

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2001-2

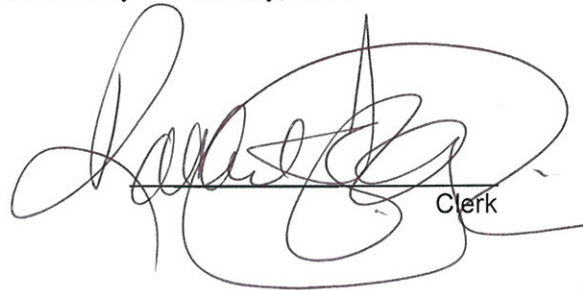
Being a by-law to authorize execution by the Reeve and Administrator of a Service Contract between the municipality and Canadian Waste Services Inc.

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE HEREBY ENACTS AS FOLLOWS:

1. THAT the Reeve and Administrator be and they are hereby authorized to execute and affix the Corporate Seal to an Agreement between the municipality and Canadian Waste Services Inc., which Agreement is attached hereto as Schedule "A".
2. SCHEDULE "A"
Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 27th day of February, 2001.


Reeve


Clerk



AGREEMENT

This Agreement made in triplicate the day of , 2001, between:

CANADIAN WASTE SERVICES INC.
herein (and in the General Conditions) called the "Contractor"

-and-

CORPORATION OF THE TOWNSHIP OF PRINCE
herein (and in the General Conditions) called the "Owner"

WITNESSETH that the Corporation and Owner undertake and agree as follows:

ARTICLE 1.

The Contractor will

- (a) Provide all the materials and all the equipment and labour necessary and perform all the work shown and described in the Documents entitled Specifications for Refuse Collection and Recycling.
- (b) Do and fulfil everything indicated by this Agreement and the Specifications.
- (c) Complete all the work in the Form of Tender.

ARTICLE 2.

The following list is an exact list of the Specifications referred to in Article 1.

LIST OF CONTRACT DOCUMENTS

	Pages
Information to Bidders	Section 1, Page 1
Form of Tender	Section 2, Page 1
Form of Agreement	Section 3, Pages 1 to 2
Specifications for Refuse Collection & Recycling	Section 4, Pages 1 to 3
General Conditions	Section 5, Pages 1 to 2

ARTICLE 3.

The Owner shall:

- (a) Pay to the Contractor in lawful money of Canada for the work performed at the tender price.

ARTICLE 4.

The Owner shall make payment on account of the Contract on a monthly basis on or before the last day of the following month.

ARTICLE 5.

The Contractor shall indemnify and save harmless the Owner from all loss, damages, cost, charges and expenses of every nature and kind whatsoever which they may incur, be put to or have to pay by reason of the neglect of the Contractor in the execution of the said works, or any of them, or by reason of the omission by the Contractor to take due and proper precautions for the prevention of accidents to persons and property during or in consequence of the work or by reason of any other act, default or omission of the Contractor and should the Owner incur, pay or be put to any such loss, damage, costs, charges or expenses, the Contractor shall forthwith upon demand repay the same to the Owner.

The Contractor authorizes and empowers the Owner, or its solicitor, from time to time, to defend, settle or compromise any such action, suits, claims, liens, executions or demands as the Owner or its solicitors may deem expedient, and the Contractor ratifies and confirms all such acts, and will pay such solicitor on demand his reasonable costs of any defence, settlement or compromise, including Counsel fees and disbursements and in default of payment, the same may be deducted from the moneys payable by the Owner to the Contractor on any account whatsoever.

ARTICLE 6.

The "General Conditions" of the Contract, hereto annexed and signed in triplicate by both parties and the aforesaid Specifications are all to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and it shall enure to the benefit of and be binding upon them and their successors, executors, administrators and assigns.

ARTICLE 7.

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to a member of the firm or any officer of the Owner for whom they are intended or, if sent by post or by telegram addressed as follows:

Owner	Corporation of the Township of Prince 3042 Second Line West, Sault Ste. Marie, ON P6A 6K4
Contractor	Canadian Waste Services Inc. 120 Industrial Court "A", Sault Ste. Marie, ON P6B 5W6

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

SIGNED, SEALED and DELIVERED

CANADIAN WASTE SERVICES INC.

Per: _____

CORPORATION OF THE TOWNSHIP OF PRINCE

Per: _____
Reeve

Per: _____
Administrator

SPECIFICATIONS FOR REFUSE COLLECTION & RECYCLING

1. GENERAL INTENT

During the currency of this contract, the Contractor on behalf of the Owner shall perform the work of:

Refuse Collection

- (a) Collecting and removing all refuse put out for collection in those areas of the Corporation of the Township of Prince as described hereunder in a manner in accordance with these specifications.
- (b) Delivering and unloading such refuse at the landfill site hereunder described.
- (c) Providing at his expense all labour, vehicles, tools, equipment, etc. for the performance of such work.

Recycling

- (d) Provision of one 6 cubic yard bin for placement on the Community Centre grounds for the collection of cardboard (corrugated and flatboard) for recycling.
- (e) Collection of cardboard and flatboard from the bin at the Community Centre on a bi-weekly basis.
- (f) Provision of eight 90/95 gallon roll-away carts at the Community Centre for recycling purposes. The rollaway carts to be emptied by the Owner.

2. AREAS TO BE SERVED - REFUSE COLLECTION

Gagnon Road, Deans Road, Walls Road, Second Line (Highway 550) from Town Line to Walls Road - north side only, Harper Street, Town Line from Third Line to Base Line (west side only), Base Line from Town Line to Walls Road (north side only), Airport Road (Highway 565) from Second Line to Base Line (east side only), Marshall Drive to Tower, Mountainview Drive, Ironside Drive, Douglas Drive to turnaround, Heywood Drive to turnaround, with additional streets when notified. (Please note that refuse is placed at Prince Lake Road and Second Line only from November 1st to April 30th - refuse is collected by private contractor from May 1st to October 31st)

3. BOUNDARY ROADS

Where any of the above roads are boundary roads between the Township of Prince and the City of Sault Ste. Marie, only the Township of Prince side will be served under this contract.

4. LANDFILL SITE

The landfill site is located on the Fifth Line in the City of Sault Ste. Marie. Should a change in the location of the landfill site become necessary during the life of this contract, new monthly prices will be negotiated at the instance of either party to this contract having due regard to such items as increased or decreased haul distances. Such negotiated price changes to be effective on the date of the landfill site location change.

5. COLLECTION SCHEDULE - REFUSE

The successful tenderer shall submit to the Administrator not later than four weeks prior to commencement of the work, the day set aside for collection. The Contractor shall not change the scheduled day unless such change is approved in writing by the Administrator and the change shall not become effective until the Contractor has given at least fourteen (14) days advance written notice of such change to each of the premises affected by such change.

6. MAINTENANCE OF SCHEDULE

The Contractor shall make refuse collections on the scheduled day regardless of weather conditions, equipment breakdowns or quantity of material and shall plan his operations so that such normal contingencies are overcome. If conditions are so abnormal that regular refuse collection is not possible, the Contractor shall inform the Road Superintendent to suspend such collection until the next following business day. If, in the opinion of the Road Superintendent, there is not sufficient justification for such a suspension and the Contractor is unable to carry out the scheduled work, the Road Superintendent retains the right to have the work done by others and the cost of such is to be borne by the Contractor. The onus is on the Contractor to have extra equipment available when breakdowns occur that will adversely affect the regular collection, removal and disposal of refuse.

7. COLLECTION ON SUNDAYS AND HOLIDAYS

(a) No regular collection of refuse shall be made on Sundays and on the following holidays

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day

(b) When any statutory holiday falls on a Sunday, the next day following is in lieu thereof a holiday.

(c) When a holiday as specified above falls on a normal collection day, the Contractor shall make the formal collection for such day on the next day following. If an alternate date for a collection is necessary, the approval of the Administrator is required.

8. CONTRACTOR'S VEHICLES

The Contractor shall be responsible for having truck boxes suitably covered to prevent debris from spilling on roadways.

9. FREQUENCY OF REFUSE COLLECTION

The frequency of refuse collection shall be once very week from each dwelling or business establishment.

10. WEIGHING OF TRUCKS

The Contractor shall require the driver of every collection vehicle when making a delivery at the disposal site to drive the loaded vehicle upon the scales at such site in order that such loaded vehicle may be weighed by the attendant on site.

11. RECYCLING

The Contractor shall accept the following recyclables at its recycling depot on a bi-weekly basis:

- aluminum cans
- steel cans
- clear glass
- coloured glass
- #1 plastic
- corrugated cardboard
- flatboard
- newspaper, magazines and office paper.

Collection and delivery of recyclables shall be the responsibility of the Owner.

12. ADMINISTRATION

The Contractor shall accept supervision by the Road Superintendent of all work performed by the Contractor under this Contract and shall perform such work to his satisfaction.

13. FORFEITURE OF CONTRACT

If the Contractor:

- (a) Neglects or refuses to sign the Agreement within fifteen days of being advised by the Administrator in writing that his bid has been accepted;
- (b) Neglects or fails to commence operations on the date specified in the Agreement;
- (c) Becomes bankrupt or insolvent or compound with his creditors;
- (d) Commits any act of insolvency;
- (e) Transfers, assigns, sublets or attempts to transfer, assign or sublet this contract or any part thereof, without the consent of the Administrator

- (f) Fails in the opinion of the Road Superintendent after having been given forty-eight (48) hours written notice to execute the work or any part thereof in a sound and workmanlike manner to his satisfaction and in all respects in strict conformity with the contract;
- (g) Fails to comply within forty-eight (48) hours written notice with a reasonable order from the Road Superintendent or the Administrator;
- (h) After having been given forty-eight (48) hours written notice from the Road Superintendent or Administrator, persists in any course of conduct that is in violation of any of the provisions of this Agreement.

Then, in each and every case, after twenty-four (24) hour written notice from the Administrator to the Contractor, the Road Superintendent shall have full right and power, at his discretion, without process or action at law, to take over the whole contract, or any part or parts thereof, specified in the said notice out of the hands of the Contractor. The Contractor upon receiving notice to that effect, shall vacate possession and give up said operations, or the part or parts thereof specified in the said notice, peaceably to the Road Superintendent, who may either relet the same to any other person or persons, with or without its previously being advertised or may employ workers and provide the necessary plant at the expense of the Contractor or may take any other steps as he the said Road Superintendent may consider necessary or advisable in order to secure the completion of the said contract to his satisfaction, and the Contractor or his assigns in every case shall be liable for all damages, expenditures and extra expenditure, and for all additional cost of the work which may be incurred by reason thereof.

13. **NOTICE TO CONTRACTOR**

All written notices and communications to the Contractor pursuant to this Agreement shall be deemed to have been received by the Contractor on the day of service or delivery if served on or delivered to any officer, employee or agent of the Contractor or on the next following mail delivery day if posted by prepaid registered mail in an envelope addressed to the Contractor at the address given for such notices to the Contractor in the signed Agreement.

GENERAL CONDITIONS

1. TENDERS

All tenders for the execution of the work herein set forth or referred to must be made on the printed form supplied for that purpose. Such tenders must be made without any knowledge, comparison of figures, or arrangements with any other person making any tender or estimate for the same purpose, and that is in all respects fair and without collusion or fraud, and that no member of the Owner, Council or any other officer of the Owner is, shall be, or become interested directly or indirectly as a contracting party, partner, stockholder, surety or otherwise in, or in the performance of, the Contract, or in the supplies, work or business to which it relates, or in any portion of the profits to be used therein and thereof, or any of the monies to be derived therefrom. Tenders must cover the cost of the completion of the work in every respect in accordance with the Contract. Contractors are required to fully satisfy themselves as to the practicability of the works, and every part thereof, before tendering thereon and the Contractor, by his signature hereto, assumes all responsibility in respect thereof.

2. DEFINITION OF CONTRACT

The work to be done by the Contractor under this Contract comprises the collection of refuse within the area specified and dumping the same at the sanitary landfill site described and in accordance with the attached Specifications, as well as providing a bin and roll-away carts for recycling purposes, collection of cardboard and flatboard, and receiving recyclables. The Contractor will be required to provide at his own expense, all and every kind of labour, vehicles, tools, equipment, articles and things necessary for the due execution of the work set out or referred to in the Specifications (except house to house recycling pick up and delivery of recyclables to depot).

3. CONTRACTOR'S LIABILITY

The Contractor shall assume the defence of and indemnify and save harmless the Owner and its officers and agents from all claims relating to labour, materials and equipment furnished for the work, and to inventions, patents or patent rights used in doing the work.

The Contractor shall be responsible for any and all damages or claim for damages or injuries or accidents done to or caused him, or his employees or relating from the prosecution of the works, or any of his operations or caused by reason of the existence or location or condition of any materials, plant 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 and covenants and agrees to hold the Owner harmless and indemnified for all such damages and claims for damages.

4. LIABILITY INSURANCE

The Contractor shall maintain such insurance as will protect him and the Owner from any and all claims for damage or loss or personal injury, including death, and from claims of property damage or an occurrence basis which may arise from his operations under this contract. The insurance shall be Comprehensive Liability Insurance including contractual liability, owners and/or contractors protective liability, contingent employer liability, and shall contain a cross liability clause protecting the Owner as if separately insured. The insurance shall have a minimum limit of not less than \$1,000,000.00 inclusive for any one occurrence.

5. VEHICLE INSURANCE

The Contractor shall maintain insurance against the liability for personal injury and property damage arising out of the use and operation of owned and non-owned vehicles under this contract. The insurance shall have a minimum limit of not less than \$2,000,000.00 for any one accident.

6. INSURANCE POLICIES AND CERTIFICATES

The Contractor shall file with the Administrator prior to commencement of the Contract, copies of the original policies or certificates of insurance stating that the policies comply with the required provisions. The insurance shall be obtained from a company satisfactory to the Owner and shall be maintained until the Road Superintendent certifies that the work is complete.

7. WORKERS' COMPENSATION

The Contract shall at all times pay or cause to be paid any assessment or compensation required to be paid pursuant to the Workers' Compensation Act, and upon failure to do so, the Owner may pay such assessment or compensation to the Workplace Safety Insurance Board and shall deduct or collect such expenses under the provisions of Section 10 of these conditions. The Contractor shall at the time of entering into any contract with the Owner, make a Statutory Declaration that all assessments or compensations payable to the Workplace Safety Insurance Board have been paid, and the Owner may, at any time during the performance of the Contract, or upon completion of such Contract, require a further Declaration that such assessment or compensations have been paid.

8. SUBLETTING

The Contractor shall keep the work under his personal control, and shall not assign, transfer or sublet any portion without first obtaining the written consent of the Owner. The consent of the Owner to any such assignment, transfer or subletting, shall not, however, relieve the Contractor of any responsibility for the property commencement, execution and completion of the work according to the terms of the contract, and the Contractor shall, either in person or through an accredited agent, receive all notices, communications, orders, instructions or legal service, as if he were performing the work with his own plant and his own workers.

9. MONIES DUE OWNER

All monies payable to the Owner by the Contractor under any stipulation herein, or the Workplace Safety Insurance Board, as provided hereunder, may be retained out of any monies then due or which may become due from the said Owner to the said Contractor under this or any other contract with the Owner, or otherwise howsoever, or may be recovered from the Contractor in any court of competent jurisdiction, as a debt due to the Owner, and the Administrator shall have full power to withhold any payment if circumstances arise which may indicate to her the advisability of so doing, through the sum to be retained may be ascertained.

10. LIENS

The parties hereto and their surety on themselves, their executors, administrators, successors and assigns, and any and all other parties in any way concerned, shall fully indemnify the Owner and all of its officers, servants and employees from any and all liability or expense by way of legal costs or otherwise in respect to any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Construction Lien Act or to any attachment for debt, garnishee process or otherwise. The Owner shall not in any case be liable to any greater extent than the amount owing by it to the Contractor, his executors, administrators, successors and assigns.

11. DEFINITIONS

"*Owner*" means the Corporation of the Township of Prince

"*Road Superintendent*" means the person for the time being filling the office of the Road Superintendent of the Corporation of the Township of Prince or person then acting as such

The word "*contract*" herein, and in any agreement, bond, specification, condition or plan herein referred to, means the Agreement to do the work entered into with the Owner, and includes the Specifications, the General Conditions, the tender and other documents referred to or connected with the said Agreement.