THE CORPORATION OF THE MUNICIPALITY 
OF NORTHERN BRUCE PENINSULA 

BY-LAW 1999-32 

BEING A BY-LAW TO AUTHORIZE AN AGREEMENT WITH ROGER MENERAY FOR CONTRACT STREET LIGHTING MAINTENANCE SERVICES. 

WHEREAS the Corporation of the Municipality of Northern Bruce Peninsula wishes to contract the maintenance of municipal street lighting in certain areas of the municipality; 

NOW THEREFORE the Council of the Corporation of the Municipality of Northern Bruce Peninsula enacts as follows: 

1. That we enter into an agreement with Roger Meneray concerning contract street lighting maintenance services. 

2. That the Mayor and Clerk-Administrator be and are hereby authorized to execute said agreement on behalf of the Corporation. 

3. That a copy of said agreement be attached hereto and form a part of this by-law as Schedule “A”. 

4. That this by-law shall come into force and take effect upon the final passing thereof. 

READ A FIRST AND SECOND TIME THIS 14TH DAY OF JUNE, 1999. 

READ A THIRD TIME, FINALLY PASSED, SIGNED AND SEALED THIS 14TH DAY OF JUNE, 1999. 

MAYOR 

CLERK-ADMINISTRATOR
STREETLIGHT MAINTENANCE CONTRACT MADE IN DUPLICATE THIS 4th DAY OF June, 1999.

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF NORTHERN BRUCE PENINSULA (hereinafter called the Municipality)

AND

ROGER MENERAY ELECTRICAL (hereinafter called the Contractor)

WHEREAS Roger Meneray Electrical has agreed to provide street lighting maintenance for street lights within the Municipality (located in the former Village of Lion’s Head and in the former Township of St. Edmounds) for a period of one year from January 1, 1999 to December 31, 1999;

NOW THEREFORE the Municipality and the Contractor agree as follows:

1. THAT

   a) The hourly rate to be paid by the Municipality to the Contractor for services rendered will be $50.00 per hour.

   b) The minimum call out time paid will be at the rate of $50.00 for two hours.

   c) The response time will be within 24 hours from the time the Municipality notifies the Contractor that there is a problem requiring attention.

   d) The mark up on materials supplied by the Contractor will be at the rate of 10%.

2. THAT all work shall be carried out in accordance with Occupational Health and Safety Act and regulations thereunder.

3. THAT the Contractor shall be responsible for the safety of his employees.

4. THAT each crew on a job shall have at least two members. At least one power line Maintenance Journey person shall be on site who is a certified Power Linesperson under the Ministry of Colleges and Universities Apprenticeship and Tradesperson Qualification Act. The second person must have completed powerline maintainers indoctrination course.
5. THAT the bucket truck on site must be electrically certified as a work platform and must display a decal showing current certification.

6. THAT employees are knowledgeable in the handling of PCB ballasts in accordance with applicable Provincial legislation.

7. THAT the Contractor shall be fully liable for loss or damage which may arise from the Contractor’s operation. The Contractor shall at all times during the term of the contract, maintain and pay for commercial policy of insurance against liability for personal injury and property damage with the limits of at least $1,000,000.00 inclusive. 

8. THAT the Contractor shall have a current clearance from the Workplace Safety and Insurance Board. 

9. THAT the Contractor shall supply all materials.

10. THAT it is understood that this contract can be terminated by either party, if so desired, by giving the other party sixty days written notice.

IN WITNESS WHEREOF the parties to this contract have affixed their signatures and seals:

Witness

Contractor

Mayor
Municipality of Northern Bruce Peninsula

Clerk-Administrator
Municipality of Northern Bruce Peninsula