

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 10-957

Being a bylaw to authorize the execution of an agreement with Temagami Trucking Ltd. for construction of the Temagami North Sewage Treatment Facility Lagoon Update Project.

WHEREAS under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS under Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS Council for The Corporation of the Municipality of Temagami deems it desirable to complete the Temagami North Sewage Treatment Facility Lagoon Upgrade Project;


AND WHEREAS the Council of The Corporation of the Municipality of Temagami deems it desirable to enter into an agreement with Temagami Trucking Ltd. to complete said project;


NOW THEREFORE the Council of The Corporation of the Municipality of Temagami hereby enacts the following as a by-law:

1. That the Mayor and Clerk be authorized to execute an agreement with Temagami Trucking Ltd. to complete the Temagami North Sewage Treatment Facility Lagoon Upgrade Project at a cost of \$119,090.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the Municipality of Temagami is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

TAKEN AS READ A FIRST TIME this 15th day of November, 2010.

READ A SECOND AND THIRD time and finally passed this 15th day of November, 2010.


MAYOR


CLERK

SCHEDULE “A” TO BY-LAW NO. 2010-957

Agreement between

The Corporation of the Municipality of Temagami

and

Temagami Trucking Ltd.

for the

Temagami North Sewage Treatment Facility

Lagoon Upgrade Project

FORM OF AGREEMENT

THIS AGREEMENT made in triplicate this ____ day of November, 2010.

BETWEEN: **CORPORATION OF THE MUNICIPALITY OF TEMAGAMI**

(hereinafter called "the Owner")

AND: **TEMAGAMI TRUCKING LTD.**

(hereinafter called "the Contractor")

WITNESSETH:

THAT the Owner and the Contractor shall undertake and agree as follows:

ARTICLE I:

The Contractor will:

- (a) Provide all material and perform all work shown on the drawings and described in the Specifications entitled:

**THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI
Temagami North Sewage Treatment Facility
Lagoon Upgrade Project**

- (b) Do and fulfill everything indicated by this Agreement and in the Contract Documents, and

- (c) Complete, as certified by the Engineer, all the work by *March 31, 2011*.

ARTICLE II:

The Owner will:

- (a) Pay the Contractor in lawful money of Canada for the material and services aforesaid One Hundred and Nineteen Thousand Ninety and 0/100 Dollars (\$119,090.00), plus HST.
- (b) Make payment on account thereof upon the Engineer's Certificate in accordance with General Conditions of Contract.

ARTICLE III:

A copy of each of the Budget Price Inquiry for Construction Works and Addendum No. 1 are hereto annexed to this Form of Agreement and are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

FORM OF AGREEMENT (CONTINUED)

ARTICLE IV:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

THE CONTRACTOR: TEMAGAMI TRUCKING LTD.,
6167 HWY 11 N., PO BOX 307,
TEMAGAMI, ONTARIO. POH 2H0

THE OWNER: THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI,
P.O. BOX 220, 7 LAKESHORE DRIVE,
TEMAGAMI, ONTARIO. POH 2H0

THE ENGINEER: STORY ENVIRONMENTAL INC.,
P.O. BOX 716, 332 MAIN STREET,
HAILEYBURY, ONTARIO POJ 1K0

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

SIGNED AND SEALED IN
THE PRESENCE OF

)
) TEMAGAMI TRUCKING LTD.
)
)
)
) _____
) Contractor (Seal)
)
)
)
) CORPORATION OF THE MUNICIPALITY
) OF TEMAGAMI:
)
) _____
) Mayor
)
) _____
) Clerk (Seal)
)
)
)