THE CORPORATION OF THE MUNICIPALITY
OF THE NORTHERN BRUCE PENINSULA
BY-LAW 1999-44

BEING A BY-LAW TO AUTHORIZE AN AGREEMENT FOR THE REMOVAL OF SOLID WASTE MATERIAL FROM CERTAIN AREAS OF THE MUNICIPALITY.

WHEREAS the Corporation of the Municipality of Northern Bruce Peninsula wishes to contract the removal of solid waste material from the former Township of St. Edmunds and former Township of Lindsay Waste Disposal Sites.

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 432171 Ontario Limited for the removal of solid waste material.

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 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 A FIRST AND SECOND TIME THIS 26TH DAY OF JULY 1999.

READ A THIRD TIME, FINALLY PASSED, SIGNED AND SEALED THIS 26TH DAY OF JULY, 1999.

MAYOR

CLERK-ADMINISTRATOR—
DEPUTY CLERK
THIS AGREEMENT MADE THIS DAY OF JUNE 1999.

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

AND 432171 ONTARIO LIMITED MILDWY, ONTARIO (Hereinafter referred to as "the Contractor" of the Second Part)

WHEREAS the Contractor is the owner of the business known as 432171 ONTARIO LIMITED

AND WHEREAS the Contractor has agreed to provide for the removal of all solid metal waste at the former Township of St. Edmunds Waste Disposal Site and former Township of Lindsay Waste Disposal Site as follows:

(A) The Contractor agrees to remove all solid metal waste materials to keep separated from the other waste materials as per this agreement.

(B) The Contractor will have $2,000,000.00 Liability Insurance Coverage.

(C) The Contractor will have Workmen’s Compensation coverage on all their employees.

(D) Landfill Operators agree to keep the solid metal waste separated from the other waste.

(E) Landfill Operators will not allow anyone else to remove any solid metal waste from this Landfill Site for the term of this agreement.

(F) Landfill Operators will have a minimum of 50 Tons or more of solid metal waste before the Contractor will be obliged to remove the said solid metal waste.

(G) This agreement will be enforce from: Date 07 Month 07 1999 to Date 07 Month 07 2000.

(H) This agreement ensures to the benefit of and is binding upon the parties and their respective successors and assigns.

(I) Any wheels with the tires on they will remove the rims off the tires, providing that they get the scrap rims.

(J) The passenger car tires up to 16.5 in size they will haul away for the fee of $1.60 each.

(K) The truck tires from 17 inch and larger they will haul away for the fee of $8.00 each. No tires larger than 24.5.

(L) The Contractor will pay $25.00 per ton for scrap iron. They will clean out the landfill twice a year, Spring and Fall.

CONTRACTOR: 432171 ONTARIO LIMITED DATE
MR. ROBERT FORTNEY

MAYOR: MILT MCIVER DATE

CLERK-ADMINISTRATOR: DATE
CATHY ROBINS

DEPUTY CLERK TERESA SHEARER