



**THE CORPORATION OF THE TOWNSHIP OF AUGUSTA  
By-law No. 3474-2020**

**BEING A BY-LAW TO AMEND BY-LAW 3364-2018**

**WHEREAS** By-law 3364-2018 for Waste Management Services will expire June 1, 2020;

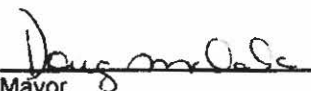
**AND WHEREAS** it is deemed expedient to extend the contract with Fast Eddie's Auto Recycling for Waste and Recycling Services;

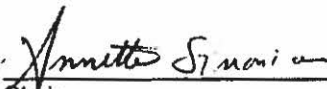
**NOW THEREFORE** the Council of the Corporation of the Township of Augusta enacts as follows:

1. That the contract with Fast Eddie's Auto Recycling for Waste and Recycling Services be extended from June 1, 2020 to May 31, 2021.
2. All other applicable provisions of By-law 3364-2018 shall continue to apply.
3. This By-law shall come into force and take effect June 1, 2020.

**Read a first and second time this 4 day of May, 2020.**

**Read a third time and adopted this 4 day of May, 2020.**

  
Mayor

  
Clerk



**Waste Disposal Contract between the Township of Augusta and Fast Eddie's Auto Recycling**

**Introduction**

This contract is an agreement between Fast Eddie's Auto Recycling (The Contractor) and the Township of Augusta (The Township) for managing the disposal of waste generated in the Township of Augusta. The responsibility of the contractor will be to operate the sites, dispose of the waste and the recyclables.

**Description of Services**

The service required is to operate the recycling and waste transfer stations at the Maynard and North Augusta sites. The contractor will be responsible to manage the sites within the perimeter imposed by the *Environmental Certificate of Approval* of North Augusta Transfer Station, *Certificate of Approval* of Maynard Transfer Station and *By-Law 3363-2018*. The following appendices are attached and for part of this agreement:

*Appendix A- Responsibility of the contractor and the Township of Augusta unless otherwise specified these responsibilities are for both waste transfer stations*

*Appendix B- Township of Augusta Agreement to Lease Equipment to Fast Eddie's Auto Recycling*

*Appendix C- Fast Eddie Auto Recycling Agreement to Lease Equipment to the Township of Augusta*

**Duration of Contract**

The duration of this contract will be one (1) year. The starting date will be June 1, 2020. This contract can be terminated by either party upon 120 days written notice to the other party.

**Contract Price**

The Township agrees to pay the Contractor a monthly fee of sixteen thousand dollars (\$16,000.00) for the operation of this contract. Contractor also retains revenue collected from the sale of recycling material and *By-Law 3363-2018 Schedule B Fees for the use and disposal of waste at the Township of Augusta Waste Transfer Stations*.

**Holidays**

The sites will be closed on, New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day.

### **Amnesty Days**

Each year the contractor will host two amnesty days; one in the spring (Fourth Saturday in May) and one in the fall (Fourth Saturday in September). The Township will be responsible for advertising amnesty days.

### **Pitch In Day**

Pitch In is an annual community clean-up day that is held every spring (Fourth Saturday in April) when residents clean up litter in their neighborhood. The contractor will supply a suitable bin for this day. The Township will determine the location of the bin and will notify the contractor at least three weeks in advance. The Township will be responsible for advertising Pitch In Day

### **Excusable Delay**

Neither party will be held liable for delays, or failure to perform here under, due in whole or in part to:

- Strike, riot, fire, flood, storm, sabotage, act of god, or any government authority
- Inability due to a causes beyond its reasonable control to obtain necessary or proper labour, material, services, or facilities, provided that the prompt notice of such delay or failure given to the other party, and all reasonable efforts are made to remedy the cause of such delay or failure to perform.

### **Contractors Indemnity**

The contractor will indemnify and hold the Township of Augusta harmless for any and all claims and expenses for damages to property, or for bodily injury both arising out of the performance of the obligation under this agreement where such damages or injury is attributable to the negligence of or a breach of this agreement by the Contractor

### **Contractor Warrantees**

The Contractor warrants that they will:

- Perform the services in good and proper fashion
- Obtain and maintain all required licenses, permits, and approvals to perform the service
- Perform the service in full compliance with all related laws, By-Laws and regulations

### **Insurance**

The contractor will provide the Township with:

- Proof of General Liability Insurance (bodily injury and property damage) in the amount of five million dollars (\$5,000,000.00)
- Proof of Motor Vehicle Insurance with liability coverage in the amount of five million dollars (\$5,000,000.00)
- Current WSIB Clearance certificates

### **Supervisor/Attendant**

Reference to *By-Law Number 3363-2018* and throughout the By-Law, referring to "supervisor/attendant" shall mean the contractor.

### **Governing Law**

The provision of this agreement will be governed by and in accordance with the Laws of the Government of Canada and the Province of Ontario.

### **Entire Agreement**

This agreement, including *Appendices A, B and C*, constitutes the entire agreement between the parties hereto and cancels and supersedes all prior undertakings and agreements with respect to the subject matter hereto. There are not and will not be any verbal representations, warranties, undertakings or agreements between the parties hereto and this agreement may not be amended or modified in any respect except by written instrument signed by the parties hereto.

### **Successors and Assigns**

This agreement and the rights and obligations herein contained will ensure to the benefit of and are binding upon the parties hereto and their respective successors and assigns, but will not be assignable by either of the parties without the written consent of the other party.

### **Severability**

The invalidity in whole or part, of any section or paragraph of this agreement will not affect the validity of the remainder of such section or paragraph or of the balance of this agreement

Schedule A by-law 3474-2020

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

**Fast Eddie's Auto Recycling**

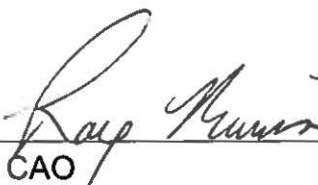
Per \_\_\_\_\_  
Owner

Dated May 26 2020

**The Corporation of the Township of Augusta**

Per \_\_\_\_\_  
Clerk

Dated May 25, 2020

Per \_\_\_\_\_  
CAO

Dated May 25, 2020