

Schedule "A" of By-Law No. 2800

Waste Disposal Contract for the Township of Augusta

Introduction

This contract is an agreement between Fast Eddie's Auto Recycling/Container Service (The Contractor) and the Township of Augusta (The Township) for managing the disposal of waste generated in the Township of Augusta. The responsibility of the contractor will be to operate the sites, disposal of the waste and of the recyclables.

Description of services

The service required is to operator both sites, the recycling and waste transfer depot in Maynard and the landfill and recycling depot in North Augusta. It is the responsibility of the contractor to supply the necessary personnel and equipment required to operate the sites to the same quality of service that was given by the Township before this agreement. The contractor will be responsible to manage the sites within the perimeter imposed by the Certificate of Approval of both sites and the waste disposal by-law 2789. The responsibilities of the contractor and the Township of Augusta are described in appendix A, along with the winter maintenance schedule. The waste by-law and attachments are in appendix B. Appendix C, Agreement to Lease Equipment, also forms part of this agreement.

Duration of Contract

The duration of this contract will be 24 months and the starting date will be January 1, 2010.

This contract can be terminated by either party upon 120 days written notice to the other party.

Contract Price

The Township agrees to pay the Contractor a monthly fee of \$14,583.33 for the operation of this contract. Contractor also retains revenue collected from the sale of recycling material and tipping fees collected.

Holidays

The sites will be closed New Years Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanks Giving Day, Christmas Day, Boxing Day and Civic Holiday in August.

Amnesty Days

During the year the contractor will host 2 amnesty days one in the spring and one in the fall. The Township will determine the dates for these amnesty days and will notify the contractor at least three weeks in advance. The Township will be responsible for advertising these amnesty days.

Excusable Delay

Neither party will be held liable for delays, or failure to perform hereunder, due in whole or in part to:

- Causes beyond their reasonable control
- Strike, riot, fire, flood, storm, sabotage, act of God, or any government authority.
- Inability due to a cause beyond its reasonable control to obtain necessary or proper labour, material, services or facilities, provided that the prompt notice of such delay or failure is given to the other party, and all reasonable efforts are made to remedy the cause of such delay or failure to perform.

Contractors Indemnity

The Contractor will indemnify and hold the Township of Augusta harmless for any and all claims and expenses for damages to property, or for bodily injury both arising out of the performance of the obligation under this agreement where such damages or injury is attributable to the negligence of or breach of this agreement by the Contractor.

Contractor Warrantees

The Contractor warrants that he will:

- Perform the services in good and proper fashion,
- Obtain and maintain all required licenses, permits, and approvals to perform the service,
- Perform the service in full compliance with all related laws, By-Laws and regulations.

Insurance

The Contractor will provide The Township with:

- Proof of General Liability Insurance (bodily injury and property damage) in the amount of two Million dollars (\$2,000,000.00)
- Proof of Motor Vehicle Insurance with liability coverage in the amount of two Million dollars (\$2,000,000.00)
- WSIB certificates.

Supervisor/Attendant

References to By-Law Number 2789, section 1.13 and throughout that By-Law, referring to "supervisor/attendant" shall mean the contractor.

Governing Law

The provision of this agreement will be governed by and in accordance with the laws of the Province of Ontario.

Entire Agreement

This agreement, including the schedule hereto, constitutes the entire agreement between the parties hereto and cancels and supersedes all prior undertakings and agreements with respect to the subject matter hereto. There are not and will not be any verbal representations, warranties, undertakings or agreements between the parties hereto and this agreement may not be amended or modified in any respect except by written instrument signed by the parties hereto.

Successors and Assigns

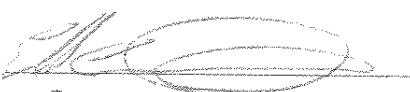
This agreement and the rights and obligations herein contained will ensure to the benefit of and are binding upon the parties hereto and their respective successors and assigns, but will not be assignable by either of the parties without the written consent of the other party.

Severability

The invalidity, in whole or on part, of any section or paragraph of this agreement will not affect the validity of the remainder of such section or paragraph, or of the balance of this agreement.


IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Fast Eddie's Auto Recycling/Container Service

Per 
Owner

Dated Dec 23/09

The Corporation of the Township of Augusta

Per 
Reeve

Per 
CAO

Dated Dec 23/09

Dated Dec 22/09

Appendix A

Waste Disposal Contract

Responsibility of the Contractor

- Supply all labour to run Maynard recycling/waste transfer station and North Augusta landfill/recycling sites.
- Accept all Township waste as per current By-Law.
- Supply all containers for recyclables and household waste as required.
- Maintain a clean site.
- Insure all users of these sites are residents of the Township.
- Spread, grind and compact waste on the landfill site.
- Transport waste from Maynard to North Augusta landfill site.
- Transport waste to an alternate site if required. Tipping fees to be the responsibility of the Township.
- All equipment required will be supplied by contractor unless agreed with Township.
- Maintain hours of operation for both sites as stipulated in appendix C.
- Grind branches and construction material.
- Supply compactor of equivalent or better capacity then currently existing for the landfill.
- Dispose of recyclables at contractor's option, other than in the landfill site.
- Weigh each class of recyclables and record this data for reporting quarterly to the Township.
- Cover landfill as required in Certificate of Approval.
- Collect and dispose of paint and oils as authorized under Township existing license. Disposal costs to be the responsibility of the Township.
- All hauling and moving of equipment is the responsibility of the contractor.
- Sites are to be locked and secured at all times when there is no contractor staff present.
- Maintenance of buildings and equipment owned by the Township excluding responsibility for repairs or replacement of a capital nature.
- Monitor elevation of the landfill site, for final contour, with assistance of Township Environmental Manager.
- Remove snow and apply proper sand and salt mix, as outlined in appendix C.
- Monthly reports to be given to the Township Environmental Manager.
- Dispose of glass at the landfill site as instructed by the Township Environmental Manager, unless the contractor wishes to dispose of this material off site at no extra cost to the Township.
- Monitor and clean up paper and other material that may be on site.
- Clean adjacent property when required as directed by the Township Environmental Manager.
- Maintain proper fencing to prevent blow off. Fencing to be supplied by Township.
- Dispose of tires off site at contractors expenses.
- Amnesty day to be managed by contractor as per existing practice (2 days per year).
- Collect the required fees for disposal of waste, issue receipts to residents for all payments received.
- All Materials going into the North Augusta landfill site will be processed through a grinder. Designated materials will be used as cover to achieve increased life span of this site. If additional material is required for coverage, the Township will supply and deliver sand to the site.

Responsibility of the Township of Augusta

- Obtain and maintain the Certificate of Approval from MOE, conduct all necessary environmental monitoring and reporting annually or more often as required and will implement all required leachate control mechanisms at the Townships expense.
- Supply gravel required for roadways and dumping areas to keep site safe.
- Grade roadways at the sites as required.
- Supply sand mixed with salt for winter maintenance.
- Monitor, with assistance of the contractor, the elevation of the landfill site to ensure compliance with Certificate of Approval.
- Ensure compliance with Township waste disposal by-law.
- Monitor activities at the site periodically.
- Address complaints reported by the public and discuss with contractor as required.

Winter Maintenance Schedule

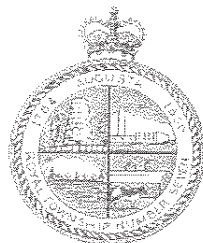
The contractor will clean the snow from the sites and spread sand if required before the opening of the gates at Maynard recycling depot and North Augusta Landfill as stipulated in the hours of operation schedule.

The snow will have to be removed if the accumulation exceeds 50 mm and the sand mix is required at any time that there will be ice build up on the site or at any area that is slippery due to snow or ice.

The contractor will supply staff and equipment to apply sand and clean the snow from the areas used by the public and other areas used for the operation of the sites.

The Township of Augusta staff will bring and stockpile salt/sand mixture to both sites as required.

Appendix B
Waste Disposal Contract



CORPORATION OF THE TOWNSHIP OF AUGUSTA
BY-LAW NUMBER 2789

**A BY-LAW TO CONTINUE THE ESTABLISHMENT AND MAINTENANCE OF AND TO REGULATE
A SYSTEM FOR THE DISPOSAL OF MUNICIPAL WASTE AND TO PROVIDE FOR THE
ESTABLISHMENT OF POLICIES, REGULATIONS AND FEES FOR THE DISPOSAL OF
MUNICIPAL WASTE, GARBAGE AND RECYCLABLES**

WHEREAS the Municipal Act, 2001, SO 2001 Chapter 25 as amended section 11(1) 3 authorizes the council of a local municipality to pass By Laws to establish, maintain and operate a waste management system;

AND WHEREAS section 11(1) 3 of the Act authorizes the council of a local municipality to pass By-Laws to prohibit or regulate the use of any part of a waste management system and to establish fees to the use of any part of the waste management system;

AND WHEREAS the Council of the Corporation of the Township of Augusta deems it expedient to continue the establishment of and to maintain and regulate a system for the disposal of waste within the municipality and to establish procedures, regulations, policies and fees for the disposal of waste and the recycling of waste materials;

NOW THEREFORE the Council of the Corporation of the Township of Augusta does enact as follows that:

1. DEFINITIONS:

- 1.1 'Clean brush' means trimmings from trees up to 4", with no other wood products.
- 1.2 'Commercial Hauler' means a person engaged in the collection, transporting, or disposing of waste materials for profit.

Note: Bagged or loose garbage will fall under schedule B, section 2.3 for commercial hauler.

- 1.3 'Commercial' shall mean premises used for commerce which is defined as the buying and selling of goods and services and entertainment together with accessory buildings incidental thereto, which shall also include property zoned commercial under the township's zoning By-law.

- 1.4 'Construction waste' means **non-hazardous** waste, refuse, and litter generated from and incidental to lawful construction activities and shall include such items as bricks, scrap lumber and **non-treated wood products**, asphalt shingles and drywall.
- 1.5 'Council' means the Council of the Corporation of the Township of Augusta.
- 1.6 'Electronic waste' means any electronic equipment such as computer related hardware, radio equipment, television equipment etc.
- 1.7 'Hazardous waste' means waste and materials as may be defined from time to time by the Ministry of Environment under the Certificate of Approval or as defined by the Ministry of Environment from time to time.
- 1.8 'Industrial waste' means waste materials from any one or more industrial or manufacturing processes, or waste from any property assessed for industrial or manufacturing uses.
- 1.9 'Landfill' site means the area under a Certificate of Approval issued by the Ministry of the Environment.
- 1.10 'Mixed brush and wood' means a combination of brush and other wood products.
- 1.11 'Official' means any officer, servant or employee of the Corporation of the Township of Augusta and shall include the following:
 - i) The duly appointed landfill Supervisor/ Attendant(s)
 - ii) The Manager of Public Works
- 1.12 'PET' means Polyethylen Terephthalate, which is a plastic resin and a form of polyester. Polyethylen Terephthalate is a polymer that is formed by combining two monomers called modified ethylene glycol and purified terephthalic acid. PET is the type of plastic labelled with the #1 code on or near the bottom of bottles and containers and is commonly used to package soft drinks, water, juice, peanut butter, salad dressings and oil, cosmetics and household cleaners.
- 1.13 'Supervisor' means the person or attendant who shall have control and supervision of the operation of the site.
- 1.14 'Person' means any human being, association, firm, corporation, partnership, agent or trustee and their heirs, assigns or successors to whom a contract may apply under law.
- 1.15 'Recyclable waste' means those materials which are accepted by the Township and its Recycling Contractor for reuse through a depot or future curb side system.
- 1.16 'Resident' shall mean those residing within the municipal boundaries of the Township of Augusta either on a full time or seasonal / part time basis.
- 1.17 'Township' means the Corporation of the Township of Augusta.
- 1.18 'Tire' means any tire from a vehicle or device that moves on wheels and is made of rubber or a synthetic of the same nature.
- 1.19 'Waste' means garbage, refuse and other waste materials generated from domestic household sources and similar uses approved for disposal by the Ministry of Environment and the Township at the Landfill site and shall for the purposes of this definition include commercial/residential waste, but shall **not include hazardous waste**.
- 1.20 'White goods' means appliances normally made of metal of any colour.

2. SCOPE:

- 2.1 The provisions of this By-Law shall apply to all persons, lands, structures and uses within the boundaries of the Township of Augusta.

3. OPERATIONS:

- 3.1 No person shall deposit bagged waste weighing more than 18.143696 kg (40 lbs) **and all bags must be transparent effective May 1, 2009.**

- 3.2 Every person shall deposit recyclable materials into each of the appropriate recycling containers. (See schedule "B" section 1.2 for recyclable materials accepted).

Please Note: Certain materials are accepted only in Maynard and others only in North Augusta, as posted in the flyers and on site.

- 3.3 No person shall scavenge household waste within the site.
- 3.4 Every person upon request from the Supervisor/Attendant shall produce personal identification and allow the Supervisor/ Attendant to check all loads. The source of the waste and recyclables shall be disclosed upon request. The Supervisor/ Attendant will direct them to the appropriate location for deposit at the site. The Supervisor/ Attendant's decision shall be considered final as to allowing any material deposited at the site in accordance with this By-Law and the policies of the Township.
- 3.5 Every person will suitably wrap or place garbage in containers and all papers shall be wrapped or tied in a manner to prevent scattering while transporting to the site and before being deposited in the site.
- 3.6 Every person shall convey material to the site in secure manner as to not allow wind or elements to cause materials to leave or fall from the vehicle transporting it.
- 3.7 The site shall be fenced and a gate or gates shall be maintained in conjunction with the fence to control the entrance or admission to the site area and other security measures shall be adopted from time to time by the Township to improve the site operation.
- 3.8 Signs will be posted indicating the ownership of the site, who may use the site, the hours of operation and the fee schedules.
- 3.9 Signs shall be posted directing users to the appropriate area for the disposal of clean garden refuse and domestic garbage, composting material, chipping material and recycling material
- 3.10 The hours of operation shall be as set out in Schedule 'A' to this By-Law.
- 3.11 The fees shall be as set out in Schedule 'B' to this By-Law.
- 3.12 No person shall access the site other than at those times when the site is open and/or under the control of an official.
- 3.13 No person shall deposit waste or refuse at or near a gate or fence enclosing the site either inside or outside at any time.
- 3.14 Brush shall be burned or chipped by the Township of Augusta and may be used for composting and/or cover material
- 3.15 The sites shall be for the sole and exclusive use of residents and tax payers of the Township of Augusta AND use of the site by another person, party or company is expressly

forbidden AND this shall apply to non-resident taxpayers save and except seasonal dwellers, while the seasonal dwelling is occupied and for garbage generated in Augusta.

4. ENFORCEMENT

- 4.1 Any person, party or corporation who contravenes this agreement or any section thereof is guilty of an offence and upon conviction for such an offence shall be subject to a fine as set out in the Municipal Act as amended, or any other municipal or provincial legislation, exclusive of costs for each and every offence and such fines shall be recoverable under the Provincial Offences Act.

5. VALIDITY OF BY-LAW

- 5.1 If a court of competent jurisdiction declares any provision, or part of a provision of this By-Law to be invalid, or to be of no force and effect, it is the intention of the Council in enacting this By-Law, that each and every other provision of this By-Law authorized by law, be applied and enforced in accordance with its terms to the extent possible according to law.

6. REPEAL

- 6.1 By-Law 2758 is hereby repealed in its entirety.

READ a first and second time this 14th day of September, 2009.

READ a third time and passed this 14th day of September, 2009.

REEVE

CLERK

CORPORATION OF THE TOWNSHIP OF AUGUSTA
SCHEDULE 'A'
By-Law No. 2789

Maynard Transfer Station

Hours of Operation:

| | |
|-----------------|---------------------------|
| MONDAY – FRIDAY | 9:00 a.m. until 5:00 p.m. |
| SATURDAY | 8:00 a.m. until 4:00 p.m. |
| SUNDAY | CLOSED |

North Augusta Waste Disposal Site

Hours of Operation:

| | |
|-----------|---------------------------|
| MONDAY | CLOSED |
| TUESDAY | 9:00 a.m. until 5:00 p.m. |
| WEDNESDAY | CLOSED |
| THURSDAY | 9:00 a.m. until 5:00 p.m. |
| FRIDAY | CLOSED |
| SATURDAY | 8:00 a.m. until 4:00 p.m. |
| SUNDAY | CLOSED |

Both sites will be closed on statutory holidays as designated by the Township of Augusta.

TRAILER FEE SCHEDULE

| | SIDE WALLS UP TO 18" | SIDE WALLS OVER 18" |
|------------|----------------------|---------------------|
| 6' TRAILER | \$ 10.00 | \$ 20.00 |
| 8' | \$ 15.00 | \$ 30.00 |
| 10' | \$ 40.00 | \$ 80.00 |
| 12' | \$ 60.00 | \$120.00 |
| 16' | \$ 100.00 | \$200.00 |
| 20' + | \$ 250.00 | \$500.00 |

TRAILER FEE SCHEDULE

For Shingles and Agricultural Wrap

| | SIDE WALLS UP TO 18" | SIDE WALLS OVER 18" |
|------------|----------------------|---------------------|
| 6' TRAILER | \$ 50.00 | \$ 100.00 |
| 8' | \$ 75.00 | \$ 150.00 |
| 10' | \$ 100.00 | \$ 200.00 |
| 12' | \$ 125.00 | \$ 250.00 |
| 16' | \$ 225.00 | \$ 450.00 |
| 20' + | \$ 500.00 | \$1000.00 |

Appendix C

Township of Augusta Agreement to Lease Equipment to Fast Eddie's Auto Recycling/Container Service

1. Fast Eddie's Auto Recycling/Container Service (The Contractor), hereby agrees to lease the following equipment at the following rates from the Township of Augusta:
 - a. The Solid Waste Compactor located at our Maynard waste transfer station, at a monthly lease payment of \$200.00
 - b. The CAT compactor located at the North Augusta waste disposal site, at a monthly lease payment of \$1,000.00
2. The Contractor agrees to maintain and repair both pieces of equipment to the full requirements of a certified third party of the Township's choice.
3. It is agreed that both pieces of equipment will be inspected and evaluated before this agreement starts and the Contractor agrees that the equipment will be returned in the same condition at the end of this lease, and inspected by the same party.
4. Lease payments are due the 1st day of each month.
5. This lease can be terminated by either party upon 120 days written notice to the other party
6. The Contractor covenants that this equipment shall be located and used at the place designated herein and shall not be removed from that site without the prior written consent of the Township.
7. All maintenance and repair work on the equipment shall be carried out by properly qualified employees of the Contractor or by outside firms approved by the Township.
8. The Contractor shall bear the entire risk of loss or destruction of or damage to the Equipment from any cause whatsoever until its return to the Township at the expiry of the term of this agreement.
9. The Contractor agrees to indemnify the Township against all actions, claims and demands by reason of any loss, expenses, injury, damage, liability or costs suffered by any person from the equipment or by reason of the possession and use thereof.
10. The Contractor agrees to provide proof of public liability insurance in the amount of at least \$2,000,000 and will add the Township as an additional named insured on this policy.
11. The equipment shall at all times remain the property of the Township.