# ADDENDUM #2 TO THE CONTRACT MADE BETWEEN THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI AND THE CONTRACTOR, JOHN HARDING ORIGINALLY DATED THE 14<sup>TH</sup> DAY OF FEBRUARY 2013 BEING SCHEDULE "A" TO BY-LAW 13-1103

## **CONTRACT**

## **BETWEEN**

### THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

Hereinafter referred to as the "Municipality" AND

# **JOHN HARDING**

Hereinafter referred to as the "Contractor"

WHEREAS the Municipality engaged the Contractor as a Dump Wagon and Transfer Station Attendant for the operation of all Municipal Dump Wagons; and Welcome Centre Transfer Station Attendant for a 3-year term, for the period of February 14, 2013 until February 13, 2016 by means of a contract authorized by By-Law 13-1103; and

WHEREAS Section 9 of said contract provides for modifications to the terms of this contract; and section 10 provides for renewal or continuation of said contract:

WHEREAS the Municipality and Contractor are both desirous of changing the terms of the contract to extend the term and to add a retroactive price increase:

WHEREAS the Council of the Municipality passed Resolution 18-057 on the 22<sup>th</sup> day of February 2018 to authorize staff to execute an addendum to the contract:

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the parties agree to the following:

- 1. The Contract term is hereby extended to April 30, 2018;
- 2. A retroactive increase of 2.9% from February 14, 2016 to February 13, 2017:
- 3. A retroactive increase of 3.1% from February 14, 2017 to April 30, 2018;

4.	That all other term	s and conditions in t	the contract remain unchanged.
IN WITNESS WHEREOF, the respective parties hereto have set their hands and seal:			
SIGNED, SEALED and DELIVERED In the presence of:			THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI
Witness	5	Date	Acting Chief Administrative Officer
			THE CONTRACTOR
Witness	5	Date	John Harding