

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2013-113

**By-law to enter into a Contract with Huber Technology for the
Supply of basket screens**

WHEREAS the Municipal Act, S.O. 2001, c. 25, authorizes Council to enter into agreements;

AND WHEREAS the Town of Amherstburg passed a resolution April 7, 2014 accepting the tender from Huber Technology for the supply of the basket screens;


AND WHEREAS the Town of Amherstburg deems it necessary to enter into a contract with Huber Technology;

NOW THEREFORE the Council of the Corporation of the Town of Amherstburg enacts as follows:

1. THAT the Mayor and Clerk be authorized to enter into a Contract
2. THAT Schedule A attached hereto, being the Contract, as to form and content, forms part of this By-law.
3. THAT all actions taken and/or required to be taken by the Mayor and Clerk on behalf of the Town to fulfill the terms of the Contract, including the execution of all documentation, are hereby authorized.
4. THAT this By-law shall come into force and take effect immediately upon the final passing thereof.

Read a first, second and third time and finally passed this 7th day of April, 2014.


MAYOR - WAYNE HURST


~~CLERK - BRENDA M. PERCY~~
Deputy Clerk - Paula Parker

Agreement No. 2014-08

The effective date of the agreement is the date of acceptance of the Equipment Supplier's tender.

IN CONSIDERATION WHEREOF, and subject to the provisions of the Agreement and documents that form part of it set out above, the Town agrees to pay the Equipment Supplier for the costs of the works delivered by the Equipment Supplier, the lump sum price of the

Tender One hundred and forty four thousand, seven hundred and eight dollars, ninety three cents (\$144,708.93) subject to authorized changes and additions or deductions which are agreed upon in accordance with the terms and conditions set out in the document list that forms part of this Agreement.

It is agreed between the parties that every covenant, proviso, and Agreement shall ensure to the benefit of and be binding upon the parties and their heirs, executors, administrators, successors and assigns of the parties.

The invalidity of any particular provision of this Agreement shall not affect any other provision of it but the Agreement shall be construed as if the invalid provision had been omitted.

IN WITNESS WHEREOF, the Equipment Supplier and the Town have hereunto signed their names and set their seals at the times and places indicated.

This 16th day of May
2014, at the offices of
Huber Technology, Inc.
Huntersville, NC
Province of Ontario

[Signature]
Witness
(Only to be signed if the Equipment
Supplier is not a Corporation)

) [Signature]
)
) Signing Officer:
)
) Title: Secretary
)
) Equipment Supplier: Huber Technology, Inc.
)
) Signature of Equipment Supplier or where
) Equipment Supplier is a Corporate Body,
) the signature of an Officer of the Equipment
) Supplier with the seal of the Corporation
) impressed thereon.

This 20th day of May
2014, at the Town of Amherstburg
Province of Ontario

) THE TOWN OF AMHERSTBURG
)
) [Signature]
) Mayor
)
) [Signature]
) Town Clerk