

# THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 18-1391

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**Being a by-law to authorize the Acting Chief Administrative Officer to execute an amendment to the 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.**

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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;

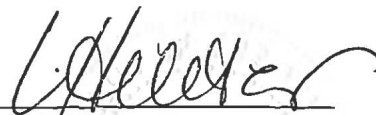
**AND WHEREAS** on the 22<sup>nd</sup> day of February, 2018, the Council of the Municipality of Temagami passed Resolution 18-057 to receive Report 2018-006 and to amend the contract with John Harding for the service of emptying the dump wagons at the Lake Temagami Access Point and the Welcome Centre Transfer station and Attendant for the Welcome Centre Transfer Station to provide for a retroactive increase;

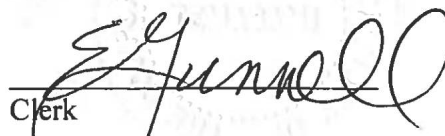
**NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:**

1. That the Acting Chief Administrative Officer is 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 13<sup>th</sup> day of March, 2018.

READ A SECOND AND THIRD time and finally passed this 13<sup>th</sup> day of March, 2018 .

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

**ADDENDUM #2  
TO THE CONTRACT MADE BETWEEN  
THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI  
AND THE CONTRACTOR, JOHN HARDING  
ORIGINALLY DATED THE 14<sup>TH</sup> DAY OF FEBRUARY 2013  
BEING SCHEDULE "A" TO BY-LAW 13-1103**

**CONTRACT**

**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 engaged the Contractor as a Dump Wagon and Transfer Station Attendant for the operation of all Municipal Dump Wagons; and Welcome Centre Transfer Station Attendant for a 3-year term, for the period of February 14, 2013 until February 13, 2016 by means of a contract authorized by By-law 13-1103; and

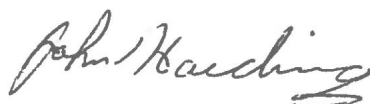
WHEREAS Section 9 of said contract provides for modifications to the terms of this contract; and section 10 provides for renewal or continuation of said contract:

WHEREAS the Municipality and Contractor are both desirous of changing the terms of the contract to extend the term and to add a retroactive price increase:

WHEREAS the Council of the Municipality passed Resolution 18-057 on the 22<sup>th</sup> day of February 2018 to authorize staff to execute an addendum to the contract:

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

1. The Contract term is hereby extended to April 30, 2018;
2. A retroactive increase of 2.9% from February 14, 2016 to February 13, 2017;
3. A retroactive increase of 3.1% from February 14, 2017 to April 30, 2018;
4. That all other terms and conditions in the contract remain unchanged.





4. That all other terms and conditions in the contract remain unchanged.

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

S. Nadreau  
Witness

April 6, 2018  
Date

E. Gunnell  
Acting Chief Administrative Officer

Heather Reid  
Witness

"hw" 5 2018  
Date

THE CONTRACTOR  
John Harding  
John Harding