

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 13-1103

Being a by-law to authorize the Mayor and Chief Administrative Officer to execute a contract to empty the dump wagons at the Lake Temagami Access Point and the Welcome Centre Transfer station including attending the Welcome Centre Transfer Station.

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 service of emptying the dump wagons at the Lake Temagami Access Point and the Welcome Centre Transfer station and Attendant for the Welcome Centre 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 10th day of January, 2013.

READ A SECOND AND THIRD time and finally passed this 10th 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 Dump Wagon and Transfer Station Attendant for the operation of all Municipal Dump Wagons; and Welcome Centre Transfer Station Attendant.

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 Mine Landing Dump Wagons Transfer Agent and the Welcome Centre Transfer Station 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 14 day of February 2013, for a 3-year term, ending on the 13 day of February 2016.
3. Dump Wagons

The Municipality shall pay the Contractor a rate of \$47.00 per load, for the first year; \$48.00 per load for the second year; and \$49.00 per load, for the third year. Emptying dumpsters at the Lake Temagami Access Point on an as needed basis only.

4. Welcome Centre Transfer Station

The Municipality shall pay the Contractor a rate of \$7,181.00 for the first year; \$7,224.00 for the second year; and \$7,267.00 for the third year. Welcome Centre Transfer Station Attendant and emptying the dumpster (43) forty-three times per year.

5. 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.
6. 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.
7. No salvage rights. The Municipality retains ALL salvage rights.
8. 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.
9. 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.
10. 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.
11. The Contractor acknowledges that he/she has had adequate opportunity to obtain independent legal advice.

12. Should the Contractor not perform the duties as required, the Municipality may terminate the contract.
13. 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:

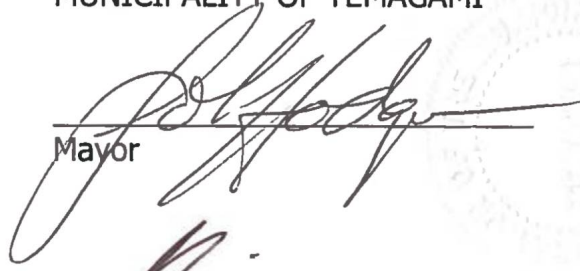
SIGNED, SEALED and DELIVERED

In the presence of:

THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI

22 Jan 13
Date

Mayor

A large, stylized handwritten signature in black ink, likely belonging to the Mayor, written over a horizontal line.


Jan 22, 2013
Date

CAO

A handwritten signature in black ink, likely belonging to the CAO, written over a horizontal line.

Jan 22/2013 Benny Turetta
Date Witness

Jan 22/2013 John Handring
Date Contractor

A handwritten signature in black ink, likely belonging to the Contractor, written over a horizontal line.

LAKE TEMAGAMI ACCESS POINT DUMP WAGONS & WELCOME CENTRE 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 Mine Landing dumpsters must be transported from Lake Temagami Access Point and dispose of the contents at the Briggs landfill. The Contractor must ensure that dumpsters are full before emptying.
4. The Welcome Centre Transfer Station position will consist of up to twelve hours per week from the Monday of the Victoria Day long weekend (May) to the Monday of the Thanksgiving long weekend (October).

5. Hours of Operation:

Lake Temagami Waste Transfer Station (Welcome Centre)

Beginning on the Monday of the Victoria Day (May) long weekend and ending on the Monday of the Thanksgiving (October) long weekend.

- Sundays and Thursdays from 12 noon until 6 pm

and in the event of a long weekend, on the Monday instead of the Sunday.

6. Ensure the transfer station site is open the hours posted on the Certificate of Approval for the site.
7. Be in attendance on site during all the operating hours with the exception of Christmas Day and New Years Day.
8. 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.
9. The Contractor shall provide name(s) of sub contractor/ replacement workers to the Municipality for approval.

10. Ensure the transfer station operates in accordance with the Certificate of Approval.
11. The Contractor shall provide the vehicle and all cost towards the carrying out of this work.
12. The Contractor shall identify wastes entering the landfill/transfer station and screening for prohibited wastes.
13. Ensure waste is separated and deposited to the appropriate area.
14. Maintain order and cleanliness of grounds and buildings including, preventing blow litter wherever possible.
15. Municipal statistic records to be completed daily and submitted weekly to the Public Works Office on forms supplied by the Municipality.
16. Distribute information to the public as necessary during regular operating hours.
17. Determine if a user is a Lake Temagami resident or not.
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 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.

**LAKE TEMAGAMI ACCESS POINT DUMP WAGONS
&
WELCOME CENTRE 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.

5054.



Ministry of the Environment
Ministres de l'Environnement

John Thomas Harding
4 Lake Temagami Island 210
Post Office Box, No. 24
Temagami, Ontario
POH 2H0

ENVIRONMENTAL
File incoming CKW^

Mayor 0

Council ☐ DA

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Building ☐

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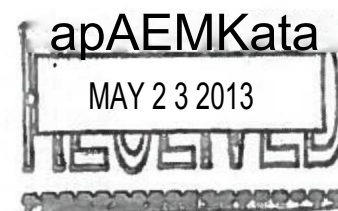
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COMPLIANCE APPROVAL

NUMBER 6967-968Q34

Issue Date: April 11, 2013



You have applied under section 20.2 of Part II. 1 of the Environmental Protection Act, R.S.O. 1990, c. E. 19 (Environmental Protection Act) for approval of:

a Waste Management System servicing the Province of Ontario

For the purpose of this environmental compliance approval, the folio-wing definitions apply:

- a. "Approval" means the entire Environmental Compliance Approval including its schedules, if any, issued under Section 20.3 of II. 1 of the Environmental Protection Act;
- b. "EPA" means the Environmental Protection Act, R.S.O. 1990, c.E.19;
- c. "Company" means only John Thomas Harding;
- d. "Director" means any Ministry employee appointed by the Minister pursuant to Part III of the Environmental Protection Act;
- e. "Ministry" means the ministry of the government of Ontario responsible for the EPA and includes all officials, employees or other persons acting on its behalf;
- f. "Minister" means the minister responsible for the Ministry,
- g. "District Manager" means the District Manager of the Ministry of the Environment for the geographic area in which the waste described in condition 2 is located; and

IL "Spill clean-up material" means the results of a clean up of a leak or spill which includes materials leaked or spilled and materials which have been absorbed on, or have contaminated soil, fabric, paper, or other similar absorbent material and including contaminated protective equipment used in the clean-up.

You are hereby notified that this environmental compliance approval is issued to you subject to the terms and conditions outlined below:

TERMS AND CONDITIONS

1. Except as otherwise provided by the conditions of this Environmental Compliance Approval, the waste management system shall be operated in accordance with the conditions contained within this Environmental Compliance Approval and the supporting information submitted with the application for this Environmental Compliance Approval dated March 12, 2013 and the additional information subsequently submitted to the Ministry of the Environment listed below:
 - (A) Mail package received on March 20, 2013 from John Harding, Owner, providing updated sections of the application form, and the civic address of the truck storage yard.
2. Only domestic waste, commercial waste, blue box materials, leaf and yard waste, tires, wood waste, and non-hazardous solid industrial waste including asbestos waste in bulk, contaminated soil and other waste limited to spill clean-up material shall be transported pursuant to this Environmental Compliance Approval and in any case, no subject waste may be transported pursuant to this Environmental Compliance Approval.
3. "Other" waste limited to spill clean-up material shall only be transported:
 - (a) to a waste disposal site conforming to the requirements specified in condition 5 of this Approval, or,
 - (b) in accordance with a direction made pursuant to Section 94 of the Environmental Protection Act or an order made pursuant to Section 97 of the Act, which includes references to the reuse or disposal of the pollutant for the purpose of Section 96(1)(a) of the Act, or,
 - (c) in accordance with the Director's approval or direction pursuant to Section 96(2) of the Environmental Protection Act.
4. The Company shall promptly take whatever steps are necessary to contain and clean up any spills of waste which have resulted from the operation of this waste management system.

5. Waste shall only be delivered to a waste disposal site or facility which has an Environmental Compliance Approval, and only where the waste being delivered complies with the Environmental Compliance Approval of the receiving waste disposal site or facility, and at no time shall waste be stored or transferred to your truck storage yard located at 1720 Lake Temagami Access Road, Temagami, Ontario.
6. All waste shall only be transported in a covered vehicle.
7. Any addition, deletion or other change to the fleet of vehicles, trailers and equipment (i.e., year, make, model, serial number, licence number and ownership of each vehicle, trailer or piece of equipment) in particular those which are leased or rented, shall be reported to the Director within fourteen (14) days of any such change.
8. Except for the vehicle(s) that is/are owned and operated by or operated exclusively for a municipality or the Crown, every vehicle used for the collection and transportation of waste pursuant to this Environmental Compliance Approval shall be clearly marked with the company name and the number which appears on the face of the Environmental Compliance Approval that authorizes the collection and transportation of waste.
9. The following documents shall be with each vehicle operated pursuant to this Environmental Compliance Approval at all times that the vehicle is being operated or contains any wastes:
 - (a) A copy of this Environmental Compliance Approval; and
 - (b) A certificate of vehicle liability insurance specifying that it provides coverage of a minimum of one million dollars (\$1,000,000.00).
10. All asbestos waste in bulk shall be collected, handled and transported in accordance with the Ministry of the Environment's "Guidelines for the Handling, Transportation and Disposal of Asbestos Waste in Bulk", dated April, 1994 as may be amended.
11.
 - (a) The Company shall notify the Director in writing of any of the following changes within thirty (30) days of the changes occurring:
 - (i) change of Company name, owner or operating authority;
 - (ii) change of Company address or address of new owner or operating authority; and
 - (iii) change of Company truck storage yard address^ocation.
 - (b) In the event of any change in ownership of the waste management system the company shall notify the succeeding (new owner) company of the existence of this Approval, and a copy of such notice shall be forwarded to the Director.
 - (c) The Company shall ensure that all communications made pursuant to this condition will refer to this Approval number.

The reasons for the imposition of these terms and conditions are as follows:

1. The reason for condition 1 is to set out clearly that this waste management system shall be operated in accordance with the conditions set out in this Environmental Compliance Approval and the supporting information submitted with the application for this Environmental Compliance Approval.
2. The reason for condition 2 is to ensure that this waste management system is only used to collect, handle and transport waste which it is able to in a suitable manner as the transportation of waste which this waste management system is not able to collect, handle and transport may create a nuisance or result in a hazard to the health and safety of any person or the natural environment.
3. The reason for condition 3 is to ensure that spill clean-up material is handled in accordance with the requirements and specifications of Part X of the Environmental Protection Act
4. The reason for condition 4 is to ensure that any waste spilled onto the vehicle is promptly contained and cleaned up to minimize the risk of further spillage or the discharge of waste from the vehicle to the environment and to ensure that the proper officials of the Ministry of the Environment are notified and able to give direction to the Company to ensure the complete decontamination of the vehicle and clean up of the spilled material.
5. The reason for condition 5 is to ensure that this waste management system is used to transport waste only to waste disposal sites or facilities that have been approved by the Ministry of the Environment to receive the waste which this waste management system is delivering under this Environmental Compliance Approval, and that by accepting the waste being delivered by the waste management system, the waste disposal site and facilities will not be out of compliance with its Environmental Compliance Approval.
6. The reason for condition 6 is to ensure that waste particulates are not emitted to the environment as any such emission may result in a hazard to the health and safety of any person or the natural environment.
7. The reason for condition 7 is to ensure that all vehicles, trailers and equipment including those leased or rented for operation under this Environmental Compliance Approval have been approved as part of a suitable waste transportation system to collect and transport waste as an unsuitable waste transportation system could result in a hazard to the health and safety of any person or the natural environment
8. The reason for condition 8 is to ensure that the collection, handling and transportation of waste is conducted in a safe and environmentally acceptable manner, as outlined in Regulation 347.

9. The reason for condition 9 is to ensure that all waste carriers have met and are operating in compliance with the standards for waste management systems outlined in Regulation 347.
10. The reason for condition 10 is to ensure that all asbestos waste in bulk is collected, handled and transported in a safe and environmentally acceptable manner which will not result in a hazard to the health and safety of any person or the natural environment
11. The reason for condition 11 is to ensure that the waste management system is operated under the corporate, limited or the applicant's own name which appears on the application and supporting information submitted for this Environmental Compliance Approval and not under any name which the Director has not been asked to consider.

In accordance with Section 139 of the Environmental Protection Act, you may by written Notice served upon me and the Environmental Review Tribunal within 15 days after receipt of this Notice, require a hearing by the Tribunal. Section 142 of the Environmental Protection Act provides that the Notice requiring the hearing shall state:

1. The portions of the environmental compliance approval or each term or condition in the environmental compliance approval in respect of which the hearing is required, and;
2. The grounds on which you intend to rely at the hearing in relation to each portion appealed

The Notice should also include:

3. The name of the appellant;
4. The address of the appellant;
5. The environmental compliance approval number;
6. The date of the environmental compliance approval
7. The name of the Director, and;
8. The municipality or municipalities within which the project is to be engaged in

And the Notice should be signed and dated by the appellant.

This Notice must be served upon:

The Secretary*
Environmental Review Tribunal
655 Bay Street, Suite 1500
Toronto, Ontario
M5G 1E5

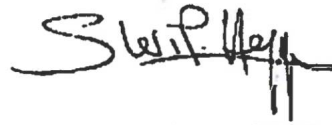
AND

The Director appointed for the purposes of
Part 11.1 of the Environmental Protection Act
Ministry of the Environment
2 St Clair Avenue West, Floor 12A
Toronto, Ontario
M4V 1L5

* Further information on the Environmental Review Tribunal's requirements for an appeal can be obtained directly from the Tribunal at: Tel: (416) 212-6349, Fax: (416) 314-3717 or www.ertgov.on.ca

The above noted activity is approved under s.20.3 of Part II.1 of the Environmental Protection Act.

DATED AT TORONTO this 11th day of April, 2013

A handwritten signature in black ink, appearing to read 'Sherif Hegazy', written over a horizontal line.

Sherif Hegazy, P.Eng.

Director

appointed for the purposes of Part IL 1 of the
Environmental Protection Act

SS/

c: District Manager, MOE North Bay/Sudbury

CONFIRMATION OF INSURANCE

Named Insured : John Harding
4 Lake Temagami Island 210 Group Box 24
Temagami Ontario POH 2H0

Insurer : Aviva Insurance Company

Policy No : BINDER20130129265

Policy Term : January 29 2013 to January 29 2014

Coverages : 2001 Chevrolet Silverado s/n 1GCGK13U31F19063L
Third Party Liability/Bodily Injury S2 000 GOO Limit
Direct Compensation/Property Damage
Basic Accident Benefits
Comprehensive S500 Deductible
Family Protection Endorsement 32 000 000 1 ryj

Issued At : North Bay Ontario

Date : January 30 2013

KNOX INSURANCE BROKERS' * LTD

" This document is evidence that insurance described above has been effected in accordance with which certificates or policies will be duly issued by the insurers"

IMMEDIATE ADVICE MUST BE GIVEN OF ANY DISCREPANCIES INACCURACIES OR NECESSARY CHANGES

CONFIRMATION OF INSURANCE

Named Insured

John Harding
4111 rue Tremblay, Laval, QC H7V 1A1
Téléphone : 514-333-1111

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Issue At

North Bay, Ontario

Date

January 2011

KN[^]X INSURANCE

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IMMEDIATE ADViCh M.-
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