

CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 1999-12

**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 Town of Amherstburg 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, Anderdon and Malden but has now expired; and

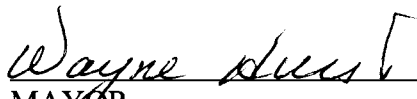
WHEREAS the Contractor is agreeable to extending the contract to the end of 1999; and

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

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

1. That the Corporation of the Town of Amherstburg contract with D.W. Crowder Trucking for the collection of garbage and rubbish from residential and commercial properties in the former Town of Amherstburg, in accord with the terms and conditions of an agreement hereto annexed, and that the Mayor and Clerk be directed to sign the original and a copy of such agreement and affix the Corporate Seal thereto.
2. This By-law shall come into force and take effect on the date of final passing thereof.
3. By-law No. 2367 of the former Town of Amherstburg is hereby repealed.

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


MAYOR


CLERK

THIS INDENTURE

Made in duplicate this 22nd day of February, 1999

B E T W E E N:

THE CORPORATION OF THE TOWN OF AMHERSTBURG,

Hereinafter called the "Corporation"

OF THE FIRST PART

- and -

D. W. CROWDER TRUCKING, OF THE TOWN OF AMHERSTBURG

Hereinafter called the "Collector"

OF THE SECOND PART

WHEREAS the Collector has agreed to collect, remove and dispose of all garbage and rubbish from all residential and commercial properties in the former Town of Amherstburg 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 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:
 - (a) Garbage collections at regular intervals with one collection in each week to each household, and two collections in each week to each commercial establishment, to include the picking up of all rubbish as defined in Section 1 - items A to E of By-law 2121. It is agreed by the Parties hereto that the amount paid to the Collector is based on approximately 2900 pickups. It is the responsibility of the Collector to advise the Treasurer & Public Works Manager of the Corporation if this number changes.
 - (b) Three Leaf Collections will be made in October and November of each year with disposal to be made at a designated site at Landfill No. 1 or at a site so designated by the Essex Windsor Solid Waste Authority.
 - (c) One (1) separate collection of Natural Christmas Trees to be collected by the Contractor after Christmas Holidays of 1999 and disposed of at a place designated by the Public Works Manager, or at a site so designated by the Essex Windsor Solid Waste Authority.
 - (d) The Collector shall provide sufficient receptacles at the Public Works Yard to accommodate the collection of yard waste, i.e., grass clippings, brush, shrubs, etc., from homeowners. The receptacles shall be made available during the months of May through October inclusive, and the Collector shall remove the waste as required. The Collector shall dispose of the yard waste at a site so designated by the Essex-Windsor Solid Waste Authority.

2. Term of Contract

The period of this contract shall be from the 1st day of January 1999 to the 31st day of December, 1999 and shall remain in force until terminated by the Municipality for cause upon 90 days written notice.

3. Area to be Served

The Town shall be provided with garbage and rubbish collection service as herein defined on a schedule of days as provided by the Public Works Manager.

4. Equipment

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

5. Health Regulations

The Collector covenants and agrees that he will comply with all regulations and instructions made or given by the Windsor-Essex County Health Unit, 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 collected in the Town of Amherstburg 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. The Town will be responsible for the tipping fees for garbage and rubbish originating from the Town of Amherstburg only.

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 for the operation of his equipment and the carrying out of his work under this contract to the extent of \$2,000,000.00.

9. Payments

The Corporation shall pay to the Collector for such garbage and rubbish collection, removal and disposal, the sum of Three Dollars and Sixty-four Cents (\$3.64) monthly from January 1, 1999 to December 31, 1999, per pickup collected, payable in regular monthly installments during the term of the contract. This rate shall be re-negotiated upon the termination date of this contract.

- 10. In the event of unsatisfactory garbage and rubbish collections by the Collector, or breach of any term of this agreement, the Corporation may upon one week's written notice to the Collector terminate this contract.
- 11. The Collector further covenants and agrees that in the event of any regular garbage or rubbish collection pickup falling on a Holiday upon which no collection, removal or disposal is made by the Collector, the Collector, on the next day following the Holiday shall make such collection, removal or disposal in the manner aforesaid in the defined area as set forth.
- 12. The Collector shall not assign, transfer or sub-let the whole or any part of this agreement or the work to be performed without the written consent of the Corporation.

IN WITNESS WHEREOF the Corporation has affixed its seal attested to by its Mayor and Clerk and the Collector has hereunto set his hand and seal.

SIGNED, SEALED AND DELIVERED)

In The Presence of)

B. Beneteau)

) THE CORPORATION OF THE
) TOWN OF AMHERSTBURG

) Per: Wayne Durs
) MAYOR

) Per: Duailloy
) CLERK

) RE: D.W. Crowder
) D.W. CROWDER TRUCKING
) "Collector"