THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON

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Website: www.papineaucameron.ca

DATE: November 10, 2026 **RESOLUTION NUMBER:** 2026- 297

MOVED BY: _____ **SECONDED BY:** _____

WHEREAS Council resolution 2026-255 advertised for a request for proposal for the curbside commercial/industrial recycling collection services;

AND WHEREAS four proposals have been received and opened at the regular Council meeting of October 27, 2026;

THAT Council is in agreement to schedule a future Commercial / Industrial Recycling Collection Agreement with NOR RAIL INC to provide the curbside commercial / industrial recycling collection services in the amounts of

$ 15,000. plus taxes for year 2027, and

$ 15,500. plus taxes for year 2028

COPY

CARRIED: _____ **NOT CARRIED:** _____
(Mayor) (Mayor)

Recorded Vote (Upon Request of Councillor _____) Section 246 (1) Municipal Act

RECORDED DIVISION VOTE	YES Signature	NO Signature	ABSTAIN Signature
Mayor Robert Corriveau			
Deputy Mayor Shelley Belanger			
Councillor Keith Dillabough			
Councillor Jason Bélanger			
Councillor Mélanie Chenier			

THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON

BY-LAW NUMBER 2026-___

BEING A BY-LAW TO ENTER INTO A COMMERCIAL / INDUSTRIAL RECYCLING COLLECTION AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON AND NS RAIL INC.

WHEREAS the Municipal Act, S.O. 2001 c. 25, as amended authorizes municipalities to enter into an agreement;

AND WHEREAS the Council of The Corporation of The Township of Papineau-Cameron deems it expedient to enter into a Commercial / Industrial Recycling Collection Agreement with NS Rail Inc., approved by Resolution 2026-_____ passed by Council on November 24, 2026;

NOW THEREFORE the Council of The Corporation of The Township of Papineau-Cameron enacts the following;

1. THAT the Mayor or Deputy Mayor and Clerk are hereby designated as signing officers and authorized to execute a Commercial / Industrial Recycling Collection Agreement with NS Rail Inc. for the provision of Recycling Collection Services for the Township of Papineau-Cameron.

2. THAT the Commercial / Industrial Recycling Collection Agreement attached hereto as Schedule "A" (together with its schedules) as incorporated herein forms a part hereof of this By-law.

3. THAT the attached Commercial / Industrial Recycling Collection Agreement is effective from January 1, 2027 to December 31, 2028, subject to any amendments thereto or the termination of the said agreement.

4. THAT this Agreement shall be effective from the date of signing.

5. THAT this By-Law shall become ratified upon the signing thereof.

READ A FIRST, SECOND AND THIRD TIME, ENACTED AND PASSED BEFORE AN OPEN COUNCIL, THIS **24th** DAY OF **NOVEMBER, 2026.**

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_____ _____

MAYOR **CAO/CLERK-TREASURER**

COMMERCIAL / INDUSTRIAL RECYCLING COLLECTION AGREEMENT

BETWEEN:

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

AND

NS Rail Inc.
(herein after called the "The Contractor")

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 Commercial / Industrial Recycling Collection Agreement shall be 2 years, effective from January 1, 2027 to December 31, 2028, subject to any amendments thereto or the termination of this said agreement, 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 municipal commercial and 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.

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1.4 WORKERS SAFEFY & 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 or 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 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 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.

Any notice given under this Agreement must be in writing and may be delivered by any of the following methods: sent by hand delivery, sent by prepaid registered mail, sent by a recognized courier, or sent by email. Notice will be deem to have been received: (a) if delivered by hand, on the date of delivery; (b) if sent by registered mail or a recognized courier, on the third business day following the date of mailing; or (c) if sent by email, on the next business day following transmission, provided that the sender does not receive a delivery failure notification.

1.10 INDEMNITY AND LIABILITY

NS Rail Inc. agree to indemnify, defend and hold harmless The Corporation of The Township of Papineau-Cameron, and its affiliates and their respective employees, directors, officers, principals, partners, shareholders, and agents ("the Indemnified Parties") from and against any and all manner of actions, suits, claims, executions and demands which may be brought against or made upon the Indemnified Parties and against all loss, costs, charges, damages and expenses which may be sustained, incurred or paid by the Indemnified Parties which may arise either directly or indirectly by reason of any work performed by the Indemnified Parties pursuant to this Agreement, including loss, damage or injury, including injury resulting in death, to any person or property directly or indirectly arising out of, resulting from or sustained by any person or party in connection with the work to be performed under this Agreement except as may be by reason of the negligence on the part of the Township, its servants or agents.

The parties agree that NS Rail Inc. shall not be deemed an agent of The Corporation of The Township of Papineau-Cameron for any purpose. The parties hereto agree that nothing in this Agreement shall be construed as creating a partnership, employment or agency relationship between them.

1.11 INDEPENDENT LEGAL ADVICE

NS Rail Inc. acknowledge that The Corporation of The Township Papineau-Cameron has provided them with a reasonable opportunity to obtain independent legal advice with respect to this Agreement, and that either:

(a) they have obtained such independent legal advice prior to executing this Agreement, or

(b) they have willingly chosen not to obtain such advice and to execute this Agreement without having obtained such advice.

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1.12 ESTOPPEL OF OWNERS

NS Rail Inc. agree not to call into question directly or indirectly in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of The Corporation of The Township of Papineau-Cameron to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against NS Rail Inc. in any such proceedings.

1.13 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.

1.14 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.

1.15 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 CONDITONS

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 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.

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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
- 28 Taggart Lake Road
- 5182 Highway 17
- 5151 Highway 17
- 4861 Highway 17
- 4829 Highway 17
- 2314 Highway 17
- 51 Old Highway 17
- 5233 Highway 17
- 146 Earls Lake Road
- 4837 Highway 17
- 4801 Highway 17
- 3962 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 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 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 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 **$ 15,000.00** + **$ 1,950.00** HST = **$ 16,950.00**

Jan 1, 2028 to Dec 31, 2028 **$ 18,500.00** + **$ 2,405.00** HST = **$ 20,905.00**

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 $75.00 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;

FSG = TPG x 0.235 x (PFC / (Fuel Price as at Tender Date) - 1)
FSG is Fuel Surcharge for Garbage Collection
TPG is the current Tendered Price under the contract for Garbage 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.

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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 ENTIRE AGREEMENT

This agreement, including the attached Schedules, constitute all the Agreements between the parties at the time this Agreement is entered into concerning its subject matter, and cancels and supersedes any prior Agreements or undertakings, written or verbal, in respect of it.

2.16 GENERAL

(a) Time shall in all respects be of the essence hereof.

(b) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(c) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

2.17 RECEIPT OF AND ADDRESSES FOR CORRESPONDENCE

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

The "Contractor" at 1930 Papineau Road, Mattawa, ON P0H 1V0

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

NS RAIL INC.

_____ _____

NAME POSITION HELD

_____ _____

SIGNATURE DATE

I have the authority to bind the Corporation

_____ _____

NAME POSITION HELD

_____ _____

SIGNATURE DATE

I have the authority to bind the Corporation

THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON

_____ _____

MAYOR DATE

I have the authority to bind the Corporation

_____ _____

CAO/CLERK-TREASURER DATE

I have the authority to bind the Corporation

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 form 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 recylcable 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 recylable 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

COPY

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

Mayor

Clerk

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