

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 12-1273

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;

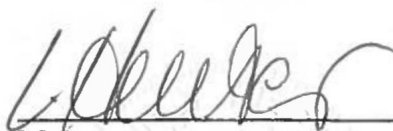

AND WHEREAS the Council of the Corporation of the Municipality of Temagami deems it advisable to accept the Tender submitted by Temagami Trucking and enter into an agreement for snow removal and plowing operations for the Marten River Fire Hall, Marten River Helipad, Marten River Landfill/Recycling Area, Marten River Dump Road 0.7 km, Tonomo Road 2.6 km, Tonomo Road Turnaround and the entrance of Hangstone 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 10th day of December, 2015.

READ A SECOND AND THIRD time and finally passed this 10th day of December, 2015.


Mayor

Clerk

**THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI**

CONTRACT

THIS AGREEMENT made this 7th 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 plowing operations for the Marten River Fire Hall, Marten River Helipad, Marten River Landfill/Recycling Area, Marten River Dump Road 0.7 km, Tonomo Road 2.6 km, Tonomo Road Turnaround and the entrance of Hangstone Road 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 plowing 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 3rd day of Deem her, 2.0! S', for a three year term, ending on the 1st day of lyptStribes', M/S•
3. The Municipality shall pay the Contractor a rate of \$440.00 per round trip for the first year; \$480.00 per round trip for the second and third years;
4. Upon commencement of the contract, the Contractor will meet with the Chief Administrative Officer (or designate) to agree upon performance expectations, as per the attached Guidelines, 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 TEMAGAMING



Witness

17 Dec 2015

Date

Dec 17, 2015

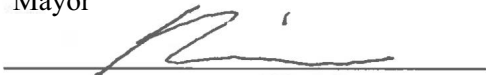
Date

DEC 17 / 2015

Date



Mayor

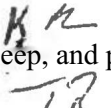


CAO



Contractor

MARTEN RIVER SNOW PLOWING GUIDELINES

1. The Contractor will comply with the Municipal Act, 2001 - 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 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 paths(s).

15. Notify **OCC** once pad has been cleared. **1-800-387-4675**

Guidelines Agreed upon:

(signature)  (date) Dec 17, 2015

(signature)  (date) DEC 17/2015