Municipal statistic records to be completed daily and submitted weekly to the Public Works Office on forms supplied by the Municipality.


Contractor's Responsibilities

- The contractor will provide the vehicle and all cost towards the carrying out of this work.
- The contractor will provide a suitable vehicle to pull the wagons. The hitch type is a pinto hitch. The recommended vehicle is a $\frac{3}{4}$ ton pick up or heavier, but a heavy duty $\frac{1}{2}$ ton could be used.
- Should the Contractor damage the dump wagons due to negligence all costs shall be borne by the Contractor. Int. *JAB*
- The contractor is responsible for including costs related to vehicle, fuel, vehicle insurance, Ministry of Transportation certified safety sticker on vehicle, propane for heat, WSIB, CPP, EI, income tax and statutory deductions. Int. *JAB*
- 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.

**MUNICIPAL DUMP WAGONS
&
WELCOME CENTRE TRANSFER STATION 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 shall properly affix the yellow sticker to his/her vehicle. Int: 
- c) The Contractor is responsible for Workplace Safety Insurance Board (WSIB) and the provision of a valid certificate in this regard.
- d) The Contractor is responsible for CPP, EI, income tax and statutory deductions.
- e) The Contractor will provide proof of licensing from the Ministry of the Environment authorizing the Contractor to haul waste.