THIS CONTRACT

BETWEEN:

Waste Management of Canada Corporation

(herein called the "Contractor")

OF THE FIRST PART

AND:

The Corporation of the Township of Georgian Bluffs

(herein called the "Township")

OF THE SECOND PART

WITNESSES THAT WHEREAS:

A. The Township desires that the Contractor collect Household Solid Waste and Recycling within the boundaries of specified areas of the Township of Georgian Bluffs.

B. The Contractor, by a request for proposal dated July 31, 2020, has offered to provide the both the collection of household solid waste and recycling within the Township of Georgian Bluffs.

C. The Contractor, as part of their proposal, has specified disposal fees for both the solid waste and processing of recyclable material to which the Township desires to execute as part of this contract.

NOW THEREFORE in consideration of the promises and mutual covenants and agreements herein contained and agreeing to be legally bound thereby the Township and the Contractor hereby covenant and agree as follows:
1. **GENERAL**

1.1 **Purpose**

The Contractor shall provide all materials, supervision, labour, equipment and all else necessary for or incidental to the proper execution of the Work except where specifically provided otherwise, including, without limiting the generality of the foregoing, the supply of all materials, plant, labour and services for the collection of Household Solid Waste & Recycling from within the boundaries of the Township of Georgian Bluffs Collection Areas as outlined in Appendix “A”.

1.2 **Co-operation**

The Township and the Contractor shall co-operate and use their best efforts to ensure the most expeditious implementation of the provisions of the contract and shall in good faith undertake to resolve any disputes that may arise between them in an equitable and timely manner and in accordance with the provisions hereof.

1.3 **Term**

1.3.1 The term of the contract shall be from October 1, 2020 to September 30, 2025. First year of service shall be from October 1, 2020 to September 30, 2021.

1.3.2 Whereas, Stewardship Ontario has indicated a transition from municipalities collecting and processing recyclable material to a producer responsibility, should the Township be selected to transition prior to the end of this term, the collection of Solid Waste and Recycling shall be severable with the Solid Waste Collection continuing under this contract at 62% of the then current rate.

1.3.2.1 Where the Stewardship Ontario Blue Box Transition program offers the Contractor an offer equal to or greater than the then current rate per household, the Township shall not be responsible for any Early Termination cost.

1.3.2.2 Where the Stewardship Ontario Blue Box Transition program does not offer the Contractor an offer equal to or greater than the then current rate per household, the Township shall pay an Early Termination cost of
$135,000.00 per year remaining in the contract, prorated monthly.

1.4 Contractor's Examination

The Contractor acknowledges that it has by careful examination satisfied itself as to the nature of the work, the type and amount of equipment and facilities required to carry out the work and the local conditions affecting the work and does not rely upon any information or representations made by the Township.

1.5 No Guarantee

The Township of Georgian Bluffs does not guarantee or warrant the volume of Solid Waste or Recyclable Material that the Contractor will pick up or be able to pick up during the term, and the Contractor acknowledges that it does not rely upon the accuracy of any information provided by the Township regarding volumes of Solid Waste or Recyclable Material.

2. DEFINITIONS

Approved Disposal Site means a site for the disposal of Solid Waste and Recyclable Material as authorized by the Township of Georgian Bluffs.

Collection Area means those lands within the Township of Georgian Bluffs on which Eligible Premises are located.

Curbside Collection means the pick-up of Solid Waste and Recycling Boxes etc. placed on streets or roads adjacent to Eligible Premises, or in the designated location at Municipal Facilities, and includes the retrieval of all materials for collection that are dropped or blown about by the wind including any debris that falls from a Collection Vehicle.

Eligible Premise means a single family detached dwelling; each dwelling unit of an apartment, duplex, triplex, fourplex, townhouse, or row house development; a trailer or mobile home with either permanent or seasonal occupancy at a mobile home park, trailer park or campground.; and includes a hotel, motel, apartment, resort or marina, or other commercial or industrial property as identified on the Assessment Roll.

Municipal Building Site means designated locations in the parking lots of municipal facilities, maximum one collection location per building per facility.

Recycling means household-type waste products of a non-toxic nature generated by residential, commercial, or industrial premises from normal use and capable of being contained in a recycling box and includes:
**Paper:** Newspapers, magazines, telephone directories, paperback books, fine paper, envelopes, copy paper

**Glass:** Food jars, beverage jars or bottles

**Plastics:** #1, #2, #3, #4, #5 and #7 plastic containers with screw lids only, #1 PETE plastic bottles, containers, trays, scoops, #2 HDPE plastic bottles with screw top lids

**Metals:** Beverage cans, food cans, aluminum foil and plates, metal lids, empty paint cans with lids removed, empty aerosol containers

**Boxboard:** Detergent Boxes, fibre egg cartons, cereal boxes, dry food boxes, drug boxes, coated boxboard plastic and wax coated milk cartons, paper cups

**Cardboard:** Corrugated cardboard (has ripple between two pieces of cardboard)

**Recycling Container** means a blue box or similar container manufactured for the use of collecting recycling materials ready for disposal, or other sufficiently portable, sturdy, and high-sided container capable of adequately holding recycling materials. Blue box containers may be of the standard 9 gallon or tall 22-gallon box type or of the larger (approximately 1.5 m³) rolling bin type.

**Work** means

(a) Curbside Collection of Solid Waste on a weekly basis and collection of Recycling on a bi-weekly schedule.
(b) Delivery of Solid Waste and Recycling to an Approved Disposal Site.
(c) Accurately reporting all program data and finances.
(d) Maintenance of a local office for program management and customer service
(e) Participation in a public education and awareness campaign.

3. **PROPOSED FEES AND/OR REVENUE SHARING**

The Township will pay the contractor a base collection rate of $502,009.20 per year and invoiced monthly for the period of October 1, 2020 to September 30, 2020.

In addition, the Contractor will dispose of solid waste at their facility at a rate of $85.00 per tonne for solid waste and process recyclable material at a rate of $195.00 per year and that these rates be fixed for the length of the contract.
3.1 Annual Escalation

Annual on October 1 a 4% cost escalation per year after the first contract year (applies to collection costs only)

3.2 Curb Side Collection

For the first year of the Contract term, the number of Eligible Premises shall be **5433** and will be collected at a rate of $92.40.

This is comprised as follows:

- Former Derby Township with **1090** premises.
- Former North Keppel Township with **2038** premises.
- Former South Keppel Township and Village of Shallow Lake with **855** premises.
- Former Sarawak Township with **1450** premises.

3.2.1 Beginning January 1, 2021 and on an annual basis during the remainder of the Contract period, the Township will provide the Contractor with the number of eligible premises. This number will be based on the previous premises count plus new premises constructed minus old premises demolished. For the first part of the Contract term, the number of eligible premises will be **5433** units.

The cost for the first year of service is $502,009.20, based on 2020 eligible premises within the Township of Georgian Bluffs.

Total cost estimate over the full five-year contract (including escalation, assuming a constant 5433 premises) is: $2,724,488.50

3.3 Municipal Building Site Collection

Current Municipal Building Sites requiring Recycling Collection only are: Township Municipal Office, Shallow Lake Community Centre, Keppel, Derby and Sarawak Road Shops.

These locations have been included in the eligible premises total.

3.4 Diesel Adjustment

The parties agree that a diesel adjustment will be applied if the annual average cost of diesel fuel increases at a greater rate than the Ontario CPI.
Referencing the Ontario Governments’ weekly fuel prices website [https://www.ontario.ca/page/motor-fuel-prices](https://www.ontario.ca/page/motor-fuel-prices) (Southern Ontario Column) the period of the week including October 1, 2019 to the period including September 30, 2020 will create the starting average price per litre.

As part of the Annual Escalation, the then completed contract year’s diesel prices will be averaged weekly for the same period as the previous year. Should the average price per litre increase by a percentage greater than the Ontario CPI, the Township shall be invoiced as follows:

Number of Eligible Households x Household collection cost x 10% = Eligible Diesel Adjustment Cost.

Eligible Diesel Adjustment Cost x (Increase in Average Diesel Price% - Ontario CPI %) = Diesel Adjustment.

For example:

5,433 (Households) x $40 (Collection Cost per Household) x 10% (Adjustment Factor) = $21,732.00

$21,732.00 x (5% Year over Year price per litre increase – 2% Ontario CPI) = $21,732.00 x 3% = $651.96 Diesel Adjustment.

4. OTHER OBLIGATIONS

4.1 Collection

The Contractor shall not be obligated to collect Solid Waste or Recycling from Eligible Premises unless both are placed on the curb or road adjacent to the Eligible Premises prior to the collection time. Commercial premises are limited to residential quantities.

All solid waste shall have one bag tag affixed to the bag and any permanent solid waste container shall have an indicator if there is solid waste for collection. Any solid waste material not collected, except items not placed at the road prior to collection, shall be tagged as to the reason why it was not collected using stickers provided by the Township.

4.2 Applicable Law

The Contractor must comply with all federal, provincial, and local laws, regulations and bylaws affecting the execution of the Work. Without limiting the generality of the foregoing, the Contractor will give all required notices and comply with all laws, regulations, codes, notices and orders of all federal, provincial and local authorities having jurisdiction
with respect to the Work, the lands of the Township of Georgian Bluffs, the preservation of public health and the protection of the environment.

4.3 Permits and Certificates

The Contractor will, at its expense, procure and maintain all necessary permits, certificates and licenses required by law for the performance of its obligations under this contract and comply with all federal, provincial, local government enactments, municipal and Township of Georgian Bluffs by-laws and regulations affecting the performance of its obligations.

4.4 Employees

The Contractor will, at its expense, pay any and all benefits, charges and expenses relating to its employees and staff, including, without restricting the generality of the foregoing, Workers' Compensation assessments, Employment Insurance premiums, Canada Pension Plan payments, and holiday pay.

4.5 Supervision

The Contractor will always provide competent supervision to its employees, and any Subcontractors performing obligations of the Contractor under this contract. All individuals involved in performing the Contractor's obligations must have sufficient knowledge, skill, and experience to perform the tasks required of them. Any person employed in the performance of the Contractor's obligations who, in the opinion of the Township, does not perform their work in a proper manner or who appears to be incompetent or acts in a disorderly or intemperate manner shall, at the written request of the Township no longer be employed in the performance of the Contractor's obligations. The Contractor, its employees, agents, and Subcontractors, will perform the Contractor's obligations under this contract with courtesy to the public, maintaining cleanliness and protecting and respecting private property, including recycling and solid waste containers.

4.6 Deposit of Solid Waste and Recyclable Material

The Contractor will deposit all collected Solid Waste and Recyclable Material at their transfer and processing facility, which is an MOECC Approved Disposal Site, located at 200 Sligo Road W, Mount Forest, ON N0G 2L1
4.7 **Collection Vehicles**

The Contractor is responsible for purchasing, supplying, maintaining, washing, and keeping in good and presentable condition all Collection Vehicles. Please identify the make, model, year, mileage, and other pertinent information on the vehicle(s) to be used to fulfil the proposed contract.

Vehicle 1:

Make: **FL M2 – Split Manual Side Load**

Pertinent Information: 3 of these vehicles will be employed, all trucks are 7 years old as of July 31, 2020 fueled with Compressed Natural Gas with an average of 280,000 KMs

Vehicle 2:

Make: **FL M2 – Split Manual Side Load (Small)**

Pertinent Information: 1 of these vehicles will be employed, truck is 9 years old as of July 31, 2020 fueled with diesel fuel with 698,000 KMs

Collection Vehicles are to have a fully enclosed metal load-carrying receptacle mounted on a truck chassis of sufficient capacity and the ability to contain the load and to off load all Solid Waste and Recyclable Materials. Vehicles are to be built and maintained to prevent depositing of material onto the streets and are to be signed to identify the name of the Contractor on at least two sides of the vehicle.

4.8 **Delays in Work**

If the Contractor is delayed in the progress of the Work by any acts or neglect of the Township or the Director of Operations or by strikes, lockouts, fire, unusual weather conditions or act of God, the Contractor shall, within twenty-four (24) hours, give written notice to the Township of the delay and estimate its probable duration. The Township may in its absolute discretion agree upon an extension of time for the performance of this contract by the Contractor.

4.9 **Mobilization**

The Contractor shall be responsible for mobilizing all equipment, labour and material prior to October 1st, 2020, in accordance with an approved schedule.
4.10 **Guarantee of Performance**

The selected contractor shall provide to the Township of Georgian Bluffs an Irrevocable Letter of Credit, Renewable Performance Bond, or otherwise make a deposit to the Township, in an amount equal to two (2) months of collection as security for the performance of the obligations under this contract.

Where a Renewable Performance Bond is provided confirmation of the renewal must be provided to the Township 30 days prior to the expiration date listed on the bond.

Should the selected contractor fail to commence work prior to the Mobilization Period the Township of Georgian Bluffs, after seven (7) days written notice to the Contractor, may without prejudice to any other remedy it may have, make good such deficiency and may:

a) deduct the cost thereof from the payment then or thereafter due the Contractor, or

b) claim some or all the Irrevocable Letter of Credit, Performance Bond or deposit referred to in this section to recover costs associated with remediating the deficiency including liquidated damages

c) commence action pursuant to the approved contract

4.11 **Local Contact**

The Contractor shall ensure that a local contact with decision making authority is available to answer all questions related to the submitted RFP and enforcement of the contract.

Local Contact Information

Name: **Luiza Adsett, Senior Area Manager, Public Affairs**

Address: **200 Sligo Road West, Mount Forest, ON, N0G 2L1**

Telephone: *(519) 500-7171*

Email: **lfurtado@wm.com**

Demonstrate other customer service facilities to be provided including means of responding to customer complaints and failure to collect:
Direct phone support for residents.

Residents are able to call in directly and speak with Operations Specialist, Nichole Hurman at 519-500-7171

4.12 Errors and Omissions

Changes, errors or mistakes by the Contractor or its agents, workers or employees must be remedied by the Contractor at its expense. Anything which may be imperfectly specified in this Contract must be taken, considered, and done by the Contractor as if it were specified correctly.

5. INSURANCE

5.1 General Liability Insurance

The Contractor shall provide and maintain, while this contract is in force, either by way of a separate policy or insurance or by an endorsement to an existing insurance coverage, comprehensive general liability insurance with terms and conditions acceptable to the Township and subject to the limits of not less than FIVE MILLION ($5,000,000.00) DOLLARS per occurrence for bodily injury, death and damage to property, including loss of use thereof, or such higher amount as may be reasonable required by the Township from time to time. The aforesaid insurance shall be in the joint names of the Contractor and the Township shall cover as unnamed insured any and all permitted Subcontractors and anyone employed directly or indirectly by the Contractor or its permitted Subcontractors to perform a part or parts of the obligations of the Contractor hereunder.

5.2 Vehicle Insurance

The Contractor shall provide and maintain while this contract is in force liability insurance with terms and conditions acceptable to the Township on all vehicles used by the Contractor in connection with performance by the Contractor of its obligations under the terms and conditions of this contract, such aforesaid liability insurance to be not less than FIVE MILLION ($5,000,000.00) DOLLARS per occurrence for bodily injury, death and damage to property, including loss of use thereof or such higher amounts as may be required by the Township from time to time.

5.3 Proof of Insurance

The Contractor shall provide with the RFP proof of liability and vehicle insurance required to maintain under this contract to the Township. All
insurance policies shall contain an endorsement requiring that the Township be given at least thirty (30) days written notice of any changes, amendments, or cancellations.

5.4 **Payment by Township of Georgian Bluffs**

In the event the Contractor does not maintain in force the insurance coverage required under the above articles, the Township of Georgian Bluffs may obtain and pay for such coverage and deduct such payment from any Service Fee owing to the Contractor by the Township.

5.5 **Indemnity**

The Contractor shall indemnify and save the Township and its elected and appointed officers and employees harmless from and against any and all losses, claims, demand, suits, actions, recoveries and judgments of every nature and description brought or recovered against the Contractor and/or the Township by reason of any act or omission or alleged act or omission of the Contractor, its agents, employees or Subcontractors in the performance of the Contractor's obligations hereunder.

5.6 **Liens**

The Contractor shall indemnify the Township and its elected and appointed officers and employees from and against all claims of lien that may be made or filed against property of the Township or a third party by reason of an act or omission or alleged act or omission of the Contractor and shall immediately cause any such liens to be discharged at the Contractor’s expense.

6. **COLLECTION DETAILS**

6.1 **Type of Collection & Time for Pick-Up**

Curbside Collection shall begin at 7:00 a.m. and is to be complete by 8:00 p.m. on a designated pick-up day.

6.2 **Schedule**

The Township is desirous that Garbage and Recycling routes be collected on the same days as one another with recycling being completed bi-weekly as per **Appendix A: Recycling Route Map**.
6.2.1 Collection Schedule

Solid Waste will be collected weekly from the former North Keppel and South Keppel on Mondays with recycling to be collected on alternating Mondays with weekly Solid Waste collection of the former Derby and Sarawak routes on Wednesday with the recycling to be collected on alternating Wednesdays.

6.2.2 Supply of Calendar

The Contractor is responsible to design and print a single, double sided 8½” x 11”, easy reference yearly calendar of collection days for the calendar year plus the following January to be delivered to the Township Office no later than January 15. A proof must be submitted prior to December 15 in advance of printing.

The easy reference sheet shall indicate a yearly calendar on the front of the page with relevant recycling and waste reduction information as the Township sees fit included on the back. This includes listing acceptable or not acceptable items, other recycling programs, and Household Hazardous Waste Days.

As the Township does not have the ability to only include these calendars in properties with an eligible premise, it is required that 6,500 sheets be printed on blue paper and supplied for each year of the contract.

6.2.3 Holiday Collection

Curbside collection will occur normally on all statutory holidays except for Christmas Day and New Year’s Day. Where Christmas Day or New Year’s Day fall on the regularly scheduled collection date, the rescheduled dates are listed below.

<table>
<thead>
<tr>
<th>Year</th>
<th>Holiday</th>
<th>Scheduled Date</th>
<th>Rescheduled Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>Christmas Day (Stat)</td>
<td>Monday, December 26, 2022</td>
<td>Saturday, December 24, 2022</td>
</tr>
<tr>
<td>2023</td>
<td>Christmas Day</td>
<td>Monday, December 26, 2023</td>
<td>Saturday, December 23, 2023</td>
</tr>
<tr>
<td>2024</td>
<td>New Year’s Day</td>
<td>Monday, January 1, 2024</td>
<td>Saturday, December 30, 2023</td>
</tr>
<tr>
<td>2024</td>
<td>Christmas Day</td>
<td>Wednesday, December 25, 2024</td>
<td>Saturday, December 28, 2024</td>
</tr>
<tr>
<td>2025</td>
<td>New Year’s Day</td>
<td>Wednesday, January 1, 2025</td>
<td>Saturday, January 4, 2025</td>
</tr>
</tbody>
</table>
6.3 **Weather and Street Maintenance**

The Contractor shall provide curbside collection under all weather conditions, save and except floods, exceptionally heavy snowfalls, or conditions amounting to an Act of God that prevent collection in a safe and efficient manner. Even in such exceptional cases, areas or parts of areas in which collection can be made shall be serviced. The contractor shall make every effort to notify the affected residents of the rescheduling via the local media, and shall inform the Township of any rescheduled date.

Where prohibitive conditions exist, curbside collection shall be discontinued only with the permission of the Township and shall be resumed as quickly as possible, as stipulated by the Township.

The Township shall not be responsible for towing charges or damage to Collection Vehicles occasioned by the condition of streets or lanes within the Township.

6.4 **Private Roads**

The Contractor will collect curbside from the private roadways listed below where the Township is not the primary maintenance contractor provided that the residents / association responsible for the maintenance maintain timely and adequate snow removal along with ensuring minimum clearances of 10’ 6” wide by 13’ 6” in height remain clear of trees and branches.

a) Browns Lane  
b) Big Rock Road  
c) Francis Lake Road North  
d) Francis Lake Road South  
e) North Bass Lake Road  
f) Lakeview Drive  
g) Mallard Street  
h) Shepard Lake Road

Where collection cannot be completed by the Contractor in the winter due to poor winter maintenance, the Contractor will inform the Township Office promptly so that the Township can confirm the state of the roadway.

In addition, where the Contractor notices that trees or branches are encroaching into the required clearance area, the Contractor will inform
the Township to allow the residents / association sufficient time to remedy the concerns. Immediate cancellation of collection is not permitted where the concern has gone unreported.

6.5 Reporting

The Contractor shall submit to the Township the monthly tonnage reports for both Solid Waste collected and Recyclable Materials collected in a format compatible with the RPRA Data Call, all complaints and resolutions, accidents, damage reports and other relevant items that may occur.

6.6 Successful Bidders Work Program

The Contractor shall deliver to the Township prior to September 14, 2020 a work program and schedule showing mobilization, location and construction of equipment storage, maintenance facilities, personnel training promotion and public education program in conjunction with the Township.

6.7 Disclaimer

The information provided in this Contract is for the Contractor’s reference only and, although every attempt has been made to ensure its accuracy, the Contractor is cautioned that the numbers provided are an estimate only and may not be relied upon, or quoted, for any purpose whatsoever. The Township expressly disclaims any liability whatsoever arising from reliance or non-reliance on the data provided in this information package as part of the RFP process.

7. PERSONNEL

7.1 Contractor's Staff

7.1.1 The Contractor will, at all times during the term of this Contract, have a local manager charged with the responsibility of supervising the operations of the Contractor and will maintain a local office at all times and a telephone staffed during all working hours throughout the duration of this contract. The office will always have suitable means of communication with collection crews.

7.1.2 The Contractor will employ properly qualified and trained equipment operators, labourers and supervisory staff for the operation of the combined Solid Waste and Recycling Collection Contract and will make available enough equipment operators and labourers to complete the performance of the Work.
Contractor will ensure compliance with the provisions of the Occupational Health and Safety Act and such similar workplace legislation.

7.2 Employees

All employees of the Contractor will have proper identification in their possession when performing duties related to the Contract and shall represent the Township of Georgian Bluffs' Solid Waste and Recycling collection program in a professional, cordial, and appropriate fashion always.

7.3 Pick-up and Complaints Line

7.3.1 The Contractor will have knowledgeable staff whose duties will include receiving telephone calls during normal working hours directly from the residents.

7.3.2 Complaints will be logged separately, and copies sent to the Township of Georgian Bluffs monthly or as required by the Director of Operations.

7.3.3 All calls relating to missed pick-ups will be logged in by the Contractor and such logs will be available immediately upon request for inspection by the Township of Georgian Bluffs.

7.2 CONTRACTOR'S RECORDS AND REPORTING

7.3 Weighing

All Solid Waste and Recycling collected will be weighed at an Approved Disposal Site. The Contractor will collate weights by date, route, and materials, and provide a monthly summary to the Township. Material from other Contractor customers will not be mixed with Township material prior to weighing.

7.4 Contractor's Records

The Contractor will maintain its books and records relating to the performance of this contract in accordance with the following minimum requirements:

(a) The Contractor will maintain any or all ledgers, books of accounts, invoices, vouchers and cancelled cheques, as well as all other records and documents evidencing or relating to the charges for services, expenditures or disbursements borne by the Township for a minimum period of three (3) years, or for any longer period
required by law, from the date of final payment to the Contractor pursuant to this contract.

(b) The Contractor will maintain all documents or records that demonstrate performance under this contract for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this contract.

(c) Any records or documents required to be maintained pursuant to this contract will be made available for inspection or audit, at any time, during the regular business hours, on written request by the Director of Operations. Copies of such documents will be provided to the Director of Operations for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records, will be available at the Contractor's address indicated for receipt of notices in this contract. Where records or documents have been provided by the Contractor, such records or documents will not be available for public inspection without the consent of the Contractor.

(d) Where the Director of Operations has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination the Contractor's business, the Township may, by written request by any of the above named officers or designates, require that custody of the records be transferred to the Township and that the records and documents be maintained by the Township. Access to such documents will be granted to any party authorized by the Contractor, its representatives, or its successor-in-interest.

7.5 Reporting

The Contractor will submit to the Director of Operations the following reports, on forms approved by the Township of Georgian Bluffs, during the Term of this contract:

(a) Monthly Reports

Within five (5) working days after the last day of each month, the Contractor will submit a monthly project report to include all the following:

Tonnages of all Contract Recycling collected, by class

Other reporting information will be provided on an as requested basis.
(b) **Accidents**

Accidents or damage occurring to Collection Vehicles that could adversely affect the performance of the Contractor will be reported to the Director of Operations within twenty-four (24) hours of occurrence.

9. **PUBLIC AWARENESS/RELATIONS**

9.1 The Contractor acknowledges that its employees, agents and subcontractors will be dealing with the public in the execution of this contract and that it is of primary importance to the Township that excellent relations with the public be maintained and that all persons under the control of the Contractor conduct themselves in a courteous and respectful manner conducive to good public relations.

9.2 In addition to any promotion undertaken by the Township, the Contractor may undertake additional promotion which he feels will benefit the program. Any promotional materials must be approved by the Director of Operations prior to distribution.

9.3 The Contractor will co-operate, to the extent possible, with community groups who involve themselves with recycling.

10. **TOWNSHIP OF GEORGIAN BLUFFS' RIGHT TO TERMINATE**

10.1 **Township of Georgian Bluffs' Right to Terminate**

The following termination rights rest within this contract:

10.1.1 The Township may terminate the Contractor’s right to continue with the Work if the Contractor at any time becomes bankrupt, makes an assignment of their property for the benefit of creditors or if a receiver or liquidator is appointed with respect to the business of the Contractor, and such termination will be effective upon notice from the Township to the Contractor.

10.1.2 Without limiting the generality of the foregoing the Township may terminate the Contractor’s right to continue with the Work on the following grounds if the Township has provided the Contractor with notice of any default set out in subsections (a) through (e) below and the Contractor has failed to cure such default within seven (7) days of receipt of the notice:

(a) has failed to commence the Work or to recommence the Work after suspension within the time specified in the contract documents;
(b) has failed or is failing to use diligence or has failed to comply with the instructions of the Director of Operations to expedite the work or has otherwise failed to make such progress with the Work as is necessary to ensure the completion of the Work or any part of the Work in the time specified in the contract documents;

(c) has failed or is failing to supply enough competent workers, equipment, management, materials or suitable equipment or place of business to ensure the completion of the Work in the time specified in the contract documents;

(d) The Township chooses to collect its own materials utilizing its own equipment and staff;

(e) The Contractor has committed any other breach of this contract.

10.1.3 The Township may terminate the Contractor's right to continue the Work at any time by reason of any fraud or dishonesty of any officer, employee, agent, servant, or shareholder of the Contractor in the performance of this contract.

All Township invoices must be paid within 30 days of the billing/invoice date. If the Contractor is in arrears of amounts due and owing to the Township in excess of sixty (60) days, the Township may impose a penalty equal to 5 percent (5%) of the total arrears plus interest charged at 12% per annum from the date of the unpaid invoice(s). The Contractor may appeal levying of a penalty to the Township of Georgian Bluffs Treasurer.

10.1.4 In any early termination of this contract:

10.1.4.1 The Township of Georgian Bluffs will pay to the Contractor the money owing to him under this contract to the date of termination less any amounts which the Township of Georgian Bluffs is entitled to hold back pursuant to any enactment or pursuant to this contract;

10.1.4.2 The Township of Georgian Bluffs may take all work out of the Contractor's hands and employ such means as it may see fit to complete the work and in such case:
10.1.4.2.1 The Contractor will have no claim for any further payment in respect of work performed but will be liable for all damages and expenses which may be suffered by the Township of Georgian Bluffs by reason of such default or delay or the non-completion by the Contractor of the Work;

10.1.4.2.2 No objection or claim will be made or raised by the Contractor by reason of or on account of the ultimate cost of the Work so taken over for any reason being greater than in the opinion of the Contractor, or any other person, it should have been.

10.2 If the Township enacts the right to terminate as set out in Article 11.1 the Township may in its absolute discretion by itself complete or employ such third parties as it sees fit for the purpose of completing the Works or any part thereof and the Township will not be liable for any loss the Contractor may sustain as a result thereof.

11. CONTRACTOR'S RIGHT TO TERMINATE

11.1 Delay

If the Work should be stopped or otherwise delayed for a period of ninety (90) days or more as a result of an act of God or under an order of any court or other public authority, and providing that such order was not issued as the result of any act or fault of the Contractor or of anyone directly or indirectly employed by it or should the Township fail to pay the Contractor any moneys due to the Contractor within sixty (60) days of the same becoming due, the Contractor may terminate this contract.

11.2 Termination Payment

If the Contractor terminates the contract, pursuant to Article 12.1, the Contractor will be entitled to be paid for all Work performed up to the date of such termination.
12. CHANGES IN THE WORK

12.1 Request for Changes

The Township will have the right to require the Contractor to undertake Changes in the Work by increasing or decreasing any aspect of the Work. If the Township of Georgian Bluffs requires changes in the Work the Township of Georgian Bluffs will:

(a) Give to the Contractor in writing thirty (30) days’ notice of the requirement for change, which notice will specify the changes in the Work, the effective date of such changes and the increase or decrease in the Service Fee proposed by the Township;

(b) Pay the Contractor the proposed increase or decrease in the Service Fee from the effective date of the changes on the basis set out in Section 3; and

(c) Negotiate in good faith any changes to the proposed Service Fee requested by the Contractor.

12.2 Contractor's Duties

The Contractor will:

(a) Implement Changes to the Work requested by the Township by no later than the effective date of such Changes

(b) Negotiate in good faith any changes to the proposed Service Fee change proposed by the Township; and

(c) Not claim any amount as an extra or additional payment on account of any changes in the Work unless it has first submitted a written request for payment and received the Townships’ written consent to such payment.

12.3 Dispute Resolution

In the event that the Township and the Contractor cannot agree to changes to the Service Fee the dispute will be resolved pursuant to Section 14.13 provided that until such dispute is resolved the Contractor will undertake the Changes to the Work and the Township of Georgian Bluffs will pay the Contractor the proposed Service Fee increase or decrease.
13. CHANGE OF LAW

For the purposes of this Agreement,

"Law" means all applicable statutes, rules, regulations, laws, by-laws, ordinances, rules, codes, guidelines and policies having the force of law, and includes, without limitation the federal Harmonized Sales Tax or a by-law of the Township; all applicable federal, provincial, municipal and other laws, statutes, regulations and codes, now or hereafter in existence having the force of law, and includes without limitation laws intended to protect the environment or relating to waste or hazardous substances and includes without limitation all permits and approvals and laws which result in increased costs to employers; and

"Change of Law" means the enactment, amendment, or adoption of, or change in the application or enforcement of, any Law on or after the date of execution of this Contract including Ministerial orders which:

13.1 materially impacts the performance of any act required by this Contract;

13.2 imposes any change in the cost of performing the services;

13.3 imposes changes in any of the sales tax, customs duties, excise taxes and government assessments and levies eligible in respect of all or any part of the services provided or collected in conjunction with all or any part of the services or fees charged, whether imposed by federal, provincial, and municipal authorities in Canada or Ontario;

13.4 is imposed by the Township.

If a Change of Law occurs, then the parties shall renegotiate the provisions of this Contract to achieve mutually acceptable terms for the performance of acts required hereunder. Without limiting the generality of the foregoing, if a Change of Law results in an increase in costs of the Contractor, the parties shall renegotiate the pricing for services payable to the Contractor to account for its increased costs.

If the parties are unable to agree on the revised terms and conditions, including without limitation, pricing for the services within thirty (30) days of commencement of negotiations, either party may refer the matter to arbitration in accordance with the provisions of the Arbitration Act, S.O. 1991, C.17.
14. MISCELLANEOUS

14.1 Interpretation of Contract

(a) The Township has authority to decide questions arising under this contract and interpret the requirements of this contract, such decisions to be given in writing.

(b) The Contractor must notify the Township in writing immediately if the Contractor disagrees with a decision by the Township. If the disagreement is not resolved immediately, the Contractor will follow the Townships’ decision and the dispute must be referred to mediation / arbitration under Article 15.14 if the parties cannot agree within thirty (30) days of the date of the Townships’ written decision.

14.2 Waivers

The failure at any time of either party to enforce any of the provisions of this contract or to require at any time performance by the other party of any such provision will not constitute or be construed to constitute a waiver of such provision, nor in any way to affect the validity of this contract or any parts thereof, or the right of either party thereafter to enforce each and every provision of this contract.

14.3 Modification

No waiver, modification, or amendment of any of the provisions of this contract will be binding unless it is in writing and signed by the duly authorized representatives of both parties.

14.4 No Duty of Care

Nothing in this agreement will be interpreted as creating any duty of care on the part of the Township to the Contractor and the parties acknowledge and agree that the right of the Contractor is limited to its rights under this contract.

14.5 Assignment

No assignment of this contract or any right accruing under it will be made by the Contractor without the written consent of the Township. The Contractor will notify the Township in writing if there is any change to the company’s principals.
14.6 Interpretation

This contract will be construed and interpreted in accordance with the laws of Ontario.

14.7 Binding Effect

This contract will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14.8 Survival

The articles, sections, subsections and paragraphs contained in this contract entitled and under the headings "Article 12" and all other articles, sections, subsections and paragraphs providing for the limitation of, waiver of or protection against liability of the parties hereto and their respective Subcontractors will survive termination, cancellation or expiration of this contract.

14.9 Means of Giving Notice

All notices and demands required or permitted to be given hereunder will be in writing and may be delivered personally, sent by facsimile, or may be mailed by first class, prepaid registered mail to the addresses set forth below. Any notice delivered or sent by facsimile will be deemed to have been given and received at the time of delivery. Any notice mailed as aforesaid will be deemed to have been given and received on the expiration of five (5) business days after it was posted, addressed as follows:

If to the Township:

Township of Georgian Bluffs  
C/O Tyler Jahnke, Director of Operations  
R.R. #3  
177964 Grey Road 18  
Owen Sound, Ontario, N4K 5N5  
(519) 376-2729

If to the Contractor:

Waste Management Corporation of Canada  
C/O Luiza Adsett, Senior Area Manager, Public Affairs  
200 Sligo Road West  
Mount Forest, ON, N0G 2L1  
(519) 500-7171
or such other address or addresses as may from time to time be provided in writing by the parties hereto. If there will be, between the time of mailing and the actual receipt of a notice, a mail strike, slow down or other labour dispute that might affect the delivery of that notice by the mails, then the notice will only be affected if actually received by the person to whom it was mailed.

14.10 Independent Contractor

For this contract, the Contractor will be deemed to be an independent contractor and not an employee or agent of the Township. Any and all agents, servants or employees of the Contractor or other persons, while engaged in the performance of any work or services required to be performed by the Township under this agreement, will not be considered employees of the Township, and any and all claims that may or might arise on behalf of the Township, its agents, servants or employees as a consequence of any act or omission on behalf of the Contractor, its agents, servants, employees or other person, will not be the obligation or responsibility of the Township. The Contractor, its agents, servants, or employees will be entitled to none of the rights, privileges, or benefits of Township Employees except as otherwise may be stated in this agreement.

14.11 Severability

The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this contract is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, that holding will not affect the remaining portions of this contract.

14.12 Entire Contract

This contract will constitute the entire contract between the parties and will supersede all prior written or unwritten negotiations, understandings, and agreements.

14.13 Mediation/Arbitration

14.13.1 All disputes arising out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom will be referred to mediation, before a single mediator, agreed to by the Township of Georgian Bluffs and the Contractor;
14.13.2 Failing agreement arising from that mediation, the dispute may be referred thereafter to arbitration if so, agreed by the Township of Georgian Bluffs and the Contractor in accordance with the terms of arbitration agreed at that time;

14.13.3 Failing agreement on the dispute referral to arbitration, the matter may be referred by either party to a court of competent jurisdiction;

14.14 Use of Words

Whenever the singular or masculine is used throughout this contract the same will be construed as meaning the plural or feminine or body corporate, as the context or the parties hereto so require.

IN WITNESS WHEREOF the parties hereto have caused this contract to be executed by their duly authorized representatives as of the date and year first above written.

The Corporate Seal of the Township of Georgian Bluffs was hereunto affixed in the presence of:

(Mayor - Dwight Burley)

(Seal)

(Acting Clerk – Brittany Drury)

The Corporate Seal of Waste Management Corporation of Canada was hereunto affixed in the presence of:

(Seal)

(Authorized Signatory)

(Authorized Signatory)