

COMPOST-COLLECTION AGREEMENT

THIS AGREEMENT MADE IN DUPLICATE the ___ day of _____, 2019,

Between:

TOWN OF WADENA

Box 730
Wadena, Saskatchewan
S0A 4J0

Hereinafter referred to as the "Town"

-and-

JOHN DOE

Box XXX
TOWN, Saskatchewan
S0A XXX

Hereinafter referred to as the "Contractor"

DEFINITION: For purposes of this Agreement, the term "compost" shall mean: Plant material, such as leaves, grass, garden waste, tree-trimmings, and small tree-branches.

WHEREAS the Contractor by this Agreement hereby agrees to provide compost-collection services of such quality as necessary to maintain the Town in a neat, clean, and esthetically pleasing condition,

1. The Contractor hereby agrees to the following list of duties and responsibilities which shall apply to the compost-collection services for the Town, and which are to be completed at least once per week:
 - a) Collect the compost set out by the Town's residents for pick-up;
 - b) Haul the compost to a disposal site to be pre-arranged by the Contractor; and
 - c) Empty any and all bags of compost at said disposal site.
2. The Contractor further agrees to supply his own compost-collection manpower and his own compost-collection equipment, namely, a truck and a trailer.
3. The Contractor further agrees that, if he is unavailable to perform his duties, he shall make arrangements to have another individual undertake his duties in his absence, and the Contractor shall provide the Town with the name of said individual.
4. It is agreed between the Town and the Contractor that:
 - a) In order to be collected by the Contractor, tree branches must be bunched and tied together;
 - b) In order to be collected by the Contractor, corn-stalks must be bunched and tied together or bagged;
 - c) Bags of compost weighing more than forty pounds (40 lb.) will not be collected by the Contractor; and
 - d) Bags of compost, containing any garbage or items other than compost, will not be collected by the Contractor.

5. Compost collection shall take place weekly during the months of May through to the end of _____
6. It is further agreed between the Town and the Contractor that this Agreement shall be in effect from May 7, 2019, to _____, _____.
7. It is the responsibility of the Contractor to invoice the Town no later than five days prior to the end of each month within the contract period for services performed during that month, to be processed for payment by the 7th day of the following month.
8. Payments for services rendered will be made through direct deposit only and a T4A in the name of the individual will be issued each year where the Contractor is not a corporation. As such the Contractor will be required to provide direct deposit information and valid SIN number.
9. In the event that either of the Parties to this Agreement is in breach of the terms of the Agreement, either of the said Parties shall have the right to terminate the Agreement, provided that the said Party terminating the Agreement shall give the other Party at least one month's written notice of the intention to terminate the Agreement.

IN WITNESS WHEREOF the Parties have affixed their hands and seals the day and year first written above.

(Seal)

TOWN OF WADENA

Mayor

Administrator

Witness

John Doe