

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 12-1096

Being a by-law to authorize the Mayor and CAO to execute an agreement with Temagami Trucking for Snow Removal/Plowing in the Marten River Area.

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;

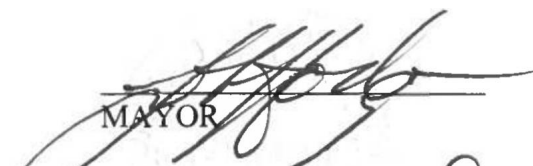
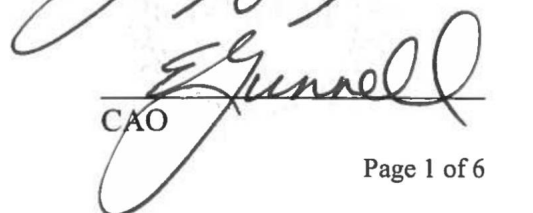
AND WHEREAS the Council of the Municipality of Temagami deems it advisable to accept the Tender submitted by Temagami Trucking and enter into an agreement for snow removal and plowing operations for the Fire Hall, Helipad and Dump Road in Marten River and 2.6km of Tonomo Road;

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. That the Mayor and Chief Administrative Officer are hereby authorized and directed to accept the tender and execute the agreement attached hereto as Schedule "A" to this bylaw.
2. That this bylaw shall come into force and take effect upon final passing thereof.
3. 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.

BE TAKEN AS READ A FIRST time on this 13th day of December, 2012.

READ A SECOND AND THIRD time and finally passed this 13th day of December, 2012.


MAYOR

CAO

**THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI**

CONTRACT

THIS AGREEMENT made this 5 day of DECEMBER, 2015

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

Hereinafter referred to as the "Municipality"

And

Temagami Trucking

Hereinafter referred to as the "**Contractor**"

WHEREAS the Municipality wishes to engage snow removal/plowing operations for the Marten River Fire Hall, Marten River Helipad, Marten River Dump Road 0.7 km and Tonomo Road 2.6 km; and

WHEREAS the Municipality and Contractor are desirous of establishing the terms and conditions of the contract;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the parties agree to the following:

1. The Municipality will engage the Contractor for the snow removal and plowing of Marten River Area.
2. This agreement shall apply to the work and services to be rendered by the Contractor on a as need basis, commencing with the Municipality on the 5th day of DECEMBER, 2015, for a 3 year term, ending on the 5th day of DECEMBER, 2018.
3. The Municipality shall pay the Contractor a rate of \$264.00 per round trip for three years;
4. Upon commencement of the contract, the Contractor will meet with the Chief Administrative Officer (or designate) to agree upon performance expectations and priority assignments. Within the three (3) months assessment period, the Chief administrative Officer (or designate) will undertake two performance reviews of the Contractor to confirm that the Contractor is satisfactorily meeting the performance

expectations as agreed upon. If after the second performance review, the Municipality, acting reasonably, determines the contractor is not satisfactorily meeting the performance expectations, the Municipality may terminate this contract on 2 weeks notice to the Contractor.

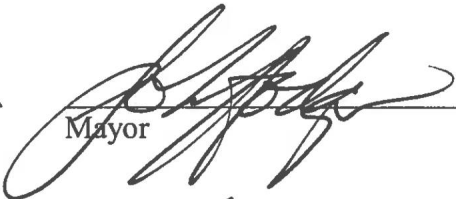
5. Confidential information, which may be obtained through the course of work, shall not be disclosed, except in accordance with the Municipal Freedom of Information and Protection of Privacy Act.
6. This agreement may be terminated by the Contractor by giving the Municipality four weeks notice in writing. The Municipality may waive this notice, in whole, or in part.
7. This agreement constitutes the entire agreement between the parties with respect to the subject-matter hereof. Any modifications to this agreement must be in writing and signed by the parties to it, or it shall have no effect and shall be void. There are no representation, warranties, conditions, undertaking or collateral agreement, express or implied between the parties other than as expressly set forth in this agreement.
8. Notice of intention of the Municipality regarding renewal of this contract shall be provided to the Contractor at least 2 weeks prior to expiry. In the absence of such notice, the contract shall continue in full force and effect until such notice is given and all other provisions shall continue in force.
9. The Contractor acknowledges that he has had adequate opportunity to obtain independent legal advice.

IN WITNESS WHEREOF, the respective parties hereto have set their hands and seal:

SIGNED, SEALED and DELIVERED
In the presence of:

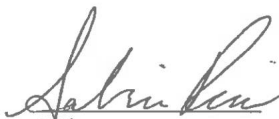
THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI

December 14, 2012
Date



Mayor

December 14, 2012
Date


CAO


Witness

DECEMBER 5 / 2012
Date


Contractor

MARTEN RIVER SNOW REMOVAL/PLOWING GUIDELINES

1. The Contractor will comply with the Municipal Act, 2001 - O Reg 239/02 "Minimum Maintenance Standards for Municipal Highways"
2. The service is to be provided in a safe, timely, efficient and environmentally safe manner to ensure that access to the sites and buildings is safe and unimpeded by snow.
3. Ensure the Emergency Services are cleared of snow before roadways.
4. Clear snow as soon as practicable after becoming aware that the snow accumulation is greater than 10 cm.
5. Removal of snow, including all drifted and blown snow.
6. Removal of snow from building entrances.
7. The Contractor shall only employ orderly, competent, and skilful workers to do the work.
8. The Contractor shall be responsible for damage to the property caused by snow removal/plowing operations including, buildings and cones.
9. The Contractor shall keep, and provide monthly, a complete log detailing all snow clearing activities.

Heliport Snow Removal

10. Snow to be removed when accumulations reaches 10 cm.
11. Cones must be cleared of snow to allow unobstructed view from all directions.
12. Care must be taken not to contact the cones with the plow. It is recommended that a hand shovel be used to help facilitate this.
13. Snow to be removed beyond a 55-foot radius from centre of pad.
14. Snow bank height not to exceed 4 feet within 55-foot radius from centre of pad and along arrival and departure path(s)
15. Notify OCC once pad has been cleared.

Municipalities Responsibilities

16. The Owner shall sand all sites, as required

17. The Owner shall widen roadways when necessary.

MARTEN RIVER SNOW REMOVAL/PLOWING INSURANCE REQUIREMENT

During the term of this Snow Removal/Plowing Contract, Contractor shall comply with the insurance provisions set forth below. The insurance specified below shall be maintained by Contractor, at its expense, and certificates thereof shall be presented to the Municipality in form and content satisfactory to the Municipality prior to commencement of the Services. The insurance is as follows:

- a) The Contractor will provide liability insurance for their vehicle of at least \$2,000, 000 in the name of the Municipality.
- b) The Contactor is responsible for Workplace Safety Insurance Board (WSIB).
- c) The Contractor is responsible for CPP, EI and Income Tax.