

THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON

REQUEST FOR PROPOSAL

Commercial / Industrial Recycling Collection Request for Proposal

RFP #2026-03

CLOSING DATE: **October 27, 2026**
CLOSING TIME: **4:30 p.m.**
LOCATION: Township of Papineau-Cameron
 P.O. Box 630 4861 Highway 17
 Mattawa, ON P0H 1V0

LATE SUBMISSIONS WILL NOT BE CONSIDERED

Complete proposal submission packages must be delivered by Postal Mail/Courier or hand delivered in person that includes One (1) complete original document submission in a sealed envelope clearly marked **RFP #2026-03 Commercial / Industrial Recycling Collection Request for Proposal** to:

Township of Papineau-Cameron
P.O. Box 630
4861 Highway 17
Mattawa, ON P0H 1V0
Attention: Jason McMartin – CAO/Clerk-Treasurer

CONTACT INFORMATION

Jason McMartin – CAO/Clerk-Treasurer
Ph: 705-744-5610
clerk@papineaucameron.ca

Sealed Submissions will be opened by the Council of Papineau-Cameron at a Regular Public Council Meeting on or after **October 27, 2026**. Submitted proposal(s) pricing and specifications will be discussed by the Council of Papineau-Cameron at the Public meeting of Council.

LOWEST OR ANY PROPOSAL WILL NOT NECESSARILY BE ACCEPTED

PRICING FORM IS ON PAGE 8

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1. DEFINITIONS

“BUSINESS DAY” means any day from Monday to Friday inclusive, excluding statutory or civic holidays.

“DAYS” mean Business Days unless the term “calendar days” is specifically used.

“TOWNSHIP” refers to the Township of Papineau-Cameron.

“MUST” and “SHALL” and “WILL” indicate a mandatory requirement that in the view of the Township must be substantially completed and complied with.

“PROPONENT” means the respondent to this RFP.

“PROPOSAL” means all the documentation submitted by the Proponent in response to the Request for Proposal, which has been accepted by the Township, in whole or in part. The terms “response” and “submission” are also used to mean Proposal.

“REQUEST FOR PROPOSAL” or “RFP” means the Request for Proposal issued by the Township for goods or services and any addenda thereto.

“SERVICES” mean all services and deliverables to be provided by the Proponent to the Township.

“SHOULD” indicates a requirement that the Township would like the Proponent to address in this Proposal.

“SUBMISSION” means information submitted by a Proponent in response to this RFP.

“SUCCESSFUL PROPONENT” means a Proponent whose submission has been accepted by the Township.

2. REQUEST FOR PROPOSAL INSTRUCTIONS TO PROPONENTS

NOTICE TO PROPONENTS

The Township of Papineau-Cameron reserves the right to discard any proposal submission that is deemed incomplete.

RFP DOCUMENTATION

This RFP consists of this document and any subsequent addenda (if issued).

DELIVERY AND OPENING OF SUBMISSIONS

Complete proposal submission packages must be delivered by Postal Mail/Courier or hand delivered in person that includes One (1) complete original document submission in a sealed envelope clearly marked **RFP #2026-03 Commercial / Industrial Recycling Collection Request for Proposal** to:

Township of Papineau-Cameorn
P.O. Box 630
4861 Highway 17
Mattawa, ON P0H 1V0
Attention: Jason McMartin – CAO/Clerk-Treasurer

Submissions will be time stamped by the date and time, located in the Township administrative office, and shall be the only recognized time piece for the purpose of Submissions.

The Township shall not be responsible for Submissions which are not properly marked and/or delivered to any other location, other than that specified above. The use of any means of delivery of a submission shall be at the risk of the Proponent.

Submissions received after the official closing time will not be considered.

Sealed Submissions will be opened by the Council of Papineau-Cameron at a Regular Public Council Meeting on or after **October 27, 2026**. Submitted proposal(s) pricing and specifications will be discussed by the Council of Papineau-Cameron at the Public meeting of Council.

Lowest or any Submitted Proposal will NOT necessarily be accepted

COMPLETION OF THE SUBMISSION

The submission must be completed in a hard paper copy. All entries shall be clear and legible and made indelible. All items shall be submitted according to any instruction in this document.

SUBMISSION WITHDRAWAL OR ALTERATION

Any Submission may be withdrawn prior to the scheduled time for Submission Closing. Submissions received after the date and time of closing will not be considered.

PROPONENT'S CONTACT

The Proponent shall name a person through whom all inquiries and communications about the goods/services they propose may be directed. This person shall have sufficient technical knowledge and responsibility to respond directly to any inquiries regarding this proposal. This contact name is to be listed on the Proposal Pricing Form included in the submission document.

PROPONENT EXPENSE AND RISK

The Proponents waive any claim, action or demand, however arising, whether in contract (including fundamental breach or breach of a fundamental term), tort (including negligence) or otherwise, for loss of profits, overhead expenses, liabilities, costs, expenses or other losses or damages incurred, sustained or suffered by themselves or any third party in connection with the acceptance or non-acceptance by the Township of any Submission, any delay in the acceptance of a Submission, or any other matters connected to the procurement or any subsequent negotiation process. All costs incurred in the preparation and presentation of the Submission and any subsequent negotiations shall be wholly absorbed by the Proponent. All supporting documentation submitted shall become the property of the Township.

EXAMINATION OF PROPOSAL DOCUMENTS

Each Proponent must satisfy himself/herself by a personal study of the RFP documents respecting the conditions existing or likely to exist in connection with the proposed award. There will be no consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by this RFP.

Prices submitted must include all costs and the Proponent must be satisfied as to the full requirements of the RFP. No claims for extra work will be entertained and any additional work must be authorized in writing prior to commencement. Should the Proponent require more information or clarification on any point, it must be obtained prior to submission of the Proposal.

INQUIRIES, OMISSIONS, DISCREPANCIES AND INTERPRETATIONS

The Township shall not be held liable for any errors or omissions in any part of this RFP.

ADDENDA

The Township may choose to issue addenda to provide clarification or additional information to proponents. Addenda will be distributed to all proponents who have registered their contact information. Addenda will be distributed using the latest contact information provided. The onus is upon the proponent to ensure the Township has the correct contact information. It is the proponent's ultimate responsibility to ensure they have received all addenda. Proponents must acknowledge receipt of addenda.

ACCEPTANCE OR REJECTION OF SUBMISSION AND TOWNSHIP RIGHTS

The Township reserves the right to accept or reject any Submission(s) in whole or in part, to negotiate with the Proponent(s) and to waive formalities, irregularities and/or omissions, if in so doing the best interests of the Township will be served without stating reasons therefore. No liability shall accrue to the Township for its decision in this regard. Any Submission or any part of any Submission will not necessarily be accepted. The lowest priced Submission does not necessarily constitute an award.

Notwithstanding and without restricting the generality of the statement immediately above, the Township shall not be required to award and accept a Submission, or recall a Submission at a later date:

- When only one (1) Submission has been received as a result of the RFP;
- Where the lowest responsive and responsible Proponent substantially exceeds the estimated cost;
- When all Submissions received fail to comply with the specifications or Submission terms and conditions;
- Where a change in the scope of work or specifications is required.

The Township reserves the right in its absolute discretion to:

- Vary, discontinue or cancel the procurement process, and/or commence a new process for the same or similar deliverables, if it deems reasonable conditions exist to do so.
- Provide additional written information to Proponents.

CONFLICT OF INTEREST

1. Each proponent must declare all Conflicts of Interest or any situation that may be reasonably perceived as a Conflict of Interest.
2. Conflict of Interest includes any situation or circumstance where in relation to the services, an proponent has other commitments, relationships or financial interests that,
 - a. could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of the Township's independent judgment; or
 - b. could be seen to, compromise, impair or be incompatible with the effective performance of its obligations.
3. In connection with its response, each proponent shall:
 - a. avoid any Conflict of Interest;
 - b. disclose to the Township without delay any actual or potential Conflict of Interest that arises during the RFP Process; and
 - c. comply with any requirements prescribed by the Township to resolve any Conflict of Interest.
4. In addition to all contractual or other rights or rights available at law or in equity or legislation, the Township may immediately exclude an proponent from further consideration or remove the proponent from the RFP Process if:
 - a. the proponent fails to disclose an actual or potential Conflict of Interest;
 - b. the proponent, fails to comply with any requirements prescribed by the Township to resolve a Conflict of Interest; or
 - c. the proponent's Conflict of Interest issue cannot be resolved.

ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)

The Accessibility of Ontarians with Disabilities Act, 2005 (AODA), is a law passed by the Ontario legislature that allows the government to develop specific standards of accessibility and to enforce them.

It is the successful Proponent's responsibility to ensure that it is fully aware of, and meets all requirements under the AODA and associated regulations.

CONFIDENTIAL INFORMATION OF THE TOWNSHIP

All information provided by or obtained from the Township in any form in connection with this RFP either before or after the issuance of the RFP:

- Is the sole property of the Township and must be treated as confidential;
- Is not to be used for any purpose other than replying to this RFP;

Proponents shall acknowledge the confidential and proprietary nature of certain information that is involved with this RFP and, as such, agrees to take all reasonable measures necessary to ensure the information is treated with the utmost confidentiality.

FREEDOM OF INFORMATION

Submissions received by the Township are confidential because they contain third party information. However, since *the Municipal Freedom of Information and Protection of Privacy Act* applies to municipalities and sets out certain rules regarding the release of third party information held by the municipality, this is not a guarantee that information submitted will not be released.

To assist the Township in maintaining Submissions as confidential documents, it is the responsibility of the Proponent to include a written notice within the Submission as to which specific components of the Submission are submitted in confidence. The notice must also include the nature of the confidential information and what harm(s) would result from the release of this information. Reasons for confidentiality under the *Act* include trade secrets, scientific, technical, commercial, financial, and/or labour relations/human resources information. The Submission should also be clearly marked "CONTAINS CONFIDENTIAL COMPONENTS". Under no circumstances can the entire Submission be identified as confidential by the Proponent, unless identified in advance by the Township of Papineau-Cameron for security reasons, etc.

Once a procurement process has been closed, pricing and specification information will be made available to the public. There may be a charge for this information. Requests for additional information may be subject to a fee as per the Fees By-law.

NEGOTIATIONS

The Township may award the RFP on the basis of Proposals received, without discussion. Each Proposal should, therefore, contain the Proponent's best terms and complete detailed information. The Township reserves the right to enter into negotiations with any Proponent or when only one proposal is received and it exceeds the budget if the Proponent is responsive and responsible.

SELECTION PROCESS AND AWARD

Unless stated otherwise the following procedures will apply:

- The Township will notify the successful Proponent of the award.

SCHEDULE OF ITEMS AND PRICES/FEES

The price Submission offered by the Proponent shall include all costs for the goods and/or services specified in this RFP.

No alterations, additions or deletions from the accepted Submission price will be permitted without the prior written approval of the Township.

Proponents are advised that all references to currency within this Submission document must be quoted in Canadian Funds and payments arising from this Submission award will be made in Canadian Funds.

RIGHTS OF THE TOWNSHIP

In addition to any other expressed rights or any other rights which may be implied in the circumstances, the Township reserves the rights to:

1. Make public, the names, the pricing, the specifications of any or all Proponents;
2. Request written clarification or the submission of supplementary written information from any Proponent;
3. Waive formalities and accept Proposals which substantially comply with the requirements of the RFP;
4. Verify with any Proponent or with a third party any information set out in a Proposal;
5. Check references other than those provided by any Proponent;
6. Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
7. Disqualify any Proponent or the Proposal of any proponent who has engaged in conduct prohibited by this RFP;
8. Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
9. Accept or reject a Proposal if only one Proposal is submitted;
10. Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to the Township;
11. Cancel this RFP process at any stage;
12. Cancel this RFP process at any stage and issue a new RFP for the same or similar services;
13. Accept any Proposal in whole or in part;
14. Discuss with any Proponent different or additional terms to those contemplated in this RFP or in any Proponent's Proposal;
15. Reject any or all Proposals in its absolute discretion;

The Township shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Proponent or any third party resulting from the Township exercising any of its express rights under this RFP or exercising any rights which may be implied in the circumstances.

By submitting a Proposal, the Proponent authorizes the collection by the Township of the information set out under (4) and (5) in the manner contemplated in those subparagraphs.

EVALUATION CRITERIA AND METHODOLOGY

Proposals will be evaluated by the Council of Papineau-Cameron at a public Council meeting.

3. REQUEST FOR PROPOSAL PRICING FORM

THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON

REQUEST FOR PROPOSAL RFP #2026-03

Commercial / Industrial Recycling Collection Request for Proposal

The proponent shall provide their proposal pricing in Canadian dollars below, based on the information provided in the attached Appendix "A" Commercial / Industrial Recycling Collection Agreement. Lowest or any proposal will not necessarily be accepted. Proponents may provide additional documentation to support the below pricing:

All Contract Pricing in this agreement shall include HST and all other applicable taxes.

Township of Papineau-Cameron **Commercial / Industrial Recycling Collection & Hauling** to the Recycling Plant.

Jan 1, 2027 to Dec 31, 2027 \$ _____ + \$ _____ HST = \$ _____

Jan 1, 2028 to Dec 31, 2028 \$ _____ + \$ _____ HST = \$ _____

In the event the Township of Papineau-Cameron requires additional work as defined in the agreement, the contractor shall invoice separately for the additional work.

- The hourly billing rate for additional work shall be \$ _____ per hour.

Company Name: _____

Company Address: _____

Phone: _____ Fax: _____ E-Mail: _____

Name of Proposal Bidder: _____

Signature: _____ Date: _____

THE CORPORATION OF THE
TOWNSHIP OF PAPINEAU-CAMERON

COMMERCIAL/INDUSTRIAL RECYCLING COLLECTION
REQUEST FOR PROPOSAL
RFP #2026-03

Appendix “A”

COMMERCIAL / INDUSTRIAL
RECYCLING COLLECTION AGREEMENT

COMMERCIAL/INDUSTRIAL RECYCLING COLLECTION AGREEMENT

BETWEEN:

The Corporation of The Township of Papineau-Cameron
(herein after called "The Township")

AND

(herein after called the "The Contractor")

WHEREAS The Corporation of The Township of Papineau-Cameron and ##### entered into a **Commercial/Industrial Recycling Collection** Agreement, effective from January 1, 2027 to December 31, 2028, subject to any amendments thereto or the termination of this said agreement.

THAT in consideration of the covenants, agreements and conditions contained herein, the parties hereto agree as follows:

1.0 GENERAL CONDITIONS

1.1 CONTRACT TERM

The term of this Agreement shall be 2 years, plus an option to the Township to renew for another additional, 3 year renewal term.

1.2 INSURANCE

The Contractor shall arrange, pay for and maintain during the full term of this agreement, public liability and property damage insurance in an amount of not less than \$5,000,000 per occurrence. The insurance policy shall be such that it protects the Township of Papineau-Cameron against all claims from all damage or injury, including death, to any person or persons and for damage to any property of the Township of Papineau-Cameron or any other public or private property, resulting from the execution of the work and services pursuant to this agreement.

The Contractor shall provide proof that the above insurance coverage is in place prior to commencing work and upon request from time to time during the term of the agreement.

1.3 PERFORMANCE

The Contractor covenants and agrees, during the term of this Contract, to perform to the Township's complete satisfaction the service or services required of him/her as set forth in this Contract and Agreement.

The Contractor further covenants that such services will be performed for the price and in accordance with the payment terms stated in this Agreement and that there will be no increase

in such price during the term of this Agreement except as otherwise permitted in the Agreement.

The Contractor shall be responsible for and shall give adequate attention to the faithful performance and completion of all matters pursuant to this Agreement. The contractor shall ensure that he/she has complied with all licensing requirements for the transportation of commercial/industrial recyclable materials and the operation of commercial vehicles.

In addition to the protection provided, the Contractor agrees to indemnify and save harmless the Township of Papineau-Cameron from all suits and actions for damages and costs to which the Township of Papineau-Cameron might be put by reason of injury to, or death of persons and damage to property resulting from the negligence, carelessness or any other cause in the performance of this work by the Contractor or his/her representatives and/or employees.

1.4 WORKERS SAFETY & INSURANCE BOARD

The Contractor shall provide proof of WSIB coverage in good standing prior to commencing the work and upon request from time to time during the term of the agreement. The contractor shall maintain proper WSIB coverage throughout the course of the work. The Township reserves the right to impose a condition on the release of any payments requiring the presentation of a WSIB clearance certificate.

1.5 SAFETY & ORDER

The Contractor shall employ only orderly, competent and skillful persons to execute the work. The Contractor shall ensure that all safety regulations are followed to ensure the safety of his/her workers as per the various current labour and safety legislation. The Contractor shall maintain good order and discipline among the Contractor's employees and sub-contractors engaged on the project, and shall not employ workers unskilled in the tasks assigned.

1.6 DEFICIENT WORK

A deficiency is defined as any work that does not meet the requirements of this agreement, unsafe work practice or uncompleted work. Evaluation of such deficiency shall be determined by the Township Clerk and/or Township Council in an ethical and fair manner.

Any work completed and found to be deficient, or in the opinion of the Township Clerk and/or Township Council, is not satisfactory will be corrected at the Contractor's expense. This condition shall be binding whether the contractor corrects the deficiency himself/herself or the Township corrects the deficiency itself.

In all cases, the Contractor shall be given an opportunity to correct the deficiency himself/herself. The Contractor's window of opportunity shall be a minimum of 1 day from the date the Contractor is notified of the deficiency in writing. Failure to correct the deficiency within the window of opportunity may result in the performance of the work by others and such costs may be charged back against the Contractor's invoices. The Township shall first issue a

notice in writing that corrections are going to be undertaken by others and that costs will be charged back against the Contractors invoices or other payments under this agreement.

All parties agree that in the event of a dispute as to the legitimacy or reasonableness of a deficiency claim, it shall be resolved by the Township Clerk and/or Township Council, and notice of such resolution shall be issued in writing to all parties.

1.7 AGREEMENTS & AMENDMENTS

This Agreement supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the work described herein, including the following documents:

- This Agreement between the Contractor and the Township
- Papineau-Cameron Township By-Law 2004-17 Recycling & Recycling Collection

1.8 ADDITIONAL WORK OR CHANGE IN WORK

Additional work referred to in this agreement shall mean specifically a directive to the Contractor to add collection locations or add distance to the hauling or collection route established upon the commencement of the contract work or as specified in this agreement, whichever is the higher quantity. Compensation for additional work shall be as prescribed by the Contract pricing or at the Township's option as agreed to by all parties.

The Contractor also acknowledges that fair credits or reduction in fees shall accompany any reduction of work that may be requested from time to time by the Township. Any such change in work shall come in the form of a Change Order from the Township Clerk and/or Township Council. Any change that would result in a decrease in contract price of more than 10% from the contract price will attract a negotiated new price by the Contractor, so as to permit the assimilation of administrative costs into the new adjusted contract price. Also, the option of termination under Section 1.9 may apply.

1.9 TERMINATION

It is acknowledged that if the Contractor or his/her representatives and/or employee fail to perform the work and services under this contractual agreement to the approval and satisfaction of the Ministry of the Environment for the Province of Ontario and/or the Township of Papineau-Cameron, this agreement may be terminated by the Township of Papineau-Cameron or the services of the Contractor be suspended by the Township of Papineau-Cameron upon 30 days written notice from the Township of Papineau-Cameron to the Contractor.

It is acknowledged that if the Township of Papineau-Cameron deems it to be in its best interest, or by Provincial Regulations or other Government requirement, needs to dramatically change the Commercial/Industrial Recycling Collection Agreement, the Contractor shall be offered the first right of refusal to negotiate the required changes to the Contract.

Should the Contractor not be capable of providing Commercial/Industrial Recycling Collection services, under a revised scope of work, the Township of Papineau-Cameron shall reserve the right to terminate the Agreement with 30 days advance written notice.

In addition, the Township or the Contractor may terminate or suspend this Agreement at any time, without cause, upon not less than thirty (30) days written notice of intention to terminate.

No damages or compensation will be payable by the Township as a result of the termination or suspension.

Notice to be given shall, save as otherwise specifically provided, be in writing addressed to the party for whom it is intended and shall be deemed to have been received if sent by prepaid registered mail or courier on the third day after mailing.

1.10 INTERPRETATION OF WORK PROCESS

In the event that there is a difference of opinion or interpretation of the provisions & terms relating to the work required, the decision of the Township' Clerk and/or Township's Council shall prevail.

The Contractor is responsible for touring the routes and collection areas defined by this agreement to satisfy himself/herself of all the particulars related to carrying out the services described in this agreement.

1.11 PERFORMANCE GUARANTY

The Contractor shall not be required to provide a bond or performance holdback at the onset of the contract execution. However, should there be a non-conformance with the contract requirements, the Township of Papineau-Cameron reserves the right to withhold any amount up to 10% of the contract price for a period of 3 months following the correction of the non-conformance as a performance guaranty.

Should there be a further non-conformance of the same nature as the non-conformance that attracted the requirement of a performance holdback, or of another nature, the Township of Papineau-Cameron reserves the right to correct the non-conformance using its own forces or other forces and charge the costs of such corrective action to the performance holdback account.

1.12 SUCCESSION & ASSIGNMENT

The Contract Documents are to be read into and form part of this agreement and the whole shall constitute the Contract between the parties and subject to the law, shall be binding to both parties hereto, their respective heirs, legal representative, successors and assigns.

The Contractor shall not assign, transfer or sublet the whole or any part of this agreement or the work services to be performed pursuant thereto without written consent from the Township of Papineau-Cameron.

2.0 SPECIFIC CONDITIONS

2.1 DESCRIPTION OF WORK

The Contractor shall collect and pickup all commercial and industrial recyclable materials placed at curbside and, where applicable, located within the municipal boundaries of the Township of Papineau-Cameron in accordance with By-Law 2004-17.

The Contractor shall prepare pricing for the collection of the following materials:

- Fine paper, newsprint, catalogues, phone books and other paper fiber products.
- Cardboard and hardboard wood fiber material.
- Paper laminate and foam packaging
- Cartons, plastic containers, flexible plastics
- Co-mingled plastics & plastic film, aluminum, metal containers, and glass.

2.2 EQUIPMENT

The Contractor shall demonstrate that he/she has the necessary equipment or vehicle to carry out the work in a continuous fashion for the duration of the term of the contract. The Contractor shall only employ equipment and vehicles that are fit for the work being undertaken.

The Contractor acknowledges that repeated chronic mechanical failures causing delays in the provision of services constitutes a deficiency. Under such conditions the Township may request from the contractor a plan showing how the problem will be resolved and in what time frame. Any such plan shall be to the satisfaction of the Township's Clerk and/or Township Council for acceptance.

The equipment & vehicles being used for this contract shall be kept painted and clean so as to provide a neat and clean appearance when in operation. A waste/recycling disposal truck that is not operating with a clean appearance shall be deemed a non-conformance. The only labels and decals permitted on the vehicles shall be those required by law, the company's logo and information and any other decals shall be to the approval of the Township.

2.3 SERVICING AREA

Commercial/Industrial Recycling Collection service shall be provided to the following commercial and industrial establishments within the Township of Papineau-Cameron, including:

- | | |
|------------------------|-----------------------|
| • 6251 Highway 17 | - 51 Old Highway 17 |
| • 28 Taggart Lake Road | - 5233 Highway 17 |
| • 5182 Highway 17 | - 146 Earls Lake Road |
| • 5151 Highway 17 | - 4837 Highway 17 |
| • 4861 Highway 17 | - 4801 Highway 17 |
| • 4829 Highway 17 | - 3962 Highway 17 |
| - 2314 Highway 17 | |

2.4 SCHEDULE

The Contractor shall arrange an efficient route and schedule to ensure that recycling is collected in the Township of Papineau-Cameron as follows:

Commercial and Industrial

- Once weekly from January 1 to December 31
(52 collections per year)

A mutually acceptable schedule shall be established and adhered to for the duration of the term of the contract. The Contractor shall work to maintain a consistent collection schedule for his/her route. Any changes to the schedule shall not be undertaken without the written approval of the Township Clerk and/or Township Council.

2.5 APPLICABLE BY-LAW and DESTINATION

For the purpose of this contract, we ask that the Contractor include in his/her bid price a budget for a hauling route of 140 kilometres return to a recycling plant in North Bay (70 kms away).

2.6 LOCAL COLLECTION ROUTE

The Contractor is responsible for establishing his/her own route to adequately service the Township of Papineau-Cameron.

2.7 TRACKING COLLECTION VOLUME / WEIGHT

The Contractor shall be responsible for recycling plant processing fees and tracking the weight of each load of material being collected and dropped off at the recycling processing plant.

The contractor shall submit the weigh slips that are provided by the recycling processing plant to the Township of Papineau-Cameron on a monthly basis.

2.8 CONTRACT PAYMENT

The Contract pricing shall be on the lump sum annual basis paid in twenty-four equal payments. Each equal payment shall be issued on the 15th and 30th of each month, or nearest business day following those dates.

The Township of Papineau-Cameron shall issue payments directly to the Contractor on the above payment schedule.

The contract price shall include all labour, equipment, materials, repairs, overhead and profit required to carry out all the work prescribed in this agreement.

2.9 CONTRACT PRICING

All Contract Pricing in this agreement shall include HST and all other applicable taxes.

Township of Papineau-Cameron **Commercial/Industrial Recycling Collection & Hauling to Recycling Plant.**

ONCE A WEEK (52 collections per year)

Jan 1, 2027 to Dec 31, 2027 \$ _____ + \$ _____ HST = \$ _____

Jan 1, 2028 to Dec 31, 2028 \$ _____ + \$ _____ HST = \$ _____

2.10 ADDITIONAL BILLINGS

In the event the Township of Papineau-Cameron requires additional work as defined in this agreement, the contractor shall invoice separately for the additional work.

- The hourly billing rate for additional work shall be \$ _____ per hour.

Any additional work or other work that is outside the normal scope of this agreement must be approved by the Township Clerk and/or Township Council. No extra work shall be paid for, unless the work is authorized in writing by the Township Clerk and/or Township Council.

2.11 CHANGES IN CONTRACT PRICE FOR FUEL COSTS

The Township understands the volatility of fuel costs and this shall provide a mechanism for the contractor and the Township to agree on an adjustment to the contract price based on significant changes to the price of fuel.

If there is a sustained price change increase or decrease of more than 10 cents per litre in fuel over a period of 3 months, the contractor and/or the Township has the option to apply for an adjustment to the contract price to reflect the new market fuel cost prices. To establish the price at the time of application, the following process will be used to establish the present fuel price.

The present fuel cost shall be the average fuel price of the local fuel stations for the applicable fuel, or at the Township's option, the actual prices paid by the contractor as demonstrated by fuel expense documentation satisfactory to the Township's Clerk and/or Township Council. The adjustment to the contract price shall be established by the following formula;

$$\text{FSG} = \text{TPG} \times 0.235 \times (\text{PFC} / (\text{Fuel Price as at Tender Date}) - 1)$$

FSG is Fuel Surcharge for Commercial/Industrial Recycling Collection

TPG is the current Tendered Price under the contract for Commercial/Industrial Recycling Collection

PFC is the Present Fuel Cost as established per the process above

2.12 CONTINGENCY PLAN

The Contractor shall have a contingency plan in place to ensure that collection services are not compromised as a result of mechanical breakdowns.

2.13 MUNICIPAL BY-LAWS

The Contractor shall ensure that all his/her activities while performing the work and services described herein, are in conformance with all applicable municipal By-Laws, including the attached schedules.

2.14 OPTION TO RENEW CONTRACT

The Township of Papineau-Cameron reserves the right to renew this contract for a further 3 year term once, exclusively at the Township's own option if it deems a renewal to be in its best interest. Should the Township choose not to renew this contract, it shall provide written notice of its decision at least 185 days (6 months) prior to the end of the term of this contract, or any of the renewal terms.

Should the Township choose to offer a renewal, the Township will provide a written offer to renew to the contractor and that such renewal will mean that all terms and conditions of this contract shall remain in force for the duration of the renewal, with the exception of the contract price. The contractor shall provide a renewal contract price offer to the Township that does not exceed the annual inflation rate established by the Bank of Canada in the last year of the contract being renewed.

The Contractor shall give notice in writing at least 185 days (6 months) in advance of the end of the contract term, or that of a renewed contract, his/her intention to entertain or not entertain a renewal.

2.15 RECEIPT OF AND ADDRESSES FOR CORRESPONDENCE

The "Township" at 4861 Hwy 17, P.O. Box 630, Mattawa, ON P0H 1V0

The "Contractor" at _____

IN WITNESS WHEREOF, the Parties have executed the Agreement on the dates set out below.

CONTRACTOR

NAME

POSITION HELD

SIGNATURE
I have the authority to bind the Corporation

DATE

NAME

POSITION HELD

SIGNATURE
I have the authority to bind the Corporation

DATE

THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON

MAYOR
I have the authority to bind the Corporation

DATE

CAO/CLERK-TREASURER
I have the authority to bind the Corporation

DATE

By-law Number 2004-17

The Corporation of the Township of Papineau-Cameron

**RECYCLING AND
RECYCLING COLLECTION BY-LAW**

BEING a by-law for establishing and maintaining a system for the collection, removal and disposal of recyclable material and for contracting with any person for the collection, removal and disposal by him of recyclable materials upon such terms and conditions as may be considered expedient.

WHEREAS the Municipal Act, SO 2001 25 11 (1) (3) provides for establishing and maintaining a system for the collection, removal and disposal of recyclable, and for contracting with any person for the collection, removal and disposal by him of recyclable material upon such terms and conditions as may be considered expedient, and;

WHEREAS the Council of the Corporation of the Township of Papineau-Cameron deems it desirable to establish and maintain a system for the collection, removal and disposal of recyclable materials, and for contracting with any person for the collection, removal and disposal by him of recyclable materials upon such terms and conditions as may be considered expedient within the Township.

NOW THEREFORE, the Council of the Corporation of the Township of Papineau-Cameron enacts as follows:

1. Definitions:

For the purpose of this By-law, the following words shall have the meaning given herein:

- a) "Ashes" shall mean the incombustible residue of any fuel that has been burned and shall include soot or other cleaning of chimneys.
- b) "Dwelling" shall mean any building or other place occupied or used as a place of abode, other than a hotel, restaurant, apartment house, tenement, motel or building which accommodates more than two separate dwelling units.
- c) "Garbage" shall mean waste food or any putrescible organic matter resulting from the preparation, consumption of edible food excluding night soil.
- d) "Householder" shall mean any owner, occupant, lessee, tenant or other person in charge of any dwelling, hotel, restaurant, apartment house, office building, public institution or other premises.
- e) "Domestic" shall be defined as the disposing of domestic refuse originating from residences containing two or less dwelling units.

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- f) "Commercial" shall be defined as the disposing of refuse originating from properties containing more than two dwelling units.
 - i) All refuse originating from industries, businesses and institutions will be considered as commercial.
- g) "Commercial Swill" shall mean the undrained refuse resulting from the operation of any commercial establishment and without restricting the generality of the foregoing shall include any non-solid refuse from restaurants and hotels.
- h) "Supervisor" shall mean the authorized agent of the Township of Papineau-Cameron
- i) "Uncollectible Waste" shall mean any waste or matter other than specified recyclable materials, and notwithstanding and without restricting the generality of the foregoing shall include:
 - (i) Weighty or bulky articles such as stoves, furnaces, bed springs, furniture, etc.
 - (ii) Celluloid cutting, moving picture films, oil soaked rags and any explosive or highly combustible material of any nature whatsoever.
 - (iii) Tires, batteries, used oil or gasoline containers or any waste material resulting from the sale of gasoline or oil or the waste material resulting from the repair of any automobile truck or vehicle.
 - (iv) Construction debris from the construction, demolition or alteration of any structure.
 - (v) Natural soil, earth, sand, clay, gravel loam stones or any similar excavated material.
 - (vi) Swill or any other organic matter not properly drained or wrapped.
 - (vii) Sawdust and/or shavings.
 - (viii) Used oil or any liquid waster.
 - (ix) Bandages, poultices, dressings, and other such waste resulting from treatment in hospitals, clinics.
 - (x) Hay, straw and manure.
 - (xi) Night soil.
 - (xii) Carcass of any animal.
 - (xiii) Ashes.
 - (xiv) Rubbish
 - (xv) Garbage
 - (xvi) Any materials which has become frozen to the receptacle and cannot be removed by shaking.

And, for the purpose of the By-law uncollectible waste will not be collected on regularly scheduled recycling collection days.

- j) "Rubbish" shall include the sweepings and cleanings from yards, basements, sheds or other places, and branches cut trees or shrubs, boxes, barrels, or other containers, excelsior and other packing materials.

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- k) "Street" shall mean any public highway, road, street lane, alley, square, place, thoroughfare, footpath or way within the Town.
- l) "Township" shall mean the Corporation of the Township of Papineau- Cameron
- m) "Contractor" shall be the person or firm approved and authorized by Council to collect garbage within the Township
- n) "Recyclable Materials" shall mean all waste and refuse that is known to be recyclable material and as listed in the Recycling Collection policy as amended by Council from time to time.

2. **For the purpose of this By-law, the Contractor will collect only recyclable material from residential and commercial properties within the Township of Papineau-Cameron that complies with this By-Law.**
3. No persons shall deposit or cause to be deposited any recyclable materials or uncollectible waste or rubbish within the Township limits. It shall be unlawful for any person to throw or deposit or cause to be thrown or deposited recyclable, uncollectible waste or rubbish in or upon any vacant lot or backyard or to store or keep the same otherwise than in cans or receptacles as required under this By-law. No person shall pick over, interfere with, disturb, remove or scatter any article or articles placed for removal whether such article or articles are contained in covered containers or otherwise, except and until the same is removed as herein provided.
4.
 - a) Every occupier of a dwelling where recyclable material is created shall provide upon such premises, in a suitable place, sufficient recyclable containers composed of non-corrosive and non-biodegradable material and being no deeper than 24 inches and having a weight of no more than 50 lbs. As many containers as required are allowed to be placed for pickup. Cardboard must be broken down and kept with all cardboard.
 - b) Every commercial client shall be subject to the same rules as in Article 4a).
 - c) Domestic clients shall be picked up once every two weeks (26 weeks per year).
 - d) Commercial clients shall be picked up once per week (52 weeks per year) or as otherwise arranged with the contractor.
5. It shall be the duty of the person receiving rent for a furnished or unfurnished apartment to provide a common place where the recyclable material receptacles as described in Section 4 shall be properly stored to facilitate collection by the appropriate agency as hereinafter provided.
6. It shall be the responsibility, under the provisions of this By-law, for each and every person to properly place, for ultimate disposal, all recyclable material in the manner set forth in the following rules, namely:
 - a) Recyclable materials shall be drained of all liquids and be securely placed in a proper receptacle supplied by the person concerned. No ashes, uncollectable waste or rubbish may be placed therein.

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- b) All paper fibre materials shall be bound or kept together in such a manner that it can be removed from the container all together.
- c) All cardboard or board fibre shall be broken down and bound or kept together in such a manner that it can be removed from the container all together
- d) All recyclable materials shall be separated by stream within "Blue Box" boxes or suitable containers.
- e) Rubbish and uncollectable waste as defined in Section 1 (i) (j) of the By-law shall be removed by the person concerned at his own expense at least once per week. Pending such removal, the material referred to in this paragraph shall be stored by the said person in covered wooden boxes and/or covered containers to prevent such material from being spread.

7) Placing Receptacles for Collection:

- a) Receptacles set out for collection shall be placed as close as possible to the edge of the roadway without obstructing the roadway, sidewalk or footpath and shall be in a position easily accessible to the collector. In the Township of Papineau-Cameron, materials shall be placed on the **side of the street/road** as will be designated by Council/Contractor (i.e all materials on one street/road shall be placed on the **same side of the street/road** to facilitate time savings, cost savings and safety.
- b) Material for collection shall not be placed on a highway or public property before six (6) p.m. on the day preceding collection and shall be placed at the prescribed location for collection not later than seven (7) a.m. on the collection day in the Township of Papineau-Cameron.
- c) Empty receptacles as well as all material which the collector refuses must be removed from the highway or from public property by the householder of the premises from which they came before eight (8) p.m. on the same day that the recyclable material is collected or the material refused.

- 8. No person shall obstruct any street, as defined in this By-law or other public place by placing thereon any recyclable materials, recycling receptables, refuse of any sort or other encumbrances. No containers shall be permitted to remain on the street or in front of the premises served for any unreasonable length of time after collection has been affected.
- 9. Any material or containers containing materials, not in conformance with this By-Law or containing materials not in conformance with this By-Law shall not be collected. Such uncollected materials shall be left for the owner to remove it from curbside to make good the non-conformance and resubmit for collection at the next scheduled collection day.
- 10. For the purpose of the said collection, the Contractor, with the approval of the municipality may direct that the Township be divided into as many collection zones or districts as may be deemed necessary for the convenient collection of recyclable material and may fix a day or days on which the same shall be collected in the said districts.
- 11. Under no circumstances shall an employee performing this normal duties as a garbage collector enter any building or ascend or descend any interior or exterior stairway, elevator or hoist for the purpose of removing from or returning thereto any recyclable

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material or receptacle for same. Nor shall he demand any gratuity gift for consideration for services rendered in addition to his regular compensation for performing such duties.

12. Where receptacles containing liquids of the consistency of swill, carcasses of dogs, cats or other animals are encountered, the collectors shall leave the same and report as soon as possible to the Medical Officer of Health or his representative who shall cause the same to be rectified or removed at the expense of the person concerned.
13. No person shall remove or convey or cause or permit to be removed or conveyed, any recyclable materials, upon or along any public street or any other public place within the Township except in vehicles properly covered, leakproof, metallic containers properly covered with tarpaulins or canvass, and fastened down around the edges so as to prevent any of the contents falling therefrom.
14. Collection may be refused to any person known to have a troublesome dog on the premises, unless such dog is safely secured at a reasonable distance away from the location of the garbage containers.
15. For the purpose of this By-law each apartment, or place of abode shall be considered as a separate dwelling and each dwelling unit shall have a separate recyclable material receptacle except under the following conditions: Owners of apartment buildings may be permitted to utilise a centralised pickup station if it is constructed and maintained to the satisfaction of the contractor.
16. It shall be the duty of occupiers of premises to maintain the recyclable material receptacle and the immediate vicinity of such receptacle in a clean and sanitary condition.
17. No person shall burn or cause to be burned any garbage, recyclable material refuse or waste material.
18. Penalty:
Every person who contravenes any of the provisions of this By-law is guilty of an offence and shall, upon the conviction thereof, be subject to a penalty not to exceed \$1,000.00, exclusive of costs, for each offence and said penalty shall be recoverable under the Provincial Offences Act, R.S.O., 1990.
19. All questions pertaining to the interpretation of this By-law shall be arbitrated by the Supervisor.
20. Force and Effect
That this By-law shall come into force and take effect on the 1st of

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READ, PASSED and ADOPTED this 17 day of August, 2004.



Mayor



Clerk

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