

SCHEDULE "A" to By-law 2011-31

THIS AGREEMENT made in duplicate this 2nd day of December 2011,

between

Andre Bergeron, doing business as "**B.A.G. Recyclage**"

hereinafter called the "Contractor"

THE PARTY OF THE FIRST PART

and

THE CORPORATION OF THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA,

hereinafter called the "Municipality"

THE PARTY OF THE SECOND PART.

WITNESSETH that in consideration of the covenants hereafter reserved and contained and in consideration of the fulfilment of the respective promises and obligations herein set forth, **THE PARTIES HERETO AGREE AS FOLLOWS:**

GENERAL CONDITIONS

1. The Contractor hereby agrees to pick-up uncontaminated recyclable material placed in clear/transparent plastic or clear blue plastic bags left curbside on the routes as described in Appendix B to this Schedule, which are publicly maintained by the United Townships of Head, Clara & Maria and transport the materials to his recycling processing plant where the material will be processed and sold by the Contractor, all proceeds remaining the sole property of the Contractor, save and except for any scrap metal as described in paragraph 4 of this contract.
2. Any collected material which is not recyclable will be returned to the Municipal waste disposal site in Stonecliffe for disposal. The Contractor will be granted access to the disposal site for this purpose and will inform the disposal site attendant of the amount and type of material being deposited.
3. Recyclables from commercial establishments and from Bissett Creek and Deux Rivieres residents will be collected by the Contractor from a depot bin located in a mutually acceptable central location located beside the Municipal garage in Stonecliffe.
4. The Contractor hereby agrees that all recycling collection services shall be performed promptly, neatly, carefully, thoroughly and efficiently and shall comply in all respects with the provisions, conditions and terms contained herein and with Ministry of the Environment conditions.
5. Large furniture, appliances (including white goods) and other cumbersome matter will be collected, curbside, twice per year, in spring and fall with dates to be determined and advertised prior to the agreed upon date. It is acknowledged that these collections may be cancelled if it is in the agreement of the parties that they are not necessary for any reason. These same materials will be removed from the Township disposal sites by the recycler from time to time as required.
6. Upholstered chairs, couches and mattresses will be collected from our disposal sites in Stonecliffe and Bissett Creek from time to time as quantity demands.
7. The municipality shall pay to the contractor \$12.00 per couch or large mattress and \$6.00 per single mattress or upholstered chair for processing. The contractor will separate the materials from these articles, recycling those which are recyclable and returning the others to the Stonecliffe disposal site.
 - a. Payments for the above items will include the number of units multiplied by the stated price plus HST. Failure to provide an HST registration number on the invoice will result in the HST not being paid by the Municipality.
 - b. The contractor shall ensure that accurate records are submitted to the office or landfill attendant indicating how much material is being returned to the disposal site from the processing of these materials.

- c. For record keeping purposes, an invoice will be issued to the Municipality requesting payment for these materials outlining the total number of articles and total fees requested by the contractor.
8. The Contractor shall pay to the Municipality \$25.00 (plus HST) per tonne for scrap metal which he has removed from the site at his expense and sold. A fixed payment of \$25 (plus HST) per tonne shall be made to the Municipality at least annually without consideration being given to the price the contractor has achieved through sale.
 - a. For record keeping purposes, a receipt will be issued with payment for this material outlining the total tonnage and total fees paid to the Municipality by the contractor.
9. The Municipality shall produce and distribute from time to time information in the municipal newsletter detailing information about the benefits of recycling, accepted materials and any program changes.
10. All designated routes shall receive a recycling collection every second Monday not to be commenced earlier than 7:00 a.m.
 - a. If the scheduled Monday should fall on a holiday, collection shall take place on the next day that is not a holiday.
11. Should a change to the agreed collection times or to the agreed list of recyclable material be desired by the Contractor and be approved by the Townships of Head, Clara & Maria, then the Contractor shall inform the residents of the municipality of all such changes by notification sheets being placed in the mail boxes (or on the door steps of each resident) by the Contractor at least two weeks (2) before such changes are to come into affect. If the changes are at the Municipality's request, it will be the Municipality's responsibility to advertise those changes.
12. The Contractor shall gather up any recyclable material that may have been spilled from recycling containers used for holding the material as a result of his work. The Contractor further agrees to report to the Municipality any person who does not take proper care with or participate in the recycling program by indicating details and the 911 address in regular reports.
13. It is agreed that the Municipal Council, or its authorized representatives, shall have the final authority with respect to all issues concerning recycling collection within the municipality. The Council of the United Townships of Head, Clara & Maria shall determine whether the Contractor has fulfilled the terms of this Contract.
14. The Contractor shall provide all and every kind of labour, machinery, plant, structures, materials, equipment and money necessary for the provision of the services required of the Contractor hereunder. The Contractor will be responsible for and will be the employer of, all persons involved in the collection of the recyclable materials. The Contractor shall have the necessary replacement equipment available in the event of any equipment breakdown. The Municipality is acknowledged not to have any obligations with respect to any of the Contractor's employees including salaries, vacation pay, statutory deductions, employer health tax or otherwise.
15. The Contractor shall be solely responsible for the sale of 100% of the recyclable materials.
16. The Contractor shall ensure that all recyclable materials collected will be processed and transported to markets as efficiently and quickly as possible so as to avoid damage or contamination during storage.
17. The Contractor shall be responsible for all costs related to rejections by end markets due to quality of recyclable materials. Any rejected materials shall not be returned to the municipal disposal site in Stonecliffe but will be the responsibility of the Contractor to dispose of at his expense.
18. The Contractor shall ensure that all applicable licenses and permits required for the operation of vehicles and the collection and transportation of recyclables are obtained and kept up to date and prove to the satisfaction of the Municipality from time to time as

the Municipality may require, evidence that all licenses or permits have been acquired and are in full force and effect. Costs of said licenses and permits are the sole responsibility of the Contractor.

19. The Contractor must demonstrate compliance with the *Business Names Act*, R.S. O. 1990, chapter B17 by supplying to the municipality proof that the business name has been registered with the Province of Ontario.
20. The Contractor shall, at all times, pay or cause to be paid any assessment or compensation required to be paid pursuant to the *Workplace Safety and Insurance Act* (and/or its provincial equivalent), and upon failure to do so, the Corporation may pay such assessment or compensation to the appropriate boards or companies and to deduct or collect such expense from the monies due hereunder.
21. In carrying out the work as described herein, the Contractor must be careful not to cause injury or damage to any property, public or private, and he must make good the same, at the Contractor's own expense, in the manner directed by and to the satisfaction of the Municipality.
22. The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done or caused by him or his employees, or resulting from the execution of the works, or any of his operations, or caused by reason of the existence or location or condition of the works or of any materials, equipment or machinery used thereon or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions or covenants, and agrees to hold the Corporation harmless and indemnified for all such damages; and, in case of the Contractor's failure, neglect or omission to observe and perform faithfully and strictly all of the provisions of this contract, the Corporation may, either with or without notice (except where in these conditions notice is specifically provided for, and then upon giving the notice therein provided for) take such steps, procure such material, plant, trucks and men, and do such work or things as they may deem advisable towards carrying out and enforcing same, and any and all expenses so incurred may be deducted from the monies due hereunder, and any such action by the Corporation as it is herein empowered to take, shall not in any way relieve the Contractor of his surety from any liability under the Contract.
23. If the Contractor fails to pick up recycling from households on a whole road or street, the Contractor shall be obliged to return the following day and pick up the missed material.
24. The Contractor shall, at the time of entering into any Contract with the Corporation, make a statutory declaration that all assessments or compensations payable to the appropriate authorities have been paid, and the Corporation may at any time during the performance or upon the completion of such contract require a further declaration that such assessments or compensation have been paid.
25. If HST is to be collected, all billings will include price plus HST and all invoices will include a "HST Registration Number". Failure to provide an HST registration number on the invoice will result in the HST not being paid by the Municipality.

26. INDEMNIFICATION

The Contractor shall indemnify and save harmless the Corporation and their employees from all actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of a requirement of this Agreement, save and except for damage caused by the negligence of the Corporation or their employees.

27. INSURANCE

a. COMMERCIAL GENERAL LIABILITY

The Contractor shall, at his expense, obtain and keep in force during the term of this Agreement, *Commercial General Liability Insurance* satisfactory to the Corporation, and including the following:

- i. a limit of liability of not less than \$1,000,000.00;
- ii. the Corporation shall be named as an additional insured;
- iii. the policy shall contain a provision for cross liability in respect of the named insureds;
- iv. non-owned automobile coverage with a limit of at least \$1,000,000.00 including contractual non-owned coverage;
- v. products and completed operations coverage (Broad Form);
- vi. that 30 days prior notice of an alteration, cancellation or material change in policy terms which reduces coverages shall be given in writing to the Corporation;
- vii. owner's and contractor's protective coverage;

b. AUTOMOBILE

The Contractor shall obtain and keep in force for the duration of this contract, automobile insurance under a standard Automobile Policy with limits not less than \$1,000,000.00 in respect of each owned or leased licensed vehicle.

c. PROOF OF INSURANCE

The Contractor shall provide, together with its executed agreement, a certificate(s) of insurance of certified copy(ies) of the above-referred to policies, satisfactory to the Corporation, together with proof of renewal at least ten (10) days prior to expiry. Provided that if a certificate is provided, all requirements as above set forth must be shown on the said certificate and notwithstanding the provision of any certificate, the Corporation may require that the Contractor provide a certified copy of the policy, if required.

28. The parties hereto agree that the work to be performed under the contract or any part thereof or any monies or orders payable under this contract shall not be assigned or sublet by the Contractor without the written approval of the Municipality. It is further agreed that in the event the said written authority is given, it shall not operate under any circumstances to relieve the Contractor of his liabilities and obligations under this Contract.

29. The Contractor is responsible to ensure that complaints are handled promptly and the situation rectified to the satisfaction of the Municipality.

30. TERMINATION AND/OR PENALTIES

If the Contractor is found to be in default in the performance of any of the obligations contained in this Agreement, the Municipality has the right to demand compliance with the Agreement and if the Contractor continues to be in default the Municipality shall be entitled to withhold payment and/or terminate the contract within sixty (60) days of prior written notice.

The Municipality shall be entitled to terminate this Agreement on seven (7) days prior written notice upon the occurrence of any of the following events:

- (i) The Contractor makes an assignment in bankruptcy, files a proposal in bankruptcy, or is adjudged to be bankrupt, shall commit an act of bankruptcy or otherwise acknowledge its insolvency;
- (ii) A receiver or receiver and manager shall be appointed of any or all of the Contractor's assets; or
- (iii) Should the Contractor abandon this contract.

31. If, at any time, during the continuance of the work, in the opinion of the council of the Municipal Corporation of the United Townships of Head, Clara & Maria, the said work is not being carried out in accordance with the specifications and conditions contained in the contract, or in the opinion of the Municipal Council, there are substantial ratepayer complaints with respect to the collection of recyclables or in the opinion of the Municipal Council the work is not being carried out in a good and workmanlike manner, the Municipality shall have the right to terminate the contract forthwith.

32. In the event of the termination of the contract, pursuant to this provision, the Contractor shall not be entitled to receive further payment until the termination date of the contract,

provided that if the unpaid balance of the full contract price exceeds the expense of completing the work, such excess shall be paid to the Contractor. In the event the expense of completing the work pursuant to this contract shall exceed such unpaid balance, the Contractor shall pay the difference to the Municipality.

33. The Contractor shall, at all times, carry on the work in a manner which will create the least interference with vehicular traffic consistent with the faithful performance of the work.
34. Any additional private contracting the Contractor chooses to take on must not conflict with or interfere with the work undertaken in this contract.
35. The term of this contract shall be for thirty-six (36) months and shall commence on the 1st day of January 2012 and conclude on the 31st day of December 2014. The contract may be renegotiated or extended at completion date by agreement between the parties.
36. The Municipality shall pay to the Contractor the sum of \$24,400.00 (plus HST) for the 2012 contract year for the provision of curbside recycling pick up from private residences in Mackey and Stonecliffe.
 - a. As with other municipal contracts, in order to remain fair to contractors, the annual contract fees/costs/charges will be increased on January 1 annually by the percentage increase of the Consumer Price Index calculated on the October to October rate change.
 - b. An increase of less than 1% will not be reflected annually.
 - c. A decrease will not be reflected in the annual fee/cost/charge.
37. Payment shall be on a monthly basis with the payments to be made on the last day of each and every month for the previous month's work. Such monthly payment shall be one-twelfth (1/12) of the annual contract sum.
38. The Contractor shall be required to complete and submit to the Municipality on a monthly basis, reports provided by the Municipality which will include the total amount and weight of recyclables collected, the number of bags collected and the amount of waste returned to the Township landfill site. Statistics are required to complete annual reports to the Ministry of the Environment. The Municipality reserves the right to amend these reports from time to time as demands require.
39. Should any section, subsection, clause or provision of this contract be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this contract as a whole or any part thereof, other than the part so declared to be invalid.

DEFINITIONS

"Bag" shall mean a standard size clear or transparent waste bag no larger than 24 inches X 36 inches and weighing no more than 40 pounds when full.

"Household" is one of the following:

- a single family dwelling, permanent or seasonal;
- a unit in a duplex, triple, or townhouse;
- an apartment unit.

"Recyclable material" includes all items listed in Appendix "A" hereto.

"Municipality" shall mean the Corporation of the United Townships of Head, Clara & Maria.

"Township(s)" refers to or belonging to the Municipality of the Corporation of the United Townships of Head, Clara & Maria.

IN WITNESS WHEREOF the parties hereto have set their hands and seals or caused their corporate seals to be affixed, attested by the signatures of their proper officers on their behalf.

SIGNED AT THE hamlet of Stonecliffe in the Townships of Head, Clara & Maria in the County of Renfrew this ____ th DAY OF December 2011.

B.A.G. Recyclage

Signing Authority

Witness

SIGNED AT THE hamlet of Stonecliffe in the Townships of Head, Clara & Maria in the County of Renfrew this ____ th DAY OF December 2011.

THE CORPORATION OF THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA

Reeve

Witness

Clerk

Witness

"APPENDIX A"

RECYCLABLE MATERIALS LIST

All containers/material must be clean. Containers must be rinsed so that no food particles remain in or on the container. Unclean material will end up in the landfill.

PLASTIC BAGS - All plastic bags except chip and cereal bags.

ALUMINUM FOIL/PLATES

METAL and ALUMINUM CANS - SOUP, POP, BEER, JUICE, etc....

-It's very important to empty and rinse the cans to prevent contamination of other materials and discourage bacterial growth. It is not necessary to remove outside paper from cans! It is advisable to push the lids down inside cans to prevent injuries during handling.

EMPTIED AND DIED - PAINT CANS, AEROSOL CANS, SMALL PROPANE TANKS

CARDBOARD - All types of boxes and boxboard broken down and flattened.

MILK AND JUICE BOXES/CARTONS - All milk and juice cardboard is recyclable - please rinse thoroughly.

ALL PLASTIC CONTAINERS

-Very important to rinse the food containers. - Otherwise it will end up in your landfill. E.g.: Ketchup-mustard margarine/yogurt tubs etc. must be clean.

PLASTIC BOTTLES - All plastic water, pop, liquor and juice bottles.

STYROFOAM - Very important to clean food from Styrofoam.

PAPER PRODUCTS

Newspapers, Egg Cartons, Magazines, Catalogues, Telephone Books, Office Paper, Household Junk Mail, Envelopes

BROWN PAPER

-potato bags, flour bags, sugar bags

GLASS CONTAINERS, BOTTLES, JARS

-All colours of glass and glass containers. PLEASE rinse all food and beverage containers. **Please Put Any Broken Glass in a Sealed Container to Prevent Injuries.**

WASTE OIL PRODUCTS

-Used oil, oil filters, and oil containers. Do not put oil containers with the rest of the recyclables to avoid contamination. Please set aside. **It's Very Important to Separate the Oil Products from All Other Recycling Materials.**

SMALL APPLIANCES

-We will collect small appliances, computers and other electronics (toasters, vcrs, dvds, microwaves etc.)

LARGE APPLIANCES (fridge, sofas etc.) will be collected twice a year in a special pickup - dates and times will be advertised well in advance.

“APPENDIX B”

MACKEY AND STONECLIFFE COLLECTION ROUTES.

Recycling pickup will take place from the driveways of Highway 17 in Mackey and Stonecliffe and along Municipal Roads up to the snowplow turnarounds.

Residents from private roads are required to bring their garbage and/or recyclables to the ends of their roads where they connect to the Municipal roads.

In summer, cottagers and seasonal residents will deposit their waste at the ends of these roads for collection as well.

The municipal roads to be travelled in the collection route include:

- ↘ TransCanada Highway 17 from # 38065 to and including #41391
- ↘ Harvey Creek Road
- ↘ Jobidon Road
- ↘ Boudreau Road
- ↘ Francoeur Road
- ↘ Ashport Road
- ↘ Donnelly Road
- ↘ Mackey Creek Road
- ↘ Desjardins Road
- ↘ Jennings Road
- ↘ Pine Valley Road
- ↘ Township Hall Road
- ↘ Loggers Road
- ↘ Boat Launch Road

Applicable Maps are available for reference.