



CORPORATION OF THE TOWNSHIP OF AUGUSTA

BY-LAW NUMBER 2934

BEING A BY-LAW TO APPOINT A BEAVER CONTROL FOR THE TOWNSHIP OF AUGUSTA

WHEREAS the Municipal Act, 2001 c. 25 S.O. 2001 section 11 (1) (6) allows for a municipality to pass By-Laws pertaining to Drainage and flood control under the spheres of jurisdiction;

AND WHEREAS the Municipal Act, 2001 c. 25 S.O. 2001 section 8 allows for the Powers of a Natural Person and those powers may include the entering into an agreement for service;

NOW THEREFORE the Council of the Corporation authorizes the CAO to enter into an agreement with Nuisance Wildlife Control to provide Beaver Control services for the Township of Augusta.

NOW THEREFORE the Council of the Township of Augusta hereby enacts as follows that:

1. Nuisance Wildlife Control is hereby appointed as a Beaver Control for the Township of Augusta with the duties as described in Schedule "A" attached hereto.

READ a first and second time this 14th day of May, 2012.

READ a third time and passed this 14th day of May, 2012.

REEVE

CLERK

SCHEDULE "A"

AGREEMENT

THIS AGREEMENT made in triplicate this the day of _____, 2012

BETWEEN:

In the

County of Leeds and Grenville

Province of Ontario

Nuisance Wildlife Control Inc.

Hereinafter called the "Contractor"

THE PARTY OF THE FIRST PART

-AND-

The Corporation of the Township of Augusta

Hereinafter called the "Owner"

THE PARTY OF THE SECOND PART

WITNESSETH, that the party of the first part, for and in consideration of the payment or payments specified in the Tender for this work, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labor and other means of construction and, to the satisfaction of the Engineer, to do all the work as described hereafter, furnish all the materials except as herein otherwise specified, and to complete such works in strict accordance with the plans, specifications and Tender herein, which are identified and acknowledged in the Schedule of Provisions, Plans, Specifications and Conditions attached to the Tender and all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations hereof have been embodied herein.

DESCRIPTION OF THE WORK:

To provide beaver control on a contract basis including the inspection for beavers on Municipal Drains and other locations within the Township, trapping of beavers, the removal dams and lodges, unplugging of culverts and cleanup all as directed by the Owner.

The Contractor further agrees that he/she will deliver the whole of the works completed in accordance with this Agreement within the time stipulated and in accordance with the proposal submitted by the Contractor entitled "RFP – Beaver Control" dated March 15, 2012 and attached here to.

The Contractor agrees that any monies due to the Owner as a result of no completion of the works within the time stipulated may be deducted from any monies due the Contractor on any account whatsoever.

IN CONSIDERATION WHEREOF, said party of the second part agrees to pay to the Contractor for all work done, the unit prices on the Tender.

This agreement shall ensure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS THEREOF, the Contractor and the Owner have hereunto signed their names and set their seals on the day first above written, or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

CONTRACTOR
Nuisance Wildlife Control Inc.

Witness

Mayor
THE TOWNSHIP OF AUGUSTA

Witness

Clerk
THE TOWNSHIP OF AUGUSTA

Witness

By undertaking the above-noted project I/we, _____,
(Name of Contractor)

the undersigned hereby acknowledge and agree to meet or exceed health and safety requirements included in all Legislative Acts and Regulations (including, but not limited to, The Occupational Health and Safety Act, The Pesticides Act, The Explosives Act of Canada, The Workers' Compensation Act and Workplace Hazardous Materials Information System), as amended, and that failure to abide by these acts and regulations may result in the Township's issuance of a stop work order, and, in the case of a repetitive infraction, the dismissal and cancellation of the contract or purchase order.

Furthermore, I accept that I or any worker in my employment found to be in violation of the Occupational Health and Safety Act in respect of failure to wear protective clothing such as protective headwear, protective footwear, or approved safety vest may be dismissed without prior notification. In such an event, I concur that the Township shall not be liable for any costs incurred by me as a direct result of such dismissal.

Dated this _____ day of _____, 2012.

(Signature of Contractor)

(Witness)

(Authorized Township of Augusta)