CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

BY-LAW NO. 2016-06

BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND TO SIGN AN AGREEMENT WITH TOMLINSON ENVIRONMENTAL SERVICES LTD.

WHEREAS Sections 8, 9, and 11 of the Municipal Act, 2001, S.O. 2001, Chapter 25 and amendments thereto provides that every municipal Corporation may pass by-laws for the purpose of governing its affairs as it considers appropriate;

WHEREAS the Council of the Corporation of the City of Clarence-Rockland deems it expedient to sign an agreement with Tomlinson Environmental Services Ltd. for $1,464,123.96 plus HST for the next five fiscal years 2016-17 to 2020-21.

NOW THEREFORE, the Council of the Corporation of the City of Clarence-Rockland enacts as follows:

1. **THAT** Municipal Council authorizes the Mayor and the Clerk to sign an agreement with Tomlinson Environmental Services Ltd. for $1,464,123.96 plus HST ;

2. **THAT** the agreement be in the form hereto annexed and marked as Schedule "A" to this by-law;

3. **THAT** this by-law shall come into force on the day of its adoption.

READ, PASSED AND ADOPTED BY COUNCIL THIS 25 DAY OF JANUARY, 2016.

GUY DESJARDINS, MAYOR

MONIQUE OUELLET, CLERK

SERVICE CONTRACT FOR THE COLLECTION AND TRANSPORTATION OF GARBAGE, LEAF & YARD WASTE & RECYCLABLE MATERIAL

BETWEEN

THE CORPORATION OF THE CITY OF CLARENCE- ROCKLAND

AND

TOMLINSON ENVIRONMENTAL SERVICES LTD.

January , 2016

Table of Contents

1. DEFINITIONS 1

SCHEDULE 1 SERVICES 37
SCHEDULE 2 CHARGES 46
SCHEDULE 3 TOMLINSON ENVIRONMENTAL SERVICES LTD. PROPOSAL 47

1. DEFINITIONS

In this Contract the following words and phrases shall have the following meaning:

"Additional Services" means these services requested by the Municipality under Section 5;

"Anniversary Date" means the day that follows any twelve month period starting from the Commencement Date of the Contract;

"Applicable Laws" includes the common law and any and all statutes, by-laws, regulations, permits, approvals, certificates of approval, licenses, judgments, orders, injunctions, authorizations, directives, whether federal, provincial or municipal including, but not limited to all laws relating to occupational health and safety matters, fire prevention and protection, health protection and promotion, land use planning, Building Code, or workers' compensation matters and all Environmental Laws that apply to the Services, the operation of the Services and the land on which the Services are provided;

"Bulky Items" means appliances, box spring, mattresses, mirrors, furniture, mats, carpets and underlay, toys, electronics, and scrap metal and/or any other item as designated by the Designated Municipal Official;

"Business Day" means any day from Monday to Friday inclusive, excluding statutory or civic holidays observed in Ontario;

"Change in Law" includes the coming into effect after the Commencement Date of any legal change, including directive, statute, statutory instrument, regulation or by-law through a draft bill as part of any government departmental consultation paper; a government bill or white paper; a draft statutory instrument; any applicable judgment of a relevant court of law that may affect the Services; or any guidance provided from any ministerial authority, circular or best practice note with which the Contractor is legally bound to comply;

“City” means the City of Clarence-Rockland;

“CRL” and “CRLYWTS” mean the City of Clarence-Rockland Landfill and the City of Clarence-Rockland Leaf & Yard Waste Transfer Station designated for the purposes of this Contract;

"Collectible Waste" is defined in the applicable Waste Collection By-laws as may be amended from time to time. For the purposes of this contract, Collectible Waste is also defined to include Garbage, Recyclable Material, and Leaf & Yard Waste;

"Collection" means the collection of Collectible Waste and includes delivery to the CRL and CRLYWTS, or any other facility designated by a Designated Municipal Official;

"Collection Route" means those routes that have been approved by the Designated Municipal Official for use by the Contractor to perform the Services;

"Collection Vehicles'' means any vehicles used by the Contractor for the collection of Collectible Waste;

"Commencement Date" means the date specified in Section 2.2;

"Compostable Material'' means any putrescible material such as food, leaf and brush as may be designated by the Designated Municipal Official from time to time;

"Container" means a garbage bag or rigid container such as a garbage bag, leaf and yard waste paper bag, blue box, black box, other plastic container such as a laundry basket or storage container, or any other container deemed suitable by the Designated Municipal Official for Collectable Waste;

"Contract" means this Contract, including all Schedules, and all Contract Documentation;

"Contract Document" means this Contract, including all Schedules and all Contract Documentation;

"Contract Documentation" means the documents described in Section 37.1;

"Contract Term" means the period specified in Section 2.1;

"Contract Price" means the sum remitted to the Contractor for the Services payable per calendar month by the Municipality in accordance with Section 6;

"Contract Year" means a 12 month period. The first Contract Year is the 12 month period starting from the Commencement Date;

"Contractor" means Tomlinson Environmental Services Ltd.;

''Customers" means those properties within the Municipality whose Waste is required to be collected under the Contract;

"Day" means the period from midnight to midnight;

"Designated Collection Area" means that area within the municipal limits that is designated to receive the collection of garbage, recyclable material, and leaf & yard material either singularly or in total;

"Designated Municipal Official" means the municipal representative designated by the applicable municipality to manage the contractor, or person(s) designated by them;

"Environmental Laws" means, any and all statutes, by-laws, regulations, permits, approvals, certificates of approval, licenses, judgments, orders, judicial decisions, injunctions, and authorizations related to environmental matters and which are applicable to the regulation of the Collectible Waste;

"Escalation Factor" means the annual adjustment of contract prices in direct proportion to the annual cost of living increase stipulated by the Ontario All Items CPI Index;

"Equipment" means the Collection Vehicles, and other tools and materials used by the Contractor to perform the Services;

“Execution Date" means the time at which an authorized representative of the Contractor and an authorized representative of the Municipality has signed the Contract;

"Expiry Date" means the date set out in Section 2.1;

"Garbage" is defined in the municipal Waste Collection By-law and as may be amended from time to time;

"Good Industry Practice" means that degree of skill and care prudence and foresight and operating practice which would reasonably be expected from time to time of a skilled and experienced contractor engaged in the same type of undertaking as the Contractor under the same or similar circumstances;

"Health and Safety Obligation(s)" means any obligation imposed on the Contractor by the Applicable Laws or compliance with Good Industry Practice or the Contract Documents in respect of health and safety at work, including all applicable requirements of the *Occupational Health and Safety Act*, R.S.O. 1990, c.0.1, and regulations, as these may be amended from time to time;

"IC&I" means industrial, commercial and institutional;

“Incomplete Route” means three (3) or more consecutive collection locations, or such other number as may be determined by the Designated Municipal Official that was not collected by the Contractor within the specified times on the specified route.

"Indemnified Party" or "Indemnified Parties" means the Municipality and its employees, elected representatives, advisors and agents prior to, during, and after the Contract Period;

"Liquidated Damages" has the meaning ascribed thereto in Section 26.3 of the Contract;

“Material Recovery Facility” or “MRF” means the Waste Management Receiving Facilities for Recyclable Material.

“May” in this document denotes permissive;

“MOECC” means the Ministry of the Environment and Climate Change;

"Municipality” means the Corporation of the City of Clarence-Rockland;

"OCC" means old corrugated cardboard which is a recyclable material as defined in the applicable Waste Collection By-law as amended from time to time;

"Operating Hours" means the hours for collection of Collectible Waste between 7:00am and 5:00 pm on the scheduled collection days of the weekly five-day collection cycle, as such hours may be amended by the City from time to time, and includes being available between the hours of 7:00am and 9:00 pm to the Designated Municipal Official;

"Parties" means the Municipality and the Contractor;

''Performance Bond" has the meaning ascribed in Section 7;

''Personal Information" means personal information as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56;

"Primary Collection Vehicles" means the Collection Vehicles that are used daily to provide the Services;

''Prohibited Act" means:

(a) offering, giving or agreeing to give any employee and/or any elected representative of the Municipality any gift or consideration of any kind for any reason, including as an inducement or reward:

(i) for doing or not doing (or for having done or not having done) any act in relation to the performance of the terms of this Contract or any other contract with the Municipality; or

(ii) for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Municipality;

(b) entering into this Contract or any other contract with the Municipality in connection with which commission has been paid or has been agreed to be paid by the Contractor or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Municipality; or

(c) committing any offence under any Applicable Laws, including:

(i) under the Criminal Code of Canada; or

(ii) under any legislation creating an offence in respect of fraudulent acts; or

(iii) at common law in respect of fraudulent acts in relation to this Contract or any other contract with the Municipality; or

(d) defrauding or attempting to defraud or conspiring to defraud the Municipality.

"Proposal" means the Contractor's bid submission, including technical and financial sections, attached as Schedule 3 herein, and forming part of the Contract Documentation;

"Qualifying Change of Law" means any change in law that specifically affects the Services or any part thereof, or imposes a general statutory obligation on the Municipality, their employee(s) or the public generally, that may lawfully and properly be discharged by the Contractor under the terms of the Contract;

“Recyclable Material" is defined in the municipal Waste Collection By-law as amended from time to time and as per material identified in Recycling calendar, that also can be amended from time to time;

“Regulations" means all rules or regulations, whether Federal, Provincial or Municipal, having force of law;

"RFP" means RFP F18-INF-2015-017, Request for Proposal Collection and Transportation of Garbage and Leaf & Yard Waste and Collection, Transportation and Processing of Recyclable Material;

''Services" means the services required to be provided by the Contractor for the benefit of the Municipality and the Customers, as described in this Contract.

"Submission" means the Contractor's bid submission;

"Term" means the Contract Term;

"Waste Collection By-Law" means the By-law passed by the Municipality providing for and governing the collection of waste within the Municipality and as amended from time to time;

"Waste Management Site" means either the CRL or CRLYWTS, as applicable;

"Week" means, for the purpose of defining a payment period, seven consecutive days, starting on Monday and ending on the following Sunday;

"Work" means the performance of the Collection services and all related services including, but not limited to the supply of all materials, vehicles, labour, facilities, supervision, services, permits, licenses or approvals required to complete the Contractor's obligations under the Contract Documents including any changes to the Work which may be ordered by a Designated Municipal Official as provided herein;

"Working Days" means, for the purposes of this Contract, Monday to Friday inclusive, except statutory holidays observed in the Province of Ontario;

"Yard Waste" means organic materials including leaves, garden debris, grass clippings, shrubbery, brush, branches, and tree trimmings and as amended from time to time.

2. TERM

2.1 This Contract shall come into force on the Commencement Date and shall continue in force until March 13, 2021 (the "Expiry Date") or until varied, reviewed, or terminated in accordance with the provisions hereunder.

2.2 The Services shall be provided from March 14, 2016 ("Commencement Date") and shall continue to be provided until the Expiry Date, or such earlier date as the Contract is terminated (the “Contract Term”).

2.3 The Contract may be extended, at the Municipality’s sole option, for a maximum of two (2) additional one (1) year terms on the same terms and conditions set out herein.

3. OBLIGATIONS PRIOR TO COMMENCEMENT DATE

3.1 As soon as reasonably practicable and in any event (unless otherwise agreed by the parties) prior to the Commencement Date, the Contractor shall:

(a) execute and deliver to the Municipality a Performance Bond in the form and in the terms specified in Section 7 hereof within 7 days from the Execution Date;

(b) provide the Municipality with a telephone customer call number by January 31, 2016;

(c) submit confirmation of:

(i) all insurance policies as are required in Section 16 hereof;

(ii) WSIB certificates; and

(iii) the Contractor's health and safety policy on or before January 1, 2016;

(d) submit a certified copy of a Certificate of Approval or Environmental Compliance Approval for a Waste Management System issued by the Ontario Ministry of the Environment, to the Municipality on or before January 31, 2016;

(e) provide the Designated Municipal Official with appropriate documentation confirming that primary collection vehicles will be no older than seven (7) years old at any time during the Contract Term; and no older than ten (10) years old for Leaf & Yard waste, and that each spare Collection Vehicle has been maintained to a standard satisfactory to the Designated Municipal Official, on or before January 1, 2016;

(f) obtain all permits or licenses necessary to perform the Services in accordance with all Applicable Laws and provide evidence to the Designated Municipal Official that it has done so on or before January 31, 2016;

(g) prior to the Commencement Date, submit the make, model year and serial number of each Collection Vehicle that will be used by the Contractor; and

(h) prior to the Commencement Date, provide GPS access to the Municipality to test and ensure all GPS systems are functional and compatible with the Municipality's systems.

3.2 Where the Contractor fails to provide any of the above items by the Commencement Date, the Contractor shall forego and surrender to the Municipality the amount of the Performance Bond provided by the Contractor in its Proposal and the Municipality shall be entitled to keep such amount, in addition to any other remedies available to the Municipalities under this Agreement.

3.3 The Municipality and the Contractor shall:

(a) comply with such other obligations as are necessary for the Services to commence; and

(b) provide to the other all other information and documents which they are required to provide in accordance with the Contract Documentation and good practice.

4. SERVICES

4.1 During the Contract Period, the Contractor shall provide to the Municipality the Services in accordance with the requirements of Schedule 1 hereto (the "Services").

4.2 The parties agree that they will make efforts to update, modify and amend the Contract from time to time to reflect the changing nature of the Services and the requirements of the Municipality.

4.3 In the event that the Municipality requests the Contractor to provide services not included within the scope of Schedule 1, the parties will negotiate the terms of such additional or amended services in a further agreement, which will establish, at a minimum, such matters as project scope, staffing, scheduling and costs.

4.4 Any change to the Services shall not be effective unless subject to a further written agreement between the parties.

4.5 In the course of providing the Services, the Contractor shall co-operate with the Municipality, its contractors and sub-contractors, with regards to construction or other activities which impact the Contractor.

5. ADDITIONAL SERVICES

5.1 The Contractor shall provide such additional services at any time and at any place and in such manner as the Designated Municipal Official may specify to enable the Municipality to respond to a

situation which, in the opinion of the Designated Municipal Official is a possible, potential or actual emergency, provided that such services are in the general nature of the Services provided hereunder.

5.2 The Municipality may request that the Contractor provide additional Collection Vehicles for specific seasonal requirements, such as fall clean-up, at the rate specified for such additional vehicles in Schedule 2.

5.2 Where the Contractor provides Additional Services under this Section 5, such Additional Services shall constitute a change under Section 9 (Change in Services).

5.3 Where Additional Services are provided, the Contractor shall invoice for any direct and variable costs incurred by it in excess of the unit charges outlined in Schedule 2.

6. CHARGES AND PAYMENT

6.1 The Contract Price shall, subject to the provisions of this Agreement which may provide for a variation or review thereof, be as set out in Schedule 2 and shall be based on theweight of waste collected by the Contractor, as confirmed by weigh scale tickets issued upon unloading. The Contract Price shall be deemed to include all costs of providing the Services as provided for under this Contract. Except where provided for under the Contract, the Contractor shall not be entitled to an increase in charges based on unforeseen circumstances or contingencies howsoever arising.

6.2 The Contract Price shall be payable from the Commencement Date.

6.3 The Contract Price shall apply without adjustment under this provision from the Commencement Date and thereafter shall be reviewed for the first time on the second anniversary of the Commencement Date (March 14, 2018) and again on each subsequent March 14th. On each such date, the unit prices for the Services shall be adjusted based on the Ontario Consumer Price Index – All Items CPI, as published by Statistics Canada for the previous twelve (12) months ("Escalation Factor").

6.4 The Contract Price shall accrue from day-to-day and shall be payable by twelve (12) monthly instalments in arrears in accordance with this provision.

6.5 Within ten (10) Working Days from the end of each month, the Contractor shall provide to the Municipality invoices which shall set out in detail (and where necessary showing calculations) particulars of the price payable for the immediately preceding calendar month and showing:

(a) a breakdown of the charges based on the amount of tonnage of Collectible Waste;

(b) the total net figure payable by the Municipality in accordance with the monthly amount established by the Designated Municipal Official, less any applicable permitted or mandated deductions; and

(c) the services provided during the previous month for which the Services were provided together with an individual invoice for each service provided.

6.6 Following receipt by the Municipality of the invoice outlined in Section 6.5 above, the Municipality shall pay to the Contractor within thirty (30) Working Days (in Canadian dollars) all such sums referred to in the invoice, less any amount that is disputed, provided that the Municipality shall not be required to pay any late interest charges where delay of payment is due to administrative processing.

6.7 In the event that the Municipality wishes to dispute any amount, the Municipality shall notify the Contractor in writing within fifteen (15) Working Days of receipt of the relevant invoice, setting out in detail the nature of the dispute. The Municipality shall be entitled to withhold payment of any amount in dispute until such dispute has been resolved to the parties' satisfaction in accordance with this agreement.

6.8 Within five (5) Working Days following receipt by the Contractor of any notice served by the Municipality pursuant to Section 6.7, above, the Contractor shall respond by notifying the Municipality as to whether or not it agrees with the statements made in or the supporting evidence supplied with that notice. In the event that the Contractor indicates that it agrees with the position advanced by the Municipality, or if the Contractor fails to provide a response within the time provided by this Section, the Municipality shall be entitled to retain on a permanent basis any amounts withheld pursuant to Section 6.7 and to recover from the Contractor the amount of any over-payment which may have been made to the Contractor.

6.9 If the Contractor responds pursuant to Section 6.8 that it does not agree with all or any of the statements made in any notice served by the Municipality, the matter or matters in question shall be determined pursuant to Section 25 (Dispute Resolution). Any payment amounts in dispute will be held by the Municipality until the matter is resolved.

7.0 PERFORMANCE BOND

7.1 To secure the performance by the Contractor of all of its obligations under this Contract, the Contractor shall provide a Performance Bond ("Performance Bond'") by the date specified in Section 3 herein, which shall remain in effect until six (6) months after (i) the Expiry Date, and any extension thereto or (ii) the termination of the Contract in accordance with the provisions of this Contract.

7.2 The Performance Bond shall be in an amount representing fifty percent (50%) of the total annual Contract Price payable under this Contract, or such greater amount as the Municipality may require during the Term.

7.3 The Contractor acknowledges and agrees that the Performance Bond may be drawn upon by the Municipality where the Contractor is in breach of its obligations under the Contract such that the Municipality must incur any costs or expense, including any costs incurred to facilitate the collection of Collectible Waste or any legal costs incurred by the Municipality resulting from the Contractor's breach of its obligations under the Contract.

7.4 Where the Performance Bond is drawn upon, and provided that the Contractor has not been terminated by the Municipality, such Performance Bond shall be renewed by the Contractor such that it continues to provide Municipality with the full amount of security provided for in 7.2 above.

8. OPERATING PRINCIPLES

8.1 The Parties agree that, in an effort to foster a successful contractual relationship between them and to optimize the quality of the Services, they will meet quarterly, or as frequently as the Parties may agree, throughout the Contract Period to review the delivery of the Services, and all related matters as described in the Contract, including how they intend to work with each other co-operatively in discharging their respective responsibilities.

8.2 The Parties acknowledge following governance principles and will seek to:

(i) Make a sincere effort to understand the other Parties obligations, goals, expectations, duties and objectives in entering and performing their obligations under the Contract.

(ii) Work at all times within a spirit of co-operation to ensure the delivery of the Services to the standard required by the Contract.

(iii) Resolve differences that may arise in relation to this Contract by communication and negotiation, wherever possible.

(iv) Communicate clearly and effectively, and in a timely manner, on all matters relating to the Contract.

(v) Make the most efficient use of resources, and seek to achieve cost savings, where possible.

(vi) Make reasonable efforts to ensure that all persons performing pursuant to the Contract strive to perform the Services in accordance with the standard required by the Contract.

(vii) Where possible, provide timely notice to the other party of any mistake, discrepancy or omission of which either party becomes aware within the Contract, and offer fair and reasonable solutions, where practicable.

(viii) Where possible, provide timely notice to the other party of any matter that could affect the achievement of any objective, obligation, or the delivery of Services, contained in the Contract.

(ix) Build trust and confidence with the community and Council.

(x) Make all efforts to fulfill and exceed service delivery and customer service expectations.

9. CHANGE IN SERVICES

9.1 The Municipality shall be entitled to make changes to the Services in accordance with this Section. If the Municipality requires a change in the Services, the Designated Municipal Official shall notify the Contractor of the change in Services describing the required change in the Services in sufficient detail so as to enable the Contractor to calculate and submit a change in costs estimate (the "Estimate"), if any, and requiring the Contractor to provide the Municipality with the Estimate within fifteen (15) Working Days of receipt of the Municipality's notification.

9.2 As soon as practicable, and in any event within fifteen (15) Working Days after having received notification from the Designated Municipal Official, the Contractor shall deliver the Estimate to the Municipality. The Estimate shall include an opinion by the Contractor with respect to:

(a) whether relief from compliance with obligations set out within the Contract is required during the implementation of the change in the Services;

(b) any impact on the provision of the Services;

(c) any amendment which may be required to be made to the Contract Documents as a result of the change in the Services;

(d) any change in Contractor costs that may result from the change in the Services;

(e) any loss of revenue that may result from the change in the Services; and

(f) any gain in revenue that may result from the change in the Services.

9.3 As soon as practicable after the Municipality receives the Estimate, the parties shall discuss the issues set out in the Estimate. The Contractor shall indicate how the Contractor has used best efforts, including (where practicable) the use of competitive quotes, to minimize any increase in costs and maximize any reduction in costs, and demonstrate that any expenditure to be incurred or reduced has been assessed in a cost effective manner, while ensuring the delivery of Services.

9.4 If the Contractor does not intend to use its own resources to implement any change in the Services, it shall seek and obtain written authorization from the Municipality to subcontract, and shall comply with Good Industry Practice with the objective of ensuring that it obtains best value for money when procuring any work, services, supplies, materials or equipment required in relation to the change in the Services, all as to be approved by the Municipality.

9.5 If the parties cannot agree on the contents of the Estimate then the dispute will be determined in accordance with Section 25.

9.6 As soon as practicable after the contents of the Estimate have been agreed or otherwise determined pursuant to Section 25, the Municipality shall:

a) confirm in writing and signed by a person authorized to bind the Municipality, the Estimate (as such may have been modified); or

b) withdraw the request for the proposed change in the Services.

9.7 If the Municipality accepts the Estimate (with or without modification), the change in Services shall be implemented within sixty (60) Working Days of acceptance of the Estimate by the Municipality, unless the parties agree to a different implementation time frame, in writing. All changes to the Services and/or the Contract shall be documented in writing.

9.8 If the Designated Municipal Official does not confirm in writing the Estimate (as such may have been modified) within ninety (90) Working Days of the contents of the Estimate having been agreed or determined pursuant to Section 9.6, above, then the Municipality's proposed change in Services shall be deemed to have been withdrawn.

9.9 If the Contractor wishes to propose a change in the Services, it must notify the Designated Municipal Official. The Contractor must:

a) set out the proposed change in the Services in sufficient detail to enable the Municipality to evaluate it in full;

b) specify the Contractor's reasons for proposing the change in the Services;

c) request the Municipality to consult with the Contractor with a view to deciding whether to agree to the change in the Services and, if so, what further changes the Municipality may require as a result;

d) indicate any implications of the change in the Services, including any anticipated change in the costs of providing the Services by the Contractor and any increase or decrease in the Contractor’s net revenue from the Contract associated with the proposed change;

e) indicate whether a variation to the Contract Price is proposed (and, if so, provide a detailed cost estimate of such proposed change); and

f) identify any timeframe, if applicable, by which a decision by the Municipality is critical, explaining the reasons why.

9.10 The Municipality shall evaluate the Contractor's proposed change in the Services in good faith, taking into account all relevant issues, including whether:

a) a change in the Contract Price will occur;

b) the change affects the quality of the Services or the likelihood of successful delivery of the amended Services;

c) the Contractor possesses the financial and equipment resources to perform the changes to the Services; and

d) the changes materially affect the risks or costs to which the Municipality is exposed.

9. 11 As soon as practicable after being notified of a change proposal, the parties shall meet and discuss the proposal. The Municipality may propose modifications, accept, or reject the Contractor's proposal, in its sole discretion, which may be withheld unreasonably.

9.12 If the Municipality accepts the Contractor's change proposal (with or without modification), the relevant change in the Services shall be implemented within sixty (60) Working Days of acceptance of the proposal by the Municipality, unless the parties agree on a different implementation time frame in writing. All changes to the Services and/or the Contract shall be documented in writing.

9.13 If the Municipality rejects the Contractor's change proposal, the Municipality shall provide reasons in writing for such a rejection, notwithstanding that it may reject the proposal in its sole discretion.

9.14 Unless the Municipality specifically agrees in writing to an increase in the Contract Price, there shall be no increase in the Contract Price as a result of a change in the Services proposed by the Contractor.

10. LEGISLATIVE CHANGE

10.1 If a Qualifying Change in Law occurs or is about to occur, then either party may notify the other to express an opinion on its likely effects, providing details of its opinion of:

a) any necessary change in the Services;

b) whether any changes are required to the terms of the Contract to deal with the Qualifying Change in Law;

c) whether relief from compliance with any Contract obligation is required during implementation of any relevant Qualifying Change in Law;

d) any loss of income that may result from the relevant Qualifying Change in Law;

e) any estimated change in the costs of the Contract that directly result from the Qualifying Change in Law; and

f) any expenditure that is required or may no longer be required as a result of a Qualifying Change in Law taking effect during the Contract Period,

in each case providing full details of any proposed procedure for implementing the resulting change in the Services, confirming to the other party its opinion as to which party should have responsibility for the costs of implementation. Any resulting variation to the Contract Price shall be dealt with in accordance with Section 10.2 below.

10.2 As soon as practicable after receipt of any notification from either party under Section 10.1 above, the parties shall discuss and agree on the issues referred to in Section 10.1 , above, and shall review how the Contractor can mitigate the effect of the Qualifying Change of Law, including:

a) providing evidence that the Contractor has used best efforts, including (where practicable) using competitive quotes to oblige its sub-contractors, if any, to minimize any increase in costs and maximize any reduction in costs;

b) demonstrating how any expenditure to be incurred or avoided is being measured in a cost effective manner, including showing that when such expenditure is incurred or would have been incurred, any foreseeable Changes in Law at that time have been taken into account by the Contractor;

c) providing evidence in respect of how the Qualifying Change in Law has affected prices charged by any similar businesses, including similar businesses in which the Contractor's shareholders or Contractor's affiliates carry on business; and

d) demonstrating that any expenditure that has been avoided, which was anticipated to be incurred to replace or maintain assets that have been affected by the Qualifying Change in Law concerned, has been taken into account in the amount which in either party's opinion has resulted or is required under Section 10.1(e) and/or 10.1(f) above.

10.3 Where the Municipality agrees the Qualifying Change of Law under this Section 10 has affected prices, such change in prices shall constitute a change under Section 9.

11. CONTRACTOR'S PERSONNEL/SUPERVISORS

11.1 The Contractor shall ensure that the Services are provided by sufficient persons of sufficient abilities, skills, knowledge, training, qualifications and experience, and shall ensure that sufficient reserve personnel are available to provide the Service at all times.

11.2 The Contractor shall ensure that all employees involved in providing the Services, whether employees of the Contractor, its sub-contractors, or agents, shall be at all times properly and sufficiently trained and instructed in the task or tasks that must be performed and the need to maintain the highest standards of courtesy and consideration to the public to promote and enhance the image and/and reputation of the Municipality. Where, in the opinion of the Municipality, acting reasonably, the performance or conduct of any employee, sub-contractor or agent undermines the image and/or reputation of the Municipality, the Contractor shall agree to remove such employee from the provision of the Services.

11.3 The Contractor shall ensure that its employees at all times wear clean and presentable uniforms while providing the Services.

11.4 The Contractor shall provide a full training program to ensure that its employees, its sub-contractors, and/or agents are familiar with the Contractor's and the Municipality's operations, complaint procedures, all applicable Health and Safety Obligations, Workplace Hazardous Materials Information System, hazardous spills response and all traffic laws, including all applicable Municipal by-laws.

11.5 The Contractor shall ensure that neither it, nor any of its agents or employees, solicits or accepts any gratuity for providing the Services. Where appropriate, the Contractor shall discipline any of its employees who breach any term of this Contract or any Applicable Law while providing the Services.

11.6 The Contractor shall ensure that skilled, qualified and competent, as defined in Section 1 in the *Occupational Health and Safety Act*. supervisors (''Supervisors'") are available at all time to supervise other personnel in providing the Services and shall be responsible to respond to and address all complaints, spills, accidents and/or any other matter requiring attention, that may occur during the term of the Contract. The Contractor shall ensure that, at a minimum, one Supervisor is available at all times during the Operating Hours. When the regular Supervisor is not available, the Contractor must notify the Designated Municipal Official with respect to a replacement Supervisor as soon as this absence is known.

11.7 The Supervisors shall thoroughly understand all of the requirements of the Contract and shall be fully experienced in the Services. The Contractor shall make best efforts to have at least one bilingual Supervisor available at all times. The Supervisors shall represent the Contractor and shall be authorized to accept any notice, consent, order, decision or other communication on behalf of the Contractor.

11.8 The Contractor shall equip the Supervisors with a cellular phone capable of taking photos, sending and receiving electronic mail and having a toll free telephone number valid for calls made within the Municipality so that the Supervisors may be contacted by municipal staff during Operating Hours.

11.9 The Contractor shall remove from the Services any Supervisor who, upon the written request of a Designated Municipal Official, acting reasonably, fails to meet any Good industry Practice. The Contractor shall forthwith designate a replacement Supervisor that meets the requirements of Section 11.

11.10 The Supervisor shall be available on all collection days during the hours of 7:00 am a.m. to 5:00 p.m. to record complaints as well as record a description of corrective action taken. The Supervisor shall be equipped with cell phone and electronic mail capability. The Contractor shall provide the Designated Municipal Official with an e-mail address for the purpose of facilitating electronic communication between the Contractor, its Supervisor and the Municipality. The Contractor shall have designated staff capable of accepting calls from the public on multiple phone lines.

11.11 The Contractor will inspect Collection routes daily to ensure the following:

a) 100% of Collectible Waste has been collected in the manner required by the Contract;

b) all containers are being returned to the correct location;

c) employees are wearing appropriate safety equipment and uniforms and otherwise observing all applicable Occupational Health and Safety laws.

d) Collection Vehicles are not speeding and are obeying all traffic laws and otherwise being operated in accordance with Applicable Law;

e) claims of damage to containers are resolved within two Working Days;

f) claims of damage to property are resolved within two weeks;

g) the Designated Municipal Official is informed of all incidents, problems, complaints and corrective actions taken; and

h) Non-collectible waste and containers are tagged with non-compliance tags by the collection crews.

11.12 When the Contractor observes that the performance of the Work is not being performed in compliance with the Contract Document and Applicable Law, the Contractor will immediately notify the Designated Municipal Official of the non-compliance and the corrective measures that will be taken to remedy the situation.

11.13 Once the Contractor's customer service staff are finished for the day (at 5pm) all calls will be forwarded to a designated staff person who will be equipped to receive calls and effectively respond to these calls. The receipt of these calls will be recorded and if the service issue is due to incomplete collection the on-call Supervisor will be dispatched with a Collection Vehicle to remedy the incomplete collection area on the following day, and Collectible Waste shall be transported to the CRL or CRLYWTS forthwith, or as soon as the CRL or CRLYWTS is next open

12. HEALTH & SAFETY

12.1 The Contractor shall be solely responsible for the observance by itself, its employees, agents and sub-contractors of its Health and Safety Obligations.

12.2 The Contractor expressly agrees to act as the 'constructor' as defined in Section 1 of the *Occupational Health and Safety Act*, R.S.O. 1990, c. 0.1 and shall be responsible for the construction health and safety of all individuals as described in Section 23 of the Act within the working areas where the Services are provided.

12.3 lf at any time the Designated Municipal Official considers, acting reasonably, that the Contractor's Health and Safety Obligations are not being complied with, he shall instruct the Contractor to take specific steps to secure such compliance and/or to comply with advice or requirements of the relevant health and safety enforcement authority or a proper officer thereof. Such action by the Designated Municipal Official shall not be deemed to alter in any way the sole responsibility of the Contractor for the health and safety of its employees.

13. COMPLIANCE WITH LAWS

13.1 The Contractor shall ascertain and at all times shall provide the Services in accordance with all Applicable Laws.

13.2 The Contractor shall be responsible to inform itself and comply with all laws and regulations governing the acceptance of Collectible Waste at the CRL and CRLYWTS.

13.3 The Contractor shall at all times deliver the Services in accordance with and pursuant to a Certificate of Approval or Environmental Compliance Approval for a Waste Management System issued by the Ontario Ministry of the Environment.

14. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005

14.1 The Consultant shall ensure compliance with the requirements of the *Accessibility for Ontarians with Disabilities Act, 2005* and O.Reg 429/07 thereunder. The Contractor shall maintain training records, including dates when training is provided, the number of employees who received training and individual training records. The Consultant shall make such information available to the Designated Municipal Official upon request.

15. QUALITY OF SERVICE

15.1 The Contractor shall provide the Services in complete accordance with all of its obligations contained in the Contract.

15.2 In providing the Services, the Contractor shall:

a) provide the Services in accordance with Good Industry Practice;

b) adopt and use such quality control processes as may be set out in its operational plan;

c) strive for continued improvement of services; and

d) ensure that any goods, equipment, materials, facilities, and workmanship employed or supplied in undertaking the Services are consistent with the requirements of the Contract and are otherwise appropriate to the Services being performed.

16. INSURANCE

16.1 For the Contract Period, the Contractor shall maintain at its expense, and shall ensure that its sub-contractors maintain, with a reputable insurance company previously notified in writing to the Municipality, the following minimum insurance arrangements:

a) Commercial General Liability Insurance

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than $5,000,000. per occurrence / $5,000,000 Annual Aggregate for any negligent acts or omissions by the contractor relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products; broad form completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause.

Such insurance shall add the Corporation of the City of Clarence Rockland as Additional Insured with respect to the operations of the contractor subject to a waiver of subrogation. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the City.

b) Automobile Liability Insurance

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than $5,000,000 inclusive for each and every

loss. Such insurance shall including operation of attached machinery and include loading and unloading.

c) Environmental Impairment Liability

The Contractor shall effect and maintain Environmental Impairment Liability with a limit of not less than $5,000,000 Per Incident /Annual Aggregate. Coverage shall cover on a Gradual and Sudden & Accidental basis and include Third Party Bodily Injury and Property Damage including on-site and off-site clean-up. If such insurance is written on a 'claims made' basis, such insurance shall contain a 24 month extended reporting period or shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement. Coverage shall extend to include non-owned disposal site.

16.2 All policies of insurance shall:

a) be in a form and with a company licensed to conduct business in Ontario which is, in all respects, acceptable to the Municipality

b) contain an undertaking by the insurers to notify the Municipality in writing not less than thirty (30) days prior to any termination or cancellation of coverage unless otherwise required by law;

c) be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to the Municipality;

d) provide that a notice of claim to the insurer by the Municipality shall, in the absence of manifest error, be accepted by the insurer as a valid notification of claim; and

e) contain provisions which require the insurer to send copies of all notices of early cancellation or any adverse change in relation to the policy given under or in relation to the policy, to the Designated Municipal Official; and

d) provide that any deductible amounts will be borne by the Contractor.

16.3 In accordance with the requirements of Section 3 (Obligations Prior to Commencement Date), above, and as may be requested by the Designated Municipal Official, the Contractor shall produce a Certificate of Insurance with respect to the insurance referred to above, together with documentary evidence that such insurance policies are properly maintained.

16.3 Both the Contractor and its sub-contractors shall, ensure that all policies required include the City of Clarence-Rockland as additional insured and the policies shall be endorsed to prevent any exercise of rights of subrogation against the Municipality, its other contractors and their personnel. The Municipality shall be entitled to the proceeds of such insurance policies to the extent of the Contractor's liability in respect of the risks covered by such insurance.

16.4 Certificates of Insurance evidencing renewal or replacement of policies shall be delivered to the City within fifteen (15) business days prior to the expiration or replacement of the current policies, without demand by the City.

16.4 The Designated Municipal Official shall be entitled to notify the Contractor in writing that in its opinion any such policy of insurance does not provide sufficient coverage to comply with the requirements of this provision and to require the Contractor to provide such insurance as will so comply. Upon receipt of such notice, the Contractor shall forthwith procure and maintain such insurance as the Municipality shall reasonably require.

16.5 Where the Contractor fails to forthwith procure and maintain such insurance as the Municipality reasonably require, the Municipality may cause such insurance to be effected and the Municipality shall be entitled to deduct the cost of procuring and maintaining such insurance from the monthly invoices to be provided by the Contractor to the Municipality under Section 6, as may be directed by the Designated Municipal Official.

16.6 It shall be the sole responsibility of the Contractor to determine what additional insurance coverage and limits are necessary to fulfill its obligations under the Contract.

16.7 The Contractor shall be solely responsible for all deductibles listed under the above noted policies and such deductibles shall not be the responsibility of the Municipality. The Contractor is permitted to self-insure physical damage to their own equipment / vehicles and the Municipality will not bear any responsibility for damage to the equipment/vehicles used to provide the Services or used in accordance with the Contract.

17. CONTRACTOR'S INDEMNITY

17.1 Notwithstanding anything to the contrary in this Contract, the Contractor accepts full responsibility for and shall release, and indemnify on demand and save harmless the Indemnified Parties from and against all liability for:

a) all actions, claims, demands, costs, charges, losses and expenses (including legal costs on a full indemnity basis), which may arise out of or in consequence of the performance or non-performance by the Contractor (including its agents and subcontractors) of its obligations under the Contract, or the presence of the Contractor (including its agents or subcontractors) on any premises or property belonging to the Municipality; and

b) all actions, claims, demands, costs, charges, losses and expenses (including legal costs on a full indemnity basis), which are related to or are caused by the negligence or wilful misconduct of the Contractor and which shall include, without limitation, all actions, claims, demands, costs, charges, losses and expenses related to bodily injury, death and loss or damage to property.

17.2 Such indemnity shall not apply to any action, claim, demand, cost, charge, loss and expense if such action, claim, demand, cost, charge, loss and expense is caused by any negligent act, wilful misconduct, error or omission, default, breach of warranty or misrepresentation of the Municipality.

18. CONTRACTOR'S LIABILITY

18.1 The Contractor agrees that there shall be no limitation of liability by the Contractor to the Municipality for any direct, special, incidental or consequential damages, including, but not limited to, lost business revenue, failure to realize expected savings, other commercial or economic loss of any kind, or for any claim against the Municipality.

19. MUNICIPALITY'S LIMITATION ON DAMAGES

19.1 The Contractor acknowledges and agrees that the Municipality, its employees, elected representatives, officers, directors, advisors and agents shall not be liable for:

a) any direct, special, indirect, incidental or consequential damages, including, but not limited to, lost profits, lost business revenue, failure to realize expected savings, other commercial or economic loss of any kind, or for any claim against the Municipality; and

b) any property damage, bodily injury, death or personal injury to the Contractor, its subcontractors or their respective directors, officers, agents, employees and independent contractors or for any proceeding by any third party against the Contractor, its subcontractors or their respective directors, officers, agents, employees and independent contractors arising in the course of the performance of the Contractor's obligations under this Contract or arising otherwise in connection with this Contract for any reason.

19.2 Without limiting the generality of the foregoing, the Contractor acknowledges and agrees that the Municipality shall be only responsible for its obligations to the Contractor for the Services provided within its own geographic jurisdiction under this Contract, and the Contractor further expressly acknowledges and agrees in particular that it shall have no claim, for any reason, against any

elected representative, personnel or agent of the Municipality in respect of any aspect of this Contract.

20. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

20.1 The Contractor represents and warrants to the Municipality that the following are true and correct as at the Execution Date:

a) The Contractor has full power and authority and has taken all necessary steps to enter into and perform its obligations under the Contract;

b) The Contractor represents and warrants that the Contractor's personnel assigned to provide the Services shall be fully qualified, with sufficient abilities, skills, knowledge, training, qualifications and experience;

c) The execution and delivery of the Contract does not violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Contractor; and

d) The Contractor is duly incorporated, organized and subsisting under, and in compliance with, the laws of the province of Ontario.

20.2 The Contractor makes the additional following representations and warranties in respect of the Contract Period:

a) The Contractor will use an adequate number of qualified personnel to perform the Services, and the Contractor covenants that the Contractor's employees utilized in the provision of Services to the Municipality will possess suitable training, education, experience and skill to perform the Services.

b) The Contractor will make its own inquiries and will obtain all necessary regulatory approvals applicable, obtain any necessary permits, including in respect of Waste Management facilities, except for those environmental authorizations and permits that are the responsibility of the Municipality;

c) The Contractor will comply in all respects with all Applicable Laws.

d) The Contractor and all subcontractors will, at all times during the Term or any extension thereof, hold an applicable Provincial Certificate of Approval or Environmental Compliance Approval from the Ontario Ministry of the Environment from the Commencement Date, for the collection of Collectible Waste.

21. MUNICIPALITY'S REPRESENTATIONS AND WARRANTIES

21.1 The Municipality represents and warrants to the Contractor that the following are true and correct as at the Commencement Date:

a) The Municipality has made reasonable efforts to ensure that the information provided by the Municipality comprises all such information of which the Municipality is aware and which the Municipality in its reasonable opinion regards as relevant or material to the Services and the Contractor acknowledges and confirms that it has conducted its own analysis and review of such information;

b) The Municipality has the full power and authority to enter into and perform its obligations under the Contract; and

c) The Municipality has passed all of the necessary by-laws and have obtained all necessary authorizations and permits to enable them to enter into and perform its obligations under the Contract.

22. VEHICLES AND EQUIPMENT

22.1 The Contractor shall at all times provide the number of Collection Vehicles as may be determined by the Contractor from time to time to be necessary to provide the Services in accordance with the requirements set out in Section 15 (Quality of Service), and shall advise the Designated Municipal Official of the number of Collection Vehicles used in the Municipality. Where necessary, the Contractor shall increase the number of Collect ion Vehicles dedicated to the performance of the Services to ensure, at all times, the adequate performance of all requirements of the Contract. Similarly, all Collection Vehicles shall be maintained in such order at all times and equipped so that the Contractor may provide at least the level of service specified in the Contract.

22.2 Where the Contractor proposes to use an automated method to unload waste containers into the vehicle, the Contractor's equipment shall be designed so as not to damage waste containers. Automated equipment to be used by the Contractor is subject to approval by the Designated Municipal Official.

22.3 The primary Collection Vehicles for the collection of Garbage and Recyclable Material must be no older than 7 years at any time during the Contract Term.

22.4 All primary Collection Vehicles will be equipped with a GPS tracking system that has a web-based interface capable of allowing staff at the Municipality the ability to track collection vehicles via a website. The Contractor will notify the Designated Municipal Official no later than one month after the Contract award, of the type of GPS tracking system and software proposed to be used in the Contractor's Collection Vehicles. The system must be pre-approved by the Designated Municipal Official prior to the Commencement Date and be fully functional at that time.

22.5 All primary Collection Vehicles used for the collection of Collectible Waste shall be painted in the Contractor's company colours. A permanent numbering system, the Contractor's Ministry of Environment permit number, and the Contractor's company name will be stenciled on both sides of the cab of all Collection Vehicles to accommodate the necessary accounting system for vehicles entering the designated waste management sites.

22.6 The vehicles used for the collection of Yard Waste shall be no more than 10 years old at any time during the Term.

22.7 Where the Contractor begins to use a Collection Vehicle after the Commencement Date for which the make and serial number were not made available prior to the Commencement Date, the Contractor shall submit the make and serial number of such new Collection Vehicle(s) to the Designated Municipal Official, as soon as such Collection Vehicle is used to provide the Services.

22.8 The Contractor is required to re-paint all Collection Vehicles once during the Term at the direction of the Designated Municipal Official.

22.9 The Contractor shall not allow or cause any Collection Vehicle to be loaded beyond the legal limits as may be specified under the *Highway Traffic Act* (Ontario) from time to time, in the manufacturer's specifications or in any other regulation. The Contractor shall be responsible for all consequences resulting from vehicle overloading.

22.10 Where in the opinion of any Designated Municipal Official, Equipment used by the Contractor is causing or is likely to cause damage to any public or private property, or roadway, or persons, a Designated Municipal Official may direct the Contractor to make changes or substitutions for such Equipment at the Contractor's own expense, and may direct how such Equipment is to be operated by the Contractor.

22.11 At any time during the Contract Period, the Municipality shall be entitled to carry out or procure the carrying out of inspections of all or any of the Collection Vehicles and Equipment to assess their condition and whether or not they have been maintained by the Contractor in accordance with its obligations under the terms of the Contract, and the Contractor shall assist the Municipality in performing any such inspection. Where any inspection reveals that the Contractor is in breach of any of its obligations under the Contract, the Contractor shall take immediate steps to remedy such breach(es), and shall immediately thereafter provide evidence to the Municipality that all breach(es) have been remedied.

22.12 Where an inspection reveals that the Contractor is in breach of any of its obligations under the Contract, the Contractor shall reimburse the Municipality for the cost of carrying out or procuring inspection and the Municipality shall be entitled to deduct the cost of such inspection from the Contract Price, as may be directed by the Designated Municipal Official. Where an inspection reveals that the Contractor is not in breach of any of its obligations under the Contract, the cost of carrying out or procuring such inspection shall be assumed by the Municipality.

23. REPORTS

23.1 The Contractor shall provide the following reports by e-mail to the Designated Municipal Official, on the stated frequency:

a) weigh scale records for all Collectible Waste weekly;

b) in a format determined by the Designated Municipal Official, daily collection route monitoring reports by email. The monitoring reports will document complaints received and their resolutions and routes that were for any reason not completed by the time specified in the Contract and shall include an explanation for the delay and an approximate time for when the route will be completed ("Monitoring Reports");

c) monthly invoices for all Collectible Waste and a breakdown of individual weights of each material; and

d) annual Collection Vehicle safety inspection reports, proof of vehicle insurance, and proof of Ministry of Environment approvals.

23.2 The Contractor shall ensure that detailed records are kept for the handling of the Collectible Waste, including a record of the number of Collection Vehicles emptied per day, the weight in metric tonnes of each load, and the location of load disposal.

24. PILOT PROJECTS

24.1 The Municipality is committed to minimizing and diverting waste from disposal. For this purpose, the Municipality will continue to explore new methods and technologies for waste diversion, and may from time to time undertake a pilot demonstration project(s) within the Municipality.

24.2 In the event the Municipality implements a pilot project, the Designated Municipal Official may alter the way the Services are provided temporarily in a specified geographic area, without incurring any additional cost to the Contractor.

24.3 The Designated Municipal Official may require the Contractor to operate the pilot project, in which case the parties shall agree on any payment, in accordance with Section 9 "Change of Services" of this Contract, to be made to the Contractor.

24.4 The Municipality reserves the right to contract or partner with any person, agency or firm, for the purposes of conducting a pilot project, without involving the Contractor.

25. DISPUTE RESOLUTION

25.1 The Parties agree that should a dispute arise as to any matter contained in this Contract, either party may refer such dispute to dispute resolution under the provisions of this section by providing a written notice of such referral to the other party.

25.2 Where a matter is referred to dispute resolution, the first step to resolve the issue shall be a meeting between the Consultant and the Designated Municipal Official. The second step shall be the appointment of a third party mediator and they will attempt to mediate a resolution. This will not limit or otherwise change any legal rights of the parties. The mediator will be chosen by and

be acceptable to both parties. The parties agree to equally split the cost of the mediator. If the parties are unable to reach a resolution within 30 days of the appointment of a mediator, then the matter may be referred by either party to arbitration as set out below.

25.3 Where a dispute cannot be resolved through mediation, then either party may refer such dispute to arbitration by the giving of a written notice by either party to the other party. In the event of arbitration, the arbitrator shall be such as the parties may agree to on or before thirty (30) days from the submission by either party of the dispute to arbitration; in default of agreement on or before the expiration of such thirty (30) days, then within ten (10) days thereafter the Consultant shall appoint an arbitrator, the Municipality shall appoint an arbitrator, and the two so chosen shall appoint a third arbitrator. If either party defaults in such appointment within the said ten (10) days, the arbitrator appointed by the other party shall act as sole arbitrator as if appointed by both parties. The arbitrator or arbitrators, as the case may be, shall have all the powers given by the *Arbitrations Act (Ontario)* to arbitrators and may at any time and from time to time proceed in such manner as she, he or they may think fit on such notice as she, he or they may deem reasonable and after notice in the absence of either party, the award and determination of the arbitrator or a majority of the arbitrators shall be final and binding and each party agrees not to appeal from such award or determination. The costs of any such arbitration shall be borne equally by the parties unless otherwise ordered by the arbitrator.

25.4 Neither party shall be precluded by this Section from taking such steps in relation to court proceedings as either party may deem necessary or desirable to protect its position, which shall normally be limited to issuing or otherwise pursuing proceedings to prevent limitation periods from expiring and applying for interim relief.

26. NON-PERFORMANCE

26.1 In no event shall the Contractor be relieved of its obligations set out in the Contract. Without limiting the generality of the foregoing, the Contractor shall not be relieved of strict performance of its obligations under the Contract due to: strike, staff shortages, Collection Vehicle breakdown, Collection Vehicle shortage, quantity of materials to be collected, or weather conditions, unless the obligations of the Contractor are determined to be relieved by the Designated Municipal Official.

26.2 If collection must be cancelled due to weather conditions, collection will be delayed by one day for the remainder of the week with Friday's collection occurring on a Saturday, and if weather conditions prevent collection for 2 or more consecutive days, the Parties will arrange a collection schedule for those days of missed collection.

26.3 If the Contractor fails to complete the Services in accordance with its obligations under the Contract, in addition to any other remedies which the Municipality may have pursuant to the Contract or under law, the Municipality shall assess liquidated damages ("Liquidated Damages"), for every instance of non-performance in accordance with the following table:

Incident	Amount	Unit
Late collection after time specified	$500	per route
Failure to respond to resident complaint as directed by the Designated Municipal Official or their designate	$500	per incident
Failure to return for missed collection as directed by the Designated Municipal Official or their designate	$200	per incident
Repeated occurrence of improperly replaced containers	$500	per incident
Discourtesy or inappropriate behaviour by Contractor's staff	$200	per incident
Contractor's staff scavenging recyclable materials	$500	per incident
Failure to resolve damage claim to resident's property	$500	per incident
Failure to submit reports	$200	per incident

Failure to clean up spillage of material	$500	per incident
Work not performed in compliance with the Contract Document and Applicable Law	$100	Per incident
Failure of GPS system to operate 95% of the time averaged monthly	$250	per month

26.4 The Parties agree that, as it would be difficult to ascertain precisely the losses to the Municipality in the event of non-performance by the Contractor, such Liquidated Damages constitute a pre-estimate of the damages that the Municipality will suffer as a result of non-performance by the Contractor.

26.5 Where the Municipality assesses Liquidated Damages against the Contractor in accordance with the table above, the Municipality shall be authorized to deduct the amount(s) of such Liquidated Damages assessed in any single month against the invoice received from the Contractor for that same month. In each case, the Municipality shall be authorized to deduct the appropriate amount from the invoice received from the Contractor that corresponds to the month in which the event(s) of non-performance occurred.

26.6 In addition, in lieu of assessing Liquidated Damages, the Municipality shall be authorized, acting reasonably and in accordance with the intent of the Contract:

a) to require the Contractor to repeat the Services not performed in accordance with the Contract at no cost to the Municipality; or

b) to withhold payment and make arrangements for the Municipality to provide and perform by its own forces or those of another contractor the Services and deduct the extra cost incurred by the Municipality in so doing from any payment due to the Contractor.

26.7 The rights and remedies referred to in Section 26 are without prejudice to any other right or remedy the Municipality may have under this Contract or in law nor shall they relieve the Contractor of any obligations under the Contract in respect of the Services.

27. TERMINATION FOR CAUSE

27.1 Without prejudice to the exercise of any alternative or additional remedy or of any accrued rights of the Municipality, the Municipality shall be entitled forthwith upon the occurrence of any of the following events to terminate the Contract:

a) the Contractor becoming bankrupt, or making a composition or arrangement with its creditors, or having a proposal in respect of its company for voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the *Bankruptcy and Insolvency Act;*

b) the appointment of a receiver over the assets of the Contractor:

c) the Contractor having a winding-up order made, or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up is passed;

d) the Contractor having a provisional liquidator, or receiver or manager of its business or undertaking duly appointed;

e) the Contractor being in circumstances which entitle a creditor to appoint, or have appointed a receiver, a manager or administrative receiver, or which would entitle the court to make a winding-up order;

f) there is a change in control of the Contractor or of any company which is a holding company (direct or indirect) of such holding company unless the Municipality has approved the same in writing, with such approval to be withheld at the sole discretion of the Municipality;

g) discovery of a material misrepresentation by the Contractor during the tendering process;

h) the Contractor has committed any Prohibited Act;

i) Assignment of the contract by the Contractor or amalgamation of the Contractor;

j) with the exception of proceedings in accordance with the Dispute Resolution provisions of this Contract, the Contractor initiates legal proceedings against the Municipality; or

k) the Contractor has committed a material breach of the Contract, including failure to maintain or renew the Performance Bond or insurance coverage, or the receipt by the Municipality of any notice of cancellation.

27.2 If the Contractor has committed persistent minor breaches of the Contract, whether or not any event of non-performance has been assessed against the Contractor pursuant to Section 27.1, above, the Municipality may serve a notice on the Contractor:

a) specifying that it is a formal warning notice;

b) giving reasonable details of the event of non-performance; and

c) stating that such non-performance is a breach of the Contract which, if it recurs frequently or continues, may result in a termination of the Contract.

27.3 If, following service of the first notice, the breach specified has continued beyond twenty (20) Working Days from the date of service of the notice, or recurred within that time, the Municipality may serve another on the Contractor:

a) specifying that it is a final warning notice;

b) stating that the event of non-performance specified has been the subject of a warning notice served within the twelve month period prior to the date of service of the final warning notice; and

c) stating that if such event of non-performance continues or recurs within the six month period after the date of service 0f the final warning notice, the Contract may be terminated forthwith.

27.4 A warning notice may not be served in respect of any event of non-performance in respect of which a separate warning notice has already been served until a period of six (6) months has elapsed since the date of service of the previous warning notice or final warning notice.

27.5 Upon such termination, in addition to such consequences as are set out in other conditions:

a) the Contractor shall be deemed to be in breach of this Contract;

b) the Contractor shall forthwith cease to perform all of the Services;

c) the Contractor shall be liable forthwith to compensate the Municipality for any loss or damages it has sustained as a consequence of any breaches of Contract by the Contractor;

d) the Contractor shall fully and promptly indemnify and compensate the Municipality in respect of the cost of causing to be performed such Services as would have been performed by the Contractor during the remainder of the Contract Period to the extent that such costs exceed such sums as would have been lawfully payable to the Contractor for performing such Services (such costs to include all costs of terminating this Contract and entering into a new Contract with a replacement contractor). The Municipality shall be free to have such services performed by any person (whether or not employees of the Municipality) as the Municipality may within their sole discretion determine;

e) the Municipality shall be under no obligation to make any further payment to the Contractor and shall be entitled to retain any payment which may have fallen due to the

Contractor before termination until the Contractor has paid in full to the Municipality all sums due under or arising from the Contract or to deduct there from any sum due from the Contract; and

f) the Municipality shall have the authority to deduct from any monies owing to the Contractor such sums as are due to the Municipality and may thereafter become due to the Municipality under this or any other contract between the parties.

28. FORCE MAJEURE

28.1 In the event of the cessation or delay of or substantial interference with the performance of the Services owing to Force Majeure, the duty of the Contractor to perform the Services so affected shall be suspended until such circumstances have ceased. The Municipality shall not be liable to make any payment to the Contractor in respect of such suspension and any such sum already paid in respect of any part of the Service not yet performed shall be held to the credit of the Municipality and returned to the Municipality.

28.2 For the purposes of this Contract, Force Majeure means occurrences beyond the control of the Contractor and which, by the exercise of reasonable diligence, the Contractor is unable to prevent, including but not limited to the decrees of Governments, acts of God, fires, floods, abnormal weather events, explosions, riots, war, rebellions, sabotage and atomic or nuclear incident, or terrorist activities. For the avoidance of doubt, it is hereby expressly agreed that industrial relations difficulties, change of law, change in currency, failure to provide adequate premises, equipment, materials, consumables and/or staff or similar matters are not to be considered as events of Force Majeure.

28.3 If the period of suspension under Section 28 above lasts for longer than three (3) months, without incurring any liability, either party may serve upon the other one (1) month's written notice of termination of the Contract. Unless the Services have been resumed before the expiration of such notice, the Contract shall terminate in accordance with such notice.

29. EXPIRY OF CONTRACT

29.1 At all times the Contractor shall use its best efforts and shall take all reasonable steps to co-operate fully with the Municipality and, where applicable, any successor Contractor, providing all information reasonably required by the Municipality prior to expiry, removing such Collection Vehicles and Equipment from the Municipality's property, and transferring all of its rights, title and interest in any Collection Vehicle and Equipment to any successor Contractor, in accordance with the Contract Documents.

30. PUBLICITY

30.1 The Contractor shall not by itself, or through its employees, agents or sub-contractors, communicate with representatives of the press, television, radio or other communications media on any matter concerning the Contract without the prior approval of the Designated Municipal Official.

31. ADVERTISING

31.1 No advertisement of any description will be allowed on the premises, equipment, materials or consumables utilized in the performance of the Services without the prior written consent of the Designated Municipal Official.

32. AUDIT RIGHT OF THE MUNICIPALITY

32.1 The Municipality may arrange for periodic audits of the Contractor's performance throughout the Contract Period for the purpose of verifying that the Contractor is performing all of the Services in compliance with the requirements and obligations set out in the Contract.

32.2 The Contractor shall co-operate fully and in a timely manner with any reasonable request for any audit by the Municipality (whether conducted by internal or external auditor), including providing access to work sites, and shall provide documents, or procure the provision of documents, relating to the Services.

33.3 Where an audit determines that the Contractor has not complied with any requirement or obligation of the Contract, the Contractor shall immediately remedy such non-compliance and acknowledges that the Municipality may exercise any right in connection with the Contract.

33.4 Where an audit determines that the Contractor has not complied with any requirement or obligation under the Contract, the Contractor shall reimburse the Municipality for the cost of conducting such audit and the Municipality shall be entitled to deduct the cost of such audit from invoices submitted by the Contractor to the Municipality under Section 25 (Charges and Payment), as may be directed by the Designated Municipal Official.

33.5 Where an audit determines that the Contractor has complied with all requirements or obligations under the Contract, the cost of conducting such audit shall be assumed by the Municipality.

34. ASSIGNMENT AND SUB-CONTRACTING

34.1 The Contractor shall not assign, sub-contract, or create any third party interest in the Contract without the prior written consent of the Municipality, which consent the Municipality may unreasonably withhold.

34.2 Any amalgamation of the Contactor with another entity shall be considered an assignment, and shall require the prior written consent of the Municipality.

34.3 The Contractor may only sub-contract the performance of this Contract or any part thereof with the prior written consent of the Designated Municipal Official, which consent the Designated Municipal Official may withhold in its sole and absolute discretion, and shall cease to so sub-contract if the Designated Municipal Official withdraws such consent in writing. Such consent (if provided) shall not relieve the Contractor from any liability or obligation under the Contract and the Contractor shall be responsible for the acts, defaults, negligence of any of its sub-contractors, agents or employees in all respects as if they were the acts, defaults or negligence of the Contractor or its agents or employees, notwithstanding that the Municipality may require as a condition of giving any consent to sub-contract a direct warranty and undertaking from the subcontractor concerning the provision of the Services and compliance with the Contract in all respects.

34.4 The Municipality reserves the right to impose such conditions as it sees fit in giving any consent pursuant to this provision. Such conditions may include payment to the Municipality of such reasonable administrative and legal costs as may be incurred by the Municipality and/or the posting of such additional security as the Municipality may consider appropriate.

35. INTERPRETATION

35.1 Words importing one gender shall include the other gender.

35.2 Words in the singular shall include the plural and vice versa, where the context requires.

35.3 Headings are for ease of reference only and shall not affect the construction of the Contract or be deemed to be part of the Contract.

35.4 In this Contract, the word ‘persons' includes corporations, limited liability corporations, partnerships, joint ventures, trusts, associations, individuals, unincorporated organizations, or governmental agencies.

35.5 References to statutes, sections, or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding, or supplementing the statute, section, or regulation referred to.

35.6 The words "including," “includes,'' and "include" shall be deemed to be followed by the words “without limitation" or "but not limited to" or words of similar import.

35.7 Each party to this Contract has participated in the drafting of the Contract which, in the event of any dispute over its meaning or application, shall be interpreted fairly and reasonably, and neither more favourably for or against either party.

35.8 References to the personnel, staff and managers of the Contractor shall include references to all persons engaged by the Contractor in the performance of the Services and shall (if the context so permits) include references to the personnel and managers of any sub-contractor of the Contractor.

35.9 References to any enactment, order, regulation or other similar instrument shall be construed as a reference to such enactment, order, regulation or instrument as amended or re-enacted by any subsequent enactment, order regulation or instrument.

35.10 Unless expressly stated otherwise in the Contract, the cost of performing the Services, including all of the related requirements and obligations set out in this Contract, and including performance by the Contractor in accordance with any direction, instruction or request from the Designated Municipal Official, shall be the sole and absolute responsibility of the Contractor.

36. ENTIRE AGREEMENT

36.1 This Contract constitutes the understanding and agreement between the parties relating to the subject matter of this Contract and save as may be expressly referred to or referenced herein, supersedes all prior representations, documents, negotiations or understandings with respect hereto. If any ambiguity arises in the interpretation of the Contract Documents and such ambiguity cannot reasonably be resolved using the interpretative guidelines described in Section 35, above, the parties shall have recourse to the dispute mechanism set out in Section 25.

37. PRIORTY OF DOCUMENTS

37.1 In the event of any inconsistency or ambiguity between the various parts of the Contract documents ("Contract Documentation"), the inconsistency or ambiguity shall be resolved in the following order:

a) The Contract;

b) Any addenda to the RFP;

c) The RFP;

d) Any modifications to the Submission acceptable to the Municipality, in its sole discretion; and

e) The Contractor's Proposal dated August 25th, 2015.

38. SEVERABILITY

38.1 If one or more of the provisions of this Contract are to any extent invalid or unenforceable under any Applicable Law, the remainder of this Contract shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by Applicable Law. The invalid provision shall be deemed replaced by that legally valid provision which most closely approximates the economic intent of the invalid provision.

39. THIRD PARTY RIGHTS

39.1 Save as expressly provided in this Contract, it is not intended that any party who is not a party to this Contract shall have the right to enforce any of the obligations rights or provisions contained in this Contract.

40. LAW AND JURISDICTION

40.1 This Contract shall be considered as a contract made under the laws of Ontario and shall be subject to the exclusive jurisdiction of the courts of Ontario to which the parties hereby submit.

40.2 This Contract is binding on the Municipality, their successors and assignees and on the Contractor and the Contractor's successors and permitted assignees.

41. MUNICIPALITY'S FUNCTIONS

41.1 Nothing in the Contract shall prejudice or affect the Municipality's rights, powers, duties and obligations in relation to the exercise of their functions as waste collection authorities under all applicable legislation.

42. FREEDOM OF INFORMATION

42.1 The parties acknowledge and agree that this Contract and any materials or information provided to the Contractor through the performance of the Services, including confidential information, may be subject to disclosure under the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990. c. F.31, ("MFIPPA") as amended, or as otherwise required by law.

42.2 The Contractor shall co-operate and assist the Municipality with disclosures under MFIPPA and the Municipality shall have the right to determine the manner, timing and terms under which such disclosure shall be made, except that nothing in this provision shall impose an obligation to disclose information that is not required to be disclosed under MFIPPA.

IN WITNESS WHEREOF the parties have hereunto entered into and executed this Agreement by their duly authorized representatives, as of the date first above written.

THE CORPORATION OF THE CITY OF CLARENCE ROCKLAND

Per: _____

Guy Desjardins - Mayor

Per: _____

Monique Ouellet – Clerk

We have authority to bind the Corporation

TOMLINSON ENVIRONMENTAL SERVICES LTD

Per: _____

Name : Kevin Cinq-Mars

Title : President

I have authority to bind the Corporation.

SCHEDULE 1
SERVICES

1. SUMMARY OF SERVICES

1.1. The Contractor shall collect all Collectible Waste as defined in the applicable waste By-law for the Municipality, as may be amended from time to time.

1.2. The Contractor acknowledges and agrees that there may be additions or deletions to items deemed as Collectible Waste in the Waste By-law during the Term of the Contract. The contractor agrees to accept any such deletions or additions which shall be included and shall form part of these Specifications and the Contract Documents shall be deemed to have been amended accordingly.

1.3. The Contractor shall provide at their own expense, all materials, personnel and equipment as required for the mandatory collection, transportation and unloading of Collectible Waste.

1.4. By no later than December 4, 2015 the Contractor shall submit to the Designated Municipal Official for approval, a complete list of their proposed Collection days and detailed route maps for the designated collection area. Each Collection route shall be identified by a number and the list shall cover a normal week's operation showing the number of collection vehicles and employees per route for all designated Collection area. The Designated Municipal Official may at any time during the Contract modify or amend the daily Collection routes and the Contractor shall implement and adhere to such changes within 4 calendar weeks.

1.5. After the commencement date of this Contract, no change in collection days may be made without the written approval of the Designated Municipal Official. Where the Contractor requests changes to the collection days, the Contractor will notify all persons affected at least 4 weeks prior to any change, by door-to-door delivery of a notice and by an advertisement placed in all newspapers local to the Municipality. This notice shall be at the Contractor's expense. As not all affected residents will immediately take notice of the change in collection day despite the notice, during a period of 2 weeks from the date of notice of a collection day change, the Contractor agrees to return for collection to those addresses failing to place waste for collection on the amended collection day.

1.6. If the Contractor encounters any impassable obstruction including without limitation, utilities or other contractors working on the traveled portion of the Collection route, they will notify the Designated Municipal Official immediately of the location and will return at least once that day at a mutually agreeable time, to collect Collectible Waste. The following are deemed not to be impassable obstructions:

- Parked vehicles
- Moving vans
- Snow banks
- Ditches
- Roads under construction

1.7. The Contractor will collect Collectible Waste from garbage enclosures, private roads, one way streets (must be collected on the left hand side), or any other location that may be designated by the Designated Municipal Official from time to time. Where for any reason Collection cannot be made from the locations specified, items for Collection shall be placed at alternate locations that maybe designated by the Designated Municipal Official from time to time.

1.8. The Contractor, where required by the Designated Municipal Official, shall drive safely on to private property to an exterior ground level garbage and recyclable material storage area located on, or at the edge of the road system, turn around and return to the public roadway, the Contractor will provide this service if so requested and approved by the Designated Municipal Official.

1.9. The Contractor shall return all emptied containers to the location from which they were retrieved for Collection. Care shall be used not to damage any containers during Collection. The Contractor shall be responsible for replacing any containers damaged as a result of Collection.

1.10. Where the City replaces Containers due to negligence of the Contractor, the cost of the replacement Containers will be deducted from the Contractor's monthly payment.

1.11. The Contractor assumes responsibility for Collection from any new residential developments and IC&I locations, where applicable to the Contract, within the Municipality when directed by the Designated Municipal Official. For greater certainty, there shall be no increase to the unit price(s) set out in the Form of Proposal for these added collection responsibilities.

1.12. The Contactor shall provide curbside collection services for Collectible Waste to single and applicable multi-residential dwellings (including apartments/condominiums and townhouse complexes on private roadways) in the designated Collection area.

1.13. The Contractor shall collect no more than the number of bags and/or garbage containers, specified in the City's By-law as may be amended from time to time, from any one single residential, municipal or commercial unit, unless directed otherwise by a Designated Municipal Official.

1.14. The Contactor shall supply to the Designated Municipal Official a list of all collection vehicle numbers and corresponding license plate numbers for the collection vehicles used under this Contract. Should any vehicle breakdown occur during the day, the Contractor shall immediately replace the disabled vehicle and shall immediately notify the appropriate Designated Municipal Official immediately of the vehicle number and license plate of the replacement vehicle.

1.15. The Contractor is required to weigh all Collection Vehicles prior to unloading in order to weigh the Collectible Waste collected. Collection Vehicles must also be weighed empty no less than once a week at the CRL or CRLYWTS (as the case may be) for the purposes of determining the net weight of Collectible Waste. The City shall supply the necessary facilities for the purposes of producing the required weight scale tickets, which shall be submitted by the as part of the invoicing process.

1.16. The Contractor shall not be paid for any Collectible Waste disposed at the Waste Management Site or Material Recovery Facility if the license number of those collection vehicles has not been provided to the Designated Municipal Official in advance of unloading Collectible Waste.

1.17. The Contractor will co-operate fully with the Designated Municipal Official in implementing and operating projects and programs that the Municipality, and/or Provincial and/or Federal Government develop and legislate to divert waste from disposal.

2. WORKING DAYS AND HOURS OF OPERATION

2.1 The Contractor shall undertake the collection of Collectible Waste for all residential, municipal and commercial locations in the designated Collection area between the hours of 7:00 a.m. and 5:00 p.m. on the scheduled collection day unless otherwise authorized by the Designated Municipal Official.

2.2 The Contractor shall collect all Garbage, Recyclable Material and Leaf & Yard Waste in the designated Collection areas on the days proposed in their Submission. Regular Collection days shall not occur on Saturday or Sunday with the exception of Section 2, Clause 2.5 or as requested by the Designated Municipal Official. The Contractor may be provided with keys to access the CRL, CRLYWTS and certain IC&I collection locations, and acknowledges and agrees that such keys shall be used solely for the purpose of providing the Services. The Contractor shall be required to provide written acknowledgment of receipt of all keys provided.

2.3 The Contractor will adhere to the hours of operation 7:00 am to 5 pm, as may be amended from time to time, for the Clarence Rockland landfill site located at 2335 Lalonde Road, Bourget. The Contractor shall take all reasonable measures to comply with the conditions set out in the Clarence Rockland Landfill Site's MOECC Environmental Compliance Approval.

2.4 Should the regular Collection day occur on a holiday, the Collection shall take place as follows:

i. the collection days affected after the holiday shall be one day later than usual;

ii. during a week in which two (2) holidays occur, the Designated Municipal Official shall determine the Collection Schedule and communicate it to the Contractor, so that all Collections are made in that week.

2.5 The following days are statutory holidays. There shall be no Collection of Collectible Waste by the Contractor on these days unless the Contractor is otherwise directed to do so by a Designated Municipal Official:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

2.6 The Contractor shall bear, at its own expense, any additional or unforeseen costs including, but not limited to, such overtime, rates for extra forces, and cost any additional requirement or services as may be necessary to ensure continuous and uninterrupted service in accordance with Contractors obligations set out in Section 2 Clause 2.4.

3. COLLECTION OF GARBAGE

3.1. The Contractor shall provide collection of Garbage once every week on the scheduled collection days for all single family locations and designated multi-residential and ICI within the designated collection area.

3.2 The Contractor shall provide collection of Garbage twice per week on the scheduled collection days for designated restaurant locations within the designated collection area.

3.3 Non-collectible waste is to be tagged by the Contractor and these tag notices will be used to advise the owner that their Garbage was not collected. Non-compliance notices will be supplied by the Municipality. Notwithstanding that containers of Garbage may have been tagged with a non-compliance notice, the Designated Municipal Official reserve the right to direct the Contractor to collect tagged garbage bags or containers. The Contractor will not mix or contaminate Recyclable Material or Garbage with each other.

3.4 The Contractor will not collect more than the quantity of bags, containers and material as set out in the City's Waste By-law as may be amended.

3.5 The Contractor shall collect garbage once per week from public space receptacles located in the downtown areas:

2864 Laurier - Banque RBC
2875 Laurier - Tim Hortons
2825 Laurier - Place Victoria
2784 Laurier - Charon Langlois
2737 Laurier - Indépendant
2724 Laurier - NAPA Autopro
2609-2619 Laurier - Appartement
2475 Laurier - Physiothérapie Rockland

2211 Laurier - Poste Canada
2184 Laurier - Église Très Ste-Trinité
2178 Laurier - Église Très Ste-Trinité
2169 Laurier - Appartement Laurier
2085/2089 Laurier - Cerca Marketing
1657/1661 Laurier - Giant Tiger
1615 Laurier - *Lot vacant*
1595 Laurier - Extravadanse
1561 Ave. Du Parc - Parc Simon
1561 Ave. Du Parc - dans le Parc Simon
1560 Laurier - Hôtel de Ville 2x
1545 Laurier - Caisse Desjardin
1525 ave. Du Parc - Ecole l'Escale
1468 Laurier - Pierre Lemieux, Député
1450 ave. Du Parc - arena 2x
1350 Laurier
1275 Laurier - Coin de Lawrence et Laurier
1200 Laurier - Appartement
1039 Laurier - Gab's Bar & Grill
Parc-O-Bus St-Paul et Laurier
687 Laurier - Centre Culturel
290 Laurier
853 Du Parc - coin St-Joseph.

812 St-Joseph - GT back entrance
St-Joshep - Super mailbox
Highway 17 & Edwards

- Clarence Creek
418 Lemay - Centre Récréationnel
415 Lemay - Hôtel de ville (ancienne)
1647 Landry - École Ste-Félicité

- Clarence Point
201 Landry

- Cheney

- Bourget
3779 Champlain

- Hammond
3140 Gendron

3813 Legault - High school entrance

The City may add or delete the number of public space containers that require collection by the Contractor, during the Contract Term.

3.6 The Contractor will return and replace the Public Space Container, its liner or a garbage bag to its original location.

3.7 The Contractor shall keep a record of damaged Public Space Receptacles and provide it to the Designated Municipal Official no later than 9:00 am the next business day.

3.8 The Contractor will provide front-end containerized collection of Garbage once per week to designated ICI and multi-residential locations with the exception of restaurants which the Contractor will provide collection on Monday and Thursday each week. The Contractor acknowledges and agrees that approximately 20 restaurants receive collection services at the Commencement Date, however this number is subject to change throughout the Term

3.9 Upon commencement of the Contract the Contractor is required to supply an appropriate sized front end container to the ICI and multi-residential locations identified in Appendix A, for the remainder of the Contract.

3.10 The Contractor will abide by the restrictions placed on the type of material suitable for collection as set out in the City's Waste By-law as may be amended.

3.11 The Contractor will transport and dispose of Garbage at the Clarence Rockland landfill site unless otherwise directed by the Designated Municipal Official. The Contractor will not be responsible to pay for disposal fees for Garbage delivered to the Clarence Rockland landfill site.

4. COLLECTION PROCESSING AND MARKETING OF RECYCLABLE MATERIAL

4.1 The Contractor shall provide unlimited Collection of Recyclable Material.

4.2 The current recycling program consists of the:

- Curbside collection of recyclable fibre material (e.g. paper, OCC, etc.) and recyclable container material (e.g. cans, bottles, etc.) on alternating weeks, on the scheduled Collection days for single family and designated multi-family residential and ICI locations that use blue and black box containers to set out their Recyclable Material; and

- Collection of recyclable fibre material and recyclable container material where apartments, condominiums, townhouse complexes and municipal locations place their Recyclable Materials in roll carts (totes) that are designed to be collected mechanically, the Contractor shall provide collection of Recyclable Material from these locations collecting fibre and container material on alternate weeks.

4.3 The Contract will accommodate the use of lids and nets used by residents to cover Recyclable Material.

4.4 Recyclable Material currently designated for collection is listed in Appendix B. The Municipality has the right to add or delete materials on the list during the Contract Term.

4.5 The Contractor will be responsible to transport, process, and market Recyclable Material at an MOECC approved facility.

4.6 The Contractor will be responsible to market the Recyclable Material and will retain 100% of the revenue.

4.7 Non-collectible material will be tagged by the Contractor with a non-compliance notice and these tag notices will be used to advise the owner that material was not collected for, but not limited to, the following reasons:

i. Container contains non-recyclable material;

ii. Materials not properly sorted;

iii. Recycling container is not suitable;

iv. Cardboard is oversized.

4.8 Notwithstanding that containers of Recyclable Material have been tagged with a non-compliance notice, the Designated Municipal Official reserves the right to direct the Contractor to collect tagged containers.

4.9 The Contractor will be responsible for making arrangements with all multi-residential locations for determining suitable collection points for Recyclable Material at each property. The Contractor will notify the Designated Municipal Official in writing of the collection point locations. The location of the collection points must meet the approval of the Designated Municipal Official.

4.10 In the event a recycling collection vehicle collecting roll carts is unable to empty the containers due to an obstruction, the Contractor will notify the owner of the complex and return at least once that day to empty the containers.

4.11 Approximately 8 ICI locations receive municipal collection of OCC using a 6 and 8yd^3 front end container. The Contractor acknowledges and agrees that additional IC&I locations may require service, and the Contractor shall provide such additional containers as required at no additional cost to the Municipality. The Contractor is responsible to supply these locations with a front end container designed to accept only OCC. The Contractor will empty the OCC containers once per week at these locations. The Contractor is allowed to co-mingle OCC collected from the Clarence Rockland municipal front end bin OCC program with recyclable material from other private customers. The Contractor shall be required to deposit OCC only at approved MRF, and not at the CRL.

5. COLLECTION OF YARD WASTE

5.1 The City of Clarence Rockland does not currently provide a curbside collection program for Yard Waste. The City has approved the implementation of a Yard Waste program in October 2015 to commence April 2016. The start date for the collection of Yard Waste may be modified by the Municipality in its discretion.

5.2 The Contractor will collect all Yard Waste placed in paper bags and open containers and branches bundled at the curb. The Contractor will not collect Yard Waste placed in plastic bags or recycling boxes unless otherwise directed to do so by the Designated Municipal Official. The Contractor will use reasonable best efforts to clean Yard Waste deposited on the road as a result in paper bags which become ripped or damaged in the collection process.

5.3 The Contractor will transport Yard Waste to the City's landfill site located at 2335 Lalonde Road, Bourget. The Contractor shall take all reasonable measures to comply with the conditions set out in the City's Landfill Site Environmental Compliance Approval.

5.4 After Christmas of each calendar year, the Contractor will provide a Christmas tree collection service for residential and commercial units within the designated collection area. The Designated Municipal Official shall coordinate the Christmas tree collection schedule with the Contractor prior to the start of the calendar year.

5.5 The Contractor will not be responsible to pay for disposal fees for Yard Waste or Christmas trees delivered to the City's facility.

5.6 The Designated Municipal Official retains the right to add or delete materials that may be collected, change the method of collection of Yard Waste or change the type of bags or containers that may be used for collection.

5.7 Non-collectible Yard Waste will be tagged by the Contactor and these tag notices will be used to advise the owner that Yard Waste was not collected for, but not limited to , the following reasons:

- Yard Waste placed in unacceptable bag or container
- Non-collectable material
- Yard Waste will only be collected on the scheduled yard waste collection days

5.8 Notwithstanding that non-collectible Yard Waste has been tagged for non-compliance, the Designated Municipal Official reserves the right to direct the contractor to collect tagged

Yard Waste.

5.9 The Contractor will collect and keep Yard Waste separate from Garbage and Recyclable Material.

5.10 The Contractor shall provide unlimited collection of Yard Waste for all designated locations within the collection area. The frequency of the Yard Waste collection shall be a minimum of two (2) weeks per month from April to November as scheduled by the City.

5.11 The Contractor will collect all Yard Waste placed in paper bags and open containers and branches bundled at the curb.

5.12 The Contractor will not be responsible to pay disposal fees for Yard Waste or Christmas trees delivered to the City's landfill site located at 2335 Lalonde Road, Bourget.

6. COLLECTION OF BULKY ITEMS

6.1 The Contractor is not responsible to collect Bulky Items.

7. EQUIPMENT

7.1 The Contractor shall at all times provide a sufficient number of collection vehicles to complete the Services and to the satisfaction of the Designated Municipal Official. The collection vehicles will be properly maintained and equipped so as to provide the level of services specified in this Contract.

7.2 The collection vehicles must be compatible to provide the Services and have fully enclosed steel bodies of sufficient capacity and strength, capable of loading, compacting and mechanically unloading all Collectible Waste, and designed to contain any debris and liquid from the Collectible Waste. The above mentioned bodies shall be mounted on an adequate truck chassis all to the approval of the Designated Municipal Official.

7.3 Where the Contractor proposes to use an automated method to unload waste containers into the vehicle, the contractor's equipment shall be designed so as not to damage waste containers. Automated equipment to be used by the Contractor is to be identified in the Proponents proposal, and must be acceptable to the Designated Municipal Official.

7.4 The primary collection vehicles for the collection of Garbage and Recyclable Material must be no older than 7 years at any time during the Contract Term.

7.5 All primary vehicles will be equipped with a GPS tracking system that has a web-based interface capable of allowing staff at the Municipality the ability to track collection vehicles via a website (see Appendix C Sample Automated Vehicle Locator System Minimum Specifications for Waste Collection Vehicles). The Contractor will notify the Designated Municipal Official no later than one month after the Contract award, of the type of GPS tracking system and software proposed to be used in the Contractor's collection vehicles. The system must be pre-approved by Designated Municipal Official prior to the Commence Date and be fully functional at that time.

7.6 All primary vehicles used for the collection of Garbage, Recyclable Material and Compostable material, shall be painted in the Contractor's company colours. A permanent numbering system, the Contractor's Ministry of Environment permit number, and the Contractor's company name will be stenciled on both sides of the cab of all collection vehicles to accommodate the necessary accounting system for vehicles entering the designated Waste Management Sites.

7.7 The vehicles used for the collection of Yard Waste shall be no more than 10 years old at any time during the Contract term.

7.8 In the event of equipment breakdown the Contractor will supply, at its own expense and without any unreasonable delay, sufficient alternative equipment to complete the required Work – to be acceptable to the Designated Municipal Official.

7.9 The Contractor shall keep the side body panels of all primary collection vehicles used for this Contract free of advertising. The Municipality may require the Contractor to post signs or logos proclaiming messages of public interest as approved by the Designated Municipal Official, or to promote any aspect of the solid waste programs being carried on by the Municipality. Any such signage or logos shall be provided by the Designated Municipal Official

but installed by the Contractor at its expense.

7.10 The Contractor shall ensure that all Collection vehicles are equipped with a broom, shovel, and supply of absorbent agents for the purpose of cleaning spills. The Contractor will immediately clean-up all spills of liquid or debris caused by the Collection operation, at their own expense and notify the Designated Municipal Official.

7.11 The Contractor will ensure that all vehicles on a weekly basis are washed with a proper cleaning solution and that vehicles are disinfected inside and out each week.

7.12 Prior to the Commencement Date, the Contractor will obtain and pay for all permits or license necessary to perform this contract in accordance with all Applicable Law. The Contractor shall maintain all such licenses and permits throughout the Term of the Contract and shall provide copies to the Designated Municipal Official forthwith upon request.

7.13 In addition to all legally required safety equipment, all collection vehicles shall be equipped with Ministry of Transportation approved back up alert signals, flashing amber caution light mounted on the rear, and a two-way radio.

7.14 Collection vehicles shall be equipped to protect workers from any pinch point during the packing cycle operation. A Ministry of Labour approved system shall be installed and permanently maintained on all collection vehicles.

7.15 The Contractor shall be responsible for maintenance, repair and all other costs of the collection equipment including but not limited to fuel licensing, insurance, washing and storage.

7.16 The Contractor will maintain a sufficient number of spare collection vehicles to ensure the work is completed as specified in this Contract or as may be specified by the Designated Municipal Official from time to time for use in the event of vehicle breakdown. Spare vehicles may not be older than 10 years at any time during the Contract term. Prior to commencement of the Work and when requested during the Contract term, the Contractor will provide the Designated Municipal Official with documentation showing that the spare vehicles have been maintained to Ministry of Transportation of Ontario standards.

7.17 All vehicles which co-collect more than one Waste Stream shall be designed/constructed to ensure that the Waste Streams do not become cross-contaminated by each other.

7.18 Contractor supervisor vehicle shall be no older than five (5) years of at any point during the Term and painted with company colours.

8. SUPERVISION

8.1 The Contractor will provide skillful and efficient Supervisors and any necessary assistants to supervise the Work, subject to the approval of the Designated Municipal Official, for the duration of this Contract.

8.2 The Supervisors must thoroughly understand the Contract and be fully experienced in the Work being performed. The Supervisors will represent the Contractor and be in charge of the operation of the Contract and are authorized to accept any notice, consent, order, decision or other communication on behalf of the Contractor.

8.3 The Supervisors shall monitor on a daily basis the performance of the Contract and will be responsible to follow up all customer complaints, spills and accidents that occur during the performance of the Contract.

8.4 The Contractor shall equip the Supervisors with a cellular phone capable of taking photos, sending and receiving email and having a toll free telephone number valid for calls made within the Municipality so that the Supervisors may be contacted by Municipal staff during operating hours.

9. CONTRACTOR'S PERSONNEL

9.1 The Contractor agrees to provide an adequate uniform to its employees in the performance of this Contract to be worn while completing the Work and ensure that its employees are provided all proper protective equipment as required by law. The Contractor will provide it staff uniforms which shall be kept in clean and tidy condition for term of contract.

9.2 The Contractor shall provide a full training program to ensure that its employees are familiar with the Contractor's and Municipality's operations, complaint procedures, Occupational health and safety legislation and policy, WHMIS, hazardous spills response and all traffic laws including municipal By-laws.

10. CUSTOMER SERVICE

10.1 The Contractor supervisor shall be available on all collection days during the hours of 7:00 a.m. to 5:30 p.m. to record complaints as well as record a description of corrective action taken. The supervisor shall be equipped with cell phone and electronic mail capability. The Contractor shall provide the Designated Municipal Official with an e-mail address for the purpose of facilitating electronic communication between the Contractor, its Supervisor and the Municipality.

10.2 The Contractor will inspect Collection routes to ensure the following:

i. 100% of Collectible Waste has been collected in the manner required by the Contract

ii. All containers are being returned to the correct location.

iii. Employees are wearing appropriate safety equipment and otherwise observing all applicable Occupational Health and Safety laws.

iv. Collection vehicles are not speeding and are obeying all traffic laws and otherwise being operational in accordance with Applicable Law.

v. Claims of damage to containers and property are resolved within two working days.

vi. The Designated Municipal Official are informed of all incidents, problems, complaints and corrective actions taken

vii. Non-collectible waste and containers are tagged with non-compliance tags by the collection crews.

When the Contractor observes that the performance of the Work is not being performed in compliance with the Contract Document and Applicable Law, the Contractor will immediately notify the Designated Municipal Official of the non-compliance and the corrective measures that will be taken to remedy the situation.

10.3 A copy of all complaints, inquiries and non-compliance issues received by the Contractor, along with a description of the corrective action taken, will be delivered to the Designated Municipal Official on a daily basis.

10.4 The Contractor shall make reasonable best efforts to ensure that at least one bilingual staff person will be available by telephone at all times.

11. REPORTS AND STATISTICS

11.1 The Contractor shall ensure that detailed records are kept for the Collectible Waste that is collected and disposed including a record of the number of Collection Vehicles emptied per day, the weight in metric tonnes of each load, and where the load was disposed.

11.2 The Contractor will submit the following reports:

i. Daily collection route monitoring reports by email. The monitoring reports will document complaints received and their resolutions and routes that were for any reason not completed by the time specified in the Contract and shall include an explanation for the delay and an approximate time for when the route will be completed.

ii. Monthly invoices for all Collectible Waste and a breakdown of individual weights of each waste stream.

iii. Annual collection vehicle safety inspection reports, proof of insurance, and proof of Ministry of Environment approvals.

Appendix A

ICI Front End Container Location

Appendix B

Collection Calender

Appendix C

Sample Global Positioning Satellite (GPS) Automated Vehicle Locator (AVL) System Minimum Specification For

Waste Collection Vehicles

Appendix D

Collection days and routes

Appendix E

Courtesy Labels

Appendix F

Bridges with weight restrictions

SCHEDULE 2
CHARGES

SCHEDULE 3
TOMLINSON ENVIRONMENTAL SERVICES LTD. PROPOSAL

Appendix A

ICI Front End Container Location

NAME OF BUSINESS OR OWNERS	CIVIC	ADDRESS	TOWN	BINS	VOLUME	FREQUENCY
APPARTMENT BUILDING	3874	CHAMPLAIN	Bourget	1	4 vg	1
MARCIL, BERNA J MARCIL, FLORENCE B (Ramigab Resto-Bar)	3915	CHAMPLAIN	Bourget	1	6 vg	2
AUMONT RENOVATIONS INC (BOURGET CAMPING GROUND)	4304	CHAMPLAIN	Bourget	3	2x 8vg, 1 x 6vg	2
ÉCOLE SACRÉ COEUR	2233	DOLLARD	Bourget	1	4 vg	1
LES AUTOBUS LALONDE BUS LINES INC	2207	ETHIER	Bourget	1	4 vg	1
LANDFILL SITE	2335	LALONDE	Bourget	1	4 vg	1
CARDINAL STORAGE	2088	LAVAL	Bourget	1	6 vg	1
PLAZA LAROSE PLAZA INC (Clinique Chiropratique Bourget/Racine Dentistry)	2115	LAVAL	Bourget	1	6 vg	1
CAISSE POPULAIRE D'ALFRED LTEE (Bourget location)	2131	LAVAL	Bourget	1	4 vg	1

KASSIS, MAZEN (Mon Voisin)	2155	LAVAL	Bourget	1	4 vg	1
BELANGER, DENIS LORTIE, SERGE (MIKE DEAN)	2212	LAVAL	Bourget	2	6vg	2
442952 ONTARIO INC (BOURGET NURSING HOME)	2279	LAVAL	Bourget	1	6vg	1
JEAN GUY MARCIL	2546	LAVAL	Bourget	1	4 vg	1
COMMUNITY CENTRE	19	LAVIGNE	Bourget	1	6 vg	1
ATELIER LOUIS L'ARTISAN I	24	LAVIGNE	Bourget	1	6 vg	1
PETROLES LORTIE PETROLEUM INC LES (MacEwen Petroleum)	1575	RUSSELL	Bourget	1	4 vg	1
YANICK DUFRESNE	1871	RUSSELL	Bourget	1	6 vg	1
J. B. MOBILE MECHANIC INC	1891	RUSSELL	Bourget	1	6vg	1
6778160 CANADA INC (QUAD EXPERT)	457	RUSSELL	Cheney	1	6 vg	1
1760768 ONTARIO LIMITED (MIDORI)	538	RUSSELL	Cheney	1	4 vg	1

APPARTMENT BUILDING	589	RUSSELL	Cheney	1	4 vg	1
2118443 ONTARIO INC (CHENEY MINI MART)	599	RUSSELL	Cheney	1	6 vg	1
MAPLEVIEW CAMPING	1207	LANDRY	Clarence Creek	4	6 vg	2
1693935 ONTARIO INC (Gabriel's Pizza)	1592	LANDRY	Clarence Creek	1	6 vg	1
ÉCOLE ST-FÉLICITÉ	1647	LANDRY	Clarence Creek	1	6 vg	1
TOWNSHIP GARAGE	415	LEMAY	Clarence Creek	1	6 vg	1
CITY HALL	415	LEMAY	Clarence Creek	1	6 vg	1
ARENA CLARENCE CREEK	418	LEMAY	Clarence Creek	1	6 vg	2
CENTRE D'ACCUEIL ROGER SEGUIN	435	LEMAY	Clarence Creek	1	6 vg	3
1618566 ONTARIO INC (Hammond Golf and Country Club)	600	DU GOLF	Hammond	1	6 vg	1
MILLSTRONG CABINETS	2677	GAGNE	Hammond	1	4 vg	1

1168692 ONTARIO INC (Résidence St-Mathieu)	3140	GENDRON	Hammond	1	4 vg	1
ALPHONSE CARRIÈRE COMMUNITY CENTRE	3154	GENDRON	Hammond	1	4 vg	1
École St. Mathieu	3155	GENDRON	Hammond	1	6 vg	1
1497337 ONTARIO INC (J. Lalonde & Fils - Rona)	903	LACROIX	Hammond	2	6 vg	1
APPARTMENT BUILDING	907	LACROIX	Hammond	1	4 vg	1
POPE JOHN PAUL 2 SCHOOL	3818	LEGAULT	Hammond	1	6 vg	2
ST. FRANCIS XAVIER SCHOOL	1235	RUSSELL	Hammond	2	6 vg	2
VALORIS	860	CARON	Rockland	1	6 vg	1
6423540 CANADA INC C/O JOANNE BOELEAU (Top Mode Depot)	2747	CHAMBERLAND	Rockland	1	8 vg	1
CENTRE ENTREPRENEUR	2815	CHAMBERLAND	Rockland	1	8 vg	1
CHARETTE HOLDINGS LTD (Location Action Rental (Rockland Wheels))	2836	CHAMBERLAND	Rockland	1	6 vg	1

2246450 ONTARIO INC (Rockland Tire)	2852	CHAMBERLAND	Rockland	1	4 vg	1
ROCKLAND PROFESSIONAL CENTRE CORP (Field Auto Parts/Entretien TLC Car Care)	2885	CHAMBERLAND	Rockland	1	4 vg	1
8614105 CANADA INC. (Cuisine Gimy Ltée)	1885	CLARK	Rockland	1	6 vg	
EPPS, DAVID EPPS, JEANNE (Epps Motors Auto Repair)	7781	COUNTY 17	Rockland	1	8 vg	1
1411695 ONTARIO INC (Leduc Bus Lines Ltd)	8467	COUNTY 17	Rockland	1	4 vg	1
1043140 ONTARIO INC (Bélanger Chrysler Dodge Jeep Ram Inc.)	8501	COUNTY 17	Rockland	1	6 vg	1
BERGERON, MICHEL TALBOT, MONIQUE	586	DE LA BAIE	Rockland	2	6 vg	3
ARENA JEAN-MARC LALONDE	1450	DU PARC	Rockland	1	8 vg	1
ÉCOLE SECONDAIRE L'ESCALE - YMCA	1535	DU PARC	Rockland	1	8 vg	3
MR GAS LIMITED /	297	EDWARDS	Rockland	1	4 vg	1
TIM HORTON'S	297	EDWARDS	Rockland	1	6 vg	3

CONDOMINIUMS	7-189-193	ELIOT	Rockland	1	8 vg	1
LALONDE, JEAN-MARC (Lucas Car Care) and SON X PLUS	632	GAREAU	Rockland	1	6 vg	2
CLUB POWERS INC	954	GIROUX	Rockland	1	6 vg	2
ST PATRICK SCHOOL	1001	HERITAGE	Rockland	1	8 vg	2
STATION DE TRANSFERT	700	INDUSTRIELLE	Rockland	1	6 vg	1
M. PILON CONSTRUCTION LTE	730	INDUSTRIELLE	Rockland	1	6 vg	1
COTE, MICHEL (Opti-Vision) (Rosalynn's Bistro)	928	LAPORTE	Rockland	1	6 vg	2
SAIKALEY, BADIH (Café La Roche)	655	LAURIER	Rockland	1	4 vg	1
APPARTMENT BUILDINGS	875	LAURIER	Rockland	1	4 vg	1
LE DOMAINE CLOMATEK	1005	LAURIER	Rockland	1	8 vg	1
PLACE NOTRE-DAME	1026	LAURIER	Rockland	1	8 vg	1

2309173 ONTARIO INC. (Gab's Resto-Bar Inc.)	1039	LAURIER	Rockland	1	8 vg	1
DISTINCTIVELY WOOD FURNISHINGS INC. (Mac's Convenience Stores)	1055	LAURIER	Rockland	1	6 vg	2
PARENT, JEAN-PAUL PARENT, CHRYSTINE (Mariano's Pizzeria)	1099	LAURIER	Rockland	1	6 vg	1
LAFOND, ARMAND LAFOND, MADELEINE (JS-MOM Inc./Chez l'Boulanger)	1370	LAURIER	Rockland	1	2 vg	1
NAN, AIPING WU, TAT (Maison de Xin)	1486	LAURIER	Rockland	1	8 vg	2
City of Clarence Rockland	1560	Laurier	Rockland	1	8 vg	2
Tigre Géant	1657	LAURIER	Rockland	2	4 vg	1
NEW RUBY HOUSE	1781	LAURIER	Rockland	1	6 vg	2
SAIKALEY, ELI WADIH (Friendly's Restaurant/Pano's Breakfast) + 1748 (Toppings Burger)	1756	LAURIER	Rockland	1	6 vg	2
LE GROUPE JEAN COUTU (PJC) Salon Création en Tête & Laurier Med. Clinic	2246	LAURIER	Rockland	1	8 vg	1
1790600 ONTARIO INC. (Dunn's Famous Resto Bar Deli)	2370	LAURIER	Rockland	1	6 vg	2

TAGHIZADEH, MASOUD FROUZANDEH, ROYA (Royal Photo)	2374	LAURIER	Rockland	1	4 vg	1
BRUNET FUNERAL HOME	2419	LAURIER	Rockland	1	6 vg	1
2033102 ONTARIO LIMITED (P. Morin Automobile)	2466	LAURIER	Rockland	1	4 vg	1
LAVIOLETTE, ANDRE (Jumbo Pizza), Fleuriste Brunet	2609	LAURIER	Rockland	1	4 vg	2
BYTOWN LUMBER INC	2678	LAURIER	Rockland	2	6 vg	1
MAGASINS JEAN LAMOUREUX (Home Hardware)	2720	LAURIER	Rockland	1	6 vg	1
964334 ONTARIO LTD (Autopro Rockland)	2724	LAURIER	Rockland	1	6 vg	1
BREWERS RETAIL INC	2729	LAURIER	Rockland	1	6 vg	1
REIT ONTARIO PROPERTIE indépendant (Grenon Indépendent - Scotia Bank)	2737	LAURIER	Rockland	1	4 vg	1
2018134 ONTARIO INC shopper's	2749	LAURIER	Rockland	1	6 vg	1
Ultramar	2749	LAURIER	Rockland	1	4 vg	1

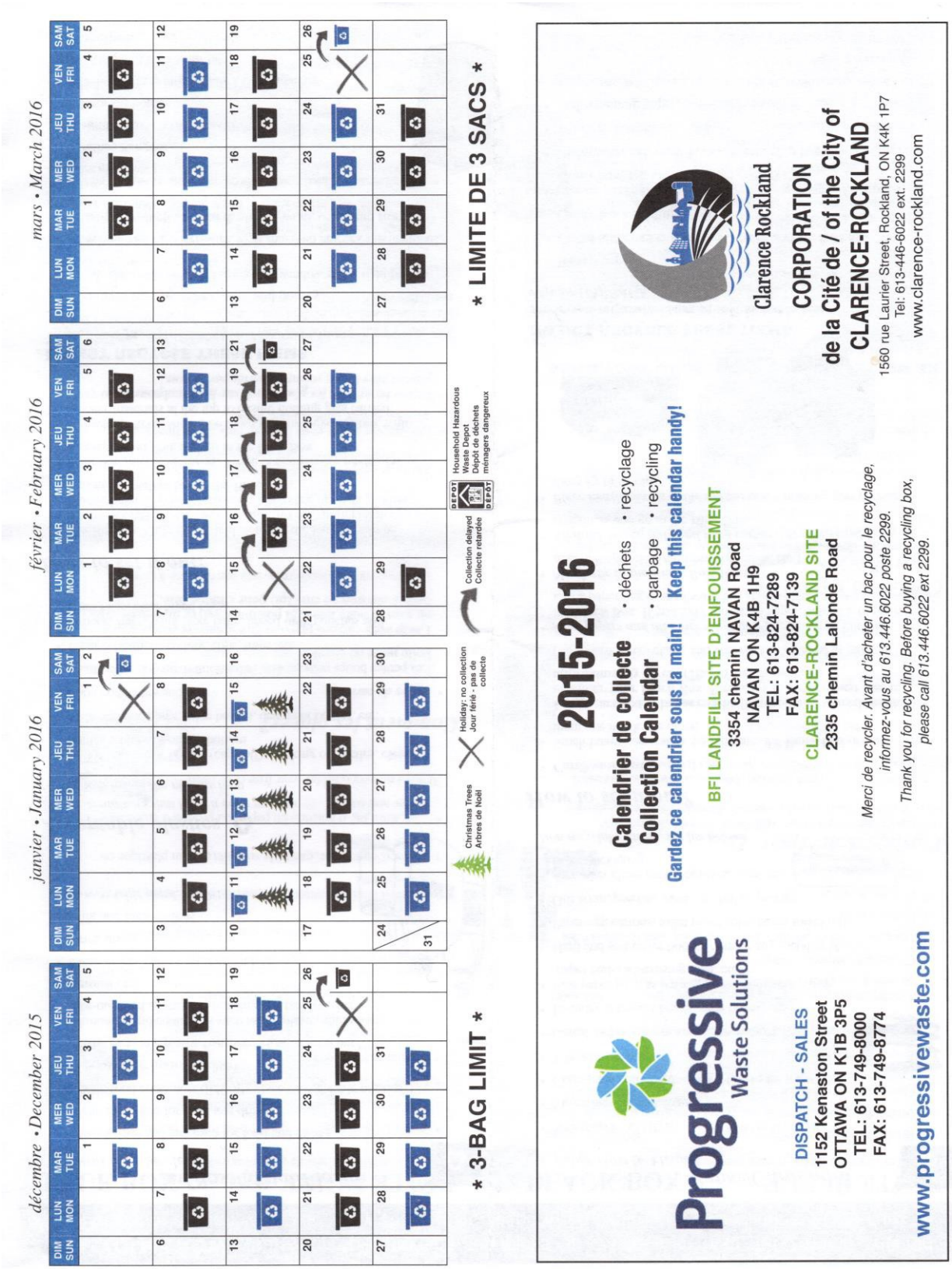
1070452 ONTARIO INC (Rockland Family Chiropractic Wellness Centre, The Movie People, ProNature, Tiny Hoppers, Salon Tête-ô-pieds, **Pharmacie**, Décor Domino's)	2768	LAURIER	Rockland	1	6 vg		2
CABERSAN INC (Charron Langlois, BDO Dunwoody, LaTurquoise, Services Financiers Gaudreau)	2784	LAURIER	Rockland	1	6 vg		2
2134837 ONTARIO LTD (Trans-Tech-Auto, Touch of Distinction Flooring & Décor, Vitrerie Glass & Mirror, Rising Sun Karate, Nutrite Nutritek)	2800	LAURIER	Rockland	1	8 vg		1
PLACE VICTORIA	2825	LAURIER	Rockland	2	4 vg		2
KUYUCAK ENTERPRISES INC (M&M, Rami, Brown's Cleaners, LaBella Nails, New Beginning Church)	2848	LAURIER	Rockland	1	6 vg		2
1004121 ONTARIO INC (Rockland Sports, First Choice Haircutters)	2865	LAURIER	Rockland	1	8 vg		1
THE TDL GROUP CORP	2875	LAURIER	Rockland	1	8 vg		3
SOUCY FO SALES LTD	2900	LAURIER	Rockland	1	6 vg		1
LA FINANCIERE FRAMALLI LTEE (Snap Fitness)	2901	LAURIER	Rockland	1	6 vg		1
1550995 ONTARIO INC (Moison Lavergne, Rockland Family Optometric, Co-operators, Herbal Magic)	2911	LAURIER	Rockland	1	4 vg		1
PLACE DES PIONNIERS	2921	LAURIER	Rockland	2	6 vg		1

JARDINS BELLERIVE INC	2950	LAURIER	Rockland	1	8 vg	2
CLUB DE GOLF OUTAOUAIS	325	MONTÉE OUTAOUAIS	Rockland	1	6 vg	1
2157472 ONTARIO INC (Harmony Hyndai)	293	PIGEON	Rockland	1	8 vg	1
CENTENNIAL	1211	ST-JEAN	Rockland	1	4 vg	1
LAURIER CENTRUM	701	ST-JOSEPH	Rockland	2	4 vg	1
ÉCOLE SAINTE TRINITÉ	879	ST-JOSEPH	Rockland	2	6 vg	1
PLACE NICOLAS		SYLVAIN	Rockland	1	8 vg	1
APPARTMENT BUILDINGS	1895	VICTORIA	Rockland	1	6 vg	1
ÉCOLE DU ROSAIRE	2410	DU LAC	St-Pascal	1	4 vg	1
COMMUNITY CENTRE - RONALD LALONDE	2564	ST PASCAL	St-Pascal	1	8 vg	1
Maize Siding & Eavestroughing Inc. Paul Maisonneuve	2537	ROLLIN	St-Pascal	1	6 vg	1

Total number of locations	110			
Total number of containers	123			

Appendix B

Collection Calendar



avril • April 2015

DIM SUN	LUN MON	MAR TUE	MER WED	JEU THU	VEN FRI	SAM SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

mai • May 2015

DIM SUN	LUN MON	MAR TUE	MER WED	JEU THU	VEN FRI	SAM SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24 / 31	25	26	27	28	29	30

juin • June 2015

DIM SUN	LUN MON	MAR TUE	MER WED	JEU THU	VEN FRI	SAM SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

juillet • July 2015

DIM SUN	LUN MON	MAR TUE	MER WED	JEU THU	VEN FRI	SAM SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

*** 3-BAG LIMIT ***

Christmas Trees
Arbres de Noël

Holiday: no collection
Jour férié - pas de collecte

Collection delayed
Collecte retardée

DEPOT DÉPÔT
Household Hazardous Waste Depot
Dépôt de déchets ménagers dangereux

*** LIMITE DE 3 SACS ***

août • August 2015

DIM SUN	LUN MON	MAR TUE	MER WED	JEU THU	VEN FRI	SAM SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23 / 30	24 / 31	25	26	27	28	29

septembre • September 2015

DIM SUN	LUN MON	MAR TUE	MER WED	JEU THU	VEN FRI	SAM SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

octobre • October 2015

DIM SUN	LUN MON	MAR TUE	MER WED	JEU THU	VEN FRI	SAM SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

novembre • November 2015

DIM SUN	LUN MON	MAR TUE	MER WED	JEU THU	VEN FRI	SAM SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Christmas Trees
Arbres de Noël

Holiday: no collection
Jour férié - pas de collecte

Collection delayed
Collecte retardée

DEPOT DÉPÔT
Household Hazardous

DID YOU KNOW that your collection person picks up waste from over 1200 homes everyday? For better efficiency, please follow these instructions when setting out your material at the curb.

BLUE BOX *Glass/Metal/Plastic*

(All items must be clean)

- Glass bottles and jars used for food and drinks
- Metal cans used for food and drinks
- Plastic food containers (lids off) - (see "Acceptable plastics")
- Lids and caps from containers
- Plastic bags in a plastic bag (see "How to set it out?")
- Aluminum foil containers such as pie plates, aluminum take-out food containers, roasting and baking pans
- Aerosol cans (empty)
- Clean empty paint cans without lids
- Drink boxes
- Milk and juice cartons

Non-recyclable items, see list below

Acceptable plastics

Plastic containers that have a code number from 1 to 6 inside the mobius loop

- Soft drinks/water bottles (caps off), cooking oil bottles, clear bottles with nubs on the bottom
- Milk and juice jugs, juice bottles, detergent bottles, etc.
- Food containers and lids
- Shampoo and syrup bottles, tubs
- Clear containers, cutlery, cups, trays, etc.
- Grocery bags, retail store bags, rinsed milk pouches and outer bags, clear bread bags

How to set it out?

- ***Plastic bags***: Only empty and clean plastic bags should be placed in other plastic bags. **Do not put any material in plastic bags**. If your Blue Box is full, place items in another reusable container beside the **Blue Box**.
- ***Milk and juice containers:*** These containers are made of a special coated fibre and go in the **Blue Box**.
- Recyclable items should be loose in your recycling box with heavier materials at the top to ensure nothing gets carried away by the wind.

DO NOT RECYCLE THESE ITEMS

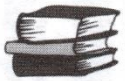
These non-recyclable items should be put in your regular GARBAGE

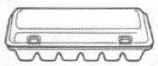
- Ceramics such as dishes, cups and pottery.
- Other glass such as drinking glasses, window glass, light bulbs, and mirrors.
- Other plastics such as dishes, toys, make-up jars or caulking tubes.
- Plastic film such as meat & cheese wrap, overwrap from boxed products, stretch wrap.
- Plastic bags such as garden products bags (i.e., fertilizers, peat moss, etc.)
- Clothes hangers
- Laundry baskets
- Motor oil bottles
- Plastic buckets larger than 2-litre capacity
- Soiled paint cans with lids
- Styrofoam

BLACK BOX *Paper/Cardboard*

(All paper must be clean)

- Newspapers and flyers - (see "How to set it out?")
- Magazines and catalogues
- Corrugated cardboard - see ("How to set it out?")
- Telephone books
- Cereal and cracker boxes (liners removed)
- Laundry detergent boxes, shoe boxes, etc.
- Fine paper such as writing paper, computer paper, paper pads, advertising mail, etc.
- Hard and soft cover books (remove any metal or plastic)
- Paper egg cartons, toilet paper rolls, paper towel rolls
- Gift wrap, greeting cards (no foil or plastic)
- Any other clean paper shopping bags or paper packaging





Non-recyclable items, see list below

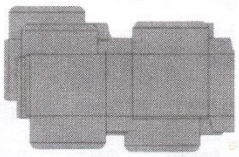
How to set it out?

- ***Cardboard boxes:***

  Small boxes can simply go right into the Black Box or stack them one inside the other.

  Large cardboard boxes can be flattened and placed beside or under your Black Box. Please try to reduce their size to approximately 60 cm (2ft.) in any dimension.

  Cardboard is recyclable and will not be collected as garbage.
- ***Newspapers and all other recyclable paper*** can be piled in the **Black Box**. If you have too much paper, bundle it or put it into a paper bag or cardboard box (plastic bags are not permitted).
- ***No plastic in the Black Box***: Remove all plastic packaging materials (plastic wrap from pop cases, etc.)
- ***All drink boxes, milk and juice cartons*** are considered containers and go in the **Blue Box**.
- ***Place heavier items at the top to ensure nothing gets carried away by the wind.***



DO NOT RECYCLE THESE ITEMS

These non-recyclable items should be put in your regular GARBAGE

- Waxed paper
- Cereal and cracker box liners, chips and cookie bags
- Candy bar wrappings
- Freezer packaging such as frozen concentrate cans, frozen dinner boxes, paper ice cream cartons
- Dishwasher detergent boxes, potato chip bags and canisters
- Wooden clementine crates
- Foil wrapping paper, bows, ribbons

Appendix C

Sample Global Positioning Satelite (GPS) Automated Vehicle Locator (AVL) System Minimum Specification For Waste Collection Vehicles

i) The City will require AVL technology in this contract on all waste collection vehicles and related equipment. The Contractor will be required to use this technology for quality control purposes. The City will be using the technology for quality assurance contract administration.

ii) The Contractor shall equip all vehicles used for the purpose of this contract with GPS-AVL hardware, software and manuals necessary to operate the system.

iii) The equipment provided by the Contractor will retain ownership throughout the Contract by the Contractor All maintenance, installations and removals will be paid by the Contractor.

iv) The equipment must be tamper resistant, durable and rugged in design.

v) Equipment must operate on the vehicles power source and is wired to power-on automatically upon vehicle ignition. Operator interaction is not required.

vi) All telecommunications Agreement/contract (e.g. cellular contract) will be managed by the Contractor.

vii) The Contractor will provide the City with AVL web browser service. The service and data transmission cost will be the Responsibility of the Contractor. Ownership of this data will reside with the City.

viii) The City will provide the initial AVL requirements and data retrieval format requirements to the Contractor. The data shall include but not limited to:

- Vehicle ignition on and off
- Vehicle arrival at and departure from the City's waste management facilities and other waste management facilities
- Arrival at and departure from each stop on the route
- Each compaction cycle made
- Arrival back at home site, time spent at the waste management facilities and exit time from the home site.
- Time spent on route
- Speed and direction of vehicle
- Idle times
- Stops

ix) Truck activities are to be time and location stamped.

x) The system must automatically and accurately collect the time and location of every identified event from ignition on, to ignition off.

xi) Location data must be in a format that can be used to map vehicles in the City's mapping software.

xii) Position data is to be collected on one (1) minute intervals with event data collected on change.

xiii) The Contractor must ensure AVL equipment is functioning properly and must report all damages and malfunctions of AVL equipment immediately to the City.

xiv) The Contractor must guarantee complete back up of all GPS/AVL data and the ability to recover data lost due to system failures within 12 months.

xv) The Contractor shall inform the City of any planned hardware/software activities (e.g. maintenance, upgrades etc.) which may interrupt availability of the GPS/AVL application/data seven (7) days prior to the planned activity.

xvi) Any problems with the hardware or software must be fixed within seven (7) working days. If it will take longer to solve any problems, the Contractor must notify the City.

xvii) The Contractor is to provide a secure web based application to view the location and event data and provide the City access to it.

xviii) At a minimum the GPS/AVL system and associated secure web based application are required to:

- Monitor both current position and route progress (tracking) via on-screen display of position and/or path on a secure web-site which the City will be granted access to.
- Monitor the condition of on-board sensors (i.e. for compaction cycles) and graphically display sensor status
- Display vehicle movement, identify and show the position of the vehicle every one (1) minute.
- Display any number, category (i.e. recycling, front-end, garbage, organics etc.) or all of the fitted vehicles in live or playback modes.
- Record and report distances traveled by vehicles on any given day and total distances since the vehicle became operational.
- Report and record the speed traveled by the vehicles
- The City shall allow the City to independently assign labels, add or remove vehicles form the display.
- Allow the City to add and subtract any number of landmark icons on the display by turning existing layers on/off.

- Indicate the direction of travel of each displayed vehicle.
- Provide vehicle location by street address and GPS coordinates.

xix) The Historical Data Retrieval features will have the following:

- The system must automatically log all stops with vehicle identification, time stamp, location and specified driver inputs in a format readily suitable for importing to a common database program.
- The data shall be available for no less than 12 months in the software interface.
- The system shall be capable of replaying individual vehicle movements and status for any specified snapshot in time.
- Perform various pre-defined and ad-hoc queries to analyze equipment performance and verify route completion where real-time information is not required.
- Perform pre-defined, selectable queries to filter equipment by activity and display on appropriate map layer in order to verify work performed.
- Perform various ad-hoc queries on all-equipment sensors
- Playback the path of a vehicle on-screen for a selectable time period.
- All query results are displayed on-screen and allow formatted printing of both tabular data and mapped data.

xx) Data storage and data access

- Event data to be stored and accessible for 12 months.
- Location data to be stored and accessible for 12 months.
- Units have the ability to store data information when the communication network is unavailable (stored data would be sent once the network was available).
- After 12 months, the Contractor shall send event and location data to the City for storage on their systems in an agreed upon file format.
- The City reserves the right to request a download of the data at anytime.

xxi) The base map on the web base application should include municipal boundaries.

xxii) The web based application should have the following but not limited to basic functions:

- Zoom in
- Zoom out
- Pan
- Previous extent
- Identify
- Selection by rectangle
- Print
- Help
- Searches: map an address, map an intersection, quick search i.e. find a road
- Layer list
- Legend
- Reset map
- Reporting

xxiii) The AVL/GPS system and associated web-based application shall be completed and running by the beginning of the collection contract.

xxiv) Sign off by the City staff will occur once all requirements have been tested and met.

Web Application Tools

Refresh

Updates real time location for vehicle(s) in the current extent of the map window, also acts as a general site refresh while maintaining the current map extent.

Auto Refresh

A Check-box for auto-refresh (updates real time location for vehicle(s) in the current extent of the map window) that automatically refreshes the current extent of the map window every two minutes (smallest frequency) or at a longer interval defined by the user. If another tool/function is used, the Auto-Refresh may be interrupted (specific tools that would interrupt this function include playback in the existing window, find vehicle on map, etc.).

Vehicle Listings

The standard structure of the data tab can be used: i.e. a folder for each vehicle grouping (with the individual vehicles listed in each folder when it is expanded) to make layers visible. When made visible (or on initial load), the last position for each visible vehicle will be displayed. When the user selects refresh or based on Auto-refresh, the real time location of the visible vehicles will be updated (if they are in the map window extent).

Vehicle Selection

A separate pull-down list of vehicle groupings with individual vehicle(s) by vehicle number that appears on the vehicle. The use shall be able to select all of one category (i.e. recycling, garbage, front-end) or individual vehicle by number on the vehicle. 'Select All / Deselect All' button should be included. The vehicles should also be selectable by drivers name, type, number and area served.

a. **Find Vehicle on Map**
   Zoom to vehicle selected - vehicle should be labelled on map. If tool tips are not used, a label (or small dialogue box) which contains the latest vehicle information should be added.

b. **Latest Vehicle Information**

The user should have the ability to determine the latest vehicle information. The fields will include Vehicle, Speed, Heading, Last Reported Event and Day/Time of Last Reported Location.

c. **Update Real Time Location**
   Acts as refresh for a selected vehicle and provides Latest Vehicle Information.

Proximity Toolsets

Vehicles Closest to an Address

The Web based mapping shall have the ability to allow the City to locate the closest vehicle to a service request site through any of the following methods: visual analysis (i.e. the user can look at all of the current vehicle locations to visually determine the closest), address or intersection query (i.e. an address is entered and the closest vehicle to that location is returned on a specified date) or through user- specified spatial location (i.e. the user clicks on the map and the closest vehicle to that location is returned).

Export and Print Map

Export of the map to JPEG, etc. and print the map extent.

Reporting Functions

Standard Reports

For a group of vehicles or individually selected vehicles, a number of standard report options should be available. Where an address is included, a link to a map window should be provided. Sample reports are included (but are not limited to) those shown below.

a. **Last Known Position**

b. **Vehicle Event**

Events include vehicle Stop/Start, Ignition On/Off, speed and Compaction Cycles.

c. **Stop**
Stopping Thresholds: e.g. Record a stop event when speed is at/or below 0 km/h

d. **Speeding**
The Speeding Thresholds option enables the Administrator to designate a speed and duration of time for each vehicle in the fleet. When a vehicle exceeds the designated speed for the set duration of time, this event will be reported. Certain parameters must be defined by the user. E.g. Speeding thresholds: Record a speeding event when the vehicle exceeds 80 km/h for more than 2 minutes.

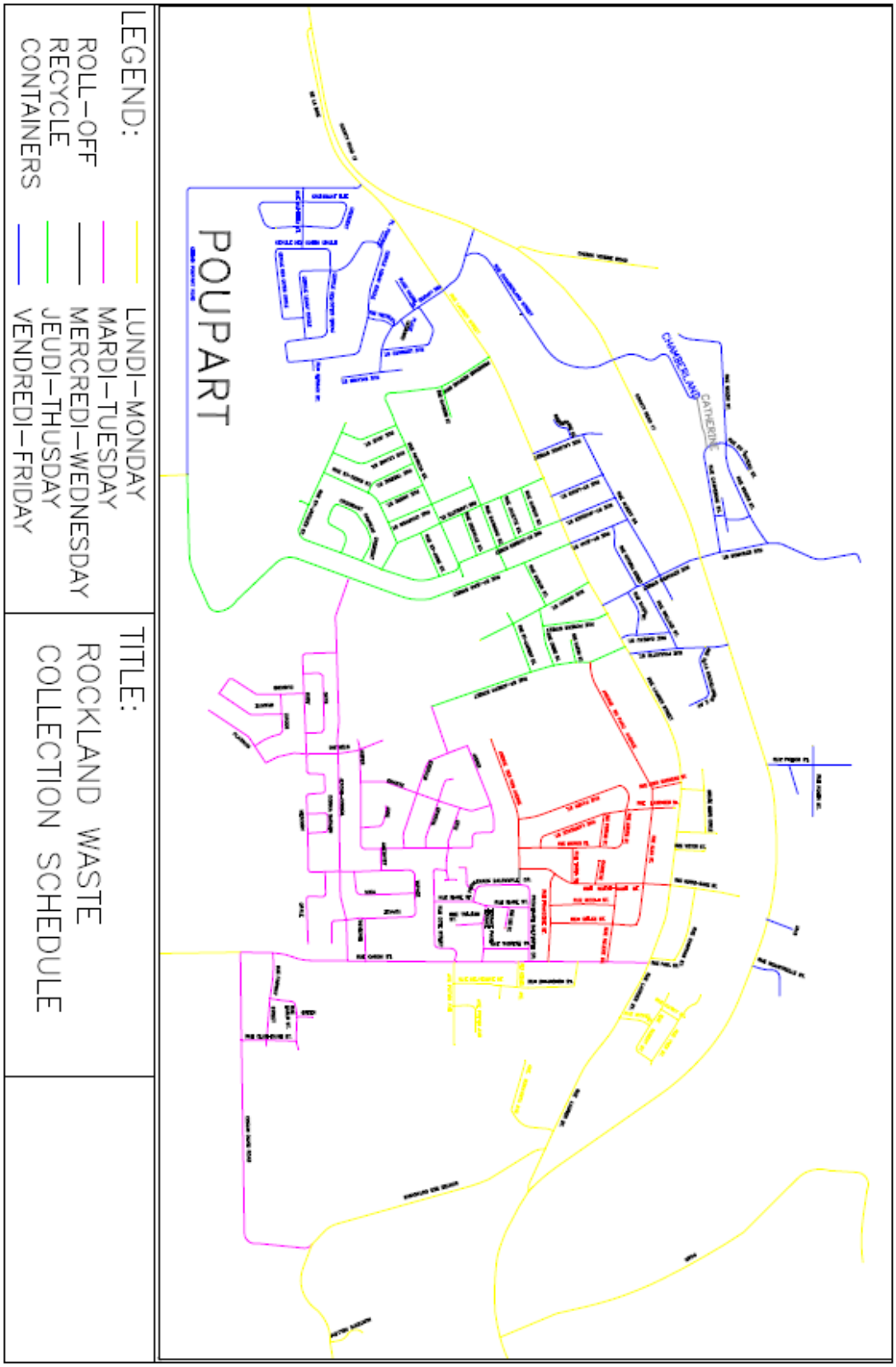
e. **Position**
Results should open up in the standard 'Query/Selection Results' window and includes an 'Export to Excel'or PDF option, and should include the vehicle name, date/time, speed, heading and address.

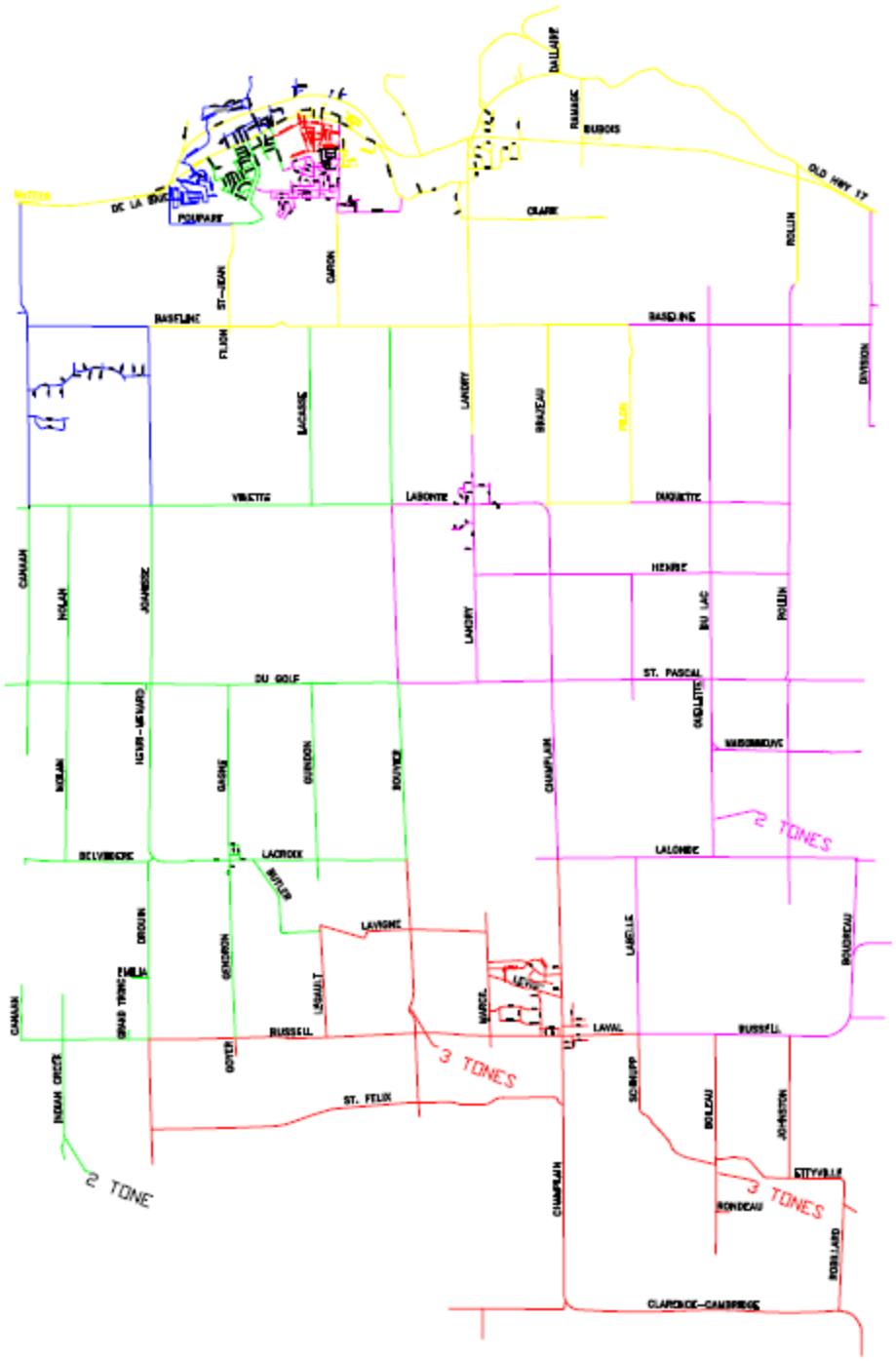
Training

The following training will be required:

- Demonstration and training session for users of web-based application
- As part of the training, corresponding hardcopy and electronic format training manuals are to be provided by the Contractor.

Appendix D - Collection Routes





LEGEND

- LUNDI—MONDAY
- MARDI—TUESDAY
- MERCREDI—WENDNESDAY
- JEUDI—THUSDAY
- VENDREDI—FRIDAY

TITLE:
FORMER TWP. OF CLARENCE

WASTE COLLECTION SCHEDULE
ROLL—OFF
RECYCLE
CONTAINERS

SORRY

Unacceptable Material

As per Bylaw 1998-57

We did not collect your items because they contain

Unacceptable Material

Tires, electronics, propane tanks, construction materials and hazardous materials are not collected at the curb

Visit www.clarence-rockland.com or call 613.446.6022 ext. 2299 for more information

Clarence-Rockland

Désolé

Matériaux Inacceptables

Règlement 1998-57

Nous n'avons pas ramassés vos items car

Matériaux Inacceptables

Les pneus, l'électronique, les bonbonnes de propane, les matériaux de construction et les produits dangereux ne sont pas ramassés aux résidences

Visitez www.clarence-rockland.com ou téléphonez au 613.446.6022 ext. 2299 pour plus d'informations

Clarence-Rockland

SORRY

Unacceptable Container

As per Bylaw 1998-57

We did not collect your recycling items because they are in an

Unacceptable Container

Only municipal containers are collected

Visit www.clarence-rockland.com or call 613.446.6022 ext. 2299 for more information

Clarence-Rockland

Désolé

Contenant inacceptable

Règlement 1998-57

Nous n'avons pas ramassés vos items recyclables car ils sont dans

Un contenant Inacceptable

Seuls les contenants municipaux sont ramassés

Visitez www.clarence-rockland.com ou téléphonez au 613.446.6022 ext. 2299 pour plus d'informations

Clarence-Rockland

SORRY

As per Bylaw 1998-57

Too Many Bags or Containers

- More than three garbage bags/cans. You can purchase the tags at City Hall, 1560 Laurier Street, Rockland.
- Garbage cans must have a maximum capacity of 90 litres (20 gallons)

Visit www.clarence-rockland.com or call 613.446.6022 ext. 2299 for more information

Clarence-Rockland

Désolé

Règlement 1998-57

Trop de sacs ou contenants

- Plus de trois sacs/contenants. Vous pouvez vous procurez des étiquettes à l'Hôtel de ville, 1560, rue Laurier, Rockland.
- Le contenant à déchets doit avoir une capacité maximale à 90 litres (20 gallons)

Visitez www.clarence-rockland.com ou téléphonez au 613.446.6022 ext. 2299 pour plus d'informations

Clarence-Rockland

SORRY

Wrong Week

As per Bylaw 1998-57

We did not collect your recycling because they have been placed out on the

Wrong Week

Black and blue boxes alternate every week

Visit www.clarence-rockland.com or call 613.446.6022 ext. 2299 for more information

Clarence-Rockland

Désolé

Mauvaise Semaine

Règlement 1998-57

Nous n'avons pas ramassé votre recyclage car vous l'avez déposé au bord de votre entrée

Mauvaise Semaine

La collecte des boîtes bleues et noires se fait en alternance toutes les semaines

Visitez www.clarence-rockland.com ou téléphonez au 613.446.6022 ext. 2299 pour plus d'informations

Clarence-Rockland

SORRY

Unacceptable Weight

As per Bylaw 1998-57

We did not collect your items because they are an

Unacceptable Weight

Items should weigh no more than
23 kg (50 lbs)

Visit www.clarence-rockland.com or call
613.446.6022 ext. 2299 for more information

Clarence-Rockland

Désolé

Poids inacceptable

Règlement 1998-57

Nous n'avons pas ramassé vos items car ils sont d'un

Poids inacceptable

Les items ne doivent pas peser plus de
23 kg (50 livres)

Visitez www.clarence-rockland.com ou téléphonez au
613.446.6022 ext. 2299 pour plus d'informations

Clarence-Rockland

Appendix F - Bridges with Weight Restrictions

Bridge	**Load Restriction**
McDougall bridge	Full load since Fall 2015
Bearbrook bridge	Single Axle : 14 tonnes Tandem Axle: 26 tonnes Tridem Axle : 35 tonnes (To be replaced to full load Summer 2016)
Bolieau bridge	Single Axle : 11 tonnes Tandem Axle : 17 tonnes Tridem Axle : 26 tonnes

Schedule 2 - Charges

Tomlinson			
Service	**Estimated Tonnes**	**Unit Price**	**Total Estimated Annual Price**
Contract Length		5 year	
	(a)	(b)	(a x b)
Curbside Garbage Collection	5000	$87.76	$438,800.00
Recyclable Materials Collection	1566	$451.56	$707,142.96
Yard Waste Collection	1700	$46.88	$79,696.00
Collection non compacted front end garbage containers	2500	$84.90	$212,250.00
Collection non compacted front end OCC containers	3300	$7.95	$26,235.00
TOTAL BID PRICE (EXCLUDING HST)			**$1,464,123.96**