

**MUNICIPALITY OF THE DISTRICT OF BARRINGTON**

**Provision of Curbside Collection and Transportation  
of Source-Separated Solid Waste**



**Request for Proposals Specifications**

**RFP No. MODB2303**

**Issued: January 27, 2023**

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## **PART 1 – GENERAL PROVISIONS**

### **1. Scope of Work**

In general, the Municipality of Barrington is approximately 632 square kilometers. The population as per the last census information, Stats Canada 2021, is listed as 6,523 people. There are approximately 3,546 dwelling units as per the 2021 Census, of which 3,024 are occupied by usual residents.

The Municipality proposes to contract services for the collection of source-separated residential and commercial solid waste i.e., recyclables, organics and residual waste within the Municipality of Barrington.

### **2. Work Schedule and Pricing**

This contract will commence from **May 1, 2023** and continue for a term of 59 months, ending **March 31, 2028**.

Collection is not to commence before 7:00 a.m. daily, and all scheduled routes are to be completed by 4 p.m. The current collection schedule of the Municipality is included in this document, attached as **Appendix E**. A list of roads, public and municipal, is provided in **Appendix D**.

Upon award of Contract, the Contractor will submit the complete collection schedule showing truck routes on collection days in each area. Over the life of the Contract, the CAO for the Municipality of Barrington will accept and review requests from the Contractor for route adjustments.

Proposal prices will be based on the current collection schedule. The Municipality wishes to obtain pricing for the provision of a weekly collection of residual garbage, recyclables, organics and one bulky household material; as well as a bi-weekly collection of residual garbage, recyclables and organics, whereby these three waste streams are collected on the same days, on alternate weeks.

Further, the Municipality currently has two special clean-ups during the year, one in the spring and one in the fall. The Municipality is considering moving away from these clean-ups but intends to continue having bulky household materials collected bi-weekly or weekly on the same schedule as residual waste. Proposal prices should reflect both options.

### **3. Information on Sites**

Contractors shall have familiarized themselves with the areas of the proposed work, inform themselves of all local conditions, and ensure allowances in their proposals for conditions and limitations as they affect the carrying out of the work. The number of serviced units for which collection services are to be provided is an estimate only and may vary as conditions arise. No adjustment in prices shall be made after award of Contract by reason of Proponents' lack of knowledge of all conditions.

### **4. Employees**

The Contractor shall, at all times, enforce strict discipline and good order among its employees, and shall seek to avoid employing any unfit person or anyone not skilled in the work assigned to them. Curbside collection and transportation of source-separated solid waste is a public service, paid for by the public,

and the Contractor must ensure that its employees provide this service in a courteous manner, and that all dealings with the public and the Municipality are carried out in a like, courteous manner.

#### **5. Work Conditions**

Contractor is to supply the designated personal protective equipment to meet the requirements of the Occupational Health & Safety Act and the Workplace Health and Safety Regulations of the Province of Nova Scotia.

#### **6. General Equipment Requirements**

Prior to award of Contract, the CAO for the Municipality of Barrington shall make judgement as to the adequacy of the equipment proposed to be used by the prospective Contractor. After award, decisions regarding changes in allocation of equipment are generally the responsibility of the Contractor. However, if the CAO is of the opinion that adequate equipment is not available on site(s) for performance of the work, he/she may order that additional and/or adequate equipment be supplied.

#### **7. Permits and Regulations**

The Contractor shall comply with all Federal, Provincial and Municipal laws, regulations, ordinances and by-laws as applicable to the work performed under this Contract. The Contractor shall secure and pay for all licenses and permits which he may require to comply fully with laws, regulations, ordinances and by-laws of the proper public authorities, in connection with the performance of his work.

#### **8. Authority of the CAO**

The execution of the work shall be carried out to the satisfaction of the CAO for the Municipality of Barrington. The CAO or a designated representative shall, at all times, have access to the work whenever it is in progress for purposes of inspection. The CAO or a designated representative shall have full authority to examine, inspect, approve or reject equipment and methods of procedure and workmanship. The CAO or a designated representative shall have authority to be an occasional passenger in the Contractor's collection equipment for the purposes of inspection or performance of surveys.

#### **9. Contractor Availability**

The Contractor or a designate, shall be available during normal working hours by phone to deal with complaints or other matters as they may arise.

#### **10. Changes in the Work**

The Municipality, without invalidating the Contract, may order additions to, or deductions from the work; the contract sum being adjusted accordingly. Any claims for extra cost caused hereby shall be mutually agreed upon and adjusted at the time of ordering such change.

### **11. Claims of Extra Costs**

If the Contractor claims that any instructions issued after the date of the Contract involve extra cost, they shall give the CAO written notice thereof, within seven (7) days after the receipt of such instructions along with calculations of additional costs to be incurred. No such claims shall be valid unless so made.

### **12. Deduction for Uncorrected Work**

The CAO may deem it to be in the best interest of the Municipality to make an appropriate deduction in the Contractor's payment where work does not comply with the Contract.

Appropriate deductions shall be made in the case of failure of the Contractor to provide the scheduled collection services in an area on the appropriately scheduled day, except in the case where valid reasons have been provided and agreed to by the CAO.

### **13. Municipality's Right to Suspend Work**

The Municipality may, at any time, suspend the work, or any part thereof, by giving notice to the Contractor in writing. The Contractor shall not be entitled by reason of the Municipality's suspension order to any additional payment, claim for loss of profit or anticipated profit or damages. The Municipality shall reimburse the Contractor for expenses incurred during such suspension, where the suspension was not the result of improper action of the Contractor.

### **14. Municipality's Right to Terminate Contract**

- If the Contractor will be adjudged bankrupt; or
- If it should make a general assignment for the benefit of its creditors; or
- If a receiver should be appointed on account of its insolvency; or
- If it should fail, except in cases for which extensions of time are provided, to supply enough properly skilled workers or proper equipment or materials to complete the work; or
- If it should fail to make prompt payments to sub-contractors or for equipment, materials or labour; or
- If it should persistently disregard laws, regulations, ordinances or by-laws, whether they be Federal, Provincial or Municipal, or the instructions of the; or
- If it should fail to obtain and maintain all necessary licenses and permits; or
- If it should retain materials for its benefit, or for the benefit of its employees as per part one, section seventeen (17); or
- If it should fail to effect and keep in force the insurance coverage outlined in part one, section nineteen (19); or
- If it should collect residuals, organics, bulky household materials or recyclables from non-serviced units and include these materials in loads exempt of tipping fees pursuant to this Contract as per the specifications, part two, section thirteen (13); or
- If it should otherwise be guilty of a substantial violation of any provisions of the Contract; or
- If any of the equipment of the Contractor is declared to be unfit for the use intended under the provisions of the contract;

then the Municipality may request in writing that corrective action be taken.

If the default cannot be corrected because of its nature, then the Municipality, upon the written notice of the CAO that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor at least seven (7) days written notice, terminate the employment of the Contractor and complete the work by whatever method they may deem expedient. In such cases, the Contractor shall not be entitled to receive any further payment until the contract is completed. If the unpaid balance of the Contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expenses shall exceed such unpaid balance, the Contractor shall pay the difference to the Municipality.

Where the Contract has been terminated by the Municipality, said termination shall not affect or terminate any of the rights of the Municipality against the Contractor or its surety (performance bond) then existing, or which may thereafter occur because of such default. Any retention or payment of monies by the Municipality due to the Contractor, under the terms of the Contract, shall not release the Contractor or his surety from liability for his default.

#### **15. Contractors Right to Suspend Work or Terminate Contract**

If the CAO should fail to issue any payment within thirty (30) days after it is due, or if the Municipality should fail to pay the Contractor within thirty (30) days of its maturity and presentation any sum certified by the CAO for the Municipality of Barrington, then the Contractor may, upon seven (7) days written notice to the Municipality and the CAO, stop work and upon a further seven (7) days, if no action has been taken by the Municipality to pay the Contractor, terminate this Contract and recover from the Municipality payment for all work executed under the contract.

#### **16. Rights to Materials**

Materials placed for collection under the terms of this Contract are the property of the Municipality once it is collected by the Contractor. The Contractor, and its employees and agents, shall not retain for their benefit any of the materials collected from serviced units pursuant to this Contract but shall promptly transport the materials to the designated receiving facility(ies).

#### **17. Indemnity**

The Contractor shall defend, indemnify and save harmless the Municipality, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Contractor, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to

be provided by the Contractor in accordance with this Contract and shall survive this Contract. The Contractor agrees to defend, indemnify, and save harmless the Municipality from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Contractor's status with WCB. This indemnity shall be in addition to and not in lieu of any proof of WCB status and compliance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

## **18. Insurance**

### **Commercial General Liability Insurance**

Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Nova Scotia, for a limit of not less than \$5,000,000.00 per occurrence, an aggregate limit of not less than \$5,000,000.00, within any policy year with respect to completed operations and a deductible of not more than \$5,000.00. The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. This policy shall include but not be limited to:

- a) Name the Municipality as an additional insured
- b) Cross-liability and severability of interest
- c) Blanket Contractual
- d) Products and Completed Operations
- e) Premises and Operations Liability
- f) Personal Injury Liability
- g) Contingent Employers Liability
- h) Work performed on Behalf of the Named Insured by Sub-Contractors
- i) Broad Form Property Damage
- j) The policy shall include 30 days' notice of cancellation.

### **Automobile Liability Insurance**

Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Nova Scotia, having an inclusive limit of not less than \$5,000,000.00 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Contractor.

### **Environmental Liability Insurance**

Environmental Liability Insurance to cover injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair, cleanup or restoration of environmental impairment of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and on a gradual release. The policy shall include bodily injury, including sickness, disease, shock, mental anguish, and mental injury. The policy is to be renewed for 3 years after project completion and a Certificate of Insurance evidencing renewal shall be filed with the Municipality. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be

provided to the Municipality. The Municipality has the right to request that an Extended Reporting Endorsement be purchased by the Contractor at the Contractor's sole expense.

### **Primary Coverage**

The Contractor's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

### **Certificate of Insurance**

The Contractor shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement naming the Municipality of the District of Barrington additional insured.

### **19. Damages**

If either party to this Contract should suffer injury or damage in any manner because of any wrongful act or neglect of the other party or of anyone employed by him then he shall be reimbursed by the other party for such damage. Notice of pending claim for any such reimbursement must be made in writing to the party liable, within thirty (30) days of the first observance of such damage, and the claim shall be filed and adjusted prior to the time of final payment.

### **20. Prices for Work Including Fuel Surcharge Adjustments**

The Municipality shall pay and the Contractor shall receive the prices stipulated in the Schedule of Prices attached hereto as full compensation for everything furnished and done by the Contractor under this contract.

### **21. Fuel Surcharge**

The Municipality recognizes that there have been significant price fluctuations in fuel, which is an important component in curbside collection and transporting applications.

As this service is for an extended period and due to factors beyond the Municipality's control in respect to fuel pricing, a formula for fuel price adjustments has been developed to give assurances to both the Municipality and the Contractor that both parties are treated fairly during volatile market conditions.

The Contractor shall be paid by the Municipality an amount per month which is calculated based upon the price of diesel and gasoline fuel compared to benchmark prices which are established at the time of award of the contract. Both parties shall agree to the benchmark prices at the time of award of the contract. If no agreement can be reached, then the price of fuel shall be an average of the last 12 months of the maximum prices for Zone 3 as set by the Public Utilities Board.

The bidder shall maintain a log of the number of kilometers traveled by the collection vehicles daily and submit an invoice to the Municipality monthly. The following formula shall be used for calculating the fuel adjustment for the contract:

Monthly Kilometers Traveled X Fuel Consumption X Price Difference

The fuel price used in the formula will be a monthly average of the maximum diesel and gasoline prices for Zone 3 as set by the Utility and Review Board (UARB).

A figure of .52 litre/kilometer shall be used for the fuel consumption for collection vehicles unless the bidder can demonstrate that another consumption rate is more appropriate.

## **22. Final Payment**

The Contractor shall not be entitled to a payment which, in the judgement of the CAO for the Municipality of Barrington, shall leave the balance withheld insufficient to complete the work in accordance with the Contract. Final payment shall be made thirty (30) days after the completion of the work, in accordance with the Contract. Also, final payment shall not be made and the performance security shall not be returned until the following written certificates have been filed with the CAO for the Municipality of Barrington from (as applicable):

- a) The Contractor in the form of a Statutory Declaration, signed by an authorized signing officer of the Contractor and duly notarized, stating that all payments resulting from the Contract for which the Contractor is liable have been paid.
- b) The Worker's Compensation Board stating that the Contractor has paid all assessments required by the Board in respect to this Contract.
- c) The Contractor stating that all claims and demands for extra work or otherwise, under or in connection with this Contract have been presented.

## **23. Assignment**

The Contractor shall not assign the Contract, as a whole, or in part, without the written consent of the Municipality, nor shall the Contractor assign any monies due, or to become due, to him hereunder, without the previous written consent of the Municipality. Assigning the Contract shall not relieve the Contractor or his surety from any contract obligations.

## **24. Separate Contracts**

The Municipality reserves the right to award other contracts in connection with the work described herein. The Municipality reserves the right to award complimentary contracts for the collection and transportation of materials.

## **25. Sub-Contractors**

The Contractor shall be fully responsible to the Municipality for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor agrees to employ only those sub-contractors proposed by him in writing and accepted by the Municipality.

The Contractor will supply a list of those sub-contractors, if any, that he intends to use in the execution of the work requirements of this contract.

## **26. Decisions and Arbitration**

The CAO for the Municipality of Barrington shall, upon presentation to him, make prompt decisions in writing on all claims for extra cost of the Contractor, interpretations and claims of the Municipality or the Contractor and all other matters relating to the execution and progress of the work or the interpretation of the Contract.

In the event a dispute arises concerning any matter, the parties agree that any matters outstanding and unresolved pursuant to this Contract shall be resolved by arbitration pursuant to the provisions of the Commercial Arbitration Act of Nova Scotia. The results of any such arbitration shall be final and binding upon the parties. Each party shall bear its own costs of arbitration and the costs of the arbitration and the costs of the arbitrator shall be shared equally, unless the arbitrator otherwise recommends, in which case, the recommendation of the arbitrator shall be final and binding upon the parties.

## **27. Execution**

The Contract shall be signed in duplicate by duly authorized signors of the Municipality of Barrington; being the Warden and the Chief Administrative Officer; and a duly authorized signor of the Contractor.

## PART 2 – SPECIFICATIONS

### 1. Scope of Work

In general the Municipality of Barrington is approximately 632 square kilometers. The population is approximately 6,523 people as per Statistics Canada 2021 Census Information, and has an estimated 3,546 dwelling units, of which it is estimated that approximately 3,024 of these are occupied by usual residents.

On a daily basis, the materials collected are to be transported and delivered to facilities either owned or contracted by the Municipality of Barrington.

Data Table - Material collected from April 2017 to March 2022, 5-year average (numbers are approximate):

Material	Metric Tonnes/Year
Recyclables	249.40
Organics	288.49
Residuals	1998.74

Currently, the materials collected are transported and delivered to the Region of Queens Waste Management Facility and the Municipality's Construction and Demolition Site. These delivery locations may be changed by the Municipality at any time during the contract. If the new location is less then 20 km from the old, there will be no additional charges billed to or paid by the Municipality of Barrington. Contractors must indicate in their submission a per km fee that will apply should the new delivery location for any collected material be more then 20 km from the current location; for the applicable distance beyond the first 20 kilometres.

The Municipality currently has two special clean-ups during the year, on in the spring and one in the fall. The Municipality is considering moving away from these clean-ups but intends to continue having bulky household materials collected bi-weekly or weekly on the same schedule as residual waste. Proposal prices should reflect both options. The Municipality will prepare, release and pay for all costs associated with advertising information related to spring/fall clean-up scheduling and changes.

The work shall include all labour, plant, equipment, materials, etc., including incidentals, required to provide curbside collection and transportation of source-separated solid waste from each serviced unit, within the area and at the times specified.

The current collection schedule of the Municipality is provided in Appendix E. Proponents are responsible for ensuring that they are completely familiar with the area for which a Proposal is submitted. The Municipality is not responsible for the accuracy of information provided on any maps.

The work generally includes the weekly (or bi-weekly) curbside collection of residuals, recyclables, organics, and household bulky materials, and the transportation of the materials in the manner, time and to the locations specified herein.

The following terms and conditions are to apply:

- a) The Collection streams will be divided into four streams: residuals, recyclables, organics and bulky household materials.
- b) Procurement and installation of cart lifters suitable for handling organics carts will be the responsibility of the Contractor. It is the responsibility of the Contractor to ensure that the lifters on its vehicles are of the correct type and are installed properly to prevent damage to the organics carts.
- c) The collection of curbside materials may take place from both sides of the roadway requiring vehicles to travel the same portion of roadway twice. The Contractor will design his routing in a cost effective manger and with all due regard to occupational health and safety concerns and regulations pursuant to the Motor Vehicle Act.
- d) Provisions for special collection events and other special optional collections that may be determined from time to time by the CAO for the Municipality, will be arranged and negotiated with the Contractor on an ad hoc basis.

## **2. Customer Definition**

### *Serviced Unit*

The types of properties that shall receive curbside collection and transportation of source-separated solid waste services under this Contract are:

- a) single unit detached residential dwellings including mobile homes;
- b) multi-unit dwellings (apartments and condominiums);
- c) rowhouse or townhouse dwellings;
- d) tiny homes and tiny home communities;
- e) all commercial properties and businesses, at the quantity limits prescribed in By-Law 8 - Solid Waste Resource Collection and Disposal By-Law;
- f) all municipally owned roads or operated properties;
- g) materials from municipally sanctioned beach sweeps and beach clean-ups;
- h) public drop-offs that are put in place by the Municipality or others, for the purpose of providing service for private roads;
- i) mobile home (trailer) parks.

### *Non-Services Units*

The types of properties not receiving services under this Contract are all industrial and institutional properties and commercial businesses exceeding the allowable collection limits of residual, recyclable and organic materials; excepting those as listed in subsection (e) above.

## **3. Receiving and Transfer Facility(ies)**

The receiving facilities designated in this section are the destinations for the haulage, weighing and unloading of the source-separated waste streams. Currently they are :

- a) The Region of Queens Waste Management Facility, located at 3750 Highway 8, Caledonia.

- b) The Municipality of Barrington Construction and Demolition Disposal Site, located at 1138 Clements Pond, Highway 103, Barrington.
- c) Any other facility as may be designated by the Municipality in the future.

#### **4. Method of Work**

##### *Days and Time of Collection*

Unless otherwise provided for in this Contract, the curbside collection of residuals, recyclables, organics, and bulky household materials shall be accomplished Monday to Friday inclusive, between the hours of 7:00 am and 4:00 pm. All scheduled routes must be completed on the scheduled day. The contractor is to ensure the proper number of collection vehicles is provided to ensure that work within these time frames can be completed.

Collection shall be conducted at each serviced unit provided that the materials and items for pick-up are placed for collection in accordance with the specifications and the provisions of By-Law 8, Solid Waste Resource Collection and Disposal By-Law, Appendix B.

#### **5. Storm Days**

If storm conditions warrant total cancellation prior to that day's start of collection services, then the next available weekday or the following Saturday will be the alternate collection day.

If storm conditions warrant cancellation after the commencement of that day's collection service, then the following applies:

- a) If 80 % of total collection routes have been collected prior to cancellation, then the contractor will not be required to collect on the next available weekday or following Saturday; however, the contractor will be required to accept double collection amounts on the next regularly scheduled collection day.
- b) If less than 80% of total collection routes have not been completed, then the public will be advised that the service is being cancelled and those not collected will be collected on the next available weekday or on the following Saturday.

#### **6. Reporting**

In the event of storm conditions where a collection vehicle is unable to complete its scheduled route in its entirety, then the Contractor is responsible to identify the name of road/street and last civic address collected and provide a report of this information to the CAO for the Municipality of Barrington immediately so Municipal personnel can respond to those customer inquiries arising from the cancellation of services.

#### **7. Public Service Announcements**

In the event of cancellation of collection services, the Contractor in consultation with the CAO for the Municipality of Barrington will make those decisions and the Municipality will prepare and release all

public service announcements. All costs associated with public service announcements as a result of cancellation of collection services will be the responsibility of the Contractor.

## **8. Holidays**

Residuals, recyclables, organics and bulk household materials collection scheduled to occur on designated Federal, Provincial and/or Civic holidays as listed below may be collected on an alternate day if agreed upon by both parties. The schedule of proposed alternate collection days will be provided by the Contractor at the start of each Contract year for review and consideration by the CAO. The normal alternate collection day will be the Saturday nearest to the Holiday.

Alternate day collection will not be considered as an extra cost for this Contract. All other holidays shall generally be considered as regular collection days.

- a) New Year's Day
- b) Nova Scotia Heritage Day
- c) Good Friday
- d) Canada Day
- e) Labour Day
- f) Christmas Day
- g) Up to two other days that may be designated by the CAO for the Municipality of Barrington

## **9. Equipment**

Prior to award of Contract, the CAO for the Municipality of Barrington shall approve the original equipment selected for carrying out the work. The Contractor will determine the original number of collection vehicles that will be supplied to perform the curbside collection of the various waste streams within the time period prescribed. However, the CAO for the Municipality of Barrington reserves the right to instruct the Contractor, at any time after the beginning of the Contractor's operations, to increase the number of collection vehicles to ensure adequate performance within the prescribed time frames. The Contractor will be required to supply whatever additional collection vehicles are necessary to adequately handle special collection services if required. The CAO for the Municipality of Barrington, or a designate, may inspect the Contractor's collection equipment at any time.

The collection vehicles are to be properly constructed and maintained to eliminate the depositing of residuals, recyclables and organics onto the road during the performance of the contract. It is the Contractor's responsibility to immediately clean up any debris which falls from the collection vehicles onto the road or street or debris spilled in the process of tipping carts or loading of bags or containers into the vehicle. Moisture content of organics is to be considered in the design and construction of collection vehicles. Liquid shall not be permitted to drain from collection vehicles.

All equipment supplied by the Contractor must be kept clean at all times. All equipment shall be properly washed at least once per week, and more frequently if required.

No advertising may be carried on the Contractor's equipment. The name of the Contractor and business telephone number shall be affixed upon all equipment as well as such other information as may be permitted or requested by the CAO for the Municipality of Barrington.

The Contractor is advised that all equipment to be used for curbside collection under this Contract must have the TARE weight registered with the Municipality. The Contractor will comply with all weighing procedures implemented at each of the facilities, including inspection of loads, weighing upon entrance to the facilities, and upon exiting the facilities after unloading, as applicable. On occasion, the CAO for the Municipality of Barrington may require that the various three streams of material on the collection vehicle are to be weighed separately.

The equipment shall be painted on a regular basis to maintain an acceptable physical appearance, as required, to the satisfaction of the CAO for the Municipality of Barrington.

Vehicles will have affixed identification which will accommodate the necessary recording and accounting system for loads entering the facilities. Additional hired equipment which may be required to accommodate seasonal increases in materials being collected will also require a similar identification system.

All vehicles used in the performance of this Contract shall be equipped with strobe warning lights mounted at the left rear side of the vehicle and be equipped with lighting in such other locations as may be required by any applicable legislation or for safe operation of the vehicle. The lights shall be operated at all times during collection operations.

Collection vehicles must be equipped with appropriate emergency fire extinguishing apparatus, oil-absorbing agents, clean-up equipment for debris spillage including brooms and shovels, and display on rear bumpers or other such prominent location a sign indicating that "THIS VEHICLE MAKES FREQUENT STOPS".

All collection vehicles used under this Contract shall be designed so as to protect the material hauled from the weather and to prevent spillage of material from the vehicles during transport. The design of all collection vehicles shall provide for the complete separation of material streams to avoid cross-contamination.

It is the responsibility of the Contractor to select proper organics cart lifters and to properly install the lifters to ensure safe and effective operation and to prevent damage to the carts. Carts must be emptied into the collection vehicles using lifters.

In the event that organic carts are damaged due to improper type or poorly maintained and adjusted cart lifters, or due to improper operation by an employee of the Contractor, associated replacement costs will be the responsibility of the Contractor.

The Contractor will be required to return any organic carts that fall from lifters into the collection vehicle itself and cannot be removed until that vehicle is offloaded at the facility. Once retrieved, these carts must be returned immediately to the civic address from which they originated.

The Contractor shall ensure that all equipment is duly registered, licensed and has passed all inspections required under any and all applicable laws, regulations, ordinances and by- laws, whether such be Federal, Provincial or Municipal.

All sub-contracted equipment and equipment hired on a temporary basis to be used for this contract must conform to the same requirements of the Contractor's own equipment under this contract with the exception of paint colour scheme requirement.

It is the Contractor's responsibility to provide sufficient, properly equipped vehicles and equipment to meet normal and peak period collection requirements.

#### **10. Curbside Collection and Transportation of Source-Separated Solid Waste Procedure**

The Contractor binds himself to supply the necessary number of curbside collection vehicles with drivers and other staff sufficient to perform the work in accordance with the contract documents.

Prior to commencing the Contract, the Contractor shall submit to the CAO for the Municipality of Barrington, for approval, a detailed collection schedule showing each vehicle route for each scheduled collection day, indicating the starting time and starting point for each vehicle. This schedule will represent the regular collection routine under this contract.

Upon approval of the collection schedule by the CAO for the Municipality of Barrington any further change in collection routes and times must be first approved by the CAO for the Municipality of Barrington.

All residuals, recyclables, organics and bulky household materials shall be hauled by the Contractor to the facilities, or any other site designated by the CAO for the Municipality of Barrington, subject to the conditions below, and shall be off loaded by the Contractor, as may be required and directed by the receiving Facilities.

If circumstances arise where the facilities are unable to receive materials, the CAO for the Municipality of Barrington will designate an alternate receiving facility and the Contractor shall be bound to haul materials to that facility.

#### **11. Change in Location of Receiving Facilities**

Should an alternate facility be designated and the new haulage distance is increased or decreased by less than 20 road kilometres from the existing facilities, the Contractor will receive only his proposal price to deliver to the existing facilities, without additional compensation from the Municipality. If it exceeds 20 road kilometres, then the Municipality of Barrington will pay an appropriate contract price adjustment based on the excess kilometrage rate submitted in the proposal.

#### **12. Tipping Fees**

The Contractor will not be charged tipping fees for items collected from serviced units in accordance with the work as defined in this Contract. Equipment to be used for this Contract must not be used for any other work during the time it is used for collection of residuals, recyclables, organics and bulky household materials from serviced units.

Mixing of industrial, commercial or institutional residuals, recyclables, organics and bulky materials from properties not serviced under this Contract (non-serviced units) into loads exempt of tipping fees pursuant to this Contract shall be grounds for termination of the Contract by the Municipality in addition to any and all other legal remedies available.

### **13. Special Conditions**

The Contractor will be expected to work in a co-operative manner with other private sector contractors providing waste management services to the public and municipal employees carrying out their duties on behalf of the Municipality.

### **14. Customer Service Complaints and Missed Stops**

The Contractor shall have in his employ during the whole of the term of this Contract, themselves and/or a designate, whom will during all working hours, be accessible to receive and address inquiries and instructions from the CAO for the Municipality of Barrington or its designate and to process complaints.

All collection vehicles shall be equipped with cellular phones for communication.

The Contractor shall agree to address complaints and missed stops on the same working day they occur where reasonably possible and all complaints shall be addressed within twenty-four (24) hours.

The Contractor shall notify the Municipality immediately when the regular daily collection routine is interrupted by weather conditions, equipment malfunctions, etc. with an indication as to the revised routine as a result of the interruption.

### **15. Education Stickers**

If any materials are not collected from a serviced unit because the materials do not comply with the terms and conditions of the Municipal By-Law and Policies then the Contractor shall affix an education sticker on the material left behind stating the reason for rejection. Education stickers shall be provided by the Municipality. Contractors shall keep a record of serviced units where materials were rejected and education stickers applied. This record shall be forwarded weekly to the Municipality. The Contractor shall not, in any case, leave materials at the curb during a collection service without applying an education sticker indicating clearly why materials were left.

### **16. Reporting**

Contractors shall maintain a written collection activity log, to be made available upon request, to track customer complaints and compliance issues indicating the following:

- a) Collection day of week and date service provided.
- b) Identification of roads, streets or locations where service provided in an area(s) where problems were encountered.
- c) Collection vehicle operator(s) and identification
- d) Time that service problem was encountered on roads, streets or locations in the area(s)

- e) Addresses of Serviced Units where materials were rejected and an education sticker has been placed. This will include an indication of the type of customer compliance problem(s) and reason(s) materials were not collected.
- f) Customer service calls, complaints received and actions taken.

A sample daily activity log is attached as Appendix C.

### **17. Clean-Up**

During collection, the Contractor shall keep roads free and clean from all rubbish and debris generated during collection and shall clean up any such material promptly. Care should be taken to prevent spillage on streets and roads over which hauling is done and, any such spillage or debris deposited on streets and roads due to the Contractor's operations shall be immediately cleaned up by the Contractor. Any leaks or spills caused by collection vehicles, such as leaking fuel lines, leaking hydraulic lines or leaking motor oils, or other fluids, will be cleaned-up by the Contractor.

### **18. Method of Payment**

Unless deductions are due to the Municipality and/or claims for extra cost are due to the Contractor, payments will be made for services provided during each month on the basis of the prices outlined in the Schedule of Prices.

The Municipality may withhold any and all payments due to the Contractor in the event of the Contractor's failure to provide a service level satisfactory to the CAO for the Municipality of Barrington or if the Contractor has failed to rectify a complaint to the satisfaction of the CAO.

Payment will be made to the Contractor on a monthly basis within thirty (30) days of receipt of a monthly invoice for the services provided. The invoice shall be issued by the Contractor on or about the last day of the month during which services were provided or under another mutual arrangement as agreed upon by the Municipality.

The total per month prices as defined in the Schedule of Prices shall apply for the actual services provided during the month.

The excess kilometrage adjustment resulting from a change in location of receiving facilities, where this arises, will be included in the monthly invoice, with calculations for the excess charge attached.

HST will be shown separately on the monthly invoice.

### **19. Provision of Information**

The Contractor agrees to provide, upon request by the CAO for the Municipality of Barrington, any serviced unit counts, number of stops, participation counts, private roads serviced and any other such surveys which may from time to time be required by the Municipality. The Municipality may choose to occasionally conduct these types of surveys, in which case the Municipality will provide the Contractor with 24 hours notification of the route where its employee or designate is requesting to be a passenger on the collection vehicle. Employees of the Municipality shall wear appropriate attire and safety

equipment and shall follow all operating and safety procedures of the Contractor while a passenger in the Contractor's equipment.

## **20. Operation Specifications – Receiving Facilities**

- a) All Contractor vehicles will report to the Scale House prior to entering the Facility.
- b) The Contractor shall ensure that all incoming vehicles enter the facilities in a safe manner and that all drivers follow the direction of facility staff.
- c) The Contractor shall ensure that no liquid, hazardous or explosive waste is delivered to the facilities
- d) The Contractor shall comply with all Federal, Provincial, Municipal Laws and Municipality Operational Policies.
- e) The Contractor agrees to indemnify and save the Municipality harmless against all losses, costs, expenses and damages which may be incurred by or by reason of any action by himself or his agents in respect to activities on FACILITY property.
- f) If a statutory holiday falls on the usual day of operation, delivery of materials will be delayed until the next normal working day.
- g) Any leaks or spills caused by collection vehicles will be cleaned-up by the Contractor.
- h) No delivery of collected materials is to be allowed outside of normal hours of operation at the facilities without the prior arrangements with Facility management.
- i) All Contractor drivers are required to ensure that materials being off-loaded at the facilities are done so as to ensure that separation of the various streams of materials is maintained.
- j) All vehicles entering the facilities are subject to periodic inspection for compliance to Municipal By-Laws.
- k) Vehicles may be required to enter the scales between the off-loading of various waste streams, in order to obtain accurate weights for the separate waste streams.

## **21. Communication and Inquiries**

Inquiries, correspondence and daily communication requirements should be addressed to:

Chris Frotten, CAO  
Municipality of the District of Barrington  
2447 Highway 3  
Barrington, Nova Scotia  
B0W 1E0

Phone: 902-637-2015 ext. 222

Fax: 902-637-2075

E-mail: [cfrotten@barringtonmunicipality.com](mailto:cfrotten@barringtonmunicipality.com)

### **PART 3 – FORM OF PROPOSAL**

If a proponent is submitting a proposal, a bid deposit in the amount of Five Thousand dollars (\$5,000.00) is required along with a completed Agreement to Provide Performance Bond (Appendix A) or acceptable documentation showing a duly licensed Surety Company has agreed to provide Contract Surety in the amount of Forty Thousand dollars (\$40,000.00) at the time the proposal is submitted.

1. Call for Proposals
  - a. Proposal Documents
  - b. Proposal Submission
  - c. Proposal Closing
  
2. Instructions to Proponents
  - a. Proposal Contract
  - b. Preparation of Proposals
  - c. Duplicate Forms
  - d. Proposals for all Items
  - e. Alternative Proposals
  - f. Electronic Proposals
  - g. Multiple Proposals
  - h. Errors in Proposals
  - i. Examination of Plans, Specification & Documents
  - j. Explanation to Proponents
  - k. Competency of Proponent
  - l. Harmonized Sales Tax
  - m. Equipment Statement
  - n. Proposal Deposit
  - o. Forfeiting of Proposal Deposit
  - p. Signing of Proposals
  - q. Corporate Seal
  - r. Time Limit
  - s. Amendment or Withdrawal of Proposals
  - t. Return of Proposal Deposit
  - u. Proposal Rejection or Acceptance
  - v. Performance Bond
  - w. General Description of Work
  - x. Data Provided for Information Only
  - y. Commencement of Contract
  - z. Payment Procedure
  - aa. Qualification of Proponents
  - bb. Public Record
  - cc. Privilege Clause

3. Forms

- a. Salutation and Representations
- b. Financial, Insurance, Experience, Equipment, Maintenance, Personnel, Work and Contingency Plan
- c. Schedule of Prices
- d. Execution

DRAFT

## **1. Call for Proposals**

### **a. Obtaining Call for Proposal Documents**

Call for Proposal Documents including General Provisions, Specifications, Form of Proposal and all other pertinent information may be obtained at the office of:

Chris Frotten, CAO  
Municipality of the District of Barrington  
2447 Highway 3  
Barrington, Nova Scotia  
B0W 1E0

### **b. Call for Proposals Submission**

Proposals shall be contained in sealed envelopes which shall be clearly marked as follows:

CALL FOR PROPOSALS: PROVISION OF SERVICES FOR THE CURBSIDE COLLECTION AND TRANSPORTATION  
OF SOURCE-SEPARATED SOLID WASTE: MUNICIPALITY OF THE DISTRICT OF BARRINGTON 2023

and;

the Proponent's name, closing date and time.

Proposals shall be delivered prior to the closing date and time by hand or by registered mail to the office of the CAO for the Municipality of Barrington.

Each Proposal shall be accompanied by a certified cheque, Proposal bond, or irrevocable statement of commercial credit from the Proponent's Chartered Bank made payable to Municipality of Barrington, in the amount specified in the Call for Proposals Documents.

Any deposit made by reason of this requirement shall be forfeited to the Municipality if the proponent neglects, refuses or fails to enter into a contract, if and when called upon to do so.

Proponents shall also submit by closing time a completed Agreement to Provide Performance Bond (Appendix A) or other documentation showing a firm has agreed to provide contract surety in the amount specified in the Call for Proposals Documents.

### **c. Call for Proposals Closing**

Proposals for the Curbside Collection and Transportation of Source-Separated Solid Waste will be accepted up until **2:00 pm local time on Thursday, February 23, 2023**, at the Municipal Administrative Centre in Barrington at 2447 Highway 3.

## **2. Instructions to Proponents**

### **a. Call for Proposals Contract**

The complete set of documents including the Call for Proposals, Instruction to Proponents, Form of Proposal, Schedule of Prices, General Provisions, Specifications, including all Appendices plus any supplement and/or addenda shall form the Contract with the successful proponent(s).

**b. Preparation of Proposals**

The following information will assist you in your submission of Proposals to the Municipality:

All instructions in Call for Proposals documents are to be followed.

- a) Your seal is to be affixed where directed. All supplement(s) and/or addendum(s) shall be signed and acknowledged.
- b) No pages are to be removed from Call for Proposals documents except where instructed.
- c) Your extensions and totals should be checked with any changes initialed.
- d) Proposal Bonds/Deposits are to be submitted only in the form directed.
- e) All Requirements regarding provision of Performance Bonds/Contracts Security are to be followed.
- f) Proposals are to be delivered to the CAO for the Municipality of Barrington on or before the prescribed closing time and date. All closing times are local, either standard or daylight, as applicable.
- g) The Proposals must be clearly marked on the envelopes as instructed in 1b above.
- h) It is the responsibility of the proponent to ensure his Proposal is in the possession of the CAO for the Municipality of Barrington prior to the Call for Proposals closing time and date.
- i) Any information requested in the Call for Proposals document must be enclosed in the Call for Proposals envelope.
- j) Harmonized Sales Tax (HST), proponent must supply registration number on Proposals submitted.

PLEASE NOTE:

- a) Late proposals will not be accepted.
- b) Proposals are to be fully completed as instructed.

**c. Duplicate Forms**

Where duplicate forms are provided, they are for the proponents use only and are not required to be returned with the Call for Proposals.

**d. Proposals for All Items**

Proponents shall submit Proposals on all items appearing on the Proposal forms.

**e. Alternative Proposals**

For the purpose of this Call for Proposals, no alternative Proposal pricing will be considered.

**f. Electronic Proposals**

Proposals received by any electronic means will not be accepted or considered.

**g. Multiple Proposals**

If more than one Proposal is offered by one individual or corporate body, or by any person or persons associated with, in any manner, such individual or corporate body, all such Proposals, including the original Proposal, shall be rejected. Any sub-contractor, may quote a price to any or all proponents or may submit a direct Proposal upon his own behalf.

**h. Errors in Proposals**

Errors made by the proponent in preparing his Proposal shall not constitute a right to withdraw or to amend the Proposal after the date and time set for closing of this Call for Proposals. In the event of an error made in the extension of unit prices, where applicable, the unit prices Proposal will govern.

**i. Examination of Specifications, Documents and Appendices**

Proponents shall carefully examine all Call for Proposal Documents in order that they shall be fully aware of all aspects of the proposed work areas and routes and operational and reporting requirements.

**j. Explanation to Proponents**

Any explanation regarding the meaning or interpretation of the Call for Proposal Documents, shall be requested in writing with sufficient allowance of time for receipt of reply, before the time of proposal opening (requests shall be received not later than six (6) working days before the closing date). Requests for clarification of the Call for Proposal Documents shall be made to:

Chris Frotten, CAO  
Municipality of the District of Barrington  
2447 Highway 3  
Barrington, Nova Scotia  
B0W 1E0

Upon receipt of such request, if considered necessary, explanation or interpretation shall be made in the form of an addendum to the documents and shall be furnished to all proponents who shall submit all addenda with their Proposals. Oral explanations and interpretations made prior to the proposal opening shall not be valid or binding. Any addenda issued prior to the time set for the closure of the Call for Proposals shall form part of the Contract Documents.

**k. Competency of Proponent**

Proponents shall be capable of performing the various items of work contained in the Call for Proposals. They will be required to furnish, to the CAO for the Municipality of Barrington, a statement covering experience of similar work and equipment available for the proposed work.

Proponents shall be required to demonstrate to the satisfaction of the CAO for the Municipality of Barrington that they have experienced personnel and expertise to perform the services required by the specifications and submit such statements of their financial resources as may be deemed necessary.

**l. Harmonized Sales Tax**

The prices quoted in the Schedule of Prices shall indicate the Harmonized Sales Tax (HST) as a separate item.

**m. Equipment Statement**

Proponents are required to submit in the Form of Proposals a statement of equipment to be used or available for the work covered by their proposal.

**n. Proposal Deposit**

Each Proposal shall be accompanied by a certified cheque, Proposal bond or irrevocable statement of commercial credit from the Proponent's Chartered Bank made payable to the Municipality of Barrington, in the amount of Five Thousand dollars (\$5,000.00) when proponent is submitting a Proposal.

**o. Forfeiting of Proposal Deposit**

The Proposal deposit shall be forfeited, or the terms of any Proposal bond shall be invoked, if the proponent whose Proposal has been formally accepted by Municipality neglects, refuses or fails to enter into an Agreement/Contract when called upon to do so.

**p. Signing of Proposals**

The proponent shall sign the Proposal in the space provided and in the following manner:

Sole Proprietorship: The signature of the sole proprietor in the presence of a witness who shall sign where indicated. The word "Sole Proprietor" shall be inserted over "Title". Partnership - The signatures of not less than two partners in the presence of a witness who shall sign where indicated. The word "Partner" shall be inserted over "Title".

Limited Company: The Proposal shall be signed by two authorized signing officers and the official title of each officer shall be shown over "Title". If the Proposal is signed by an official other than the President, Secretary or Secretary - Treasurer, copy of the authority permitting such official to sign shall be submitted with the Proposal.

**q. Corporate Seal**

The corporate seal of any organization, where such seal exists, shall be impressed on the places indicated for signature on the Proposal form and in such a manner as to form an impression on the signature or signatures.

**r. Time Limit**

Proposals received after the date and time of closing as shown on the Call for Proposals shall not be considered and will be returned unopened to the proponent.

**s. Amendment or Withdrawal of Proposals**

Proposals may be amended or withdrawn at any time, prior to the date and time set for the closing of Proposals, upon the written request of the proponent, delivered in person or by registered mail. Electronic

requests will not be accepted. Amendments to Proposals shall not reveal the total amount of the original or revised Proposal.

**t. Return of Proposal Deposit**

When a contract is signed between the successful proponent(s) and the Municipality, the certified cheque or the Proposal bond deposited by the unsuccessful proponents shall be returned to them within ten (10) normal working days following the signing of the contract. The certified cheque or the Proposal bond of the successful proponent shall be returned to him when the performance bond and other requirements are provided and the contract is signed with the proponent.

**u. Performance Bond**

Successful proponents shall be required to provide an acceptable Performance Bond prior to the execution of the Contract. All costs of purchasing and administration for the Performance Bond shall be paid by the Contractor.

Proponents shall submit a completed Agreement to Provide Performance Bond (Appendix A) or acceptable documentation showing a duly licensed Surety Company has agreed to provide Contract Surety in the amount of \$ 40,000.00 when proponent is submitting a Proposal.

During each twelve (12) month period of the Contract, the successful Proponent shall submit a certificate to the Municipality showing that the Performance Bond in the amount and form specified herein remains in effect.

The Surety Company shall be duly licensed to carry out business in the Province of Nova Scotia. A Performance Bond for the due and proper performance of the works provided for in the Contract, in the form acceptable to the Municipality and subject to the terms and conditions of the Contract, for an appropriate amount, as stated above, shall be furnished by the successful proponent within ten (10) working days upon receipt of written confirmation of acceptance of the Proposal. The Performance Bond shall be executed, under seal, by the successful proponent and the Surety Company. The Municipality, at its discretion, may accept a certified cheque or irrevocable statement of commercial credit in the Municipality's favour in the specified amount as performance security for the Contract.

**v. General Description of Work**

This Call for Proposals is for the Curbside Collection and Transportation of Source-Separated Solid Waste from Serviced Units as defined within the areas and at the times and schedules specified in the Contract Documents.

The work will generally include the weekly or bi-weekly curbside collection of residuals, organics and bulky household materials, and transportation of the materials in the manner, time, and to the locations specified within the GENERAL PROVISIONS and SPECIFICATIONS documents, or as otherwise proposed and agreed.

**w. Data Provided For Information Only**

All data provided is for information only, the Municipality provides no guarantee of its accuracy or completeness.

**x. Commencement of Contract**

The contract to be awarded as a result of this Call for Proposals will commence after the contractor receives written notice from the CAO for the Municipality of Barrington.

**y. Payment Procedures**

Payment will be made to the Contractor on a monthly basis within 30 days of receipt of a monthly invoice for the services provided. The invoice shall be issued by the Contractor on or about the last day of the month during which services were provided or by another arrangement as mutually agreed upon by the CAO for the Municipality of Barrington and the Contractor.

**z. Qualification of Proponents**

All Proponents must furnish satisfactory evidence to the Municipality that they have operated, or are presently operating, a curbside collection and transporting company or have had sufficient successful experience in a comparable field, to operate this source-separated solid waste collection service to the satisfaction of the CAO for the Municipality of Barrington.

All Proponents shall be required to demonstrate to the satisfaction of the CAO for the Municipality of Barrington that they have adequate financial resources, experienced personnel, ability and expertise to perform the services required by the SPECIFICATIONS and shall furnish such information and/or proof of these qualifications. No contract will be awarded to any Proponent who, as determined by the CAO, is not qualified to perform the necessary service due to an unsatisfactory record, or inadequate experience, or who lacks the necessary capital, organization, and equipment, to conduct and complete the services in strict accordance with the SPECIFICATIONS.

Proponents must fill in the details of their experience, equipment, organization (including names and experience summaries for Superintendent(s)), statements of financial resources and ability to obtain adequate insurance as per Section 3, Forms.

If the CAO requires more details they must be provided within seven (7) days of a request for the same.

**aa. Public Record**

Proposals received will become the property of the Municipality. All responses are subject to public disclosure under Nova Scotia's Freedom of Information and Protection of Privacy Act. The Municipality recognizes that respondents must submit financial information that it may deem confidential and proprietary to comply with the requirements of this solicitation. To the extent permissible by law, the Municipality agrees to keep confidential any confidential proprietary information included in a response, provided that (1) the respondent identifies the confidential proprietary portions of the response, (2) the respondent identifies as confidential and proprietary only those portions of the submittal that are

confidential and proprietary, and (3) the respondent states why protection is necessary. Respondents shall not designate their entire response as confidential and proprietary, nor shall they so designate information that is already public.

**bb. Privilege Clause**

The Municipality does not bind itself to accept any proposal but may accept any proposal, in whole or in part, or discuss with any proposer different or additional terms to those described in this RFP. The Municipality may:

- a) cancel the Proposal at any time;
- b) reject any or all Proposals;
- c) accept any Proposals;
- d) if only one Proposal is received, choose to accept, or reject it;
- e) choose not to accept the lowest offer price;
- f) reject any Proposals that, in its sole discretion, are not in its best interest to accept; and
- g) alter the schedule, RFP process or any other aspect of the RDP as it may determine in its sole and absolute discretion.

If the Municipality elects to reject all Proposals it may, in its sole discretion and in addition to any other recourse it may choose, call for additional proposals or re-request all or part of the work, all without incurring any liability and no proponent will have any claim against the Municipality as a consequence.

The Municipality reserves the right to waive any formality, informality, technicality, or non-compliance in any Proposal.

In evaluating Proposals, the Municipality reserves the right to consider, among other things, the greatest value for money based on quality, service, price, experience, and local preference. The Municipality reserves the exclusive right to determine the qualitative aspects of all Proposals relative to evaluation criteria and to rely on any evaluation criteria which, in its sole discretion, it considers to be in its best interest.

The Municipality is not liable for any costs associated with responding to the RFP.

The proposer, in submitting a Proposal, has accepted the privileges and reservations of rights set out herein and agrees to be bound by same.

**3. Forms**

**a. Salutation and Representations**

TO: MUNICIPALITY OF THE DISTRICT OF BARRINGTON

FROM:

\_\_\_\_\_  
(Name of Proponent)

\_\_\_\_\_  
(Address of Proponent - Civic and Mailing)

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Hereinafter called the Proponent or Contractor

Having carefully examined the site(s) of the proposed works and all documents relating thereto, including this Form of Proposal, Information for Proponents, Call for Proposals, Instruction to Proponents, Schedule of Prices, General Provisions, Specifications, Bonding and Bid Deposit requirements and Addendum/Addenda no: \_\_\_\_\_ to \_\_\_\_\_, part and parcel of the work described in these Documents, I (we) the undersigned:

(1) Hereby submit a Proposal and offer to enter into a Contract with Municipality of Barrington, within the time prescribed, to furnish all materials, labour, equipment, matters and things, and to provide all services as indicated in the Advertisement for:

CALL FOR PROPOSALS: PROVISION OF SERVICES FOR THE CURBSIDE COLLECTION AND TRANSPORTATION OF SOURCE-SEPERATED SOLID WASTE: MUNICIPALITY OF THE DISTRICT OF BARRINGTON 2023.

(2) Declare that:

No person, firm or corporation, other than the Proponent, has any interest in this Proposal, or in the proposed contract for which this Proposal is made and to which it relates.

This Proposal is made by the Proponent without any connection, knowledge, comparison of figures or arrangement with any other person, or persons making a Proposal for the same work and is in all respects fair and without collusion or fraud.

No member of the Municipality of the District of Barrington Council or officer or employee of the Municipality or of Region 6 Solid Waste Management is, will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety, otherwise, how so ever, in or in the performance of the said Contractor, or in the supply of works or business thereof, or in any of the monies to be derived there from.

I (we) propose to engage our own forces on all of the various sections of the works:

Yes  No



The awarding of the contract, based on this Proposal, by the said Municipality, shall constitute and be acceptance of this Proposal.

If this Proposal is accepted, as aforesaid, I (We) shall forthwith furnish a Performance Bond for the proper fulfillment of the Contract as required under the terms of the Instruction to Proponents, and shall provide insurance certificates and shall execute the Contract and provide copies of the Performance Bond in duplicate, in a form satisfactory to the Municipality, within ten (10) working days after being notified to do so.

Should I (We) for any reason, default or fail in respect to any matter or thing herein contained, the Municipality shall be at liberty to retain the deposits forfeited to the use of the Municipality as liquidated damages, and to accept any other Proposal, or advertise for new Call for Proposals, or carry out any work or works, or do anything which is set out or called for in this Call for Proposals in any other way as the Municipality may in its sole discretion deem best.

Should I (We) fail to complete the Contract within the specified time, or specified time as may be amended, I (We) shall pay to the Municipality as liquidated damages and not as a penalty, such amount of money, which actually represents such damages, for each day that the work remains incomplete up to the specified completion date.

It is a condition of the call for Proposals and of the Contract to be subsequently awarded that:

In the hiring and employment of labour, the Proponent shall not refuse to employ or otherwise discriminate against any person in regard to employment because of that person's race, sex, national origin, colour, religion or political affiliations, nor because the person has made a complaint or given information with respect to an alleged failure to comply with the provisions of this clause.

Nothing done, performed or supplied, by or under the contract, or in pursuance thereof, by this contract or any implied contract, shall be binding upon the Municipality, nor shall the Municipality be, in any way, liable for anything so done, performed or supplied, until first of all the Contract documents have been signed and the Corporate Seal of the Municipality duly affixed thereon.

(4) Hereby:

Enclose with this Proposal a certified cheque, Proposal bond, or irrevocable statement of commercial credit from the Proponent's Chartered Bank made payable to the Municipality of Barrington, in the amount of \$5,000.00.

NOTE:

If the Proposal is submitted by, or on behalf of, an incorporated company, the Proposal shall be signed in the name of such company by the duly authorized officers thereof who shall also subscribe their own names and offices. The seal of the company where it exists shall be affixed over their signatures.

If the Proposal is submitted by, or on behalf of, an individual or a partnership, a seal where it exists shall be affixed opposite the signatures of the individual or the partner.

**b. Financial, Insurance, Experience, Equipment, Parking and Maintenance, Personnel, Work and Contingency Plan**

The following information on my(our) financial status, ability to get insurance, experience, equipment, facilities parking and maintenance, contingency plan, personnel and brief work plan for meeting Proposal requirements regarding collection schedules and utilization of equipment follow.

The following Forms are to be completed by the Proponent, however, if more space is needed, additional sheets are acceptable and any additional sheets are to be initialed and dated by an authorized person.

*Financial*

As to financial status from whom the Municipality may confidentially receive financial details on our business:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

*Insurance*

The insurance company who has agreed to provide us with the insurance.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

*Experience*

Our experience in the solid waste curbside collection field or comparable field over the last five (5) years is as follows:

Contract \_\_\_\_\_

Description \_\_\_\_\_

Location \_\_\_\_\_

Contact \_\_\_\_\_

Telephone \_\_\_\_\_

Dates From/To \_\_\_\_\_

*Equipment*

The plant and equipment that will be used on this Contract for the Areas contained in my(our) Proposal is as follows (Note: Proponents may submit additional information on their collection equipment as part of their Proposal as long as it is accompanied by a letter indicating it is part of their Proposal and includes the Call for Proposals Title and Proponent's name):

Equipment Type	Model Number	Capacity	Date Manufactured

*Parking and Maintenance*

The home base for parking and maintenance facilities for the equipment used under this Contract is as follows:

Parking Only (Civic Address): \_\_\_\_\_

Parking and Maintenance (Civic Address): \_\_\_\_\_

Maintenance Only (Including Washing) (Civic Address): \_\_\_\_\_

*Personnel*

Our supervisory staff (and their years of experience in this type or similar type of work) to be assigned to this Contract are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Work and Contingency Plan*

Please provide a brief description indicating how you intend to carry out the work as described herein in respect to equipment and the number of pieces of equipment to be utilized and in what Areas given the existing collection schedules.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



April 1, 2026 - March 31, 2027 \$ \_\_\_\_\_

April 1, 2027 - March 31, 2028 \$ \_\_\_\_\_

d) Fall Clean-Up

Lump sum price excluding HST

April 1, 2023 - March 31, 2024 \$ \_\_\_\_\_

April 1, 2024 - March 31, 2025 \$ \_\_\_\_\_

April 1, 2025 - March 31, 2026 \$ \_\_\_\_\_

April 1, 2026 - March 31, 2027 \$ \_\_\_\_\_

April 1, 2027 - March 31, 2028 \$ \_\_\_\_\_

e) Fuel Surcharge Adjustment

Benchmark Diesel Fuel Base Rate \$ \_\_\_\_\_ per litre

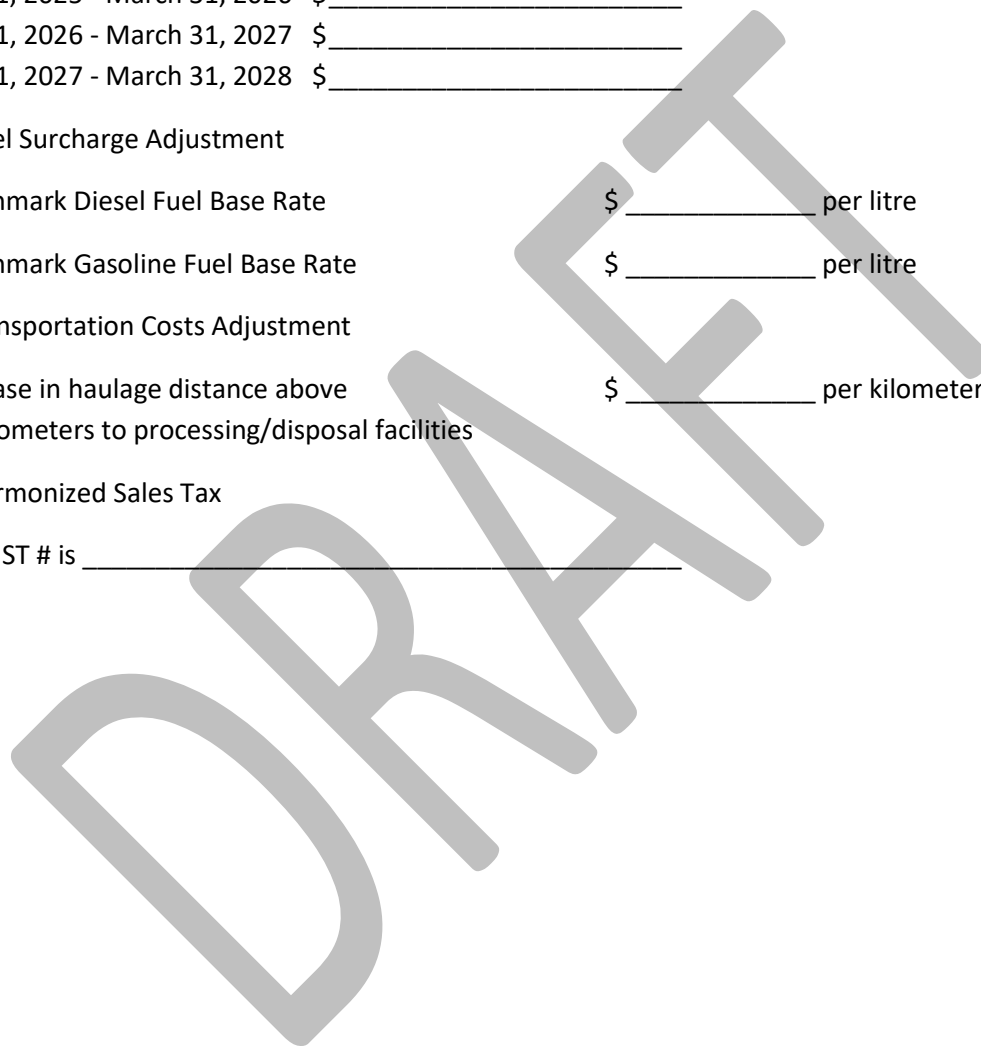
Benchmark Gasoline Fuel Base Rate \$ \_\_\_\_\_ per litre

f) Transportation Costs Adjustment

Increase in haulage distance above 20 kilometers to processing/disposal facilities \$ \_\_\_\_\_ per kilometer

g) Harmonized Sales Tax

Our HST # is \_\_\_\_\_



**d. Execution**

In witness thereof the Contractor has hereunto set his hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
ADDRESS OF CONTRACTOR

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
AUTHORIZED SIGNING OFFICER

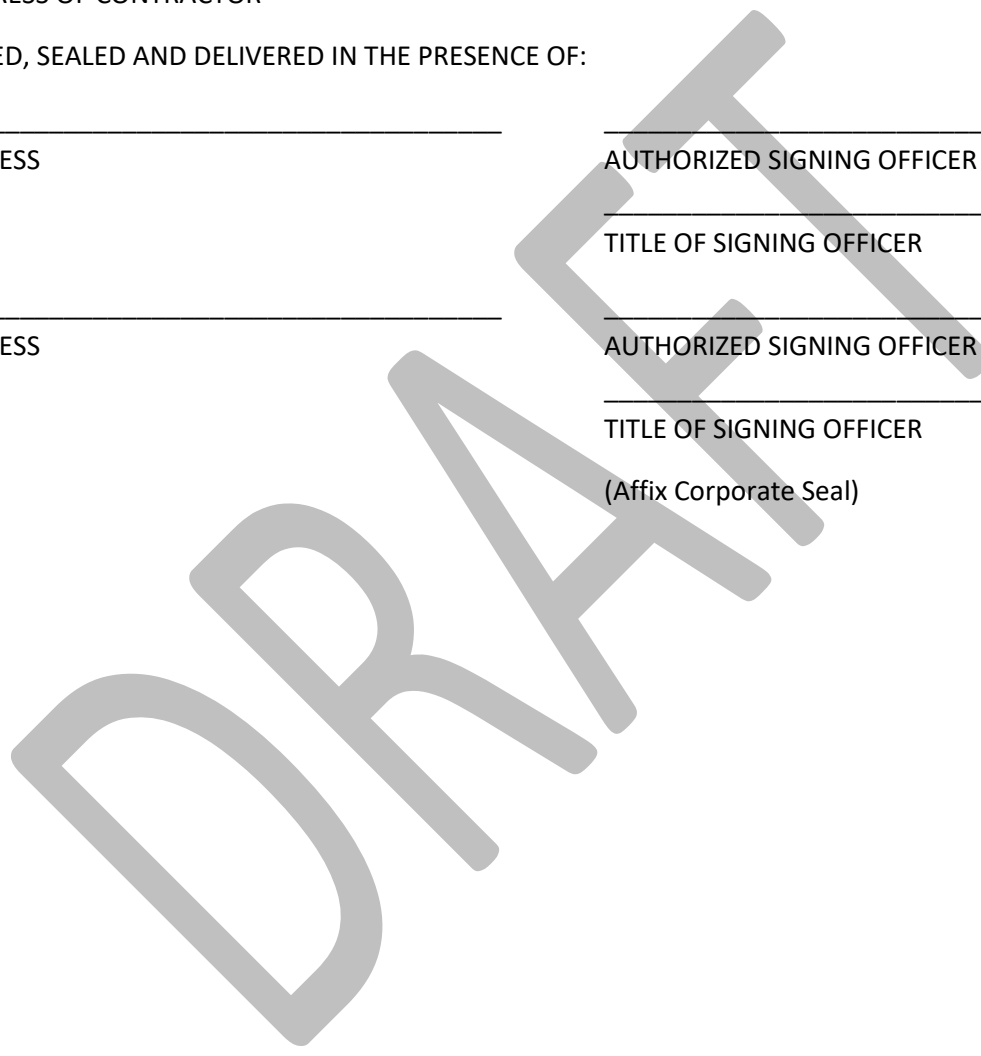
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WITNESS

\_\_\_\_\_  
AUTHORIZED SIGNING OFFICER

\_\_\_\_\_  
TITLE OF SIGNING OFFICER

(Affix Corporate Seal)



### **APPENDICES**

Appendix A – Agreement to Provide Performance Bond

Appendix B – Municipality of the District of Barrington’s By-Law 8: Solid Waste Resource Collection and Disposal By-Law

Appendix C – Daily Log, Compliance Issues and Customer Complaints Report

Appendix D – Municipality of Barrington Road List - Private, Municipal, Provincial

Appendix E – Current Waste Collection Schedule

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**APPENDIX A**

**AGREEMENT TO PROVIDE PERFORMANCE BOND**

We, the undersigned Surety Company, do hereby consent and agree to become bound to the Owner as Contract Surety for the Proponent:

\_\_\_\_\_  
Proponent

\_\_\_\_\_  
Proponent Address

in a performance bond in the amount of \$40,000.00 when Proponent is submitting a proposal.

We, the undersigned Surety Company further agree that the performance bond is for the due and proper performance of the work provided for in the contract subject to the terms and conditions of the contract.

For the area proposed by the Proponent and accepted by the Municipality. We, the undersigned Surety Company, further agree to furnish the Municipality with the said Performance Bond in the amount and form specified herein within 10 business days of notification and acceptance of the Tender of the Proponent by the Municipality.

We, the undersigned Surety Company hereby declare that we are duly licensed to carry out business in the province of Nova Scotia.

The Performance Bond in the form and amount specified herein shall be maintained in good standing by the successful Proponent for the duration of and until the entire fulfillment of the contract. Within each twelve-month period of the contract, the successful Proponent shall submit a certificate to the Owner showing that the Performance Bond in the form and amount specified herein remains in effect.

As witness our Corporate Seal, testified by the hand of the proper Officer there unto duly authorized.

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Surety Company address

\_\_\_\_\_  
Name and title of Surety Company Officer

\_\_\_\_\_  
Signature and Corporate Seal

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Note: One copy of the completed Agreement to Provide Performance Bond shall become part of the Call for Proposal submission.

APPENDIX B



BY-LAW NO. 8  
SOLID WASTE RESOURCE COLLECTION AND DISPOSAL BY-LAW

**Title and Purpose**

This by-law shall be known as the Waste By-law. The intent of this by-law is to provide for and regulate a solid waste management program for the Municipality of the District of Barrington.

**Part 1 Definitions**

In this by-law:

1. ***“administrator”*** means the person appointed by the Chief Administrative Officer of the Municipality to administer this by-law or their designate;
2. ***“adverse effect”*** means an effect that impairs or damages the environment, the health of humans or the reasonable enjoyment of life or property;
3. ***“asbestos”*** means asbestos waste as defined in the Asbestos Waste Management Regulations made under the Nova Scotia Environment Act, S.N.S. 1994-95, c. 1, as amended;
4. ***“backyard composting”*** means the composting at a residential property of organic solid waste, comprised of leaf and yard waste and food, but excluding meat, fish, eggs or dairy products, where:
  - a. the waste is generated by the residents of the property or neighbouring properties or both; and
  - b. the annual production of compost on any property lot does not exceed 10 cubic meters.
5. ***“box board”*** means cereal boxes, shoe boxes, tissue boxes, detergent boxes, cracker boxes, cookie boxes, baking product boxes and frozen food boxes or other similar items, toilet paper rolls and paper towel rolls or other similar items;
6. ***“bulky item”*** means large items of a household nature including but not limited to furniture, stoves, refrigerators, dishwashers, mattresses, bed springs, hot water tanks, toys, bicycles and lawn furniture and porcelain bathroom items such as toilets and sinks but excluding compostable materials, paper household waste, blue bag recyclables, household hazardous waste, designated electronic products, Christmas trees and asphalt shingles;
7. ***“CAO”*** means the Chief Administrative Officer of the Municipality of the District of Barrington;
8. ***“chlorofluorocarbons”*** and ***“hydrochlorofluorocarbons”*** means an ozone depleting substance that is required under the Ozone Layer Depletion Regulations of the Province

of Nova Scotia to be removed in a controlled fashion to prevent its release into the environment and is a substance found in refrigeration and cooling units;

9. **“collector”** means a licensed individual or company that collects and disposes of residual waste, recyclables or compostable material or combination thereof to designated solid waste management facilities;
10. **“commercial container”** means any container used for the storage of properly separated waste materials excluding household hazardous waste generated from institutional, commercial, industrial or other premises within the Municipality which waste exceeds the maximums or is outside the types of waste allowed on regular or special collection days as outlined elsewhere in this By-law and which container is designed to be emptied by, and the waste transported by a collector;
11. **“composting”** means the biological decomposition of organic materials, substances or objects under controlled circumstances to a condition sufficiently stable for nuisance-free storage and for safe use in land applications as identified by the Nova Scotia Environment’s Solid Waste Management Resource Regulations;
12. **“construction and demolition debris”** (C&D) means materials which are normally used in the construction of buildings, structures, roadways, walls and other landscaping material and includes, but is not limited to solid, asphalt, brick, mortar, drywall, plaster, cellulose, fiberglass fibers, gyproc, lumber, wood, asphalt shingles and metals – regardless of whether such left-over material is regulated by the Province of Nova Scotia or meets the definition of “C & D Debris” in the N.S.E. 1997 Guidelines for same;
13. **“contaminant”** means a substance that causes or may cause an adverse effect;
14. **“contaminated soil”** means any soil which has been exposed to an organic or inorganic contaminant in excess of standards prescribed or adopted by the Minister and that has caused, is causing or may cause an adverse effect;
15. **“Council”** means the Council for the Municipality of the District of Barrington;
16. **“dwelling or dwelling unit”** means a self-contained portion of a building occupied as a residence with rooms or series of rooms operated as a housekeeping unit, used or intended to be used as a domicile by one or more persons and usually containing cooking, eating, living, sleeping and sanitary facilities;
17. **“dispose”** means the actions of dumping, abandoning, placing or leaving or the causing or permitting of any of these actions with respect to any waste on any property anywhere within the Municipality;
18. **“Enforcement Officer”** for the purpose of this by-law, the Enforcement Officer shall be the By-law Enforcement Officer of the Municipality of the District of Barrington, assigned or appointed by the CAO;

19. **“electronics”** means any electronic device that is acceptable under the provincial Electronic Products Recycling Association (EPRA) program. The list of items under this category may change from time to time, as determined by EPRA.
20. **“eligible premises”** means those properties within the Municipality, which are eligible for collection services – up to the maximum restrictions, outlined elsewhere in this By-law;
21. **“hazardous waste”** means waste that may be harmful to humans, animals, plant life or natural resources;
22. **“hospital and pharmaceutical waste”** means waste generated at hospitals, clinics, pharmacies, veterinary clinics, dentist offices and includes, but is not limited to used needles, drugs, dressings, excluding pathological waste;
23. **“household hazardous waste”** means waste of a potentially hazardous nature typically generated in residential households ;
24. **“industrial/commercial/institutional waste or IC&I waste”** means waste generated in the IC&I sector including campgrounds, multi-dwellings or buildings;
25. **“leaf and yard waste”** means vegetative matter resulting from gardening, horticulture, landscaping or land clearing operations, including materials such as tree and shrub trimmings, plant remains, grass clippings, leaves, trees and stumps, but excludes construction and demolition debris or contaminated soil or any other organic material that has been contaminated;
26. **“litter”** means any solid waste material left or abandoned in a place other than a container or place intended or approved for receiving such material, including solid waste material that may, intentionally or unintentionally, exit from a moving or stationary vehicle;
27. **“Minister”** means the Minister of Environment for the Province of Nova Scotia;
28. **“multi-unit apartment building”** means a residence that contains more than one dwelling unit; (duplexes, residential home with an apt,)
29. **“municipal solid waste management facility” or “municipal resource management facility”** means a site identified by the Municipality for receiving, storing, sorting, processing, transferring or disposing of designated solid waste;
30. **“Municipality”** means the Municipality of the District of Barrington;
31. **“opaque”** means not transparent.
32. **“organics”** means food scraps and spoiled or waste food or foodstuff including vegetable peelings, meat, fish, eggs, bones, waste food products, wet and soiled paper products, leaves and grass clippings, branches and bushes, together with such other compostable materials as may be identified in public education documents distributed by the Municipality from time to time and by N.S.E.’s Regulations Respecting Solid Waste-Resource Management, November

- 1995, as amended or other successive solid waste legislation;
33. **“organics cart”** means a wheeled cart designed to be emptied by hydraulic lifting device and approved by the Municipality for the storage and municipal collection of compostable materials;
34. **“waste storage container”** means any container used for the storage of waste at roadside. It must be accessible to the municipal waste collector and must be weather-tight, animal proof and constructed such that waste remains in a source separated condition;
35. **“occupant”** means any person who, in addition to or instead of the owner, resides in or is the lessee of, whether by way of verbal or written lease or other arrangement, a building or on a property located within the Municipality and includes any assignee or legal representative of same.
36. **“owner”** includes an individual or an incorporated body including the owner of property and includes a part owner, joint owner, tenant in common or joint tenant of the whole or any part of land or building and, in the case of the absence or incapacity of the person having title to the land or building, a trustee, an executor, a guardian, an agent, a mortgagee in possession or a person having the care or control of the land or building; and, in the absence of proof to the contrary, the person assessed for the property;
37. **“paper”** means newspaper, flyers, magazines, catalogues, boxboard, flattened corrugated cardboard, bond paper, computer paper, hard cover books, telephone and other soft cover books, file folders – both traditional and expandable envelopes (other than padded or bubbled envelopes), non-metallic wrapping paper and paper egg cartons, Third Class Mail and other materials as are identified, from time to time, by N.S.E’s Regulations Respecting Solid Waste – Resource Management, November 1995, as amended or other successive solid waste legislation;
38. **“public education documents”** includes newspaper, radio and local television advertisements, information posted to the Municipality’s website and social media and newsletters, pamphlets, flyers or other material circulated electronically or by ordinary mail or delivery by or for the Municipality;
39. **“recyclables”** means redeemable beverage containers, steel, tin or aluminum food containers or cans, glass food containers, jars and bottles, low density polyethylene bags and packaging, high density bags, containers and packaging, polycoat containers for milk, milk products, soya milk, concentrates or other liquids or powders, tetrapacks together with such other plastic recyclable materials as may be identified in public education documents distributed by the Municipality from time to time;
40. **“recyclable material”** means recyclable paper materials and recyclables as defined in this by-law;
41. **“residual waste”** means waste other than;

- a. recyclable material;
  - b. compostable materials;
  - c. leaf and yard waste; and
  - d. electronics;
  - e. tires
  - f. empty paint cans
  - g. oil, glycol, fluids and containers
  - h. any other waste that is prohibited from disposal by way of municipal collection or at a municipal solid waste management facility designated for residual waste by this By-law or by the Minister;
42. **“roadside”** means that portion of the public or municipal road right-of-way between the travelled portion or parking area and the property line which parallels the center line of the road;
43. **“solid waste”** means residual waste, recyclable material and compostable material, bulky waste, construction or demolition materials, household hazardous waste, residual waste – all as defined herein and any other waste or discarded tangible personal property but excludes wastes from any industrial activity regulated by way of an approval under the Environment Act as well as any other type of waste defined in this by-law;
44. **“source separated waste”** means waste which has been separated “at source”, i.e. at the point of generation into the three waste separation streams to facilitate their reuse, recycling, composting or disposal as defined elsewhere in the by-law;
45. **“tires”** means tires that are not designated under the Province of Nova Scotia’s tire recycling program;
46. **“unacceptable waste”** means all material other than collectable waste, without limiting the generality of the foregoing, includes:
- a. Highly combustible or explosive materials including, without limiting, flares, fireworks, celluloid cuttings, motion picture film, oil or gasoline soaked rags, gas containers, chemicals, acids or other combustible residues, ammunition, dynamite, or other similar material;
  - b. Materials that are considered pathogenic or biomedical including, without limiting dressings, bandages or other infected materials or sharps discarded in the course of the practice of physicians, surgeons, dentists or veterinarians;
  - c. A whole or part carcasses of domestic ruminants, including cattle;
  - d. Waste listed or characterized as hazardous by any Federal or Provincial law- other than household hazardous waste as defined herein;
  - e. Electronics;

- f. Solid waste generated, or originating from, outside the Municipality without prior approval;
- g. Liquid waste or material that has attained a fluid consistency and has not been drained;
- h. Soil, rocks and stumps;
- i. Construction or demolition materials (as defined herein) – other than the exception as allowed under the definition of “bulky items” in this By-law;
- j. Septic tank pumping, raw sewage or industrial sludge;
- k. Radioactive materials
- l. Contaminated soil;
- m. All passenger tires up to 24.5 inches as per the Tire Management Program administered by Divert Nova Scotia;
- n. Industrial waste from factories or manufacturing processes;
- o. Manure, kennel waste, excreta, fish processing waste;
- p. Lead-acid automotive batteries and propane tanks
- q. Waste which has been placed for collection but not in accordance with the provisions of this By-law; and

47. Materials banned from landfill disposal by the N.S.E. Regulations Respecting Solid Waste-Resource Management, November 1995, as amended-other than recyclable materials or organic materials from eligible premises.

#### **Part 2 Rebuttable Presumption**

1. If Solid Waste that is deposited or placed in contravention of this by-law bears or contains evidence that it originated from a particular residence, person within a residence, premises, or vehicle, the owner and/or occupant of the residence, premises or vehicle shall be presumed to have disposed of, or caused or permitted the disposal of, the Solid Waste. This presumption may be rebutted by evidence to the contrary on a balance of probabilities.

#### **Part 3 Administration and Enforcement**

1. The Chief Administrative Officer shall appoint an Administrator to administer this by-law;
2. The By-law Enforcement Officer(s) appointed by the Municipality shall enforce this by-law;
3. For the purpose of the administration of this by-law the administrator, By-law Enforcement Officer(s), or an agent or employee of the Municipality may at any reasonable time enter and inspect any land or premises, other than a dwelling or a room being used as a dwelling to determine compliance with this by-law and policies made

under this by-law, including the right to inspect waste, residual waste and any waste storage;

4. The Administrator, by a directive in writing, may direct any person to do any act in order to comply with the provisions of this by-law or any policy made pursuant to this by-law in the manner and within the time specified in the written directive.
5. Any written directive signed by the Administrator is effective if delivered personally to the person named in such directive or if sent by prepaid post or facsimile or email transmission to the most recent known address of the person named and shall be deemed to have been received by such person, in the case of facsimile or email transmission on the date after it was sent and in the case of prepaid post, on the third day after it was sent unless receipt of same is acknowledged.
6. It shall be an offence for any person to fail to refuse to comply with a written directive signed by either the Administrator or By-law Enforcement Officer pursuant to this by-law;

#### **Part 4 Disposal of Solid Waste**

1. Every owner or occupant shall dispose of solid waste in accordance with this by-law:

#### **Part 5 Illegal Dumping**

1. Except for the placement of solid waste for collection in accordance with this by-law, no person shall deposit, cause to be deposited or permit to be deposited solid waste or unacceptable waste at any place in the Municipality other than at an approved solid waste management facility designated for the applicable type of solid waste or any other site authorized by the Municipality for the receipt of that type of solid waste.
2. No person shall, dispose of, cause or permit the disposal of, or place for collection, solid waste on a property unless they are the owner or occupier of that property or have obtained the consent of the owner or occupier.
3. No person shall dispose of, or cause or permit the disposal of, any unacceptable waste or rejected solid waste in, at or near a container or box for storage of solid waste or the collection placement spot for another owner or occupant.
4. Notwithstanding the above the following depositing activities are permissible:
  - a. backyard composting, provided that:

- i. the composting container or pile is not located within 10 meters of any window or door of a structure on an adjacent property; and
  - ii. the activity is carried out in such a manner as to not constitute a nuisance.
- b. the concentrated disposal of trees, brush or portions thereof or other farm or forestry waste by decay on forest or farm land, provided this activity is carried out in compliance with all applicable laws of the Province of Nova Scotia.

**Part 6 Waste Deemed to be Placed for Collection**

1. Where an owner or occupant places any form of solid waste at or near a roadside, the Solid Waste shall be deemed to have been placed for collection, and the Municipal Collector may collect it.

**Part 7 General Prohibitions**

1. No person shall pick over, remove, collect, disturb or otherwise interfere with any type of solid waste which has been placed out for collection.
2. The prohibitions in the above two sections do not apply to:
  - a. the person who placed the solid waste for collection; or
  - b. bulky items as is authorized to be placed for collection under this By-law.
3. No person shall dispose of any type of solid waste by burning of same.
4. No person shall place any type of solid waste generated from outside the Municipality for collection at a designated collection location for an owner within the Municipality.
5. No person shall release or cause litter to be released into the environment, except in accordance with this by-law;
6. No owner or occupant shall permit or authorize the accumulation of solid waste on or around a property including uncollected solid waste to remain on or around property other than in a storage container or collection box.
  - a. Where an owner or occupant permits the accumulation of solid waste contrary to the by-law, the Administrator may enter the property to collect and dispose of the accumulated solid waste, the expense of which will be charged to the owner or occupant.
  - b. For greater clarity, the Administrator may enter the property to collect and dispose of any uncollected solid waste scattered by animals, pests or weather that an owner or occupant fails to remove and the Administrator may

recover the costs of such work from the owner or occupant of the property.

**Part 8 Disposal at Municipal Solid Waste Management Facilities**

1. No person shall place, cause to be placed or permit to be placed at, in or on a municipal solid waste management facility any material or quantity of material in contravention of:
  - a. this by-law or any policy of the Municipality concerning the use of a municipal solid waste management facility, including without limitation any waste diversion policies requiring the diversion of particular types or quantities of solid waste from particular types of municipal solid waste management facility;
  - b. the direction of the operator or staff of a municipal solid waste management facility with respect to the type, method, volume, weighing, measuring, time, location or any other conditions for the placement of solid waste; and
  - c. any federal or provincial law, including any law requiring the diversion of particular types or quantities of solid waste from particular types of solid waste management facilities.
2. No person shall place, cause to be placed or permit to be placed any solid waste at or adjacent to a municipal solid waste management facility when the facility is not open or when the operator or staff of the municipal solid waste management facility refuses to accept any loads or items of solid waste;
3. No person shall place, cause to be placed or permit to be placed in a municipal solid waste management facility any solid waste:
  - a. that is not separated as required by this by-law;
  - b. that is falsely or misleadingly presented or packaged as solid waste of a particular origin; or
  - c. that is concealed within or inter-mingled with solid waste of another kind, type, stream or place of origin;
  - d. for greater certainty, solid waste that is:
    - i. not permitted to be placed for collection or to be delivered to a municipal solid waste management facility pursuant to this by-law; or
    - ii. generated outside the Municipality may not be disposed of at a municipal solid waste management facility except where the

Municipality or the operator of a municipal solid waste management facility has given a person written approval to do so in advance.

**Part 9 Municipal Collection**

1. Owners and occupants of every property in the Municipality that is eligible for municipal collection shall ensure that all solid waste is properly stored as outlined elsewhere in this by-law and placed for collection and disposal;
2. Council may provide for general municipal collection of solid waste by its own employees or by a contractor in some or all areas of the Municipality;
3. Owners and occupants of property in the Municipality that is not eligible for municipal collection are responsible for providing for the lawful collection and disposal of all solid waste in accordance with this by-law and for paying any associated collection, disposal or tipping fees;
4. For greater certainty, owners and occupiers of every property in the Municipality that are not eligible for municipal collection are responsible for separating solid waste in accordance with this by-law.

**Part 10 Special Collections**

1. Council may, at its discretion,
  - a. provide for special municipal solid waste collections on an occasional basis; or
  - b. provide for municipal collection from a drop-off site of particular types of solid waste, such as discarded Christmas trees, bulky items not eligible for regular municipal collection, leaf and yard waste, household hazardous waste or other specified solid waste.
2. When providing for special collections pursuant to this by-law, Council may limit such special collection to:
  - a. particular areas of the Municipality;
  - b. properties containing not more than a specified number of residential households; or
  - c. properties generating industrial waste of a particular type or size or generating not more than a specified volume of solid waste.

**Part 11 Private Collection**

1. No person, other than the Municipal Waste Collector, shall engage in the business of

removing or collecting solid waste within the Municipality, unless he holds a valid license from the Municipality to do so.

2. A license issued under this By-law shall be valid until the first day of May following the date of its issue, unless sooner revoked or suspended as a result of violating requirements of this By-law.

**Part 12 Separation and storage**

1. Owners and occupants of every property in the Municipality shall separate solid waste at the time and place of generation into the following waste streams;
  - a. compostable material;
  - b. recyclable materials;
  - c. residual waste;
  - d. solid waste of any type which is only accepted on the occasion of special collections shall be separated in its own waste stream.
2. Owners and occupants of every property in the Municipality shall ensure that all solid waste is separated in accordance with this by-law and remains separated and uncontaminated by any other type of solid waste;
3. For greater certainty, the obligations to separate and maintain separation of solid waste extends to owners, management and staff of restaurants, stores, parks, campgrounds, and other establishments serving the public, which must also provide containers to facilitate separation and non-contamination of solid waste streams by owners, management, staff and clientele as appropriate for the type of establishment;
4. Owners and occupants of every property in the Municipality shall provide sufficient and adequate space and containers for the storage and disposal of any solid waste which may accumulate from time to time on the property;
5. Without limiting the generality of sections above, owners and occupants of every property in the Municipality shall provide space and containers in accordance with the following provisions:
  - a. compostable material shall be stored in organics carts or in other containers that are:
    - i. waterproof;
    - ii. impervious to domestic and wild animals and rodents;
    - iii. designed to avoid the entrapment of any person;

- iv. placed or kept as far as possible from any window or door situated on an abutting or adjacent property, but preferably at a distance of at least 10 meters;
  - b. recyclable materials and residual waste shall be stored inside buildings or in containers that are:
    - i. waterproof;
    - ii. impervious to domestic and wild animals and rodents;
    - iii. designed to avoid the entrapment of persons;
    - iv. capable of accommodating the quantities of source-separated waste generated between collections at that location;
    - v. designed and constructed such that waste remains in a source-separated condition;
    - vi. easily accessible to the occupants;
    - vii. safe for its intended uses;
    - viii. in the case where collection is provided at the storage location, accessible to the collection truck;
- 6. No person shall permit the spillage, blowing or scattering of wastes within the Municipality.
- 7. Owners and occupants of every property in the Municipality that is eligible for municipal collection of solid waste are responsible for keeping all containers in a clean and useable state and to ensure that they are maintained so as to not become a nuisance.
- 8. IC&I and multi-unit residential bulk commercial containers used for the collection or storage of solid waste;
  - a. shall be sturdily constructed, waterproof and impervious to domestic and wild animals and rodents;
  - b. shall be designed to avoid the entrapment of all persons;
  - c. shall be accessible to the occupants and safe for its intended users;
  - d. shall be equipped with a tightfitting lid with a positive closing device which shall be kept closed except when the container is being loaded or unloaded;
  - e. shall be kept clean and in good state of repair;
  - f. shall not be loaded in a manner which permits waste to extend beyond the internal volume of the container when the lid is closed;
  - g. shall be labeled for the purpose of identifying what materials the container contains;

- h. shall have sufficient space or sectioning to store solid waste separated in accordance with the provisions of this by-law in such a manner that can ensure that separated solid waste remains separated and uncontaminated by other types of solid waste;
      - i. in the case where collection is provided at the storage location, container must be accessible to the collection truck.
- 9. Owners and occupants of premises serviced by a bulk commercial container shall:
  - a. keep the area surrounding the container free from any type of waste; and
  - b. provide instruction to any tenants, visitors or employees to ensure proper separation and disposal;
- 10. Any solid waste that is a bulky item that has a door, lid or other apparatus that enables the bulky item to be closed, including but not limited to refrigerators and freezers, shall either be stored inside an enclosed, locked or childproof building or shall have their door, lid or other closing apparatus removed from the bulky item.

**Part 13 Rules for Municipal Collection**

- 1. Except as authorized by the Municipality from time to time, including but not restricted to public education documents published in connection with special collection days, persons placing solid waste for municipal collection shall comply with the following:
  - a. solid waste shall be placed for collection at roadside edge directly in front of the property that is the source of the solid waste and shall be placed in such a manner as to interfere as little as possible with pedestrian traffic and snow removal, the distance shall not exceed 3 meters from the edge of the travelled portion of the roadway, unless otherwise directed by the Municipality;
  - b. solid waste shall be placed for collection by 7:00 a.m. on the day of collection;
  - c. solid waste shall not be placed for collection more than 1 day before the collection date for that property and for the appropriate type or stream of solid waste;
  - d. during special collections, materials for roadside collection shall be set out no earlier than 7 days prior to a special collection;
  - e. uncollected solid waste and any solid waste scattered by animals, pests or weather shall be removed by the owner or occupant of the property from

which that solid waste was placed for collection not later than 9:00 p.m. on the collection date of that property;

- f. residual waste collection containers and organic collection carts shall be removed from the roadside by the end of collection day, except in the case of waste storage containers. Waste storage containers shall comply with this by-law. Organics collection carts shall be removed from roadside and stored on premises. The cart shall be secured to prevent it from being blown into the roadway.
- g. residual waste shall be placed for collection in securely tied, plastic, waterproof bags, 2 of which may be opaque bags (black, green, white, etc.). All remaining residual waste must be in clear bags. No bag shall exceed a weight of 15 kilograms. Not more than a combined total of 5 bags, consisting of bags of residual waste and bags of recyclables, shall be placed for collection on any one collection day;
- h. recyclable materials shall be placed for collection in securely tied, blue tinted, plastic, waterproof bags and shall not exceed a weight of 15 kilograms per bag. Not more than a combined total of 5 bags, consisting of bags of residual waste and bags of recyclables, shall be placed for collection on any one collection day;
- i. residual waste and recyclable material may be placed for collection in waste collection boxes located on the roadside, provided that:
  - i. all residual waste and recyclable material are properly bagged as required by this by-law;
  - ii. the box is impervious to domestic and wild animals, rodents, insects and is designed to avoid the entrapment of persons;
  - iii. the box has a securely hinged lid or lids;
  - iv. the box has a support to hold the lid open while the contents are being emptied;
  - v. the box is not buried by snow and ice to the extend that it cannot be collected in a safe manner by the municipal collector;
  - vi. the solid waste is placed within the box in accordance with all other requirements of this by-law, including separation of solid waste streams and placement in specified bags.
- j. All compostable materials as defined by Council from time to time shall be placed in a green cart, kitchen bin, compostable brown bag or biodegradable plastic bag bearing the BPI tree and leaf symbol and placed at roadside for collection on the designated collection day. One green cart is permitted per household.

- i. Compostable material and organics shall be placed for collection in organics carts containing a load weight of no more than 100 kg, bundles of brush securely tied and weighing no more than 15 kg with no individual pieces of material greater than 5 cm in diameter or longer than 1.2m;
- k. Bulky items may be placed at roadside for collection, provided that:
  - i. maximum of 1 bulky item shall be collected from all dwellings and commercial, industrial and institutional establishments within the Municipality on a daily basis at the same time as the municipal waste collection. Bulky items shall include refrigerators, stoves, washing machines, furniture, mattresses, rugs, etc.
  - l. In the case of multi-unit apartment buildings, the owner shall provide a storage enclosure for source separated waste in an easily accessible location on the building's property for tenants. Waste shall be placed at roadside for collection in-keeping with maximum IC&I collection limits. The building owner is responsible to provide waste collection for all waste exceeding municipal limits;
  - m. Collection will only take place on public or municipal streets and roads which are maintained by Nova Scotia Transportation and Active Transit (NSTAT) or the Municipality. For all other roads the source separated waste must be brought to the nearest intersection with a public street or road and placed in accordance with this by-law for collection or to a drop off depot provided by the Municipality.

#### **Part 14 Inspection and Rejection Guidelines**

1. Waste set out for collection shall be subject to inspection by the municipal collector or by the Administrator, By-law Enforcement Officer or an agent, or employee of the Municipality. Waste found not to be source separated according to this by-law may be rejected and not collected;

#### **Part 15 Owner and Occupant Responsibilities**

1. The responsibility for the management of waste in industrial, commercial & institutional (IC&I) premises, multi-unit dwellings, and campgrounds is shared by the property owner and the occupant as follows:
2. Property owner's responsibilities
  - a. The property owner shall:

- i. provide waste storage as set out in this by-law;
- ii. ensure that waste is placed at roadside by 7:00 a.m. for municipal collection on collection day;
- iii. maintain waste storage in a clean and tidy condition at all times, both inside and outside, including immediate surroundings;
- iv. ensure that collection containers and uncollected waste, including litter produced from set out waste by pests, weather conditions or otherwise are removed from roadside by the end of collection day; and
- v. abide by all directives of the By-law Enforcement Officer with regards to the handling of waste.

**Part 16 Occupant's responsibilities**

1. The occupant shall:
  - a. sort all waste generated in the occupant's unit as provided for in this by-law;
  - b. between collections, place sorted materials in the storage provided by the property owner; and
  - c. abide by all directives of the By-law Enforcement Officer with regards to the handling and sorting of waste.

**Part 17 Industrial, Commercial & Institutional (IC&I)**

1. The property owner or occupant of premises which generate IC&I waste shall either personally or by employees, contractors or agents and in compliance with all applicable Federal, Provincial and Municipal laws, promptly remove and dispose of such waste exceeding limits collected by the Municipality.
  - a. Residual waste shall be placed for collection in securely tied, plastic waterproof bags, five of which may be opaque bags (black, green, white, etc.), all remaining residual waste must be in clear bags and shall not exceed a weight of 20 kilograms per bag. Not more than a combined total of 12 bags, consisting of bags of residual waste and bags of recyclables, shall be placed for collection on any one collection day;
  - b. recyclable materials shall be placed for collection in securely tied, blue tinted, plastic, waterproof bags and shall not exceed a weight of 20 kilograms per bag. Not more than a combined total of 12 bags, consisting of bags of residual

waste and bags of recyclables, shall be placed for collection on any one collection day;

- c. organic waste shall be placed for collection in green carts. No more than 2 green carts shall be permitted per premise.

#### **Part 18 Commercial Containers**

1. Any person who supplies and/or uses a commercial container for temporary storage of waste shall ensure that such commercial container;
  - a. is sturdily constructed of weatherproof and animal proof material and is capable of containing the material deposited within;
  - b. is equipped with a tightfitting lid with a positive closing devise which shall be kept closed except when container is being loaded or unloaded; and
  - c. is cleaned out regularly, as necessary, to avoid the build-up of odours.
2. The owner of any premises on which a commercial container is placed shall ensure that:
  - a. any such container is kept in a manner that is not unsightly and does not cause a nuisance or health related problem; and
  - b. that the area around the container is maintained free from litter and waste.
3. No person shall place waste in any commercial container without permission of the owner of the container;
4. Commercial organic containers or carts must be emptied on a weekly basis .
5. Organics may be collected in biodegradable plastic bags bearing the BPI tree and leaf symbol and placed in the container or cart.
6. IC&I waste is subject to inspection by the Administrator or delegate or By-law Enforcement Officer for compliance with this by-law;
7. The property owner or the renter of a commercial storage container or structure shall ensure that materials are placed in the storage container in a source separated condition;
8. The hauler collecting a commercial storage container shall ensure that source separated waste is maintained in a source separated condition and deposited separately at the appropriate facility;
9. IC&I recyclables shall be placed in blue tinted plastic bags. Corrugated cardboard can be bundled separately from the other recyclable materials;
10. IC&I residual waste shall be placed in opaque or clear plastic bags.

**Part 19 Construction and Demolition Waste**

1. All waste resulting from construction and demolition of any kind, including renovation or repair, except the waste which may be eligible for municipal collection pursuant to this by-law, shall be promptly removed and disposed of in an approved disposal site licensed for the disposal of construction and demolition waste;
  - a. The property owner or occupant of the premises shall both personally or by employees, contractors or agents promptly remove and dispose of any construction and demolition material generated on the premises in compliance with all applicable Federal, Provincial, Municipal Laws and Regulations.

**Part 20 Hazardous Waste**

1. Every owner or occupant, including the owners and occupants of IC&I properties, shall store hazardous waste generated by same in a safe and secure manner and shall deliver same, as soon as is reasonably possible, to an approved hazardous waste depot.
2. Where a person wishes to dispose of solid waste items containing chlorofluorocarbons hazardous waste, including chlorofluorocarbons (CFC) that person must:
  - a. safely deliver the solid waste item to the Municipality's designated facility to deal with chlorofluorocarbons to have the chlorofluorocarbons hazardous waste removed by a certified technician, or
  - b. arrange to have the chlorofluorocarbons hazardous waste removed from the item by a certified technician and labelled by the certified technician in accordance with the Ozone Layer Protection Regulations of the Nova Scotia Environment Act and safely deliver that solid waste to the Municipality's designated facility to deal with chlorofluorocarbons hazardous waste.

**Part 21 Enforcement and Penalties**

1. Any person who disposes of, or permits the disposal of, any solid waste including construction or demolition materials and/or residual waste other than in accordance with this By-law is guilty of a summary offense and is liable, upon conviction, to a fine not less than one Thousand Dollars (\$1,000).
2. Any person who violates any other provision of, or permits any other thing to be done in violation of, this By-law is guilty of a summary offense and is liable, upon conviction, to the following:

- a. For a first offense, a fine not less than One Thousand Dollars (\$1,000) and not more than Five Thousand Dollars (\$5,000) and in default of payment thereof to a term of imprisonment not to exceed thirty (30) days;
  - b. For a second offense, a fine of not less than Two Thousand Dollars (\$2,000) and not more than Five Thousand Dollars (\$5,000) and in default of payment thereof to a term of imprisonment not to exceed sixty (60) days;
  - c. For each subsequent offense, a fine not less than Five Thousand Dollars (\$5,000) and in default of payment thereof to a term of imprisonment not to exceed ninety (90) days.
3. Any person who obstructs or hinders any person in the performance of their duties under this By-law is guilty of a summary offense and is liable, upon conviction, to a fine of not less than \$1,000 and not more than \$5,000 and in default of payment to a term of imprisonment not to exceed ninety (90) days.
  4. Where a person is convicted of an offence under this By-law and the court is satisfied that, as a result of the commission of the offence, clean-up or site remediation costs were incurred, whether by the Municipality or by a person, the Court may order the offender to pay, in addition to all other fines and penalties, restitution to the Municipality or person in an amount equal to the said clean-up or remediation costs.
  5. Pursuant to the provisions of the Municipal Government Act, in addition to a fine imposed for violation of this By-law, a judge may order the imposition of a penalty in relation to any fee, cost, rate, toll or charge associated with the conduct that gave rise to the offence.
  6. Pursuant to the provisions of the Municipal Government Act, in addition to a fine imposed for violation of this By-law, a judge may order compliance with this By-law within a specified time.
  7. Each day that a person commits any offence under this By-law constitutes a separate offence.
  8. Where a breach of this By-law is anticipated or is of a continuing nature, the Municipality may, pursuant to the provisions of the Municipal Government Act, apply to a judge of the Supreme Court of Nova Scotia for an injunction or other order and the judge may make any order that the justice of the case requires.
  9. If the Administrator, a Delegate of the Administrator or a Municipal Enforcement Officer causes work to be done pursuant to this by-law, the owner shall be fully

responsible for the cost of the work, with interest at a rate to be determined by the Council, by policy, from the date of completion to the date of payment.

10. In addition to any other remedies available at law, if the Administrator, a Delegate of the Administrator or a Municipal Enforcement Officer causes work to be done pursuant to this by-law, the cost of the work, with interest at the rate determined by Council, is a First Lien on the property upon which the, or for the benefit of, work was done and may be recovered in the same manner as taxes.

11. The Administrator, a Delegate of the Administrator, or a Municipal Enforcement Officer may enforce this by-law by Summary Offence Ticket.

**Part 22 Repeal**

1. All former by-laws of the Municipality heretofore enacted relating to collection, storage and disposal of refuse are hereby repealed.

**Clerk’s Annotation for Official By-law Book**

Date of first reading: July 26, 2022  
 Date of advertisement of Notice of Intent to Consider: September 7, 2022  
 Date of second and final reading: September 27, 2022  
 \*Date of advertisement of Passage of By-law: October 5, 2022  
 Date of mailing to Minister a certified copy of By-law: October 6, 2022

I certify that Council adopted By-law No. 8 “Solid Waste Resource Collection and Disposal By-law” on September 27, 2022 and published as indicated above.

\_\_\_\_\_  
 Municipal Clerk Date

\*Effective Date of the By-law unless otherwise specified in the text of the By-Law.

**VERSION LOG**

Version Number	Amendment Description	Approved By	Approval Date
1	Adoption of New By-law	Council	September 27, 2022



APPENDIX D

MUNICIPALITY OF BARRINGTON ROAD LIST - PRIVATE, MUNICIPAL, PROVINCIAL

STREET	OWNER
Camden Lane	M
Cat Rock Rd	M
Circle Dr	M
Fish Plant Rd	M
Goodwins Wharf Rd SW	M
Goose Lake Rd	M
Main St	M
Nicholas Dr	M
Nickerson Acres Rd	M
Spruce Dr	M
Stirl's Rd	M
Albenia Lane	P
Aldens Lane	P
Alfred Smiths Lane	P
Andersons Lane	P
Andrew Ave	P
Ash St	P
Atkinson and Matthews Lane	P
Bayview Ave	P
Bayview Lane	P
Beach St	P
Beach View St	P
Birch St	P
Cabin Rd	P
Cameron Lane	P
Cherry St	P
Church Hill	P
Colbys Lane	P
Cooks Point Rd	P
Cooperative Lane	P
Cottage Lane	P
Daley Rd	P
East Coast Dr	P
Elm St	P
Falls View Lane	P
Forest View Dr	P
Formans Lane	P
Fresh Brook Dr	P
Gander Lane	P
Garrons Point Lane	P
Gaytons Dr	P
Gladwyn Lane	P
Goodwin Lane	P
Goose Lake Exten	P
Goose Lake Rd	P
Goreham Crowell Dr	P

Hanson Lane	P
Happy Valley (P) Rd	P
Harbour View Dr	P
Hatches Rd	P
Hemeon Rd	P
Hemlock Hill Lane	P
Hibs Lane	P
Highland Heights Rd	P
Hill View Dr	P
Hilltop Dr	P
Honeysuckle Dr	P
Jacks Lane	P
Joans Lane	P
Judahs Dr	P
Kenney Cres	P
Knowles Rd	P
Lake Rd	P
Lake View Dr	P
Long Point Rd	P
Mahaneys Lane	P
Maple St	P
Melbournes Lane	P
Mystery Lane	P
Oak St	P
Old Homestead Lane	P
Old Place Lane	P
Olivias Lane	P
Park Lane	P
Pas Lane	P
Penney Beach Rd	P
Raymonds Lane	P
Reubens Hill Lane	P
Rockys Lane	P
Romies Peak Lane	P
Sable Sands Lane	P
Sandhills Beach Rd	P
Sandhills Beach Road Exten	P
Scamps Blvd	P
Schooner Lane	P
Scotia Dr	P
Seaview Crt	P
Seaview Dr	P
Shannons Lane	P
Sherose Island Lane	P
Shore Rd	P
Sidney Heights Rd	P
Skippers Lane	P
Spruce Lane	P
Susies Lane	P
Veldons Lane	P

Villagedale Loop	P
Walnut St	P
Walters Lane	P
Water St	P
Wickens Lane	P
Wilson Lane	P
Winsome Lane	P
Atwoods Rd	TIR
Baccaro Rd	TIR
Barrington Station Rd	TIR
Bateman Rd	TIR
Bayside Dr	TIR
Bear Point Rd	TIR
Bear Point Wharf Rd	TIR
Blanche Rd	TIR
Boundry St	TIR
Brass Hill Rd	TIR
Brier Hill Rd	TIR
Browns Pit Rd	TIR
Bull Head Wharf Rd	TIR
Butlers Rd	TIR
Cemetery Rd	TIR
Centreville South Side Rd	TIR
Chetwynd Cres	TIR
Christies Cove Rd	TIR
Church Rd	TIR
Clam Point Rd	TIR
Commercial St	TIR
Cox Rd	TIR
Cripple Creek Rd	TIR
Crowells Point Rd	TIR
Crowelltown Rd	TIR
Daniels Head Rd	TIR
Doctors Cove Rd	TIR
Enos Smith Lane	TIR
Factory Hill Rd	TIR
Falls Point Rd	TIR
Ferry Rd	TIR
Forbes Point Rd	TIR
Harbour Rd	TIR
Harmony Lane	TIR
Hawk Point Rd	TIR
Highway 103	TIR
Highway 103 EB Exit 30 Off Ramp	TIR
Highway 103 EB Exit 30 On Ramp	TIR
Highway 103 Exit 29 Off Ramp	TIR
Highway 103 Exit 29 On Ramp	TIR
Highway 103 WB Exit 30 Off Ramp	TIR

Highway 103 WB Exit 30 On Ramp	TIR
Highway 3	TIR
Highway 330	TIR
Hill Rd	TIR
Hillcrest Lane	TIR
Island View Dr	TIR
John Edward Rd	TIR
John Howard Rd	TIR
Kenny Lane	TIR
Kenny Rd	TIR
Lighthouse Rd	TIR
McGills Rd	TIR
McGray Ave	TIR
New Rd	TIR
New Wharf Rd	TIR
Newell Lane	TIR
Newellton Orion Wharf Rd	TIR
Nickerson Rd	TIR
Oak Park Conn	TIR
Oak Park Rd	TIR
Ocean View Dr	TIR
Old Bridge Rd	TIR
Old Ferry Wharf Rd	TIR
Old Hay Rd	TIR
Old Post Rd	TIR
Old School House Rd	TIR
Old Town Rd	TIR
Penney Rd	TIR
Pent Rd	TIR
Petticoat Lane	TIR
Pond Cemetery Rd	TIR
Popes Rd	TIR
Port Latour Rd	TIR
Port Rd	TIR
Prospect Point Rd	TIR
Red Schoolhouse Lane	TIR
River Rd	TIR
Scotts Mill Rd	TIR
Seal Point Rd	TIR
Sears Lane	TIR
Shag Harbour Station Rd	TIR
Sherose Island Rd	TIR
Smith Lane	TIR
Smithsville Wharf Rd	TIR
Snows Rd	TIR
Spruce Dr	TIR
Station Rd	TIR
Stoney Island Rd	TIR
Strangs Lane	TIR
Swains Rd	TIR

Symonds Rd	TIR
Toms Rd	TIR
Upper Clyde Rd	TIR
Villagedale Rd	TIR
West Bear Point Rd	TIR
West Blanche Rd	TIR
West River Rd	TIR
Wireless Station Rd	TIR
Woods Harbour Station Rd	TIR

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**APPENDIX E**

**CURRENT WASTE COLLECTION SCHEDULE**

**Monday**

Yarmouth County Line to Shag Harbour Fire Hall and Brass Hill.

**Tuesday**

Shag Harbour Fire Hall to and including Sherose Island.

**Wednesday**

Lower Clarks Harbour, The Hawk, South Side, Clam Point, Stoney Island, North East Point on the Stoney Island Road.

**Thursday**

West Head, Newellton, Centreville, North East Point on Hwy 3., McGray's Avenue, Sherose Island Causeway to Anthony Estates in Barrington, Factory Hill Road, Oak Park and Riverhead.

**Friday**

Anthony Estates, Villagedale Road, Baccaro, Port La Tour, and Clyde Areas.

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