

THIS AGREEMENT made this 21st day of June, 2016

BETWEEN

RIDGE ROAD WASTE MANAGEMENT LIMITED, a body corporate incorporated under the laws of the Province of Nova Scotia, with head office and chief place of business at Oak Park, Shelburne County, Nova Scotia;

(hereinafter called the "Contractor")

OF THE ONE PART

- and -

THE MUNICIPALITY OF THE DISTRICT OF BARRINGTON, a body corporate incorporated under the laws of the Province of Nova Scotia; with head office and chief place of business at Barrington, Shelburne County, Nova Scotia;

(hereinafter called "The Municipality")

OF THE OTHER PART

WITNESSETH that in consideration of the mutual terms and conditions hereinafter contained, the parties hereto do hereby mutually covenant and agree with the other as follows:

1. **GENERAL**

- 1.1 The Contractor shall provide all labour, equipment, materials and incidentals necessary to provide collection and transportation of source separated solid waste from the residential and industrial, commercial and institutional sectors in the Municipality of the District of Barrington on the following terms and conditions.
- 1.2 Collection and transportation is divided into three streams consisting of recyclable, organic and residual waste as well as bulky items waste.
- 1.3 The Municipality of Barrington is the *Lobster Capital of Canada*, and lobster fishing is important to the economy of the area, therefore the Municipality provides in its solid waste collection that two (2) green carts of lobster waste will be collected weekly only from lobster processing facilities as part of the municipal solid waste collection. The two (2) green carts of lobster waste will be accepted, with bands on, as long as they are acceptable at the compost facilities where they are disposed of in this manner. Should the facilities change their requirements, then the requirements under this agreement will change accordingly. A maximum of two (2) green carts of lobster waste will only be collected at lobster processing facilities, and not at any other residence or industrial,

commercial or institutional businesses in the Municipality except as within regular organic waste collection allowances.

2. COLLECTION

- 2.1 All dwellings in the Municipality are permitted to place a combination of five (5) bags of residual and/or recyclable waste, not weighing more than 15 kilograms each, at curbside for collection every week.

All dwellings in the Municipality are permitted to place one (1) green cart, kitchen bin, plastic bucket or paper bag of organic waste at curbside for collection every week.

- 2.2 All commercial, industrial and institutional establishments in the Municipality are permitted to place a combination of twelve (12) bags of residual and/or recyclable waste, not weighing more than 15 kilograms each, at curbside for collection every week.

All commercial, industrial and institutional establishments in the Municipality are permitted to place two (2) green carts, kitchen bins, plastic bucket or paper bag of organic waste at curbside for collection every week.

- 2.3 The Collector shall provide bulky item waste collection service to all dwellings and commercial, industrial and institutional establishments within the Municipality on a weekly basis at the same time as the municipal waste collection. Bulky item waste shall include but not be limited to refrigerators, stoves, washing machines, furniture, mattresses, rugs, etc. Bulky item waste shall be collected along with municipal solid waste on a daily basis. Metal items including refrigerators, stoves and washing machines shall be deposited at the Municipal Construction and Demolition Debris Landfill Site, on Highway 103, in Barrington. The remaining bulky item waste including furniture, mattresses, rugs, etc. shall be transported together with the municipal solid waste to the Queens Landfill Site, or other site to be determined by the Chief Administrative Officer. The cost of collection and transportation of bulky item waste shall be born by the Collector.

Bulky item waste is to be collected on the same day it is placed at roadside during the regular weekly collection.

- 2.4 Collection shall be done within the hours of 7:00 a.m. and 5:00 p.m. weekdays.
- 2.5 Without limiting collection obligations and restrictions described elsewhere in this Agreement or the By-law, collection shall be at roadside on all public and designated private roads and highways for every residential, commercial, industrial and institutional use property, including seasonally occupied premises, as well as for premises on private roads who deposit their waste and recyclables at the roadside edge of the adjacent public road.

- 2.6 Collection shall include removal of waste and recyclables from bins placed at roadside by residents and businesses.
- 2.7 In the Barrington Passage Business District from The Courtyard to Causeway Interiors, including the Causeway shopping areas, local businesses will not be required to place waste at the curbside for collection. Curbside collection in this area causes unnecessary traffic delays and congestion that is best avoided by having the collection take place at a location agreed to by the business owner and the collector on the property of the business. The CAO shall have authority to designate a reasonable collection point on the business owner's property unless or until the business owner and collector are able to agree to a preferred alternative. There will be no extra charge by the collector for this service to the businesses in the area.
- 2.8 Municipal waste collection shall only be provided on provincially and municipally owned and maintained roads (government plowed roads) and private roads that, in the sole discretion of the Municipality:
- (a) are wide enough and have adequate turning area for the collection vehicles, and
 - (b) are maintained and plowed adequately to permit travel by collection vehicles.
- 2.9 Collection shall be done according to a regular schedule that shall be advertised within the Municipality by the contractor at their expense.

During inclement weather and during equipment breakdown collection routes must be completed that day, whenever possible.

Unexpected collection delays or alterations to the regular municipal collection schedule are permissible only where the collector has no practicable alternative and must be reported to the Municipal Office immediately and advertised on the radio by and at the expense of the collector, if deemed necessary by the Chief Administrative Officer.

All other changes in the collection schedule initiated by the Collector for any reason must be advertised in the local newspaper and on the local radio station at least one week in advance, at the collector's expense. All changes in the schedule must receive prior written approval from the Chief Administrative Officer.

- 2.10 Recyclables are collected in clear or blue plastic bags and residual waste is collected in clear colored bags or opaque/colored plastic bags. Organics are collected in plastic green carts, plastic kitchen bins or plastic buckets and paper bags.

Recyclable materials also include newspaper and cardboard. These items can be put in a recycle bag or flattened and bundled separately. A bundle of paper or cardboard equals one recyclable bag.

Recyclable wastes are those materials accepted by the materials processing facility and are listed in Appendix "A".

- 2.11 Organic wastes are those compostable materials accepted by the materials processing facility and are listed in Appendix "B".
- 2.12 Materials may be added or deleted from these lists from time to time as determined by the Chief Administrative Officer.
- 2.13 Collection shall take place on both sides of the roadway.

3. **SPRING AND FALL CLEAN-UP**

- 3.1 Annual Spring and Fall clean-ups shall be provided each year during which waste which is not normally collected weekly and bulky item waste will be collected and transported to approved sites.
- 3.2 The list of waste to be included in these clean-ups is attached as Appendix "C". All clean-up waste placed at roadside during Spring and Fall clean-ups is to be collected regardless of whether or not it is listed in Appendix "C" with the only exception being hazardous waste. Materials may be added or deleted from these lists from time to time as determined by the Chief Administrative Officer.
- 3.3 The Collector shall advertise the dates of these collections at least twice in the local newspaper prior to the collections. The Collector shall also advertise these collections on the local radio station during the two weeks prior to both the Spring and Fall clean-ups. Advertising must be approved by the Chief Administrative Officer prior to issuance. The dates of the clean-ups will be determined by the agreement of the Collector and the Municipality and shall normally be during the months of April and October each year.
- 3.4 Mixed waste collected as part of the Spring and Fall clean-ups must be transported to the Queens Landfill by the collector at the Collector's expense. This will not include bulky waste or mixed waste from the regular daily waste collection.
- 3.5 Bulky waste items collected during the Spring and Fall clean-ups must be transported to the Queen's Landfill by the Collector at the Collector's expense.

This waste will be transported to the Queen's Landfill by the Collector at the Collector's expense, not later than the Friday following the week of collection.
- 3.6 Appliances and other metals may be deposited by the Collector in the metal pile at the C & D Landfill when brought there providing it is metal only.
- 3.7 **Wood** that has been separated by the Collector may also be deposited at the C & D Landfill in the wood pile also providing it is wood only.

- 3.8 Construction and demolition materials will be collected in the Spring and Fall clean-ups.
- 3.9 Wood and metals must be separated by the Collector as much as possible during the Spring and Fall clean-ups.
- 3.10 Electronics collected by the Collector during Spring and Fall clean-ups must be deposited at the Enviro Depot located at 400 Oak Park Road.
- 3.11 Any materials rejected during the Spring and Fall clean-ups must have a rejection sticker attached stating clearly the reasons for rejection. Waste is not to be rejected because the quantity is too much.
- 3.12 The Collector will pay all advertising costs for the Spring and Fall clean-ups and have the ads approved by the Chief Administrative Officer prior to publishing.

4. TRANSPORTATION

- 4.1 Recyclable, organic and residual waste will be transported daily to the Queens Landfill Site at the expense of the Collector.
- 4.2 Destinations for transportation of waste materials may be changed by the Municipality from time to time in their sole discretion including waste materials transported to the Municipal C & D Site.
- 4.3 Any additional cost of transportation to an alternative disposal site (if determined necessary by the Municipality) shall be paid to the Collector by the Municipality. The cost of transportation in addition to the distance to the Queen's Landfill Site shall be paid at the "per kilometre rate" included in this agreement. For purposes of this calculation the "per kilometre rate" is \$2.00 per kilometre, plus H.S.T. The Municipality will pay additional transportation costs based on the "per kilometre rate" times the additional distance to any alternative disposal site as determined by and in the sole discretion of the Chief Administrative Officer.

5. VEHICLES, EQUIPMENT AND SAFETY

- 5.1 Collection of organic waste and residual waste shall be done in a "compactor" truck. All collection vehicles shall be equipped with rotating amber warning lights located so as to be visible from both directions. These lights shall be operating at all times during the collection and transportation of waste.
- 5.2 The Collector shall have Workers' Compensation coverage in place at all times during the term of the collection contract and shall provide to the Municipality proof of

satisfactory coverage prior to commencing the contract and prior to the start of every year of the contract.

Traffic safety vests shall be worn by all collection personnel including all drivers of vehicles during the collection and transportation of waste.

- 5.3 All collection and transportation vehicles shall be loaded to avoid the spillage of the contents of the vehicle and shall be reasonably equipped and supplied for safe and effective cleanup of any spills as they occur. Collection personnel shall immediately clean up any materials which fall from the collection vehicle or which is spilled during the collection or transportation process. All collection vehicles shall be equipped with clean up tools such as brooms, rakes, shovels, etc.
- 5.4 Liquid or moisture shall not be permitted to drain or leak from collection vehicles.
- 5.5 All collection vehicles shall be washed and cleaned and deodorized weekly. The contractor is to indicate the method of washing to be used.
- 5.6 All collection and transportation vehicles shall be clearly identified as belonging to the contractor and shall include the business telephone number of the contractor clearly displayed on each side of the vehicle.
- 5.7 All collection vehicles shall be equipped with operating cellular phones so that communication is maintained at all times during the collection and transportation process.
- 5.8 All collection vehicles shall be maintained in good working order so that no leakage of motor or transmission fluids or emission of excessive exhaust fumes is apparent.
- 5.9 Without limiting any other provisions of this Agreement, the Contractor agrees and is solely responsible, at its own expense, to supply, maintain and equip all employees, vehicles and equipment reasonably necessary to safe and efficient performance of its obligations under this Agreement, and in condition fit and suitable for such purposes. Without limiting the foregoing, the contractor is responsible to conduct such inspection and maintenance as reasonably required to ensure that all vehicles and equipment used are in fit condition for safe use and operation on and near public roadways and that all employees are properly and adequately equipped, skilled and trained for the foreseeable duties and demands of their work, including but not only in matters of personal, public and environmental health and safety.

6. MONITORING

- 6.1 The Collector shall monitor the recyclables, organics and residual waste being collected to ensure that:
 - (a) bags of recyclables contain only those materials listed in Appendix "A".

- (b) organics contain only those materials listed in Appendix "B", and
- (c) residual waste contains all other household wastes except household hazardous waste, construction and demolition wastes and other wastes banned from landfills by the Province of Nova Scotia.

6.2 The Collector shall place "rejection stickers" on any waste not collected. The "rejection sticker" must indicate the reason the waste is unacceptable and a telephone number at which the Collector may be contacted during business hours. No waste is to be rejected without placing a "rejection sticker" indicating the reasons for rejection on the container holding the waste. "Rejection stickers" will be supplied by the Municipality at the expense of the Municipality.

6.3 In the case of repeated non-compliance by businesses or residents, the Collector shall:

- (a) visit the business or resident and explain the waste separation and collection program,
- (b) continue to monitor the performance of the business or resident; and
- (c) maintain such records of visits and communications as reasonably necessary for further action, to include wherever practicable identification of the date, time, location and/or identity of any person involved;
- (d) report to the Chief Administrative Officer as required.

6.4 The Collector shall be responsible for the payment of any penalties, with no recourse to the Municipality, imposed by the operators of the recycling depot, the organics processing facility, or the landfill site at which materials are deposited. The Collector is responsible for any costs associated with addressing deficiencies in rejected loads.

6.5 The Collector shall not circulate or communicate general waste collection information to the public without the prior written approval of the Chief Administrative Officer.

7 REPORTING

7.1 The Collector shall record daily, and provide monthly, a report for the Chief Administrative Officer, indicating any problems non-compliance by businesses or residents, and suggested changes to the waste collection and transportation program.

7.2 The Collector shall keep a daily record of addresses where "rejection stickers" are issued and the reasons for rejection and submit a monthly report to the Chief Administrative Officer of such addresses.

7.3 The Collector shall submit a report after each Spring and Fall clean-up detailing a summary of the number of loads and weight of the waste collected in each load.

8 GENERAL TERMS

- 8.1 The term of this Agreement shall be for five (5) years beginning May 1, 2016 and ending April 30, 2021.
- 8.2 Unless otherwise expressly provided in this Agreement, the Contractor agrees and hereby accepts responsibility for collection and transportation of source solid waste, at its sole expense, in accordance with the schedules and specifications provided in this Agreement and in a manner consistent with the Municipality's By-Law 8, "Collection, Storage & Disposal of Waste" ("the By-Law"), as amended from time to time. Only to the extent of any inconsistency between the By-Law and this Agreement, this Agreement shall prevail.
- 8.3 Without limiting the obligations of the Contractor or as otherwise provided in this Agreement, the Contractor hereby agrees, at all times during and in accordance with this agreement:
- (a) To co-operate with the Municipality's reasonable requests from time to time for information or records concerning performance of the Contractor's obligations or relevant to the Municipality's duties and obligations under applicable law;
 - (b) To not knowingly or recklessly approve, permit or condone any direct or indirect action or omission that would result in solid waste, recyclables or organic materials being disposed of in a manner or place contrary to applicable law, this Agreement or By-Law 8;
 - (c) To make reasonable and diligent efforts to comply with Municipality's directives or initiatives reasonably intended to improve or promote solid waste separation, waste collection and waste management standards and services in the Municipality, or to otherwise promote compliance with By-Law 8, subject to reasonable compensation for any additional and unavoidable expenses of same to the Contractor.
- 8.4 The collection and transportation contract shall not be assigned nor shall any sub-contractor be employed by the Contractor without the prior written consent of the Chief Administrative Officer or his designate.
- 8.5 the Contractor, including his servants and agents shall carry Public Liability and Property Damage Insurance, without intermission, in the amount of at least \$3,000,000.00 per vehicle. Such policies are to contain a provision to give thirty (30) days written notice of cancellation or any alteration to the policy to the prejudice of the Municipality to the Chief administrative Officer or the Municipality.
- 8.6 The contractor shall provide a copy of all insurance policies to the Chief Administrative Officer prior to commencement of the Contract and maintain such insurance during the term of this contract.

- 8.7 In default of any requirement of this clause the Municipality may obtain such insurance and charge all premiums paid by the Municipality against any payments due the Contractor by the Municipality, without recourse by the Contractor.
- 8.8 The Contractor shall indemnify and save harmless the Municipality against and from all damages, claims, suits, demands, actions, judgments, and cost of any kind and description as a result of injury or property damage resulting from the performance of this contract or through any improper or defective equipment used by the Contractor or through any act or omission on the part of the Contractor, his employees or sub-contractors.
- 8.9 If the Contractor should be adjudged by the Municipality to be in violation of the provisions of the Collection and Transportation contract at any time, the Municipality may, without prejudice to any right or remedy, by giving the Contractor thirty (30) days written notice, terminate the contract and complete the work by whatever means the Municipality deems expedient, in which case the Municipality shall be entitled to adjust such costs from amounts payable to the Contractor under this Agreement.
- 8.10 The Contractor shall be permitted to terminate this agreement provided it delivers one hundred and twenty (120) days written notice to the Municipal Office.
- 8.11 The contractor, his employees and any sub-contractors shall not retain any of the materials collected for their benefit, but shall promptly transport the materials to the designated facilities.
- 8.12 The Contractor shall be paid monthly in equal installments, 1/12th of the total sum allocated for each year of the contract which is \$395,000.00, plus HST and the Contractor shall be paid \$25,000.00, plus HST for each Spring clean-up and \$20,000.00, plus HST for each Fall clean-up.
- 8.13 Prior to the commencement of the contract the Contractor, at his own expense, shall provide to the Chief Administrative Officer of the Municipality a Performance Bond, to be in force during the full term of the contract covering all obligations arising under the contract, or alternate security in the form of a certified cheque or irrevocable statement of commercial credit in the amount of one tenth (1/10) of the average yearly contract price, to be returned to the Contractor upon satisfactory completion of the contract, without interest.
- 8.14 The parties agree that should any dispute arise with reference to the terms of this agreement or the fulfillment of the terms of this agreement, all such disputes and matters of difference shall be referred to an arbitrator in accordance with the *Nova Scotia Arbitration Act*.
- 8.15 The Contractor, under this agreement, shall be permitted to continue to enter into separate agreements with commercial, industrial and institutional property owners for the collection of waste in excess of that being collected by the Municipality of the District of Barrington under the Municipal Waste Collection Program. Materials so collected shall

not be collected during the transportation of materials collected during the Municipal Waste Collection Program. The Contractor will be required to obtain all required licenses for the collection of waste outside of this agreement.

8.16 The Contractor shall perform his duties according to the laws of the Province of Nova Scotia, meeting all requirements of the *Workers' Compensation Act*, the *Occupation Health and Safety Act* and the *Motor Vehicle Act*, and any other federal, provincial or municipal acts or regulations applicable to the Contractor's obligations at the material time. Should the Contractor fail to fulfill his duties in a good and workmanlike manner in the sole judgment of the Municipality of the District of Barrington, this contract may be terminated at any time by giving the Contractor ninety (90) days notice in writing delivered to the Contractor at: Ridge Road Waste Management Limited, 400 Oak Park Road, RR#1, Barrington, N.S. B0W 1E0.

8.17 Time shall be of the essence of this agreement.

8.18 This agreement shall enure for the benefit of and be binding upon the parties hereto, their heirs, executors and administrators.

8.19 The headings in this agreement are for convenience of reference only, and under no circumstances should they be construed as being a substantive part of this agreement nor shall they limit or otherwise affect the meaning hereof.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Lisa Russell
Witness

Lisa Russell
Witness

THE MUNICIPALITY OF THE DISTRICT OF BARRINGTON:

Per: Robert Frost
Chief Administrative Officer

Per: Lindsay Nickerson
Warden

SIGNED, SEALED AND DELIVERED in the presence of:

Shannon Newell
Witness

RIDGE ROAD WASTE MANAGEMENT LIMITED

Per: Shannon Newell
Shannon Newell

APPENDIX "A"

RECYCLABLE MATERIALS

- plastic bottles and plastic containers
- clean foil plates
- frozen food bags
- plastic jugs
- steel and aluminum cans
- paper milk cartons
- dry and clean paper
- newspapers
- flyers
- glossy magazines
- catalogues
- envelopes
- containers for motor oil, antifreeze
and windshield wash (drained with cap on)
- mini-sips and juice packs
- phone books
- tissue boxes
- milk bags
- glass bottles and jars
- clean tinfoil
- detergent boxes
- carry-out cartons
- paper egg cartons
- books
- scribblers
- cereal boxes (no liners)
- greeting cards (non-metallic)
- milk shake containers

PAPER BUNDLES - flattened and tied.

Materials may be added or deleted from these lists from time to time at the sole discretion of the Municipality.

APPENDIX "B"

ORGANIC MATERIALS

FOOD WASTE

- coffee grounds and filters
- fish, including lobsters
- leftover foods
- cooking oil, grease and fat
- bones
- fruit
- tea leaves and bags
- solid dairy products
- meat
- vegetables
- bread
- egg shells

SOILED PAPER PRODUCTS

- wet paper
- dirty pizza boxes
- paper fast-food cartons
- paper frozen dinner boxes
- paper bags (flour, sugar)
- gift wrap (non metallic)
- waxed paper
- construction paper
- paper towels and tissues
- detergent boxes
- waxed cardboard
- Paper cups and plates, including Tim Horton's cups, lids removed
- pet food bags (liners removed)

LEAF AND YARD WASTE

- house plant and garden plant waste
- branches less than one (1) metre long
- grass, leaves and brush
- sawdust and wood shavings

OTHER

- candles
- lobster waste with bands – subject to disposal site discretion

Materials may be added or deleted from these lists from time to time at the sole discretion of the Municipality.

APPENDIX "C"

SPRING AND FALL CLEAN-UP MATERIALS MAY INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING: (SEE SECTION 3)

- household furniture
- refrigerators, stoves, washers, dryers
- windows, doors
- mirrors
- empty oil tanks
- empty hot water tanks
- air conditioners
- dehumidifiers
- mattresses
- construction and demolition waste
- wooden materials not in excess of three (3) metres long

No individual items shall exceed 70 kilograms in weight.

Materials may be added or deleted from these lists from time to time at the sole discretion of the Municipality.