CORPORATION OF THE TOWN OF RENFREW

BY-LAW NO. 46-2019

Being a by-law to authorize the Mayor and Clerk to execute an Agreement with Topps Environmental Solutions (TES) for the provision of recycling collection and drop off services.

WHEREAS Section 11 of the Municipal Act, 2001, empowers the Corporation of the Town of Renfrew to pass by-laws 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 TES for the provision of recycling collection and drop off services.

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 approve of the awarding of the contract from TES for the provision of recycling collection and processing services, appended as Appendix “A” of this by-law.

2) THAT the Mayor and Clerk be and are hereby authorized, on behalf of the Corporation of the Town of Renfrew, to execute an agreement with TES for the provision of recycling collection and drop off services for a six (6) month term and an option to extend or work month to month and to start at the passing of this by-law.

3) THAT TES has an account with GFL Beckwith Transfer Station to drop off the recycling materials collected in the Town of Renfrew.

4) THAT this By-Law shall come into force and take effect immediately upon the passage thereof.

Read a first and second time this 9th day of July, 2019

Read a third and final time this 9th day of July, 2019.

[Signatures]

Don Eady, Mayor

Kim R. Bulmer, Clerk
TOWN OF RENFREW

This Agreement made on this 15th day of July, 2019

Between The Corporation of the Town of Renfrew

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

And Topps Environmental Solutions

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

Now, witnesses,

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) Section 4 – Recycling Specifications - Renfrew

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 Contractor agrees that any monies due the Corporation as a result of non-completion in liquidated damages may be deducted from any monies due the Contractor on any account whatsoever.

IN CONSIDERATION WHEREOF, Said party of the second part agrees to pay the Contractor for all work done, based on the unit prices of the Tender and subject to additions, deductions as provided for in the Contract.

4) 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.

5) 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:

[Signature]

[Signature]

Municipality:

[Signature]

[Signature]
SECTION 1.0 - INFORMATION

1.1 SCOPE

1.1.1 The scope of work for recyclable collection, will involve the collection, processing, and marketing of Blue Box recyclables from residential, multi-residential, and ICI locations as well as Municipal facilities and Municipal street side containers.

1.1.2 Recyclable collection will consist of either curbside blue box collection, tote collection services at some multi-residential and Municipal facilities, and ICI locations, or collection from permanent street-side containers as directed by the Municipality.

1.2 TERM OF CONTRACT

1.2.1 The term of the contract will be approximately 6 months from July 15, 2018 to January 17, 2020 with the option to extend work on a month to month basis.

1.2.2 The Municipality reserves the right to extend services on a month to month basis beyond January 17, 2020 with 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 six (6) weeks prior to the end of the Contract. The Municipality has no obligation to extend the Contract or any portion of the Contract.

1.2.3 The contract will terminate January 17, 2020 unless extended as per 1.2.2.

1.3 LOCATION AND STATISTICS

Primary Contact Information

<table>
<thead>
<tr>
<th>Town of Renfrew</th>
<th>Town of Renfrew</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michel Asselin</td>
<td>Tyler Armstrong</td>
</tr>
<tr>
<td>Director of Development and Works</td>
<td>Environmental Engineering Officer</td>
</tr>
<tr>
<td>127 Raglan Street South</td>
<td>127 Raglan Street South</td>
</tr>
<tr>
<td>Renfrew, Ontario K7V 1P8</td>
<td>Renfrew, Ontario K7V 1P8</td>
</tr>
<tr>
<td>Phone: 613-432-8166</td>
<td>Phone: 613-432-8166</td>
</tr>
<tr>
<td>Email: <a href="mailto:masselin@renfrew.ca">masselin@renfrew.ca</a></td>
<td>Email: <a href="mailto:tarmstrong@renfrew.ca">tarmstrong@renfrew.ca</a></td>
</tr>
</tbody>
</table>

Accounting Contact Information

<table>
<thead>
<tr>
<th>Town of Renfrew</th>
<th>Town of Renfrew</th>
</tr>
</thead>
<tbody>
<tr>
<td>Keray O’Reilly</td>
<td>Finance Department</td>
</tr>
<tr>
<td>Treasurer</td>
<td>Attn: Accounts Payable</td>
</tr>
<tr>
<td>127 Raglan Street South</td>
<td>127 Raglan Street South</td>
</tr>
</tbody>
</table>
1.3.1 Landfill Location and operating hours

**Landfill Site Location**

376 Bruce Street  
Renfrew, Ontario, K7V 3Z8  
Phone: (613) 432-0731

**Landfill Operating Hours**

<table>
<thead>
<tr>
<th>Days</th>
<th>Summer May 1st to August 31st</th>
<th>Winter September 1st to April 30th</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday</td>
<td>Closed</td>
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<tr>
<td>Monday</td>
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</tr>
<tr>
<td>Tuesday</td>
<td>8am - 4pm</td>
<td>8am - 4pm</td>
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<tr>
<td>Wednesday</td>
<td>8am - 4pm</td>
<td>8am - 4pm</td>
</tr>
<tr>
<td>Thursday</td>
<td>8am - 7pm</td>
<td>8am - 4pm</td>
</tr>
<tr>
<td>Friday</td>
<td>Closed</td>
<td>Closed</td>
</tr>
<tr>
<td>Saturday</td>
<td>8am - 4pm</td>
<td>8am - 4pm</td>
</tr>
</tbody>
</table>

1.3.2 A map showing the Municipalities boundaries and roads can be viewed at [https://renfrewgis.maps.arcgis.com/apps/View/index.html?appid=c3198d0238f24f5a819ab659d1dc2614](https://renfrewgis.maps.arcgis.com/apps/View/index.html?appid=c3198d0238f24f5a819ab659d1dc2614). Please note that the base layer may not show some roads.

1.3.3 The contractor shall be required to service all Municipal roads including narrow streets, private roads as directed and dead ends. The contractor may also be directed to collect materials from private driveways, alleys and laneways.

1.3.4 For information only, the contract is not on a per stop basis.

The Contractor must satisfy itself as to the accuracy of the number of stops. A detailed stop count table is in Section 4.8. Stops shall be counted as follows:

i) Each single family detached house will be one (1) stop.

ii) Each duplex or semi-detached house will be two (2) stops.

iii) The number of stops per apartment building will be as the number of units (e.g. a twelve (12) unit apartment building will be twelve (12) stops).

1-2
iv) Each store, church, hall, garage, motel, restaurant, etc., will be one (1) stop regardless of physical size.

v) The number of stops per multi-unit retail outlet will be as the number of units (e.g. a four (4) unit retail outlet will be four (4) stops)

vi) Each seasonal dwellings shall be charged (counted) as 1/3 stops (e.g. 9 seasonal stops will be counts as 3)

1.3.5 It should be noted that many of the Industrial and Commercial stops do not utilize the curbside collection services for garbage and/or recycling due to the volume of recyclable material produced.

1.4 WORK SCHEDULE

1.4.1 Recycling collection service shall be available to every stop once every week for dual stream collectable blue box/cart Recyclable Materials, from all eligible locations in the Municipality.

1.4.2 Holiday Schedule


1.4.3 Current Collection Schedule

<table>
<thead>
<tr>
<th>Collection Type</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renfrew</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recycling</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solid Waste</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.5 CONTRACT PRICE

1.5.1 The Contract Price will be one monthly lump sum for weekly collection services plus a price per tonnage for processing in Canadian Funds plus applicable taxes as per the Contractor proposal dated July 4, 2019. Payment terms include:

- Monthly Lump Sum Collection Fee - $24,512.00
- Processing Fee per Metric Ton - $90.00, based on scale weights and materials report.
1.5.2 A truck rental deposit of $15,000 will be provided to the Contractor to be paid back to the Municipality over the six month period with $2,500/ month be credited off each monthly invoice.

1.5.3 The Contract Price includes the supply of all equipment, tools and labour to properly fulfill the terms and conditions of this Contract for the full Term of the 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 tipping fee at the Beckwith Green for Life Transfer Station is subject to change, if the tipping fee increases for the contractor, then the contractor will notify the municipality.

1.6 TERMS OF PAYMENT

1.6.1 The Contractor shall submit an invoice to each Municipality on a monthly basis at the end of month serviced in accordance with the Contract Price.

1.6.2 Payment will be made within thirty (30) calendar days following receipt of an invoice that is accompanied by the required reports for each applicable Municipality from the Contractor provided Contract requirements have been met and the Work has been deemed satisfactory by the Municipality.

1.6.3 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.

1.7 CHANGES

1.7.1 Any change in equipment, residual disposal location, processing facility or collection schedule by the Contractor must be approved by the Municipality.

1.7.2 The Municipality reserves the right to change the collection program and add or delete materials or items from the program at any time. This will be done in consultation with the Contractor. A price will be negotiated with the Contractor for proposed changes. The Municipality will be responsible for all public advertisements related to changes in the collection program.

1.8 WASTE MANAGEMENT BY-LAWS

1.8.1 The Contractor shall insure work undertaken is in the requirements and set out limits as identified in the Town of Renfrew’s Waste Management by-laws.
SECTION 2.0 - STANDARD TERMS & CONDITIONS

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

The contractor must provide satisfactory evidence that they are an approved company to operate a waste management system to transport recycling to a Transfer station with an Environmental Compliance Approval (ECA). Contractors must provide:

a) Copies of all ECA required to perform the Work specified in the Tender (ATTACH).
b) List Certificate of Approval Number(s).
c) A description of any orders/charges/violations to your company by the Ministry of Environment as the result of any contravention of the Environmental Protection Act over the past five (5) years.

2.4 EQUIPMENT

2.4.1 For the duration of the Contract, the Contractor shall ensure equipment be maintained in safe and excellent working order and repair and remain capable of meeting all Contract requirements and obligations. All vehicles used in accordance with this Contract by the Contractor must meet Ministry of Labour and/or Ministry of Transportation safety standards, specifically the Ontario Safety Standards Certificate (SCC).

2.4.2 All equipment shall be maintained in a presentable condition. The Contractor will be responsible for maintenance, repairs, and all operating costs of the equipment supplied, including fuel, licensing, insurance, washing and storage. The Contractor shall produce certificates of inspection by authorized Inspectors of the Ministry of Transportation for all vehicles (if applicable). All expenses incurred to perform these inspections and/or meet the requirements of these inspections,
shall be borne by the Contractor. Any Municipality reserves that right to refuse equipment at any point throughout the term of the contract.

2.4.3 The collection vehicles shall be equipped with a communication radio system or cellular phone in good working order with the ability to communicate with the Contractors 'base office'.

2.4.4 The Contractor shall be fully responsible for determining the appropriate quantity and types of vehicles required to perform one hundred per cent (100%) of the day's collection within the time period prescribed by the collection schedule. The Contractor shall supply the necessary amount of equipment and staff to collect, transport, and deliver for processing of materials placed out for curb side collection in accordance with this tender.

2.4.5 The Contractor will be required to supply additional equipment, if necessary, to adequately collect any increased tonnages that may result from seasonal fluctuations, added Recyclable Materials, additional Residential Households, Multi-Unit Dwellings, Apartment Buildings, Industrial/Commercial/institutional, Small Commercial Establishments and public space within the Municipalities and on Un-assumed Roads.

2.4.6 The Contractor shall not cause or permit vehicles to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicles are registered in the name of the Contractor or otherwise. Where in the opinion of the Municipality, equipment used by the Contractor is causing or is likely to cause damage to any private or public roadway, the Municipality may direct the Contractor at its own expense to make changes in or substitutions for such Equipment or to use alternate routes for hauls. The Contractor will be responsible for the consequences of the overload of its vehicles.

2.4.7 Vehicles for recycling collection must be of the closed-in type, except for collection on private roads where alternate vehicles may be utilized upon approval by the Municipality.

2.4.8 The same piece of equipment is not to be used for recycling and garbage collection at the same time unless compartmentalized.

2.4.9 All collection vehicles shall be equipped with brooms and flat shovels and spill kits at all times.

2.5 PROCESSING FACILITIES

2.5.1 The Contractor shall process the recyclable materials at an approved material processing facility in a manner to reduce residual waste and maximize recyclable material recovery and market value.
2.5.2 The Contractor has indicated materials will be delivered to the Green for Life (GFL) Beckwith transfer station; on the contractor’s account as recycle. All material from the Beckwith GFL transfer station is transferred and handled by GFL Environmental and/or its subcontractors. All recycle material is co-mingled.

2.6 BASE OFFICE

2.6.1 The Contractor is to identify its proposed base office location. The base office will be responsible for the administration of the Contract for the Contractor. It will also be responsible for collecting and responding to complaints and the reporting thereof to the Municipality.

Base Office Location

<table>
<thead>
<tr>
<th>Location/Address</th>
<th>Phone Number</th>
<th>Fax Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

2.7 COMMERCIAL VEHICLE OPERATOR’S REGISTRATION

2.7.1 The Contractor must submit an indication of its CVOR safety rating and submit a current commercial vehicle operators record.

2.7.2 After award of the Contract, the Contractor must immediately notify the Municipality of any change in its CVOR safety rating. Upon request by the Municipality, the Contractor shall provide the Municipality with a copy its most recent Carrier CVOR abstract.

2.8 INSURANCE REQUIREMENTS

2.8.1 The Contractor will forward to the Municipality a completed Certificate of Insurance. This Certificate 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.

2.8.2 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 applicable 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:

2-3
a) A limit of liability of not less than $5,000,000 / occurrence with an aggregate of not less than $5,000,000
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
d) Non-owned automobile coverage with a limit not less than $5,000,000 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

2.8.3 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 Five Million Dollars ($5,000,000.00) inclusive per occurrence.

2.8.4 Contractor’s Pollution Liability

The Contractor shall carry a Contractor’s Pollution Liability Policy, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than $5,000,000. 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. The Contractor shall purchase at minimum a 1 Year Extended Reporting Endorsement.

2.8.5 Contractor’s Equipment Insurance

The Contractor will insure all machinery and equipment used for the performance of the Work. 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.

2.9 INDEMNIFICATION AND LIABILITY

2.9.1 The Contractor shall defend, indemnify and save harmless the Town of Renfrew, 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 (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 Supplier, 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 Supplier in accordance with this Contract, and shall survive this Contract.

2.9.2 The Supplier agrees to defend, indemnify and save harmless the Town of Renfrew 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 Supplier’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 Supplier in accordance with this Contract, and shall survive this Contract.

2.9.3 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.

2.9.4 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.

2.10 PERMITS AND APPROVALS

2.10.1 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.

2.11 LAWS AND REGULATIONS

2.11.1 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.

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

2.12 WORKPLACE SAFETY AND INSURANCE BOARD

2.12.1 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.

2.12.2 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.

2.13 ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)

2.13.1 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 each of the Municipalities 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.

2.13.2 It is the successful Bidder’s responsibility to ensure that it is fully aware of, and meets all requirements under the AODA and associated regulations.

2.14 SUB-CONTRACTORS

2.14.1 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.

2.15 CONTRACTOR RESPONSIBILITIES

2.15.1 There shall be no transfer of responsibility to any other party without the express written consent of the Municipality.
2.16 CHANGES IN WORK/EQUIPMENT

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

2.17 CORRECTION OF DEFECTS

2.17.1 The Contractor is required to complete one hundred per cent (100%) of each day's collection. The Contractor shall ensure, to the best of his/her ability, that all work has been completed by the end of each working day. If the Contractor misses any, or all, of a designated collection route, the Contractor shall try to rectify the situation on the day such was missed, taking into consideration weather conditions and timing constraints.

2.17.2 If the Municipality is notified of a missed stop after the Contractor has already left the Municipality for the day, the Contractor shall service that stop at the beginning of the next day. If the breach is not realized until the next day, the Contractor shall remedy the breach that day, before the start of that day's work.

2.17.3 The Contractor shall communicate with the Municipal representative of any misses and must also indicate how and when the situation will be rectified.

2.17.4 All work performed under this Contract will be performed to the satisfaction of the Municipal representative who shall be the sole arbiter in any dispute regarding the interpretation of the Contract between the Municipality and the Contractor. The Municipal representative's decision shall be final and binding.

2.18 SPILLS

2.18.1 The Contractor shall clean up any material that falls to the ground or is spilled as it is being placed in the collection vehicle. This includes any broken glass, paper or liquid.

2.18.2 The collection vehicles are to be properly constructed and maintained to eliminate the depositing of waste or liquids onto the streets during the performance of the Work, and in the case of co-collection vehicles, avoid mixing wastes and the Recyclable Materials. Recyclable Material collection vehicles must have a sufficient number of dividers to separate (if applicable) materials during collection and unloading. It is the Contractors responsibility to immediately clean up, to the Municipalities' satisfaction, any debris or liquid that is discharged from the vehicle. This includes, but is not limited to, gasoline, oil, hydraulic oil or transmission fluid. Each vehicle shall carry hand tools (brush and shovels) to facilitate the sweeping up of any waste which may be spilled.
2.18.3 Each vehicle shall carry safety equipment including, but not limited to, a spill kit, fire extinguisher, first aid kit, and flares. The Contractor spill kit shall include absorbent material at all times to be applied immediately in the event of a liquid spill. The Contractor shall clean up all absorbent material that has been applied to a spill and ensure no residues remain. Liquid spills may also require that the street and any other affected area or property be washed, flushed or otherwise restored to the satisfaction of the Municipality. Spills of certain materials such as hydraulic oils may be tracked significant distances and onto private property. If this occurs, the Contractor shall pay to remove the stains, or otherwise remedy the affected area, on all public and private property if required by the Municipality.

2.18.4 In the event of a liquid spill, the Contractor shall make every effort to minimize the affected area and to contain the spill.

2.18.5 In the event of a liquid spill, the Contractor is responsible for notifying the Ontario Ministry of Environment’s Spills Action Centre (MOE SAC) and the Municipality immediately. If the Contractor fails to do so, the Municipality will report the spill to MOE SAC as an infraction.

2.19 CUSTOMER SERVICE

2.19.1 The Contractor shall maintain for the Term of the Contract, a local or toll free telephone number with means of receiving direction from the Municipality and/or complaints, questions or comments from the public during regular working hours. The telephone number used must allow the Municipality to reach staff between the hours of 7:00 a.m. and 5:00 p.m., Monday to Friday, in order to receive complaints, enquiries, and instructions from the Municipal Representative. 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 twenty four (24) hours.

2.19.2 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.

2.19.3 The Contractor shall implement a procedure to manage all complaints and concerns relative to the execution of the Contract.

2.20 RESTRICTIONS AND LIMITATIONS

2.20.1 If the Contractor cannot collect from a stop because it encounters an impassable obstruction, the Contractor shall report the incident to the Municipality prior to the end of the collection day.
2.20.2 Weather Conditions: If the Contractor cannot collect recyclables or solid waste on any day because of weather conditions, the Contractor shall notify the Municipal Representative immediately, so that this information may be passed along to the public, and this material shall then be collected at the earliest opportunity by the Contractor, but not later than the following day.

2.20.3 Road Construction: The Contractor shall make reasonable efforts to traverse roads under construction in order to provide collection service, but if the Contractor deems the road impassable, alternative methods for collection will be negotiated by the Contractor and the Municipal Representative.

2.21 PUBLIC RELATIONS

2.21.1 It is essential that the Contractor maintain good public relations with the public. If the Contractor encounters a situation that is beyond their control, the applicable Municipality is to be advised immediately. Each Municipality reserves the right to request that an alternate attendant be assigned if adequate public relations are not being maintained.

2.22 SAFETY

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

2.22.2 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.

2.22.3 The Contractor is responsible to maintain all of its machinery and other equipment in good and safe repair. Any equipment deemed to be unsafe shall be removed from the Project 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.

2.22.4 The Contractor is responsible for all applicable training necessary for its employees to safely perform the Services. The Contractor’s Health and Safety Policy shall be adhered to by the Contractor’s employees at all times.

2.22.5 The Contractor acknowledges that it is the ‘Constructor’ with respect to the most current Occupational Health and Safety Act and respective regulations.

2.22.6 The Contractor is responsible for notifying the Ministry of Labour, at the required frequency, of work to be performed under this Contract and shall provide the
2.22.7 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.

2.22.8 Each Municipality reserves the right to terminate the Contract without warning for repeated non-compliance or severe non-compliance with health and safety items outlined in these documents.

2.23 TERMS OF PAYMENT

2.23.1 The Contractor shall submit an invoice to each Municipality on a monthly basis in accordance with the Contract Price at the end of the month service is provided.

2.23.2 Payment will be made within thirty (30) calendar days following receipt of an invoice that is accompanied by the required reports for each applicable Municipality from the Contractor provided Contract requirements have been met and the Work has been deemed satisfactory by the Municipality.

2.23.3 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.

2.24 CONDUCT

2.24.1 The Contractor must understand and acknowledge that it is working in a public environment and potentially in the presence of children. At no time, shall the driver or collectors use profane, foul, vulgar, obscene or inappropriate language or actions while performing Service under this Contract. The appearance of the driver and vehicle, and the manner in which the vehicle is operated, and how the driver interacts with the public, is a direct reflection on the image of the Municipalities, and as such, employees should always project a professional image. The Contractor will remove any employee contravening this Section, or soliciting any gratuity for Services done under this Contract, from the job.

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

2.24.3 The Contractor shall handle all recycling containers or other receptacles with due care and after removing their contents, shall place (not throw) them at the point from which they were taken.

2.24.4 The Contractor shall ensure drivers possess a valid Ontario driver’s license to operate the collection equipment.
2.24.5 The Contractor shall ensure that the drivers wear appropriate safety equipment including, but not limited to, CSA approved steel-toed boots/shoes, CSA approved blaze orange safety vest/jacket/coveralls/t-shirt with reflective striping, gloves, ear plugs, and safety glasses during collection activities. Hard hats must also be made available to the employees for emptying carts and unloading vehicles at designated facilities.

2.24.6 The Contractor shall provide a full training program to the satisfaction of the applicable Municipality to ensure that its drivers and collectors are familiar with operations, safety procedures, the Contractor's Health and Safety policy, all traffic laws including by-laws, and complaint procedures.

2.25 CONTRACT TERMINATION

2.25.1 Renfrew may terminate the Contract:

a) 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.

b) Immediately and without notice, if the Contractor does not comply with the Health and Safety requirements set out in these documents.

c) Without notice, if the Contractor repeatedly fails to make sufficient payments for payments due to its Sub-Contractors or suppliers.

d) Immediately and without notice, if the Contractor attempts to dispose of any Recyclable Material that was collected curbside for processing at any landfill, except for residual material generated from the Material Recycling Facility.

e) Immediately and without notice, if town pays for tipping of material not collection as part of the curbside recycling collection program.

f) Upon expiration of ten days 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.

2.25.2 Any termination of the Contract by the Municipality, as aforesaid, shall be without prejudice to any other rights or remedies the Municipality may have.
2.25.3 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.

2.26 FORCE MAJEURE

2.26.1 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. The benefit of this provision shall not apply to the performance of an obligation which is thirty (30) or more days in default.

2.26.2 The Contractor acknowledges that Ontario Municipalities are subject to the Waste Diversion Act, 2002, (SO 2002, c6) (WDA) and Provincial Blue Box Program Plan (BBPP), which are outside the control of the Municipality. Repeal, replacement or amendment of either, the WDA and/or BBPP may change the operation of any Contract awarded under this RFT sufficiently to be classified, in the sole discretion of the Municipality, as a "Force Majeure" event.
SECTION 3.0 - GENERAL RECYCLING SPECIFICATIONS

3.1 COLLECTION

3.1.1 The service of curbside dual stream blue box recycling collection and 95 gallon tote collection is to be available to every stop once per week (52 times per year).

3.1.2 The Contractor shall clean up any material that has been strewn from a recycling container, covered under this Contract, for any reason within a reasonable distance of the recycling container. Clean up of strewn materials includes any materials that have fallen from a recycling container prior to the arrival of the Contractor at the collection location.

3.1.3 Each load of recyclable materials collected curbside and from the landfill depot shall be weighed prior to delivery to an approved processing facility. Each collection vehicle shall be weighed empty at least once per month to obtain a tare weight.

3.2 PROCESSING

3.2.1 The Contractor shall transport to GFL for process. All materials collected, less the allowable Residual Material, shall be utilized, reused or recycled into useable material.

3.2.2 The Contractor shall ensure all vehicles delivering Recyclable Materials are weighed upon entry to the Transfer Station. Should the weigh scale be out of order, the Contractor shall make alternate arrangements to record weights that are satisfactory to the Municipality. Renfrew shall be notified immediately of any scale malfunctions.

3.2.3 The Contractor shall maintain and provide on a monthly basis the following summary of the weigh scale records:

   i) Incoming Received Material.

3.2.4 Each Municipality shall be provided a copy of the original records upon request.

3.3 COLLECTION, PROCESSING AND MARKETING

3.3.1 When performing Services under this Contract, the Contractor shall only collect from sources covered under this Contract. For example, the Contractor shall not collect materials covered under private contracts or from sources outside the Municipality while performing curbside collection in the Municipality without the written consent of the Director.

3.3.2 The program shall consist of the following materials:
3.4 CURBSIDE COLLECTION CONTAINERS AND HANDLING

3.3.3 Materials shall be collected and processed in such a way so as to maximize the marketability of the products.
3.4.1 Collection Containers

All Recyclable Materials collected curbside must be placed and kept in approved containers. An approve container consists of a standard bluebox up to 24 gallons or other acceptable sized container. Clear plastic bags may be utilized to set out shredded paper. A box may be used to bundle broken down cardboard.

3.4.2 Container Limits

There is no limit of approved containers for recyclables and bundles of cardboard that may be placed out for collection.

Recycling containers are standard plastic blue box design used province-wide for Municipal recycling programs.

3.4.3 Location of Containers

All bags, containers or bundles to be collected in accordance with this Contract shall be placed within four feet of the curb or travelled roadway or where the curb forms part of the sidewalk at the front of the property in a place of the easiest access to the Contractor and at ground level. Where this cannot be reasonably observed, the Municipal Representative shall have the power to designate the location at which the containers or bags shall be placed for collection, which may include a collection location on private property. In all cases, the containers or bags shall in no way obstruct the travelled portion of a public road, a public sidewalk or any other public way.

Where, for any reason, collection cannot be made from the locations specified in this section, items to be collected pursuant to this Contract shall be placed at locations agreed upon by both the Contractor and the Municipal Representative.

In the case of a multi-unit, condominium and private roads serving several residences, the Municipality may establish a predetermined location where the materials can be placed out for collection.

The Contractor shall return emptied containers to approximately the same location as where they were picked-up from. During windy or winter conditions, the emptied containers may be placed further back from the curb or roadway to prevent the containers being damaged by snow ploughs or being blown into the roadway and creating a hazard.

3.4.4 Container Handling
SECTION 3.0 – GENERAL RECYCLING SPECIFICATIONS

After Recyclable Materials have been collected, all Approved Containers shall be replaced in approximately the same position in which they were located prior to collection, but in no case shall they be replaced on the travelled portion of the road. Care shall be used not to damage the private or Municipal containers. The Contractor will be responsible for damage to containers due to negligence in handling. Containers that are badly damaged by the Contractor or are thrown into the collection vehicles shall be replaced before the next collection day with containers of equal quality by the Contractor at their own expense and to the satisfaction of the Municipal Representative.

Any material spilled on the ground during the course of collection must be picked up and placed in the appropriate container or vehicle by the vehicle operator.

3.5 UNACCEPTABLE MATERIALS FOR COLLECTION

3.5.1 Only acceptable Recyclable Materials as specified in this document are to be collected by the Contractor. Should any materials be required to be left at the curbside as unacceptable materials, such materials shall be left inside the container, with the container placed back in an upright position (so items do not spill out), together with an explanatory sticker applied to the item explaining why the material was left behind. The contractor shall collect 100% of all other acceptable materials placed at the curbside, including acceptable materials found in the same container as other unacceptable materials, leaving behind only those materials deemed unacceptable as specified in this document.

3.5.2 Should the Municipality become aware of a location where unacceptable materials were left at the curbside and upon speaking with resident, the unacceptable materials issue is resolved, the Contractor shall return to the original collection location and collect the now acceptable materials, as so directed by the Municipality.

3.5.3 The Municipality may occasionally request that the contractor to return to a collection location where a correction has been made by the resident with regards to unacceptable material. Return to the location shall be at no additional cost to the Municipality. Should a return request be made by the Municipality, the Contractor may return to the request location at the end of the regular collection day. Should a return request be made after the Contractors collection vehicle has left the Municipality, the Contractor shall begin the following days collection by collecting the now acceptable materials.

3.5.4 The intent of returning to a location where a correction has been made is to be understanding with residents that are not purposefully disregarding the sorting requirements. Good customer service will help to avoid the likelihood that un-collected recyclables end up in the garbage stream out of frustration or due to the lack of blue box space available until the next regularly scheduled collection day.
SECTION 3.0 – GENERAL RECYCLING SPECIFICATIONS

3.6 REFUSAL NOTICE STICKERS

3.6.1 A 'refusal notice' will be developed by Renfrew in consultation with the Contractor. It will include, to the extent possible, 'check boxes' of common reasons for refusal to make them quick and easy to fill out.

3.6.2 Renfrew will be responsible for the cost of printing the refusal notices and will provide them, at no charge, to the Contractor as required. The cost of completing and applying the notices and reporting of such shall be included in the Contractors unit collection costs.

3.6.3 The Contractor shall place stickers on Recyclable Material boxes, carts and bags at all locations where material is not collected. The sticker shall identify the reason(s) why the items were left at the curb.

3.6.4 The Contractor shall record the address and the reason for the infraction on a log sheet. The contractor shall complete both required actions (recording the infraction on a log sheet and placing stickers where material is not collected) at each location. The infraction log sheet shall be emailed to the Municipality at the end of each month. The log sheet shall be provided in a digital typed format (email or excel) so that information (such as an address) can be easily queried.

3.6.5 It is integral to the success of the Municipalities recycling program and Contractor relationship that this sticker and log system be utilized. It provides both the Municipality and the Contractor with a method of educating service users with respect to specific program information.

3.7 MISSED OR LATE SET OUTS

3.7.1 If the Contractor misses one or more Setouts or part of a collection route or is asked to collect a late set out, he/she will make every reasonable effort to collect the missed Setouts on the same collection day. If this is not possible, the missed Setouts will be collected on the following collection day. The determination of "reasonable" or "possible" will be at the discretion of the Designated Official or his/her designate.

3.8 SPILLAGE AND LITTER

3.8.1 The Contractor is required to clean-up spillage and loose material resulting from collection. Considerable effort shall take place to clean up from animal problems, broken containers, or for any other reason. The Contractor will not leave or deposit any material on any portion of the street, sidewalk, boulevard, or other private or public property.

3.9 REPORTING
3.9.1 All reporting shall be done in metric units as applicable. Weigh scale receipts must be maintained and made available in a format and manner as requested.

3.10 RELIABILITY OF SERVICE

3.10.1 In the event of equipment failure, the Contractor will be required to make whatever arrangements necessary to have the recyclables removed from the streets without delay. If weather conditions arise that do not permit the collection of recyclables, then the Contractor shall pick-up the recyclables the following day or when conditions sufficiently improve to allow for collection. Delayed collection days due to weather should be kept to an absolute minimum. Each Municipality shall be informed by the contractor as soon as possible if any such delays occur.
4.1 COLLECTION SCHEDULE

4.1.1 COLLECTION TIME

The Contractor shall not commence collection prior to 7:30 a.m. in all areas of The Town of Renfrew, with the exception of the Downtown Core as discussed in section 4.1.3.

The Contractor shall complete 100% of the day's collection by no later than 6:00 pm on the regular day of collection.

4.1.2 COLLECTION DAY

The dual stream recycling collection schedule is to be undertaken on a weekly basis, with collection occurring on Tuesday, Wednesday and Thursday. This is a change from the current bi-weekly schedule. The Municipality will be responsible for public notification of the change in schedule.

4.1.3 COLLECTION TIMES IN DOWNTOWN CORE

The Contractor shall undertake recycling collection in the Downtown Core between 9:30 am and 1:00 pm on the specified day of collection. The Contractor is permitted to undertake additional collection in the Downtown Core prior to 9:30 am if they so choose (ex. to avoid parked vehicles); however such additional collection will be at the Contractors own expense. Collection shall occur on the day which coincides with the weekly service.

Table 4.1.1 - Downtown Core Area

<table>
<thead>
<tr>
<th>Street</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plant Street</td>
<td>Munroe Avenue</td>
<td>Hall Avenue</td>
</tr>
<tr>
<td>Raglan Street</td>
<td>Munroe Avenue</td>
<td>Hall Avenue</td>
</tr>
<tr>
<td>Argyle Street</td>
<td>Munroe Avenue</td>
<td>Opeongo Road</td>
</tr>
</tbody>
</table>

4.1.4 CARDBOARD COLLECTION IN DOWNTOWN CORE

As above, cardboard collection service shall be provided in the Downtown Core between 9:30 am and 1:00 pm on the specified day of collection. The Contractor is permitted to undertake additional collection in the Downtown Core prior to 9:30 am if they so choose and at their expense. There shall be no size or quantity restrictions on the cardboard collected in this area.

4.2 PUBLIC SPACE COLLECTION

4-1
4.2.1 The Contractor shall collect recyclables from public space containers on a weekly basis, coinciding with the regular weekly service provided to residential, multi-residential and ICI locations or other such interval as may be required. Twenty-six (26) recyclable collection containers are present on Raglan Street South.

4.2.2 Additional public space recycle collection containers maybe implemented with the locations to be confirmed by the Municipality.

4.3 MA-TE-WAY PARK ACTIVITY CENTRE COLLECTION

4.3.1 Municipal staff currently collects recyclables in parks and disposes recyclables in totes. The Contractor will be responsible collect weekly. The Town may adjust collection service frequency up or down.

4.3.2 Monthly pricing includes mandatory tote recycling services at the Town of Renfrew Ma-te-way Activity Centre. The quoted price shall include the provision and maintenance of all required collection containers; removal of the materials when the containers are full; hauling, processing and marketing of materials.

4.3.3 Types of materials collected at the Ma-te-way Activity Centre are to match materials collected curbside. As per the initial instruction, pricing for collection and processing must exceed zero dollars in a manner that proportionally allocates the costs to the recycling activity.

4.3.4 Recyclable material at the Ma-te-way Activity Centre will be collected and serviced bi-weekly, ideally on Thursday. If the contractor proposes an alternate collection schedule for curbside collection on a single day, it will be acceptable for collection services at the Ma-te-way Activity Centre to match the curbside collection schedule. The containers shall be clearly labeled to indicate the type of material that can be placed in each container.

4.3.5 The facility is currently serviced with ten (10), 360 litre (95 gallon) totes. Five (5) totes for fibres, and five (5) totes for plastic/glass/aluminum.

4.4 DEPOT COLLECTION

4.4.1 The Contractor shall provide mandatory recycling services at the Town of Renfrew Landfill. The contract lump sum price includes the provision and maintenance of collection containers; removal of the materials when the containers are full; hauling, processing and marketing of materials.

4.4.2 Recyclable material at the Landfill Site depot will be collected and serviced a minimum of once per week, ideally on Tuesday, Wednesday or Thursday. The Site currently uses 10 - 95 gallon totes for comingled and 3 - 6 yard front end bins for cardboard at Landfill. The front end bins can be replaced with totes if
required. The containers shall be clearly labeled to indicate the type of material that can be placed in each container.

4.4.3 Depots will be serviced only during the normal landfill operating hours. The landfill is closed on each of the holidays listed in section 1.4.2.

4.4.4 The contractor shall provide a separate an accurate count of the number and type of full containers collected at the landfill Site if the collection of recyclables from the landfill does not occur on the same run as the regular Municipal curbside collection.

4.5 HOLIDAY SCHEDULE

4.5.1 No curbside collection shall be made on the holidays (or on the shifted day if the holiday falls on a weekend) described in section 1.4.2 in the Town of Renfrew.

4.5.2 When a Holiday occurs on a normal collection day, collection shall be shifted to the Wednesday immediately before or after the holiday. Where this is not practical, an alternate day as may be approved by the Municipality.

4.5.3 The Contractor shall bear at its own expense, such additional overtime rates for extra forces and provisions as may be required to provide the same frequency of collection during weeks in which Holidays occur.

4.6 MULTI-RESIDENTIAL SUCCESS

4.6.1 The Town is aware that several multi-residential buildings (buildings with 6 or more units) do not currently utilize or under-utilize the recycling services currently offered. In an attempt to increase recycling collection participation, The Town of Renfrew wishes to implement several new strategies, including the implementation of a tote collection program and collection from private roads and dead ends.

4.6.2 A Map showing Multi-Residential locations and number of units can be found at

https://renfrewgis.maps.arcgis.com/apps/MapSeries/index.htmlappid=7c4265eb59ad4bdfadd1852329c984b3

4.6.3 In support of multi-residential recycling success, the contractor shall:

a) Collect recyclables from all multi-residential buildings within the Town of Renfrew, including those located on private roads, driveways, dead ends, or other locations that are determined by the Town. Some locations may not have sufficient room to allow a typical waste truck to drive in and drive out. This may require the contractor to utilize an alternate collection vehicles capable of accessing such areas or utilize additional man power to aid vehicle navigation, such as backing up safely.
b) Provide collection services for 360 Litre (95 gallon) totes to multi-residential buildings to be identified by the Town, with service provided either at the curbside or at an alternate location agreed upon by the Town, property owner, and contractor. Collection equipment shall be compatible to collect totes that conform to ANSI Safety Standard Z245.30 and ANSI Compatibility Standard Z245.60.

c) Multi-residential units participating in the tote collection program will be provided with a minimum of two (2) – 360 Litre (95 gallon) bulk collection ‘totes’ per fourteen (14) units (or less). If additional tote capacity is added at a location, the contractor will service all additional totes without additional charge. For example:

- 6 - 14 Units: 2 - 360 Litre totes
- 15 - 28 Units: 4 - 360 Litre totes
- 29 - 42 Units: 6 - 360 Litre Totes

d) The provision of 360 L totes by the Town of Renfrew to select multi-residential buildings will be undertaken over the course of several months. The contractor is expected to provide tote collections services as soon as 360 L totes are provided to residents.

e) Recyclable materials shall be collected from locations utilizing bulk collection ‘totes’ on a weekly basis, coinciding with the regular weekly service provided to residential and ICI locations.

f) The contractor shall ensure that recyclable materials collected under other private contracts remain completely separate from recyclable material collected from bulk collection ‘totes’ under the Municipal contract. The contractor may combine Municipal tote collection with Municipal curbside blue box collection. All recyclable materials collected under this Municipal contract shall be collected and weighed separately from all other tonnage collected under private contracts.

4.6.3.1 There are approximately 576 multi-residential units (buildings with 6 or more units) in Renfrew. The current collection programs in use and provided to these locations vary considerably. There is currently no formal Municipal recycling collection program utilizing totes in place in Renfrew, although the Town is aware that one building has a recycling program and supplies tenants with blue boxes.

4.7 FULLY PRIVATE COLLECTION

4.7.1 Several large Commercial, Industrial and Institutional properties, do not utilize the Town’s Municipal collection program. These locations have full private collection
programs in place and do not use the curbside collection program. These locations are not included in the stop count tables included in the Form of Tender. Other commercial locations make use of the blue box program and are included in the stop counts.

4.8 SUMMARY OF SERVICES

Renfrew - Curbside Collection and Processing Services

<table>
<thead>
<tr>
<th>Item #</th>
<th>Item Description</th>
<th>Unit</th>
<th>Est. Quantity</th>
<th>#Weeks/Year</th>
<th>Times/Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Recyclable Material Collection</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>a) Residential Curbside¹</td>
<td>stops</td>
<td>3269</td>
<td>52</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>b) Multi-Residential Tote²,³</td>
<td>stops</td>
<td>576</td>
<td>52</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>c) ICI</td>
<td>stops</td>
<td>219</td>
<td>52</td>
<td>1</td>
</tr>
<tr>
<td>2.</td>
<td>Recyclable Material Processing</td>
<td>Per tonne</td>
<td>13.5</td>
<td>52</td>
<td>1</td>
</tr>
<tr>
<td>3.</td>
<td>Public Space Collection</td>
<td>stops</td>
<td>26</td>
<td>52</td>
<td>1</td>
</tr>
<tr>
<td>4.</td>
<td>Landfill Site Depot</td>
<td>week</td>
<td>1</td>
<td>52</td>
<td>1</td>
</tr>
<tr>
<td>5.</td>
<td>Arena Facility Recyclable Collection</td>
<td>week</td>
<td>1</td>
<td>52</td>
<td>1</td>
</tr>
</tbody>
</table>

¹ Includes all residential stops, including but not limited to all single family homes, townhomes, and multi-residential locations currently using and expected to continue using the Municipal curbside blue box collection program.

² Total number of units requiring tote collection services. If a location identified in line 1(b) ultimately chooses to utilize the curbside collection program, stops counts will be adjusted up or down in lines 1(a) "Residential Curbside and line 1(b) Multi-Residential.

³ Currently the Town of Renfrew is not aware of any locations receiving “tote” service. At the commencement of the contract, the contractor will work with the Town of Renfrew to establish a multi-residential recycling program by installing totes in locations where feasible. Payment for multi-residential recycling will occur when totes are supplied to a building.
Certificate of Competency

Issued pursuant to the Truck Transportation Act
Certificate of Competency No.

075-993-651

This is to certify that

KCRAE, HOWARD, B

is qualified as a holder of a Certificate of Competency under the Truck Transportation Act and regulations and is hereby issued this Certificate.

Year
Month
Day

90
10
04

Ministry of Transportation
Ontario

Ministère des Transports
Ontario

Certificat de compétence
délivré en vertu de la Loi sur le transport par camion

Certificat de compétence n°

075-993-651

Le présent certificat atteste que

a rempli les conditions d'obtention d'un certificat de compétence en vertu de la loi sur le transport par camion et de ses règlements, lequel certificat lui est remis par les présentes.

Registrar of Motor Vehicles
Renseigneur des véhicules automobiles

(on page)
May 12, 1995

Edward McRae
801339 Ontario Inc.
R. R. 62
Carleton Place, Ontario
K7C 3R2

Dear Sirs:

Re: Your Provisional Certificate of Approval
for a Waste Management Centre No. A 860916

The attached Provisional Certificate of Approval has been issued to the above noted company only for the collection of domestic, commercial and non-hazardous solid industrial wastes including contaminated soil and other waste limited to spill clean-up material from the Province of Ontario and the transportation of such wastes to the waste disposal sites or facilities for which a Certificate of Approval or a Provisional Certificate of Approval has been issued permitting such wastes to be disposed of at the site.

Please be advised that in accordance with the enclosed Provisional Certificate of Approval No. A 860916 you are certified to collect and transport non-hazardous waste. If any waste that you intend to pick up may be deemed as subject waste, you are not approved under this Provisional Certificate of Approval to collect and transport this material.

You are required to operate your waste management system in accordance with the conditions of approval specified therein. Should you wish to enlarge, extend or alter the operation of your waste management system in any way, you are required by legislation to submit an application for approval to this Ministry.

Should you have any questions concerning the above, please do not hesitate to contact Mr. "Paul TerStooge" at (416) 440-2374.

Yours truly,

[Signature]

S. Demakakis, P.Eng., Supervisor
Waste Sites & Systems Approvals Unit
Industrial Approvals Section

Encl.

P/s:

G3: District Manager, Ottawa
LICENCE #: 107536
RIN: 102-346-895

EFFECTIVE DATE: 91/01/15

This Licence is issued to:

603836 ONTARIO INC.
118 11 BECKWITH
CARLETON PLACE RR2, ONTARIO
K7C 3P2

Under the TRUCK TRANSPORTATION ACT, 1918 and the Regulations, and subject to the limitations thereof, to operate an intra-provincial undertaking.

P1550-001 GENERAL FREIGHT
For the carriage of GOODS between:
(00000) POINTS IN ONTARIO
CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER:
The Corporation of the Town of Renfrew
127 Raglan Street
South Renfrew, ON K7V 1P8

BROKER:
McDougall Insurance Brokers Ltd.
166 Daniel Street, North,
Amprior, Ontario K7S 2L3

INSURED:
TOPPS Environmental Solutions
o/a 803836 Ontario Inc.
1165 9 Line
Carleton Place, ON K7C 3P2

INSURER:
COMPANY A: Economical Mutual (A)
COMPANY B: Aviva
COMPANY C: Premier Canada
COMPANY D: 

COVERAGES:
This is to certify that the policies of insurance listed below have been issued to the insured named above and are in force at this date.

<table>
<thead>
<tr>
<th>CO</th>
<th>TYPE OF POLICY</th>
<th>POLICY NUMBER</th>
<th>EXPIRY DATE (YYYY MM DD)</th>
<th>LIMIT OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Commercial General Liability</td>
<td>0409060093</td>
<td>2020/05/26</td>
<td>$5,000,000 Aggregate Limit</td>
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<tr>
<td></td>
<td>Claims Made: X Occurrence</td>
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<td></td>
<td>$5,000,000 Each Occurrence Limit</td>
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<tr>
<td></td>
<td>Products / Completed Operations</td>
<td></td>
<td></td>
<td>$5,000,000 Personal Injury Limit</td>
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<tr>
<td></td>
<td>Employers Liability</td>
<td></td>
<td></td>
<td>$250,000 Tenants Legal Liability</td>
</tr>
<tr>
<td></td>
<td>Non-Owned Automobile</td>
<td></td>
<td></td>
<td>(Any One Premises)</td>
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<tr>
<td></td>
<td>Peril: Broad Form</td>
<td></td>
<td></td>
<td>$25,000 Medical Expense Limit</td>
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<tr>
<td></td>
<td>Valuation: Replacement Cost (Stock - Actual Cash Value)</td>
<td></td>
<td></td>
<td>(Any One Person)</td>
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<tr>
<td></td>
<td>Co-Insurance: Stated Amount</td>
<td></td>
<td></td>
<td>$5,000,000 Non-Owned Automobile</td>
</tr>
<tr>
<td>B</td>
<td>All Owned Vehicles</td>
<td>6741254665</td>
<td>2020/05/26</td>
<td>$5,000,000 Third Party Liability</td>
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<tr>
<td></td>
<td>All Leased Vehicles</td>
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<td></td>
<td></td>
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<tr>
<td></td>
<td>Specified Vehicles Only</td>
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<tr>
<td></td>
<td>DESCRIBED AUTOS</td>
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<tr>
<td>C</td>
<td>Umbrella Form</td>
<td>EB00173-06</td>
<td>2019/11/01</td>
<td>Third Party Liability Limit - $5,000,000 Each Occurrence</td>
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<tr>
<td></td>
<td>Contractors Pollution Liability</td>
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</tbody>
</table>

Description of operations / locations / vehicles / other: Waste Management – Recycle

The insurance afforded is subject to the terms, conditions and exclusions of the applicable policy. This certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer. This certificate does not amend, extend or alter the coverage afforded by the policies above. The Insurer will endeavor to mail the holder of the Certificate 30 days (15 days non-payment of premium) written notice on any material change in or cancellation of these policies, but assumes no responsibility for failure to do so.

per

Tara Dorken – Commercial Account Manager
Dated: July 12, 2019