THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY
BY-LAW NUMBER 01-10-108

WHEREAS the Council of the Corporation of the Township of Laurentian Valley deems it expedient to enter into a contract for the supply and distribution of organic carts in the Township of Laurentian Valley;

AND WHEREAS the Municipal Act, R.S.O. 1990. Chap M. 45, s. 208.2, as amended, provides, inter alia, that By-Laws may be passed by the Councils of local Municipalities for establishing, maintaining and operating a waste management system, including the collection, removal, transfer, processing, storage, reduction, reuse, recycling and disposal of waste;

AND WHEREAS the Council of the Corporation of the Township of Laurentian Valley has previously passed a resolution accepting a proposal submitted to the Township of Laurentian Valley from SSI Schaefer System International Limited for the supply and distribution of organic carts;

NOW THEREFORE the Council of the Corporation of the Township of Laurentian Valley hereby enacts as follows:

1. It has reviewed and approved and hereby agrees to be bound by, all the terms and conditions contained in the Contract Agreement which is attached hereto.

2. It hereby directs and authorizes that the Reeve and Clerk of the Corporation of the Township of Laurentian Valley shall execute the Contract Agreement on behalf of the Corporation of the Township of Laurentian Valley.

3. This By-Law shall come into force and take effect upon the date of the final passing hereof.

Read a FIRST and SECOND time this 16th day of October, 2001.

[Signatures]

REVEE

CHIEF ADMINISTRATIVE OFFICER/CLERK

Read a THIRD time and FINALLY passed this 16th day of October, 2001.

[Signatures]

REVEE

CHIEF ADMINISTRATIVE OFFICER/CLERK
THIS AGREEMENT made on the 1st day of October, 2001

BY AND BETWEEN:... THE TOWNSHIP OF LAURENTIAN VALLEY

hereinafter called the "Owner"

and

...........SSI SCHAEFER SYSTEM INTERNATIONAL LIMITED.................

hereinafter called the "Contractor"

WITNESSES: that the parties agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

(a) perform the Work required by the Contract Documents for

...THE SUPPLY AND DELIVERY OF ORGANIC CARTS..............................

..................# 16039-89/7V

(Insert here the title of the Work and the Project)

which have been signed by the parties.

(b) do and fulfill everything indicated by this Agreement, and

(c) commence the Work by the .......1st......day of..October...2001

and complete the work by the....31st......day of....July....2002.
ARTICLE A-2 CONTRACT DOCUMENTS

The following is an exact list of the Contract Documents referred to in Article A-1 of this Agreement. This list is subject to subsequent amendments in accordance with the provisions of the Contract and agreed upon between the parties.

Attachment #1 and #2, attached hereto

Technical Proposal submitted by SSI SCHAEFER SYSTEM INTERNATIONAL LIMITED


Financial Proposal submitted by SSI SCHAEFER SYSTEM INTERNATIONAL LIMITED


Request for Proposal for the Supply and Delivery of Organic Carts, prepared


ARTICLE A-3

(a) The quantities shown in the Schedule of Contract Unit Prices are estimated. The Contract price shall be the final sum of the products of the actual quantities that are incorporated in, or made necessary by the Work, as confirmed by count and measurement and the appropriate Contract Unit Prices, together with any adjustments that are made in accordance with the provisions of the Contract Documents.

(b) The Estimated Contract Price shall be the sum of the products of the estimated quantities and the appropriate Contract Unit Prices in the Schedule.

(c) A copy of Schedule of Contract Unit Prices is attached hereto as Attachment #2.

ARTICLE A-4

(a) The Owner shall pay the Contractor in Canadian funds for the performance of the Contract, the amounts being determined by actual measured quantities of the individual work items contained in the Schedule of Contract Unit Prices in Article A-3 of this Agreement and measured in accordance with the methods of measurement given in the specifications.

(b) The Owner shall make monthly payments to the Contractor on account of the work performed.

(c) If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract or in an award by arbitration or court, interest of Prime + Two Percent (Prime + 2 %) per annum on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.
ARTICLE A-5

(a) The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

(b) No action or failure to act by the Owner or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES

Communications in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered by hand to the individual or to an officer of the corporation for whom they are intended or if sent by post or by telegram, to have been delivered within five (5) working days of the date of mailing, dispatch or of delivery to the telegraph company when addressed as follows:

The Owner..........................460 Witt Road, RR#4 .........................
                                  Street and number and postal box number if applicable
                                  ..........................................................
                                  PEMBROKE ON K8A 6W5...........................................
                                  Post office or district, province, postal code

The Contractor at...............140 NUGGET COURT.................................
                                  Street number and postal box number if applicable
                                  ..........................................................
                                  BRAMPTON, ON L6T 5H4......................................
                                  Post office or district, province, postal code

ARTICLE A-7 LAW OF THE CONTRACT

The law of the Place of the Work shall govern the interpretation of the Contract.
ARTICLE A-8 SUCCESSION

The General Conditions of the Unit Price Contract and the other aforesaid Contract Documents, are to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall enure to the benefit of the be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

In witness whereof the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

SIGNED, SEALED AND DELIVERED
in presence of:

OWNER

.THE TOWNSHIP OF LAURENTIAN VALLEY......................
name

Jack Wilson
signature

JACK WILSON REEVe
name and title

Bruce Lloyd
signature

Bruce Lloyd DEPUTY CAO
name and title

CONTRACTOR

SSI SCHRIFTER SYSTEM INTERNATIONAL LIMITED
name

signature

O. FASTAUBER, Exec. V.P.
name and title

signature

name and title

END OF SECTION
ATTACHMENT #1

The following requirements are made pursuant to the Proposal submitted by the Contractor as described in the Agreement Between Owner and Contractor.

ARTICLE 1
Aerated lids are to be provided instead of the Standard lid;

ARTICLE 2
Hot stamping is to be used to affix the Municipal logo on to the carts;

ARTICLE 3
Assembly and distribution to be completed by the Contractor; and

ARTICLE 4
The Contractor is to provide a serial number for each cart and a database in digital form.

ARTICLE 5
The size and quantity of carts, and the quantity of kitchen bins requested by the Owner shall be as per Attachment #2.

ARTICLE 6
The Owner shall provide temporary assembly and storage areas at no cost to the Contractor.
## ATTACHMENT #2

**SCHEDULE OF ITEMS AND PRICES**

**AS PER THE CONTRACTOR’S PROPOSAL AND THE OPTIONS SELECTED BY THE TOWNSHIP OF LAURENTIAN VALLEY**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 140L Organic Cart supplied and delivered to the designated drop-off locations complete with aerated lid</td>
<td>each</td>
<td>900</td>
<td>$45.00</td>
<td>$40,500.00</td>
</tr>
<tr>
<td>2. 240L Organic Cart supplied and delivered to the designated drop-off locations.</td>
<td>each</td>
<td>2,600</td>
<td>$53.50</td>
<td>$139,100.00</td>
</tr>
<tr>
<td>3. 4 to 5L (approximate size) Kitchen Bin supplied and delivered to the designated drop-off location.</td>
<td>each</td>
<td>3,500</td>
<td>$2.95</td>
<td>$10,325.00</td>
</tr>
</tbody>
</table>

**Provisional Items**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. Assemble and deliver Cart and Kitchen Bin to the end user.</td>
<td>each</td>
<td>3,500</td>
<td>$3.50</td>
<td>$12,250.00</td>
</tr>
<tr>
<td>5. Register serial number of each Cart against the end user’s civic address and provide a database both in hard copy and in digital form.</td>
<td>L.S.</td>
<td>L.S.</td>
<td>L.S. (.30)</td>
<td>$1050.00*</td>
</tr>
</tbody>
</table>

*If civic addresses are in digital form.

**NO EXTRA CHARGE for registration -will be included in above delivery charge of $3.50**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit</th>
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<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6. Affix Owner’s logo on both sides of the organic cart</td>
<td>each</td>
<td>3,500</td>
<td>N/C</td>
<td>N/C</td>
</tr>
</tbody>
</table>

Sub-total $203,225.00

7% GST $14,225.75

**TOTAL** $217,450.75