

**The Corporation of the Municipality of West Grey**

**By-law Number 63 - 2016**

**Being**, a By-law to authorize the Mayor and CAO/Deputy Clerk to sign a Waste and Recyclables Collection Agreement between the Municipality of West Grey and Waste Management of Canada Corporation;

**Whereas**, the Municipal Act, S.O. 2001, C.25, section 11 (1) and 11 (2) provides that lower-tier municipalities may pass by-laws within certain spheres of jurisdiction, including waste management;

**Now Therefore the Council of the Corporation of the Municipality of West Grey hereby enacts as follows:**

1. That the Mayor and CAO/Deputy Clerk are hereby authorized to sign a Waste and Recyclables Collection Agreement between the Municipality of West Grey and Waste Management of Canada Corporation, attached as Schedule "A" to this by-law.
2. That this By-law shall be deemed to come into full force and effect on the date of its passing thereof.

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**Read** a first and second time this 4<sup>th</sup> day of July, 2016.

**Read** a third time and finally passed this 4<sup>th</sup> day of July, 2016.

\_\_\_\_\_  
(Signed)  
Mayor – Kevin Eccles

\_\_\_\_\_  
(Signed)  
CAO/Deputy Clerk – Larry C. Adams

**Schedule "A" to By-law Number 63 - 2016**

**Municipality of**



**Waste Management of Canada Corporation**  
**Agreement**

**WASTE and RECYCLABLES**  
**COLLECTION AGREEMENT**

THIS AGREEMENT made in duplicate this 1<sup>st</sup> day of July, 2016.

BETWEEN:

**THE MUNICIPALITY OF WEST GREY,**

hereinafter called the "Municipality",

The Party of the First Part

- and -

Waste Management of Canada Corporation,

hereinafter called the "Contractor",

The Party of the Second Part.

WITNESSETH, that the Contractor, for and in consideration of the payment or payments specified in this work, hereby agrees to furnish all necessary equipment, vehicles, fuel, tools, supplies, labour and other means, to the satisfaction of the Municipality, to do all the Work as described hereafter.

**1. DESCRIPTION OF THE WORKS:**

Haulage of the recyclable materials from curbside and/or the local depot sites to the processing facility, and the processing/marketing of the recyclable materials. The contracted services will also include curbside collection of household garbage and delivery to a designated site for disposal and the movement of bins between local depot sites.

**2. DEFINITIONS:**

**"Contract"** means the Agreement to do the work entered into with the Municipality;

**"Contractor"** means the Contractor who enters into an Agreement with the Municipality;

**"Depot Site"** means one or more public drop off sites operated by the municipalities for receiving and bulking Recyclables for transport which may be stand-alone sites or part of larger operations;

**"Garbage"** means regular household non-recyclable material set out by residents for curbside collection.

**"IC&I"** means Industrial, Commercial and Institutional

**"MOECC"** means the Ontario Ministry of Environment and Climate Change;

**"MRF" or "Material Recovery Facility"** means the licensed recycling processing facility where blue box materials are received, sorted and prepared for marketing;

**"Recyclables"** means materials allowable in the bluebox program and defined by the MRF;

**"Signing Officer"** means a representative of the Contractor's firm who has the authority to enter into a Contract on behalf of the Proponent;

**"Work"** means any services provided for monetary compensation by a Contractor under a contract awarded;

### **3. CONTRACT ADMINISTRATOR**

All communication concerning this contract will be directed to the contract administrator:

Director of Infrastructure and Public Works  
Municipality of West Grey  
4028013 Grey Road 4, RR 2, Durham, ON N0G1R0  
519-369-2200

### **4. YEARLY 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) A copy of compliance with MOE regulations as applicable for driver training and equipment operation.

### **5. SUB-CONTRACTORS**

The Contractor must have the written approval of the Municipality prior to assigning any work specified in this proposal to any sub-contractors. Sub-contractors shall be subject to the same terms and conditions as the Contractor. Any work performed by sub-contractors shall not relieve the contractor from the performance of any terms and/or obligations of the contract.

## **6. DAMAGE TO PROPERTY**

In carrying out the Contract, the Contractor shall ensure that no damage is caused to any property, public or private, or to any roadways, structures or other works or things.

Except as otherwise provided for in the Contract, if injury or damage is done, the Contractor shall make good the same, at its own expense, in a manner satisfactory to the Municipality.

The Contractor agrees to immediately report, to the Municipality, all incidents and accidents which could have resulted in serious injury or property damage or do result in serious injury or property damage.

## **7. CONTRACTOR'S VEHICLES AND EQUIPMENT**

The Contractor is obliged to maintain their vehicles and equipment in good order. Where, in the opinion of the Municipality, conditions are not suitable or safe for the use of certain vehicles or equipment, the Contractor will, upon the written order of the Municipality, carry out the work without the use of such equipment and no allowance will be made to the Contractor as a result of such restriction.

## **8. INSURANCE**

The Contractor shall, during the term of the Contract, obtain, maintain, and provide evidence of insurance coverage as described below with insurance companies licensed to conduct business in the Province of Ontario. The required insurance policies are as follows:

- a) Comprehensive General Liability in the amount of at least five million dollars (\$5,000,000) per occurrence. The Municipalities shall be named as an additional insured on all applicable policies.
- b) Standard Automobile and Non-Owned Liability Insurance in the amount of at least two million dollars (\$2,000,000). These policies should provide protection to the Contractor for all liability arising out of the use or operation of all owned or leased vehicles used by the Contractor, or its employees, agents, or subcontractors.
- c) Property insurance to cover the Contractor's and Municipal machinery and unlicensed equipment used in the performance of the work specified within the Contract from the perils of fire, theft, and all other extended coverage. This policy should be appropriately endorsed to include coverage while the Contractor's machinery and equipment is located on any work sites specified in the Contract and any Municipal equipment when located on the Contractors site(s).

- d) All such insurance shall be maintained until final completion of the work and the completion of the term of this Contract, and shall be endorsed to provide that the policy or policies will not be altered, cancelled or allowed to lapse without a minimum of thirty (30) days prior written notice by registered mail to the Municipality.
- e) The cost of such insurance will be the responsibility of the Contractor.

## **9. WORKERS' COMPENSATION**

The Contractor shall at all times pay or cause to be paid any assessment or compensation required pursuant to the Workers' Compensation Act. The Contractor shall hold harmless the Municipality from any claim under the provisions of the said Act.

The Contractor shall provide their valid Workplace Safety and Insurance Board (WSIB) certificate prior to the issue of any contractual agreement and shall maintain their coverage throughout the duration of the contract. The Contractor shall immediately notify the Municipality upon any change in the policy, coverage or claims resulting from performance of the work.

All work performed under this contract must comply with all requirements set out in the Occupational Health and Safety Act, R.S.O. 1990 and amendments thereto, and all applicable regulations.

## **10. 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.

## **11. INVOICING AND PAYMENT**

Payment will be made 30 days from receipt of an invoice from the Contractor and verification that goods/services listed have been provided to the satisfaction of the Municipality. All invoices shall include the Contractor's HST number, as applicable. All invoices must be supported by a detailed summary of bin

movements for each public depot clearly stating the location, date, type and number of containers transported.

The Contractor will maintain and keep sufficiently complete and accurate books, payrolls, accounts and records relating to the performance of the contract to permit their verification and audit and they will have no claim to payment unless such books, payrolls, accounts and records have been so maintained and kept.

Payments shall be effective July 1, 2016 and subject to an annual CPI adjustment described herein:

- a) Curbside Collection - \$220, 334 per year broken out as follows:
  - i. \$110,167 for curbside waste per year or \$9,180.58 per month;
  - ii. \$110,167 for curbside recycling per year or \$9,180.58 per month
  
- b) Bentick Depot – including the following options:
  - i. \$16.20 per lift for front load recycling with 4-yard or 6-yard bin; or
  - ii. \$35.00 per lift for front load waste 4-yard bins; or
  - iii. \$55.00 per lift for front load waste 6-yard bins; or
  - iv. \$70.00 per lift for front load waste 8-yard bins; or
  - v. \$180 per lift for single rolloff bins

Note: Currently, the Bentick site has fifteen 6-yard recycling bins and two 4-yard recycling bins at a monthly rate of \$1,193.40.

- c) Normanby Depot – including the following options:
  - i. \$16.20 per lift for front load recycling with 4-yard or 6-yard bins; or
  - ii. \$35.00 per lift for front load waste 4-yard bins; or
  - iii. \$55.00 per lift for front load waste 6-yard bins; or
  - iv. \$70.00 per lift for front load waste 8-yard bins; or
  - v. \$180 per lift for single rolloff bins

Note: Currently, the Normanby site has eleven 6-yard recycling bins at a monthly rate of \$561.60.

- d) Durham Depot – including the following options:
  - i. \$16.20 per lift for front load recycling with 4-yard or 6-yard bins; or
  - ii. \$35.00 per lift for front load waste 4-yard bins; or
  - iii. \$55.00 per lift for front load waste 6-yard bins; or
  - iv. \$70.00 per lift for front load waste 8-yard bins; or
  - v. \$180 per lift for single rolloff bins

Note: Currently, the Durham site has twenty 6-yard recycling bins and four 4-yard recycling bins at a monthly rate of \$1684.80.

## **12. ESCALATION**

Unit costs will be adjusted annually on the anniversary date of the Contract term starting July 1, 2017. The increase will be equal to the percentage change for the preceding 12 months and based on the Consumer Price Index for Ontario All Items using Cansim Table 326-0020, Vector Number 41691919. The escalation will take the previous 12-month index changes (i.e. July over July, August over August) starting in July and ending in June and calculate the average of the 12 months. The index can be found on the Statistics Canada website using the following link: <http://www5.statcan.gc.ca/cansim/home-accueil?lang=eng&p2=50&HPA=1>.

## **13. FORCE MAJEURE**

Delays in or failure in the performance of either party under any contract awarded under this proposal shall not constitute default hereunder or give rise to any claim for damages if and to the extent caused by occurrences beyond the control of the party affected, including but not limited to decrees of federal or provincial government, acts of God, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents ("force majeure"), but lack of finances, strikes or other concerted acts by workers, delay or failure arising out of the nature of the work to be done, or from the normal action of the elements or from any normal difficulties which may be encountered in the performance of the work, having regard to the nature thereof, shall in no event be deemed to be a cause beyond a party's control.

In the event that the performance of any contract awarded under this proposal, in the reasonable opinion of either party, is made impossible by force majeure, then either party shall notify the other in writing and the Municipality shall either; terminate the contract forthwith and without any further payments being made; or authorize the Contractor to continue the performance of the contract with such adjustments as required by the existence of the force majeure and agreed upon by both parties. In the event that the parties cannot agree upon the aforementioned adjustments, it is agreed by the parties that the contract shall be terminated.



## **14. PERFORMANCE SECURITY**

The Contractor, upon written notice from the Municipality, shall be required to furnish within seven (7) days, a performance bond, letter of credit or certified cheque for the amount of Fifty Percent (50%) of the total proposed annual contract price to guarantee the full and due performance of the Work, or portion of the Work, contracted including maintenance of the Work for a period of 12 months. This security shall be renewed annually.

## **15. CONTRACT TERM**

The contract term shall be ten (10) years. Following sixty (60) days' notice and upon mutual agreement by the Municipality and the Contractor, the contract may be extended as negotiated.

Notwithstanding the above, the Municipality may terminate the contract after the first five (5) years, by giving twelve (12) months written notice to the Contractor of such intent. The Contractor shall not be entitled to any monetary compensation for work done following the notification period.

## **16. 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.

- d) The Contractor shall permit the Municipality to audit the material quality, quantity, residue and any other records pertinent to the Contract on twenty-four (24) hours' notice. Any irregularities resulting from an audit that are not immediately corrected by the Contractor to the satisfaction of the Municipality may result the cancellation of the contract.
  
- e) The Municipality reserves the right to add to or delete materials from the list of Recyclables collected from time to time or as mandated by changes to legislation. Only materials that are able to be processed at the MRF shall be added and only following consultation with the Contractor. Additional materials required by changes to legislation shall be subject to mutual agreement by the Municipality and the Contractor and failing such mutual agreement, the Municipality reserves the right to require that the Contractor provide an alternative processor at a price to be negotiated and failing agreement, at a price to be mediated or arbitrated.

The Contractor shall charge a fee of \$60 per metric tonne for the processing of curbside recyclables and share fifty percent (50%) in the revenue from recyclable materials sold to market based on the Reclay Steward Edge Price Sheet Composite Index. 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. The processing fee of \$60.00 per tonne will be indexed using escalator described herein on the anniversary date of each consecutive year.

## **17. CURRENT WASTE PROGRAM**

The estimated number of homes in the Municipality of West Grey are 5,564 and bags must be tagged for collection. Currently waste and recycling is collected biweekly with the following schedule:

Monday - Glenelg and Durham  
Thursday - Normanby  
Friday - Bentinck

The service schedule and days of collection may be changed over the term of this Contract upon mutual agreement of both parties. Curbside waste volume will continue to go to designated municipal designated sites unless alternatives are requested by the Contractor. In these circumstances, the Contractors Mount Forest transfer site will be used at a cost of \$80 per metric tonne, indexed by using Stats Canada All items Ontario as described herein at the anniversary date of each consecutive year.

The Contractor shall service containers of garbage, from the Depot Sites and deliver to the designated landfill or transfer station or MRF. Containers shall be picked up during operating hours and delivered ½ hour prior to closing of the destination site, subject to Certificate of Approval operating restrictions, within 24 hours following notification by the Municipal representative. After hours' movement of containers may be possible subject to arrangement with the Municipality and any MOECC restrictions which apply at each depot site.

**IN WITNESS WHEREOF** the Municipality has hereunto affixed its corporate seal under the hands of its Mayor and the Contractor has hereunto affixed its corporate seal under the hands of its duly authorized officers.

Signed, Sealed & Delivered  
in the presence of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Contractor

**Municipality of West Grey**

\_\_\_\_\_  
Mayor - Kevin Eccles

\_\_\_\_\_  
CAO/Deputy Clerk - Larry Adams