

CORPORATION OF THE TOWN OF AMHERSTBURG

BYLAW NO. 1999-11

**Being a By-law to authorize the execution
of an Agreement for garbage collection
in the Town of Amherstburg.**

WHEREAS pursuant to Section 210 (89) of The Municipal Act, R.S.O. 1990, Chapter M.45, authorizes Council to enter into a Contract with any person for the collection, removal and disposal of garbage and refuse upon such terms and conditions as may be considered expedient; and

WHEREAS the former Township of Malden had contracted D.W. Crowder Trucking to provide for the collection, removal and disposal of garbage and refuse; and

WHEREAS the contract continued after the amalgamation of Amherstburg, Malden and Anderdon, but has now expired; and

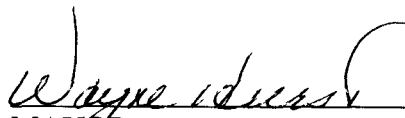
WHEREAS the Contractor is agreeable to extending the terms of the existing contract to the end of 1999; and


WHEREAS Council deems it expedient to extend the existing contract as attached hereto to the end of 1999;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF AMHERSTBURG ENACTS AS FOLLOWS:

1. That an agreement be entered into by the Municipality with D.W. Crowder Trucking for the collection, removal and disposal of garbage and rubbish in the former Township of Malden area in accordance with the terms of the agreement attached hereto as Schedule "A".
2. That the Mayor and Clerk be and they are hereby authorized to execute the agreement and affix the Corporate Seal thereto on behalf of the Corporation.
3. This By-law shall come into full force and effect upon the final passing thereof and By-law 96-5 of the former Township of Malden and any other by-laws inconsistent with this by-law be and the same are hereby repealed.

By-law read a first, second and third time and finally passed on the 22nd day of February, 1999.


MAYOR


CLERK

SCHEDULE "A" TO BY-LAW NO. 1999-11

THIS INDENTURE MADE in duplicate this 22nd day of February, 1999.

BETWEEN -

THE CORPORATION OF THE TOWN OF AMHERSTBURG

hereinafter called the CORPORATION

OF THE FIRST PART

- and -

D.W. CROWDER TRUCKING

hereinafter called the COLLECTOR

OF THE SECOND PART

WHEREAS the Collector has agreed to collect, remove and dispose of all garbage and rubbish from cottage and residential properties in the Municipality upon the terms and conditions hereinafter made and provided;

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and in consideration of the payments of money hereinafter provided and in consideration of the mutual covenants hereinafter contained, the parties hereto do hereby covenant and agree as follows:

(1) During the term of this agreement, the Collector will COLLECT, REMOVE AND DISPOSE of all garbage and rubbish in a proper workmanlike manner and subject to the stipulations hereinafter made:

- Garbage and rubbish collections at regular intervals with one collection per week per household.

(2) Term of Contract

The period of the contract shall be from the 1st day of January, 1999 and shall remain in force until Dec. 31, 1999 or the contract could be terminated upon three (3) months written notice.

(3) Area to be Served

The area of the Township to be provided with garbage and rubbish collection service is the entire area of the former Township of Malden.

(4) Equipment

The Collector covenants and agrees to provide, maintain and equip at his own expense all trucks and vehicles and equipment and a sufficient staff of employees to perform all services agreed to be performed under this contract.

(5) Health Regulations

The Collector covenants and agrees that he will comply with all regulations and instructions made or given by the Board of Health, the Ontario Department of Health or on behalf of any other duly constituted authority with respect to the collection, removal and disposal of garbage and rubbish.

(6) Delivery of Garbage

The Collector shall place all garbage and rubbish collection in the former Township of Malden on a site to be known as Area Landfill Site # 1 for the County of Essex, located on Lot 14, Concession 7 in the Town of Essex.

(7) Save Harmless

The Collector covenants and agrees that he will pay all licence fees, taxes, rentals, workers' compensation and other charges levied or payable to any authority in connection with the removal of such garbage and rubbish and shall indemnify and save harmless the Corporation therefrom.

(8) Public Liability Insurance

The Collector covenants and agrees that he will carry public liability insurance and provide proof of insurance, as well as proof of good standing with workers' compensation, for the operation of his equipment and the carrying out of his work under this contract.

(9) Fees

The Corporation shall pay to the Collector for such garbage and rubbish collection, removal and disposal, the following rates:

January 1st - Dec. 31, 1999 \$4.08

per household collected, payable in regular monthly instalments during the term of the contract.

(10) This contract will also include the following pick-ups:

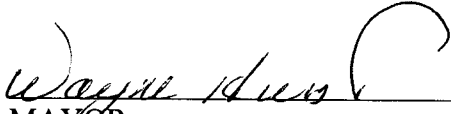
- (i) two (2) leaf removal days at no cost to the Town
- (ii) one (1) Christmas tree removal day at no cost to the Town (date to be determined by the Town)
- (iii) garbage bin to be provided to Malden Centre Park for the summer months at no cost to the Town

(11) The Contractor shall be prepared to collect any missed pick-ups immediately when notified.

(12) In the event of unsatisfactory garbage and rubbish collection by the Collector, the Corporation may, upon one week's written notice to the Collector, terminate this contract.


IN WITNESSETH WHEREOF the Corporation has affixed its' Seal attested by its' Mayor and Clerk and the Collector has hereunto set his hand and Seal.

Corporation of the Town of Amherstburg:

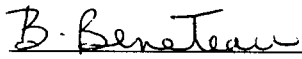


MAYOR

SIGNED, SEALED AND
DELIVERED in the
presence of:

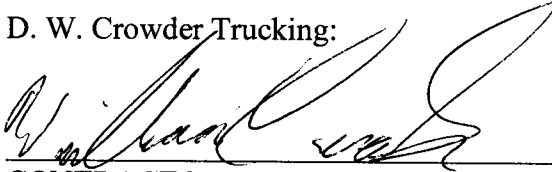


CLERK



Witness

D. W. Crowder Trucking:



CONTRACTOR