THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON

4861 Highway 17, P.O. Box 630, Mattawa ON P0H 1V0
Office: (705) 744-5610 • Fax: (705) 744-0434 • Garage: (705) 744-5072
Website: www.papineaucameron.ca

DATE: November 10, 2026 **RESOLUTION NUMBER:** 2026- 292

MOVED BY: M Chenier **SECONDED BY:**

THAT Council Resolution 2026-281 is hereby rescinded.

COPY

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

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Website: www.papineaucameron.ca

DATE: October 27, 2026 **RESOLUTION NUMBER:** 2026- 281

MOVED BY: M Chenier **SECONDED BY:**

WHEREAS Council resolution 2026-241 advertised for a request for quotation/proposal for the curbside garbage collection services;

AND WHEREAS four proposals have been received and opened at the regular Council meeting of October 13, 2026;

THAT Council is in agreement to schedule a future Garbage Collection Agreement with NAYLOR SERVICES to provide the curbside garbage collection services in the amounts of

$ 75,000.00 plus taxes for year 2027 and,

$ 85,000.00 plus taxes for year 2028

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

COPY

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			

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Website: www.papineaucameron.ca

DATE: November 10, 2026 **RESOLUTION NUMBER:** 2026- 293

MOVED BY: M Chenier **SECONDED BY:**

THAT Council resolution 2026-241 advertised for a request for quotation/proposal for the curbside garbage collection services;

AND WHEREAS four proposals have been received and opened at the regular Council Meeting of October 13, 2026;

THAT Council is in agreement to schedule a future Garbage Collection Agreement with NS RAIL INC. to provide the curbside garbage collection services in the amounts of

$ 75,000.00 plus taxes for year 2027 and,

$ 85,000.00 plus taxes for year 2028

COPY

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

Recorded Vote (Upon Request of Councillor Shelley Belanger) 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			

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Website: www.papineaucameron.ca

DATE: November 10 2026 **RESOLUTION NUMBER:** **2026-** 294

MOVED BY: **SECONDED BY:** Shelley Belanger

THAT COUNCIL RESOLUTION 2026-241 ADVERTISED FOR A REQUEST FOR QUOTATION/PROPOSAL FOR CURBSIDE GARBAGE COLLECTION SERVICES; AND WHEREAS FOUR PROPOSALS HAVE BEEN RECIEVED AND OPENED AT THE REGULAR COUNCIL MEETING OF OCTOBER 13, 2026;

THAT COUNCIL IS IN AGREEMENT TO SCHEDULE A FUTURE GARBAGE COLLECTION AGREEMENT WITH MILLER WASTE SYSTEMS INC TO PROVIDE THE CURBSIDE GARBAGE COLLECTION SERVICES IN THE AMOUNTS OF

$ 77284.20 PLUS TAXES FOR YEAR 2027, AND

$ 79604.78 PLUS TAXES FOR YEAR 2028

COPY

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

Recorded Vote (Upon Request of ~~Councillor~~ MAYOR CORRIVEAU) 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		MChenier	

THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON

BY-LAW NUMBER 2026-__

BEING A BY-LAW TO ENTER INTO A GARBAGE COLLECTION AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON AND MILLER WASTE SYSTEMS INC.

AND 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 Garbage Collection Agreement with Miller Waste Systems 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 are authorized to execute a Garbage Collection Agreement between The Corporation of The Township of Papineau-Cameron and Miller Waste Systems Inc.
2. THAT the Garbage 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 Garbage 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**.

DRAFT

MAYOR

CAO/CLERK-TREASURER

GARBAGE COLLECTION AGREEMENT

BETWEEN:

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

AND

Miller Waste Systems 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 Garbage 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 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 residential and commercial waste 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.

DRAFT

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 2004-15 Establish and Maintain Garbage

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/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 Garbage 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 Garbage 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 deemed 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

Miller Waste Systems 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 Miller Waste Systems 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

Miller Waste Systems 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.

DRAFT

1.12 ESTOPPEL OF OWNERS

Miller Waste Systems 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 Miller Waste Systems 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 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 CONDITIONS

2.1 DESCRIPTION OF WORK

The Contractor shall collect and pickup all residential and commercial garbage and refuse located within the municipal boundaries of the Township of Papineau-Cameron, in accordance with By-Law 2004-15. The Contractor shall deliver the collected garbage to the Mattawa Landfill Site in the Township of Papineau-Cameron.

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.

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 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

Curbside Collection service shall be provided to the whole of the Township of Papineau-Cameron, save and excepting:

- South of the intersection of Hazelwood Road and Sturgeon Lake Road
- South of Boutz Road #27

Bin Collection service shall be provided, that includes all bagged and loose garbage inside and outside of garbage bins.

- Bins for Sturgeon Lake Road (across from #712 Sturgeon Lake Road)
- South of the intersection of Papineau Road and Boutz Road
- North of the intersection of Papineau Road and Collins Road

Special Collection service is required for the end of Neault Road from #272 to the end of the road. Due to the narrow road, garbage shall be collected, by pickup truck.

2.4 SCHEDULE

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

Residential

- Once weekly from May 1 to October 31.
- Bi-weekly from November 1 to April 30.

(40 collections per year)

Commercial

- Once weekly (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

All material shall be hauled to the Mattawa landfill site located in Papineau-Cameron Township, and disposed of in accordance with the Landfill Use By-Law "Town of Mattawa By-Law 96-18".

It is specifically understood and agreed that the Contractor is fully and solely responsible for the collection and pickup of all household, residential and commercial garbage and refuse, that is properly set out in accordance with By-Law 2004-15 and located within the municipal boundaries of the Township.

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 tracking the volume or weight (as specified by the Council of Papineau-Cameron) of garbage that is separately generated by the Township of Papineau-Cameron. The residential and the commercial garbage shall be tracked separately. Monthly tracking reports shall be submitted to the Township of Papineau-Cameron.

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 **Garbage Collection** & Hauling to Landfill Site.

Jan 1, 2027 to Dec 31, 2027 **$77,286.20** + **$10,047.21** HST = **$87,333.40**

Jan 1, 2028 to Dec 31, 2028 **$79,604.78** + **$10,348.62** HST = **$89,953.40**

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 $ 165.12 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 will 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, their intention to entertain or not entertain a renewal.

DRAFT

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 505 Miller Avenue, Markham, ON, L6G 1B2 (Head Office)

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

MILLER WASTE SYSTEMS INC.

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

DRAFT

BY-LAW 2004- 15

THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON

Being a By-law to Establish and Maintain Garbage Collection

Being a By-law to establish and maintain a system for collection, removal and disposal of garbage and for contracting with any person for the collection, removal and disposal by the contractor, garbage and other refuse upon such terms and conditions as may be considered expedient.

Whereas the Municipal Act, SO 2001, C 25 11(1) (3) provides for establishing and maintaining a system for the collection, removal and disposal of garbage and other refuse and for contracting with any person for the collection, removal and disposal by the contractor, garbage and other refuse 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 collection, removal and disposal of garbage, and for contracting with any person for the collection, removal and disposal by the contractor, garbage and other refuse upon such terms and conditions as may be considered expedient within the Township of Papineau-Cameron;

Now therefor, 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 from chimneys.

b) "Dwelling" shall mean any building or other place occupied or used as a place of abode, other than a restaurant, apartment house, tenement, motel or building which accommodates more that two separate dwellings units.

c) "Garbage" shall mean waste food or any putrescible organic matter resulting from the preparation, consumption of edible food excluding night soil.

d) "Household" 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 dwellings.

f) "Commercial" shall be defined as the disposing of refuse originating from properties containing an industry, business and institution that employs persons as employee.

i) All refuse originating from industries, businesses and institutions will be considered as commercial.

COPY

g) "Commercial Swill" shall mean the undrained refuse resulting from the operation of any commercial establishment and without restricting the generality of the forgoing shall include any non-solid refuse from restaurants and hotels.

h) "Supervisor" shall mean an authorized agent of the Township of Papineau-Cameron.

i) "Uncollectible Waste" shall mean any waste or matter other than garbage, domestic refuse, or commercial refuse 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 pictures 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
(vii) Sawdust and/or shavings.
(viii) Used oil or any liquid waste.
(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) Recyclable materials.(paper, newsprint, tin, aluminum, glass & plastic)
(xv) Any material which has become frozen to the receptacle and cannot be removed by shaking. **For the purposes of the By-law, uncollectible waste will not be collected on regularly scheduled garbage collection days.**

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

k) "Street" shall mean any public highway, road, street lane, alley, square, place, thoroughfare, footpath or way with the Township of Papineau-Cameron.

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 of Papineau-Cameron.

n) "Recyclable Materials" shall mean all waste and refuse that is know to be recyclable material and as listed in the **Recycling Collection Policy** as amended by Council from time to time.

COPY

o) "See Through Bags" shall be mean all bags through which materials are visible to the contractor who is picking up the materials, to enable the contractor to determine if the materials are in compliance with the garbage collection by-law.

p) "Receptacles/Containers" shall mean an acceptable container that has a lid to contain garbage from predators/dogs/birds and such.

2. For the purpose of this By-law, the Contractor will collect only household and commercial garbage .

3. No person shall deposit or cause to be deposited any garbage, domestic or commercial refuse, or any 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 garbage, uncollectible waste or rubbish in or upon any vacant lot or backyard, or to store or keep the same otherwise in cans or receptacles as required under this By-law nor shall any person permit any filthy liquid matter as cesspool, septic field or any other objectionable liquid from any source whatsoever, to flow or drain upon streets, roadside, ditch, gutter or private lands. 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 metal containers or otherwise except and until the same is remove as herein provided.

4. a) Every occupier of a dwelling where garbage material is created shall provide upon such premises, in a suitable place, where sufficient garbage material can be stored and being no deeper than 48 inches. Receptacles/containers shall have a lid to prevent the spread of garbage by predators/dogs/birds and such.
b) Every commercial client shall be subject to the same rules as in 4 a).
c) Materials from domestic clients shall be picked up once per week in the summer and every second week in the winter. Winter season shall begin October 15th and the summer season shall begin on April 15 of each year.
d) Materials from commercial clients shall be picked up once per week unless otherwise notified.
e) <u>All garbage shall be place at curbside/roadside in see through garbage bags.</u>

5. It shall be the duty of the person receiving rent from tenants, to provide a common place where the garbage material receptacles/containers, as described in 4 a) shall be properly stored to facilitate collection by the appropriate agency.

6. It shall be the responsibility, for each and every person to dispose of all recyclable materials in the manner set forth in the Recycling By-law. Rubbish and uncollectible waste as defined in Section I & J of this By-law shall be removed by the owner/tenant at his own expense. Pending such removal, the material referred to in this paragraph shall be stored in a covered wooden box or covered container to prevent such material from being spread.

7. Placing Receptacles/Containers for Collection
a) Receptacles/containers shall be set out for collection, as close as possible to the edge of the roadway without obstructing the roadway, sidewalk or footpath and shall be in a position easily

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accessible to the collector. To accommodate snow plowing during the winter months, receptacles/containers shall be placed 3 metres from the road. 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 reasons. The Contractor shall determine where you will place your garbage at roadside, by notice if required.
b) Material for collection shall not be placed on a highway or public property before six (6) p.m. on the day proceeding collection and shall be placed at the prescribed location for collection not later than seven (7) a.m. on the day of collection.
c) Empty receptacles/containers, as well as all material which the collector refuses, must be removed from the highway or from public property by the householder/tenant, from which they came, before eight (8) p.m. on the same day that the garbage 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 building materials, trade waste, garbage receptacle/containers, refuse of any sort or other encumbrances. No containers shall be permitted to remain on the street or in front of the premised services for any unreasonable length of time after collection has been made.

9. For the purpose of garbage collection, the Contractor with the approval of the municipality may direct that the Township of Papineau-Cameron may be divided into as many collection zones or districts as may be deemed necessary for the convenient collection of waste material and may fix a day or days on which the same shall be collected in the said districts.

10. Under no circumstance shall an employee/contractor performing the normal duties as a garbage collector enter any building or ascent or descent any interior or exterior stairway, elevator or hoist for the purpose of removing from or returning thereto any waste material receptacle. Nor shall he demand any gratuity gift for consideration for services rendered in addition to his regular wage for performing such duties.

11. Where receptacles/containers are encountered containing liquids of the consistency of swill, 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.

12. No person shall remove or convey or cause or permit to be removed or conveyed, any garbage, refuse or water material upon or along any public street or any other public place with in the Township of Papineau-Cameron 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.

13. 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.

14. For the purpose of this By-law each apartment or place of abode shall be considered as a

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separate dwelling and each dwelling unit shall have a separate receptacle/container for garbage. Apartment owners are responsible to centralize a pickup station which is to be deemed satisfactory by the municipality.

15. It shall be the duty of the occupiers of a premise to maintain the receptacles/containers and the immediate vicinity around such receptacle/container, in a clean and sanitary condition.

16. No person shall burn or cause to be burned any garbage, recyclable material, refuse or water material.

17. 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 Offenses Act, R.S.O. 1990.

18. All questions pertaining to the interpretation of this By-law shall be arbitrated by the supervisor of the Township of Papineau-Cameron.

19. Force and Effect

That this By-law shall come into force and take effect on the 17 day of Aug, 2004.

READ A FIRST, SECOND AND THIRD TIME, ENACTED AND PASSED BY AN OPEN COUNCIL, THIS DAY OF

Mayor

Clerk-Treasurer.

COPY

The Corporation of the Town of Mattawa

By-Law Number 96-18
(Previously By-Law Number 92-25)

Landfill Site Use and Garbage Collection By-Law

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

WHEREAS the Municipal Act, Chapter 302, Section 210 (83) provides for establishing and maintaining a system for the collection, removal and disposal of garbage and other refuse or of ashes, garbage and other refuse, and for contracting with any person for the collection, removal and disposal by him of ashes, garbage and other refuse upon such terms and conditions as may be considered expedient, and;

WHEREAS the Council for the Corporation of the Town of Mattawa deems it desirable to establish and maintain a system for the collection, removal and disposal of garbage, and for contracting with any person for the collection, removal and disposal by him of ashes, garbage and other refuse upon such terms and conditions as may be considered expedient within the Town.

NOW THEREFORE, the Council of the Corporation of the Town of Mattawa 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.

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) "Public Works Superintendent" shall mean the authorized agent of the Town of Mattawa.

I) "Uncollectible Waste" shall mean any waste or matter other than garbage, domestic refuse, or commercial refuse 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 cuttings, 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 waste.

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) Any recyclable material (paper, tin, aluminum, glass & plastic)

xv) Any material 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 garbage collection days.

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

K) "Street" shall mean any public highway, road, street lane, alley, square, place, thoroughfare, footpath or way within the Town.

L) "Town" shall mean the Corporation of the Town of Mattawa.

M) "Contractor" shall be the person or firm approved and authorized by Council to collect garbage within the Town.

2. For the purpose of this By-Law, the Contractor will collect only garbage, domestic refuse and commercial refuse.

3. No persons shall deposit or cause to be deposited any garbage, domestic or commercial refuse, or any uncollectible waste or rubbish within the Town limits. It shall be unlawful for any person to throw or deposit or cause to be thrown or deposited garbage, 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 nor shall any person permit any filthy liquid matter as cesspool, septic field or any other objectionable liquid from any source whatsoever, to flow or drain upon streets, roadside, ditch, gutter or private lands. 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 metal containers or otherwise, except and until the same is removed as herein provided.

4. A) Every occupier of a dwelling where garbage is created shall provide upon such premises, in a suitable place, not more than 3 garbage receptacles composed of non-corrosive material and having a weight of not more than 50 pounds.

B) Every commercial client shall be entitled to 8 garbage receptacles per pickup and will be subject to the same rules as in Article 4 A).

C) Domestic clients shall be picked up once per week (52 weeks per year).

D) Commercial clients shall be picked up twice per week (52 weeks per year).

5. It shall be the duty of the person receiving rent for a furnished or unfurnished apartment to provide a common place where the receptacles or garbage bags 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 garbage, ashes, rubbish and other waste in the manner set forth in the following rules, namely:

A) Garbage shall be drained of all liquids and be securely wrapped in paper and deposited in a properly covered receptacle supplied by the person concerned. Any sharp objects or broken glass shall be securely wrapped with such material so that the sharp object or broken glass cannot pierce the wrapper and endanger a garbage collector; such container shall conform to the description therefore in the rules hereof. No ashes, uncollectible waste or rubbish may be placed therein.

B) Rubbish and uncollectible waste as defined in Section 1 of the By-Law shall be removed by the person concerned at his own expense at least once a 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.

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.

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 garbage 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 building materials, trade waste, garbage receptacles, 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. For the purpose of the said collection, the Contractor with the approval of the municipality may direct that the Town may be divided into as many collection zones or districts as may be deemed necessary for the convenient collection of garbage, rubbish or waste matter and may fix a day or days on which the same shall be collected in the said districts.

10. 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 garbage receptacle. Nor shall he demand any gratuity gift for consideration for services rendered in addition to his regular wage for performing such duties.

11. Where receptacles containing loose or unwrapped garbage or liquids of the consistency of swill 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.

12. Carcasses of dogs, cats and other small animals or fowl, as well as carcasses of larger animals, shall be removed by the owner and be disposed of in such a manner as determined by the Medical Officer of Health or his agent at the said site. The Medical Officer of Health shall thereupon cause such carcass to be disposed of. The owner shall be responsible for the whole cost of such removal and disposal.

13. No person shall remove or convey or cause or permit to be removed or conveyed, any garbage, refuse, or water material upon or along any public street or any other public place within the Town 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 garbage receptacle, except under the following conditions: Owners of apartment buildings may be permitted to utilize a centralized 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 garbage 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, refuse or waste material as herein described unless such burning can be carried out in compliance with regulations of the Ministry of the Environment of the Province of Ontario.

18. The following activities are now banned at the Mattawa Landfill site and violators shall be subject to prosecution.

A) No Hunting
B) No Trespassing
C) No Scavenging in the Domestic Garbage Area
D) No littering

19. <u>LANDFILL SITE OPERATION</u>

<u>HOURS OF OPERATION</u>
(For Public Use)

Tuesday & Thursday	9:00 a.m. - 12:00 noon
Saturday	10:00 a.m. - 2:00 p.m.

Closed: Sunday, Monday, Wednesday, Friday & Holidays

20. <u>Landfill Attendant</u>
Any person bringing garbage, refuse or other material shall discharge the load only under the direction of the landfill attendant.

21. <u>Fees/Tickets/Invoice System</u>
A) All landfill site tickets shall be purchased at the Mattawa Town Hall office at 160 Water Street 9:00 a.m. - - 5:00 p.m. daily Monday through Friday. A limited number of tickets will be available at the landfill site to avoid inconvenience to the public.

B) Fees

VEHICLE	COST	TICKET COLOUR
DOMESTIC		
Car	$6.00 each	red
Vehicle & Trailer and 1/2 ton truck	$8.00 each	blue
COMMERCIAL		
*Non-Compaction Vehicle	$4.00 cu.yd.	white
Compaction Vehicle	$100.00 each ($12 cu.yd. or less)	yellow
	$150.00 each (greater than 12 cu.yd.)	green

*Vehicle box measurements shall be conducted at the landfill site for the cubic yard rating and shall be recorded for each vehicle and such information shall be forwarded to the Town Hall.

Vehicles hauling commercial waste will be admitted to the Mattawa landfill site only after they are registered and given a posted volume rating. This rating will be stamped on the white ticket at the time of purchase.

22. Intermunicipal Use of Site
Only those municipalities who are listed on the Certificate of Approval (C of A) may use the Landfill site.

23. Township Use of Site
All participating Townships will be issued the following landfill user cards for their ratepayers:

Domestic: card with 52 tickets (i.e. one fee disposal per week, three bag limit)

Commercial: card with 104 tickets (i.e. two free disposals per week, eight bag limit per ticket)

Note: These user cards may be used by the ratepayer directly or be turned over to a garbage hauler who will in turn use them accordingly to service the ratepayer garbage needs.

All tickets must be submitted to the landfill attendant to gain admission to the site.

24. The Recycling Depot will receive the following designated goods free of charge, subject to approval by the landfill site attendant.

A) Wood Products - Building materials
- Stove wood

B) Construction Materials - Concrete blocks
- Shingles
- Other items as approved

C) Earth and or Clean Fill

D) Compost Pile - Leaves
- Grass Clippings
- Compostables

E) Blue Box Recycling - Cans - tin - aluminum
- Glass - clear - coloured
- Paper
- Cardboard
- P.E.T. (plastic)

F) Other products once proven re-use has been identified and approved.

Note: All material be brought free of charge into the Recycling Depot must be clean and deposited in an orderly fashion under the supervision of the landfill site attendant.

25. The burnable material area will accept all clean burnable products free of charge. All material must be free of any contaminants and must be discharged under the supervision of the landfill site attendant. Note: The burnable material area will only be open when fire permits are available.

26. The "Pay As You Go" depot will receive the following items for a small service charge.

	COST
Small Tires (car & 1/2 ton)	$4.00 each
Large Tires (all other trucks)	$7.00 each
Appliances	$5.00 each

Soil or Earth: that is contaminated with fuel or other non-hazardous material (Note: - the material must be approved to be non-hazardous by the M.O.E.)

27. Please note that the new By-Law Number shall take precedent when it comes into conflict with By-Law Number 88-23 and 92-25 because By-Law Number 88-23 and By-Law Number 92-25 are repealed effective November 1, 1996.

28. 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 $5,000.00, exclusive of costs, for each offence and said penalty shall be recoverable under the Provincial Offenses Act, R.S.O. 1990.

29. All questions pertaining to the interpretation of this by-law shall be arbitrated by the Public Works Superintendent.

Force and Effect
THAT this By-Law shall come into force and take effect on the 1st day of November 1996.

READ, PASSED AND ADOPTED this 15 day of October 1996.

Mayor

Clerk