

# THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

## BY-LAW NO. 13-1102

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**Being a by-law to authorize the Mayor and Chief Administrative Officer to execute a contract with John Harding for landfill attendant services for the Briggs Landfill site and the Lake Temagami Access Point Transfer Station.**

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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;

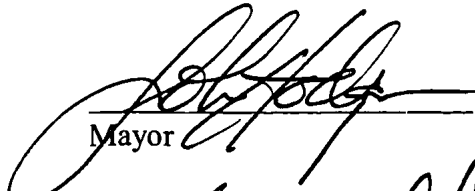
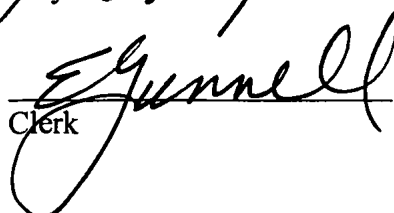
**AND WHEREAS** the Council of the Municipality of Temagami deems it desirable to enter into an agreement with John Harding for the services of a Landfill Attendant for the Briggs Landfill site and the Lake Temagami Access Point Transfer Station;

**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 31<sup>st</sup> day of January, 2013.

READ A SECOND AND THIRD time and finally passed ~~and this 31<sup>st</sup> day of January 2013~~ ~~passed this 31<sup>st</sup> day of January 2013~~

  
Mayor  
  
Clerk

**THE CORPORATION OF THE  
MUNICIPALITY OF TEMAGAMI**

**CONTRACT**

**THIS AGREEMENT** made this 14 day of February 2013

**BETWEEN**

**THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI**

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

And

John Harding

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

WHEREAS the Municipality wishes to engage a Landfill Attendant and Transfer Station Attendant for the operation of Briggs Landfill and Lake Temagami Access Point Transfer Station.

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 Briggs Landfill and Lake Temagami Access Point Transfer Agent, 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 14 day of February 2013, for a 3-year term, ending on the 13 day of February 2016.
3. The Municipality shall pay the Contractor a rate of \$21,994.89 per annum, for the first year; \$22,875.39 per annum, for the second year; and \$23,755.89 per annum, for the third year. Lake Temagami Access Point Transfer Station Attendant and Briggs Landfill Attendant.
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

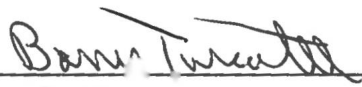
Feb 14, 2013  
Date

  
Mayor

Feb 14, 2013  
Date

  
CAO

Feb 14 2013  
Date

  
Witness^ '

Feb 14/2013  
Date

  
Contractor

**BRIGGS LANDFILL ATTENDANT  
&  
LAKE TEMAGAMI ACCESS POINT TRANSFER STATION 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. The operation of the Briggs Landfill site will be combined with the position of attendant at the Lake Temagami Access Point Transfer Station. This position will consist of working various hours, including weekends up to 35 hours per week in the summer time and 10.5 hours of operation during the winter months as follows:

January - May long weekend: 10.5 hours per week

May long weekend - end of June: 20 hours per week

July - September long weekend: 35 hours per week

September long weekend - October long weekend: 20 hours per week

October long weekend - end of December: 10.5 hours per week

4. Briggs Landfill/Lake Temagami Access Point Transfer Station Hours

Winter

Monday 1:00 pm - 4:30 pm

Wednesday 1:00 pm - 4:30 pm

Thursday 8:30 am - 12:00 pm

Spring and Fall

Monday 1:00 pm - 4:30 pm

Wednesday 1:00 pm - 4:30 pm

Thursday 8:30 am - 12:00 pm

Saturday 12:00 pm - 4:30 pm

Sunday 1:00 pm - 6:00 pm

Summer

Monday 9:30 am - 4:30 pm

Wednesday 9:30 am - 4:30 pm

Thursday 8:30 am - 3:30 pm

Schedule "A" to By-law 13-1102

17. Contractor will distribute information to the public as necessary during regular operating hours.
18. The Contractor must adhere to all safety standards under the Occupational Health & Safety Act.
19. The Contractor must supply and wear safety equipment, including gloves and safety toe boots.
20. Use authority to disallow scavenging.
21. Report discrepancies or problems related to waste management or the Lake Temagami Access Point immediately.
22. Should the Contractor not perform the duties as required, the Municipality may terminate the contract.
23. 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.

**BRIGGS LANDFILL ATTENDANT  
&  
LAKE TEMAGAMI TRANSFER STATION 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 working various hours, including weekends.

**4. Hours of Operation:**

Lake Temagami Access Point Waste Transfer Station (Mine Landing)

The Mine Landing transfer station attendant will present the same hours as the Briggs Landfill hours in the winter, and additional 4.5 hours on Saturday and 5 hours on Sunday during the spring and fall; and will be present for 7 hours on each of Monday, Wednesday, Thursday, Saturday and Sunday at the transfer station during the summer months.

Schedule

- January - May long weekend; 10.5 hours per week
- May long weekend - end of June: 20 hours per week
- July - September long weekend: 35 hours per week
- September long weekend - October long weekend: 20 hours per week
- October long weekend - end of December: 10.5 hours per week

Briggs Waste Disposal Site Hours

- Monday & Wednesday      1:00 pm to 4:30 pm
- Thursday                      8:30 am to 12:00 pm

5. Ensure the transfer station 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.

When the contract was signed, these Guidelines were provided to contractor but were not as passed by Council  
EJ

Correct. Guidelines provided later.

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 thereafter.
8. The Contractor shall provide name(s) of sub contractor/ replacement workers to the Municipality for approval. /
9. Ensure the transfer station operates in accordance with the Certificate of 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/transfer station and screening for prohibited wastes.
12. Ensure 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. Distribute information to the public as necessary during regular operating hours. /
16. Determine if a user is a Lake Temagami resident or not.
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.

**BRIGGS LANDFILL ATTENDANT  
&  
LAKE TEMAGAMI TRANSFER STATION ATTENDANT**

**Licensing and Insurance Requirement**

During the term of this Contract, Contractor shall comply with the licensing and 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 Contractor is responsible for Workplace Safety Insurance Board (WSIB).
- c) The Contractor is responsible for CPP, EI and Income Tax.
- d) The Contractor will provide proof of licensing from the Ministry of the Environment authorizing the Contractor to haul waste.

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## CONFIRMATION OF INSURANCE

Named Insured	John Harding 4 Lake Temagam: Island 2 :C G'ouu Bo* .- remaganu Oma^o POH 2Hi
Insurer	Aviva Insurance Company
Policy No	BINDFR2C't30'?^6
Policy Term	January 29 29 <sup>1</sup> J O Janjar. 29 2C14
Coverages	<u>20U 1, Chevrolet Silverado s/n 1GCGK* oUclF VuK</u> Third Parly LraoiHv^odrly iruuiv S2 Du eci Ccmpensauch/Properiv Damage Basic Accident Benefits Comprehensive Fa^vi/ Prnipc-'cn F ' dorsemen*
Issued At	North Bay Ontario
Date	January 30 2014

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\*\* This document s evidence that insurance uesciiCed above has been er- •-  
which certificates or policies wi l be .-July ISS.IPO r:? 'he nsirets"

IMMEDIATE ADVICE MUST BE GIVEN O!- ANN DISCREPANCIES I- ■  
NECESSARY CHANGES