THE CORPORATION OF THE MUNICIPALITY
OF NORTHERN BRUCE PENINSULA

BY-LAW NO. 1999-75

BEING A BY-LAW TO AUTHORIZE AN AGREEMENT FOR CONTRACT
GARBAGE COLLECTION AND DISPOSAL, MAINTENANCE AND
REGULATION SERVICES.

WHEREAS the Corporation of the Municipality of Northern Bruce Peninsula wishes to
contract garbage collection and disposal, maintenance and regulation services in some
areas of the municipality;

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

1. That we enter into an agreement with Roy and Anne Liverance concerning
contract garbage 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” and Schedule “B” and Schedule “C” respectively.

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


READ A THIRD AND FINAL TIME, PASSED, SIGNED AND SEALED THIS

[Signatures]

MAYOR

CLERK-ADMINISTRATOR
SCHEDULE “A” OF BY-LAW 1999-75

THIS AGREEMENT MADE THIS 13TH DAY OF DECEMBER, 1999.

BETWEEN:

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

AND

Roy and Anne Liverance
(Herein referred to as "the Contractors" of the Second Part)

WHEREAS the Contractors are the owners of a garbage collection and disposal business located at Lot 7 Con 2 WBR, in the former Township of Eastnor;

AND WHEREAS the Contractors have agreed to provide for the collection and removal of garbage in the former municipality of the Township of Eastnor and the former Village of Lion’s Head for the period of January 1, 2000 to September 15, 2000.

AND WHEREAS Section 210 paragraphs 89, 91 and 92 of the Municipal Act, R.S.O. 1990 c M.45 authorizes local municipalities to pass by-laws for the collection, removal and disposal of garbage along with establishing a rate for the recovery of costs:

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

1. The Municipality shall enter into a contract with the Contractors for the collection and removal of garbage and other household refuse from all residential properties (Seasonal and Permanent), tourist camps, retail outlets, unimproved building lots and all other forms of commercial businesses found within the former Township of Eastnor and the former Village of Lion’s Head and depositing same in the former Township of Eastnor Waste Disposal site on Lot 17 and Lot 18, Concession 2 WBR.

2. For garbage collection in the former Township of Eastnor, the Municipality will pay the Contractor $1,779.17 plus tax per month after the 20th of each month for the services rendered from January 1, 2000 to April 30, 2000. The Municipality will pay $3,558.34 plus tax per month after the 20th of each month for the services rendered from May 1, 1999 to September 15, 2000.
For garbage collection in the former Village of Lion’s Head, the Municipality will pay the Contractor $600.00 plus tax per month after the 20th of each month for the services rendered from January 1, 2000 to April 30, 2000. The Municipality will pay $1,200.00 plus tax per month after the 20th of each month for the services rendered from May 1, 1999 to September 15, 1999.

3. The cost of collection will be charged to each property owner and shall be included in the municipal tax rate and collected with current taxes.

4. Materials other than household refuse, i.e. old wire, brush, old cars, building material, large appliances such as stoves and refrigerators shall not be part of the contract. The owner must arrange the removal of these objects themselves.

5. All materials and items deposited at the waste disposal site shall be in the designated area as advised by the attendant on duty.
6. All garbage shall be placed in bags of sufficient strength to stand handling while being placed in the collector's vehicle, and must be placed on the lot at the closest point to the collector's regular route.

7. Collection shall be once a week for the former Township of Eastnor and the former Village of Lion's Head, as scheduled by the Contractors, from both public and private roads. Winter collection shall be from roads that are snowploughed.

8. On private roads that will not accommodate the collector's vehicle, the Ratepayers must take their garbage out to the nearest Municipal Road. This applies to both winter and summer collection.

9. In the event the Contractors change their scheduled route, they must inform the households and businesses of the day and the approximate time they will be making their collection.

10. The Contractors must have proof of Public Liability Insurance and Property Damage Insurance.

CONTRACTOR: Roy Liverance

DECEMBER 13, 1999

DATE

MAYOR: MILT MCIVER

DECEMBER 13, 1999

DATE

CLERK ADMINISTRATOR: CATHY ROBINS

DECEMBER 13, 1999

DATE
SCHEDULE "B" OF BY-LAW 1999-75

THIS AGREEMENT MADE THIS 13TH DAY OF DECEMBER, 1999.

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

AND
Roy and Anne Liverance
(Hereinafter referred to as "the Contractor" of the Second Part)

WHEREAS the Contractors are the owners of a garbage collection and disposal business located at Lot 7 Con 2 WBR in the former Township of Eastnor;

AND WHEREAS the Contractors have agreed to regulate the disposal of waste at the former Township of Eastnor Waste Disposal Site for the period of January 1, 2000 to September 15, 2000.

AND WHEREAS Section 210, paragraph 129 of the Municipal Act, R.S.O., 1990 c M.45, authorizes local municipalities to pass by-laws to prohibit, regulate and inspect the use of any land or structure within the municipality for dumping or disposing of garbage, refuse, or domestic or industrial waste of any kind;

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

Waste Site Attendant Contract

This contract between Roy and Anne Liverance and the Corporation of the Municipality of Northern Bruce Peninsula is for the period of January 1, 2000 to September 15, 2000. The rate of pay is $9.00 per hour plus tax. The hours to be worked are in accordance with By-Law 1999-34. The Municipality will pay the Contractors on the following dates: April 20 and September 15.

Duties of the Site Attendant:

1. Must be on duty during the hours as set out in By-Law 1999-34

2. Must accurately record the number and types of loads of waste material being brought into the landfill.

3. Must accurately record the source location of waste material and issue a receipt for any monies collected from the disposing of waste material. Must collect and record the appropriate tipping fees in accordance with By-Law 1999-34

4. Must monitor the recycling area to assure it maintains an organized and tidy appearance.
5. Must report to Council on a monthly basis.

6. Must assure that all rules contained within this by-law are maintained.

7. Must submit all monies collected to the Municipality on a weekly basis.

DECEMBER 13, 1999

SITE ATTENDANT:
Roy Liverance
Anne Liverance

DATE

DECEMBER 13, 1999

MAYOR: MILT MCIVER

DATE

DECEMBER 13, 1999

CLERK ADMINISTRATOR: CATHY ROBINS

DATE
SCHEDULE "C" OF BY-LAW 1999-75

THIS AGREEMENT MADE THIS 13TH DAY OF DECEMBER, 1999.

BETWEEN: 

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

AND 

Roy and Anne Liverance
(Hereinafter referred to as "the contractor" of the Second Part)

WHEREAS the Contractors are the owners of a garbage collection and disposal business located at Lot 7 Con 2 WBR in the former Township of Eastnor;

AND WHEREAS the Contractors have agreed to maintain the former Township of Eastnor Waste Disposal Site;

AND WHEREAS Section 210, paragraph 129 of the Municipal Act, R.S.O., 1990 c M.45, authorizes local municipalities to pass by-laws to prohibit, regulate and inspect the use of any land or structure within the municipality for dumping or disposing of garbage, refuse, or domestic or industrial waste of any kind;

AND WHEREAS Section 210, paragraphs 91 and 92 of the Municipal Act, R.S.O. 1990 c 302, authorizes local municipalities to pass by-laws for establishing a rate for the recovery of costs.

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

1. The Municipality shall enter into a contract with Roy and Anne Liverance effective for the period of January 1, 2000 to September 15, 2000 for the maintenance and supervision of the former Township of Eastnor waste disposal site on Lot 17 and all of Lot 18, Concession 2 WBR.

2. The Municipality will pay $1,195.83 per month after the 20th of each month for the maintenance of the waste disposal site. In the event that the MOE impose a daily coverage of said waste, the charge would be assessed at a rate of $50.00 per day.

3. The cost of maintaining the waste disposal site will be charged to each property owner and shall be included in the municipal tax rate and collected with current taxes.
4. Maintenance of the waste disposal site includes the following:

(a) Keep Clean.
(b) Burnable material to be burned.
(c) Bury garbage at least once a week between January 1 and June 15. Three times a week between June 16 and September 15.
(d) Supply pit run gravel, refacing when necessary, minimum twice yearly, Spring and Fall.
(e) Supply personnel to manage the waste site year round.
(f) Ensure rats are kept to a minimum.
(g) Municipality to maintain the road to the waste site.
(h) Municipality to supply sand for facing and burying.
(i) Municipality to be responsible for the monitoring and control of leachate.
(j) That the Contractors supply Council with an approximate figure as to the amount of waste, in tons, and the amount of sand, in tons, the disposal site is taking in and using for the following time periods: January 1 to June 15. June 16 to September 15.

5. The following regulations apply to the use of the waste disposal site:

(a) directions of the attendant on duty at the site must be obeyed;
(b) unloading is permitted only in designated areas as instructed by the attendant;
(c) only designated entrance and exit routes shall be used;
(d) all speed limits and signs posted on the site must be obeyed;
(e) scavenging is not permitted;
(f) wastes originating from outside the Municipality of Northern Bruce Peninsula shall be refused;
(g) dead livestock or animals, animal waste or explosives shall not be accepted.

6. Every person who contravenes any provision of this by-law is guilty of an offence and on conviction is liable to a fine of not more than $2,000.00 for any such occurrence.

7. Every person so convicted may be denied access to the waste disposal site until such time that it is determined that such contravention is not likely to occur again.

CONTRACTOR: Roy Liverance

DATE

MAYOR: MILT MCIVER

DATE

CLERK ADMINISTRATOR: CATHY ROBINS

DATE

DECEMBER 13, 1999

DECEMBER 13, 1999

DECEMBER 13, 1999