

**THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH CARDINAL**

BY-LAW NO. 2021-06

**“A BY-LAW TO AUTHORIZE THE EXECUTION OF A SERVICE AGREEMENT
WITH J&D ENTERPRISES o/a THE EASTERN ONTARIO BONEYARD
FOR THE ENHANCED RECYCLING PROGRAM”**

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8 (1) states the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8 (2) states that in the event of ambiguity, the ambiguity shall be resolved so as to include, rather than exclude, municipal powers that existed before the Municipal Act, 2001 came into force;

AND WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 9 gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act;

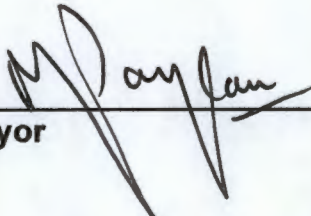
AND WHEREAS the Council of the Township of Edwardsburgh Cardinal wishes to enter into an agreement with J&D Enterprises o/a the Eastern Ontario Boneyard for an enhanced recycling program;

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

1. The Mayor and Clerk are hereby authorized to execute the Terms of Service Agreement attached hereto as Schedule “A” and shall form part of this bylaw.
2. That Bylaw 2016-65 and all other bylaws that are inconsistent with the provisions of this bylaw are hereby repealed.
3. That this by-law shall come into force and effect on the date of final passing.

Read a first and second time in open Council this 22 day of February, 2021.

Read a third and final time, passed, signed and sealed in open Council this 22 day of February, 2021.



Mayor



Clerk

SCHEDULE 'A'
BY-LAW 2021 - 06

TERMS OF SERVICE AGREEMENT

BETWEEN

The "Corporation of the Township of Edwardsburgh/Cardinal"
(hereinafter referred to as the "Township")

And

J&D Enterprises o/a the Eastern Ontario Boneyard
(hereinafter referred to as the "Contractor")

Township Obligations

1. The Township shall provide access to the work site at all reasonable times as may be required for the execution of the Contractor's duties.
2. The Township will assist with ongoing efforts to raise community awareness regarding the enhanced recycling program.
3. The Township will periodically accept incidental refuse deposited at the designated scrap metal site area located at 2085 Wynands Road.
4. The Township will extend present snow removal and road maintenance up to the area accessing Wynands Rd. Site.
5. The Township will be responsible for scheduling and collecting scrap tire pickup and payment. Collected funds resulting from scrap tire sales will remain 100% township gain.

Contractor Obligations

1. The contractor shall supply a bin container onsite at the existing Scott Road transfer station for collection of scrap metal, white goods and electronics
2. The contractor may have an attendant onsite during the hours of operation
3. The contractor shall remove the collected material from the site on a regular basis
4. The contractor shall maintain a second scrap metal drop off at 2085 Wynands Road that will be available to Township residents during the normal business hours of the Eastern Ontario Boneyard.
5. The Contractor will provide a separate and clearly marked "Township of Edwardsburgh/Cardinal" area at the 2085 Wynands Road site.

6. The contractor will ensure that all white goods received containing refrigerant are stored upright, refrigerant removed by a licensed technician and records maintained and provided to the Township, except in instances when the refrigerant is removed by technicians provided by the metal purchaser.
7. Contractor will be solely responsible for Wynands Rd. Site signage maintenance, general site maintenance and appearance, with exception of gravel maintenance/providing as needed for the road right of way to the existing scrap pile.
8. The Contractor shall abide by all applicable laws and regulations and shall maintain all required licences, permits, policies and coverages (i.e. WSIB, insurance) throughout the term of this agreement.
9. The Contractor shall indemnify and save harmless the Township, it's employees and agents from any losses, claims, damages, actions, causes of action, costs or expenses that we or any of our employees or agents may sustain, incur, suffer, or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, either directly or indirectly, by reason of any act or omission by the Contractor or any of his/her agents, employees, officers, directors, or subcontractors in providing the services

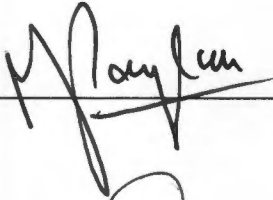
General

1. Metals will be collected, combined and accumulated from the Scott Road and Wynards sites until volume merits removal.
2. Township will receive compensation at a rate of 25% of current market value on metal generated through the results of resident drop off.
3. Any costs for refrigerant removal shall be taken off prior to 25% compensation rate.
4. Payments will be forwarded to the Township within 15 working days following removal from the Boneyard site, 60 days from Scott Road site.
5. The parties agree that this Agreement may be amended at any time by the mutual, written consent of the parties.
6. Either party may terminate this agreement for failure to comply with the terms of the agreement or any other justified cause upon providing at least 30 days written notice of termination. Each party will have 30 days to remedy/cure any default before the other party may terminate the agreement.
7. This agreement will be in force for a period of one (1) year from the date of signing by both parties.
8. Provided each party is not in default of its obligations under this agreement, the agreement will be subject to an automatic one-year renewal.
9. Township will keep contractor aware, and when appropriate involved, in any ongoing third party dealings that might affect contractor operations at the Township landfill/Transfer Station.
10. Township will consider "in kind" request from contractor when deemed appropriate and beneficial to both parties.

Signed at Spencerville on this 18 day of March, 2021.

The Corporation of the Township of Edwardsburgh/Cardinal

Mayor

A handwritten signature in black ink, appearing to read "M. Mayhew", written over a horizontal line.

Clerk

A handwritten signature in black ink, appearing to read "R. W. [unclear]", written over a horizontal line.

J&D Enterprises o/a the Eastern Ontario Boneyard

Owner

A handwritten signature in black ink, appearing to read "Joe [unclear]", written over a horizontal line.

Witness

A horizontal line intended for a witness signature.