

The Corporation of the Municipality of West Grey

By-law Number 34 - 2015

BEING, a By-law to further amend By-law Number 86-2011, 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 Municipality of West Grey hereby enacts as follows:

1. That Darryl Culbert (Culbert Insurance in Ayton) and Andy & Val Stimpson (Brick Kiln Holdings Ltd./Neustadt Springs Brewery) 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/Deputy Clerk are hereby authorized to sign the respective vendor distribution agreements, as approved by Council for Darryl Culbert (Culbert Insurance in Ayton) and Andy & Val Stimpson (Brick Kiln Holdings Ltd./Neustadt Springs Brewery).
3. That the vendor distribution agreement for Grannies General Stores in Ayton and Neustadt approved by By-law Number 86-2011 is hereby rescinded.
4. 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.
5. 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 June, 2015.

Read a third time and finally passed this 1st day of June, 2015.

(Signed)
Mayor – Kevin Eccles

(Signed)
CAO/Deputy Clerk – Larry C. Adams

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

and

VAL & ANDY STIMPSON

carrying on business as

BRICK KILN HOLDINGS LTD. (NEUSTADT SPRINGS BREWERY)
- IN THE VILLAGE OF NEUSTADT
(hereinafter called the "VENDOR")

VENDOR DISTRIBUTION AGREEMENT


This agreement dated at Durham this 1st day of June, 2015.


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 \$1.90 each and resold for \$2.00 each.
4. By signing this agreement, the VENDOR acknowledges receipt of 500 tags and promises to pay in full the cost of \$950.00 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 JUNE, 2015.


Kevin Eccles, Mayor


Larry Adams, CAO/Deputy 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:

BRICK KILN HOLDINGS LTD (NEUSTADT SPRINGS BREWERY)

Vendor Operating Name:

456 Jacob Street, PO Box 248, Neustadt, ON N0G 2M0

Vendor Address:

(519) 799-5790

Vendor Telephone #

Vendor Fax #

(Outstanding invoices paid and unsold tags redeemed upon termination)

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

and

DARRYL CULBERT

carrying on business as

CULBERT INSURANCE - IN THE VILLAGE OF AYTON
(hereinafter called the "VENDOR")

VENDOR DISTRIBUTION AGREEMENT

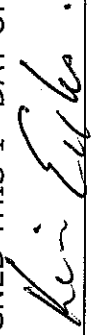
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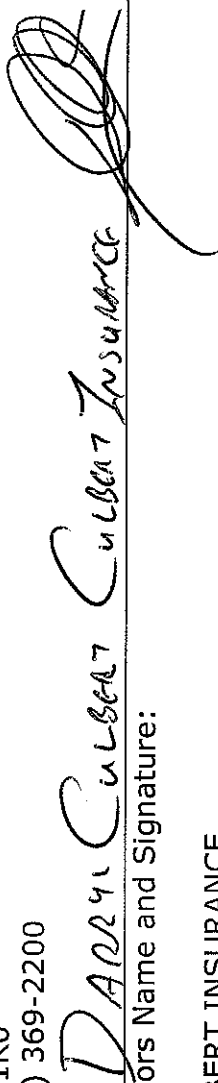
SIGNED THIS 1st DAY OF JUNE, 2015.


Kevin Eccles, Mayor


Larry Adams, CAO/Deputy 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:

CULBERT INSURANCE

Vendor Operating Name:

407 MARY STREET, AYTON, ON N0G 1C0
Vendor Address:

(519) 665-7710

Vendor Telephone #

(519) 665-2118

Vendor Fax #

(Outstanding invoices paid and unsold tags redeemed upon termination)