

SCHEDULE 2

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2015.

BETWEEN:

Miller Environmental Corporation
(Herein sometimes referred to as the "Tenderer" or the "Contractor")

- And -

The Corporation of the Town of Fort Frances
(The "Town")

Whereas the Contractor has represented to the City or Town that the Contractor is well able to perform the Work described in the Tender Documents for the respective Total Unit Price(s), Total Prices, and for the Year(s) quoted by the Tenderer in the Tender.

Now therefore the Contractor and the City or Towns (herein sometimes referred to as the "Parties") undertake and agree as follows:

1. The Tenderer shall perform and complete the Work:
 - (a) To, and for, the benefit and satisfaction of each City or Town, in accordance with the Tender Documents;
 - (b) For the Year(s), and for the respective Total Unit Price(s) and Total Prices quoted by the Tenderer in the Tender Forms except as may be increased or decreased by increase or decrease in taxes (such as HST) as set out in paragraphs 3 and 4 of the Tender Forms.
2. The Tender Documents shall collectively be and the whole shall constitute the Contract between the Parties.

3. The City or Town agrees to pay to the Contractor in lawful money of Canada for the performance of the Work with the amounts to be paid on account thereof being determined by actual measured quantities in accordance with the Specifications and Other Provisions and subject to adjustments, additions, deductions and deletions as provided in and by the Tender Documents. Each City or Town shall pay on account thereof upon the approval of the City Manager, Operations and Facilities Division (in the Tender Documents the City or Town Manager, Operations and Facilities Division is sometimes referred to as the "Manager"). Upon receipt of invoices, any adjustments to monies owing will be made with notification to the Contractor.
4. If any City or Town fails to make payments to the Contractor as they become due under the terms of the Tender Documents, interest equal to the current bank prime rate + 2% per annum on such unpaid amounts shall become due and payable until payment.
5. If:
 - (a) The Contractor should be adjudged bankrupt, or becomes insolvent, or makes a general assignment for the benefit of creditors, or if a receiver is appointed of the Tenderer or the Tenderer's business or any part thereof; or
 - (b) A petition in bankruptcy for liquidation, reorganization, or other proceeding, is filed by or against the Tenderer;
 - (c) The Contractor fails or neglects to properly perform or complete the Work or otherwise fails to comply with the requirements of the Tender Documents (including, without limitation, failure to meet gradation specifications, or to meet delivery dates, or otherwise)

Any City or Town may, without prejudice to any other right or remedy it may have, terminate this Agreement by giving the Contractor written notice.

The Contractor's obligation under the Tender Documents as to quality, correction and warranty of the work performed by him up to the time of termination shall continue in force after such termination.

6. Time shall in all respects be of the essence.
7. Neither this Agreement nor any rights or entitlements under it shall be assignable or transferable by the Contractor without the prior written consent of the City or Town.

8. The municipality reserves the right, without cause and without penalty, to assign the contract to Stewardship Ontario with a minimum 60 days notice.
9. The municipality shall reserve the right, without cause and without penalty, to assign the requirements for payment of any or all parts of the contract to Stewardship Ontario or other Industry Stewardship Organization (ISO) as applicable. Should this occur, the successful Proponent shall apply to Stewardship Ontario or other Industry Stewardship Organization (ISO) as applicable for payment for any of the MHSW items that have been assigned to Stewardship Ontario or other Industry Stewardship Organization (ISO) as applicable. All of the same Terms and Conditions of payment that apply to the municipality shall apply to Stewardship Ontario or other Industry Stewardship Organization (ISO) as applicable should any of these items be assigned to Stewardship Ontario.
10. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if:
 - (a) Delivered personally;
 - (b) Sent by prepaid courier service or mail

- (i) In case of notice to the Town, as follows:

Lisa Slomke, Clerk
Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario
P9A 2B5

- (ii) In case of the Contractor, as follows:

Miller Environmental Corporation
1803 Hekla Avenue
Winnipeg, MB R2R 0K3
Annette Woodroffe, Sales & Marketing Rep.

Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or on the second day following the sending thereof by private courier or mail. Any Party hereto or others mentioned above may change any particulars of its address for notice by notice to the others in the manner aforesaid.

IN WITNESSETH WHEREOF the Parties hereto have executed this Agreement.

SIGNATURE OF CONTRACTOR:

Witness to signature of Tenderer

If a corporation, the person signing has the authority to bind such corporation

Print name of Witness:

PRINT NAME AND TITLE OF PERSON
SIGNING:

IF A CORPORATION, PRINT PROPER NAME
OF CORPORATION:

Address of Witness:

Address of Contractor:

Phone Number of Witness:

Phone Number of Contractor:

Fax Number: _____

Cell Number: _____

The Corporation of the Town of Fort Frances

per: _____
R. Avis, Mayor

per: _____
E. Slomke, Clerk

I/we have authority to bind the Town