THE CORPORATION OF THE MUNICIPALITY
OF THE NORTHERN BRUCE PENINSULA

BY-LAW 1999-36

BEING A BY-LAW TO AUTHORIZE AN AGREEMENT FOR CONTRACT RECYCLING SERVICES.

WHEREAS the Corporation of the Municipality of Northern Bruce Peninsula wishes to contract recycling services in 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 Peninsula Disposal & Recycling Services Limited concerning contract recycling services.

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

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

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

READ AND FIRST AND SECOND TIME THIS 5TH DAY OF JULY, 1999.

READ A THIRD TIME, FINALLY PASSED, SIGNED AND SEALED THIS 5TH DAY OF JULY, 1999.

____________________________________  ____________________________
MAYOR                                      CLERK-ADMINISTRATOR
SCHEDULE "A" OF BY-LAW 1999-36

THIS AGREEMENT MADE THIS 5th DAY OF JULY 1999.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY
OF NORTHERN BRUCE PENINSULA
(Hereinafter referred to as "the municipality" of
the First Part)

AND

PENINSULA DISPOSAL & RECYCLING SERVICES
LIMITED
(Hereinafter referred to as "the Contractor" of the
Second Part)

WHEREAS the Contractors are the owners of the business known as Peninsula Disposal & Recycling Services Limited;

AND WHEREAS the Municipality wishes to contract recycling services with the Contractor;

NOW THEREFORE the parties to this agreement hereby covenant and agree as follows;

1. That this contract shall be in effect from May 1, 1999 to May 1, 2000.

2. The Contractor shall provide and place recycling bins at the following locations:
   At the former Township of Eastnor Waste Disposal Site, the former Township of Lindsay Waste Disposal Site and the former Village of Lion's Head Works Yard;
   2 - eight (8) yard bins for cardboard
   1 - eight (8) yard bin for tin cans and plastic
   1 - six (6) yard bin for glass
   1 - four (4) yard bin for newspaper
   At the former Township of St. Edmunds Waste Disposal Site;
   5 - eight (8) yard bins for cardboard
   1 - eight (8) yard bin for tin cans and plastic
   1 - six (6) yard bin for newspaper
   At the former Township of Eastnor Municipal Yard;
   4 - six (6) yard bins for cardboard
   3 - six (6) yard bins for tin cans and plastic
   2 - six (6) yard bins for newspaper
   1 - four (4) yard bin for glass

3. That the Contractor will collect recyclables from the bins outlined in Paragraph 2 on a regular basis avoiding as much as possible the bins being filled to capacity.

4. That the Municipality shall pay to the Contractor the amount of $21,050.00 for the services provided under this agreement. Payments will be made on a monthly basis in twelve equal instalments of $1,754.25 upon submission of a monthly invoice.

5. The Contractor shall submit along with each monthly invoice a record of the amount of recyclables collected from each of the five areas outlined in Paragraph 2.
6. The Municipality shall not be entitled to any revenues derived by the Contractor from the sale of recyclables collected from within the municipality.

7. The undersigned parties hereby agree to abide by the above conditions effective May 1, 1999. If either party wishes to withdraw, 60 days notice in writing must be given.

CONTRACTOR: PENINSULA DISPOSAL & RECYCLING SERVICES LIMITED:
DON JUDGES
JOAN JUDGES

DATE
JULY 5, 1999

MAYOR: MILT MCIVER

DATE
JULY 5, 1999

CLERK-ADMINISTRATOR:
CATHY ROBINS

DATE
JULY 5, 1999