

CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2002-41

Being a by-law to authorize the execution of an agreement respecting the collection of refuse and a bulk lift containers release form.

WHEREAS the Victory Gardens Condominiums has requested the municipality to collect refuse, waste from designated and approved Bulk Lift containers; and

WHEREAS Amherstburg has agreed to provide the said service for the collection of refuse in Bulk Lift containers, subject to certain conditions.

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

1. That the Mayor and the Clerk be authorized to sign the attached agreement between the Corporation of the Town of Amherstburg and Essex Condominium Corporation No. 29, also known as Victory Gardens Condominiums.
2. This by-law shall come into force on the final passing thereof.



MAYOR



CLERK

1st Reading: August 26, 2002

2nd Reading: August 26, 2002

3rd Reading: August 26, 2002

AGREEMENT
RESPECTING COLLECTION OF REFUSE
and
BULK LIFT CONTAINERS RELEASE FORM

BETWEEN:

THE CORPORATION OF THE TOWN OF AMHERSTBURG

(Hereinafter called "Amherstburg")

and

**ESSEX CONDOMINIUM CORPORATION NO. 29 aka VICTORY GARDENS
CONDOMINIUMS**

(Hereinafter called "the Condominium")

WHEREAS the Condominium is the registered owner, or legal representative of the Condominium lands and premises municipally known as Victory Gardens Condominiums in the Town of Amherstburg more particularly described in Schedule "A" attached hereto, and has requested Amherstburg to collect refuse, waste, garbage from designated and approved Bulk Lift containers on the Condominium's lands located on the lands and premises of the Condominium Corporation;

AND WHEREAS Amherstburg has agreed to provide the said service for the collection of refuse in Bulk Lift containers, subject to certain conditions required by Amherstburg and provided for herein;

NOW THEREFORE WITNESSETH THAT IN CONSIDERATION of the premises and mutual covenants together with other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amherstburg hereby agrees to provide regular collection of refuse from Bulk Lift containers provided by the Refuse Collection Contractor and approved by Amherstburg.
2. The Condominium shall place the said Bulk Lift containers in locations designated and deemed acceptable by Amherstburg and/or Amherstburg's head of the Department of Public Works.
3. It is understood and agreed that the Bulk Lift containers are the property of the Refuse Collection contractor and that the Condominium shall maintain the said containers in a clean, sanitary and serviceable condition at all times satisfactory to the municipality.
4. It is understood and agreed that the Condominium hereby gives permission to Amherstburg, its duly authorized collection agents, employees, contractors or sub-contractors to enter upon the Condominium's lands and premises with any and all employees and collection vehicles as may be required from time to time to remove the said refuse as approved and authorized by Amherstburg and that Amherstburg, its employees, agents, contractors, sub-contractors or representatives shall not in any way be held responsible in law for any loss or damage occurring as a result of such entry.
5. The initial term of this Agreement shall be for the period from the date hereof until the 31st day of December in the year executed, and subject to earlier termination by Amherstburg, shall be renewed automatically for a further term of one (1) year commencing January 1st, in

each year thereafter unless terminated sooner by Amherstburg by delivery of Notice in writing providing for one (1) month clear notice. On renewal, automatic or otherwise, the terms and conditions of this Agreement shall remain the same.

6. The Condominium covenants and agrees to indemnify and hold harmless Amherstburg from and against any and all liability, damages and expenses (including court costs and lawyers' fees) by reason of, or arising out of any or relating to any duties or obligations, acts or omissions of Amherstburg or any of it's agents, employees, contractors, sub-contractors, successors and assigns, and the Condominium shall, at the sole option of Amherstburg, acquire and maintain insurance in respect hereof naming Amherstburg as a named insured on any policy covering the matters contemplated in this Agreement throughout the term of this Agreement.

IN WITNESS WHEREOF the parties have hereunto affixed their corporate seals, duly attested to by the hands of its proper officers in that behalf as of this day of , 2002.

SIGNED, SEALED AND DELIVERED
In the presence of:

**THE CORPORATION OF THE TOWN OF
AMHERSTBURG**

Per: _____
MAYOR - Tony DiBartolomeo

CLERK - David Mailloux

We have authority to bind the corporation

**ESSEX CONDOMINIUM CORPORATION
NO. 29 aka
VICTORY GARDENS CONDOMINIUMS**

Per: _____

We have authority to bind the corporation

SCHEDULE A

- Victoria Street South
Roll No. 140 000 03401 0000
to 140 000 03452 0000
Essex Condo Plan 29
52 Units