

THE MUNICIPALITY OF SOUTHWEST MIDDLESEX

BY-LAW NO. 3/2004

**Being a by-law to authorize the Mayor
and the Administrator/Clerk to enter into
an agreement with Mike Sholdice**

WHEREAS the Municipal Act, 2001, Chapter 25, Section 11, allows that by-laws may be passed by the councils of local municipalities within the specific spheres of jurisdiction;

AND WHEREAS the Council of the Municipality of Southwest Middlesex has accepted the quotation submitted by Mike Sholdice, Ward 1/Trillium Drive Landfill Site Contractor;

AND WHEREAS the Municipality of Southwest Middlesex and Mike Sholdice have agreed to the terms and conditions as set out in the attached Schedule "A" to this by-law being the "2003 – 2006 Contract";

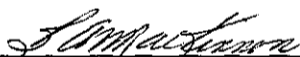
NOW THEREFORE BE IT ENACTED AS FOLLOWS:

1. That the Mayor and the Administrator/Clerk are hereby authorized to sign and affix the Seal of the Corporation to the Agreement affixed hereto.

Read a first and second time this 21st day of January 2004.

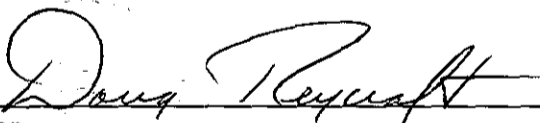


Mayor




Administrator/Clerk

Read a third time and finally passed this 21st day of January 2004.



Mayor



Administrator/Clerk

"A"

MUNICIPALITY OF SOUTHWEST MIDDLESEX

2003-2006 CONTRACT

FOR

Ward 1 / Trillium Drive Landfill Site Supervision, Operation and Maintenance

LOCATION:

3945 Trillium Drive in the Municipality of Southwest Middlesex.

SCOPE OF WORK:

1. This agreement shall become effective January 1, 2004 and shall be for a term of three years, expiring on December 31, 2006.
2. The Trillium Drive Landfill Site will be open to the Public from November 1 to March 31- eight hours per week being:

Saturday- 9:00 am to 5:00 pm

And from April 1 to October 31- thirteen hours per week being:

Tuesday from 12:00 pm to 5:00 pm

Saturday from 9:00 am to 5:00 pm

The number of hours of operation may be subject to change, at which time the contract price will be pro-rated.

During these specified hours of operation the Contractor (or representative) will be present to carry out his or her duties as specified in the job description. Also there will be time needed to do the necessary book work.

3. That, if any of the above dates fall on a statutory holiday, the Landfill Site shall be closed, the Contractor shall not be required to work. Statutory holidays are New Years Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day.
4. That persons wishing to use the Landfill Site on days other than those when the site is normally open to the public be required to:
 - a.) Notify the site supervisor at least 24 hours in advance.
 - b.) Post a \$1500 performance bond in the form of a certified cheque made payable to the Municipality of Southwest Middlesex. The cheque shall be presented to the Municipality of Southwest Middlesex and, if all requirements are satisfied, returned after the use of the Landfill Site is completed. If additional maintenance costs (I.E. moving and covering of garbage.) result from this use, the hourly cost of the maintenance shall be deducted from the bond before it is returned, or be paid directly to the Contractor.
 - c.) Pay the Contractor the labour costs for the Supervision of the Landfill Site.
 - d.) These regulations do not apply to those who hold contracts for waste disposal with the Municipality.

5. The Contractor shall provide all necessary equipment and labour to carry out his or her duties as outlined. These duties shall be carried out in an environmentally safe manner and to the satisfaction of the Public Works Manager or his/her designate.
6. The Contractor shall move, compact and cover all household garbage and refuse within 24 hours of the Landfill Site being closed to the Public, weather permitting.
7. The Municipality will supply suitable cover material in close proximity to the designated Garbage and Refuse area to be used by the contractor.
8. The Contractor shall move and maintain all separated materials, I.E. brush, metal, tires, compost, concrete etc. These separated materials shall be kept in an orderly fashion within their designated areas to the satisfaction of the Public Works Manager or his/her designate.
9. The Contractor shall be available for extra work at the site, above the normal duties of this contract as instructed by the Public Works Manager or his/her designate. The price of this extra work will be at the contract price per hour as specified by the contractor on the tender form provided.
10. The Contractor shall provide alternative equipment within 24 hours, in case of mechanical failure or breakdown to ensure that the moving and covering operation continues on scheduled days. Further, that the Contractor must notify the Public Works Manager or his/her designate 24 hours prior to the replacement of equipment for the approval of the type of equipment being substituted.
11. The Contractor shall provide alternative labour within 24 hours, in case of their physical inability to carry out his or her specified duties to ensure that all contract obligations are fulfilled. Further, that the Contractor must notify the Public Works Manager or his/her designate at least 24 hours prior to the replacement performing their duties.
12. The Contractor shall save harmless The Municipality of Southwest Middlesex from all loss, damage, cost, charges or expenses of any kind which they may incur in carrying out the terms of this Contract, through their neglect or omission.
13. The Contractor agrees to take proper precautions to prevent accidents to any persons or property in carrying out the terms of this contract.
14. The Contractor shall provide the Municipality with a Certificate of W.S.I.B. as well as Liability Insurance with a minimum of \$1,000,000.00 coverage.
15. Should the Municipality of Southwest Middlesex incur, pay or be assessed for any loss, damages, costs, charges or expenses, due the Contractors error or omission, the Contractor shall upon demand, repay the same to the Municipality of Southwest Middlesex.
16. In the event that the Contractor does not properly and faithfully carry out their duties under this Contract to the satisfaction of the Public Works Manager or his/her designate, Municipality of Southwest Middlesex Council, The Municipality of Southwest Middlesex may cancel the Contract with thirty days written notice to the Contractor.
17. If, for reasons other than non-performance of the work, it is deemed necessary to cancel the contract, such cancellation shall only be made upon thirty days written notice by either party.

EQUIPMENT AND SUB-CONTRACTORS:

The Contractor will be required to supply all necessary machinery to fulfill the duties of this contract. The machinery required to move, compact and cover the garbage and refuse will have a minimum gross weight of 15 tons.

Although not required, a sheep's foot compactor with a split drum and dozer blade would be an excellent choice of machinery for this type of work.

LIST TYPE AND MODEL OF ALL MACHINERY TO BE USED FOR THE CONTRACT, ALSO INCLUDE GROSS WEIGHT OF ALL MACHINERY

LIST ANY SUB-CONTRACTORS

CONTRACT PRICE RATES:

This contract shall have a rate increase of 2.5% annually. All rate increases will take effect January 01 of each year of the contract. The rates for the life of the contract are as follows:

2004 = \$2,522.53 per month or \$30,270.30 annually

2005 = \$2,585.59 per month or \$31,027.08 annually

2006 = \$2,650.23 per month or \$31,802.76 annually

Prices for Extra Work Performed during the life of the Contract

Price for extra work per hour for machinery and labour
(Maintenance work) (total including G.S.T.) ----- \$ 55.00

Price for extra work per hour for Supervision labour
(total including G.S.T.) ----- \$14.00

GOODS AND SERVICES TAX:

Goods and Services Tax will be included in all Contract Prices.

Form of Contract

To: The Mayor and Council, Municipality of Southwest Middlesex, hereinafter called "Municipality".

Contract for: Ward 1, Trillium Drive Landfill Site Supervision, Operation and Maintenance Contract

By: MIKE SHOLDICE
Name of firm or individual

Address: 21995 HAGGERTY RD. WARDSVILLE

Name of Person Signing for Firm: Mike Sholdice

Position of Person Signing for Firm: President

Telephone: 693-0007 Facsimile: _____

I / WE, the Contractor, having carefully examined the site of the proposed work, and having read, understood, and accepted the Scope of Work and Job Description listed herein, each and all of which form part of this contract, hereby offer to furnish all machinery (as listed) and labour to complete the work in strict accordance with the Specifications and Conditions listed herein.

Signed at the Municipality of Southwest Middlesex office in the County of Middlesex, this the 30th day of December, 2003.

Mike Sholdice
Mr. Mike Sholdice, Contractor

Doug Reycraft
Doug Reycraft, Mayor of the Municipality of Southwest Middlesex

Betty Ann MacKinnon
Betty Ann MacKinnon, Administrator \ Clerk for the Municipality of Southwest Middlesex

COPY

**The Municipality of Southwest Middlesex
Job Description**

WARD-1 \ TRILLIUM DRIVE LANDFILL SITE SUPERVISOR \ OPERATOR
(The Former Ekfrid Township Landfill Site)

Purpose of the Position:

To manage and maintain the Trillium Drive Landfill Site on a regular basis under the direction of the Public Works Manager or his\her designate as directed by the Council.

Responsibilities:

To make decisions regarding the day-to-day operation of the site, such as, but not limited to:

- Covering of garbage to adhere to the Certificate of Approval***
- Determining the location of the separated materials,***
- Maintaining the gate in good repair,***
- General site maintenance.***
- Notifying the Public Works Manager or his\her designate of the need of gravel, and grading.***
- Notifying the Public Works Manager or his\her designate of any operational problems as they may occur.***

- To refuse dumping of all hazardous wastes and other items not permitted in the Landfill site.

- To verify the origin of all garbage and refuse entering the site and to deny access to those bringing in refuse from outside the Municipality of Southwest Middlesex.

- To determine if a dumping permit is required for debris being brought in.

- To determine if a tipping fee is required, calculate the fee and prepare a receipt for payment of the fee.

- To retain and return to the Municipal Office all tipping fees and receipts in a timely manner.

- To direct users to the designated dumping locations on the site, depending on the type of refuse. I.e. tires, brush, metals, concrete, compost, paper, glass, plastics and garbage. All household garbage will be deposited in an open or dug cell on the site.

Material Resources:

- Responsible for submission of dumping permit forms, and tipping fees ,
- Responsible for securing access to the site at closing time,

Skill & Effort (Knowledge):

- Ability to calculate tipping fees from rate schedule,
- Ability to record tipping fees and produce receipts,
- Ability to determine daily operational needs of the site,
- Ability to determine appropriate places for the dumping of assorted garbage.
- Ability to operate the necessary equipment for the covering and compaction of the garbage.

Skill & Effort (Physical):

Maneuverability, to be able to tend to all locations on the site.

Decision Making & Judgment:

Decisions regarding the daily operational needs of the site are made independently or after consultation with the Public Works Manager or his\her designate as directed by Council.

Judgment is exercised in:

- Determining accessibility to the site.
- Determining when gravel, grading, garbage cover, etc., is required.
- Determining when the completion of a dumping permit is required.
- Determining when the collection of a tipping fee is required.

Interpersonal Skills\Contacts: (Internal)

- With the Public Works Manager or his\her designate and Council to discuss plans, priorities and recommendations for operational change and to receive direction and guidance when needed.
- With the Treasurer, to ensure all tipping fees are received and recorded properly.

Interpersonal Skills\Contacts: (External)

- With the public to provide information, assist in the appropriate disposal of garbage and collect tipping fees and dump permits.

Working Conditions: (Environment)

- Exposed to inclement weather conditions (e.g. rain, fog, dust, snow, excessive heat, freezing rain).
- Exposed to hazardous substances as identified by W.H.M.I.S.
- Exposed to potentially hostile and irate public.

I have read, understand, and agree with the Job Description for the Ward 1\Trillium Drive Land Fill Site Supervison, Operation and Maintenance Contract.

Dated at the Municipality of Southwest Middlesex this 30th day of December 2003.

Contractor

Administrator\Clerk for the Municipality of Southwest Middlesex.

- To collect all paper and other debris that has blown away from the appropriate dumping location.
- To move, compact and cover all household garbage and refuse within 24 hours of the Landfill Site being closed to the Public, weather permitting.
- To move and maintain all separated materials in an orderly fashion to the satisfaction of the Public Works Manager or his\her designate.
- To pump water from any dug cells when needed for the safe operation of the Landfill Site. A suitable pump will be supplied by the Municipality.
- To keep the driveway and approaches to the dumping locations as clear of glass, nails and other potentially harmful objects as possible.
- To take the proper precautions to prevent accidents to any persons or property while at the site.
- To invoice the Municipality monthly for services provided as the Contractor at the tendered monthly rate.
- To provide the municipality with the current Business Registration No.

Human Resources:

- Works independently under the direction of the Public Works Manager or his\her designate.

Financial Resources:

- Calculates and collects tipping fees.
- It shall be the responsibility of the Contractor to provide an alternative operator if he or she is unable to perform his or her duties for any reason.
- It shall be the responsibility of the Contractor to provide the Municipality with a Certificate of W.S.I.B. as well as Liability Insurance.

FEB 09 2004

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The Contractor will be required to supply all necessary machinery to fulfill the duties of this contract. The machinery required to move, compact and cover the garbage and refuse will have a minimum gross weight of 15 tons.

Although not required, a sheep's foot compactor with a split drum and dozer blade would be an excellent choice of machinery for this type of work.

* LIST TYPE AND MODEL OF ALL MACHINERY TO BE USED FOR THE CONTRACT, ALSO INCLUDE GROSS WEIGHT OF ALL MACHINERY

T.O. 8-E (INTERNATIONAL) 6-WAY DRESSER (8.5 TONS)

H.D. 11 G (ALLIS CHALMERS) LONG TRACK SHOVEL (15 TONS)

TRI-AXLE KING FLOAT - ALL TANDEM

* LIST ANY SUB-CONTRACTORS:

DUNCAN MACFIE - AARON, ONTARIO

* SITE SUPERVISION ONLY

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