

**CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 1999-13**

**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 Anderdon had contracted Lachapelle Sanitation & Disposal Ltd. to maintain a system for the removal and disposal of garbage and rubbish; and

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

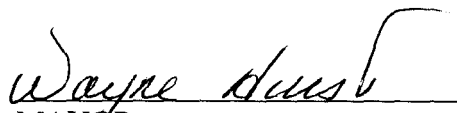
**WHEREAS** the Contractor is agreeable to extend the contract to the end of 1999; and

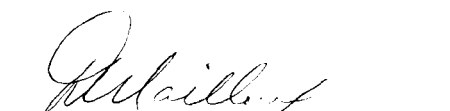
**WHEREAS** Council deems it expedient to extending the terms of the existing contract as attached hereto to the end of 1999;

**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 Lachapelle Sanitation & Disposal Ltd. for the collection and disposal of garbage and rubbish in the former Township of Anderdon 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 2727 and any other by-law or resolution of the former Township of Anderdon inconsistent with this by-law are hereby repealed.

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

  
MAYOR

  
CLERK

**SCHEDULE "A"**  
**BY-LAW NO. 1999-13**

AGREEMENT DATED THE 22<sup>ND</sup> DAY OF FEBRUARY, 1999.

BETWEEN

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

hereinafter called the "Town"

OF THE FIRST PART

- and -

**LACHAPELLE SANITATION & DISPOSAL LTD.**

hereinafter called the "Collector"

OF THE SECOND PART

**WHEREAS** the Collector has agreed to collect, remove and dispose of all garbage, rubbish and other refuse in the former Township of Anderdon upon the terms and conditions hereinafter made and provided.

**NOW THEREFORE THIS INDENTURE WITNESSETH THAT** in consideration of the promises, covenants and conditions herein contained and in consideration of the payment of monies hereinafter provided, the parties hereto do covenant, promise and agree as follows:

1. During a period commencing on January 1<sup>st</sup>, 1999 and ending on December 31, 1999, the Collector shall, once in each week on WEDNESDAY, remove and dispose of all garbage, rubbish and other refuse in all of the former Township of Anderdon. If the situation should arise that the Contractor cannot complete the Town on the day specified, the remaining garbage must be picked up within 24 hours of normal pickup time.

The Contractor shall collect any missed pickups immediately when notified.

Garbage pickup shall commence at 7:00 a.m. from November 1<sup>st</sup> to March 31<sup>st</sup>, and at 6:00 a.m. for the remainder of the year.

2. All such garbage and rubbish shall be collected in accordance with By-law 2332 of the former Township of Anderdon.
3. The Collector shall receive Two Dollars and Seventy Cents (\$2.70) per household or commercial unit collected per month.

All monies shall be payable to the Collector monthly, based on the number of residential or commercial units picked up.

4. The Collector agrees to dispose of all rubbish and garbage in the Essex County Landfill Area # 1 in a matter satisfactory to the owner and operator of such Landfill Area. The Collector undertakes and agrees that he shall not dispose of any garbage or refuse in the said Landfill Area that he has not collected from the former Township of Anderdon. The failure to comply with this provision shall be a sufficient breach of the Contract to require immediate cancellation thereof upon written notice to the Collector delivered to his place of business or residence and shall be effective upon immediate delivery of such notice.

5. The Collector agrees that he will comply strictly with all regulations, provisions and/or instructions which may properly be made or given by the various Boards or Departments of Health, or Ministries of the Province of Ontario, or by, or on behalf of any other duly constituted authority, having jurisdiction over the collection, removal or disposal of garbage, rubbish, ashes and other refuse under this agreement.
6. The Collector further covenants and agrees to maintain such insurance as will protect him and the Corporation from claims for damages or injury (public liability insurance) including death and other claims for property damage which may arise as a result of the collection, removal and disposal of garbage and rubbish under the terms of this agreement. Certificates of such insurance shall be filed with the Clerk and be subject to approval of Council of the Corporation as to adequacy of protection. Limit of \$2,000,000.00 (Two million dollars) is required by Council.
7. The Collector further covenants and agrees to indemnify and save harmless the Town and/or its clerks, servants or agents from and against all claims or actions which may be made or brought against the Town and/or its clerks, servants or agents as a result of the collection, removal or disposal of garbage, rubbish, ashes or other refuse under the terms hereunder or resulting therefrom in any way whatsoever.
8. The Collector agrees at his own expense to provide, maintain and equip all trucks (including flashing lights) and other materials which may be necessary to properly collect, remove and dispose of all garbage, rubbish, ashes and other refuse as aforesaid, and further to provide and pay all employees and other assistants as he may require to perform all the services contracted for under this agreement in the manner herein provided.
9. The Collector agrees that he will pay all licence fees, taxes, rentals, workers safety insurance dues or assessments and every other charge levied or payable by or to any authority or person which may be required of him in connection with the collection, removal and disposal of such garbage, rubbish, ashes and other refuse under the terms of this agreement.
  - (a) The Collector agrees to the provision of a One Hundred Percent (100%) Performance Bond or other security satisfactory to the Town if requested.
10. This Agreement may be terminated by the Town upon giving one month's notice in writing to the Collector for any default on the part of the Collector, his employees, servants or agents in the performance of any of the covenants, terms or obligations under this Agreement but otherwise shall be and remain in force and effect from the 1<sup>st</sup> day of January, 1999 to and including the 31<sup>st</sup> day of December, 1999.

**IN WITNESS WHEREOF** the Parties hereto affixed their respective Corporate Seals attested to by Officials duly authorized in that behalf and hands and seals this 22<sup>nd</sup> day of February, 1999.

THE CORPORATION OF THE TOWN OF AMHERSTBURG

PER: Wayne Idun  
MAYOR

Brenda Benetean  
WITNESS

PER: Paul Wilbourn  
CLERK

LACHAPELLE SANITATION & DISPOSAL LTD.

PER: Roger Lachapelle