



CORPORATION OF THE TOWNSHIP OF AUGUSTA

BY-LAW NUMBER 3364-2018

BEING A BY-LAW TO ENTER INTO AN AGREEMENT WITH FAST EDDIE'S AUTO RECYCLING TO MANAGE THE TRANSFER STATIONS IN THE TOWNSHIP OF AUGUSTA


WHEREAS the Municipal Act, 2001 c.25-S.O.2001 section 8 allows for the Powers of a Natural Person and those powers may include the entering into an agreement

NOW THEREFORE the Council of the Township of Augusta hereby enacts as follows that:

1. That schedule A, attached, shall form part of this by-law
2. That the terms of the agreement are hereby referred to as *an agreement with Fast Eddie's Auto Recycling to manage the transfer stations in the Township of Augusta*
3. The Mayor and the CAO are hereby authorized to sign the agreement on behalf of the Corporation of the Township of Augusta
4. That by-law 3104-2014 and any by-law inconsistent to this by-law is hereby repealed.
5. That this by-law shall be in effect on the date of passing.

READ a first and second time this 11th day of June 2018.

READ a third time and passed this 11th day of June 2018.


MAYOR


DEPUTY CLERK

Waste Disposal Contract between the Township of Augusta and Fast Eddie's Auto Recycling

Introduction

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

Description of Services

The service required is to operate the recycling and waste transfer stations at the Maynard and North Augusta sites. The contractor will be responsible to manage the sites within the perimeter imposed by the *Environmental Certificate of Approval* of North Augusta Transfer Station, *Certificate of Approval* of Maynard Transfer Station and *By-Law 3363-2018*. The following appendices are attached and for part of this agreement:

Appendix A- Responsibility of the contractor and the Township of Augusta unless otherwise specified these responsibilities are for both waste transfer stations

Appendix B- Township of Augusta Agreement to Lease Equipment to Fast Eddie's Auto Recycling

Appendix C- Fast Eddie Auto Recycling Agreement to Lease Equipment to the Township of Augusta

Duration of Contract

The duration of this contract will be two (2) years, with a two (2) year extension to be negotiated subject to changing legislation and conditions. The starting date will be June 1, 2018. This contract can be terminated by either party upon 120 days written notice to the other party.

Contract Price

The Township agrees to pay the Contractor a monthly fee of sixteen thousand dollars (\$16,000.00) for the operation of this contract. Contractor also retains revenue collected from the sale of recycling material and *By-Law 3363-2018 Schedule B Fees for the use and disposal of waste at the Township of Augusta Waste Transfer Stations*.

Holidays

The sites will be closed on New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day

Amnesty Days

Each year the contractor will host two amnesty days; one in the spring (Fourth Saturday in May) and one in the fall (Fourth Saturday in September). The Township will be responsible for advertising amnesty days.

Pitch In Day

Pitch In is an annual community clean-up day that is held every spring (Fourth Saturday in April) when residents clean up litter in their neighbourhood. The contractor will supply a suitable bin for this day. The Township will determine the location of the bin and will notify the contractor at least three weeks in advance. The Township will be responsible for advertising Pitch In Day

Excusable Delay

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

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

Contractors Indemnity

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

Contractor Warrantees

The Contractor warrants that they will:

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



Insurance

The contractor will provide the Township with:

- Proof of General Liability Insurance (bodily injury and property damage) in the amount of five million dollars (\$5,000,000.00)
- Proof of Motor Vehicle Insurance with liability coverage in the amount of five million dollars (\$5,000,000.00)
- Current WSIB Clearance certificates

Supervisor/Attendant

Reference to *By-Law Number 3363-2018* and throughout the By-Law, referring to "supervisor/attendant" shall mean the contractor.

Governing Law

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

Entire Agreement

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

Successors and Assigns


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

Severability

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

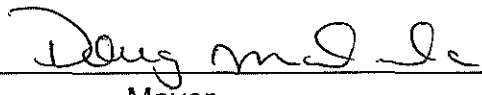
IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

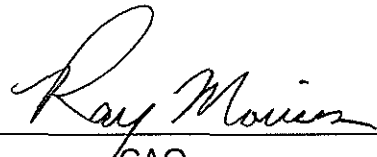
Fast Eddie's Auto Recycling

Per 
Owner

Dated June 13/18

The Corporation of the Township of Augusta

Per 
Mayor

Per 
CAO

Dated June 14, 2018

Dated June 13, 2018

APPENDIX A

To By-Law 3364-2018

RESPONSIBILITY OF THE CONTRACTOR AND THE TOWNSHIP OF AUGUSTA UNLESS OTHERWISE SPECIFIED THESE RESPONSIBILITIES ARE FOR BOTH WASTE TRANSFER STATIONS

DEFINITIONS:

- Amnesty Day means two predetermined days a calendar year that allows every household to bring 1-mattress, 1-box spring, 1 sofa and 1- stuffed chair free of charge to the Waste Transfer Stations during normal operating hours
- Blow off means any excess material that is not contained to a bin either at the Waste Transfer Stations or during transport of bins to a secondary location
- CoA means Certificate of Approval from MOECC
- Contractor means the business/organization that is hired by Township By-Law to operate and maintain both Waste Transfer Stations
- Designated Landfill site means a location that is acceptable to receive waste and recyclable materials
- ECA means Environmental Compliance of Approval from MOECC
- Good condition means road worthy, safe and secure as per Ministry of Transportation of Ontario
- Lock out means the power to the compactor shall be shut off, locked and key removed to a secure location while not in use/under maintenance.
- MOL means the Ontario Ministry of Labour
- MOECC means the Ontario Ministry of Environment and Climate Change
- OHSA means the Ontario Occupational Health and Safety Act
- Pitch In Day means a predetermined day that happens once per calendar year where volunteers participate in a roadside clean-up program.
- Timely manner means quickly, promptly and within a reasonable time frame.

- Trained personnel means persons knowledgeable in relevant waste management and occupational health and safety legislation, regulations and guidelines and proper use and operation of equipment for the daily operations of the Transfer Stations
- Transfer Station is the Township owned locations at 3618 County Road 26, Prescott, ON K0E 1T0 and 8212 Coville Road, North Augusta, ON K0G 1R0
- Township mean the Corporation of the Township of Augusta

RESPONSIBILITY OF THE CONTRACTOR

1. Supply all labour and equipment to operate and maintain Maynard Transfer Station and North Augusta Transfer Station.
2. Ensure all staff are trained to operate all aspects of the Waste Transfer Stations and requirements under the MOL, MOECC, OHS, Waste Management Legislation, regulations and guidelines of the ECA/CoA.
3. Operate and maintain both Waste Transfer Stations while meeting/exceeding all conditions of the current ECA/CoA related to each station.
4. Supply all containers in good condition for each type of recyclables and household waste as required by the ECA/CoA
5. Maintain a clean site. Monitor, contain and clean up paper and other loose materials that may be on site.
6. Maintain proper fencing/gates for security and to prevent blow off. Repair all gates/fencing as required within a timely manner. All fencing/posts will be supplied by the Township of Augusta as required.
7. Maintain hours of operation for both Waste Transfer Stations as stipulated in *By-Law 3363-2018 Schedule A* to be compliant with the current ECA/CoA
8. Ensure all users of both Transfer Stations are residents of the Township of Augusta
9. Accept all Township waste and recycling as per the current *By-Law 3363-2018* and ECA/CoA
10. Transport all waste to a Township designated landfill site. Waste disposal costs to be the responsibility of the Township of Augusta (see Finance section below)
11. Dispose of all recyclables off site at Contractors Option
12. All hauling and moving of equipment is the responsibility of the contractor
13. Lock and secure transfer stations at all times when there are no contractor staff present.
14. Maintain buildings and equipment owned by the Township in good working condition and appearance. Contractor to repair all damages done from daily operations by their employees to the property, Waste Transfer Station buildings, chain link fence, security chain system etc. in a timely manner at the contractors cost.

15. Remove snow and apply proper sand and salt mix as outlined in winter maintenance schedule below.
16. Clean adjacent properties of light garbage as required and/or as directed by the Public Works Manager
17. Manage Amnesty Day as per existing practice (twice a year)
18. Provide additional bin for Pitch In Day as per existing practice (once a year)
19. Collect the required *fees for the use of and disposal of waste at the Township of Augusta Transfer Stations as outlined in By-Law 3363-2018 Schedule B* and issue receipts to residents for all payments received.
20. Accept only refrigeration units (white goods) that have been tagged demonstrating proper Freon removal, by a certified technician.
21. Maintain general liability and motor vehicle insurance with liability coverage, minimum amount of five million dollars (\$5,000,000.00) for the term of the contract
22. Maintain WSIB clearance certificates in good standing for the term of the contract.
23. Maintain Commercial Vehicle Operator Registration (CVOR) in good standing with the Ministry of Transportation for the term of the contract.
24. The removal of waste/recycling bins shall take place during times when the waste transfer stations are not open to the public as per the ECA/CoA
25. Contractor to repair any snowplowing damage to the property and to repair storage bin pad areas (lower lay down area) damage from loading/unloading waste operation to live bottom container
26. The compactor is to run while the transfer stations are not open to the public unless absolutely necessary and shall be locked out at all times when not in use
27. Store/stockpile tires within the Transfer Station Compounds
28. All Waste Transfer Stations supervisor/attendants to sign declarations of having reviewed and understood conditions of the ECA/CoA annually or upon new hiring.

Deliverables:

- Provide original weigh tickets for each class of recyclables for each transfer station separately on a monthly basis to the Township
- Provide original waste weigh tickets for each transfer station separately on a monthly basis to the Township
- Dispose of tires off site at contractor expense. Supply details of disposal location/company name to the Public Works Manager, annually.
- Report year to date earnings from *fees for the use of and disposal of waste at the Township of Augusta Transfer Stations as outlined in By-Law 3363-2018 Schedule B* on a monthly basis to the Township Treasurer
- Report year to date earnings to each class of recyclables on a monthly basis to the Township Treasurer.

- Provide employee training certificates as per ministries requirements to the Township annually at the beginning of each calendar year or as a new employee is hired for compliance and to maintain certifications
- Provide proof of general liability and motor vehicle insurance with the liability coverage; minimum five million dollars (\$5,000,000.00), annually at the beginning of each calendar year for the term of the contract
- Provide current WSIB clearance certificates annually at the beginning of each calendar year for the term of the contract
- Provide a current list of recycling and waste depots annually at the beginning of each calendar year with contract information and address that the contractor deals with for disposal of all recycling and waste materials from the Townships Transfer Stations.

North Augusta Transfer Station Specific:

- Waste Transfer Station supervisor/attendants **shall inspect** all waste/recycling entering the site to ensure that all products are approved for acceptance under the current ECA
- Waste Transfer Station supervisor/attendants **shall maintain** daily log books as per the current ECA requirements.
- Waste Transfer Station supervisor/attendants **shall perform** and maintain a record of daily inspections, a record of any spills, a record of any waste refusals etc. as required by the current ECA.
- Grind branches and brush on a regular basis in accordance with the Township (at a minimum annually) and/or as directed by the Public Works Manager

Maynard Transfer Station Specific:

- Collect and dispose of propane tanks, batteries and light bulbs as per the hazardous waste regulations, guidelines and as authorized under the current CoA.
- Collect and dispose of paint and oils as authorized under the current CoA. Disposal costs to be the responsibility of the Township

Contractor's General Conditions and Constraints

- No rules and regulations for the Waste Transfer Stations to be changed by the contractor without prior consultation and approval of the Public Works Manager
- No additional signage allowed without the approval of the Public Works Manager
- The Township reserves the right to enter and inspect the Waste Transfer Stations and buildings at any time, with notice, not to be unreasonably denied.

Responsibility of the Township of Augusta

1. Obtain and maintain the ECA and CoA from MOECC.
2. Conduct all necessary environmental monitoring and reporting annually or more often as required and will implement as required leachate control mechanisms at the Townships expense
3. Supply gravel as required for roadways and dumping areas
4. Grade roadways at both stations as required
5. Supply sand and salt mixture for winter maintenance
6. Ensure the Contractor is compliance with ECA/CoA, By-Law 3363-2018 and 3364-2018
7. Monitor activities at the Waste Transfer Stations periodically
8. Address complaints reported by the public and discuss with contractor as required
9. Repair or replace Township owned buildings and equipment of a capital nature. Review long term capital asset management needs with contractor annually.

FINANCE

1. Township agrees to pay contractor a monthly fee for the operation of this contract
2. Township agrees to pay disposal fees for paint, oils, glass, and household waste.
3. Contractor retains revenue collected from the sale of recycling materials and *fees for the use of and disposal of waste at the Township of Augusta Transfer Station as outlined in By-Law 3363-2018 Schedule B*
4. The contractor agrees to haul the household waste to a disposal location approved by the Township at their cost
5. Contractor agrees to pay cost of hydro, Bell and washroom facilities to operate both waste transfer stations for the term of the contract.

WINTER MAINTENANCE SCHEDULE

- The contractor will clean the snow from the Waste Transfer Stations and spread sand and salt mixture if required before opening the gates at either Transfer Station as stipulated in the hours of operation schedule (*By-Law 3363-2018 Schedule A*)
- The snow will have to be removed if the accumulation exceeds 50mm and the sand and salt mixture is required at any time that there will be ice buildup on the site or at any area that is slippery due to snow or ice
- The contractor will supply staff and all equipment required to apply sand and salt mixture and clean the snow/ice from the areas used by the public and other areas for the operation of the Waste Transfer Stations.
- Township of Augusta staff will bring a stockpile of sand/salt mixture to both Waste Transfer Stations as required. A minimum 24 hours' notice must be provided to the Public Works Manager for winter sand deliver

PENALTIES

If the contractor violates conditions of this contract, applicable legislation, and municipal by-laws or ECA/CoA, the Township may withhold payment until such violation is rectified.

In addition, unresolved violations attributed to not being complaint with the laws, legislation and ECA/CoA may be cause for termination of the contract based on the severity of the offense.

Contractor is responsible for any fines that are incurred through non-compliance.

TERMINATION OF CONTRACT

1. Either party will have the right to terminate the contract by giving at least 120 days' notice in writing to the other party
2. Either party may terminate this contract by written notice to the other at any time if that other party;
 - a. Commits a breach of this contract and in the case of a breach capable of remedy, he/she fails to remedy the breach within three (3) business days of being required to do so in writing; or
 - b. Becomes insolvent, or has a liquidator, receiver or manager or administrative receiver appointed.

APPENDIX B

To By-Law 3364-2018

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

1. Fast Eddie's Auto Recycling (Contractor), hereby agrees to lease the following equipment at the following rates from the Township of Augusta:
 - a. The Solid Waste Compactor located at our Maynard Waste Transfer Station, at the monthly lease payment of two hundred dollars (\$200.00)
2. The Contractor agrees to maintain and repair the solid waste compactor to the full requirement of a certified third party of the Township's choice. Repair costs to be approved by the Township prior to proceeding.
3. The solid waste compactor will be inspected and evaluated before this agreement starts and the Contractor agrees that the equipment will be returned in the same condition at the end of this lease, and inspected by the same party.
4. Lease payments are due at the 1st day of each month (deducted from monthly contract remittance)
5. This lease can be terminated by either party upon one hundred and twenty days (120) written notice to the other party.
6. The Contractor covenant that this equipment shall be located and used at the place designated herein and shall not be removed from that site without the prior written consent of the Township.
7. The Contractor shall bear the entire risk of loss or destruction of or damage to the Equipment from any cause whatsoever until its return to the Township at the expiry of the term of this agreement.
8. The Contractor agrees to indemnify the Township against all actions claims and demands by reason of any loss, expenses, injury, damage, liability or costs suffered by any person from the equipment or by reason of the possession and use thereof.
9. The Contractor agrees to provide proof of public liability insurance in the amount of at least five million dollars (\$5,000,000.00) and will add the Township as an additional named insured on this policy.
10. The equipment shall at all times remain the property of the Township

APPENDIX C

To By-Law 3364-2018

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

1. Township of Augusta (Township), hereby agrees to lease the following equipment at the following rates from Fast Eddie's Auto Recycling:
 - a. The Solid Waste Compactor located at our North Augusta Waste Transfer Station, at the monthly lease payment of two hundred dollars (\$200.00)
2. The Township agrees to maintain and repair the solid waste compactor to the full requirement of a certified third party of the Fast Eddie's Auto Recycling choice. Repair costs to be approved by Fast Eddie's Auto Recycling prior to proceeding.
3. The solid waste compactor will be inspected and evaluated before this agreement starts and the Township agrees that the equipment will be returned in the same condition at the end of this lease, and inspected by the same party.
4. Lease payments are due at the 1st day of each month (added to the monthly contract remittance)
5. This lease can be terminated by either party upon one hundred and twenty days (120) written notice to the other party.
6. The Township covenant that this equipment shall be located and used at the place designated herein and shall not be removed from that site without the prior written consent of Fast Eddie's Auto Recycling.
7. The Township shall bear the entire risk of loss or destruction of or damage to the Equipment from any cause whatsoever until its return to Fast Eddie's Auto Recycling at the expiry of the term of this agreement.
8. The Township agrees to indemnify Fast Eddie's Auto Recycling against all actions claims and demands by reason of any loss, expenses, injury, damage, liability or costs suffered by any person from the equipment or by reason of the possession and use thereof.
9. The Township agrees to provide proof of public liability insurance in the amount of at least five million dollars (\$5,000,000.00) and will add Fast Eddie's Auto Recycling as an additional named insured on this policy.
10. The equipment shall at all times remain the property of Fast Eddie's Auto Recycling