

THE CORPORATION OF THE
MUNICIPALITY OF ST.-CHARLES

BY-LAW NUMBER 2000-36

BEING BY-LAW TO ENTER INTO AGREEMENT
WITH MR. DON GUILBEAULT FOR THE SERVICE
OF SNOW PLOWING FOR ISLAND ROAD,
ISLAND ROAD WEST, NORTSHORE ROAD,
NORTSHORE ROAD NORTH AND LAPORTE ROAD

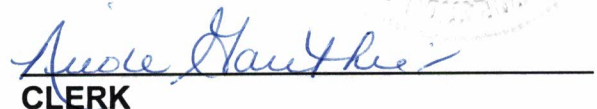
WHEREAS Council for the Corporation of the Municipality of St.-Charles deems it expedient to enter into an agreement for the contracting of snow plowing for the above mentioned roads.

NOW THEREFORE, THE COUNCIL FOR THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES HEREBY ENACTS AS FOLLOWS:

1. That we enter into an agreement with **Mr. Don Guilbeault**, for the service of snow plowing.
2. That **Mr. Don Guilbeault** shall carry out the duties and responsibilities as outlined in the terms and conditions of the Agreement, attached hereto, identified as **Schedule 'A'**, and forming part of this by-law.
3. That the Reeve and the Clerk are hereby authorized and instructed to enter into an agreement, to take all steps, and execute such documents under the seal of the Corporation, as may be necessary to effect such agreement.

READ A FIRST AND SECOND TIME THIS 10TH DAY OF OCTOBER 2000.


REEVE


CLERK

READ A THIRD TIME AND FINALLY PASSED THIS 10TH DAY OF OCTOBER 2000.

Donna Lemieux

REEVE



Audie Hawthorne

CLERK

THIS AGREEMENT MADE IN DUPLICATE THIS 10 DAY OF October, 2000 2000.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES
(hereinafter referred to as the Corporation)

AND:

DONALD GUILBEAULT
(hereinafter referred to as the Contractor)

WHEREAS the Corporation of the Municipality of St.-Charles deems it desirable to engage the services of the Contractor to perform the service of Snow Plowing in the annexed portions of the geographic Townships of Haddo and Cherriman which form part of our new municipality;

AND WHEREAS the Contractor has agreed with the Corporation to perform such service on the terms and conditions hereinafter contained;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROVISIONS CONTAINED IN THIS AGREEMENT, THE CONTRACTOR AND THE CORPORATION AGREE EACH WITH THE OTHER AS FOLLOWS:

1.0.0 DUTIES AND RESPONSIBILITIES

- 1.1.0 The Contractor shall be fully responsible for providing the service of snow plowing on Island Road West, Island Road East and Northshore Road, Northshore Road North and Laporte Road as shown on Schedules 'A' and 'B', attached.
- 1.2.0 The Contractor shall supply the equipment and operator to perform the services of snow plowing.
- 1.3.0 The service of snow plowing is provided to residents on public roads only.
- 1.4.0 Any duty performed above and beyond the established guidelines shall be at the sole discretion of the Contractor.
- 1.5.0 Should the Contractor be unable to perform the service of snow plowing temporarily, the Corporation reserves the right to appoint another Contractor without notice, for that given time.

2.0.0 REPORTING

- 2.1.0 The Contractor shall report to work under the general guidance and receive direction from the Road Superintendent.
- 2.2.0 The Contractor shall attend meetings of Council when required, without compensation.
- 2.3.0 The contractor shall report to or discuss any issue or problem with the Clerk pertaining to snow plowing and, when necessary and if required, the Clerk shall report or discuss such issue or problem with Council.

3.0.0 SCHEDULE OF WORK

- 3.1.0 Snow plowing is to be done in the following areas of the Municipality:
 - 3.1.1 Island Road West, Island Road East, Northshore Road, Northshore Road North and Laporte Road as shown on Schedule 'A' and 'B', attached.
- 3.2.0 The schedule of work shall be determined by the Road Superintendent in consultation with the Contractor.

4.0.0 REMUNERATION

- 4.1.0 Remuneration shall be in the amount of \$2,568.00 (including GST) **for the period of November 1st, 2000 to April 15th, 2001**, both inclusive and payable in 6 monthly installments of \$428.00 each, to be paid no later than the 15th day of the month following.
- 4.2.0 Should the Contractor be unable to perform the service of snow plowing, the Corporation may withhold payment on a daily basis of **\$100.00** for each day the service was not provided.

5.0.0 TERM

- 5.1.0 This Agreement shall be in force and in effect for a term beginning **November 1st, 2000** and ending **April 15th, 2001**, 11:59 P.M., or until terminated by either party. The Municipality reserves the right to extend this contract for a further period of up to 30 days beyond April 15th, 2000 if deemed necessary.

6.0.0 TERMINATION

- 6.1.0 In the event that the Corporation determines in its sole discretion that the Contractor has failed to perform the delivery of the service as outlined in the terms and conditions set herein, this Agreement shall be terminated immediately upon delivery of the written notice by the Corporation.

7.0.0 NOTICE

- 7.1.0 Any notice required to be given to the Corporation shall be in writing and shall be effectively given if served personally or if mailed by prepaid registered mail, in the care of the Clerk, The Corporation of the Municipality of St.-Charles, 2 King Street East, P. O. Box 70, St-Charles, Ontario, POM 2W0.
- 7.2.0 Any notice required to be given to the Contractor shall be in writing and shall be effectively given if served personally or if mailed by prepaid registered mail, in the care of: Donald Guilbeault, R.R. #1, Noëlville, Ontario, POM 2N0.
- 7.3.0 Where any notice is so mailed, the parties hereto agree that the notice shall be deemed to have been received 3(three) days after the date of its mailing.

8.0.0 ASSIGNMENT

- 8.1.0 The Contractor agrees not to assign any interest in the Agreement, in whole or in part.

9.0.0 INDEPENDENT CONTRACTOR

- 9.1.0 The Contractor agrees to perform the services set out in this Agreement as an independent Contractor, and for all purposes shall not be or be deemed to be an employee or an agent of the Corporation.

10.0.0 DELIVERY OF SERVICES

- 10.1.0 The Contractor agrees to perform the services in a careful, diligent, professional and courteous manner without discrimination and in accordance with all applicable laws.
- 10.2.0 The Contractor agrees with the Corporation that he shall, at all times, comply with any and all applicable federal, provincial laws and municipal by-laws, ordinances, rules, regulations and orders in respect of the delivery of the service in this Agreement.

11.0.0 INSURANCE

- 11.1.0 The Contractor agrees to obtain and keep in force Public Liability and Property Insurance having a minimum value to \$2,000,000.00 per occurrence that will protect the Contractor and the employees or agents of the Contractor, from all claims, demands, actions, causes of action that may be taken or made against them or any of them for any loss, damage or injury, including death, of any nature or kind whatsoever that may arise through any act or omission or both, of the Contractor or any employee or employees of the Contractor or agents during the entire term of this Agreement.

12.0.0 INDEMNIFICATION

12.1.0 The Contractor agrees to indemnify, keep indemnified and save harmless the Corporation and its officers, servants and agents from and against all claims, demands, costs, action, causes of action, expenses, legal fees whatsoever which may be taken or made against them or any of them or incurred or become payable by them or any of them for any loss, damage or injury, including death, of any nature or kind whatsoever arising out of , or in consequence of any act, or omission, of the Contractor or any of its employees or agents, in connection with the performance of this Agreement.

13.0.0 ENTIRE AGREEMENT

13.1.0 The parties hereto agree that this Agreement embodies the entire Agreement between the parties, and the Contractor represents that in entering into this Agreement, the Contractor does not rely upon any previous oral or implied representation, inducement or understanding of any kind or nature.

13.2.0 The parties hereto agree that the headings in this Agreement form no part of this Agreement but shall be deemed to be inserted for the convenience of reference only.

14.0.0 WAIVER

14.1.0 No term, provision or condition of this Agreement can be waived except by written consent of the parties hereto.

IN WITNESS WHEREOF the Corporation of the Municipality of St.-Charles, and Don Guilbeault have duly executed this Agreement this 30 day of October, 2000.

FOR THE CONTRACTOR:

FOR THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES:

Don Guilbeault
DONALD GUILBEAULT

Lucie Lemay
REEVE

Jeanette Northrop
WITNESS

Annie Gauthier
CHIEF ADMINISTRATIVE OFFICER

October 30, 2000
DATE

ROYAL &
SUNALLIANCE

CO. RC
CIE CR
06

POLICY NO. UNIT
N° DE POLICE UNITÉ
35-50083639 77

AGENT/BROKER/AGENT OU COURTIER
STURGEON FALLS INSURANCE BRKS(1985)LTD
STURGEON FALLS, ON

NAME AND ADDRESS OF INSURED/NOM ET ADRESSE DE L'ASSURÉ 4118 000

GUILBEAULT, DONALD
RR 1
NOELVILLE
ONTARIO POM 2N0

DAY MONTH YEAR
JOUR MOIS ANNÉE

20 04 00

EFFECTIVE DATE
DATE D'ENTRÉE
EN VIGUEUR

DATE EXPIRY
DATE D'EXPIRATION

DAY MONTH YEAR
JOUR MOIS ANNÉE

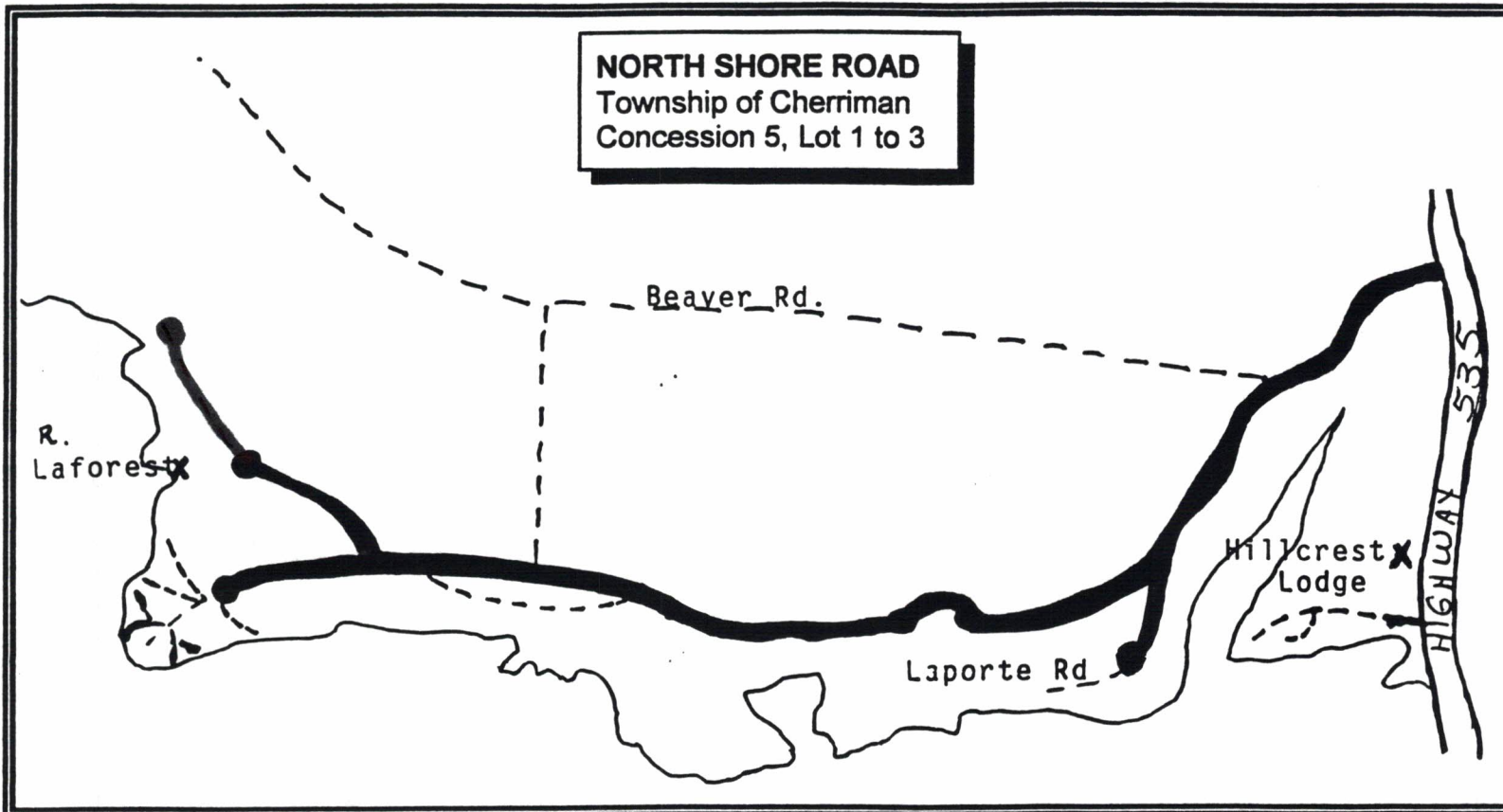
20 04 01

INSURED VEHICLES, YEAR, MAKE SERIAL NO.

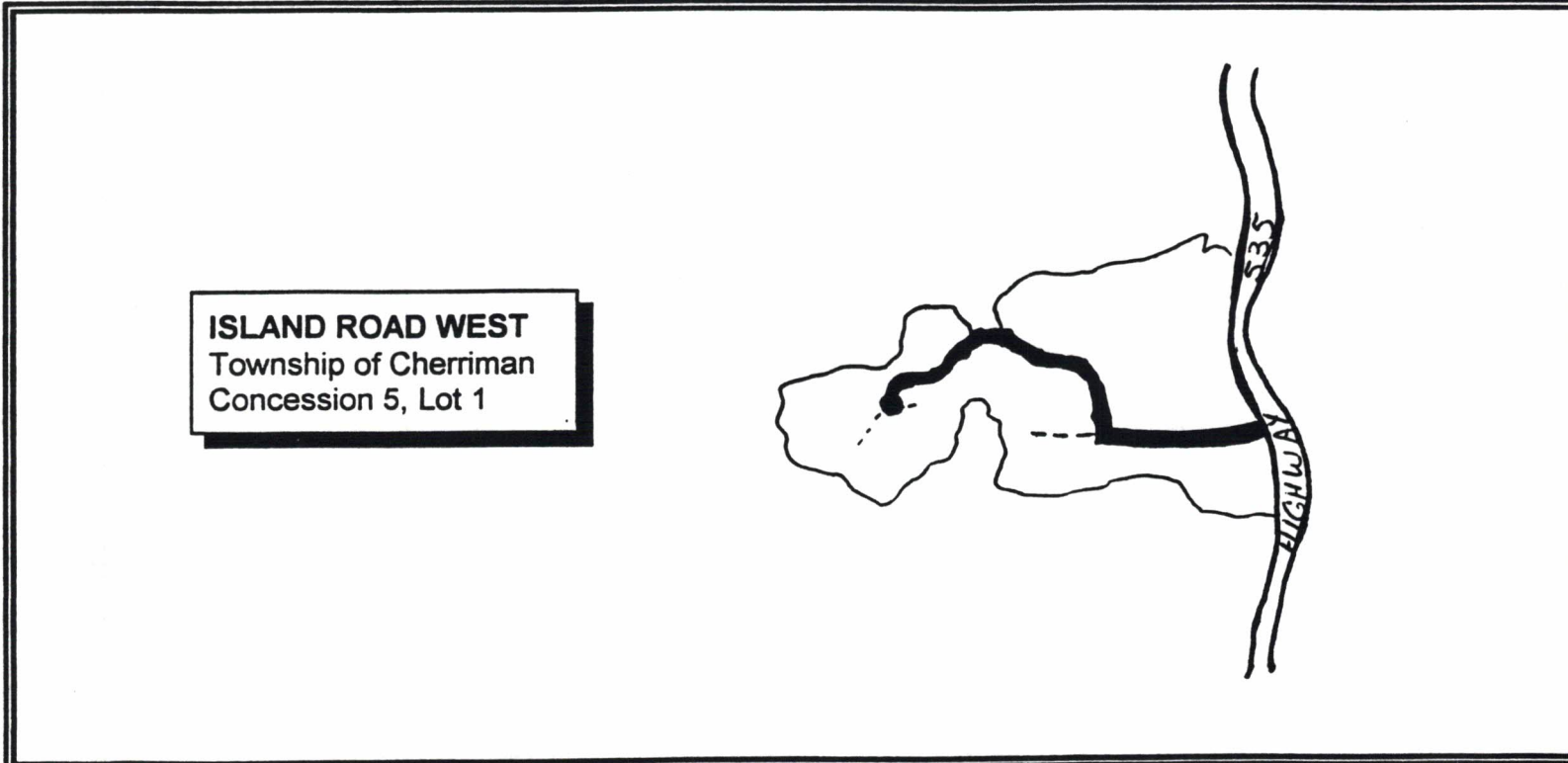
VEHICULES ASSURES, ANNÉE, MARQUE, SÉRIE

**ASSUMED ROADS
YEAR-ROUND BASIS**

NORTH SHORE ROAD
Township of Cherriman
Concession 5, Lot 1 to 3



ISLAND ROAD WEST
Township of Cherriman
Concession 5, Lot 1



THE ISLAND ROAD
Township of Haddo
Concession 5, Lots 11 & 12

