

CORPORATION OF THE MUNICIPALITY OF WEST GREY

BY-LAW NUMBER 4 - 2010

BEING, a By-law to provide a policy for the distribution and sale of West Grey garbage bag tags.

WHEREAS, pursuant to Section 391(1) of the Municipal Act, S.O. 2001, Ch. 25, a municipality and a local board may pass by-laws imposing fees or charges on any class of persons, for services or activities provided or done by or on behalf of it; and for costs payable by it for services or activities provided or done by or on behalf of any other municipality or local board;

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST GREY ENACTS AS FOLLOWS:

1. That Markdale Home Hardware enter into an agreement for the distribution and administration of the selling of West Grey garbage tags as described in their respective vendor distribution agreement.
2. That the Mayor and CAO/Clerk are hereby authorized to sign the respective vendor distribution agreements, as approved by Council for Markdale Home Hardware.
3. That if there is any breach of the respective vendor distribution agreements, the Municipality or the vendor may terminate this agreement upon 48 hours written notice.
4. That this By-law shall come into force and take effect upon being passed by Council.

Read a first and second time this 1st day of February, 2010.

Read a third time and finally passed this 1st day of February, 2010.

Mayor – Kevin Eccles

CAO/Clerk, Christine Robinson

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY
(hereinafter called the "MUNICIPALITY")

and

BRETT LEVITT

carrying on business as

MARKDALE HOME HARDWARE
(hereinafter called the "VENDOR")

VENDOR DISTRIBUTION AGREEMENT

This agreement dated at Durham this 1st day of February, 2010.

1. The VENDOR agrees to participate as a retailer in the User Pay Garbage Program, commonly referred to as garbage bag tags.
2. The MUNICIPALITY shall enter into an agreement for the distribution and administration of the User Pay Garbage Program with the VENDOR.
3. The MUNICIPALITY shall deliver a continuous supply of garbage bag tags to the VENDOR, upon notice of not less than 5 business days. The garbage bag tags shall be supplied to the VENDOR in lots 200, 500 or 2,000 tags at a cost of \$0.9000 each and resold for \$1.00 each.
4. By signing this agreement, the VENDOR acknowledges receipt of _____ tags and promises to pay in full the cost of _____ tags upon receipt of the next lot of garbage bag tags. An invoice for the previous lot shall accompany every subsequent delivery of tags.
5. The MUNICIPALITY will supply VENDORS with a window sign to notify the public that garbage bag tags are sold on the premises.
6. Discounted tags will only be sold to approved VENDORS.
7. The MUNICIPALITY reserves the right to increase the price of the garbage bag tags without notice, and to restrict the number of tags issued to any VENDOR.
8. The VENDOR agrees to abide by all covenants and rules of this agreement. The MUNICIPALITY shall have at its disposal all remedies in the case of breach of this agreement.
9. The MUNICIPALITY may invoke Rules and Regulations as may from time to time be necessary in the administration of this agreement at its discretion.
10. The MUNICIPALITY may terminate this agreement upon 48 hours notice to the registered VENDOR.
11. The VENDOR may terminate this agreement upon 48 hours written notice to the MUNICIPALITY. All outstanding debts for garbage bag tags supplied to the VENDOR shall be paid in full upon termination of the agreement or unsold garbage bag tags returned to the MUNICIPALITY.
12. In the event that a paragraph or portion of any paragraph of this agreement shall be invalid or unenforceable as determined by a Court of Competent jurisdiction, then such paragraph or portion thereof shall be severed from the rest of the agreement, which shall be valid and enforceable to the fullest extent permitted by law.

13. Everything in this agreement shall extend to and be binding on the respective heirs, executors, administrators, successors and permitted assigns of each party hereto.
14. The provisions of this agreement shall be read with all grammatical gender changes necessary. All covenants being contained herein shall be deemed joint and several.
15. The MUNICIPALITY shall not in any event be whatsoever liable or responsible for any damages or losses alleged by the VENDOR, due to the sale of these garbage bag tags.

IN WITNESS WHEREOF the parties hereto have executed these presents.

SIGNED THIS 1st DAY OF FEBRUARY, 2010.

Kevin Eccles, Mayor

Christine Robinson, CAO/Clerk

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY
402813 Grey Road 4
R.R.#2 Durham, Ontario
N0G 1R0
(519) 369-2200

Vendors Name and Signature:

MARKDALE HOME HARDWARE

Vendor Operating Name:

35 MAIN STREET WEST, MARKDALE, ON N0C 1H0

Vendor Address:

(519) 986-3011

Vendor Telephone #

Vendor Fax #

(Outstanding invoices paid and unsold tags redeemed upon termination)