

**THE CORPORATION OF THE
TOWNSHIP OF NORTH HURON**

BY-LAW NO. 32-2021

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Agreement between the Corporation of the Township of North Huron and Waste Management of Canada Corporation for the Curb Side Collection and Processing of Recyclable Materials for a term of (3) three years commencing May 1, 2021 to April 30, 2024

WHEREAS the Municipal Act, 2001, as amended permits the Councils of all municipalities to enter into certain agreements,

AND WHEREAS the Council of the Township of North Huron is desirous of executing an Agreement between the Corporation of the Township of North Huron and Waste Management of Canada Corporation for the Curb Side Collection and Processing of Recyclable Materials for a term of (3) three years commencing May 1, 2021 to April 30, 2024,

AND WHEREAS Council deems it expedient to enter into said agreement,


NOW THEREFORE, the Council of the Corporation of the Township of North Huron ENACTS the following.


1. That the Reeve and Clerk are hereby authorized to sign, on behalf of Council, an Agreement between the Corporation of the Township of North Huron and Waste Management of Canada Corporation for the Curb Side Collection and Processing of Recyclable Materials for a term of (3) three years commencing May 1, 2021 to April 30, 2024
2. That a copy of the said Agreement is attached hereto and designated as Schedule 'A' to this By-law.
3. That this By-law shall come into force and takes effect on the day of the final passing thereof.

READ A FIRST AND SECOND TIME THIS 19TH DAY OF APRIL, 2021.

READ A THIRD TIME AND PASSED THIS 19TH DAY OF APRIL, 2021.

CORPORATE SEAL


Bernie Bailey, Reeve


Carson Lamb, Clerk

THE TOWNSHIP OF NORTH HURON CURB SIDE COLLECTION AND PROCESSING OF RECYCLABLE MATERIALS AGREEMENT

THIS AGREEMENT, made in duplicate this 9th day of April, 2021

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 bi-weekly curb side collection and processing of recyclable material for all residents in the Township of North Huron;

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 the Council of the Township of North Huron approved the Recycling Program for the municipality, which program shall include the collection and marketing of recyclable materials as outlined in RFP Documents,

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

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

AND WHEREAS, this agreement is authorized by the Council of the Township of North Huron,

NOW THEREFORE WITNESSED THAT in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

That the Township and the Contractor in consideration of the fulfilment of their respective promises and obligations herein set forth, covenant and agree with each other as follows.

1) The following documents, together with this Form of Agreement, constitute the Contract

- a) Part '1' – Request for Proposal
- b) Part '2' – All addenda issued prior to Proposal Closing
- c) Part '3' – Form of Tender (Completed Bid Submission)
- d) Part '4' – Completed Submission Forms
- e) Part '5' – Township of North Huron Accessibility and Contractor Safety Forms

2) The Contractor undertakes and agrees to provide all necessary labour, equipment, materials and supervision, unless otherwise indicated, together with all work incidental thereto to perform all Work described in the Contract

3) The Township/Municipality undertakes and agrees to pay the Contractor in Canadian Funds the sum of One Hundred Fourteen Thousand Five Hundred and Eighty-Nine Dollars and Eighty Cents (\$114,589 80) per annum for the performance of the Contract in accordance with the amount stipulated in the Form of Tender subject to satisfactory performance of the Contract and subject to additions, deductions and hold-backs as provided for in the Contract.

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- 4) The Contractor and the Township/Municipality for themselves, their successors, administrators and permitted assigns undertake and agree to the full performance of their respective obligations under the Contract
- 5) This Contract may not be assigned by any Party without the express written consent of the other Party
- 6) If either party desires to give notice to the other party under, or in connection with, the Contract, such notice will be effectively given upon actual service or three (3) days after being sent by Registered Mail to

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

In the case of the Contractor
Waste Management of Canada Corporation
C/O Area Vice President
219 Labrador Drive
Waterloo, ON N2K 4M8

1. DEFINITIONS:

For the purpose of this Agreement

- a) "APPLICABLE LAWS" means all law statutes, regulations, by-laws, codes, guidelines, and policies having the force of law, Environmental Compliance Approvals, waste haulers' certificates and other approvals, now or hereafter in existence having the force of law that are relevant and applicable to the Work
- b) "AODA" means The Accessibility of Ontarians with Disabilities Act, 2005, a law passed by the Ontario legislature that allows the government to develop specific standards of accessibility and to enforce them
- c) "BUSINESS DAY" means any day from Monday to Friday inclusive, excluding statutory or civic holidays observed in the Township
- d) "CERTIFICATE OF APPROVAL", "PROVISIONAL CERTIFICATE OF APPROVAL", OR "ENVIRONMENTAL COMPLIANCE APPROVAL" for the purposes of this means a Certificate issued by the appropriate Township, Provincial, or Federal agency permitting the Township to operate any type of a waste management system and related activities
- e) "CAPITAL ASSETS" shall mean the machinery, vehicles and equipment purchased by the Contractor and required to operate the collection system.
- f) "COLLECTION" means the collection of Recyclable Material and delivery to a Materials Recovery Facility or any other facility designated by a Designated Municipal Officer.
- g) "CONTAINERIZED COLLECTION" means the collection of recyclable material via containers.
- h) "CONTAMINATION" means the presence of any unsolicited item or material within the waste/recycling stream
- i) "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,

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- iii The collection of containerized units in frontload or roll off units; and
- iv The provision of tonnage information or other operating data required by the Township to fulfil its regulated reporting obligations

- j) "CONTRACT" means the Agreement to do the work entered into with the Township;
- k) "CONTRACTOR" means the Contractor who enters into an Agreement with the Township,
- l) "CORPORATION" means Waste Management of Canada Corporation (WM)
- m) "DEPOT" means the 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;
- n) "DESIGNATED MUNICIPAL OFFICIAL" means the Director or person(s) designated by them,
- o) "MECP" means the Ontario Ministry of Environment, Conservation, and Parks,
- p) "MOECC" means the Ontario Ministry of Environment and Climate Change,
- q) "MRF" or "Material Recovery Facility" means the licensed recycling processing facility where blue box materials are received, sorted and prepared for marketing,
- r) "RECYCLABLES" means materials allowable in the bluebox program and defined by the MRF;
- s) "RESOURCE PRODUCTIVITY and RECOVERY AUTHORITY" (RPRA), formerly Waste Diversion Ontario, the Provincial oversight, compliance, and enforcement organization
- t) "SIGNING OFFICER" means a representative of the Contractor's firm who has the authority to enter into a Contract on behalf of the Proponent,
- u) "WORK" means any services provided for monetary compensation by a Contractor under a contract awarded.

2. SCOPE OF WORK

Bi-Weekly collection of all recyclable material(s) located within the Township of North Huron (Blyth, Belgrave, Wingham, Hutton Heights, Auburn and East Wawanosh); and haulage to a recycling facility (MRF) for processing/marketing of materials, and;

- ii) recyclable material collection at the North Huron recyclable depot sites,
- iii) recyclable material collection at North Huron facilities, where applicable, and,
- iv) processing of all collected recyclable materials.

Recycling is to be collected from blue box containers that are placed curbside within the Township, with the accepting material(s) divided into one (1) stream

3. CONTRACT ADMINISTRATOR

All communication concerning this contract will be directed to the following primary contact(s).

Director of Public Works
Township of North Huron
(519) 357-3550 x129

AND

Public Works Administrative Assistant
Township of North Huron
(519) 357-3550 x128

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4. DURATION OF CONTRACT

The Term of this contract will be for three (3) years commencing on May 1, 2021 and ending on April 30, 2024. Both parties shall mutually agree to extend the term of this contract for up to two (2) additional terms of one (1) year each, such extension to be based upon satisfactory performance by the contractor and the continuing competitiveness of pricing and services.

The Township can cancel this contract upon providing written notice as specified in section 20, of this agreement to the contractor. In the event of such termination, the parties agree that the contractor will charge the Township for the balance of waste collected based on the amount provided in the "Curbside Waste Collection Only" section in the Township of North Huron Curbside Collection of Solid Household Waste 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 1st 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 will be responsible to market the Recyclable Material and will retain 100% of the revenue and pay to the Municipality 0% of the revenue it receives from the sale of the Recyclable Material. The Municipality will pay 0% of a negative market price for recyclable material if the market price for that commodity falls below \$0.00.

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;
- c) A copy of a valid Commercial Vehicle Operator's Registration (CVOR), and
- d) Proof of Ministry compliance for haulage and for the MRF.

The contractor shall provide performance security equal to 10% of the first year's contract pricing, 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 pricing of the contract referenced in this agreement is only applicable when the Contractor is performing both Waste and Recycling contracts for the Township. Should the Township not extend the Recycling Contract, the Contractor has provided the Township with a Waste Only Collection Rate as indicated in the Waste Collection Agreement.
- b) 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.
- c) 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.
- d) The Contractor agrees that during the term of this Agreement, they shall perform the

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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

- 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 acceptable 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)

North Huron shall not incur any additional disposal fees or contamination fees for any such reason.

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/](http://recycleoftenrecycleright.com/)
 - iv. Stickers system as a way to communicate restrictions and requirements to residents, plus a phone call to the Contract Administrator when this occurs.
- c) If there is a need to develop new and significant marketing materials, the contractor will be solely responsible for all costs associated.
- d) When normal solid Waste & Disposal Collection days fall on the following holidays then the collection for that day will occur on an agreed date between both parties
- | | |
|------------------|--------------------|
| • New Year's Day | • Labour Day |
| • Family Day | • Thanksgiving Day |
| • Good Friday | • Remembrance Day |
| • Victoria Day | • Christmas Day |
| • Canada Day | • Boxing Day |
| • Civic Holiday | |
- e) The Contractor must request in writing, 60 days in advance, to obtain permission from the Township for any deviation from this holiday schedule It is the contractor's sole responsibility to make the residents of North Huron aware of any permanent changes to collection dates and/or collection schedule
- f) The Contractor is responsible for advertising the deviation in the local newspaper for two (2) consecutive weeks in advance of the date Copies of the advertisement shall be provided to the Township, three (3) weeks before the holiday/change of collection.

- 9) The Contractor will be solely responsible for the creation and distributing of the Curbside Collection Schedule for North Huron residents, if the change was initiated by the Contractor. It is the Contractor's sole responsibility to ensure all business' and residents residing in North Huron receive the collection schedule at least fifteen (15) days prior to the collection day. The mutually agreed collection day is Tuesday. The Township will assist in distribution as long as it does not introduce additional financial obligation.

10. COMPENSATION

- a) The Contractor shall submit an invoice no earlier than the first day of the month for the immediately preceding month to the Township on a monthly basis for the 'Total Monthly Collection Price' plus the monthly cost for any provisional items accepted by the Township.
- b) The Township shall withhold payment on any and all invoices until such time the Contractor has supplied the required monthly report in a manner satisfactory to the Township.

Curbside Collection

| Item | Units | Price/Stop | Total Annual Cost | Monthly Cost |
|-------------------------------------|-------|------------|-------------------|--------------|
| Bi-Weekly Recycling ALL North Huron | 2301 | \$ 1 92 | \$ 114,589 80 | \$ 9,549 15 |

*The above costing is based on performing both waste and recycling contracts. Other years subject to CPI.

Waste Containerized Collection: Provisional Items

| Location | Commodity | Bin Type | Bin Size | Quantity | Unit Cost/lift | Lifts/ week |
|---------------------------|-----------|-----------|----------|----------|----------------|-------------|
| North Huron Landfill Site | Recycling | Frontload | 4 yard | 9 | \$ 15 00 | 1 |

11. ESCALATION

Contract Fees will be adjusted annually on the anniversary date of the execution of the Contract. The increase will be equal to 75% of the increase set out in the Consumer Price Index for Ontario as published for the previous 12-month period by Statistics Canada as found on: Stats Canada Website exclusive of fuel cost, or such other index as may be agreed by the parties prior to the Commencement Date. Any CPI increases will not apply to fuel costs which are calculated separately under the fuel adjustment clause contained herein. Additional units serviced in the municipality will be increased based on the unit rate per home. Additional units are expected to be between 10-20 new stops per year. Payment by the Township to the contractor will be made in the month following the date upon which the aforesaid services have been requested.

The Contractor shall submit, prior to the execution of the Contract, the estimated quantity of fuel that will be consumed annually in the performance of this Contract and a proposed starting base price/km for the fuel to be used during the performance of this Contract. The Contractor's monthly payment will be adjusted to allow for one hundred percent (100%) of any difference greater than ten percent (10%) above the agreed Commencement.

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,

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- 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.
- d) Environmental Insurance

The insurance coverage for Environmental Liability Insurance (ELI) from an insurer licensed in the province of Ontario shall be in an amount no less than FIVE (5) Million Dollars (\$5,000,000.00) per occurrence to insure against the following claims but not limited to.

- I Bodily injury, including sickness, disease, shock, mental anguish, mental injury. or
- II Injury to or physical damage to tangible property including the loss of tangible property. or
- III The control, repair, clean-up or restoration of environmental impairment of lands, the atmosphere or any water course or body of water
- IV If the ELI coverage is written on a claim made basis, such coverage shall contain a 24-month extended reporting period or be maintained for a period of two years subsequent to conclusion of services provided under this Agreement

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. MISCELLANEOUS WORK, PROTECTION, ETC

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

15. 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

16. 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.

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17. 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

18. 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

19. GOVERNING LAWS

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

20. CONTRACT TERMINATION

The Township may terminate the Contract

- a) Without cause at any time, upon six (6) months written notice being provided to the Contractor,
- b) Immediately and without notice, if the Contractor commits any act of bankruptcy, or if a receiver is appointed on account of its insolvency or in respect of any of its property, or if the Contractor makes a general assignment for the benefit of its creditors,
- c) Immediately and without notice, if the Contractor does not comply with the Health and Safety requirements set out in these documents,
- d) Without notice, if the Contractor fails to make sufficient payments for payments due to its Sub-Contractors or suppliers,
- e) Upon expiration of ten (10) days from the date of receipt of written notice to the Contractor, if the Contractor fails to comply with any significant request, instruction or order given by the Township, or fails to comply with, or persistent disregard for statutes, regulations, by-laws or directives of relevant authorities related to the work, or fails to perform the work with skill and diligence expected of any similar Contractor; or assigns or sublets the Contract without the prior written consent of the Township, or refuses to correct deficient work, or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract,
- f) Any termination of the Contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have

The Contractor may terminate the Contract:

- a) With cause, upon eight (8) months written notice being provided to the Township;

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

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In the case of the Contractor
Waste Management of Canada Corporation
C/O Area Vice President
4210 King Street East
Kitchener ON, N2P 4G5

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 fourth business day after the mailing thereof. Any party may, by notice given 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.

21. 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.

22. LIQUIDATED DAMAGES

Time shall be the essence of the contract. Goods and/or services shall be delivered within the time promised, failing which the Township reserves the right to cancel the contract or portion thereof without penalty or prejudice or the Township may apply liquidated damages.

In a case that the Contractor fails to perform the Work in accordance with the terms, Conditions and Specifications of the Contract, the Township shall give the Contractor notice as a written warning detailing the performance failure. Any subsequent occurrence of that same failure will result in the Contractor being assessed liquidated damages.

If the Township so chooses, in the event that the required Waste Collection is not completed on its designated day or if replacement equipment is not made available for each collection day in the event of a breakdown, the Township reserves the right to contract another Contractor and deduct all of the associated costs from payments due or securities held.

In view of the difficulty of ascertaining the losses which the Township will suffer by reason of delay in the performance of the said Work, it is hereby agreed upon, fixed and determined by the parties hereto, as to the amount of liquidated damages that the Township will suffer by reason of said delay and default, and not as a penalty, and the Township may deduct and retain the amounts of such liquidated damages out of the monies which may be due or become due to the Contractor under the Contract in accordance with table 1 below:

| Infraction | Amount | Unit |
|---|---------|--------------|
| Late collection after time specified | \$500 | per incident |
| Failure to return for missed collection as directed | \$500 | per incident |
| Improperly replaced containers | \$500 | per incident |
| Discourtesy or inappropriate behaviour | \$1,000 | per incident |
| Failure to resolve damage claim to property within seven (7) calendar days | \$1,000 | per incident |
| Failure to submit reports in the required time/submitting inaccurate reports | \$500 | per incident |
| Failure to clean up spillage (plus clean up and safe disposal costs) e.g. hydraulic oil | \$5,000 | per incident |
| Failure to pick up litter in a timely manner | \$200 | per incident |
| Failure to scale all vehicles in and out of facility | \$500 | Per incident |
| Unscheduled downtime affecting Municipal operations | \$500 | Per incident |
| Failure to provide requested reports/documentation within five (5) business days | \$500 | Per incident |
| Documentation on scale recertification not provided semi-annually | \$250 | Per incident |

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|--|---------|--------------|
| Failure to comply with Contract, Certificate of Approval, Federal, Provincial, and Municipal Laws, Acts, Ordinances, Regulations, Order-in-Council and By-laws | \$1,000 | Per incident |
|--|---------|--------------|

23. WARRANTY

When the Contractor is notified of a stop that was missed for any reason, that stop shall be serviced by the Contractor prior to the end of the collection day. If the Township is notified of a missed stop after the Contractor has already left that area for the day, the Contractor shall immediately service that stop at the beginning of the next day, or later on during that same day.

24. REFUSAL NOTICE

The 'refusal notice' will be approved by the Township in consultation with the Contractor. It will include, to the extent possible, 'check boxes' of common reasons for refusal to make them quick and easy to fill out.

The Contractor will be responsible for the cost of printing the refusal notices and will provide them, at no charge, as required. The cost of completing and applying the notices and reporting of such shall be included in the Contractor's unit collection costs.

25. LEVEL OF SERVICE

The Contractor is required to complete one hundred per cent (100%) of each day's collection. The Supervisor shall ensure, to the best of their ability, that all work has been completed by the end of each working day. The Contractor shall be deemed to have failed to complete one hundred per cent (100%) of a day's collection if the Contractor misses any, or all, of a designated collection route and does not return to rectify the situation on the day such was missed or first thing the following morning.

The Contractor shall remedy any breach of the Contract on the day it occurs, taking into consideration weather conditions and timing constraints. If the breach is not realized until the next calendar day, the Contractor must remedy the breach immediately that day.

Where the Contractor has been deemed to have failed to complete one hundred per cent (100%) of the same day's collection, the Contractor must notify the Township's Contract Administrator immediately after this realization has been determined and must also indicate how and when the situation will be rectified. The Contractor shall not be deemed to have failed to complete one hundred per cent (100%) of the day's collection by reason of the following:


- a) the Township has directed the Contractor to miss any, or all, of a designated collection route,
- (b) the Township has determined that the Contractor missed any, or all, of a designated collection route for rare and clearly exceptional reasons beyond the Contractor's control.

All work performed under this Contract will be performed to the satisfaction of the Township's Contract Administrator who shall be the sole arbiter in any dispute regarding the interpretation of the Contract between the Township and the Contractor. The Township Contract Administrator's decision shall be final and binding.

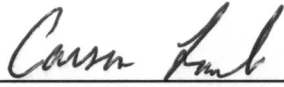
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THE TOWNSHIP OF NORTH HURON

June 8, 2021
Date

By 
Name: Bernie Bailey
Title: Reeve

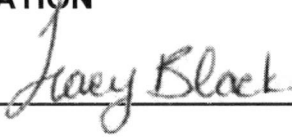
June 8, 2021
Date

By 
Name: Carson Lamb
Title: Clerk

I/We have authority to bind the corporation

WASTE MANAGEMENT OF CANADA CORPORATION

4/9/2021
Date

By 

Tracy Black, Area General Manager

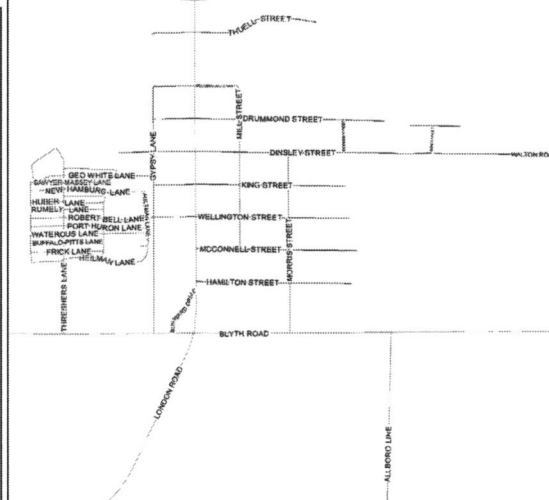
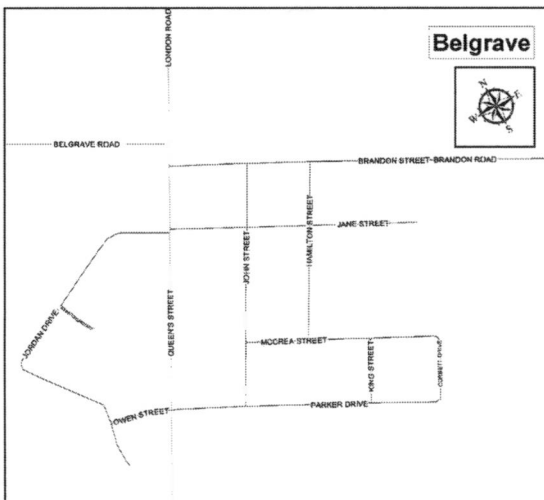
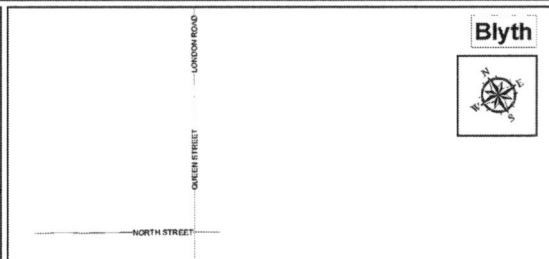
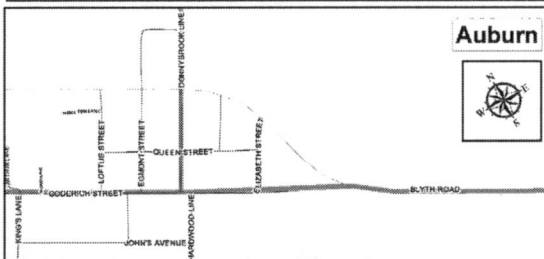
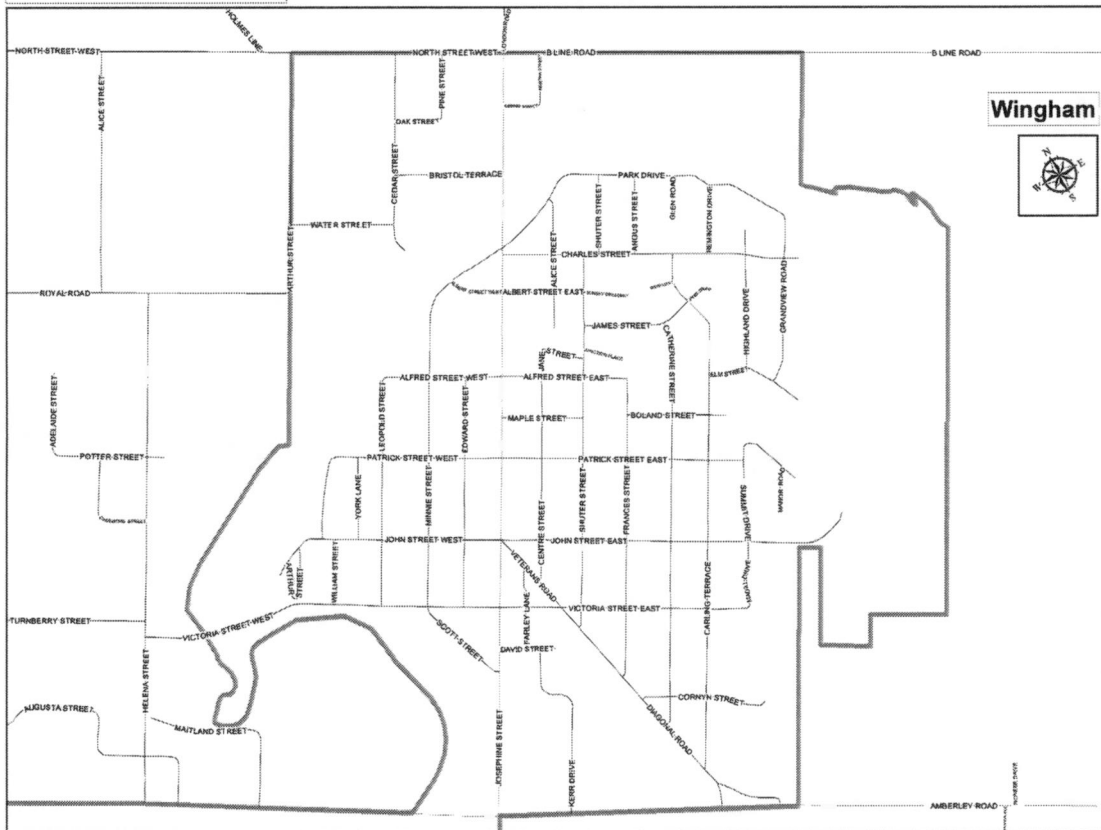
I/We have authority to bind the corporation

Initial. TB

APPENDIX 1

MAP(S) OF THE TOWNSHIP OF NORTH HURON

North Huron



East Wawanosh Ward

