

**SCHEDULE "A" TO BY-LAW NO. 2020-38**

**THIS AGREEMENT made this 13<sup>th</sup> 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 garbage collection 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**

The Contractor agrees with the Municipality that it shall **collect garbage, rubbish and other waste material** within the Municipality of East Ferris, in accordance with the Waste Management By-Law No. 2013-15 and 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 and shall take all garbage so collected only from within the Municipality to the Municipal Landfill Site located on Lot 19, Concession 6, Municipality of East Ferris, being composed of 100 acres, being legally described as Parcel 9593 in the Register for Widdifield and Ferris.

- 1.1 The Garbage Collection Area for the Municipality of East Ferris shall exclude the Islands of Trout Lake and Lake Nosbonsing, and Private Roads.
- 1.2 The Waste Disposal shall be in accordance with the Design and Operation Report – February 2013 prepared by R.J. Burnside and Associates Limited and shall be deposited as directed in accordance with Municipal operations.
- 1.3 The Contractor shall haul the collected waste to the above-mentioned Municipal Landfill Site which operates under the Certificate of Approval – A 531103.

**2. CONTRACT PERIOD**

- 2.1 This Agreement shall commence on the 1<sup>st</sup> day of November, 2020.

- 2.2 This Agreement shall terminate on the 31<sup>st</sup> 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 30<sup>th</sup>, 2022. Upon agreement of a two (2) year extension, this contract shall terminate on October 31<sup>st</sup>, 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

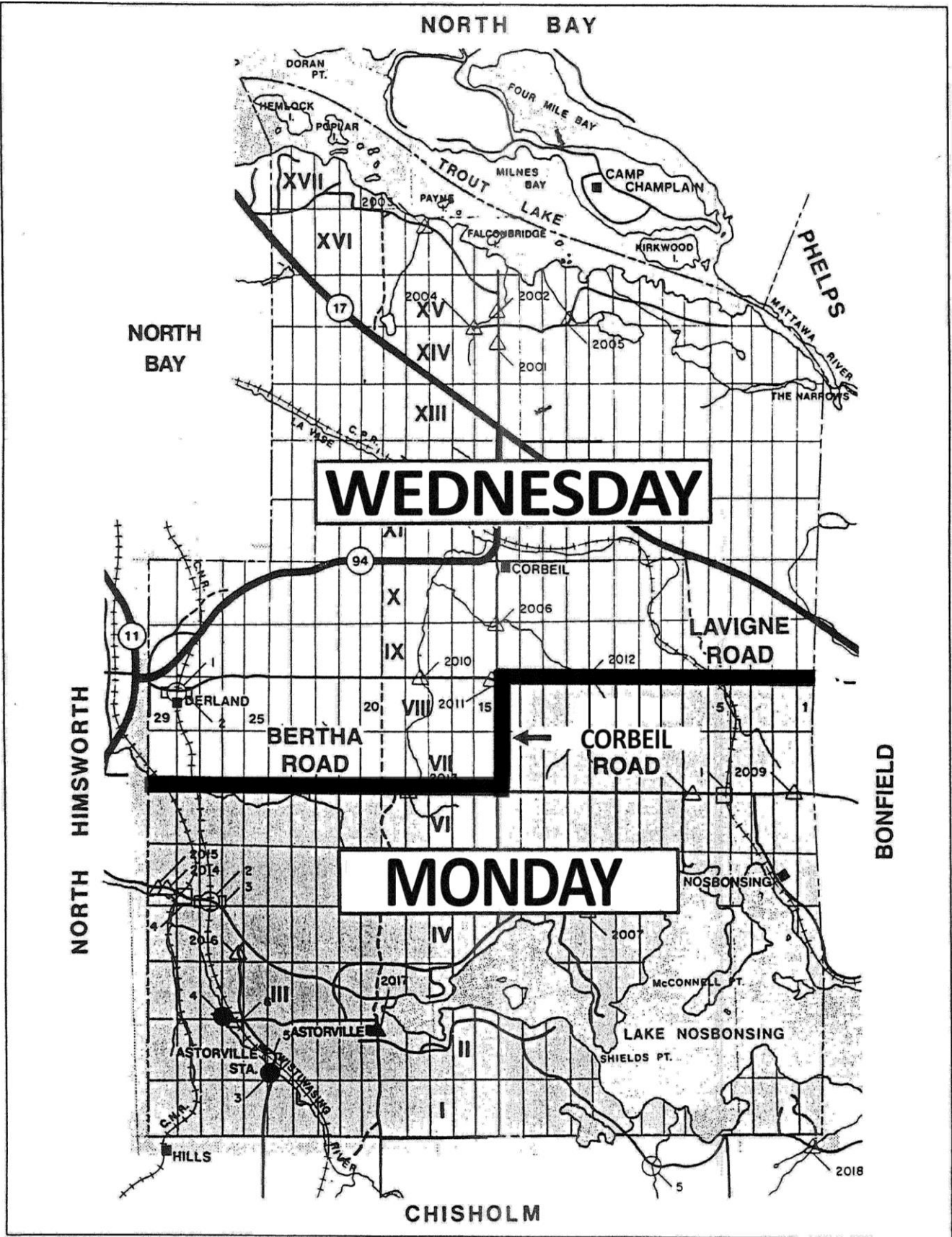
### **3. COLLECTION SCHEDULE**

- 3.1 The Contractor will be responsible to provide garbage collection on a weekly schedule on indicated pick up days and service routes as outlined in this agreement.
- 3.2 Collection will take place on every existing and new road publicly maintained on an all year-round basis within the Municipality, on a house to house basis, weekly.
- 3.3 Curbside pick-up will occur for every new and existing 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 garbage materials from these residential households will be picked up at the nearest access (intersection) to the year-round municipally maintained road from bins in accordance with the Waste Management By-Law No. 2013-15.
- 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 This contract is for the collection of residential household garbage materials only. Service and pick-ups 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 of these materials. The Municipality does not guarantee payment of any supplementary service accounts.
- 3.6 The Contractor shall compensate the Municipality for commercial, institutional and industrial garbage waste disposed of at the Municipal Landfill Site based on the residential volume equivalency (i.e. 3 bags per household per week).
- 3.7 Notwithstanding Subsection 3.5, the Contractor will be required to pick up and service all Municipal facilities including bear proof containers as part of this

Agreement.

- 3.8 Residential pickup is based on a 3 bag / 2 cans limit. In any event that a resident pays for additional pickup, the Contractor will be supplied the authorized exceedance.
- 3.9 The garbage route schedule is as follows:

GARBAGE ROUTE SCHEDULE



#### **4. TIME OF COLLECTION**

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

#### **5. EQUIPMENT**

- 5.1 The Contractor must use a packer for the weekly collection. A back-up truck, not necessarily a garbage packer, must also be available.
- 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 Contractor shall maintain in good operating standing the waste collection equipment to ensure no excessive leak is found, debris are not falling off the vehicle, etc. in order to have no negative impact to the environment during its collection.

## **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 TWO THOUSAND AND FIVE HUNDRED AND SIXTY SIX DOLLARS AND THIRTY SEVEN CENTS (\$22,566.37) DOLLARS. 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 waste collection and by such other means as he prefers, as to the actual conditions and requirements of the work.

## **9. LOCATION OF PICK-UPS**

- 9.1 The Contractor will be required to pick up the garbage and other refuse on Municipally maintained roads only from the curb side or road side adjacent to the householder's premises with no cross-over, and all garbage containers shall be returned to the position from which same were received by the Contractor and the covers therefore shall be left immediately adjacent to such garbage cans.
- 9.2 Other unmaintained or private roads are not required to be serviced by house to house pick-up.

## **10. REFUSE CONTAINERS**

The Contractor will be required to pick-up all street garbage from containers

including communal receptacles (garbage bin) located at intersections of the nearest maintained roads and sponsored by the Municipality as well as to service all Municipal buildings. All garbage containers shall be returned to the position and condition in which they were found.

**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 ensure 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. CHRISTMAS TREES**

The collection of Christmas trees after the Christmas holiday season **shall not be** part of this contract.

**13. SPECIAL COLLECTIONS**

The collection of household furniture, appliances or any large heavy items normally set out only for a special spring clean-up **will not be** part of this contract.

**14. DISPOSAL SITE**

All garbage collected by the Contractor must be deposited at the municipal landfill site as directed by the operation.

**15. 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 the municipal Harassment Policy and Health and Safety Policy and be in compliance with municipal standards when dealing with members of the public displaying difficult behavior.

**16. FEES AND PAYMENT**

16.1 The Municipality agrees to pay the Contractor for the weekly curbside collection of waste materials through 12 equal monthly installments of eight thousand five hundred dollars (\$8,500.00) per month (including HST) for a total annual fee of one hundred and two thousand dollars (\$102,000) including HST.

16.2 A fuel surcharge may be charged by the Contractor in the event the price per liter of diesel exceeds one dollar and fifteen cents (\$1.15). The fuel surcharge will be the difference between one dollar and fifteen 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.

- 16.3 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 waste on the new added route.

## **17. WORKERS SAFETY AND INSURANCE**

- 17.1 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.

## **18. ASSIGNMENT AND SUBLETTING**

- 18.1 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.
- 18.2 This Agreement shall be binding upon both parties, their heirs, successors, executors and any permitted assign.

## **19. 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.

## **20. SAVE HARMLESS AND INDEMNIFICATION AGREEMENT**

The Contractor agrees that he 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.

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.

## **21. LIABILITY**

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

## **22. COMPLAINTS PROCESS**

22.1 The Contractor shall respond to all public inquiries and complaints regarding the Municipality's Garbage Collection. 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 waste in accordance with our Waste By-Law 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 the Contractor is authorized not to collect the waste, 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.

22.2 The Contractor agrees that the Municipality may provide from time to time incidental advice 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.

## **23. 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.

## **24. 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.

## **25. 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 WHEREOF the parties hereto have set their hands and seals this 13<sup>th</sup> 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