

THE CORPORATION OF THE CITY OF BROCKVILLE

BY-LAW NUMBER 51 - 94

BY-LAW TO AUTHORIZE THE ACCEPTANCE OF THE TENDER OF
HOTZ ENVIRONMENTAL SERVICES INC. FOR THE DESIGN,
MANAGEMENT, AND OPERATION OF A HOUSEHOLD HAZARDOUS
WASTE COLLECTION DAY IN THE CITY OF BROCKVILLE IN THE
AMOUNT OF TWENTY-FIVE THOUSAND, FIVE HUNDRED AND SEVENTY-
EIGHT DOLLARS AND THIRTY-FIVE CENTS

WHEREAS Tenders have been received for City of Brockville
Contract No. 94-28 for The Design, Management and Operation
of a Household Hazardous Waste Collection Day; and

WHEREAS it is deemed expedient to accept the tender of
Hotz Environmental Services Inc. in the amount of Twenty-Five
Thousand, Five Hundred and Seventy-Eight Dollars and Thirty
Five Cents (\$25,578.35);

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
CITY OF BROCKVILLE ENACTS AS FOLLOWS:

1. THAT the tender of Hotz Environmental Services Inc. in the
amount of Twenty-Five Thousand Five Hundred and Seventy-Eight
Dollars and Thirty-Five Cents (\$25,578.35) for Contract 94-28 for
the Design, Management and Operation of a Household Hazardous
Waste Collection Day be accepted, a copy of which contract is
attached hereto.
2. THAT the Mayor and Clerk be and they are hereby authorized
to execute the said Contract on behalf of the Corporation of the
City of Brockville.

GIVEN UNDER THE SEAL OF THE CORPORATION
OF THE CITY OF BROCKVILLE AND PASSED THIS
12th DAY OF April A.D. 1994.



MAYOR



CLERK



FORM OF AGREEMENT

THIS AGREEMENT made in triplicate

BETWEEN: HOTZ ENVIRONMENTAL SERVICES INC. in the City of
Hamilton in the Province of Ontario
hereinafter called the "Contractor"

THE PARTY OF THE FIRST PART

-and-

THE CORPORATION OF THE CITY OF BROCKVILLE
hereinafter called the "Municipality"

THE PARTY OF THE SECOND PART

WITNESSETH, that the party of the first part, for
and in consideration of the payment or payments specified in
the Tender for this work, hereby agrees to furnish all
necessary machinery, tools, equipment, supplies and labour
to the satisfaction of the Engineer, to do all work as
described hereafter, furnish all materials except as herein
otherwise specified, and to complete such works in strict
accordance with the plans, specifications and Tender herefore,
which are identified and acknowledged in the Special Provisions,
Plans, Specification and Conditions attached to the Tender and

all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations hereof have been embodied herein.

DESCRIPTION OF THE WORKS: CONTRACT 94-28

THE DESIGN, MANAGEMENT AND OPERATION OF A HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY IN THE CITY OF BROCKVILLE ON JUNE 4, 1994.

The Contractor further agrees that he will deliver the whole of the works completed in accordance with this Agreement. If such time limit is exceeded the Contractor shall pay to the said Municipality, on demand, all loss, costs, charges, damages, liens or expenses which may be paid, sustained or incurred by the said Municipality or any of its officers, servants or agents in consequence of any such actions, suits, claims, liens or execution or demand any monies paid or payable by the said Municipality or any of its officers, servants or agents, in settlement or in discharge thereof, or on account thereof. The Contractor agrees that any monies due the Municipality as a result of non-completion of the works within the time stipulated may be deducted from any monies due the Contractor on any account whatsoever.

IN CONSIDERATION WHEREOF, said party of the second part agrees to pay to the Contractor for all work done, the unit or lump sum prices of the Tender.

THIS AGREEMENT shall ensure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the Contractor and the
Municipality have hereunto signed their names and set their
seals.

HOTZ ENVIRONMENTAL SERVICES INC.



CONTRACTOR

VICE PRESIDENT
POSITION



WITNESS

DATE APRIL 18, 1994

THE CORPORATION OF THE CITY OF BROCKVILLE


MAYOR
CLERK

DATE May 4, 1994