

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

BY LAW 2009-28

Being a By-law to authorize the execution of a contract agreement for the Bi-weekly Collection and Processing of Blue Boxes for the Corporation of the Municipality of Powassan Recycling Program.

WHEREAS Section 11(1.3) of the Municipal Act, 2001 states a municipality may pass by-laws respecting matters under the waste management sphere; and

WHEREAS the Council of the Corporation of the Municipality of Powassan finds it expedient and desirable to execute a contract agreement for the Bi-weekly Collection of Blue Boxes for the Municipality of Powassan Recycling Program.

NOW THEREFORE the Council of the Corporation of the Municipality of Powassan enact as follows:

1. That the Mayor and Clerk be authorized to execute the agreement as outlined in Appendix "A", attached hereto and forming part of this by-law.
2. That the agreement shall be in effect retroactive to June 1, 2009.

Adopted June 16, 2009.

Mayor

Clerk

APPENDIX "A" TO BY-LAW 2009-28

THIS AGREEMENT made this 1st day of June 2009.

Between :

The Corporation of the Municipality of Powassan

Herein after called the "Municipality"
Of the FIRST part

And:

Jean Luc Labonte O/A 1329483 Ontario Ltd.
Carrying on Business as R&D Recycling

Hereinafter called the "Contractor"
of the SECOND part

WHEREAS The Municipality and the R&D Recycling have come to an agreement to further extend the recycling contract as per section 2 of the agreement signed under By-law 2006-25.

Now therefore this agreement witnesses that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions of the existing agreement the parties hereto agree as follows:

- A) Amendment to Section 2; Contract Period
2.1 The Agreement shall commence June 1, 2009 and shall terminate on May 31, 2012 unless a further extension is agreed upon by February 28, 2012.
- B) Addition to Section 3 Collection
3.10 That the Contractor shall collect and replace bags in public Waste and Recycling Containers stationed at various locations on a weekly basis.
- C) Amendments and Additions to Section 13 Fees and Payments
Add: 13.6 the Municipality shall pay the Contractor for collection and replacing bags in public Waste and Recycling containers a fee of \$10.00 per week per container.

Add: 13.7 the Municipality shall pay the Contractor an increase in the annual fee of the annual CPI to be determined based on the January 1 CPI of the current year. The increase shall be in effect at the anniversary date of this agreement.

Amend 13.1 The Municipality agrees to pay the contractor for the curbside collection through 12 equal installments of five thousand five hundred twelve dollars and fifty cents (\$5,512.50) for a total annual fee of sixty six thousand one hundred fifty dollars.

Amend 13.2 The Municipality agrees to pay the contractor seventy dollars (\$70.00) per ton plus GST for the sorting and processing fee of recyclable materials collected as part of this Agreement up to a maximum of twenty four thousand dollars (\$24,000) plus GST.

Entire Agreement

This Agreement and appendices and existing agreement as passed under By-law 2006-25 shall constitute the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by both parties.

IN WITNESS THEREOF the parties hereto have set their hands and seals this 1st day of June 2009.

Corporation of the Municipality of Powassan

Mayor

CAO-Clerk

Jean Luc Labonte O/A 1329483 Ontario Ltd.

Signed, sealed and witnessed

Witness

Mr. Jean Labonte