

THE CORPORATION OF THE MUNICIPALITY OF
MARKSTAY-WARREN

BY-LAW 2020-17

Being a by-law to amend portion of By-Law 2016-25

WHEREAS council has adopted By-law 2016-25 for the purpose of garbage collection.

AND WHEREAS Council wishes to amend APPENDIX "C" of the Agreement forming part of By-Law 2016-25.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF MARKSTAY-WARREN HEREBY ENACTS AS FOLLOWS:

1. The hours of garbage collection found within Appendix "C" of the agreement be amended as follows:

Changed from: 9am-5pm

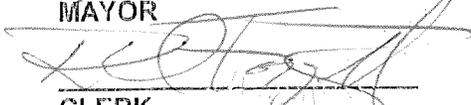
Changed to: ~~9am-5pm between October 1st and May 31st~~
~~8am-5pm between June 1st and September 30th~~

Young

2. That the Mayor and Clerk be authorized to execute this amendment on behalf of the municipality.
3. That all other items within this by-law and agreement remain in effect.
4. That this by-law shall come into force and take effect on the date of its passing.

READ A FIRST, SECOND AND THIRD)
TIME AND FINALLY PASSED THIS)
20th DAY OF APRIL, 2020.)



MAYOR


CLERK

THE CORPORATION OF THE MUNICIPALITY OF
MARKSTAY-WARREN

BY-LAW 2016-25 (B)

BEING A BY-LAW TO ENTER INTO AN AGREEMENT
FOR CONTRACTING WITH YVEROY ENTERPRISES
FOR THE COLLECTION, REMOVAL AND DISPOSAL OF GARBAGE

WHEREAS the Municipal Act, 2001, S. O. 2001, Chapter 25, as amended, authorizes the Council of the Municipality to establish and maintain a waste management system being for the collections, removal and disposal of garbage and to contract with any person regarding waste management system being for the collections, removal and disposal by him/her of garbage and other refuse upon such terms and conditions as may be considered expedient.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF MARKSTAY-WARREN HEREBY ENACTS AS FOLLOWS:

1. That we enter into an agreement with Yveroy Enterprises for the collection, removal and disposal of garbage as specified in Appendix A, B, C, D hereto attached and forming part of this by-law.
2. That the Mayor and Clerk be authorized to execute the agreement on behalf of the municipality.
3. That all by-laws or resolutions inconsistent with this by-law are hereby repealed.
4. That this by-law shall come into force and take effect on the date of its passing.

READ A FIRST, SECOND AND THIRD)
TIME AND FINALLY PASSED)
THIS 12TH DAY OF SEPTEMBER, 2016)


MAYOR


CLERK



APPENDIX "A"
GARBAGE COLLECTION AGREEMENT
Municipality of Markstay -Warren

THIS AGREEMENT MADE IN DUPLICATE THIS Nov 1, 2017:

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF MARKSTAY-WARREN
(hereinafter referred to as "the Municipality")

AND:

YVEROY ENTERPRISES
(hereinafter referred to as "the Contractor")

Whereas it is deemed to enter into an agreement in respect to residential and commercial waste collection in the area designated by this agreement in the Municipality of Markstay-Warren;

And Whereas the Contractor agrees to perform the said collection of residential and commercial waste as further stipulated by the attached tender specifications, for the Municipality of Markstay-Warren;

Now therefore this agreement witnesseth as follows;

1. **Period of Contract**

The contract shall be for the term covering from **November 01, 2017 to October 31, 2022** with option of a three (3) year renewal.

2. **Contract Price**

The contractor agrees to provide collection services for the annual contract price of **\$ 139,972.00 + H.S.T.** as stipulated under the tender section entitled "Annual Contract Price" which forms part of this agreement.

3. **Interpretations**

No oral interpretation shall be made to this agreement as to the meaning of any part of the contract or be effective to modify any of the provisions contained herein. All requests for interpretation shall be made in writing to the CAO/Clerk for review and response.

4. **Contract Specifications**

The Contract Specifications outlined in Appendix "B" shall form part of this agreement and shall be adhered to by the Contractor.

5. **General Conditions**

- a) The contractor hereby covenants and agrees to indemnify and save the Municipality harmless against, all claims and damages which may be brought against or made upon the Municipality, and/or all losses, liabilities, judgments, costs, damages, or expenses which the Municipality may suffer resulting from or incidental to the execution of this contract.
- b) Should the Municipality be obligated to collect or remove waste itself due to the Contractor's fault, the Contractor shall reimburse in full the expense incurred by the Municipality to execute the work.
- c) Should the Contractor in the opinion of the Municipality, fail to meet the obligations as stipulated by the contract, or if the Contractor should cede, assign and/or transfer work to a sub-contractor or third party without pre-authorization from the Municipality, the Municipality may rescind this contract without any indemnity to the Contractor and utilize the tender deposit and/or Letter of Credit or Guarantee as deemed necessary by the Municipality to re-tender the contract, and/or award the tender to the next qualified bidder and/or defer the costs associated with completing the work utilizing Municipal forces.
- d) Should the contractor become bankrupt, either voluntarily or otherwise, this contract shall at once become null and void.
- e) Should the Contractor be in default to fulfil the obligations hereunder, liquidated damages shall be paid by the contractor to the Municipality in an amount equal to the per diem price of collection as determined by the price of this contract divided by the number of collection days at default.
- f) The Contractor shall not be responsible for any interruption in service by any means beyond the Contractor's control as defined by federal and provincial legislation (fire, riots, embargoes, wars, disasters and other public calamities) but interruption of services by strikes shall not be eligible. In such cases the Contractor shall reimburse the Municipality in the manner provided in part (e) above for each day of interrupted collection.
- g) Should the contractor or his agents give or offer any gratuity to or attempt to bribe any member of the Council, officers or servants of the Municipality, the Municipality shall be at liberty to cancel this contract forthwith to take the whole or any part of the works out of the hands of the contractor.
- h) The contractor hereby agrees that he is familiar with the site or sites of work and has satisfied himself by personal examination as to the local conditions to be met with during the performance of the work.

6. **Notices**

Any notice required to be given to the Municipality shall be sufficiently given if sent by prepaid-registered post, care of the CAO/Clerk, Municipality of Markstay-Warren, P.O. Box 79, 21 Main Street South, Markstay, Ontario, P0M 2G0, and any such notice shall be deemed to have been received by the Municipality on the second business day after the date in which it shall have been so mailed.

Any notice required to be given to the contractor shall be sufficiently given if sent by prepaid registered post to :

Yveroy Enterprises
761 Nipissing Road
Warren, ON
P0H 2N0

and any such notice shall be deemed to have been received by the Contractor on the second business day after the date in which it shall have been so mailed.

7. Thirty (30) days written notice shall be required by either party should at any time during the contract either party wish to renegotiate conditions that warrant changes.

This contract may be terminated at the discretion of Council within sixty (60) days written notice.

8. This agreement shall not be amended, altered or changed except by a written agreement agreed to and signed by both parties hereto.

9. No term, covenant or condition of this agreement can be waived except by the written consent of both parties hereto.

10. This agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF THE MUNICIPALITY AND THE CONTRACTOR HAVE HEREUNTO PLACED THEIR RESPECTIVE HANDS AND SEALS TO THESE PRESENCE.

The Contractor

**The Corporation of the
Municipality of Markstay-Warren**



Contractor


Witness



Mayor


Clerk

Date: November 1st, 2017

Date: Oct 20 / 17

APPENDIX "B"

The Corporation of the Municipality of MARKSTAY-WARREN

Garbage Collection Contract Specifications

1. Scope of Work

- a) The Contractor shall furnish all necessary labour, equipment and supervision required to provide the service described herein in a manner and in accordance with the conditions stipulated herein.
- b) The Contractor shall collect all waste from residential and commercial properties and said waste shall be disposed of at the Warren Landfill Site and/or alternate site within the Municipality as may be directed by the CAO.
- c) The Contractor shall perform the collection and removal of waste from the collection areas as per the schedule and list of establishments outlined in Appendices "C".
- d) The schedule of collection and removal of waste shall be approved by the CAO/Clerk of the Municipality of Markstay-Warren. No changes or alterations of the approved collection schedule shall be made without the written consent of the CAO/Clerk at least two weeks in advance of the date of the request for a change.
- e) If the day fixed for collection and removal of the waste is a statutory holiday, the work shall take place on the next regular working day, unless the contractor obtains permission from the municipality to perform the work on such holiday or another day.
- f) The Contractor shall not commence the collection of waste any earlier than 9:00 a.m. local time and shall maintain a consistent schedule from week to week with respect to the time of pick-up.
- g) The collection of garbage shall be conducted in accordance with the Garbage Collection Policy Appendix "D" attached hereto and forming part of this agreement.
- h) The duration of the contract shall be for a ONE (1) year period commencing from the date of award of the contract.
- i) The Municipality reserves the right to grant an extension of the contract for a period of three (3) years or an apportionment thereof as agreed to by both parties.

2. Equipment, Labour and Material

- a) The truck(s) and or trailer(s) to be used by the Contractor to transport waste shall be of sufficient capacity to pick up all waste throughout the designated area of the municipality as per the approved schedule.
- b) All truck(s) and or trailer(s) used shall be of modern steel type complete with a metal covered floor and metal sides sufficient to ensure proper containment of collected waste. Truck(s) and trailer(s) shall have full racks, a mechanically operated tarpaulin to cover waste while travelling over 5 km per hour, and a rotating yellow beacon mounted to be

visible from all directions when loaded. All equipment utilized for the purpose of collection services shall be kept clean and in sanitary condition. A vehicle manufactured specifically for the purpose of waste collection and compaction shall be considered an acceptable alternate.

- c) Person(s) operating the truck(s) or employed in the collection of waste shall at all times wear approved personal protection including but not limited to a reflective safety vest. All person(s) shall maintain a high standard of cleanliness.
 - d) The Contractor shall furnish all required skilled and unskilled labour, materials, fuel, machineries, tools, and equipment so that the contract and all work required will be carried on continuously and expeditiously to completion in all respects and to the satisfaction of the Municipality. All work is to conform to the Occupational Health and Safety Act as well as the Ministry of the Environment and the Ministry of Transportation Regulations with regards to conducting of work within a road allowance.
 - e) The Contractor in the execution or pick-up activities shall avoid driving on the shoulders and/or sidewalks of any road.
3. **Examination of Site and Conditions**
- The Contractor shall be responsible to make his/her own evaluation of the facilities and difficulties to be encountered, including but not limited to the nature of the roads and subsurface materials and conditions. The Contractor shall further, save harmless the Municipality from any claim relating to site conditions.

4. **Licensing**

The Contractor shall maintain a Certificate of Approval for the handling and hauling of waste with the Ministry of the Environment and shall submit a copy upon contract award. The Municipality may void the contract if the Contractor has not obtained this certificate or if the certificate has been revoked by the Ministry for good and sufficient cause.

The Contractor shall also obtain and maintain from the Ministry of Transportation all valid licences required to operate the vehicle(s). The Municipality may void the contract if the contractor has not obtained such licences or if the licences are revoked by the Ministry for good and sufficient cause.

5. **Insurance**

While the Contractor will be responsible for maintaining adequate insurance to cover all claims and save the Municipality harmless from all litigation arising from such claims, the contractor shall, at his own expense, maintain the following minimum insurance while this contract is in effect:

Personal liability and property damage: \$1,000,000 minimum coverage.

The certificate(s) of insurance and copies of insurance policy(ies), each naming the Municipality of Markstay-Warren as an added insured, and each stating that this insurance is the primary insurance for purposes of the contractor's public liability and property damage and any other claims against the Municipality, must be filed with the Municipality within ten (10) days of official notification of contract awarded by the Municipality

6. **Contract Award**

The contract award is subject to the receipt of any and all approvals, insurance and permits necessary.

7. **Acceptance and Execution of Contract**

Failure to properly execute the contract documents, the scope of work or to provide the necessary licences, permits, insurance, etc., within the specified time to the Municipality may result in the revocation of the contract.

Household count #1326

Appendix "C"

Dunnet

Collection Areas for Markstay-Warren

COMMERCIAL GARBAGE PICK-UP

Schedule of additional pick-up Monday (Between 9 am – 5 pm)

- | | |
|---------------------------------------|---------------------------------|
| 1. Creative Meats | 7. Vacant (15 Rutland Ave.) |
| 2. Rainbow Motel | 8. Gun Smith (Hwy 17 E) |
| 3. Leblanc's 2 Cycle | 9. Warren Arena (Oct 1- Mar 31) |
| 4. Hagar Gas & Restaurant | 10. C J Pies & More |
| 5. Hagar General Store | 11. Markstay Tavern |
| 6. Warren Esso & Country Kettle Rest. | 12. Pro Nature (Kukagami Lake) |

NOTE: The above list of commercial business is to be used as a guideline and may be revised as agreed to by both parties.

Residential Garbage Pick-Up

Tuesdays: Starting at 9:00 a.m.

- Village of Markstay
- Hagar Township (Black Fox, Cardinal, Chamberlin, Curry Point, Dougherty, Firefly, Gignac, Homestead, Jacobson, Kallio, Leeftink, Long, Luiting, McKenzie, McKerral, Nepewassi Lake, Noland, Northern Central, Paquette, Ratter Lake, Shewchuk, St. Jean, Snodden)
- Hawley Township (Nepewassi Lake)
- Ratter Township (Cottage)
- North Road – Main Street North Bridge to MacLean Road
- Hwy 17 – West of Hwy 535 to Pioneer Street
- Hwy 535 – South of Hwy 17 to Northern Central Road on West side only
- Hwy 535 – North of Hwy 17 to Rabbit Trail Road

Wednesdays: Starting at 9:00 a.m.

- Awrey Township (Amell, Awrey, Berton, Blaffert, Chain Lake, Gratton, Hind's, Hood, Kukagami Lake, McDonald, MacLean, Park, Pinecrest, Riverview, Sunset, Woodland)
- Hagar Township (Dondo, Husky Trail, MacLean, Ross, Tex's)
- Henry Township (Joe's, Labelle up to Joe's Road)
- Loughrin Township (Boundary, Crerar, Hunter, Jean, Lacoste, Landry, McNabb, Sauve, St. Germain, Third Concession)
- North Road – North of MacLean Road only
- Hwy 17 – West of Pioneer Street to Berton Street
- Hwy 535 – North of Rabbit Trail Road to Boundary Road

Thursdays: Starting at 9:00 a.m.

- Village of Warren
- Dunnet Township (Bedard, Bennet, Dumouchel, Dupuis, Ebbers, Gervais, Langlois, Little Brule, Mackannas, Nipissing, Richer, Seguin, Stewart, Sutcliffe)
- Henry Township (Munro, Frappier)
- Ratter Township (Anderson, Eden, Griffiths, Labine, Leveillee, Molloy, Munro, Pine Poultry, Trail, Rabbit Trail, Simon, Therrien, Timcombe)
- Hwy 17 – From Village of Warren to Hwy 535
- Hwy 535 – South of Hwy 17 on east side only
- Hwy 539

APPENDIX "D"

GARBAGE COLLECTION POLICY

The following policies with respect to garbage collection shall be adhered to by all property owners in the Garbage Collection Area:

1. Bags from each residential unit shall be limited to six (6) bags of household garbage only and shall not exceed 35 lbs. in weight.
2. All bags are to be properly secured and tied. All Boxes are to be broken down bundled, tied and as required placed in bags to prevent seepage . No loose garbage shall be collected with the exception of conditions described herein under section 8 of this policy.
3. All garbage containers must have handles and the garbage collectors shall not be responsible for any damage to garbage containers.
4. All garbage bags and containers must be delivered to the end of the driveway the day of pick-up only. Emptied containers are to be removed from the end of the driveway the same day once the scheduled pick-up has been completed.
5. Municipal and Commercial Properties, trailer parks and apartment buildings with four (4) or more apartments, may have garbage boxes. A suitable access door located at the front of the box must be maintained. Contents are restricted to regular tied garbage bags and cardboard boxes that are broken down and tied in manageable bundles. Owners shall ensure that garbage boxes are kept free of ice or water and kept clean at all times.
6. Residential properties that have a garbage holding box as of May 1, 1999 will be permitted to keep them; however, will not be permitted to replace the unit should the existing box be destroyed. Under no condition shall a freezer or fridge be placed at the road allowance and be used for the purpose of garbage containment.
7. The garbage collector has the right to refuse any garbage that does not comply with these regulations.
8. Should the garbage bags and/or boxes be damaged, the garbage collector shall be responsible to have materials on hand to pick up scattered refuse. IF A PROBLEM PERSISTS, the Contractor is to continue to collect garbage and he is to notify the Chief Administrative Officer for subsequent action.
9. If the day fixed for collection of waste is a statutory holiday, the work shall take place on the next regular working day.