

# THE TOWNSHIP OF NORTH HURON CURBSIDE SOLID WASTE AND RECYCLABLES COLLECTION AGREEMENT

THIS AGREEMENT, made in triplicate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN:

THE TOWNSHIP OF NORTH HURON  
(Hereinafter called the "Township")

-and-

WASTE MANAGEMENT OF CANADA CORPORATION  
(Hereinafter called the "Contractor")

WHEREAS, the Township desires to engage the services of the Contractor for curbside collection of waste and recycling in the Township of North Huron;

WHEREAS the Township has the sole responsibility for the provision of facilities for the purpose of receiving, dumping, and disposing of waste in the Township, including garbage, refuse and domestic wastes;

AND WHEREAS the Township recognizes the need to divert materials from the Township Landfill Site through the reduction, recycling and recovering of waste;

AND WHEREAS Council of the Township approved the Recycling Program for the municipality, which program shall include the collection and marketing of recyclable materials;

AND WHEREAS Council deems it in the public interest to establish a system for the collection of waste and recycling materials;

AND WHEREAS the Township has determined to manage the Township's Waste and Recycling Program by engaging the Contractor to perform the services on the Township's behalf as hereinafter defined;

NOW THEREFORE by this Agreement, in consideration of the mutual covenants herein contained and upon the terms and conditions expressed herein; the parties here to agree with each other, and their respective administrators, successors and assigns, as follows:

AND WHEREAS, this agreement is authorized by Council;

NOW WITNESSETH, that in consideration of these presents and of other good and valuable consideration, the Township and the Contractor agrees as follows:

## 1. DESCRIPTION OF THE WORKS:

Collection and haulage of the recyclable materials from curbside households, designated downtown business core and designated commercial areas (i.e. churches and schools) to a recycling facility (MRF) for processing/marketing of materials.

Collection and haulage of the waste materials from curbside households and designated downtown business core to a designated disposal site.

## 2. DEFINITIONS:

For the purpose of this Agreement:

- a) CAPITAL ASSETS shall mean the machinery, vehicles and equipment purchased by the Contractor and required to operate the collection system.
- b) CONTRACT SERVICES shall mean the overall operation of the Township's Program under the general direction and control of the Township. Contract Services shall include but are not limited to:
  - i. The purchase and maintenance of any and all Capital Assets required for the operation of the Program;
  - ii. The collection of household solid waste and recyclable materials;
  - iii. The collection of containerized units in frontload or roll off units
  - iv. The provision of tonnage information or other operating data required by the Township to fulfil its regulated reporting obligations.
- c) "Contract" means the Agreement to do the work entered with the Municipality;
- d) "Contractor" means the Contractor who enters into an Agreement with the Municipality;
- e) "Depot" means public drop off site operated by the municipalities for receiving and bulking Recyclables for transport which may be stand-alone sites or part of larger operations;
- f) "Garbage" means regular household non-recyclable material set out by residents for curbside collection.
- g) "MOECC" means the Ontario Ministry of Environment and Climate Change;
- h) "MRF" or "Material Recovery Facility" means the licensed recycling processing facility where blue box materials are received, sorted and prepared for marketing;
- i) "Recyclables" means materials allowable in the bluebox program and defined by the MRF;
- j) "Signing Officer" means a representative of the Contractor's firm who has the authority to enter into a Contract on behalf of the Proponent;
- k) "Work" means any services provided for monetary compensation by a Contractor under a contract awarded
- l) "Corporation" means Waste Management of Canada Corporation (WM)

### **3. CONTRACT ADMINISTRATOR**

All communication concerning this contract will be directed to the following primary contact:

Director of Public Works  
 Township of North Huron  
 519-357-3550

### **4. DURATION OF CONTRACT**

This agreement shall be in full force and effect from May 1, 2018 until April 31, 2021. This agreement may be renewable at the end of the term upon mutual agreement.

### **5. RECYCLABLE PROCESSING**

The Contractor shall assume all responsibility for the processing of materials, marketing, sale and collection of sale revenues. In the event that the MRF is unable or

unwilling to process Recyclables, the Contractor shall immediately locate a satisfactory alternative. Under no circumstances may recyclable materials be landfilled, stockpiled indefinitely or incinerated.

The Contractor shall provide the Municipality with monthly reports on:

- a) the marketed tonnes and revenues by material, and
- b) tonnage of residue, with sufficient detail to allow the Municipality to complete the Waste Diversion Ontario (WDO) Data call. All report information shall be submitted to the Municipality no later than February 14 of the following year.
- c) All weigh scales used in the performance of this contract are to be certified by and maintained in compliance with the Canadian Weights and Measures Act, R.S.C., 1985, c. W-6 and records shall be made available on request.

The Contractor shall share fifty percent (50%) of the revenue from the sale of recyclable materials sold to market based on the Reclay Steward Edge Price Sheet Composite Index. Included in the calculation will be capture rate, residue, and processing costs. Upon mutual agreement, this index may be exchanged for an alternative during the Contract term. MRF residue and capture rates will be noted in each monthly report and credited or debited on each monthly invoice.

## **6. CONTRACT SECURITY AND DOCUMENTATION REQUIREMENTS**

The Contractor shall provide the following documentation to the Municipality on or before the contract start anniversary of each year:

- a) A Certificate of Insurance
- b) A WSIB clearance certificate; and
- c) A copy of a valid Commercial Vehicle Operator's Registration (CVOR).

The contractor shall provide performance security equal to \$20,000, prior to the commencement of the contract and will be made payable to the Township of North Huron.

## **7. PROVISION OF CONTRACTED SERVICES**

- a) The Township engages the Contractor, and the Contractor accepts such engagement, for the furnishing of the Contract Services upon the terms and conditions contained herein, during the term of this Agreement.
- b) The Contractor is required to provide, at their own expense, all and every kind of labour, vehicles, tools, equipment, articles and things necessary for the due execution of the work set out or referred to in the specifications
- c) The Contractor agrees that during the term of this Agreement, they shall perform the Contract Services herein described in such a manner as to maximize the diversion of recyclable materials that would otherwise be directed to the Township's landfill site.
- d) The Contractor shall collect solid waste from Wingham, Hutton Heights, Humphrey Subdivision in Belgrave and Blyth (including 140 commercial units) weekly. East Wawanosh and North Huron residences within Whitechurch and Auburn will be collected every other week. Waste to be deposited at the Township's Landfill site.
- e) The Contractor shall collect bluebox recyclables from Wingham, Hutton Heights, Belgrave, Blyth, East Wawanosh, Whitechurch and Auburn every other week. Recycling to be processed at the proponents MRF in Mount Forest.

## **8. RECYCLABLE MATERIALS**

The following materials shall be considered recyclable materials for purposes of this agreement:

- Corrugated Cardboard (clean flattened not to exceed 36 in. X 36 in.)
- Boxboard (cereal boxes)
- Newspaper and Magazines
- Household Paper, Books
- Milk and Juice containers (Polycoat/Aseptic/Gabletops)
- Aluminium cans
- Metal food and beverage containers
- Plastic Beverage Bottles, Containers (rinsed)
- Tubs & Lids (Yogurt containers)
- Glass Bottles and Jars (rinsed)

Non-program items (residue) shall be under 5% to avoid any additional disposal fees.

**Examples of non-acceptable blue box materials are:** food waste, foil gift wrap, gift bags, napkins, tissue paper, paper towels, toilet paper, waxy cardboard, laminated papers, candy wrappers, carbon paper, photographic paper, blueprint paper, facial tissue, thermal fax paper, motor oil and pesticide containers, plastic bags, prescription vials/bottles, Food storage container (i.e. Tupperware), planting pots/trays, shrink wrap, toys, plates, laundry baskets, meat trays, hangers, cutlery, pots and pans, aerosol and paint cans, snack/chip bags, medical waste, foam cups & containers (i.e. Styrofoam), etc.

## 9. MARKETING SUPPORT

- a) The contractor shall share all promotional materials with the customer that The Corporation creates, making minor, localized, changes as needed.
- b) Marketing materials available to the customer include:
  - i. Single stream recycling flyer (customizable)
  - ii. Fact sheets (customizable)
  - iii. Access to Recycle Often Recycling Right website (includes promotional and educational tools)  
<http://recycleoftenrecycleright.com/>
  - iv. Stickers system as a way to communicate restrictions and requirements to residents
- c) If there is a need to develop new and significant marketing materials, the contractor will provided a cost upon request.

## 10. COMPENSATION

- a) The Contractor shall prepare a monthly invoice with a payment term of 30 days.
- b) Compensation to the Contractor for Contract Services performed shall be as listed below for all services plus 13% HST.

### Curbside Collection

#### Year 1: May 1, 2018 to April 30, 2019

Item	Units	Annual Price/Unit	Total Annual Cost	Monthly Cost
Weekly Waste Urban	2106	\$ 48.00	\$ 101,088.00	\$ 8,424.00
Bi-Weekly Recycling Urban	2106	\$ 30.67	\$ 64,581.58	\$ 5,381.80
Bi-Weekly Waste Rural	330	\$ 20.76	\$ 6,850.80	\$ 570.90
Bi-Weekly Recycling Rural	330	\$ 30.67	\$ 10,119.62	\$ 843.30
			\$ 182,640.00	\$ 15,220.00

#### Year 2: May 1, 2019 to April 30, 2020

Item	Units	Annual Price/Unit	Total Annual Cost	Monthly Cost
Weekly Waste Urban	2106	\$ 48.96	\$ 103,109.76	\$ 8,592.48
Bi-Weekly Recycling Urban	2106	\$ 31.28	\$ 65,873.21	\$ 5,489.43

Bi-Weekly Waste Rural	330	\$ 21.18	\$ 6,987.82	\$ 582.32
Bi-Weekly Recycling Rural	330	\$ 31.28	\$ 10,322.01	\$ 860.17
			\$ 186,292.80	\$ 15,524.40

**Year 3: May 1, 2020 to April 30, 2021**

Item	Units	Annual Price/Unit	Total Annual Cost	Monthly Cost
Weekly Waste Urban	2106	\$ 49.94	\$ 105,171.96	\$ 8,764.33
Bi-Weekly Recycling Urban	2106	\$ 31.90	\$ 67,190.68	\$ 5,599.22
Bi-Weekly Waste Rural	330	\$ 21.60	\$ 7,127.57	\$ 593.96
Bi-Weekly Recycling Rural	330	\$ 31.90	\$ 10,528.45	\$ 877.37
			\$ 190,018.66	\$ 15,834.89

**Containerized Collection**

**Year 1: May 1, 2018 to April 30, 2019**

Location	Commodity	Bin Type	Bin Size	Quantity	Unit Cost	Services per week
Wingham Landfill	Recycling	Frontload	4 yard	8	\$ 9.90	2

**Year 2: May 1, 2019 to April 30, 2020**

Location	Commodity	Bin Type	Bin Size	Quantity	Unit Cost	Services per week
Wingham Landfill	Recycling	Frontload	4 yard	8	\$ 10.10	2

**Year 3: May 1, 2020 to April 30, 2021**

Location	Commodity	Bin Type	Bin Size	Quantity	Unit Cost	Services per week
Wingham Landfill	Recycling	Frontload	4 yard	8	\$ 10.30	2

*\*\*Supplemental Charges: \$150.00 Delivery, \$80.00 Overage Fee, \$53.00 Contamination Fee, Removal \$150.00*

- c) Additional Services included below are available as needed:
- i. Temporary Rolloff bins for disaster clean-ups, renovations, etc. is available for \$175 delivery, \$225 for service and \$85 per MT disposal.
  - ii. Disposal charges at our Mount Forest transfer is available for \$85 per metric tonne, indexed each year from the commencement of the contact
  - iii. Provision for Bagster service, inground system (i.e. Molok, Envirowirx, Sutera) service can be provided upon request
  - iv. Hourly rates for vehicle usage for emergency services can be provided upon request
  - v. Provision for diversion materials such as bale wrap, electronics, tires, metal, yardwaste and construction material can be provided upon request

**11. ESCALATION**

Unit costs will be adjusted annually on the anniversary date of the Contract term starting May 1, 2019. The CPI contract adjustment is 2% for each subsequent year of the contract, including renewals. The annualized costs presented in Clause 10 includes the annual adjustment noted.

**12. INSURANCE**

Throughout the life of the project, the Contractor will be required to obtain and keep in full force and effect the required insurance policy(s) as follows:

- a) Commercial General Liability Insurance: insuring against damage or injury to persons or property with limits of not less than \$5,000,000.00 per occurrence or such greater amount as the Township may from time to time request or other types of policies appropriate to the work as the Township may reasonably require. In addition, any Sub-Contractors have to be approved by the Township before any work is done and the following insurance and indemnification requirements and clauses apply. The insurance policy shall include as additional insured "The Corporation of the Township of North Huron", contain a cross-liability clause, severability of interests clause endorsement, and contain a clause including Contractual Liability coverage arising out of the contract or agreement;
- b) Automobile Liability Insurance: that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000.00 per occurrence or such greater amount as the Township may from time to time request, in respect of the use or operation of licensed vehicles owned or leased by the Contractor for the provisions of Services;
- c) Non-Owned Automobile Liability Insurance: in standard form having an inclusive limit of not less than \$2,000,000.00 per occurrence or such greater amount as the Township may from time to time request, in respect of the use or operation of vehicles not owned by the Contractor for the provisions of Services.

### **13. WORKPLACE SAFETY AND INSURANCE BOARD**

- a) A copy of the Contractors Certificate of clearance from the Workplace Safety and Insurance Board must be submitted to the Township. Clearance certificates should be renewed every ninety (90) days throughout the term of the project and will be required prior to payment.
- b) The Contractor shall at all times pay or cause to be paid any assessment required to be paid pursuant to the requirements of the Workplace Safety and Insurance Board Act. Upon failure to do so, the Township may pay such assessment, and shall deduct said expenses from the Contractor's compensation.
- c) The Township may, at any time during the performance of or upon completion of the contract, require a declaration that the assessments required by W.S.I.B. have been paid.

### **14. HEALTH & SAFETY**

- a) The Contractor, upon request, will provide the Township, prior to commencement of work, with a written copy of the Health and Safety Policy for their firm along with Health and Safety procedure(s) relevant to the work to be performed.
- b) The Contractor will be expected to work in accordance with the Occupational Health and Safety Act (re: duties of Constructors and duties of employers) and applicable regulations.

### **15. MISCELLANEOUS WORK, PROTECTION, ETC**

The Contractor shall be responsible and make good for any damage done, by his employees, subcontractors and materials of the work, to the Township's property or materials, and he shall, at his own expense, replace all materials, property and work damaged to such an extent that they cannot be restored to original condition.

### **16. ACCESSIBILITY REGULATIONS FOR CONTRACTED SERVICES**

Contracted employees, third party employees, agents and others that provide customer service on behalf of the Municipality are legally responsible to comply with the

provisions outlined in Section 6 of the Ontario Regulation 429/07, Accessibility Standards for Customer Service, with respect to training. The Contractor shall ensure that such training includes, without limitation, a review of the purpose of the Accessibility for Ontarians with Disabilities Act, 2005, and the requirements of the Regulation, as well as instruction regarding matters set out in Section 6 of the Regulation.

## **17. TRAFFIC CONTROL AND VEHICLE LOADING**

- a) The Contractor shall provide adequate control of traffic while operating on municipal road allowances.
- b) Where a vehicle is hauling material under this contract upon a public highway, and where motor vehicle registration is required for such vehicle, the Contractor shall not cause or permit such vehicle to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether or not such vehicle is registered in the name of the Contractor.

## **18. PERMITS**

The Contractor shall obtain and pay for at his own expense, all licences or permits required by law or statute or regulation made there-under. Pursuant to the Environmental Protection Act Section 27, Environmental Compliance Approvals must be provided for Waste Disposal Sites for processing and transfer facilities used AND Waste Management Systems for Hauling operations.

## **19. EQUIPMENT**

- a) The Contractor will be responsible for maintenance, repairs and all other operating costs of equipment required, including gas, licencing, insurance, storage, washing, etc. The unit(s) to be used for the performance of the services as herein provided must at all times be of the type and capacity as approved by the Council of the Township.
- b) The Contractor shall at all times provide, operate, and fully maintain a sufficient number of vehicles to perform the collection services specified herein. The Township shall have the right to cause the Contractor, at any time after the commencement of the contracted operations, to increase the number of collection units to such number as may be determined by the Township, thereby ensuring adequate performance of the contract.
- c) Units to be used for the performance of the services as herein provided must have fully enclosed, leak-proof bodies of sufficient capacity and unloading the refuse mechanically, mounted on adequate truck chassis, all at the approval of the Township. Spreading of refuse at the Landfill site will not be permitted.
- d) All equipment supplied by the Contractor must be kept clean and neat in appearance at all times. The Contractor shall ensure that all employees, while engaged in the collection services, will at all times maintain a high degree of cleanliness.

## **20. CHANGES IN SCHEDULE**

When a holiday is to be observed by the Contractor, collection shall be accelerated so as to be completed within the calendar week, subject to the approval of the Township Public Works Director.

## **21. GOVERNING LAWS**

The laws of Ontario and Canada shall govern the interpretation of this Agreement.

**22. NOTICE**

Any notice, demand, acceptance or request given there-under ("Notice") shall be in writing and shall be deemed to be sufficiently given if personally delivered or mailed by registered mail, postage prepaid (at any time other than during a general discontinuance of postal services due to strike, lock-out, or otherwise), addressed to the party to whom it is given, as follows:

- a) In the case of the Township:  
 The Corporation of the Township of North Huron  
 C/O Director of Public Works  
 P.O. Box 90, 274 Josephine Street  
 Wingham, ON N0G 2W0
  
- b) In the case of the Contractor:  
 Waste Management of Canada Corporation  
 C/O Area Vice President  
 219 Labrador Drive  
 Waterloo, ON N2K 4M8

Any notice shall be deemed to have been given to and received by the party to whom it is addressed, if delivered, when delivered and, if mailed, on the forth business day after the mailing thereof. Any party may, by notice given s aforesaid, designate a change of address to which a notice to such party shall be given and any notice to such party shall thereafter be delivered or sent to such address.

**23. WAIVER**

Both parties agree that any actions of the other party in contravention of the terms of this Agreement shall not be relied upon as a waiver of any terms of this Agreement and no approvals given by any employee of the Township or of the Contractor shall constitute a waiver by the Township or the Contractor, whatever the case may be, of any of the terms of this Agreement unless ratified in writing by the Township and the Contractor.

**THE TOWNSHIP OF NORTH HURON**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: Neil Vincent  
Title: Reeve

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: Richard Al  
Title: Clerk

I/We have authority to bind the corporation.



**WASTE MANAGEMENT OF CANADA  
CORPORATION**

\_\_\_\_\_

Date

By: \_\_\_\_\_

\_\_\_\_\_  
Name: Aaron Johnson

Title: Area Vice President

I/We have authority to bind the  
corporation

