

CORPORATION OF THE TOWN OF RENFREW
BY-LAW NO. 45-2020

Being a by-law to authorize the Mayor and Clerk to execute an Agreement for Recycling, Processing and Marketing with Emterra Environmental.

WHEREAS Section 11 of the Municipal Act, 2001, empowers the Corporation of the Town of Renfrew to pass by-taws and to enter into agreements respecting matters within the waste management sphere of jurisdiction; and

WHEREAS the Council of the Corporation of the Town of Renfrew deems it advisable and in the public interest to enter into an Agreement with Emterra Environmental for the provision of recycling, processing and marketing.

NOW THEREFORE the Council of the Corporation of the Town of Renfrew enacts as follows:

- 1) THAT the Council of the Corporation of the Town of Renfrew authorize the execution of the agreement with Emterra Environmental for the provision of recycling, processing and marketing, appended as Appendix "A" to this by-law.
- 2) THAT the Mayor and Clerk be empowered to do and execute all things, papers and documents necessary to the execution of the said agreement.
- 3) THAT this By-Law shall come into force and take effect immediately upon the passage thereof.

Read a first and second time this 23rd day of June, 2020.

Read a third and final time this 23rd day of June, 2020.



Don Eady, Mayor



Kim R. Bulmer, Clerk

FORM OF AGREEMENT - TOWN OF RENFREW

This Agreement made on this 16th day of November, 2020

Between The Corporation of the Town of Renfrew

Hereinafter called the 'Municipality'
The Party of the First Part

And Halton Recycling Ltd. dba Emterra Environmental

Hereinafter called the 'Contractor '
The Party of the Second Part

Now, witnesseth,

That the Municipality and the Contractor in consideration of the fulfillment of their respective promises and obligations herein set forth, covenant and agree with each other as follows:

- 1) The following documents, together with this Form of Agreement, constitute the Contract:
 - a) Section 1 - Information
 - b) Section 2 - Standard Terms & Conditions
 - c) Section 3 – General Recycling Specifications
 - d) Emterra Request for Qualifications submission "RFQ 7-2020 Processing and Marketing of Recyclable Material Town of Arnprior, Town of Renfrew, and Township of McNab/Braeside", received by email from Tom Nguyen on Tuesday, April 14, 2020 3:59pm. (the "**Submission**")
 - e) "Addendum # 1 – RFQ 7 – 2020 Processing and Marketing of Recyclable Material from the Towns of Arnprior and Renfrew and The Township of McNab/Braeside", dated April 2, 2020.
 - f) "Request for Qualifications – RFQ 7 - 2020 - Processing and Marketing of Recyclable Material from the Towns of Arnprior and Renfrew and The Township of McNab/Braeside", dated March 23, 2020
- 2) The Contractor undertakes and agrees to provide all necessary labour, equipment, materials and supervision, unless otherwise indicated, together with all work incidental thereto to perform all Work described in the Contract.
- 3) The Municipality agrees to pay the Contractor in Canadian Funds the Contract Price calculated in accordance with Section 1.5.1 plus HST (the "**Contract Price**") for the performance of the Contract subject to satisfactory

performance of the Contract and subject to additions, deductions and holdbacks as provided for in the Contract. Additional Work shall be paid on the basis of the unit rates set out in the Submission.

- 4) The Contractor agrees to pay the Municipality in Canadian Funds, 15% of marketing revenues calculated in accordance with Section 1.8 plus HST (the "Rebate") earned in accordance the revenue share methodology described in the Submission (Section 25.3 c) and Appendix K) for the duration of the Contract and subject to additions, deductions and holdbacks as provided for in the Contract.
- 5) The Contractor and the Municipality for themselves, their successors, administrators and permitted assigns undertake and agree to the full performance of their respective obligations under the Contract.
- 6) This Contract may not be assigned by any Party without the express written consent of the other Party.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written or cause their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

Contractor:

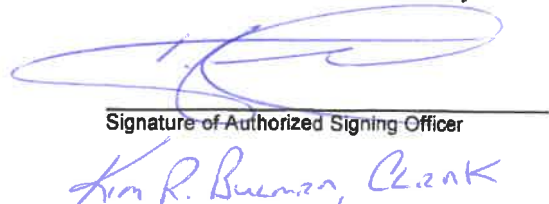

Contractor, Corporate Seal or Signature of Witness


Signature of Authorized Signing Officer

Municipality:

Corporate Seal


Signature of Authorized Signing Officer
Don Eady, Mayor


Signature of Authorized Signing Officer
Kim R. Berman, Clerk

SECTION 1.0 - INFORMATION

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1.1 SCOPE

1.1.1 The scope of work involves the processing and marketing of dual stream recyclable materials collected by or on behalf of the Municipality as set out in, and in accordance with, the Submission (the "Work"). The Work shall be performed at the Material Recycling Facility located at 610 Lisgar Street, Renfrew, ON, KIV 3N8 (the "MRF").

1.2 TERM OF CONTRACT

1.2.1 The term of this Contract is three (3) years commencing on August 3, 2020 (the "Initial Term") and is subject to extension in accordance with Section 1.2.2.

1.2.2 The Municipality reserves the right to extend the term of the Contract by two (2) additional terms of one (1) year each, and one additional extension term up to a maximum termination date of December 31, 2025. It is understood that any extension of the contract will coincide with the Municipalities transition date to full producer responsibility. Any such extension shall be on the same terms and Conditions of the original Contract. Should the Municipality decide to extend the Contract, the Municipality shall inform the Contractor in writing no later than sixteen (16) weeks prior to the end of the then current term of the Contract. The Municipality has no obligation to extend the term of the Contract or any portion of the Contract.

1.2.3 This Contract will terminate July 28, 2023, unless extended in accordance with Section 1.2.2.

1.3 MUNICIPALITY CONTACT INFORMATION

Primary Contact Information

<u>Town of Renfrew</u> Michel Asselin Director of Development & Works 127 Raglan Street South Renfrew, Ontario, K7V 1P8 Phone: 613-432-8166 Email: masselin@Renfrew.ca	<u>Town of Renfrew</u> Tyler Armstrong Environmental Engineering Officer 127 Raglan Street South Renfrew, Ontario, K7V 1P8 Phone: 613-432-8166 Email: tarmstrong@Renfrew.ca
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SECTION 1.0 - INFORMATION

Accounting Contact Information

Town of Renfrew

Keray O'Reilly

Treasurer

127 Raglan Street South

Renfrew, Ontario, K7V 1P8

Phone: 613-432-4848

Email: KOREilly@renfrew.ca

Town of Renfrew

Finance Department

Attn: Accounts Payable

127 Raglan Street South

Renfrew, Ontario, K7V 1P8

Phone: 613-432-4848

Email: Treasury@renfrew.ca

1.4 OPERATING HOURS

1.4.1 Save and except Statutory Holidays as defined in section 1.4.2, the MRF shall be open and operate Monday to Friday (inclusive) between the hours of 8:00am and 5:00pm and the MRF shall accept incoming loads Monday to Friday (inclusive) between the hours of 8:00am and 4:30pm.

1.4.2 Statutory Holidays

Statutory Holidays include New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.

1.5 CONTRACT PRICE

1.5.1 The Contract Price shall be calculated in accordance with the following formula, as set out in the Submission:

Type	Processing Fee per Tonne of Recyclable Material	Contamination Surcharge
Two stream recyclables (fibres and containers)	\$107.00	If contamination is over 5% in either stream, additional \$3.00 per tonne surcharge (i.e. total of \$110.00 per tonne processing fee)

"Contamination" means material that is not accepted in this recycling program (refer to Section 3.1.1 below for list of acceptable materials) and recyclable materials not accepted for recycling in this program (refer to Submission Section 21 for list of materials not accepted).

1.5.2 The contract price shall be paid monthly based on the total amount of tonnes received each month from the Municipality.

SECTION 1.0 - INFORMATION

- 1.5.3 The Contract Price includes the supply of the MRF and all equipment, tools and labour to properly fulfill the terms and conditions of this Contract.
- 1.5.4 All prices submitted shall include applicable customs duty, excise tax, freight, insurance, overhead and profit, markups on Sub-Contractor work and all other charges of every kind attributable to the Work.
- 1.5.5 The Municipality shall pay to the Contractor together with each instalment of the Contract Price an amount equal to the harmonized services tax ("HST") on any payments pursuant to this Contracts and the Contractor shall provide the Municipality with its HST number and an invoice in respect of the HST payable.

1.6 CPI

1.6.1 For the purposes of this Section:

- 1.6.1.1 "**CPI**" means the Consumer Price Index (CPI) for Ontario – All items (Table 18 - 10-0004-13) as published by Statistics Canada;
- 1.6.1.2 "**CPI Percentage Change**" means the annual change in CPI as a percentage, calculated by comparing the August CPI of the preceding year to the August CPI for each subsequent year. An example calculation is provided below:

CPI % Change Calculation

CPI for August of Subsequent Year	-	CPI for August of Preceding Year	X 100
CPI for August of Preceding Year			

- 1.6.1.3 "**Processing Fee**" means the applicable processing fee per tonne of recyclable material set out in the table in section 1.5.1
- 1.6.1.4 "**Processing Fee Increase**" means the increase in the processing fee payable to the Contractor, assessed on an annual basis each August, and calculated by multiplying the Preceding Years processing fee by the "**CPI Percentage Change**".
- 1.6.2 The Statistics Canada Consumer Price Index (August, Ontario - All items) and CPI Percentage Change shall be used to calculate the Processing Fee Increase for Years 2 and 3, and each subsequent year if the contract is extended.
- 1.6.3 The Processing Fee shall be adjusted as of each August during the term for the following twelve (12) months, and shall be calculated by multiplying the CPI Percentage Change for the applicable year by the previous year's per tonne Processing Fee (Section 1.5.1). Provided that in any year the CPI Percentage Change is less than %0, the processing fee established during the preceding year shall remain unchanged.
- 1.6.4 The Processing Fee applicable for each year of the term shall be determined as soon as possible after the CPI for the applicable period becomes available to the

SECTION 1.0 - INFORMATION

Contractor. If the applicable Processing Fee has not been determined by the commencement of the applicable date, the Municipality shall continue to pay the Contract Price calculated in accordance with the Processing Fee payable in the immediately preceding year of the term. Once the Processing Fee for the applicable term has been determined, the Municipality shall pay to the Contractor the difference between the Contract Price calculated in accordance with the Processing Fee for the applicable year of the term and the Contract Price actually paid on the basis of the Processing Fee for the immediately preceding year.

- 1.6.5 An example calculation of a CPI % Change and Year 2 Processing Fee Increase is provided below:

Example CPI August (Ontario: All Items) Year 1: 138.0

Example CPI August (Ontario: All Items) Year 2: 138.6

Year 2 CPI Percentage Change: $((138.6 - 138.0)/138.0) * 100$
= 0.43%

Processing Fee Increase: Initial Year 1 Processing Fee x Year 2 CPI %
Increase
\$107.00 x 0.0043
=\$0.46/tonne

Resulting Example Year 2 Processing Fee: \$107.46 + applicable taxes

1.7 TERMS OF PAYMENT

- 1.7.1 The Contractor shall submit an invoice to the Municipality on a monthly basis in accordance with the Contract Price.
- 1.7.2 Payment will be made within thirty (30) calendar days following receipt of an invoice that is accompanied by the required reports as set out in Section 3 for the Municipality from the Contractor provided Contract requirements have been met and the Work has been deemed satisfactory by the Municipality.
- 1.7.3 The Municipality reserves the right to withhold any sum otherwise payable to the Contractor in such amount as may be sufficient to remedy any defect or deficiency in the Work, pending correction of the same.

1.8 REBATES AND REVENUE SHARING

SECTION 1.0 - INFORMATION

The Contractor shall pay a rebate to the Municipality for fifteen (15%) of the earned marketing revenues from the processed recyclable material supplied by the Municipality based on the total amount of tonnes received each month from the Municipality and the total number of tonnes shipped by the Contractor to end markets and in accordance with the "Revenue Share Methodology" set out in the Submission (the "**Rebate**"). The Contractor shall submit to the Municipality a "Revenue Share Report" as contemplated by the Submission together with all supporting information relating to the calculation of the Rebate on a quarterly basis no later than the 45th day following the quarter for the Municipality's approval, such approval not to be unreasonably withheld or delayed.

1.9 CHANGES

- 1.9.1 The Contractor shall not alter the manner in which recyclable materials are processed from how the process is described in Section 17.2 and 17.3 (dual stream processing) of the RFQ submission, if that change results in a negative impact on residual rates (a resulting increase in residual tonnage).

SECTION 2.0 – STANDARD TERMS & CONDITIONS

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2.1 ENTIRE CONTRACT

2.1.1 This Contract shall constitute the entire contract between the Parties and the Parties further acknowledge that there is no representation, warranty, collateral agreement or adverse condition affecting this Contract other than as expressed in writing herein.

2.2 SEVERABILITY

2.2.1 The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision hereof and any such invalid or unenforceable provision shall be deemed to be severable herein.

2.3 CERTIFICATES OF APPROVAL

2.3.1 The Contractor shall provide satisfactory evidence that they are an approved company to operate a waste management system and MRF prior to commencing the Contract and provide:

- a) The amended Environmental Compliance Approval (ECA) referenced in the Ministry of Environment, Conservation and Parks letter dated February 13, 2020 (Notification of Change of Ownership) in reference to ECA A410403.
- b) Copies of any additional of ECA's or Certificates of Approval (CoA) that may have been issued to perform the Work specified in the Submission, since the date of the Submission.

2.3.2 Throughout the Term and any renewal of it, the Contractor must ensure that valid CoA or ECA to perform the Work specified in the Submission is in place at all times.

- c) If the status of any ECA's held for the MRF should be amended, the Contractor must provide the updated ECA to the Town within 30 days. If the ECA for the MRF should become invalid or is revoked during the course of this contract, the Contractor shall notify the Municipality immediately.

2.4 EQUIPMENT & MRF

2.4.1 For the duration of the Contract, the Contractor shall ensure equipment and MRF be maintained in safe and excellent working order and repair and remain capable of meeting all Contract requirements and obligations and in accordance with all applicable laws and regulations. The Contractor shall be solely responsible for maintaining all permits and approvals required to lawfully operate and use the equipment and MRF.

SECTION 2.0 – STANDARD TERMS & CONDITIONS

2.4.2 All equipment and the MRF shall be maintained in a presentable condition. The Contractor will be responsible for maintenance, repairs, and all operating costs of the equipment and MRF, including (without limitation) licensing and insurance.

2.5 PROCESSING FACILITIES

2.5.1 The Contractor shall process the recyclable materials at the MRF in accordance with the Submission and in a manner to reduce residual waste and maximize recyclable material recovery and market value.

2.5.2 The Municipality shall undertake their best efforts to inform and educate residents on the requirements of the recycling program, as per Section 20 (permitted materials) and Section 21 (materials not permitted) of the RFQ submission. The municipality may deliver promotion and education materials (P&E) to residents through various means, including: in print, social media, municipal website, and through other educational avenues (such as community events or classroom learning).

2.5.3 P&E will be delivered to residents on a regular basis, as well as in response to material quality issues as they are identified. The Contractor shall provide timely feedback to the municipalities if material quality issues are identified.

2.6 INSURANCE REQUIREMENTS

2.6.1 The Contractor will forward to the Municipality a completed Certificate(s) of Insurance not less than once a year and upon written request of the Municipality. This Certificate(s) of Insurance will document that the following applicable insurance is in force and show the Municipality as an additional insured. The cost of such insurance will be the responsibility of the Contractor.

2.6.2 Comprehensive General Liability Insurance

The Contractor shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the Municipality and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- a) A limit of liability of not less than \$2,000,000 / occurrence with an aggregate of not less than \$2,000,000
- b) Add The Corporation of the specific Municipality as an additional insured with respect to the operations of the Named Insured
- c) The policy shall contain a provision for cross liability & severability of interest in respect of the Named Insured

SECTION 2.0 – STANDARD TERMS & CONDITIONS

- d) Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
- e) Products and completed operations coverage
- f) Broad Form Property Damage
- g) Contractual Liability
- h) Owners & Contractors Protective
- i) Hostile Fire
- j) The policy shall provide 30 days prior notice of cancellation

2.6.3 Standard Form Automobile Liability Insurance

The Contractor will also carry Standard Automobile liability insurance and will protect themselves against all liability arising out of the use of owned vehicles, used by the Contractor, its employees or agents. The limits of the coverage for owned vehicles will be not less than two million dollars (\$2,000,000.00) inclusive per occurrence.

2.6.4 Contractor's Pollution Liability

The Contractor shall carry a Contractor's Pollution Liability Policy, underwritten by an insurer licenses to conduct business in the Province of Ontario for a limit of not less than one million dollars (\$1,000,000). The policy shall provide coverage on a gradual release for pollution conditions as a result of the operation performed at the job site. Coverage shall include bodily injury, property damage, clean-up, and remediation costs.

2.6.5 Property All Risks

The Contractor shall carry a Property All Risks Liability Policy, underwritten by an insurer licenses to conduct business in the Province of Ontario for a limit of not less than one million dollars (\$1,000,000).

2.6.6 Umbrella

The Contractor will carry an Umbrella policy in excess of its primary polices for not less than three million dollars (\$3,000,000) in the aggregate and for each occurrence. Such insurance will be in the form acceptable to the applicable Municipality and will name the applicable Municipality as additional named insured and will not allow subrogation claims by the Insurer against the Municipality.

2.7 INDEMNIFICATION AND LIABILITY

- 2.7.1 The Contractor shall defend, indemnify and save harmless the Municipality, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs

SECTION 2.0 – STANDARD TERMS & CONDITIONS

(including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Contractor, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this Contract, and shall survive this Contract.

- 2.7.2 The Contractor agrees to defend, indemnify and save harmless the Municipality from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Contractor's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Contractor in accordance with this Contract, and shall survive this Contract.
- 2.7.3 The Contractor agrees to fully indemnify and save harmless, applicable Municipality, its officers, Council members, partners, agents and employees from any and all charges, fines, penalties and costs that may be brought against the applicable Municipality or its employees if the Municipality or any of its employees are made a party to any charge under the *Occupational Health and Safety Act*, *Environmental Protection Act*, or any other legislation, or infringement of patent rights or copyrights, in relation to any violation of the legislation by the Contractor or its employees while performing services under this Contract.
- 2.7.4 The Contractor agrees that if any damages or fines are assessed against the Municipality or its employees as outlined above, the Municipality shall be entitled to offset the damages so assessed against any monies that the Municipality may owe the Contractor under this Contract.

2.8 PERMITS AND APPROVALS

- 2.8.1 The Contractor, at his own expense, shall procure and maintain all permits, approvals, certificates and licenses required by any law for the execution of the Work and operation of the equipment and MRF.

2.9 LAWS AND REGULATIONS

- 2.9.1 The Contractor shall comply with all current, or hereafter enacted, federal, provincial and Municipal statutes, regulations and by-laws pertaining to any portion of the Work and its performance. The Contractor is responsible for ensuring similar compliance by its suppliers and sub-contractors.

SECTION 2.0 – STANDARD TERMS & CONDITIONS

2.9.2 The Contract shall be governed by, and interpreted in accordance with, the laws of the Province of Ontario.

2.10 WORKPLACE SAFETY AND INSURANCE BOARD

2.10.1 All of the Contractor's personnel must be covered by the insurance plan under the *Workplace Safety and Insurance Act*. Upon execution of this agreement, and prior to the beginning of every year thereafter for the duration of the Term of the Contract, and at any other time when requested by the applicable Municipality, an original Letter of Good Standing from the Workplace Safety and Insurance Board shall be provided to the Municipality indicating that all payments have been made by the Contractor to the Board.

2.10.2 Prior to final payment, a Certificate of Clearance must be issued indicating that all payments by the Contractor to the Board in conjunction with this Contract have been made and that the Municipality will not be liable to the Board for future payments in connection with the Contractor's fulfillment of the Contract. Certificates of Clearance must be submitted within thirty (30) days of the conclusion of each year for the duration of the Term of the Contract or at any time upon request by the Municipality.

2.11 ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT ("AODA")

2.11.1 In 2007, the Ontario Government adopted the first AODA Standard, *Ontario Regulation 429/07*, respecting Accessibility Standards for Customer Service. All public sector organizations in Ontario, including the Municipality covered under this Contractor, must comply with this regulation by January 1, 2010. The Accessibility Standard for Customer Service also applies to third parties that provide goods and services to members of the public on behalf of a public sector organization.

2.11.2 The Contractor acknowledges that it is fully aware of, and meets all requirements under the AODA and associated regulations.

2.12 SUB-CONTRACTORS

2.12.1 Sub-Contractors are permitted for any portion of work required under this Contract provided they are identified, along with their proposed scope of work, and approved by the Municipality in writing in advance.

2.13 CONTRACTOR RESPONSIBILITIES

2.13.1 There shall be no transfer of responsibility to any other party without the express written consent of the Municipality.

2.14 CHANGES IN WORK/EQUIPMENT

SECTION 2.0 – STANDARD TERMS & CONDITIONS

2.14.1 No claims for extra work will be entertained unless authorized in writing by the Municipality prior to the Contractor undertaking the work.

2.15 CORRECTION OF DEFECTS

2.15.1 In cases of dispute as to whether or not deliverables required by the contract meet the requirements of the Municipality, the parties agree to attempt to negotiate a mutually agreeable settlement prior to submitting the matter at issue to arbitration. The arbitrator shall be jointly appointed by the Municipality and the Contractor. The decision of the arbitrator shall be final and binding on the parties.

2.15.1.1 The Arbitrator shall make a final award that disposes of the issue, within three (3) months after being appointed;

2.15.1.2 The final award may be effective with respect to a period before it is made and, in that case, shall provide for a monetary reconciliation among the parties;

2.15.1.3 A party may appeal the final award of the Arbitrator to the Ontario Superior Court of Justice only on a question of law, with leave, which the court shall grant only if it is satisfied that the conditions in clauses 45(1)(a) and (b) of the Arbitration Act, 1991, S.O 1991, c.17 are met. No appeal lies on a question of fact or of mixed law;

2.15.1.4 The parties may, at any time, amend the final award by agreement or replace the award with an agreement; and,

2.15.1.5 The parties shall each bear their own costs in connection with the arbitration process.

2.16 CUSTOMER SERVICE

2.16.1 The Contractor shall be responsible to maintain this specific telephone line for the duration of the Contract and have it answered by competent, conscientious, courteous employees who would be in a position of authority to respond to Municipality concerns within one business day.

2.16.2 The Contractor shall provide the Municipality with an emergency after-hours contact complete with telephone number should a problem arise with the performance of the Work.

2.17 SAFETY

2.17.1 The Contractor shall be responsible for being aware of all governing legislation related to employee health and safety. The Contractor shall keep employees informed of such legislation and its amendments.

2.17.2 The Contractor is responsible to provide any personal protective equipment (“PPE”) for its employees and maintain such PPE in good repair at all times. Any PPE deemed to be not in good repair shall be replaced immediately at the Contractor’s expense.

SECTION 2.0 – STANDARD TERMS & CONDITIONS

- 2.17.3 The Contractor is responsible to maintain the MRF and all of its machinery and other equipment in good and safe repair. Any equipment deemed to be unsafe shall be removed immediately at the Contractor's expense until such time as it is repaired and deemed safe again. It is the Contractor's responsibility to find a suitable replacement for any equipment removed for safety reasons.
- 2.17.4 The Contractor is responsible for all applicable training necessary for its employees to safely perform the Work. The Contractor's Health and Safety Policy shall be adhered to by the Contractor's employees at all times.
- 2.17.5 The Contractor acknowledges that it is the 'Constructor' with respect to the most current *Occupational Health and Safety Act* and respective regulations.
- 2.17.6 If a Contractor's employee(s) fail(s) to comply with any program, policy, regulation, rule or request regarding health and safety as outlined in these documents, that employee will not be allowed to conduct any work under this contract until such time as the person(s) complies.

2.18 CONDUCT

- 2.18.1 The Contractor shall conduct itself as if it is a representative of the Municipality while performing the Work under this Contract.

2.19 CONTRACT TERMINATION

- 2.19.1 The Municipality may terminate the Contract:

- a) Immediately and without notice, if the Contractor attempts to dispose of recyclable materials, including recyclables yet to be sorted and acceptable materials as defined by Section 20.1 of the submission, at any landfill, local or otherwise.

To further clarify clause 2.19.1 a), residual waste or contamination, as defined in Section 21 of the submission, generated by the processing of recyclable materials, may be disposed of at a landfill or transfer station in accordance with provincial regulations and local waste management bylaws.

- b) Immediately and without notice, if the Contractor commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Contractor makes a general assignment for the benefit of its creditors.
- c) Without notice, if the Contractor repeatedly fails to make sufficient payments for payments due to its Sub-Contractors or suppliers.

SECTION 2.0 – STANDARD TERMS & CONDITIONS

- d) Upon expiration of 21 days, or another period mutually agreed to by both parties, from the date of receipt of written notice to the Contractor, if the Contractor fails to comply with any significant request, instruction or order given by the Municipality; or fails to comply with, or persistent disregard for statutes, regulations, by-laws or directives of relevant authorities related to the work; or fails to perform the work with skill and diligence expected of any similar Contractor; or assigns or sublets the Contract without the prior written consent of the Municipality; or refuses to correct deficient work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract.

2.19.2 Any termination of the Contract by the Municipality, as aforesaid, shall be without prejudice to any other rights or remedies the Municipality may have.

2.19.3 If the Municipality terminates the Contract, it is entitled to:

- a) Take possession immediately of all the work and materials in progress and finish the work by whatever means the Municipality may deem appropriate under the circumstances;
- b) Withhold any further payments to the Contractor until the completion of the work and the expiry of all obligations under the “Correction of Defects” clause in this document;
- c) Recover from the Contractor, any loss, damage and expense incurred by the Municipality by reason of the Contractor’s default which may be deducted from any monies due, or becoming due, to the Contractor.
- d) Enforce any rights or remedies that the Municipality may have in law or equity.

2.20 FORCE MAJEURE

2.20.1 Dates and times by which a party is required to render performance under the Contract shall be postponed automatically to the extent and for the period of time that such party is prevented from meeting them by reason of any cause beyond its reasonable control, provided the party prevented from rendering performance notifies the other party immediately and in detail of the commencement and nature of such cause and the probable consequences thereof, and provided further that such party uses its reasonable efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available and affordable. The benefit of this provision shall not apply to the performance of an obligation which is thirty (30) or more days in default.

SECTION 3.0 – GENERAL RECYCLING SPECIFICATIONS

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3.1 ACCEPTABLE PROGRAM MATERIALS

3.1.1 The contractor shall accept the following materials for processing and marketing:

Plastic, Glass, Aluminum:

- Aluminum food and beverage containers: ex. pop, juice, etc.
- Ferrous food and beverage containers: ex. juice, dog/cat food, tuna cans, coffee tins, etc.
- Aluminum foil and foil containers: ex. pie plates and trays, etc.
- Empty, dry steel paint cans (only collected with lids off)
- Plastics Bottles and Containers:
 - PET #1: bottles and clam shells, etc.
 - HDPE #2: laundry detergent, fabric softener, dish liquid, hand soap, etc.
 - PVC #3: clear jugs with handles
 - Tubs and lids: #4, #5, # 6 and #7: yogurt, margarine, ice cream containers, etc.
- Clear glass, including:
 - Glass bottles and jars for food or beverages
 - Coloured glass, including:
 - Glass bottles and jars for food or beverages
- Aseptic Packaging: drinking boxes
- Gable Top: milk and juice cartons

All containers, bottles, and jars shall be clean and empty.

Fibres:

- Newsprint
- Paper
- Boxboard and paperboard
- Magazines and telephone directories
- Envelopes, flyers, junk mail
- Bond paper: writing and computer paper
- Brown paper bags
- Hard and soft covered books (removed hardcover)
- Wrapping paper (wrapping paper cannot have metallic foil attached to it)
- Greeting cards (must be non-electronic and non-metallic)
- Paper rolls: toilet and towel
- Paper egg cartons

SECTION 3.0 – GENERAL RECYCLING SPECIFICATIONS

- Shredded paper in clear plastic bags
- Corrugated Cardboard - Clean un-waxed, flattened and bundled, no larger than 24" x 24" x 8" (61 cm x 61 cm x 20 cm).

3.2 PROCESSING

- 3.2.1 The Contractor shall process and market the recyclable materials supplied by the Municipality.
- 3.2.2 Materials shall be processed in such a way so as to maximize the marketability of the products.
- 3.2.3 All materials collected shall be utilized, reused or recycled into useable material.
- 3.2.4 The Contractor shall ensure all vehicles delivering Recyclable Materials are weighed upon entry to the MRF. Should the weigh scale be out of order, the Contractor shall make alternate arrangements to record weights that are satisfactory to the Municipality. The affected Municipality shall be notified immediately of any scale malfunctions.
- 3.2.5 The following weighing record information will be recorded by the Contractor:
- i) date;
 - ii) entry time;
 - iii) departure;
 - iv) facility name;
 - v) customer name;
 - vi) transaction number;
 - vii) account number;
 - viii) vehicle identification or license;
 - ix) material source;
 - x) material type;
 - xi) gross weight (kilograms);
 - xii) tare weight (kilograms);
 - xiii) net weight (kilograms);

3.3 REPORTING

3.3.1 INBOUND TONNAGE - REPORTING AND INVOICING

- 3.3.2 All monthly invoices directed to the Municipality shall be accompanied by program reports which include the following items:
- i) Copies of original weigh scale slips for each inbound load received during the applicable month. The municipality prefers to receive these records digitally;

SECTION 3.0 – GENERAL RECYCLING SPECIFICATIONS

- ii) Inbound tonnage summary reports shall be in an accessible format (such as an .xls, .csv, .xlsx, ect file) for each material received during the applicable month including:
 - Fibres stream
 - Co-mingled Stream
 - Cardboard (if applicable)
- iii) Such other information that the Municipality requires from time to time.
- iv) All reporting shall be provided in metric units as applicable.

3.3.3 OUTBOUND TONNAGE - MARKETING AND REVENUE SHARE REPORTING

- i) The Contractor shall, on a quarterly basis, provide a marketed tonnage and revenue share report for each outbound commodity shipped to end markets for the following grades or other grades as listed in the Continuous Improvement Fund (CIF) Price Sheet as determined appropriate by the Contractor:

Fibre

ONP 56/SRP 56
Mixed paper 54
OCC

Containers

HDPE (mixed)
PET (mixed)
Mixed Plastics
Polycoat/Aseptic
Steel Cans
Aluminum Cans
Glass (mixed)

- ii) Outbound tonnage summary reports shall be provided in an accessible format (such as an .xls, .csv, .xlsx, ect file).

3.4 CONTAMINATION REPORTING

- 3.4.1 The Contractor shall provide all inbound tonnage and residuals reports for the previous year by no later than February 28th of the following year, so as to allow the Municipality sufficient time to report marketed tonnage and residual tonnage rates in Data Call.
- 3.4.2 If a detailed residual tonnage summary is provided, report shall be provided in an accessible format (such as an .xls, .csv, .xlsx, ect file).

3.5 AUDIT PROCEDURE

SECTION 3.0 – GENERAL RECYCLING SPECIFICATIONS

- 3.5.1 The Contractor/Sub-Contractor shall permit the Municipality to audit the material quality, quantity, residue, sales agreements, shipping records and any other records pertinent to the Contract resulting from this contract, on seventy-two (72) hours' notice. Any irregularities resulting from an audit that are not immediately corrected by the Contractor to the satisfaction of the Municipality, acting reasonably, may result in the cancellation of the contract as per section 2.15 and/or 2.19 above. Material audits shall be conducted in accordance with the CIF MRF Audit Guide