

THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

BY-LAW 04-02-151

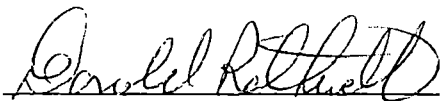
A By-Law to authorize the Township of Whitewater Region to enter into an Agreement regarding collection of Recyclables.

- WHEREAS: 1. Section 208.2 and Section 208.3(1)(g) of the Municipal Act, R.S.O. 1990 authorizes a Municipality to enter into an agreement regarding the collection, removal and disposal of recyclables.
2. The Council of the Corporation of the Township of Whitewater Region intends to enter into an agreement with a company for curbside pick-up, removal and disposal of recyclables.

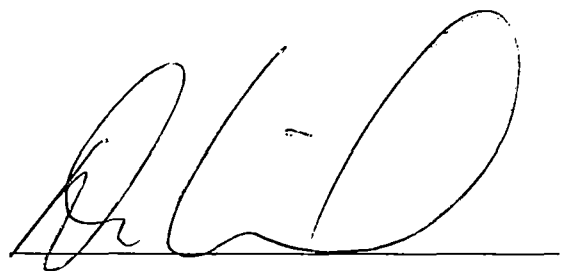
NOW THEREFORE the Council of the Corporation of the Township of Whitewater Region ENACTS as follows:-

- 1 The Reeve and Clerk are hereby authorized to sign an agreement with Beaumen Waste Management Ltd regarding curbside pick-up of recyclables.
- 2 The Agreement mentioned in Clause 1. shall be known as Schedule "A" and forms part of this By-Law.
- 3 The term of the agreement shall be from April 1st, 2004 to March 31st, 2007.
- 4 This By-law will come into force and take effect April 1st, 2004.

READ a first time, a second time and finally passed this third reading this 15th day of February, 2004.



Reeve



Clerk

SCHEDULE "A"

THIS AGREEMENT made the 18th day of February 2004,
between

Beaumen Waste Management Ltd, hereinafter called the "Contractor" THE
PARTY OF THE FIRST PART

and

The Corporation of the Township of Whitewater Region, 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:

1. The Contractor hereby agrees to pick-up uncontaminated recyclable material placed in Blue Boxes left at curbside on the routes that are publicly maintained by the Township of Whitewater Region and transport the materials to his recycling processing plant where the material will be processed and sold. The pickup of uncontaminated recyclable material placed in Blue Boxes or Bins from commercial operators will be picked up from the commercial operators premises, not curbside.
2. The Contractor hereby agrees that all recycling pick-up shall be performed promptly, neatly, carefully, thoroughly and efficiently and shall comply in all respects with the provisions, conditions and terms contained herein.
3. All designated premises shall receive a recycling pickup every second week. All recycling pick-up shall commence not earlier than 7:00AM.
4. Should a change to the agreed pickup times or to the agreed list of recyclable material be desired by the Contractor and be approved by the Township of Whitewater Region, then the Contractor shall inform the residents of the Township of Whitewater Region of all such changes by notification sheets being placed in the blue boxes by the truck driver at least seven (7) days before such changes are effected.
5. The Contractor shall gather up any recyclable material that may have been spilled from the respective receptacles used for holding the same as a result of his work. The Contractor further agrees to report to the Township of Whitewater Region any person who does not take proper care in the recycling program.
6. It is agreed that the Municipal Council or its authorized representatives shall have the final authority with respect to all issues concerning recycling collection in the Township. The Municipal Council of the Township of Whitewater Region shall determine whether the Contractor has fulfilled the terms of this Contract.
7. The Contractor shall be solely responsible to supply vehicles, equipment and tools necessary to carry out the terms of this Contract. The Contractor shall have the necessary replacement equipment available in the event of any equipment breakdown.
8. 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 his own expense, in the manner directed by and to the satisfaction of the Municipality.

9. 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 prosecution 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 thereunder, 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.
10. 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 blue boxes.
11. 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 upon failure so to do, the Corporation may pay such assessment or compensation to the Workplace Safety and Insurance Board and to deduct or collect such expense from the monies due hereunder. 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 Workplace Safety and Insurance Board 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.
12. The Contractor shall carry general liability insurance from an insurance company satisfactory to the Municipality, and such policy shall be for an amount of at least One Million Dollars. In addition, the Contractor shall carry, on all his vehicles insurance, public liability and property damage in an amount of at least One Million Dollars and prove to the satisfaction of the Municipality from time to time as the Municipality may require, that all premiums of such policy or policies of insurance have been paid and that the insurance is in full force and effect.
13. 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 Corporation of the Township of Whitewater Region. 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.
14.
 - a) The Contractor is responsible that complaints are handled promptly and rectified to the satisfaction of the Municipality.
 - b) If, at any time, during the continuance of the work, in the opinion

of the Municipal Corporation of the Township of Whitewater Region, 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 Township of Whitewater Region, there are substantial ratepayer complaints with respect to the collection of recyclables or in the opinion of the Township of Whitewater Region the work is not being carried out in a good and workmanlike manner, the Municipality shall have the right to terminate the contract forthwith.

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

15. The Contractor shall at all times carry on the work in a manner that will create the least interference with traffic consistent with the faithful performance of the work.
16. Any private contracting the Contractor chooses to take must not conflict with or interfere with the work undertaken in this contract.
17. The term of this contract shall be for thirty six (36) months and shall commence on the 1st day of April, 2004 and conclude on the 31st day of March, 2007 unless either party gives notice of renewal or termination to the other party in writing within sixty (60) days prior to the action date.
18. The Municipality shall pay to the Contractor the sum of \$1.30 every two (2) weeks for each permanent household as indicated below. The parties mutually agree that the number of households on the 1st day of April are as follows:

Number of Stops	2841.33
TOTAL	2841.33

The commercial (95 gallon container) pick-ups are paid by the Municipality and will be picked up every second week at the rate of \$9.25 per Depot bin.

18. 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. Commercial pick-ups will be billed separately based on the actual amount of recyclable material collected each month.
19. A computerized summary will be provided by the Contractor on a bi-annual basis of the materials that have been recycled from the Municipality.

DEFINITIONS

"Recyclable material" are those listed in Schedule "A" hereto.

"A Household" is one of the following:

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signatures of their proper officers in that behalf.

SIGNED AT THE Township of Whitewater THIS _____
DAY OF _____, 2004

Beaman Waste Management Ltd

SIGNED AT THE Township of Whitewater Region THIS 18th
DAY OF February, 2004

CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

Donald Rathwell
Reeve

[Signature]
Clerk

"SCHEDULE A"

RECYCLABLE MATERIAL LISTING
(Subject to Change as Per Market Availability)

Drink Cans

Food Cans

Aluminum Plates

Aluminum Foil

Milk and Juice Cartons

#1, #2, #3, #5 & #7 Plastic Bottles and Jugs

#2, #3, #4 #5 & #7 Plastic Tubs and Lids

#5 Bottles (Squeezable)

Newspaper

Flyers

Magazines

Household Envelopes, Junk Mail

Catalogues

Writing (Bond) Papers

Telephone Directories

Boxboard

Egg Cartons - Fibre Only (No Styrofoam)

Cardboard

Brown Paper Bags

Dog and Cat Kraft Food Bags

Clear and Coloured Glass (Food & Beverage Containers Only)