

CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2011-84

BEING A BY-LAW TO AUTHORIZE THE TOWN OF GANANOQUE TO ENTER INTO AN AGREEMENT WITH BFI CANADA INC FOR THE PURPOSE OF PROVIDING WASTE COLLECTION, DISPOSAL, RECYCLING, AND LARGE ITEM PICK UP SERVICES TO THE TOWN OF GANANOQUE.

WHEREAS by Section 5 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS the Municipal Act, 2001, S.O. 2001, c. 25, provides that the powers of every Council are to be exercised by Bylaw

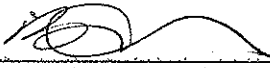
NOW THEREFORE be it resolved that the Council of the Corporation of the Town of Gananoque enacts as follows;

1. That the Council hereby authorizes entering into a three (3) year agreement, with BFI Canada Inc, for the purpose of providing waste collection, disposal and recycling services, as set out in Schedule 'A' attached hereto.
2. That the Mayor and Clerk are hereby authorized to execute all documents in regard to said agreement.
3. That this bylaw shall come into force and effect on the date of passing.

READ A FIRST, SECOND, and THIRD TIME, passed, signed, and sealed with the corporate seal this 06th day of September, 2011.



Mayor, Erika Demchuk



Clerk, Bonnie Dingwall

**CORPORATION OF THE TOWN OF GANANOQUE
AGREEMENT**

BETWEEN: The Corporation of the Town of Gananoque
(Hereinafter referred to as "the Town")
OF THE FIRST PART

AND: *BFI Canada Inc.*
(Hereinafter referred to as "the Contractor")
OF THE SECOND PART

WHEREAS authority is given under the *Municipal Act* for the Council of the Town of Gananoque to engage in contracts for the purpose of providing services;

AND WHEREAS the Council of the Corporation of the Town of Gananoque is desirous of engaging BFI Canada Inc. to undertake the Town's Waste Collection, Disposal and Recycling services;

NOW THEREFORE the Town and the Contractor hereby agree to the following terms and conditions:

1. The Contractor will provide the services/scope and undertake the work as set out in the Tender Submission for the project (attached hereto as Schedule 'A') and as described in the Tender submitted by the Contractor and dated August 25, 2011 (attached hereto as Schedule 'B'), all documents forming part of this Agreement.
2. The Contractor represents and warrants that the performance of this Agreement will not conflict with any other contract to which it is bound and, while performing this Agreement it will not engage in any contracted services or employment or enter into any agreement in conflict with this Agreement. The Contractor agrees to disclose potential conflicts of interest that may arise during the term of this Agreement.
3. The term of the contract shall be for 3 years. The Town of Gananoque reserves the sole right to extend the contract to a 5 year term, based on the prices submitted by the contractor in the tender. The extension of term shall be 2 additional years (3 yrs. + 2 yrs). The contractor shall consider all elements of this agreement applicable, should the additional 2 year option be utilized by the Town. The Town shall notify the contractor in writing 3 months prior to the end date of the 3 year contract of the extension option being utilized.

4. The Contractor shall not assign or sublet the whole or any part of this Agreement without the prior written consent of the Town, unless the use of subcontractors is expressly stated in the proposal submitted by the Consultant and accepted by the Town.
5. The Contractor acknowledges that while performing the services under this Agreement, that it is not an employee of the Town of Gananoque, and as such shall be responsible for the payment of all expenses required by law, including, but not necessarily limited to, Employment Insurance premiums, Income Tax, Canada Pension Plan contributions, etc., failing which the Consultant shall reimburse the Town for any expenses it may have to pay as a result of the contractor neglecting to do so.
6. The Town agrees to pay the Contractor by way of unit price for the provision of waste collection, disposal and recycling as per the tender proposal submitted by the contractor.
7. The Contractor will invoice the Town for services rendered. Such invoices shall include a detailed description of the tasks included therein, in conformity with the tender submission unit prices. The Town hereby agrees to pay the invoices in a timely fashion.
8. In the event of any dispute with respect to the payment of the invoices which cannot otherwise be resolved between the Contractor and the Town, the Contractor and the Town hereby agree to submit the matter to an impartial arbitrator under the *Arbitrations Act*, whose decision shall be final and binding. In the event that a matter is referred to an arbiter under this Article, the parties agree to equally share the cost of the arbiter and any related expenses.
9. The Contractor will cooperate with the Town's auditor with respect to any financial matters involving business between the Contractor and the Town.
10. The Contractor shall, at all times during the term of this Agreement, maintain not less than \$2,000,000 in liability insurance, with the Town as a named insured. A copy of the insurance policy shall be filed with the Town upon the commencement of the Agreement and the Town shall be advised immediately of any change in status in the insurance coverage required pursuant to this Article.
11. All information collected by the Contractor in the performance of the services described herein shall be considered to be the property of the Town and shall be surrendered to the Town immediately upon request for same. It is understood that in the collection of any information, that the Contractor will have proper

regard for the *Municipal Freedom of Information and Protection of Privacy Act*, and that the disclosure of any information collected will be pursuant to the requirements of the legislation as embodied in the procedures set out by the Town.

12. This Agreement shall be effective from the date of its signing thereof and the terms of this Agreement shall remain in force and effect until the contract term is completed, unless otherwise amended in writing and agreed to by both the Town and the Consultant.

13. This Agreement shall be subject to the applicable laws of Canada and Ontario.

THE CORPORATION OF THE TOWN OF GANANOQUE



Erika Demchuk, Mayor



Robert Small, CAO and/or Bonnie Dingwall, Clerk

CONSULTANT

"I/We have the authority to bind the Corporation"