

SCHEDULE "A" TO BY-LAW NO. 2020-37

THIS AGREEMENT made this 13th day of October, 2020.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF EAST FERRIS

HEREINAFTER CALLED "MUNICIPALITY"

OF THE FIRST PART

AND:

**JEAN LUC LABONTE O/A 1329483 ONTARIO LTD.
Carrying on business as R & D Recycling**

HEREINAFTER CALLED "CONTRACTOR"

OF THE SECOND PART

WHEREAS Section 10 (1) of the Municipal Act 2001 c.25 states "A single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public";

AND WHEREAS the Corporation of the Municipality of East Ferris finds it expedient to outsource the collection, removal and disposal of recycling materials to a contractor;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

1. INTENT

- 1.1 The Contractor shall carry out recycling collection, processing and associated services for all residents within the Municipality of East Ferris in accordance with the regulations of the Ministry of the Environment, Conservation and Parks subject to the overriding general control and direction of the Municipality, as an independent contractor and not as an employee or agent of the Municipality.
- 1.2 The Recycling Collection Area for the Municipality of East Ferris shall exclude the Islands of Trout Lake and Lake Nosbonsing, and Private Roads.

2. CONTRACT PERIOD

- 2.1 This Agreement shall commence on the 1st day of November, 2020.
- 2.2 This Agreement shall terminate on the 31st day of October, 2022, unless an extension is mutually agreed upon. There is an option for a maximum two (2) year extension, and any such agreement must be reached no later than June 30th, 2022. Upon agreement of a two (2) year extension, this contract shall terminate on October 31st, 2024.
- 2.3 Either party may terminate this Agreement for any reason upon providing three (3) calendar months notice, in writing, of its desire to terminate.
- 2.4 All notices shall be in writing and addressed as follows:

- a) Notice to the Municipality:
Municipality of East Ferris
390 Highway 94
Corbeil, Ontario P0H 1K0
- b) Notice to the Contractor:
Jean-Luc Labonté, c/o R & D Recycling
Highway 17 West
North Bay, Ontario P1B 8G5

3. COLLECTION SCHEDULE

- 3.1 The Contractor will be responsible to provide recycling collection on a bi-weekly schedule on indicated pick up days and service routes as outlined in this agreement. The schedule covers to the end of 2022. In the event of a contract extension, the schedule shall be up-dated and shall be submitted to the Municipality before it comes into effect.
- 3.2 Collection will take place for every existing and new road publicly maintained on an all year-round basis within the Municipality, on a house to house basis, bi-weekly.
- 3.3 Curbside pick-up will occur for every existing and new residential household on year-round municipally maintained roads. Other unmaintained or private roads are not required to be serviced by house to house pick-up but recycling materials from these residential households will be picked up at the nearest access (intersection) to the year-round municipally maintained road.
- 3.4 No collection shall be made on Sundays, Canada Day, Good Friday, Christmas Day and New Year's Day. Observance of other statutory holidays will be at the discretion of the Contractor. In the event a holiday not included in the Municipal Calendar is observed by the Contractor, they will advertise all revisions to the collection schedule in the local paper at least two (2) times, at least one week prior to the holiday.
- 3.5 The Contractor shall pick up as recycling materials the following:
- aluminum cans and metal cans (tin)
 - plastics #1 to #5 and #7
 - newspaper and fine paper
 - cardboard (corrugated), box board and juice boxes
 - glass

The following materials are no longer picked up: Styrofoam, Shrink-Wrap & Polystyrene (#6). They shall now be disposed of during the waste collection.

- 3.6 This contract is for the collection and processing of residential household recycling materials only. Service and pick-up for commercial, institutional and industrial properties do not form part of this agreement and payment for this service will be made directly to the Contractor by those requesting the service. The Municipality shall not be charged for the collection and processing of these materials. The Municipality does not guarantee payment of any supplementary service accounts.
- 3.7 Notwithstanding Subsection 3.8, the Contractor will be required to pick up and service all municipal facilities, including bear proof containers, as part of this Agreement.
- 3.8 The Contractor shall be responsible for all sorting, processing, disposal or resale of all recycling materials at the Contractors own facility.
- 3.9 The recycling collection schedule and recycling routes schedule are as follows:

RECYCLING COLLECTION SCHEDULES FOR 2020 -2022

RECYCLING COLLECTION SCHEDULE 2020

DATE	ROUTE #1 Wednesday Centre	ROUTE #2 Friday South (Astorville)	ROUTE #3 Wednesday North (Trout Lake)	ROUTE # 4 Thursday Centre
November	4,18	6,20	11,25	12,26
December	2,16,30	4,18	9,23	10,24

RECYCLING COLLECTION SCHEDULE 2021

DATE	ROUTE #1 <u>Wednesday</u> Centre	ROUTE #2 <u>Friday</u> South (Astorville)	ROUTE #3 <u>Wednesday</u> North (Trout Lake)	ROUTE # 4 <u>Thursday</u> Centre
January	13,27	2 (Saturday),15,29	6,20	7,21
February	10,24	12,26	3,17	4,18
March	10,24	12,26	3,17,31	4,18
April	7,21	9,23	14,28	1,15,29
May	5,19	7,21	12,26	13,27
June	2,16,30	4,18	9,23	10,24
July	14,28	2,16,30	7,21	8,22
August	11,25	13,27	4,18	5,19
September	8,22	10,24	1,15,29	2,16,30
October	6,20	8,22	13,27	14,28
November	3,17	5,19	10,24	11,25
December	1,15,29	3,17,31	8,22	9,23

RECYCLING COLLECTION SCHEDULE 2022

DATE	ROUTE #1 Wednesday Centre	ROUTE #2 Friday South (Astorville)	ROUTE #3 Wednesday North (Trout Lake)	ROUTE # 4 Thursday Centre
January	12,26	14,28	5,19	6,20
February	9,23	11,25	2,16	3,17
March	9,23	11,25	2,16,30	3,17,31
April	6,20	8,22	13,27	14,28
May	4,18	6,20	11,25	12,26
June	1,15,29	3,17	8,22	9,23
July	13,27	2 (Saturday),15,29	6,20	7,21
August	10,24	12,26	3,17,31	4,18
September	7,21	9,23	14,28	1,15,29
October	5,19	7,21	12,26	13,27
November	2,16,30	4,18	9,23	10,24
December	14,28	2,16,30	7,21	8,22

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RECYCLING ROUTES SCHEDULE FOR 2020 -2022

ROUTE #1 WEDNESDAY, WEEK 1 - CENTER – CORBEIL ROAD & INTERSECTION ROADS			
MAINTAINED ROADS		UNMAINTAINED ROADS *UNMAINTAINED*BRING RECYCLING TO THE NEAREST MAINTAINED INTERSECTION	
Bertha Road Big Moose Road Corbeil Road Guillemette Road Hurtubise Road Lavigne Road Nosbonsing Park Road Ouellette Road Quae Quae Road	Waukegan Road	Birchill Road Cherry Lane Doucette Lane Ellas Road Gauthier Road Kyle Road Lakeside Lane Madison Lane Maple Cove Road	Morgan Road Northwoods Drive Osborne Lane(North & South) Raspberry Lane Roy Road Shady Lane Sunrise Lane Trail's End Road Trillium Lane
ROUTE #2 FRIDAY, WEEK 1 - SOUTH – (ASTORVILLE)			
Astor St. (North & South) Astorville Road Belecque Road Blanche Road Booth Road Catherine Drive Cedar Bay Road Degagne Road Denise Drive Edmond Road Groulx Road	Hillcrest Road Hillside Road Philip Road & Park Drive Lake Nosbonsing Road Marina Road Perron Crescent Pargeter Drive Roger Road South Shore Road Trappers Court Village Road	AZ Road Bay Lane Bayview Road Loon Lane MacDonald Terrace (East & West) Marina Road Morris Lane Mullins Lane Narrows Road Perrennial Lane Souliere Lane	South Bay Lane Sure Strike Road Turgeon Lane
ROUTE #3 WEDNESDAY, WEEK 2 - NORTH (TROUT LAKE)			
Carriere Road Centennial Crescent Dube Road Dugas Road Durrell Road Fay Road Hwy. 17 Johnson Road Knutson Court Laundon Lane	Leroux Road MacPherson Drive Mirimishi Road Stepping Stone Drive	Bayshore Lane Deer Run Lane Durrell Road Forest Lane Island View Lane Maple Lane Martyn Lane Montcalm Lane Oban Ayr Lane One Mile Road	Primrose Lane Road to the Isles Shirlfred Lane Stoneclough Lane Whispering Pines Lane Woodcliffe Road
ROUTE #4 THURSDAY, WEEK 2 - CENTRE (CORBEIL & DERLAND AREA)			
Champagne Road Derland Road Dyment Road Eglington Road (North & South) Hwy. 94 (East of 4 Lane Hwy.) Meadow Drive	Mountain Road Ridgemount Road Scottsfield Road Taillefer Road Treadlightly Drive Voyer Road	Ashwood Drive	

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4. TIME OF COLLECTION

The Contractor will not begin collection before 7:00 a.m. on any pickup day.

5. EQUIPMENT

- 5.1 The Contractor shall ensure adequate equipment is available in order to perform all provisions of this agreement.
- 5.2 Trucks shall be equipped with all equipment and accessories as required by the Ontario Highway Traffic Act and any other Acts, Regulations or By-Laws that apply to the equipment operation.
- 5.3 All equipment shall be solely owned, leased, maintained and operated by the Contractor and/or its employees.
- 5.4 Sufficient equipment shall be available to ensure back-up is available in case of breakdown and to provide continuance of service.
- 5.5 All trucks are subject to inspection by Drivers and Vehicles personnel (Enforcement Section) at any time.
- 5.6 The Municipality will supply and install a two-way radio in the truck, if available, but will remove same upon termination of the agreement. The Contractor shall be responsible for any loss of, or damage to, the radio and its related equipment. Once the two-way radio is installed and the Contractor changes trucks during the agreement, the Contractor will be responsible for the cost of removing the radio and installing it in the new truck.
- 5.7 The following documentation will have to be provided for evaluation purposes; current CVOR, Copy of Level 2 CVOR, WSIB Insurance Certificate, accident history statement from WSIB, AGW for each truck and a copy of liability insurance. During the term of this Agreement, all CVOR and WSIB certificates shall be updated as required.
- 5.8 The Contractor and Operators will be requested to sign and adhere to the Municipal Health and Safety Policies by signing the responsibility agreement prior to starting construction.
- 5.9 The Contractor shall employ only trained, competent and skilled people.
- 5.10 The Contractor shall maintain in good standing all permits and licenses required by any authorities having jurisdiction over the business of the Contractor. This shall be done at the expense of the Contractor. The Contractor shall comply with all Federal, Provincial, and Municipal government laws and regulations which are applicable to its business. The Contractor further agrees and acknowledges that any violation of the Municipal Safety rules or legislated requirements of the Occupational Health and Safety Act or regulations is justification for immediate termination of its contract with the Municipality, without any further obligation on the part of the Municipality.
- 5.11 The recycling collection vehicle shall provide adequate space for curb side separation of recyclable items.

6. PERFORMANCE BOND

The Contractor shall deposit with the Municipality a Performance Bond in the format of a Letter of Credit or a Bond for twenty-five per cent (25%) of the Contract price before taxes, namely TWENTY ONE THOUSAND TWO HUNDRED AND THIRTY EIGHT DOLLARS AND NINETY FOUR CENTS

(\$21,238.94). The Performance Bond shall be for the duration of the Contract and made payable to the Municipality of East Ferris. The Performance Bond must also be irrevocable for the duration of the Contract. The Performance Bond may be drawn on by the Municipality to remedy any default by or damages caused by the Contractor.

7. **INSURANCE**

- 7.1 The Contractor shall indemnify the Municipality, its officers, employees and agents from all claims, demands, actions or other proceedings initiated by others arising out of, or attributed to anything done, or omitted to be done by the Contractor, its officers, employees or agents in connection with the services performed or required to be performed under this Agreement.
- 7.2 The Contractor shall maintain a policy of general liability insurance having limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property. The general liability policy shall include the Municipality as an additional insured, but only in respect of, and for the duration of the services to be performed under this contract and shall contain a cross liability clause endorsement.
- 7.3 Prior to the beginning of the Contract, and upon renewal of insurance policy, the Contractor must provide proof of insurance (certificate of insurance or certified copy of policy) to the clerk of the Municipality.
- 7.4 The Contractor shall maintain a policy of motor vehicle liability insurance for both owned and non-owned licensed vehicles having limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property.

8. **CONTRACTOR TO INVESTIGATE**

The Contractor states that they have satisfied themselves by personal examination of the location of the proposed collection and by such other means, as they prefer, as to the actual conditions and requirements of work.

9. **REPORTING**

- 9.1 The Contractor shall keep and maintain proper documentation to report monthly to the Municipality the following information:
 - a) Residential:
 - i) Total tonnage collected
 - ii) Total marketed tonnages
 - iii) Total delivered tonnages
 - iv) Breakdown of all materials recycled
- 9.2 The Contractor shall ensure each day’s pick up load is weighed by a certified scale.

10. **RECYCLING CONTAINERS**

Blue boxes or any other approved containers that are deposited at the end of driveways or private roads shall be collected and all containers shall be returned to the position and condition in which they were found. Any damage incurred that results in the blue boxes or containers being unusable as a result of collection shall be replaced at the Contractor’s expense.

11. **HOLIDAY COLLECTION**

In the event that recycling collection should fall on New Year’s Day, Good Friday, Canada Day or Christmas Day, the collection will be delayed one day after the above-mentioned statutory holiday. Observance of other statutory holidays will be at the discretion of the Contractor. The Contractor is to review the collection schedule yearly to insure any changes are included in the Municipal Calendar. In the event a holiday not included in the Municipal Calendar is observed by the Contractor, he will advertise all revisions to the collection schedule in the local paper at least two (2) times, at least one week prior to the holiday.

12. **COMPLIANCE**

The Contractor agrees that the Contractor and its employees shall at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders existing and as amended in respect of the performance of this Agreement.

The Contractor agrees to comply with municipal Harassment Policies and Health and Safety Policy and be in compliance with municipal standards when dealing with difficult behavior.

13. **FEES AND PAYMENT**

- 13.1 The Municipality agrees to pay the Contractor for the curbside collection of recyclable materials through 12 equal monthly installments of eight thousand (\$8,000.00) dollars per month (including HST) for a total annual fee of ninety six thousand dollars (\$96,000) including HST.
- 13.2 The Municipality agrees to pay the Contractor ninety dollars and forty cents (\$90.40) per tonne (HST included) for the sorting and processing fee of recyclable materials collected as part of this Agreement per year based on monthly invoices which are to be submitted by the Contractor to the Municipality.
- 13.3 A fuel surcharge may be charged by the Contractor in the event the price per liter of diesel exceeds one dollar and fifteen five cents (\$1.15). The fuel surcharge will be the difference between one dollar and fifteen five cents (\$1.15) per liter for diesel fuel and the actual cost at the pump based on a maximum consumption of 300 litres of diesel fuel weekly to perform the collection.

The Contractor shall keep, maintain, submit proof of each fuel surcharge and shall indicate these amounts on each invoice which is to be submitted to the Municipality.
- 13.4 A rebate shall be implemented and payable to the Municipality of East Ferris should the re-sale value of the recycle materials of any category exceed ten percent (10%) of the base value of May 1st, 2016. The rebate shall be the difference above the 10%, (i.e.: resale for cardboard increases by 15%, the Municipality should receive 15% - 10% = 5% Rebate). The Contractor shall keep, maintain, submit proof of each rebate implemented and shall indicate these amounts on each invoice which is to be submitted to the Municipality.

Current Market Values are as follows:

a) Cardboard:	\$159/tonne	b) Newspaper:	\$98/tonne
c) Plastics #1:	\$ 0.12/lb	d) Plastic #2:	\$0.22/lb
d) Aluminum:	\$ 0.62/lb	e) Tin:	\$120/tonne

- 13.5 The Contractor shall keep, maintain and submit proof of each surcharge and/or rebate provided and shall indicate these amounts on a monthly invoice which is to be submitted to the Municipality.
- 13.6 Additional collection services may be provided upon mutual agreement (i.e.: new subdivisions) and will be charged separately by the Contractor at a rate of \$120/hour based on a pre-agreed average time required to collect materials on the new added route.

14. WORKERS SAFETY AND INSURANCE ACT

- 14.1 The Contractor shall at all times pay, or cause to be paid, any premiums or compensation required to be paid pursuant to the Workers Safety and Insurance Act and upon failure to do so, the Municipality may pay such premiums or compensation to the Workplace Safety and Insurance Board, and shall deduct or collect such expenses from any amount owing by the Contractor.
- 14.2 The Contractor shall, at the time of entering into any contract with the Municipality, make a Statutory Declaration that all premiums or compensations payable to the Workplace Safety and Insurance Board have been paid and the Municipality may, at any time during the performance or upon completion of such contract, require further Declaration that such premiums or compensations have been paid.

15. ASSIGNMENT AND SUBLETTING

- 15.1 The Contractor shall not assign or sublet this Contract or any part thereof or any benefit or interest herein or hereunder, without the written consent of the Municipality.
- 15.2 This Agreement shall be binding upon both parties, their heirs, successors, executors and any permitted assign.

16. DISCHARGE OF EMPLOYEE

Should any overseer, mechanic, driver or workman employed on or about the work or in connection therewith give any just cause for complaint (of which the Municipality shall be the sole judge), the Municipality shall notify the Contractor in writing stating the reason therefore, and the Contractor shall dismiss such person forthwith, and the Contractor shall not employ such person on any Municipality work without the consent in writing of the Municipality.

17. SAVE HARMLESS AND INDEMNIFICATION AGREEMENT

- 17.1 The Contractor agrees that they shall save harmless and indemnify the Municipality of East Ferris with respect to any penalties imposed on the Municipality of East Ferris arising out of the operation of this Contract under the Occupational Health and Safety Act, R.S.O. 1990 Chapter O.1, as amended.
- 17.2 It is further agreed that any penalty paid by the Municipality of East Ferris under the Occupational Health and Safety Act may be set off against any monies owing by the Municipality to the Contractor as a result of services provided by the Contractor.

18. LIABILITY

The Contractor acknowledges that they understand that if they violate any of the terms and conditions of this agreement, they will be fully responsible for whatever damages that may arise.

19. COMPLAINT PROCESS

- 19.1 The Contractor shall respond to all public inquiries and complaints regarding the Municipality's Recycling Program. The following procedures shall be followed for each complaint or inquiry:
- a) Upon receipt of a telephone call from the Municipality, the Contractor shall investigate the nature of the complaint or inquiry and take all necessary steps to resolve the complaint or inquiry and respond to the complainant. Upon receipt of a complaint from a member of the public, the Contractor shall immediately notify the Municipal Engineer;
 - b) The Municipality shall also follow up on the telephone call via a facsimile to the Contractor detailing the nature and location of the complaint or inquiry;
 - c) The Contractor shall notify the Municipality of what action will be taken to resolve the complaint or to answer the inquiry;
 - d) Non-compliance from a resident regarding the disposal of Blue Box Materials in accordance with our operation shall be identified by the Contractor and the Driver/Operator shall inform the Municipal Engineer of the issue. Furthermore, in any event that the issue persists, and where the Contractor is authorized not to collect the curb side materials, the Driver/Operator shall immediately inform the Municipal Engineer of the action taken and/or not taken. Notification stickers will be provided and are to be used to notify a resident of an ongoing issue.
- 19.2 The Contractor agrees that the Municipality may provide from time to time incidental direction to the Contractor and its employees in respect of the performance of the work referred to in this Agreement and agrees that the Contractor and its employees shall comply with and observe such direction.

20. TERMINATION OF CONTRACT

This contract may be terminated, by either party giving the other three (3) calendar months' notice, in writing, of its desire to terminate it.

21. ANNUAL REVIEW

The contract will be reviewed on its anniversary each year, and payment will be adjusted based on the Consumer Price Index for the year.

22. ENTIRE AGREEMENT:

This Agreement and any appendices attached constitute the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendments to this Agreement must be in writing, duly executed by both parties.

IN WITNESS THEREOF the parties hereto have set their hands and seals this
13th day of October, 2020.

WITNESS)	THE CORPORATION OF THE MUNICIPALITY
)	OF EAST FERRIS
)	
)	
)	
)	_____ Mayor
)	Pauline Rochefort
)	
)	
)	_____ Clerk
SIGNED, SEALED AND)	Monica Hawkins
DELIVERED IN THE)	
PRESENCE OF)	
)	
_____ Witness)	_____ Owner
)	Jean Luc Labonté
)	O/A 1329483 Ontario Limited