

CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2019-59

Being a By-Law to authorize the Mayor and CAO/Clerk to execute a contract with Brian Dedo with respect to the covering, levelling, and compaction of refuse at the Horton Landfill Site.

WHEREAS Section 11(3), Chapter 25 of the Municipal Act, S.O. 2001 authorizes Council to contract with any person for the operation and maintenance of the landfill site upon such terms and conditions as may be considered expedient.

NOW THEREFORE the Council of the Corporation of the Township of Horton enacts as follows:

1. That the Corporation of the Township of Horton and Brian Dedo are desirous to enter into a contract generally in the form annexed hereto as Appendix "A" to provide for the covering, levelling and compaction of the Horton Landfill Site at 2082 Eady Road.
2. The Appendix "A" attached hereto forms part of this By-Law.
3. That the Mayor and CAO/Clerk be and are hereby authorized to execute said agreement attached hereto with Brian Dedo on behalf of the Corporation of the Township of Horton and it be effective January 1st, 2020.
4. That By-Law 2017-62 and 2018-32 are hereby repealed.
5. That this By-Law shall come into force and effect immediately upon the passing thereof.

Read a first and second time this 5th day of November, 2019

Read a third and final time this 5th day of November, 2019

Mayor David M. Bennett

CAO/Clerk Hope Dillabough

APPENDIX "A"
FORM OF AGREEMENT

AGREEMENT MADE THIS 5TH DAY OF NOVEMBER, 2019

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF HORTON
(Hereinafter called the Corporation)

OF THE FIRST PART

AND:

Brian Dedo
(Hereinafter called the Contractor)

OF THE SECOND PART

WITNESSETH

THAT the Corporation and the Contractor in consideration of the fulfillment of their respective promises and obligations herein set forth covenant and agree with each other as follows:

ARTICLE 1:

A) A general description of the work is:

The operation of a bulldozer for the purpose of covering, leveling and compaction work at the landfill site.

B) The Contractor shall provide at his own expense all labour, machinery, and fuel and things necessary for due execution of all the work set out in this contract.

C) The Contractor, Brian Dedo is permitted to use cover material located at the landfill site at no cost. The Contractor shall keep records of the amount used.

ARTICLE 2:

The INFORMATION TO THE CONTRACTOR attached hereto shall form part of this contract and be binding on the Parties.

ARTICLE 3:

The Corporation covenants with the Contractor that the Contractor, having in all respects complied with this contract, will be paid for and in respect of all the works the sum of money equal to the quoted rate as stated in Appendix "B"

ARTICLE 4:

Where any notice, direction or other communication is required to be given or made by one of the parties hereto the other, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party at the following address:

THE CORPORATION:
The Township of Horton
2253 Johnston Rd
Renfrew, ON
K7V 3Z8

THE CONTRACTOR:

Brian Dedo
3010 Stone Road
R.R. #2
Douglas, ON
K0J 1S0

ARTICLE 5:

The contractor declares that in contracting the works and in entering into this contract he/she has investigated for himself the character of the work and all conditions that might affect his contract or his acceptance of the work, or that, not having so investigated, he is willing to assume and does hereby assume all risk of conditions arising or developing or any items thereof more expensive in character, or more onerous to fulfill, that was contemplated or known when the contract was signed. The contractor also declares that he did not and does not rely upon information furnished by any methods whatsoever, by the Corporation or its officers or employees, and being aware that any information from such sources were approximate and speculative only and were not in any manner warranted or guaranteed by the Corporation.

The Contractor further acknowledges the municipality's ownership of any and all structures and materials presently located at the landfill sites.

ARTICLE 6:
SCOPE OF WORK

1. The Horton Landfill Site shall be compacted and covered on designated days as unless otherwise directed by the Public Works Manager and/ or designate.
2. Should weather conditions prevent work to be done as outlined above, then the work shall be done as soon as conditions are satisfactory.
 - a) The Contractor is required to spread and compact the refuse as specified and as may be directed by the Public Works Manager and/ or designate.
 - b) The Contractor may be required to meet on occasion with the Municipal Engineers and the Public Works Manager and/or designate.
 - c) The Contractor is required to report in writing any problems and/or concerns which may arise from time to time to the Public Works Manager and/or designate.
 - d) The Contractor is required to keep such records and complete forms as requested by the Municipality.

ARTICLE 7:**SUPERVISION**

1. The Contractor will be supervised on occasions by the Public Works Manager and/ or designate.
2. The Contractor will be supplied with keys to the Landfill Site but under no condition is he allowed giving them to anyone else and/or using the dump for personal use when the attendant is off duty.

ARTICLE 8:

This contract shall apply to and be binding on the parties hereto and their successors, administrators, and executors. The Contractor, Brian Dedo agrees to do the above scope of work unless revision is made in writing as a result of negotiations between the Contractor and Council.

ARTICLE 9:

DURATION OF CONTRACT:

This contract will be effective for the period of January 1st, 2020 and will terminate on December 31st, 2022

Either party may terminate this agreement upon the giving of sixty (60) days notice in writing to the other party. This contract may also be extended by resolution for an additional period upon the agreement of both parties.

Notwithstanding the above, any legislated changes to the work in this contract, which increases or decreases the cost of performing this work, will result in the contract being opened for renegotiations.

ARTICLE 10:
SPECIAL PROVISIONS

1. The Contractor shall provide the Municipality with a certificate of Liability Insurance for not less than one Million Dollars.
2. The Contractor shall provide the Municipality with a valid Workers Compensation Certificate

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on the above written, or caused their Corporate Seals to be affixed, attested by the signature of their proper officers, as the case may be.

CONTRACTOR – Brian Dedo

MAYOR David M. Bennett – HORTON TOWNSHIP

CAO/CLERK Hope Dillabough –HORTON TOWNSHIP

“Appendix B”

The following rates apply for covering and for additional cleanup/re-work when required.

Covering: Five Hundred & Fifty Dollars (\$550) per covering – once a week *(unless the Ministry of the Environment Compliance Branch changes the weekly cover requirement)*

Additional Cleanup: One Hundred Dollars (\$100) per hour

The Township of Horton shall pay to the Contractor the above amounts monthly. The work will be carried out under the supervision of the Public Works Manager and/ or designate. Payment shall be made within seven (7) days following receipt of the invoice. A statement from the Contractor, Brian Dedo, shall be presented at the municipal office the first week of every month.