

# **THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI**

## **BY-LAW NO. 13-1101**

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**Being a by-law to authorize the Mayor and Chief Administrative Officer to execute a  
Landfill Attendant Contract for the Strathy and Sisk Landfill sites.**

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**WHEREAS** under Section 8 (1) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality 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;

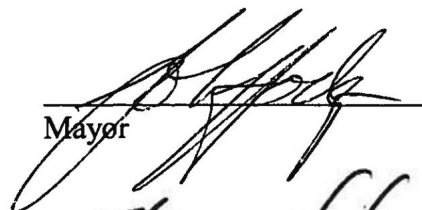
**AND WHEREAS** the Council of the Municipality of Temagami deems it desirable to enter into an agreement with Bryan Fontaine for the services of a Landfill Attendant for the Strathy and Sisk Landfill sites;

**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 execute the agreement attached hereto as Schedule "A" and forming part of 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.

TAKEN AS READ A FIRST time on this 10<sup>th</sup> day of January, 2013.

READ A SECOND AND THIRD time and finally passed this 10<sup>th</sup> day of January, 2013.

  
Mayor

  
Clerk

**THE CORPORATION OF THE  
MUNICIPALITY OF TEMAGAMI**

**CONTRACT**

**THIS AGREEMENT** made this 28 day of March 2013

**BETWEEN**

**THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI**

Hereinafter referred to as the **"Municipality"**

And

Bryan Fontaine

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

WHEREAS the Municipality wishes to engage a Landfill Attendant for the operation of Strathy and Sisk Municipal Landfill Sites.

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 as the Landfill Attendant, under the general requirements as outlined in the guidelines which may vary from time to time.
2. This agreement shall apply to the work and services to be rendered by the Contractor, commencing with the Municipality on the day of 28 March, 2013, for a 3 year term, ending on the day 27 March 2016.
3. The Municipality shall pay the Contractor a rate of \$35,000.00 per annum, for the first year; \$35,000.00 per annum, for the second year; and \$35,000.00 per annum, for the third year.
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 a 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 that 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. No salvage rights. The Municipality retains ALL salvage rights.
7. 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.
8. 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 representations, warranties, conditions, undertakings or collateral agreements, express or implied between the parties other than as expressly set forth in this agreement.
9. 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.
10. The Contractor acknowledges that he/she has had adequate opportunity to obtain independent legal advice.
11. Should the contractor not perform the duties as required, the Municipality may terminate the contract.
12. Service reviews of all Municipal waste disposal services may be completed at anytime. Therefore the Municipality reserves the right in the third year of this contract to change or modify the terms of this contract or cancel the contract with three (3) months notice.

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

April 11, 2013.  
Date

Mayor

March 28, '13.  
Date

CAO

R. Larochelle  
Witness

March 28 2013  
Date

Bryan Fontaine  
Contractor  
Bryan Fontaine

# **STRATHY & SISK LANDFILL ATTENDANT**

## **Guidelines**

1. The service is to be provided in a safe, timely, efficient and environmentally safe manner.
2. The Contractor shall use pleasant manner and sound judgment when dealing with the public.
3. Position will consist of up to 32 hours per week working various hours, including weekends.
4. Hours of operation:

### Strathy Landfill Hours

- Wednesday, Thursday, Friday, and Saturday mornings from 8:00 am to 12:00 pm.
- Sunday mornings from 10:00 am to 2:00 pm in the summer months. (May long weekend to Labour day long weekend).
- Sunday mornings from 8:00 am to 12:00 pm in the winter months.

### Sisk Landfill Hours

- Wednesday, Thursday, and Saturday afternoons from 1:00 pm to 4:30 pm
  - Sunday afternoons from 3:00 pm to 6:30 pm in the summer months. (May long weekend to Labour day long weekend).
  - Sunday afternoons from 1:00 pm to 4:30 pm in the winter months.
5. Ensure the waste disposal site is open the hours posted on the Certificate of Approval for the site.
  6. Be in attendance on site during all the operating hours with the exception of Christmas Day and New Years Day.
  7. If the above conditions are not met (operating hours) the Municipality will deduct \$60.00 for the first half hour and \$5.00 for every 15 minutes there after.

8. Ensure the landfill operates in accordance with the Certificate of Approval.
9. The Contractor shall provide name(s) of sub contractor/ replacement workers to the Municipality for approval.
10. The Contractor shall provide the vehicle and all cost towards the carrying out of this work.
11. The Contractor shall identify wastes entering the landfill and screening for prohibited wastes.
12. Direct and ensure the waste is separated and deposited to the appropriate area.
13. Maintain order and cleanliness of grounds and buildings including, preventing blow litter wherever possible.
14. Municipal statistic records to be completed daily and submitted weekly to the Public Works Office on forms supplied by the Municipality.
15. Determine if a user is a resident or not. Ensure non-residents have dump card.
16. The Contractor will be responsible for determining appropriate tipping fees in accordance with the Municipality's User Fee By-law; the Contractor must provide receipt; Contractor must maintain receipt book and account to Public Works for all cash and receipts. Must also forward paperwork to Public Works weekly for invoicing. Receipt book will be supplied by the Municipality.
17. The Contractor must adhere to all safety standards under the Occupational Health & Safety Act.
18. The Contractor must supply and wear safety equipment, including gloves and safety toe boots.
19. Use authority to disallow scavenging.
20. Report discrepancies or problems immediately.
21. Should the Contractor not perform the duties as required, the Municipality may terminate the contract.

22. Service reviews of all Municipal waste disposal services may be completed at anytime. Therefore the Municipality reserves the right in the third year of this contract to change or modify the terms of this contract or cancel the contract with three (3) months notice.

## **STRATHY & SISK LANDFILL ATTENDANT**

### **Insurance Requirement**

During the term of this 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 Corporation of the Municipality of Temagami.
- b) The Contactor is responsible for Workplace Safety Insurance Board (WSIB).
- c) The Contractor is responsible for CPP, EI and Income Tax.