

**THE CORPORATION OF THE TOWN OF LATCHFORD**

**BY-LAW NO. / 2018-19'**

**BEING a BY-LAW** to authorize the execution of the contract with ECO-LOGIX for the provision of a recycling collection program in the Town Of Latchford

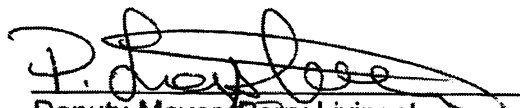
**WHEREAS** under Section 8 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

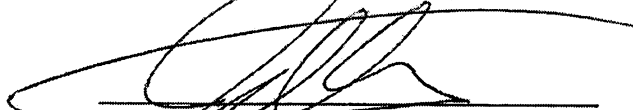
**AND WHEREAS** under Section 9. (1) (a) and (b) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues.

**NOW THEREFORE** the Council of the Corporation of the Town of Latchford enacts as follows:

"That the Mayor and Clerk be authorized to sign and seal the contract with ECO-LOGIX For the provision of a recycling collection program in The Town of Latchford attached hereto as Schedule 'A' and forming part of the By-law.

**READ a FIRST, SECOND AND THIRD TIME** and finally passed this 16<sup>th</sup> day of August 2018.

  
Deputy-Mayor, Perry Livingston

  
Clerk, Jaime Allen

**THE CORPORATION OF THE TOWN OF Latchford**

**CONTRACT DOCUMENTS**

**FOR**

**RECYCLING PROGRAM**

**CONTRACTOR:** ECO-LOGIX

**ADDRESS:** BOX 698, HAILEYBURY, ON P0J 1K0

**TELEPHONE:** 705-672-5798

**SIGNING OFFICER** BELINDA BEAIRSTO  
(Please Print)

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THE CORPORATION OF THE TOWN OF LATCHFORD

FORM OF AGREEMENT

THIS AGREEMENT made on the 1st day of September 2018  
BETWEEN

**THE CORPORATION OF THE TOWN OF LATCHFORD**  
(hereinafter called the "Town")

OF THE FIRST PART

- and -

**ECO-LOGIX**  
(hereinafter called the "Contractor")

OF THE SECOND PART

**WITNESSETH**

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

**ARTICLE 1: GENERAL DESCRIPTION OF WORK**

(a) A general description of the work is:

Implementation of a recycling program, including collection of paper, glass, plastics and cans; and marketing / disposing of the collected recyclable material.

(b) Collection shall be undertaken on a weekly basis.

- (c) The Contractor shall, except as otherwise specifically provided, at his or her own expense, provide all and every kind of labour, machinery, plant, structures, ways, materials, appliances, articles and things necessary for the due execution of all the work set out in this Contract and shall forthwith, according to the instruction of the Town, commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Town.

## **ARTICLE 2: RECYCLING COLLECTION PROGRAM**

The recycling collection program provided by the Contractor shall include the following:

- 1) Bi-weekly curb side pick-up carried out every Monday in conjunction with the present garbage pick-up;
- 2) One 18 gallon recycling bin per household at no cost to the resident;
- 3) Additional recycling bin if required at no cost to the resident and no additional cost to the Town;
- 4) Pick-up at the door for seriously handicapped residents incapable of getting the recycling bin to the curb;
- 5) Collection inclusive of paper, glass, plastics and cans (*see Article 8*);
- 6) Documentation and quarterly reports on waste diversion and system effectiveness;
- 7) Free beverage recycling containers and collection in public areas and parks; and
- 8) Profit sharing for any recycling from the Town sold by the Contractor; Contractor 50% and Town 50%.

## **ARTICLE 3: ECO-LOGIX BID**

The ECO-LOGIX bid attached hereto as Appendix 'A' shall form part of this agreement, to be considered as a form of reference for the Contractor and the Town.

## **ARTICLE 4: TENDERED PRICE**

The Town covenants with the Contractor that the Contractor having in all respects complied with the provisions of this Contract, will be paid for and in respect of all the work at the tendered price of **\$2.62 each household weekly** for the recycling collection program, as described in Article 2. The number of households at the time of the signing of this contract is **210**. The number of 210 shall not increase during the term of this contract. Should the number of households increase during the term of this contract, the payout will be adjusted accordingly.

## **ARTICLE 5: HOLIDAYS AND DAYS WITH INCLEMENT WEATHER**

When a Holiday affects the regular collection day, collection of materials will be rescheduled, usually one day later. Holidays for the purpose of this contract shall include:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

When inclement weather makes for the safe collection of recycling difficult, the Contractor will then notify the Town and commence the collection on the following day.

## **ARTICLE 6: CONTRACTOR REPRESENTATION**

The Contractor shall be responsible for, and shall give adequate attention to, the faithful prosecution and completion of the work and shall be represented thereof continually during its progress by a person authorized to act for, or on behalf of, the Contractor, and the Contractor shall notify the Town in writing of the names and positions of the person or persons so representing the Contractor.

## **ARTICLE 7: DRIVERS AND LABOURERS**

The Contractor will employ experienced, licensed drivers to operate the collection vehicles and will be subject to the provision of applicable traffic by-laws and the Highway Traffic Act.

The Contractor shall employ only orderly, courteous, competent and skilful staff to do the work. Whenever the Town shall inform him or her in writing that any staff person in the opinion of the Town is incompetent, unfaithful or disorderly, such person shall be disciplined accordingly.

## **ARTICLE 8: RECYCLABLE MATERIAL**

The material to be collected will include the following:

- |                          |   |
|--------------------------|---|
| a) Mixed Paper           | includes newspaper, inserts, junk mail, magazines, catalogues, phone books, writing and computer paper, glossy flyers, egg cartons, coloured paper, clean packaging paper and paperback books |
| b) Boxboard:             | cereal boxes, cardboard tubes and similar material flattened  |
| c) Corrugated Cardboard: | has a wavy corrugation in middle. Must be flattened before collection by the recycling collection vehicle. It includes brown paper and clean pizza boxes.                                     |

- |                             |  |
|-----------------------------|--|
| e) Aluminium Cans           | includes beverage and food cans                          |
| f) Glass, clear & coloured: | all food and beverage bottles and jars only              |
| g) P.E.T.:                  | containers designated with recycling symbol and #1 or #2 |
| h)                          | household electronics                                    |

**ARTICLE 9: DISPOSAL OF RECYCABLES**

The Contractor shall ensure that all recyclable material will be transported to a processing facility or marketed either personally or through a competent and licensed sub-contractor.

**ARTICLE 10: STANDARD PERFORMANCE**

All work to be performed under this Contract will be performed to the satisfaction of the Town and be carried out in accordance with the provisions and future amendments that may be approved during the term of the Contract.

**ARTICLE 11: DISPOSAL OF NON-PROCESSABLE MATERIALS COLLECTED**

It is anticipated that there will be some residue left from the recycling material collected in the recycling program which is not processable. It will be the Contractor's responsibility to dispose of this residue at his or her cost including tipping fees due on this residue.

**ARTICLE 12: BASIS OF PAYMENT**

An annual statement shall be submitted to the Town of Latchford on or before the 1st day of September of every year and due in the last day of September.

Within thirty (30) days of the receipt of the invoice, and upon their approval by the Town Council, the Town shall make payment to the Contractor.

**ARTICLE 13: PRICE ADJUSTMENT**

The prices for work done under this contract will be negotiated each year after the completion of this 2 year contract.

Currently the Town has a total of 193 residential units (single family dwellings and multiple unit dwellings) based on statistics from Municipal Property Assessment. Adjustments to the number of residential units will be made on an annual basis starting in April of the second year of the contract. The adjustment period will run from April 1<sup>st</sup> of the first year to March 31<sup>st</sup> of the following year. Adjustments will be based on official residential building

permits (including single family dwellings and multiple unit dwellings) and associated garbage pick up. The adjusted unit count will apply not be retroactive.

#### **ARTICLE 14: PROGRAM COSTS AND REVENUES**

The Contractor will be responsible for maintaining accurate records of all expenditures and revenues. The Contractor agrees to provide relevant documentation to assist the Town of Latchford, for the obtaining of grants for payment.

#### **ARTICLE 15: ASSIGNMENT**

The Contractor shall not assign this Contract without the consent in writing of the Town of Latchford.

#### **ARTICLE 16: PROMOTION AND EDUCATION PROGRAM**

The Town will produce and administer an advertising and educational program in conjunction with the Contractor.

#### **ARTICLE 17: INSURANCE**

The Contractor shall provide at all times the following insurance with issuers satisfactory to the Town in the amounts not less than those stated below.

- a) Automobile public liability and property damage insurance, in respect of both owned and non-owned automobile vehicles with coverage in an amount of not less than \$5,000,000.00 in any one claim.
- b) The Contractor shall take out and keep in force until the date of expiry of the Contract, a comprehensive policy of public liability and property damage insurance acceptable to the Town providing insurance coverage in respect to any one claim to the limit of at least \$5,000,000.00 exclusive of interest and cost, against loss or damage resulting from bodily injury to, or death of, one or more persons and loss of, or damage to property.

The Contractor, together with his or her insurance company is required to notify the Town of any changes (in writing) or termination of the above-noted insurance. Said notification is required at least 30 days prior to that event. The Contractor shall ensure that the Town is provided with a certified copy of a new policy forthwith.

Since the Contractor is required under the conditions of this Contract to enter onto private property for recyclable collection from commercial establishments or multiple unit dwellings, he or she shall provide insurance equal to those limits shown above and of such nature to cover any claims resulting from his or her actions on those private properties.



## **ARTICLE 18: CONTRACTOR'S RESPONSIBILITY FOR DAMAGES**

The Contractor, his or her agents and all workers and persons employed by him or her, or under his or her control including subcontractors, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work. The Contractor shall be solely responsible for all damages by whomsoever claimable in respect of any injury to persons or to lands, buildings, structures, fences, livestock, trees, crops, roads, ways, ditches, drains, watercourses, whether natural or artificial, or property of whatever description and in respect of any infringement or any right, privilege or easement whatsoever occasioned in the carrying on of the work or any part thereof, or by any neglect, of any of his or her agents, workers, or persons employed by him or her or under his or her control including subcontractors.

The Contractor shall bear the full cost thereof and shall at his or her own expense, make such temporary provisions as may be necessary to ensure the avoidance of any such damage, injury or infringement and to prevent the interruption of, or danger or menace to any public or private road and to secure to all persons and Corporations the uninterrupted enjoyment of all their rights, in and during the performance of the work.

The Contractor shall indemnify and save harmless the Town from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributed to any such damage, injury or infringement.

Notwithstanding the indemnity provision contained in these documents where, in the opinion of the Town, the Contractor has failed to rectify any damage, injury or infringement or has failed to adequately compensate any persons for any damage, injury or infringement for which the Contractor is responsible under this Contract, the Town following notice in writing to the Contractor of its intention so to do, may withhold payment of monies due to the Contractor under this or any other contract until the Contractor has rectified such damage, injury or infringement or has paid adequate compensation for such damage, injury or infringement provided. However, the Town will not withhold such monies where there is a reasonable disagreement with respect to the rights of the party affected and the Contractor has given such person a reasonable time in which to take court action to establish the validity of the claim.

## **ARTICLE 19: LEGISLATION COMPLIANCE**

All work under this Contract shall be performed in a manner satisfactory to the Timiskaming Health Unit and the Ministry of the Environment, and carried out promptly, neatly, carefully, thoroughly, and efficiently and shall comply in all respects with the provisions, conditions and terms of this Contract.

The Contractor's attention is drawn to the conditions and requirements within the Environmental Protection Act

All collection of recyclables shall meet required Ministry of Labour regulations.

The Contractor shall ensure that all vehicles operated to carry out the requirements of this contract meet the maintenance and performance standards specified in Ministry of Transportation Regulation - 86/89.

The Contractor is directed to his or her responsibilities under the Occupational Health and Safety Act and all regulations therein.

#### **ARTICLE 20: HAZARDOUS OR SIMILAR MATERIALS**

The Contractor is not required to collect or haul any hazardous materials.

Any hazardous materials found in the recycling box will be left behind in the recycling box. The contractor shall apply a sticker to the material.

#### **ARTICLE 21: CONTACT INFORMATION**

Contact information for the Town and the Contractor is as follows:

The Town

The Corporation of the Town of Latchford  
10 Main St. Box 10  
Latchford ON  
P0J1N0

Telephone (705) 676-2416

The Contractor

Belinda Beairsto  
Box 698 Haileybury, ON P0J 1k0

Telephone (705) 672-5798

Telephone (705) 647-2322

#### **ARTICLE 22: CONTRACTOR ACCEPTANCE OF WORK**

The Contractor declares that in tendering for the works and in entering into this Contract he or she has either investigated for himself/herself the character of the work and all local conditions that might affect his or her tender or his or her acceptance of the work, or that not having so investigated, he or she is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfil, than was contemplated or known when the tender was made or the Contract signed. The Contractor also declares that he or she did not rely upon information furnished by any methods whatsoever, by the Town or its officers or employees, being aware that any information from such sources was and is approximate and speculative only and was not in any manner warranted or guaranteed by the Town.

**ARTICLE 23: TERM OF THE CONTRACT**

This Contract shall be a two year contract, commencing on September 1<sup>st</sup> 2018 and expiring on August 31<sup>st</sup> 2020.

This Contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and authorized assigns and each of them.

**ARTICLE 24: EARLY TERMINATION**

- a) The Town shall have the exclusive option of terminating this agreement at any time by reason of:
  - (i) any fraud or dishonesty of any officer, employee, agent, servant or shareholder of the Contractor; or
  - (ii) any substantial breach of this agreement by the Contractor that continues unheeded after the expiry of seven (7) days from the receipt of written notice from the Town of.
- b) The Town shall have the option of terminating this agreement at any time upon giving the Contractor a minimum of six (6) months written notice of the exercise of this option to terminate.
- c) The Contractor shall have the option of terminating this agreement at any time upon giving the Town of Latchford a minimum of six (6) months written notice of the exercise of this option to terminate.

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

<p><u><i>[Signature]</i></u>                  Witness as to signature of Contractor</p> <p><u>3 CHAPUT DRIVE</u></p> <p><u>LATCHFORD, ONTARIO</u>                  Address</p> <p><u><i>Town Councilor</i></u>                  Occupation</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p><u><i>[Signature]</i></u>                  Contractor</p> <p><b>THE CORPORATION OF THE TOWN OF Latchford</b></p> <p><u><i>[Signature]</i></u>                  Mayor, George Lefebvre</p> <p><u><i>[Signature]</i></u>                  Clerk, Jaime Allen</p>
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