

**THE CORPORATION OF THE
TOWN OF MATTAWA**

AGENDA

**REGULAR MEETING OF COUNCIL
MONDAY, JANUARY 23RD, 2012
7:00 P.M.**

**MUNICIPAL COUNCIL CHAMBERS
160 WATER STREET
MATTAWA, ONTARIO**

**THE CORPORATION OF THE TOWN OF MATTAWA
A G E N D A
MUNICIPAL COUNCIL CHAMBERS
160 WATER STREET
MATTAWA, ONTARIO
MONDAY, JANUARY 23RD, 2012 @ 7:00 P.M.**

- 1. Call to Order**
- 2. Disclosure of Pecuniary Interest and Nature Thereof**
- 3. Petitions & Delegations**
- 4. Correspondence**
 - 4.1 Shimano American Corp – Re: Algonquin Land Claim Negotiations Suffer Blow
Planning & Development Services Committee – Clerk
 - 4.2 Accessibility Directorate of Ontario – Re: Accessibility & the Broader Public Sector
Protection to Persons & Property Committee – Clerk
 - 4.3 FONOM/MMAH – Re: 2012 Northeastern Municipal Conference
General Government Services Committee – Clerk
 - 4.4 NBPSDHU – Re: January 19th Board of Health Agendas
Health Services Committee – Clerk
 - 4.5 City of North Bay – Re: Request for Resolution of Support
General Government Services Committee – Clerk
 - 4.6 MBEDC – Re: Installation of Regional Signage on Hwy Municipal Billboard Signs
Recreation, Tourism & Special Projects Committee – Director of Recreation, Tourism
& Special Projects
 - 4.7 Ministry of Transportation – Re: Ministry’s Response to Steel Grate Walkway Resolution
Transportation Services Committee – Clerk
 - 4.8 Ministry of Municipal Affairs & Housing – Re: Minor Amendment to Provisional Consent
Planning & Development Services Committee – Clerk
 - 4.9 Stewardship Ontario – Re: Blue Box Recycling Third Quarterly Payment for 2011
Environmental Services Committee – Clerk
 - 4.10 MPAC – Re: Settlement with OPSEU Ratified
General Government Services Committee – Clerk

Monday, January 23, 2012

Correspondence – Cont'd

4.11 County of Huron – Re: Request for Resolution of Support
General Government Services Committee – Clerk

5. Questions/Comments (public & Council) about the Content of the Agenda

6. Municipal Report Number 635

- **Minutes of Previous Meeting (s)**
- **Presentation of By-laws/Resolutions**
- **Adoption of Report**

7. Committee Reports

7.1 Public Works Department – Re: Highway 17 Lane Adjustments Report

8. Questions from the Floor

9. New/Old Business

10. 2/3 (Special Resolutions – not previously circulated)

11. In Camera (Closed) Session

12. Return to Regular Session

13. Adjournment

Monday, January 23rd, 2012

Members of Council,

Attached please find Municipal Report Number 635 for consideration by Council.

Respectfully submitted

Wayne P. Belter
Administrator/Clerk/Treasurer

INDEX

<u>ITEM</u>	<u>PAGE</u>
ADOPTION OF THE MINUTES	8
TEMPORARY PARTIAL LEAVE FROM CBO DUTIES	9
APPOINTMENT OF DEPUTY CBO FOR SINGLE PROJECT	10
GARBAGE COLLECTION SERVICES CONTRACT	11
RECYCLING COLLECTION SERVICES CONTRACT	12
LANDFILL OPERATION SERVICES CONTRACT	13
RECYCLING PROCESSING SERVICES CONTRACT	14
11 TH STREET PUMPING STATION – PUMPS	15
HIRING OF VOLUNTEER FIREFIGHTER	16
INTERIM TAX LEVY BY-LAW	17
DONATION TO LOCAL CURLING TEAM ATTENDING NOCA	18
24/7 FITNESS CENTRE CORPORATE MEMBERSHIP	19
NE LHIN COMMUNITY ENGAGEMENT PLAN	20

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: GENERAL GOVERNMENT SERVICES

CHAIRPERSON: COUNCILLOR L. MICK

DEPT. HEAD: WAYNE P. BELTER

TITLE: ADOPTION OF THE MINUTES

Draft By-Law X Item Policy Recommendation

Mayor D. Backer and Members of Council:

It is respectfully recommended to Council that the minutes of the Regular Meeting of Monday, January 9, 2012 be adopted as circulated.

Councillor L. Mick

THE CORPORATION OF THE TOWN OF MATTAWA

The minutes of the regular meeting of Council held Monday, January 9th, 2012 at 7:00 p.m. in the Municipal Council Chambers.

Present: Mayor D. Backer
Councillor N. Walters
Councillor C. Lacelle
Councillor L. Mick
Councillor P. Dupras
Councillor L. Perreault
Wayne P. Belter, Clerk

*When a recorded vote is requested and the minutes indicate the recorded vote was "Unanimous" it means all Councillors present and noted above voted in favour unless otherwise indicated.

1. Meeting Called to Order
2. No Disclosure of Pecuniary Interest and Nature Thereof
3. Petitions & Delegations
4. Correspondence
5. No Questions/Comments about the Content of the Agenda
6. Municipal Report Number 634

Page No. 1

It is respectfully recommended to Council that the minutes of the Regular Meeting of Monday, December 12, 2011 and the minutes of the Special Meeting of Monday, December 19, 2011 be adopted as circulated.

Carried

Page No. 2

That the Committee of Adjustment be appointed from the members of Council and By-Law Number 12-01 be approved which appoints Councillors Lise Perreault, Paul Dupras and Lorne Mick to the Committee for the year 2012 in accordance with Section 44(3) of the Planning Act.

Carried

Page No. 3

Attached is the Cheque Report for the month of November 2011 which is submitted for your approval.

Carried

Page No. 4

It is respectfully recommended that the attached By-Law and Agreement with ScotiaBank be approved which will allow the municipality to borrow money, if necessary, until grants and taxes are received.

Carried

Page No. 5

That the Town of Mattawa approve By-law 12-03 which is a By-law authorizing the signing of an agreement to provide for funding to offset Court Security Prisoner Transportation costs.

Carried

Resolution Number 12-01

Moved by Councillor L. Mick

Seconded by Councillor L. Perreault

That the Municipal Report Number 634 be adopted as amended.

Carried

7. Committee Reports
8. Questions from the Floor
9. New/Old Business
10. 2/3 (Special Resolutions – not previously circulated)
11. In Camera (Closed) Session - None
12. Return to Regular Session – N/A
13. Adjournment

The regular meeting of Council Monday, January 9, 2012 adjourned at 7:40 p.m.

Mayor

Clerk

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: BUILDING DEPARTMENT

CHAIRPERSON: COUNCILLOR L. PERREAULT

DEPT. HEAD: MARC MATHON, CBO

TITLE: TEMPORARY PARTIAL LEAVE FROM CBO DUTIES

Draft By-Law Item Policy Recommendation

Mayor D. Backer and Members of Council:

The Chief Building Official has acted as a consultant for clients personally and on his own time apart from his duties with the Town of Mattawa. He has of late entertained a private opportunity to participate in a construction project in the Town of Mattawa, which involves the construction of a building that falls under Part 3 of the Ontario Building Code, which only he is qualified to conduct inspections and building code services for the Town.

As such the Chief Building Official, Marc Mathon, declares his potential conflict of interest and requests a leave from his duties as Chief Building Official for this project only. A temporary appointment of a deputy chief building official will be necessary to carry out the tasks and responsibilities of the Chief Building Official.

Recommendation:

That Council grants Marc Mathon, the Town's Chief Building Official, a temporary partial leave from his duties as the Chief Building Official solely for the purposes of avoiding a conflict of interest in his personal participation in a certain construction project within the Town of Mattawa.

Respectfully submitted,

Councilor L. Perreault

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: BUILDING DEPARTMENT

CHAIRPERSON: COUNCILLOR L. PERREAULT

DEPT. HEAD: MARC MATHON, CBO

TITLE: APPOINTMENT OF DEPUTY CBO FOR SINGLE PROJECT

Draft By-Law Item Policy Recommendation

Mayor D. Backer and Members of Council:

With the Chief Building Official being granted a temporary leave from duties for a specific project with which he has an interest, the Town must retain the services of a qualified individual to carry out the role and responsibilities of the Chief Building Official for that specific project.

Brian Horsman, the longtime Chief Building Official for the City of North Bay, now retired and has since been an instructor for a number of the Building Officials courses and has assisted in similar circumstances in other municipalities.

The costs associated with retaining Mr. Horsman for these services will be born entirely by the developer and will not cost the Town.

The purpose of this item is to appoint Mr. Brian Horsman of North Bay as a deputy Chief Building Official for the purpose of carrying out the duties of Chief Building Official for a project in 2012.

Recommendation:

That Council hereby appoints Mr. Brian Horsman as Deputy Chief Building Official on a temporary basis specifically for a single project in 2012 in which Marc Mathon has an interest, and further, that the cost of these services will be borne by the developer.

Respectfully submitted,

Councilor L. Perreault

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: ENVIRONMENTAL SERVICES

CHAIRPERSON: COUNCILLOR P. DUPRAS

DEPT. HEAD: MARC MATHON

TITLE: GARBAGE COLLECTION SERVICES CONTRACT

X Draft By-Law ___ Item ___ Policy Recommendation

Mayor D. Backer and Members of Council:

At the November 14, 2011 regular Council Meeting the Public Works Department was authorized to proceed with tendering the "Garbage Collection".

The Tenders closed on December 6th at noon and were opened at 1 pm at the Mattawa Town Hall Council Chambers. On December 19th, Council accepted the tender that presented the Town with the best value and subsequently met with the successful bidder and we are now ready to bind the Town to a contract with and for the following:

Garbage Collection – including 100 hrs extra work and no HST

Awarded to Paul Lafreniere Contracting - \$85,389

A resolution and By-Law for entering into contract with the successful bidder is required.

Recommendation:

That Council adopt By-Law 12-04 which will enter into contract with Paul Lafreniere Contracting, being the successful tenderer as awarded at the December 19th, 2011 Special Meeting of Council for the Garbage Collection Tender as tendered.

Respectfully submitted,

Councilor P. Dupras

THE CORPORATION OF THE TOWN OF MATTAWA

BY-LAW NUMBER 12-04

BEING a by-law to authorize the signing of a garbage collection agreement between the Corporation of the Town of Mattawa and Paul Lafrenière Contracting.

WHEREAS the Municipal Act S.O. 2001, c.25, as amended, authorizes the Council to pass by-laws enacting agreements contracting the collection and disposal of garbage.

AND WHEREAS it is desirable to permit the Mayor and Clerk to sign the contract, Schedule "A", on behalf of the Corporation of the Town of Mattawa.

AND WHEREAS Schedule "A" is attached and forms part of this By-law.

NOW THEREFORE, the Council of the Corporation of the Town of Mattawa enacts as follows:

The Mayor and Clerk are authorized to execute the Contract, Schedule "A", on behalf of the Corporation of the Town of Mattawa for Garbage Collection services.

READ, PASSED AND ADOPTED this _____ day of _____ 2012.

Mayor

Clerk

Schedule "A" to
By-Law 12-04

GARBAGE COLLECTION AGREEMENT

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement made on the 6 day of December in the
year 2011

by and between

The Corporation of the Town of Mattawa

hereinafter called the "Town"

and

PAUL LAFRENIERE CONTRACTING

hereinafter called the "Contractor"

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

PART 1 GENERAL CONDITIONS & INFORMATION TO BIDDERS

1.1 SCOPE OF WORK

The Corporation of the Town of Mattawa invites all qualified garbage collection contractors to submit tenders for Garbage Collection services to the Corporation of the Town of Mattawa. The term of the contract is for 6 years with an option to the Town to renew twice for further 3 year periods each.

1.2 TENDER SUBMISSION

The tender submission must be submitted in a sealed envelope, addressed to the Municipal Treasurer, clearly marked with the words "GARBAGE COLLECTION TENDER ENCLOSED", by Noon, December 6th, 2011 at the Mattawa Municipal Office at 160 Water Street, POH 1V0.

A complete and proper tender submission shall include the entire Tender Document with each page initialed and a signed Tender & Proposal Form with all appropriate areas filled out and submitted as described above. The Corporation reserves the right to reject any improperly submitted tender package. The contractor acknowledges that these Tender documents, as submitted, constitute a legally binding agreement if accepted by the Town as a successful tender.

DS

1.3 CONTRACT DOCUMENTS

The following are the Contract Documents referred to in this contract:

- Tender & Proposal Form
- This agreement between Contractor and Town
- Part B - By-Law 96-18 "Landfill Site Use and Garbage Collection By-Law"

1.4 CONTRACT TERM

The term of this agreement shall be six (6) years + an option to the Town to renew for two (2) subsequent 3 year renewal terms. The term shall commence on the 1st day of January, 2012 and shall terminate or be subject to a renewal on the 31st day of December 2017.

1.5 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 Town of Mattawa against all claims from all damage or injury, including death, to any person or persons and for damage to any property of the Town of Mattawa 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.

will forward if contract is awarded.

1.6 PERFORMANCE

The Contractor covenants and agrees, during the term of this Contract, to perform to the Town'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 & 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 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 Town of Mattawa from all suits and actions for damages and costs to which the Town of Mattawa 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 representatives and/or employees.

1.7 WORKERS SAFETY & INSURANCE BOARD

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

* will forward if contract is awarded



1.8 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 workers as per the various current labor 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.

1.9 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 Public Works Superintendent or his designate in an ethical and fair manner.

Any work completed and found to be deficient, or in the opinion of the Public Works Superintendent or his designate, is not satisfactory will be corrected at the Contractor's expense. This condition shall be binding whether the contractor corrects the deficiency himself or the Town corrects the deficiency itself.

In all cases, the Contractor shall be given an opportunity to correct the deficiency himself. Their window of opportunity shall be a minimum of 1 day from the date they are 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 Town shall first issue a notice in writing that corrections are going to be undertaken by others and that costs will be charged back against his upcoming 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 Public Works Superintendent of the Town of Mattawa and notice of such resolution shall be issued in writing to all parties.

1.10 AGREEMENTS & AMENDMENTS

This Contract supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the work described herein, including any document not expressly listed in Article 1.3 of this agreement.



1.11 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 Town'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 Town. Any such change in work shall come in the form of a Change Order from the Public Works Superintendent. 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.

1.12 TERMINATION

It is acknowledged that if the Contractor or his representatives and/or employees 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 Town of Mattawa, this agreement may be terminated by the Town of Mattawa or the services of the Contractor be suspended by the Town of Mattawa upon 30 days written notice from the Town of Mattawa to the Contractor.

It is acknowledged that if the Town of Mattawa deems it to be in its best interest, or by Provincial Regulations or other Government requirement, needs to dramatically change the garbage collection program, 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 Town of Mattawa shall reserve the right to terminate the contract with 90 days advance written notice.

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 Public Works Superintendent 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 Town 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, during the 3 month period, the Town reserves the right to correct the non-conformance, with or without notice to the contractor, using its own forces or other forces and charge the costs of such corrective action to the performance holdback account.

1.15 TENDER & PROPOSAL FORM

The Tender Form document shall serve as supporting documentation as to the intent of this agreement and is included and read into this agreement.

1.16 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 representatives, 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 Town of Mattawa.

PART 2 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 Town of Mattawa in accordance with the corresponding municipal By-Laws. 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 Town 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 Public Works Superintendent 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 Town.

no

2.3 SERVICING AREA

Town of Mattawa

Collection in the Town of Mattawa will involve curbside collection of approximately 1,000 households and 30 commercial establishments concentrated over 19 kms of paved urban roads.

2.4 SCHEDULE

The Contractor shall arrange an efficient route and schedule to ensure that garbage is collected as follows:

Residential - Once weekly in the Town of Mattawa from May 1st to October 31st and Bi-weekly from November 1st to April 31st (39 collections per year)

Commercial - Twice weekly in the Town of Mattawa (104 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 Public Works Superintendent.

2.5 APPLICABLE BY-LAW and DESTINATION

All material shall be hauled to the landfill site and disposed of in accordance with the Landfill Use By-Law – "Town of Mattawa By-Law 96-18", attached as Part B to this agreement.

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 96-18 and located within the municipal boundaries of the Town.

The Town has adopted a see-through garbage bag policy in which garbage is to be set out for collection in see-through bags only. Garbage that is put out at curb in plastic bags that are not see-through are not collectable under this policy. In addition, the contractor is expected to make observations through the see-through bags to confirm the garbage bag contains waste that is acceptable for collection services.

A see-through garbage bag or rigid garbage container (garbage can) that does not contain recyclables that ought to be put out for recycling collection separately, house hold hazardous waste, leaves and yard waste, clean burnable materials, bulk wastes, liquid waste is generally considered compliant and shall be collectable under this contract....up to a maximum of 2 bags / cans per week per household.

The contractor is expected to understand the requirements of By-Law 96-18 and train his staff to understand those requirements as well to ensure only compliant solid waste is collected under this contract.

The contractor shall report to the By-Law Department all occurrences of non-compliant garbage set out. The contractor shall log on the "Record of Compliance Related Non-Collections" form the quantity and nature of the bags / cans of garbage not collected. This record shall be faxed to the Town of Mattawa By-Law Department (705 744-0104) within 48 hours of the event. The form is attached as Schedule "A" to this agreement.

W

2.6 MUNICIPAL GARBAGE CONTAINERS

The Contractor shall empty municipal garbage cans on an as required basis to ensure that the municipal garbage cans are kept clean and tidy. Possibly up to 3 pickups per week are required for the garbage receptacles on Main Street between Hwy 17 and the Mattawa River bridge. And all others, up to 3 collections during the summer and 1 or 2 during the spring, fall and winter.

The Contractor shall ensure that they are kept clean. There are 35 cans to be emptied, 20 of which require year round service and 15 that normally do not require winter service. A list shall be supplied by the Town. The contractor shall supply all garbage bags and liners as required as part of the contractor's responsibilities. The cost of bags and liners are to be included in the contract price.

The contractor shall also be responsible for collecting garbage from the garbage bin at the arena in the same schedule as the commercial collection schedule.

2.7 LOCAL COLLECTION ROUTE

The Contractor is responsible for establishing his own route to adequately service the Town of Mattawa.

2.8 CONTRACT PAYMENT

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

The Town of Mattawa shall issue payments directly to the Contractor on the above payment schedule.

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

Total Contract Prices in this agreement shall INCLUDE HST and all other applicable taxes.

1) CONTRACT PRICING

Town of Mattawa Garbage Collection & Hauling to Landfill Site

Jan. 1 st , 2012 to Dec. 31, 2012	→ 78 889.00	+ \$12,255.57 HST	= \$ 89 144.57
Jan. 1 st , 2013 to Dec. 31, 2013	→ 82 645.61	+ \$10,743.92 HST	= \$ 93 389.53
Jan. 1 st , 2014 to Dec. 31, 2014	→ 86 581.11	+ \$11,255.54 HST	= \$ 97 836.65
Jan. 1 st , 2015 to Dec. 31, 2015	→ 90 724.02	+ \$11,791.52 HST	= \$ 102 495.54
Jan. 1 st , 2016 to Dec. 31, 2016	→ 95 023.25	+ \$12 353.05 HST	= \$ 107 376.27
Jan. 1 st , 2017 to Dec. 31, 2017	→ 99 541.15	+ \$12 941.38 HST	= \$ 112 490.53

The prices submitted are also contingent on PAUL LAFRENIERE CONTRACTING servicing both municipalities. (Town of Mattawa & Township PAP. CAM) see (H) Tender Process Form

10

ii) Additional Billings

In the event the Town of Mattawa or Township require additional work as defined in 1.11 of this agreement, the contractor shall invoice separately for the additional work.

- The hourly billing rate for additional work shall be \$65.00 per hour (incl. HST).
- Addition to the route: per km (incl. HST)

To be determine between Contractor & super intendent
Any additional work, or other work that is outside the normal scope of this agreement must be approved by the Public Works Superintendent. No extra work shall be paid for unless the work is authorized in writing by the Public Works Superintendent

2.9 CHANGES IN CONTRACT PRICE FOR FUEL COSTS

The Town understands the volatility of fuel costs and this shall provide a mechanism for the contractor and the Town 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 in fuel over a period of 3 months of more than 10 cents per liter, the contractor (or the Town) 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 Town's option, the actual prices paid by the contractor as demonstrated by fuel expense documentation satisfactory to the Public Works Superintendent.

The adjustment to the contract price shall be established by the following formula:

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

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.

2.10 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.

2.11 MUNICIPAL BY-LAWS

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

DS

2.12 OPTION TO RENEW CONTRACT

The Town of Mattawa reserve the right to renew this contract for a further 3 year term twice, exclusively at the Towns own option, if it deems a renewal to be in its best interest. Should the Town choose not to renew this contract, it shall provide written notice of its decision at least 60 days prior to the end of the term of this contract, or any of the renewal terms.

Should the Town choose to offer a renewal, the Town 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 Town 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 60 days in advance of the end of the contract term, or that of a renewed contract, his intention to entertain or not entertain a renewal.

2.13 RECEIPT OF AND ADDRESSES FOR CORRESPONDENCE

The Owner at Box 390, 160 Water Street, Mattawa, Ontario, P0H 1V0

The Contractor at: PAUL LAFRENIERE CONTRACTING

IN WITNESS WHEREOF the parties hereto have executed this Agreement and by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

TOWN OF MATTAWA <hr/> The Corporation of The Town of Mattawa <hr/> Name & title of the person signing	CONTRACTOR <u>PAUL LAFRENIERE CONTRACTING</u> Name of Contractor <u>Paul Lafreniere</u> Signature of Contractor <u>Paul Lafreniere, owner</u> Name & title of the person signing
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GARBAGE COLLECTION TENDER & PROPOSAL FORM

a) Contractor Information

Name: PAUL LAFRENIERE CONTRACTING

Address: 381 MCCONNELL STREET

MATTAWA ON POHIVO

Telephone: 705 744 5759

Fax: 705.744.4659



b) Tender Conditions:

Service Area: Town of Mattawa (Monday – Friday, 7 am to 5 pm).

Licenses Req'd: Certificate of Approval for collection of domestic & commercial waste (MOE).

Municipal By-Law: By-Law 96-18 (Town of Mattawa)

Collection Frequency: Residential = 2 bags weekly May 1 – Oct 31 & 4 bags bi-weekly
Nov. 1 – April 30.

Commercial = 12 bags weekly May 1 – Oct 31 & 24 bags bi-weekly
Nov. 1 – April 30.

c) Proposed Equipment:

Description of type of Equipment you proposed to use for this contract: _____

Garbage Truck

Year: 2009

Make: SKELING

Model: LTB500

Odometer Reading (if used): N/A

Do you have a backup or second piece of equipment in case of breakdown: YES ?

If yes, what is the year, make and model?: 1993 international

Contingency Plan for Breakdown: collection will be done as soon as possible

d) The price tendered herein shall include all costs associated with providing all labor, equipment, materials, overhead, associated expenses and profit required to complete the work specified in the contract documents.

e) Proposed staff:

What experience does the tenderer have in waste collection: No of Years: 12

What kind of work: waste management

WJ

Has the contractor ever been under contract with a municipality for garbage collection? yes
If yes, when? How long? and where? Please describe: Town of Mattawa & PAP-CAM TOWNSHIP 12 years

How many staff do you propose to have working on this contract?: 3
What is their experience in garbage collection? 12 years of garbage and recycling collection

Do you have part-time or standby staff to maintain services if primary staff are off work due to illness?: yes. If yes, then how many? 2 and do you employ them presently? part time / occasional work
Do you have administrative staff?: yes If yes, what is their function? ACCOUNT payable, account receivable, invoicing, administrative duties ...

- f) Tenders shall be delivered to the Town of Mattawa Municipal Office at 160 Water St., Mattawa, Ont., POH 1V0 in an envelope clearly marked "Garbage Collection Tender Enclosed" by the closing deadline of Noon, December 6th, 2011.
- g) Tender Prices shall include HST and all other taxes required to complete the work as specified in the contract documents.

DB

Tender Prices:

i) CONTRACT PRICING

Town of Mattawa Garbage Collection & Hauling to Landfill Site

Jan. 1 st , 2012 to Dec. 31, 2012	→ <u>78,889 -</u> + \$ <u>10,255.57</u> HST = \$ <u>89,144.57</u>
Jan. 1 st , 2013 to Dec. 31, 2013	→ <u>82,645.61</u> + \$ <u>10,743.92</u> HST = \$ <u>93,389.53</u>
Jan. 1 st , 2014 to Dec. 31, 2014	→ <u>86,581.11</u> + \$ <u>11,255.54</u> HST = \$ <u>97,836.65</u>
Jan. 1 st , 2015 to Dec. 31, 2015	→ <u>90,704.02</u> + \$ <u>11,791.52</u> HST = \$ <u>102,495.54</u>
Jan. 1 st , 2016 to Dec. 31, 2016	→ <u>95,023.25</u> + \$ <u>12,353.02</u> HST = \$ <u>107,376.27</u>
Jan. 1 st , 2017 to Dec. 31, 2017	→ <u>99,549.15</u> + \$ <u>12,941.28</u> HST = \$ <u>112,490.53</u>

ii) Additional Billings

In the event the Town of Mattawa or Township require additional work as defined in 1.11 of this agreement, the contractor shall invoice separately for the additional work.

- The hourly billing rate for additional work shall be 65.00 per hour (incl. HST).
- Addition to the route: _____ per km (incl. HST)

to be determined by contractor & superintendent

Any additional work, or other work that is outside the normal scope of this agreement must be approved by the Public Works Superintendent. No extra work shall be paid for unless the work is authorized in writing by the Public Works Superintendent.

→ The prices submitted are also contingent on PAUL LAFRENIERE CONTRACTING servicing both municipalities (Town of Mattawa and Township of PAP-CAM.) see (H) of Tender & Proposal Form

RL

h) COST SAVING PROPOSAL:


Should the contractor have a proposal to lower the cost of the contract for the municipality to consider, please describe here and attach a proposal if necessary (if more room is necessary, please attach separate sheet):

" see attached " Other things to consider.
Paul Lafreniere is very productive in the community.
Paul donates his time, equipment to Voyager Days Weekend.
Paul is a Volunteer fire fighter. Paul donates his
time and equipment for snow removal at the VCC (Voyageur curling club)
and the lot goes on.

- i) The term of this Contract shall begin January 1st, 2012 and end December 31st, 2017 while the Town of Mattawa shall hold an option to renew twice for an additional 3 year term each.
- j) The Contractor acknowledges having satisfied himself that he has a full and complete understanding of ALL the work required within this contract. The contractor also acknowledges that all his questions regarding details relevant to the preparation of the tendered price have been answered and that there will be no extra costs approved by the Owner relating to errors or omissions in the preparation of the tendered price by the Contractor. This shall hold true regardless of whether the Owner or Contractor committed an error or omission.
- k) What is your length of time to respond and carry out corrections to a call on the day following the scheduled collection day that 3 houses on a certain street was missed?
Same day

I, the undersigned, certify that I have read and understood these tender documents and agree to provide the services in accordance with the contract documents and agree to enter into the attached Agreement should I/we be awarded the contract:

Authorized Signature: Paul Lafreniere
for the Contractor

Date: December 6, 2011 

Corporate Seal if Applicable



Town of Mattawa Submitted prices for individual Contract

• You can see the cost saving when ALL contracts are awarded to the one contractor.

Garbage collection:

HST

- (2012) 95,250.00 + 12,382.50 = \$107,632.50
(2013) 99,785.00 + 12,968.54 = 112,726.54
(2014) 104,536.66 + 13,589.76 = \$ 118,126.42
(2015) 109,514.59 + 14,236.89 = \$ 123,751.48
(2016) 114,729.57 + 14,914.84 = \$ 129,644.41
(2017) 120,132.88 + 15,617.27 = \$ 135,750.15

Recycling Collections:

HST

- (2012) 91,950.00 + 11,953.50 = 103,903.50
(2013) 96,328.57 + 12,522.71 = 108,851.28
(2014) 100,915.64 + 13,119.03 = 114,034.67
(2015) 105,721.14 + 13,743.74 = 119,464.88
(2016) 110,755.48 + 14,398.21 = 125,153.69
(2017) 116,029.55 + 15,083.84 = 131,113.39

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: ENVIRONMENTAL SERVICES

CHAIRPERSON: COUNCILLOR P. DUPRAS

DEPT. HEAD: MARC MATHON

TITLE: RECYCLING COLLECTION SERVICES CONTRACT

X Draft By-Law ___ Item ___ Policy Recommendation

Mayor D. Backer and Members of Council:

At the November 14, 2011 regular Council Meeting the Public Works Department was authorized to proceed with tendering for the services of "Recycling Collection".

The Tenders closed on December 6th at noon and were opened at 1 pm at the Mattawa Town Hall Council Chambers. On December 19th, Council accepted the tender that presented the Town with the best value and subsequently met with the successful bidder and we are now ready to bind the Town to a contract with and for the following:

Recycling Collection – including 50 hrs extra work and no HST

Paul Lafreniere Contracting \$62,893

A resolution and By-law for entering into contract with the successful bidder is required.

Recommendation:

That Council adopt By-Law 12-05 which will enter into contract with Paul Lafreniere Contracting, being the successful tenderer as awarded at the December 19th, 2011 Special Meeting of Council for the Recycling Collection Contract as tendered.

Respectfully submitted

Councilor P. Dupras

THE CORPORATION OF THE TOWN OF MATTAWA

BY-LAW NUMBER 12-05

BEING a by-law to authorize the signing of a Recycling Collection agreement between the Corporation of the Town of Mattawa and Paul Lafrenière Contracting.

WHEREAS the Municipal Act S.O. 2001, c.25, as amended, authorizes the Council to pass by-laws enacting agreements.

AND WHEREAS it is desirable to permit the Mayor and Clerk to sign the contract, Schedule "A", on behalf of the Corporation of the Town of Mattawa.

AND WHEREAS Schedule "A" is attached and forms part of this By-law.

NOW THEREFORE, the Council of the Corporation Town of Mattawa enacts as follows:

The Mayor and Clerk are authorized to execute the Contract, Schedule "A", on behalf of the Corporation Town of Mattawa for Recycling Collection services within the Town of Mattawa.

READ, PASSED AND ADOPTED this _____ day of _____ 2012.

Mayor

Clerk

Schedule "A"

RECYCLING COLLECTION AGREEMENT to By-law

12-05

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement made on the 6 day of December in the
year 2011

by and between

The Corporation of the Town of Mattawa &

hereinafter called the "Town"

and

PAUL LAFRENIERE CONTRACTING

hereinafter called the "Contractor"

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

PART 1 GENERAL CONDITIONS & INFORMATION TO BIDDERS

1.1 SCOPE OF WORK

The Corporation of the Town of Mattawa invites all qualified recycling collection contractors to submit tenders for Recycling Collection services to the Corporation of the Town of Mattawa. The term of the contract is for 6 years with an option to the Town to renew for a further 3 year term twice.

1.2 TENDER SUBMISSION

The tender submission must be submitted in a sealed envelope, addressed to the Municipal Treasurer, clearly marked with the words "RECYCLING COLLECTION TENDER ENCLOSED", by Noon, December 6th, 2011 at the Town of Mattawa Municipal Office at 160 Water Street, P0H 1V0.

A complete and proper tender submission shall include the entire Tender Document with each page initialed and a signed Tender & Proposal Form with all appropriate areas filled out and submitted as described above. The Corporation reserves the right to reject any improperly submitted tender package. The contractor acknowledges that these Tender documents, as submitted, constitute a legally binding agreement if accepted by the Town as a successful tender.

1.3 CONTRACT DOCUMENTS

The following are the Contract Documents referred to in this contract:

- Tender & Proposal Form
- This agreement between Owner and Contractor
- Part B By-Law 04-15 "Recycling Collection By-Law (Mattawa)

1.4 CONTRACT TERM

The term of this agreement shall be six (6) years + an option to the Town to renew for two (2) subsequent 3 year renewal terms. The term shall commence on the 1st day of January, 2012 or as soon as practical thereafter and shall terminate or be subject to renewal on the 31st day of December 2017.

1.5 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 Town of Mattawa against all claims from all damage or injury, including death, to any person or persons and for damage to any property of the Town of Mattawa 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.

* will forward if contract is awarded

1.6 PERFORMANCE

The Contractor covenants and agrees, during the term of this Contract, to perform to the Town'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 & 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 has complied with all licensing requirements for the transportation of recycling materials and the operation of commercial vehicles.

In addition to the protection provided, the Contractor agrees to indemnify and save harmless the Town of Mattawa from all suits and actions for damages and costs to which the Town of Mattawa 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 representatives and/or employees.

1.7 WORKERS SAFETY & INSURANCE BOARD

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

** will be forwarded if awarded*



1.8 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 workers as per the various current labor 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.

1.9 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 Public Works Superintendent or his designate in an ethical and fair manner.

Any work completed and found to be deficient, or in the opinion of the Public Works Superintendent or his designate, is not satisfactory will be corrected at the Contractor's expense. This condition shall be binding whether the contractor corrects the deficiency himself or the Town corrects the deficiency itself.

In all cases, the Contractor shall be given an opportunity to correct the deficiency himself. Their window of opportunity shall be a minimum of 1 day from the date they are 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 Town shall first issue a notice in writing that corrections are going to be undertaken by others and that costs will be charged back against his upcoming 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, shall be resolved by the Public Works Superintendent of the Town of Mattawa and notice of such resolution shall be issued in writing to all parties.

1.10 AGREEMENTS & AMENDMENTS

This Contract supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the work described herein, including any document not expressly listed in Article 1.3 of this agreement.



1.11 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 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 Town'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 Town. Any such change in work shall come in the form of a Change Order from the Public Works Superintendent. 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.

1.12 TERMINATION

It is acknowledged that if the Contractor or his representatives and/or employees 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 Town of Mattawa, this agreement may be terminated by the Town of Mattawa or the services of the Contractor be suspended by the Town of Mattawa upon 30 days written notice from the Town of Mattawa to the Contractor.

It is acknowledge that if the Town of Mattawa deems it to be in its best interest, or by Provincial Regulations or other Government requirement, needs to dramatically change the recycling program 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 Town of Mattawa shall reserve the right to terminate the contract with 90 days advance written notice.

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 Public Works Superintendent 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 Town 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, during the 3 month period, the Town reserves the right to correct the non-conformance, with or without notice to the contractor, using its own forces or other forces and charge the costs of such corrective action to the performance holdback account.

1.15 TENDER & PROPOSAL FORM

The Tender Form document shall serve as supporting documentation as to the intent of this agreement, is included and read into this agreement.

1.16 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 representatives, 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 Town of Mattawa.

PART 2 SPECIFIC CONDITIONS

2.1 DESCRIPTION OF WORK

The Contractor shall collect and pickup all residential and commercial recyclable materials placed at curbside and, where applicable, in a recycling enclosure located within the municipal boundaries of the Town of Mattawa, in accordance with By-Law 04-15.

The Contractor shall prepare pricing for a Three Stream Collection system described as follows:

- Stream 1 – Fine paper, newsprint, catalogues, phone books and other paper fiber products.
- Stream 2 – Cardboard and hardboard wood fiber material
- Stream 3 – Co-mingled plastic, aluminum and metal containers

In addition to these streams, when our processing plant is able to process and market plastic film, the contractor is expected to collect plastic film as part of this contract.

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 Town 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 Public Works Superintendent 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. Recycling collection equipment 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 recycling promotional decals shall be to the approval of the Town.

2.3 SERVICING AREA

Town of Mattawa

Collection in the Town of Mattawa will involve curbside collection of approximately 1,000 households and 30 commercial establishments concentrated over 19 kms of paved urban roads.

2.4 SCHEDULE

The Contractor shall arrange an efficient route and schedule to ensure that recyclable materials are collected as follows:

Residential - Bi-Weekly in the Town of Mattawa (26 collections per year)

Commercial - Once weekly in the Town of Mattawa (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 Public Works Superintendent.

2.5 HAULING ROUTE

For the purpose of this tender we ask that the Contractor include in his bid price a budget for a hauling route of 140 kms 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 Town of Mattawa.

2.7 MEASUREMENT OF COLLECTED MATERIAL

The Contractor shall determine, by the use of a weigh scale, the average weight of material being collected for each category of material. The contractor shall submit a report to the Town of Mattawa detailing the weight of each material collected and hauled to the processing plant. The report shall include the weight of the truck empty, then with each individual compartment filled with the pertinent material and weighed for each filled compartment. The differences in weight for each weighing shall be the weight of material in each compartment.

Where a weigh scale is not available, the Contractor is responsible for developing an alternative method of providing weights materials delivered to the processing plant.



The Contractor shall submit to the Public Works Superintendent the above report on a monthly basis.

The contractor shall maintain a collection and hauling log book that will include at a minimum the percentage of each compartment filled with its material. In his report applying the % filled rate to the weight of compartment filled will provide an acceptable estimate of the weight of material collected and hauled.

This is an example of how the measurement of material can be achieved. However, the Contractor is free to achieve material measurement in another method acceptable to the Public Works Superintendent.

2.8 CONTRACT PAYMENT

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

The Town of Mattawa, shall issue payments directly to the Contractor on the above payment schedule.

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

Total Contract Pricing in this agreement shall INCLUDE HST and all other applicable taxes.

THREE STREAM RECYCLING COLLECTION & HAULING

Town of Mattawa Recycling Collection & Hauling to North Bay Recycling Plant (70 kms)

Jan. 1 st , 2012 to Dec. 31, 2012	→	<u>59 643.00</u>	+	<u>\$7753.57</u>	HST =	<u>\$ 67 396.57</u>
Jan. 1 st , 2013 to Dec. 31, 2013	→	<u>62 483.14</u>	+	<u>\$8122.80</u>	HST =	<u>\$ 70 605.94</u>
Jan. 1 st , 2014 to Dec. 31, 2014	→	<u>65 456.52</u>	+	<u>\$8509.60</u>	HST =	<u>\$ 73 966.12</u>
Jan. 1 st , 2015 to Dec. 31, 2015	→	<u>68 575.59</u>	+	<u>\$8914.82</u>	HST =	<u>\$ 77 490.41</u>
Jan. 1 st , 2016 to Dec. 31, 2016	→	<u>71 841.09</u>	+	<u>\$9339.34</u>	HST =	<u>\$ 81 180.43</u>
Jan. 1 st , 2017 to Dec. 31, 2017	→	<u>75 262.09</u>	+	<u>\$9784.07</u>	HST =	<u>\$ 85 046.16</u>

2.8.1 Additional Billings

In the event the Town of Mattawa require additional work as defined in 1.11 of this agreement, the contractor shall invoice separately for the additional work.

- The hourly billing rate for additional work shall be \$65.00 per hour (incl. HST).
- Addition to the route: _____ per km (incl. HST).

to be determined between contractor & superintendent

Any additional work, or other work that is outside the normal scope of this agreement must be approved by the Public Works Superintendent. No extra work shall be paid for unless the work is authorized in writing by the Public Works Superintendent

The prices submitted are also contingent on Paul Lafreniere Contracting servicing both municipalities (Town of Mattawa and Township PAP. Com.) see (H) of Tender & Proposal Form.

2.9 CHANGES IN CONTRACT PRICE FOR FUEL COSTS

The Town understands the volatility of fuel costs and this shall provide a mechanism for the contractor and the Town 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 in fuel over a period of 3 months of more than 10 cents per liter, the contractor (or the Town) 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 Town's option, the actual prices paid by the contractor as demonstrated by fuel expense documentation satisfactory to the Public Works Superintendent.

The adjustment to the contract price shall be established by the following formula:

$$FSR = TPR \times 0.21 \times (PFC / (\text{Fuel Price as at Tender Date}) - 1)$$
, where

FSR is Fuel Surcharge for Garbage collection

TPR is the current Tendered Price under the contract for Garbage collection

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

2.10 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.

2.10 MUNICIPAL BY-LAWS

The Contractor shall ensure that all his activities while performing the work and services described herein, are in conformance with all applicable municipal By-Laws as amended or established, from time to time.

All material shall be hauled to the Town's designated recycling processing facility in North Bay or as otherwise directed.

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 recyclable material complying with our program, that is properly set out in accordance with By-Law 04-15 and located within the municipal boundaries of the Town.

The Town has adopted a standard method of placing materials at curbside for collection. Recycling materials are to be placed at curb in separate containers, one container for each stream and cardboard is to be broken down and bundled together, either tied or untied. Where containers are found to have mixed materials from 2 or 3 streams, the contractor may collect the material at his option, but the cost to separate the material remains the contractor's.

A container set out for collection, or material set out for collection that does contain non-recyclable wastes, or mixed materials from other streams of recyclables, improper container itself, cardboard not broken down flattened & bundled, contaminated materials, loose plastic bags, unbagged shredded paper are generally not collectable by the contractor under this contract.

The contractor is expected to understand the requirements of By-Law 04-15 and train his/her staff to understand those requirements as well to ensure only compliant recyclable materials are collected under this contract.

The contractor shall report to the By-Law Department all occurrences of non-compliant recyclable materials set out at curbside. The contractor shall log on the "Record of Compliance Related Non-Collections" form the quantity and nature of the containers / material not collected. This record shall be faxed to the Town of Mattawa By-Law Department (705 744-0104) within 48 hours of the event. The form is attached as Schedule "A" to this agreement.

2.11 OPTION TO RENEW CONTRACT

The Town of Mattawa reserve the right to renew this contract for a further 3 year term twice, exclusively at the Towns own option, if it deems a renewal to be in its best interest. Should the Town choose not to renew this contract, it shall provide written notice of its decision at least 60 days prior to the end of the term of this contract, or any of the renewal terms.

Should the Town choose to offer a renewal, the Town 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 Town 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 60 days in advance of the end of the contract term, or that of a renewed contract, his intention to entertain or not entertain a renewal.

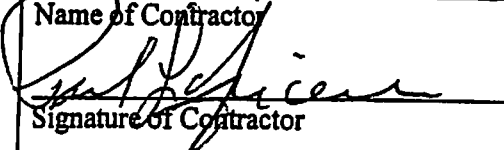
2.12 RECEIPT OF AND ADDRESSES FOR CORRESPONDENCE

The Owner at Box 390, 160 Water Street, Mattawa, Ontario, P0H 1V0

The Contractor at: Box 62, 381 McConnell St Mattawa ON P0H 1V0

IN WITNESS WHEREOF the parties hereto have executed this Agreement and by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

TOWN OF MATTAWA	CONTRACTOR
_____	<u>PAUL LAFRENIERE CONTRACTING</u> Name of Contractor
The Corporation of The Town of Mattawa	<u></u> Signature of Contractor
_____	<u>Paul Lafreniere - owner</u> Name & title of the person signing
Name & title of the person signing	



RECYCLING COLLECTION TENDER & PROPOSAL FORM

a) Contractor Information

Name: PAUL LAFRENIERE CONTRACTING

Address: 381 McConnell Street

MATTAWA ON P4410

Telephone: 705 744 5759 Fax: 705.744.4659

Handwritten signatures and initials:
[Signature]
[Signature]
[Initials]

b) Proposed Equipment

Please provide a description of the equipment you propose to use to perform the duties and services described in this tender.

Description of type of Equipment: _____

2500 Silverado and recycling trailer

Year: 2010 Make: GMC Model: _____

Odometer Reading (if used): _____

Do you have a backup or second piece of equipment in case of breakdown: yes?

If yes, what is the year, make and model?: 1500 Silverado & Diamond trailer

Contingency Plan for Breakdown: use of backup vehicle

c) The price tendered herein shall include all costs associated with providing all labor, equipment, materials, overhead, associated expenses and profit required to complete the work specified in the contract documents.

d) Proposed staff:

What experience does the tenderer have in solid waste collection: No of Years: 7

What kind of work: waste management

Has the contractor ever been under contract with a municipality for recycling collection? yes

If yes, when? How long? and where? Please describe:
Town of Mattawa & Twp PAP-CAN.

Handwritten signature/initials

How many staff do you propose to have working on this contract?: 3

What is their experience in recycling collection?
waste management collection

Do you have part-time or standby staff to maintain services if primary staff are off work due to illness?: yes. If yes, then how many? 2 and do you employ them presently? part time & occasional worker

Do you have administrative staff?: 1 If yes, what is their function?
administration, receivable & payable account ...

- e) Tenders shall be delivered to the Town Hall at 160 Water St., Mattawa, Ont., P0H 1V0 in an envelope clearly marked "Recycling Collection Tender Enclosed" by the closing deadline of Noon, December 6th, 2011.
- f) Tender Prices shall include HST and all other taxes required to complete the work as specified in the contract documents.

THREE STREAM RECYCLING COLLECTION & HAULING

Town of Mattawa Recycling Collection & Hauling to North Bay Recycling Plant (70 kms)

Jan. 1st, 2012 to Dec. 31, 2012 → 59,643.00 + \$7153.59 HST = \$67,396.59 ✓

Jan. 1st, 2013 to Dec. 31, 2013 → 62,483.14 + \$8122.80 HST = \$70,605.94

Jan. 1st, 2014 to Dec. 31, 2014 → 65,458.52 + \$8519.60 HST = \$73,968.12

Jan. 1st, 2015 to Dec. 31, 2015 → 68,575.59 + \$8914.82 HST = \$77,490.41

Jan. 1st, 2016 to Dec. 31, 2016 → 71,841.09 + \$9339.34 HST = \$81,180.43 ✓

Jan. 1st, 2017 to Dec. 31, 2017 → 75,212.09 + \$9784.07 HST = \$85,046.16 ✓

ADDITIONAL BILLINGS

In the event the Town of Mattawa or Townships require additional work as defined in 1.11 of this agreement, the contractor shall invoice separately for the additional work.

- The hourly billing rate for additional work shall be 65.00 per hour (incl. HST).
- Addition to the route: _____ per km (incl. HST).

to be determined by contractor & superintendent

Any additional work, or other work that is outside the normal scope of this agreement must be approved by the Public Works Superintendent. No extra work shall be paid for unless the work is authorized in writing by the Public Works Superintendent

→ The prices submitted are also contingent on Paul Latouriere Contracting servicing both municipalities (Town of Mattawa and Township P.A. Cam. see (H) of Tenders Proposal Form.

Dec 6/11

g) COST SAVING PROPOSAL:

Should the contractor have a proposal to lower the cost of the contract for the municipality to consider, please describe here and attach a proposal if necessary (if more room is necessary, please attach separate sheet):

"see ATTACHED" Other things to consider.
Paul Lafreniere Contracting is very productive in the Community. Paul donates his time and equipment to Voyageur Days Weekend and Voyageur Curling Club (snow removal). Paul is also a Volunteer firefighters for Mattawa.

- h) The term of this Contract shall begin January 1st, 2012 and end December 31st, 2017 while the Town of Mattawa shall hold an option to renew twice for an additional 3 year term each.
- i) The Contractor acknowledges having satisfied himself that he has a full and complete understanding of ALL the work required within this contract. The contractor also acknowledges that all his questions regarding details relevant to the preparation of the tendered price have been answered and that there will be no extra costs approved by the Owner relating to errors or omissions in the preparation of the tendered price by the Contractor. This shall hold true regardless of whether the Owner or Contractor committed an error or omission.
- j) What is your length of time to respond and carry out corrections to a call on the day following the scheduled collection day that 3 houses on a certain street was missed?
Same day contacted

I, the undersigned, certify that I have read and understood these tender documents and agree to provide the services in accordance with the contract documents and agree to enter into the attached Agreement should I/we be awarded the contract:

Authorized Signature: Paul Lafreniere
for the Contractor

Date: December 6/2011

Corporate Seal if Applicable

[Handwritten initials] [Handwritten initials]

[Handwritten mark]

Top of Mattawa Submitted prices for individual Contract

• you can see the cost saving when ALL contracts are awarded to the one contractor.

Garbage collection:

HST

$$(2012) 95,250.00 + 12,382.50 = \$107,632.50$$

$$(2013) 99,785.00 + 12,968.54 = 112,726.54$$

$$(2014) 104,536.66 + 13,589.76 = \$118,126.42$$

$$(2015) 109,514.59 + 14,236.89 = \$123,751.48$$

$$(2016) 114,729.57 + 14,914.84 = \$129,644.41$$

$$(2017) 120,132.88 + 15,617.27 = \$135,750.15$$

Recycling Collection:

HST

$$(2012) 91,950.3 + 11,953.50 = 103,903.50$$

$$(2013) 96,328.57 + 12,522.71 = 108,851.28$$

$$(2014) 100,915.64 + 13,119.03 = 114,034.67$$

$$(2015) 105,721.14 + 13,743.74 = 119,464.88$$

$$(2016) 110,755.48 + 14,398.21 = 125,153.69$$

$$(2017) 116,029.55 + 15,083.84 = 131,113.39$$



THE CORPORATION TOWN OF MATTAWA

COMMITTEE: ENVIRONMENTAL SERVICES

CHAIRPERSON: COUNCILLOR P. DUPRAS

DEPT. HEAD: MARC MATHON

TITLE: LANDFILL SITE OPERATION SERVICES CONTRACT

Draft By-Law Item Policy Recommendation

Mayor D. Backer and Members of Council:

At the November 14, 2011 regular Council Meeting the Public Works Department was authorized to proceed with tendering for the services of "Landfill Site Operations".

The Tenders closed on December 6th at noon and were opened at 1 pm at the Mattawa Town Hall Council Chambers. On December 19th, Council accepted the tender that presented the Town with the best value and subsequently met with the successful bidder and we are now ready to bind the Town to a contract with and for the following:

Landfill Site Operation – including 100 hrs extra work and no HST

Dumont Backhoe Services \$92,241.59

A resolution and By-Law for entering into contract with the successful bidder is required.

Recommendation:

That Council adopt By-law 12-06 which will enter into contract with Dumont Backhoe Services, being the successful tenderer as awarded at the December 19th, 2011 Special Meeting of Council for the Landfill Site Operation Services Contract as tendered.

Respectfully submitted

Councilor P. Dupras

THE CORPORATION OF THE TOWN OF MATTAWA

BY-LAW NUMBER 12-06

BEING a by-law to authorize the signing of a contract for Landfill Site Operation Services Contract agreement between the Corporation of the Town of Mattawa and Dumont Backoe Services.

WHEREAS the Municipal Act S.O. 2001, c.25, as amended, authorizes the Council to pass by-laws enacting agreements.

AND WHEREAS it is desirable to permit the Mayor and Clerk to sign the contract, Schedule "A", on behalf of the Corporation of the Town of Mattawa.

AND WHEREAS Schedule "A" is attached and forms part of this By-law.

NOW THEREFORE, the Council of the Corporation Town of Mattawa enacts as follows:

The Mayor and Clerk are authorized to execute the Contract, Schedule "A", on behalf of the Corporation Town of Mattawa for Landfill Site Operation Services.

READ, PASSED AND ADOPTED this _____ day of _____ 2012.

Mayor

Clerk

Schedule "A"
to By-Law
12-06

LANDFILL OPERATION AGREEMENT

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement made on the 06 day of Dec in the
year 2011

by and between

The Corporation of the Town of Mattawa - (Owner)

hereinafter called the "Owner"

and

Dumont Backhoe Services

hereinafter called the "Contractor"

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

PART 1 GENERAL CONDITIONS

1.1 SCOPE OF WORK

The Contractor shall provide Landfill Operations & Compaction Services which will include three (3) landfill attendants during open hours at the landfill site owned by the Town of Mattawa and located at Lot 13, Concession 13, Township of Papineau, District of Nipissing. The Work shall be carried out in accordance with the Town's Certificate of Approval (most recent issue) as issued by the Ministry of the Environment & Energy, and shall adhere to the terms and conditions outlined in this agreement and all of its attachments and references.

1.2 CONTRACT DOCUMENTS

The following are the Contract Documents referred to in this contract:

- Part A - This agreement between Owner and Contractor
- Part B - "Landfill Site Use and Garbage Collection By-Law - By-Law # 96-19"
- Part C - Operations Plan - Excerpts of original Plan + Interim Plan to be read together.
- Part D - Method of Placing & Compacting Solid Waste in Cells (drawing).

1.3 CONTRACT TERM

The term of this agreement shall be ~~four~~^{for} (6) years and shall commence on the 1st day of January, 2012 or as soon as practical and shall end on the 31st day of December 2017.

1.4 BASIS OF PAYMENT

The basis for payment shall be as follows:

A) Hourly Rates to be applied for extra work:

- i) Compaction & Landfill operation = \$73.45 per hour (HST incl.)
- ii) Landfill attendant = \$18.50 per hour (HST incl.)

B) Work Schedule

i) Compaction & Cover As required to ensure the waste material is compacted and covered following the deposit of waste from the public and from the municipal collection contractor.

Residential Waste Collection Days for the Town of Mattawa and the Twp of Papineau-Cameron are Mondays and Thursdays of each week between May 1st and October 31st and Mondays bi-weekly and Thursdays weekly from November 1st to April 30th.

The landfill site is open Saturdays for up to 4 hours early in the day. The contractor is required to comply with the Town's Certificate of Approval and Operations Plan for the Landfill Site in every respect, including compaction and the application of cover material.

ii) Landfill Attendant

The contractor must provide 3 attendants at the landfill site to monitor and direct users to where they dispose of their waste material, including recyclables. The contractor is fully responsible for ensuring landfill site users deposit their materials in the appropriate locations, including the metal pile for recycling (1 attendant), the clean burnable pile for burning (1 attendant) and solid waste landfill area for landfilling (1 attendant).

The attendants will be required to be on site working during the normal open hours of the landfill site, which are expected to be:

Saturday	9:00 am to 1:00 pm	<u>(4 hours)</u>
		Total : 4 hours

C) Monthly Lump Sump Tendered Price:

- i) Compaction & Landfill Operation = \$2646.00 per month (HST incl.)
- ii) Landfill attendants = (3) \$888.00 per month (HST incl.)
- iii) Excavate and transport sand Cover Material from the pit within site = \$3400.00 per month (HST incl.)
- iv) Supply & Delivery of Sand Cover material from off-site source = \$5680.00 per mth (HST incl.)

After the 2nd year of the contract has been completed, the contractor shall be permitted to apply for an increase in contract prices. The proposed contract price increase will be subject to the approval of the Town and shall not be in excess of the Bank of Canada listed inflation rate as of the date of the application for contract price increase.

Any extra work, or other work that is outside the schedules or requirements as described by the contract documents must be approved by the Public Works Superintendent. No extra work shall be paid for unless it is authorized in writing by the Public Works Superintendent

All amounts are in Canadian funds.

1.5 PERFORMANCE

The Contractor covenants and agrees, during the term of this Contract, to perform to the Town'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.

The Contractor shall be responsible for and shall give adequate attention to the faithful performance and completion of all matters pursuant to this Agreement. In addition to the protection provided, the Contractor shall indemnify and save harmless the Town of Mattawa from all suits and actions for damages and costs to which the Town of Mattawa 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 representatives and/or employees.

The Contractor shall employ only orderly, competent and skillful persons to do the work herein and the Contractor's employees shall be fully covered by the Contractor's Workers Safety and Insurance Board policy at all material times during the term of this Agreement.

1.6 INSURANCE

The Contractor shall arrange, pay for and maintain, during the term of this Agreement, public liability and property damage insurance in an amount not less than \$5,000,000 per occurrence. This insurance shall be such that it protects the Town of Mattawa against all claims from all damage or injury, including death, to any person or persons, and for damage to any property of the Town of Mattawa 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.

1.6.1 WORKERS SAFETY & INSURANCE BOARD

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

1.7 SAFETY & ORDER

The Contractor shall ensure that any equipment storage facility erected on Landfill Property by the contractor is left in a secure, neat and tidy state upon completion of the day's work. The equipment storage facility must be safe and secure at the end of each working day.

The Contractor shall ensure that all safety regulations are followed to ensure the safety of his workers as per the various labor 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.

1.8 AGREEMENTS AND AMENDMENTS

This contract supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the work described herein, including any document not expressly listed in article 1.2 of this agreement - CONTRACT DOCUMENTS.

1.9 TERMINATION

It is acknowledged that if the Contractor or his representatives and/or employees 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 Town of Mattawa, this agreement may be terminated by the Town of Mattawa or the services of the Contractor be suspended by the Town of Mattawa upon 30 days written notice from the Town of Mattawa to the Contractor.

It is acknowledged that if the Town of Mattawa deems it to be in its best interest, or by Provincial Regulations or other Government requirement, needs to dramatically change the Landfill Operations Plan, 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 Landfill Operations services, under a revised scope of work, the Town of Mattawa shall reserve the right to terminate the contract with 90 days advance written notice.

The contractor agrees to commit himself to the faithful performance of this contract for the full duration of the contract.

1.10 INTERPRETATION OF WORK PROCESS

In the event there is a difference of opinion or interpretation of the provisions and terms relating to the work being required, the decision of the Public Works Superintendent shall prevail.

1.11 TENDER & PROPOSAL FORM

The Tender Form document shall serve as supporting documentation as to the intent of this agreement is included and read into this agreement.

1.12 SUCCESSION & ASSIGNMENT

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

1.13 DEFICIENCIES

The contractor understands that any deficiencies arising from the project manager's inspections shall result in withholding funds from payment in amounts determined by the project manager to be sufficient to correct the deficiencies, until such deficiencies are rectified at the contractor's expense.

This condition shall be binding whether the contractor corrects the deficiency himself or the Town corrects the deficiency with its forces on the contractor's behalf.

A deficiency is defined as any work that does not meet the requirements of the current Town of Mattawa Certificate of Approval or this agreement, unsafe work practice or uncompleted work. The legitimacy and value of a deficiency shall be determined by the engineer in an ethical and fair manner.

In all cases, the Contractor shall be given an opportunity to correct the deficiency himself. The window of opportunity shall be a minimum of 1 day from the date they are 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 Town shall first issue a notice in writing that corrections are going to be undertaken by others and that costs will be charged back against his upcoming invoices or other payments under this agreement.

1.14 ADDITIONAL WORK or CHANGE IN WORK

Additional work referred to in this agreement shall refer to the addition of specific work not already covered in this agreement, but does relate to the operation of the landfill site. Compensation for additional work shall be as prescribed by the Contract pricing or at the Town's option as agreed to by all parties.

The Contractor also acknowledges that fair credits or reduction in cost shall accompany any reduction of work that may be requested from time to time by the Town. Any such change in work shall come in the form of a Change Order from the Public Works Superintendent. 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.

The contractor acknowledges that the operation of a Landfill Site is highly regulated and the government may from time to time institute regulatory changes that may affect the operation of the landfill site. The contractor must be willing to carry out these changes in operation and shall negotiate in good faith any required changes in contract prices resulting from the change in operational procedures.

1.15 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 documents, the Town 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, during the 3 month period, the Town reserves the right to correct the non-conformance, with or without notice to the contractor, using its own forces or other forces and charge the costs of such corrective action to the performance holdback account.

1.16 RECEIPT OF AND ADDRESSES FOR CORRESPONDENCE

The Owner at Box 390, 160 Water Street, Mattawa, Ontario, P0H 1V0

The Contractor at: 259 Neault Rd, Mattawa, ON, P0H 1V0

2.0 SPECIFIC CONDITIONS

2.1 COVER MATERIAL

Except for the Contract Item stipulating that the Contractor is to Supply and Deliver Sand Cover Material, the Town of Mattawa shall supply all sand at no cost to the Contractor to be used by the Contractor for the landfill operations.

The sand used for cover material shall be stockpiled on site as directed by the Public Works Superintendent. The Town of Mattawa also agrees that it will maintain the access road, fences, gates and no-trespassing signs.

2.2 GROUNDWATER MONITORING FACILITIES

The Town of Mattawa owns a number of Ground Water Monitoring wells in and around the landfill site disposal areas. It is the Contractor's responsibility to ensure the safety of these facilities throughout the term of the contract.

Any such monitoring wells found to have been damaged by the contractor will be repaired at the contractor's expense.

2.3 LANDFILL ATTENDANT

It is intended that the contractor shall supply three (3) people to work as landfill attendant. Specifically, they will be responsible for ensuring that users obey the Landfill Use By-Law and that separation of materials is carried out and that there is no contamination of the burnable pile.

The Contractor will post one attendant at the burn pile, one at the metal pile and one at the landfill waste disposal face. Each will be responsible to ensure only permitted waste material is deposited in the appropriate area.

The terms of reference for the performance of the Contracted Landfill Attendant is contained within the attached Landfill Attendant Job Description.

The Town of Mattawa will supply the cash attendant at the entrance of the Landfill Site and will be responsible for collection of tipping fees and initial screening of materials.

It is also regarded as part of the contractor's responsibility to keep the areas clean with the picking up of waste material deposited outside the permitted areas or on the road.

2.4 PROPOSED EQUIPMENT

The Town deems it to be in its best interest to consider strongly those tenders that involve the use of equipment specifically designed for landfill compaction, such as a compaction machine featuring sheeps foot design that weigh in excess of 25,000 kgs. ✱

The suitability of the equipment (age, weight, size, hour meter reading, accessories, etc...) will weigh heavily in the evaluation of the tendered packages, which may or may not result in the lowest tender not necessarily being accepted.

Please attach a copy of the equipment specifications with the tender documents detailing the operating weight of the equipment as well as its drive train information and it's year, make & model.

2.5 CONTRACTOR OWNED STORAGE FACILITIES

The contractor is permitted to erect equipment storage facilities subject to the condition that its size, design and location is approved by the Public Works Superintendent.

The purpose of this permission is to allow the contractor to build a suitable storage garage on the Landfill Property to securely house his equipment. The contractor is fully responsible for the security and safe storage of his equipment.

The Town shall not be held responsible for vandalism or any other damages suffered by the contractor to his equipment or other owned assets that might be located on the Landfill Site property for the purposes of execution of this work contract.

The contractor understands that any such structure will require the issuance of a building permit and will abide by all Ontario Building Code Act regulations in the construction of any structure so permitted on the municipal property.

2.6 OTHER DUTIES OF THE CONTRACTOR

The Contractor is responsible for undertaking the work necessary to keep the landfill site in compliance with the current Certificate of Approval in as far as it pertains to cleanliness of the site, containment of garbage to within the site, control of public disposal of material, compaction of material and cover of material and maintaining these operations to ensure waste is deposited within the footprint limits established by the Certificate of Approval – Operations Plan. Please refer to Parts B & C of this document.

As part of this work the Contractor is responsible for preparing the burn pile every Tuesday for burning on Wednesday. This involves pushing the deposited brush into a pile suitable for burning such that the width (footprint) of the pile is minimized.

The Contractor is responsible for maintaining the tire pile in good order and ready for collection by the Ontario Tire Stewardship hauling contractors. This means large truck & off road tires separated from smaller vehicle tires and further separating those on rims from those off rims.

There is a Lead Acid battery depository area that the Contractor will keep in an orderly fashion and will advise the Public Works Superintendent when it would be appropriate to have a recycler collect the batteries.

2.7 SEVERABILITY OF TENDER PRICES & ITEMS

The Town is including the supply of sand from outside sources and the transportation of sand from within the site in this tender on the basis that within this contract term:

- 1) the contractor will be required to retrieve sand cover from the Landfill Pit and transport it to the active cell to be covered.
- 2) the Town's own Municipal forces will attend to the site to deliver sand for cover to the active cell.
- 3) the pit may not be available for the supply of sand and the Town will need to purchase sand from an outside source. This Tender includes a provision for the Contractor to supply and deliver the cover sand from off-site supply.

Although the Contract includes a provision for the supply and delivery of cover material, the Town reserves the right to supply its own sand from within the site or elsewhere.

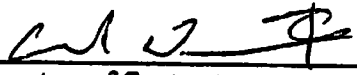
The Town commits to receiving the services listed as i) and ii) in the "Lump Sum Tendered Prices of the Tender Form for the full term of the Contract. However, for items iii) & iv), the Town will provide the Contractor with at least 30 days notice of its need to receive those services (and product) from the contractor or cease same.

To assist in estimating the volume of sand required to cover the waste material, the Contractor is advised that the waste is to be compacted in layers 1 meter thick and covered weekly during the summer months and monthly during the winter months by a layer of sand cover 6" thick

On average, the area to be covered on a weekly basis is approximately 60 ft X 100 ft during the summer and 60 ft X 200 ft during the winter. Attached in Part C is a copy of the drawing describing the method of placing and compacting solid wastes in cells.

In witness whereof the parties hereto have executed this Agreement and by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

TOWN OF MATTAWA <hr/> The Corporation of The Town of Mattawa <hr/> Name & title of the person signing	CONTRACTOR <u>Dumont Backhoe Services</u> Name of Contractor  <hr/> Signature of Contractor <u>Carl Dumont / owner</u> Name & title of the person signing
--	--

LANDFILL OPERATION TENDER & PROPOSAL FORM

a) Contractor Information

Name: Dumont Backhoe Services

Address: 259 Neault Rd, MATTAWA, ON.

POH 110

Telephone: (705) 498-5657 Fax: —

b) The price tendered herein shall include all costs associated with providing all labor, equipment, materials, overhead, associated expenses and profit required to complete the work specified in the contract documents.

c) Complete information for this tender is available at the Town Hall at 160 Water Street. Replies must be submitted separately in a sealed envelope, addressed to the Municipal Treasurer, clearly indicating "Landfill Operation Tender Enclosed" by noon, December 6th, 2011 at the Town Hall, 160 Water Street, Mattawa.

Tenders submitted after the above noted deadline, or be incomplete shall be considered void.

c) The term of this agreement shall be six (6) years + an option to the Town to renew for two (2) subsequent 3 year renewal terms. The term shall commence on the 1st day of January, 2012 or as soon as practical and shall be up for renewal on the 31st day of December 2017.

d) Proposed Equipment Summary:

Description of type of Equipment you proposed to use for this contract:

Sheepfoot Compactor, (Dump Trucks (3)) (3 loaders) (2 Excavators) Available

Year: 1991 Make: CAT Model: 816 B

Odometer Reading (if used): Complete Rebuild @ 10829 HRS Hour Meter: 14861 (only 4000 HRS from Rebuild)

Operating Weight: 48000 LBS

Do you have a backup or second piece of equipment in case of breakdown: yes?

If yes, what is the year, make and model?: 1980 D75 Komatsu Dozer

Contingency Plan for Breakdown: HAVE access to Rental Sheepfoot Machine, ALSO HAVE the Komatsu DOZER. ALSO HAVE Large Excavator So Backup.

Dec 6/11 1:30pm

A complete set of specifications on the equipment being proposed for this contract is attached? yes

Should you be proposing more than one piece of equipment, please attach the same information as above along with specifications to this tender submission.

- e) Tender Price shall include HST and all other taxes required to complete the work as specified in the contract documents.

Monthly Lump Sump Tendered Price:

- i) Compaction & Landfill Operation = \$ 2646.⁰⁰ per month (HST incl.)
- ii) Landfill attendants = (3) \$ 888.⁰⁰ per month (HST incl.)
- iii) Excavate and transport sand Cover Material from the pit within site = \$ 3400.⁰⁰ per month (HST incl.)
- iv) Supply & Delivery of Sand Cover material from off-site source = \$ 5680.⁰⁰ per month (HST incl.)

Tendered Hourly Prices for Extra Work:

- i) Compaction & Landfill Operation = \$ 73.45 per hour (HST incl.)
- ii) Landfill attendant = \$ 18.50 per hour (HST incl.)

- f) The Contractor is advised that any storage facility constructed will be at the contractor's costs but will be granted the privilege of building a facility on municipal landfill property, subject to the approval for design and location by the Public Works Superintendent.

g) COST SAVING PROPOSAL

Should the contractor have a proposal to lower the cost of the contract for the municipality to consider, please describe here and attach a proposal if necessary (if more room is necessary, please attach separate sheet):

I the Contractor, would be interested in accepting certain items from landfill, to Recycle on my own for EX: Untaged Fridge, propane tanks with still Attached, Etc. AT no cost to the town I would Remove from site, would supply my own container to Accomodate.

- g) The Contractor acknowledges having satisfied himself that he has a full and complete understanding of ALL the work required within this contract. The contractor also acknowledges that all his questions regarding details relevant to the preparation of the tendered price have been answered and that there will be no extra costs approved by the Owner relating to errors or omissions in the preparation of the tendered price by the Contractor. This shall hold true regardless of whether the Owner or Contractor committed an error or omission.

I, the undersigned, certify that I have read and understood this tender document and agree to provide the services in accordance with the contract documents and agree to enter into the attached Agreement should I/we be awarded the contract:

Authorized Signature:

Date: Dec 06/2011

Dec 6/11 1:30 PM

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: ENVIRONMENTAL SERVICES

CHAIRPERSON: COUNCILLOR P. DUPRAS

DEPT. HEAD: MARC MATHON

TITLE: RECYCLING PROCESSING SERVICES CONTRACT

Draft By-Law **Item** **Policy Recommendation**

Mayor D. Backer and Members of Council:

At the November 14, 2011 regular Council Meeting the Public Works Department was authorized to proceed with tendering for the services of "Recycling Processing".

The Tenders closed on December 6th at noon and were opened at 1 pm at the Mattawa Town Hall Council Chambers. On December 19th, Council accepted the tender that presented the Town with the best value and subsequently met with the successful bidder and we are now ready to bind the Town to a contract with and for the following:

Recycling Processing – no HST

R & D Recycling \$75 / tonne

A resolution and By-Law for entering into contract with the successful bidder is required.

Recommendation:

That Council pass the associated By-Law to enter into contract with R & D Recycling, being the successful tenderer as awarded at the December 19th, 2011 Special Meeting of Council for the Recycling Processing Services Contract as tendered.

Respectfully submitted

Councilor P. Dupras

THE CORPORATION OF THE TOWN OF MATTAWA

BY-LAW NUMBER 12-07

BEING a by-law to authorize the signing of a Recycling Processing agreement between the Corporation of the Town of Mattawa and R & D Recycling Services (1329483 Ontario Limited).

WHEREAS the Municipal Act S.O. 2001, c.25, as amended, authorizes the Council to pass by-laws enacting agreements.

AND WHEREAS it is desirable to permit the Mayor and Clerk to sign the contract, Schedule "A", on behalf of the Corporation of the Town of Mattawa.

AND WHEREAS Schedule "A" is attached and forms part of this By-law.

NOW THEREFORE, the Council of the Corporation Town of Mattawa enacts as follows:

The Mayor and Clerk are authorized to execute the Contract, Schedule "A", on behalf of the Corporation Town of Mattawa for Recycling Processing services.

READ, PASSED AND ADOPTED this _____ day of _____ 2012.

Mayor

Clerk

Schedule "A" to
By-Law 12-07

RECYCLING PROCESSING AGREEMENT

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement made on the 6 day of December the
year 2011

by and between

The Corporation of the Town of Mattawa &

hereinafter called the "Town"

and

1329483 Ontario Limited
Rt D Recycling

hereinafter called the "Contractor"

The Owner and Contractor agree as follows:

A-1 THE WORK

The Contractor shall:

- 1.1 perform the work required by the contract documents for the acceptance, processing and marketing of recycling materials delivered to or collected by the Contractor.
- 1.2 do and fulfill everything in this agreement, and
- 1.3 the term of this contract shall commence on the 1st day of January, 2011 and shall be reviewed by December 31st, 2014. At the option of the Town, the contract term may be extended by "Memorandum of Extension", subject to the review and negotiations of the conditions of the contract.

A-2 AGREEMENTS AND AMENDMENTS

- 2.1 This contract supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the work described herein, including any document not expressly listed in article A-3 of the agreement - CONTRACT DOCUMENTS.
- 2.2 Any changes to the work, or changes to the process which affect this agreement being specified herein and in the Description of Work must be approved by the Town of Mattawa - Public Works Superintendent. A written Change Order from the Public Works Superintendent shall be the only authorization to the contractor to alter the work. An associated credit memo or charge for the proposed change of work shall be negotiated and included in the Change of Conditions.

A-3 CONTRACT DOCUMENTS

- 3.1 The following are the Contract Documents referred to in this contract:
- this agreement between Owner and Contractor
 - General Conditions
 - Tender Form

A-4 CONTRACT PRICE

- 4.1 The contractor shall accept all blue box recyclable materials specified in the program policy. The materials shall be delivered to the contractor at the Town's expense. The Contractor shall sort, bail and sell the recyclable materials.

The Contract Price for processing the material shall include all costs associated with carrying out the work, including but not limited to: sorting, bailing, administrative, transportation to market, labor, equipment, overhead and profit is as follows:

THREE STREAM RECEPTION: 75.00 / tonne

The Proceeds from the sale of the recyclable material shall be shared with the municipality in the following percentages:

0 % to Town of Mattawa

100 % to Contractor

- 4.2 All amounts are in Canadian funds.

A-5 PAYMENT

- 5.1 Subject to the provisions of the contract documents, and in accordance with legislation and statutory regulations the Contractor shall prepare a complete statement detailing every bundle or unit of processed material brought to market. The basis for payment to the Town shall be the gross revenue from market for the processed material. It is agreed that the Contract Prices be sufficient to cover the above costs, and where applicable, costs for sorting, bailing, transportation labor, equipment, overhead and profit.
- 5.2 The statement shall include the tonnages of the various materials multiplied by the unit market price for which revenue was generated. It shall be acceptable to include the processing costs on the statement as a charge to the Town and the revenue generated from sale of the product as a credit to the Town. The difference being either an amount owing by the Owner to the Contractor or an amount owing to the Town by the Contractor accompanied by a check for same.
- 5.3 Frequency of statements shall be monthly and shall include all materials processed since the previous statement issued.
- 5.4 After the 2nd year of the contract has been completed, the contractor shall be permitted to apply for an increase in contract prices. The proposed contract price increase will be subject to the approval of the Town and shall not be in excess of the Bank of Canada listed inflation rate as of the date of the application for contract price increase.

A-6 RECEIPT OF AND ADDRESSES FOR CORRESPONDENCE

6.1 The Owner at 160 Water Street, Mattawa, Ontario, P0H 1V0

The Contractor at:

871 Jet Ave. North Bay
472-1768 fax: 494-2258

PIB 209

A-7 SUCCESSION

7.1 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 representatives, successors and assigns.

B-1 GENERAL CONDITIONS

- 1.1** The scope of this agreement covers the **Acceptance, Processing and Marketing of Recycling Materials** described in the attached Description of Work.
- 1.2** The only material to which this applies is recyclable material delivered to the Contractor by the Municipal Collection Contractor as approved in writing by Town. No material, whether originating from Mattawa or not, being delivered by unauthorized haulers shall be counted into this agreement unless authorized in writing by the Town.
- 1.4** The Contractor shall keep a log of the quantities of materials received. A report shall be prepared summarizing the total weight of each material received and shall accompany the monthly statements to the Town.
- 1.5** The Contractor shall submit to the Town a copy of all Certificates of Approvals and related licenses and permits as issued by applicable authorities for the operation of their recycling processing facility. This shall be carried out at the time of signing or upon request.
- 1.6** The Contractor shall be responsible for all costs associated with operating their business and shall save the Town harmless from any legal actions arising as a result of operating the processing plant and collection of materials.
- 1.7** There shall be no charge back to the Town for unrecyclable materials that are not marketable. Should there be a problem with contamination exceeding 5% of the accepted material, the Contractor shall immediately notify the Public Works Superintendent and provide the necessary information for the Public Works Superintendent to resolve the issues. Only upon special authorization by the Public Works Superintendent shall there be extra charges permitted in dealing with excessive contamination of the material.

B-2 DEFICIENCIES

- 2.1** - RESERVED FOR FUTURE USE.

B-3 SAFETY & ORDER

- 3.1** The Contractor shall ensure that all safety regulations are followed to ensure the safety of their workers as per the various labor and safety legislation while working on municipal property.

B-4 WORKERS SAFETY & INSURANCE BOARD

- 4.1** NOT APPLICABLE AT THIS TIME

B-5 INSURANCE

5.1 Prior to commencing the work, the Contractor shall provide proof of liability insurance coverage for no less than \$2,000,000 and shall maintain such insurance coverage throughout the term of this Contract.

B-6 WARRANTY

6.1 NOT APPLICABLE TO THIS CONTRACT

C-1 SPECIFIC CONDITIONS

1.1 Three-Stream Reception – This program option involves sorting the majority of the materials at the processing plant. The material will be collected from curbside in three streams:

- a) Cardboard and box board wood fiber products
- b) Newsprint, fine paper and all other paper fiber paper materials.
- c) All co-mingled containers, including plastics, tin, aluminum & milk cartons.

It is expected that where possible the contractor will provide a market for the receipt of plastic film in addition to the above streams.

C-2 CURBSIDE RECYCLING CONDITIONS

Our recycling collection policy will involve requiring the orderly placement of materials in the recycling collection container such that the materials are grouped together to facilitate collection and sorting at curb. Instructions to homeowners will include the bundling of newsprint and fine paper and the breakdown and bundling of cardboard and boxboard materials.

It is expected that for the 1st 3 months of collection, the Collection Contractor will provide the Town with lists of problem users to follow-up with. If there is a second infraction, the collection contractor will not collect the material.

According to our By-Law, containers with material that do not conform to the collection requirements, will be left behind for the homeowner to sort through and re-submit the containers for collection at the next scheduled collection day within compliance.

In witness whereof the parties hereto have executed this Agreement and by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

OWNER:
TOWN OF MATTAWA

The Corporation of The Town of Mattawa

CONTRACTOR

JEAN-LUC LABATE
Name of Contractor

Jean Luc Labate
Signature of Contractor

JEAN-LUC LABATE (OWNER)
Name & title of the person signing

RECYCLING PROCESSING TENDER FORM

a) Contractor Information

Name: R+D Recycling
 Address: 871 Jet Ave
North Bay ON P1B 2U9
 Telephone: 705-472-1768 Fax: 494-7428

b) Please provide a brief list of clients from which you accept and process recyclable materials.

Client: East Ferris Contact Name & phone #: Antoine Boucher ⁷⁵⁵⁻²²⁴⁶
 Client: West Nipissing Contact Name & phone #: Dan's LaFreniere

c) The price tendered herein shall include all costs associated with providing all labor, equipment, materials, overhead, associated expenses and profit required to complete the work specified in the contract documents.

d) Tenders shall be delivered to the Town of Mattawa - Town Hall at 160 Water St., Mattawa, Ont., P0H 1V0 in an envelope clearly marked "Recycling Collection Tender Enclosed" by the closing deadline of Noon, December 6th, 2011.

e) Tender Prices shall include HST and all other taxes required to complete the work as specified in the contract documents.

Tender Prices:

THREE STREAM RECEPTION:

$$75.00 + 9.75 \text{ HST} = \boxed{84.75} / \text{tonne}$$

The Proceeds from the sale of the recyclable material shall be shared with the municipality in the following percentages:

0 % to Town of Mattawa

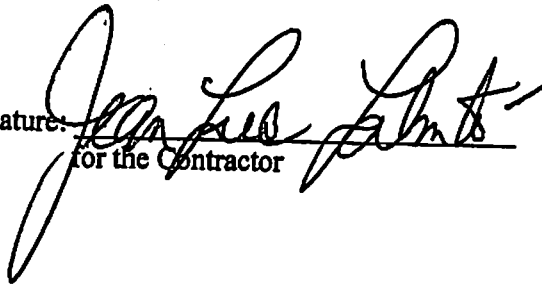
100 % to Contractor

Dec 6/11

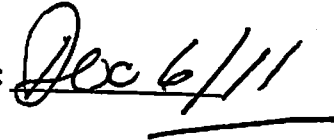
- f) The term of this Contract shall begin January 1st, 2012 and end December 31st, 2014 while at the option of the Town, the contract term may be extended by "Memorandum of Extension", subject to the review and negotiations of the conditions of the contact.
- g) The Contractor acknowledges having satisfied himself that he has a full and complete understanding of ALL the work required within this contract. The contractor also acknowledges that all his questions regarding details relevant to the preparation of the tendered price have been answered and that there will be no extra costs approved by the Town relating to errors or omissions in the preparation of the tendered price by the Contractor. This shall hold true regardless of whether the Town or Contractor committed an error or omission.

I, the undersigned, certify that I have read and understood these tender documents and agree to provide the services in accordance with the contract documents and agree to enter into the attached Agreement should I/we be awarded the contract:

Authorized Signature:


for the Contractor

Date:



Corporate Seal if Applicable

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: ENVIRONMENTAL SERVICES

CHAIRPERSON: COUNCILLOR P. DUPRAS

DEPT. HEAD: MARC MATHON

TITLE: 11th STREET PUMP STATION - PUMPS

 Draft By-Law X Item Policy Recommendation

Mayor D. Backer and Members of Council:

On November 28th, 2011, Council approved the purchase and installation of 2 new pumps for the 11th Street pump station from ABS Manufacturing at a cost of \$35,274 + HST.

We issued a purchase order on that basis and scheduled a pre-construction meeting. At the pre-construction meeting ABS Manufacturing personnel realized that they had based their quoted price on the existence of 3 phase electrical service to the site. In fact there is only single phase available. The cost to the Town to have Hydro One bring 3 phase service to the 11th St pump station is in excess of \$65,000.

ABS did make a visit to the site prior to bidding and simply omitted to confirm the electrical service to the pump station. They submitted a subsequent quote of \$14,821 to make the necessary conversions to single phase. This put the project cost to \$50,095.43 + HST.

We revisited ITT Flygt's quote (now called Xylem) and confirmed that they in fact did quote a single phase pump and panel but did not quote installation. We got a quote from Spec and Sons for installation. The cost for this pump replacement as quoted by ITT Flygt and Spec and Sons is \$31,287.76 + HST and broken down as follows:

- Flygt Pumps (2) single phase and panel: \$22,807.76
- Start Up : \$800
- Spec and Sons installation: \$7,680

Since we are proposing to cancel a purchase from a supplier previously approved by Council, we would prefer to do so with a Council resolution.

Recommendation:

That Council authorize the Public Works Department to cancel the purchase from ABS as approved by Council on November 28, 2011 and move forward with purchasing and installing 2 pumps as detailed in the ITT Flygt and Spec and Sons quotation, for an installed price of \$33,287.76 + HST. This expenditure will be covered by capital purchases in the sewer department and will be funded by rolled over surplus from 2011.

Respectfully submitted

Councilor P. Dupras

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: FIRE DEPARTMENT

CHAIRPERSON: COUNCILLOR M. L. ARROWSMITH

DEPT. HEAD: CHAD BELANGER, FIRE CHIEF

TITLE: HIRING OF VOLUNTEER FIREFIGHTER

Draft By-Law

Item

Policy Recommendation

Mayor D. Backer and Members of Council:

The Fire Department recently received an application for a Volunteer Firefighter position and after careful review and an interview it was decided to hire Mr. Ryan Clouthier. Mr. Clouthier has some of the qualifications we require such as CPR, First Aid training and Defibrillator training, which represents a cost savings for the Department. Therefore it is recommended:

Recommendation:

That Mr. Ryan Clouthier be hired as Volunteer Firefighter, effective immediately, with the Mattawa Volunteer Fire Department subject to the conditions of hiring within the Fire Department.

Respectfully submitted

Councillor M. L. Arrowsmith

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: FINANCE

CHAIRPERSON: COUNCILLOR C. LACELLE

DEPT. HEAD: WAYNE P. BELTER

TITLE: INTERIM TAX LEVY – BY-LAW NUMBER 12-08

Draft By-Law Item Policy Recommendation

Mayor D. Backer and Members of Council:

The Municipal Act authorizes Council to pass an interim tax levy by-law before the adoption of the yearly budget.

This by-law will permit the municipality to collect 50% of last year’s levied taxes. These funds are normally collected before the budget is struck. The Town will encounter regular monthly expenses before the budget is struck and in order to meet these financial requirements, the interim tax levy provides for these funds. Historically, the municipality collects interim taxes in February and April and follow-up with the second and final tax bill due in July and September.

Tax Bills are mailed 21 days prior to the due date, and there is considerable work required to prepare for printing and mailing of the interim tax bill which must be completed before the end of the first week in February for two installments, one at the end of February and one at the end of April. Therefore we need to adopt this Interim Tax By-law at this meeting.

Recommendation:

That the attached By-Law Number 12-08 being the 2012 Interim Tax Levy By-Law based on the 2011 tax levy be approved.

Respectfully submitted

Councillor C. Lacelle

THE CORPORATION OF THE TOWN OF MATTAWA

BY-LAW NUMBER 12-08

“A By-Law to provide for an Interim Tax Levy on property classes within the frozen assessment listing and to provide for the payment of Taxes”

WHEREAS provides that the Council of a local municipality may pass a by-law to impose an interim levy on the assessment in the frozen assessment listing, as most recently revised, for property in the municipality rateable for local municipality purposes;

AND WHEREAS the Municipal Act, as it applies provides a set of rules for determining the interim tax payable, which are also subject to the municipality’s discretion under the Municipal Act, to decrease or increase the interim tax payable where it is felt that the interim amount would otherwise be too high or too low in relation to the total taxes that are anticipated to be levied on the property in the year;

AND WHEREAS Section 22 of Ontario Regulation 7/99, as enacted by Section 3 of Ontario Regulation 602/99, provides that the interim levy in 2011 shall not exceed fifty per cent (50%) of the 2010 final taxes for properties coded as either Commercial, Industrial or Multi-Residential;

NOW THEREFORE the Council of the Corporation of the Town of Mattawa hereby enacts as follows:

1. An interim tax payment in an amount determined by applying a percentage of Fifty percent (50%) to the total 2011 tax levy including supplemental taxes that have been levied for 2011 under Section 34 of the Assessment Act, Chapter A. 31, R. S. O. 1990, as amended, and tax adjustments processed for 2011 up to and including January 31, 2012 under Section 39.1 and 40 of the Assessment Act, Chapter A. 31, R. S. O. 1990, as amended, and the Municipal Act, for real property that has only Residential and Farm Class; Multi-Residential; Commercial; Industrial; Railway Right of Way; or, Pipeline Class according to the last revised assessment roll is hereby levied. The Multi-Residential, Commercial and Industrial tax classes will realize a 50% adjustment based on the 2011, capping process.
2. The said amount of tax levied for real property that has Residential and Farm Class; Multi-Residential; Commercial; Industrial; Railway Right of Way; or, Pipeline Class shall be payable in two equal installments as follows:
 - First Installment - Payable Wednesday February 29, 2012
 - Second Installment – Payable Monday April 30, 2012
3. The Finance Department is hereby authorized and directed to give to the person taxed a written or printed notice specifying the amount of the taxes payable by delivering the notice or causing it to be delivered to or for that person at the person’s residence or place of business or upon the premises in respect of which the taxes are payable.
4. This by-law shall come into full force and effect upon the final passing thereof.

5. The aforesaid installments of real property taxes shall be paid into the Municipal Office of the Corporation of the Town of Mattawa on or before the respective due dates hereinbefore set forth.
6. The Town Treasurer is hereby authorized to accept part payment from time to time on accounts of any taxes due or to become due and to give a receipt for such part payment, provided that the acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable in respect of non-payment of any taxes or of any installment thereof.
7. In default of payment of any installment of Real Property Taxes levied herein, by the required due date for the payment thereof, a percentage charge of one and one-quarter percent (1.25%) is hereby imposed as a penalty for non-payment of such taxes, or an installment thereof remaining unpaid on the first day of each calendar month thereafter in which default continues, but not after December 31 of the current year.

READ, PASSED AND ADOPTED this _____ day of _____ 2012.

Mayor

Clerk

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: FINANCE

CHAIRPERSON: COUNCILLOR C. LACELLE

DEPT. HEAD: WAYNE P. BELTER

TITLE: DONATION TO LOCAL CURLING TEAM ATTENDING NOCA

Draft By-Law

Item

Policy Recommendation

Mayor D. Backer and Members of Council:

The Voyageur Curling Club hosted the Northern Ontario Curling Association Men's Regional Playdowns earlier this month and the local participating team won the competition. Mattawa residents Pat Gelin, Art Trudel, Luc Gelin and Louis Gelin qualified for the NOCA Provincial finals in Sault Ste. Marie February 5-12, 2012 and the winner of this competition will represent Northern Ontario at the Canadian Brier in Saskatoon, Saskatchewan in March of this year.

This is the first team from the Mattawa Curling Club to qualify for the Provincial Finals in over fifty years and the expenses for the curlers to attend the week long competition are for the most part the participants' responsibility and will be somewhat costly.

Council discussed this team's achievement at the last Council meeting and it was suggested a donation in support of their trip would be in order since Council has often supported local residents who represent our community at competitions. These curlers will represent and promote Mattawa while in the Sault and as a token of our support a donation in the amount of \$500.00 would be warranted.

Recommendation:

That the Town of Mattawa, in support of the Northern Ontario Region five winning Gelin Curling Team, will provide \$500.00 to be used towards the costs incurred when they attend the NOCA Provincial finals February 5-12, 2012 in Sault Ste. Marie.

Respectfully Recommended
Councillor C. Lacelle

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: GENERAL GOVERNMENT SERVICES

CHAIRPERSON: COUNCILLOR L. MICK

DEPT. HEAD: WAYNE P. BELTER

TITLE: 24/7 FITNESS CENTRE CORPORATE MEMBERSHIP

Draft By-Law

Item

Policy Recommendation

Mayor D. Backer and Members of Council:

The 24/7 Fitness Centre offered local businesses and employees the opportunity to purchase yearly corporate memberships at a cost of \$500.00 which would in turn allow their employees and their families to join the fitness centre at a substantially reduced rate.

Council discussed the initiative at our last Council meeting and it was suggested this could be a positive initiative to promote a healthy lifestyle for our employees including our Volunteer Fire Department and all staff who would benefit from participating in a fitness program at the Fitness Centre.

Recommendation:

That the Town of Mattawa, in response to the invitation of the 24/7 Fitness Centre, purchase a \$500.00 corporate Membership for 2012. Council encourages all employees and their families to join the facility at the reduced membership cost and benefit from the positive healthy experience the fitness centre can provide.

Respectfully recommended

Councillor L. Mick

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: SOCIAL AND FAMILY SERVICES

CHAIRPERSON: COUNCILLOR M. L. ARROWSMITH

DEPT. HEAD: WAYNE P. BELTER

TITLE: NE LHIN COMMUNITY ENGAGEMENT PLAN

Draft By-Law

Item

Policy Recommendation

Mayor D. Backer and Members of Council:

In the correspondence section of the January 9, 2012 agenda a letter (4.3) from the North East Local Health Integration Network requested our support of their position that after an extensive review and released report increased access to health care in our community is needed.

They requested a Resolution of Support endorsing and strongly supporting their efforts to enhance local health care to ensure that citizens of Northern Ontario including Mattawa, have access to health care, at the right time, in the right place.

Recommendation:

That the Town of Mattawa acknowledges that it has received a copy of the North East Local Health Integration Network Summary Report and fully endorses and strongly supports this effort to enhance local health care and offers the municipalities co-operation wherever possible, to ensure that citizens of Northeastern Ontario have including Mattawa access to health care, at the right time, in the right places.

Respectfully recommended

Councillor M. L. Arrowsmith

**REGULAR MEETING OF COUNCIL
MONDAY, JANUARY 23RD, 2012**

#7. REPORTS

7.1 Public Works Dept. - Hwy 17 Lane Adjustments Reports

**MUNICIPAL COUNCIL CHAMBERS
160 WATER STREET
MATTAWA, ONTARIO**

Reports Added.
January 23 2012

REPORT

Date: Wednesday, December 21, 2011
Re: Hwy 17 Lane Adjustments
From: Marc Mathon, Public Works Superintendent
Public Works Department

BACKGROUND:

During the summer I took some time to observe traffic on John Street and saw that people were using the west bound middle lane as a passing lane to pass trucks travelling in the lane nearest the sidewalk. I also observed problems with vehicles taking to the shoulder on the eastbound lane to get around vehicles waiting to turn left at the many left turn areas along east bound John Street. I remembered the Mattawa General Hospital's complaint about left turning from east bound John Street at Turcotte Park Rd and developed the opinion that if the middle lane were a dedicated turning lane, traffic would flow much smoother and safer along John Street.

I discussed it with Paul Dupras, the Public Works Chairperson and we agreed to bring forward to Council a resolution to request MTO Traffic Section to consider converting the middle lane into a turning lane. Council considered the motion and Carried it under resolution #11-24, which was found on Page No. 158 of the September 12th, 2011 regular Council meeting agenda.

The next day, on September 13th, 2011, I sent to Eric Doidge, the Regional Director of MTO an e-mail letter to which I attached a copy of the resolution carried by Council. In that e-mail I ask MTO to consider converting the middle lane into a turning lane.

I was then informed that MTO Traffic Section in North Bay was studying the proposal and would be considering all elements affecting this section of hwy. After an extensive study of all the implications of the various alternatives, they came up with a plan. That plan was conveyed to me via a response letter from Eric Doidge, Regional Director on October 6, 2011. That response is attached as well. It basically states that after a review of the proposal we brought forth, they decided to convert the middle lane to a second east bound lane instead.

As far as the comments and concerns brought forth to Council by members of the public, it is normal for change to attract scepticism as change is uncomfortable. Our department has reviewed the subject extensively and this should serve to clear up some of the concerns.

The single lane on the west bound lane was installed and is in fact a little too narrow. It is expected that in the spring, the lane will be widened somewhat to address this situation.

With respect to snow fall causing the sidewalk to be impassable, this was indeed the situation we faced in this year's first winter storm. There are two main causes for this problem:

- 1) the speed at which Transfield drivers plow the hwy along John Street. Their speed limit in Town is 15 km/hr.
- 2) The amount of snow we get in one storm overnight.

Generally, each first storm of the year, whether its TransField or when it was Pioneer, their drivers always forgot to slow down along John Street and simply buried our sidewalks.

In the past, if we got 6" of snow overnight or more, the John Street sidewalk is not passable with our MT5 sidewalk plow and we simply cannot push the snow. The reason for this is that in the past, the Hwy plows would push 2 full lanes worth of 6" of snow over and onto the sidewalk, and the volume is too much for our sidewalk plow to move. Every major storm each year, John Street is not passable until we remove the snow and plow it across the hwy.

This year we didn't only get 6" we got 16" of heavy wet snow. To make things worse, the Transfield plows pushed through town at speeds well in excess of 15 km/hr and so fast that substantial amounts of snow was thrown to within inches of houses along John Street....and in some cases we found evidence that houses were in fact hit with snow. Needless to say the Transfield plows and the sheer volume of snow caused the sidewalk on John Street to be inaccessible with our sidewalk machine.

With this new lane arrangement, the sidewalk side will only be receiving one lane worth of snow during snow fall events as opposed to 2 lanes. The contribution of ½ the normal amounts of snow will enable us to keep the sidewalk cleared and safe far more often and more consistently than before. We will be able to handle the vast majority of snowfalls (so long as Transfield doesn't bury our sidewalk as they have done many times in the past) far more effectively than ever before with only one lane of snow being plowed to the sidewalk. The end result is a safer sidewalk under more snow events than ever before.

There was a concern about heavy truck traffic travelling so close to the sidewalk. This has always been the case. Trucks always used the lane closest to the sidewalk on John Street. There is really no change in that configuration. Trucks have for decades been travelling only feet away from the sidewalk. The only adjustment that will be made is the lane will be widened in the spring with new paint markings, which will allow trucks to travel with more space between it and the sidewalk.

It was understood that there was a concern expressed that when emergency vehicles heading west with sirens and lights on, the trucks and vehicles are supposed to pull over, but have nowhere to pull over. This is only partially true. The proper context for this event is that vehicles are not required to "pull over" (off the road) when emergency vehicles are looking to overtake. They are required to move to the outside most land and slow down to a stop to permit the emergency vehicle to overtake or get through traffic. It should be noted that this rule holds true for traffic in both directions.

With west bound traffic already in the outermost lane, they simply need to slow down and stop. Eastbound traffic are also required to pull over to the outside eastbound lane and slow down and stop. This essentially provides the middle lane to emergency vehicles to overtake / navigate traffic travelling in both directions. There is no impediment of emergency traffic created by this re-alignment of the lanes along John Street.

On the balance of all the probabilities there is no reason to believe that there is any increase in risk to pedestrians or vehicular traffic along John Street caused by the re-alignment of the middle lane on John Street. On that note, there appears to be some difficulties being experienced at Myrt's corner with the west bound outside lane ending at the curve. This has been brought to MTO's attention and they will be looking into it.

Marc Mathon – Public Works Superintendent

Marc Mathon

From: Marc Mathon [mattawapw@on.aibn.com]
Sent: September 13, 2011 2:57 PM
To: 'eric.doidge@ontario.ca'
Cc: 'Salah.Ismail@ontario.ca'; 'Rafael.Albino@ontario.ca'; 'sheri.graham@ontario.ca'; 'mike.pearsall@ontario.ca'
Subject: Mattawa Traffic Adjustment Proposal
Attachments: 3rd Lane Conversion Recom Sept 12-11.pdf

Dear Mr. Doidge,

My name is Marc Mathon, I am the municipal engineer for the Town of Mattawa. A few weeks ago after reflecting on the nature of traffic travelling through Mattawa on highway 17 and considering the investment being undertaken by MTO and the Town of Mattawa to improve this corridor, I developed an idea that could improve traffic through Mattawa. Please don't interpret this letter as a complaint letter of any kind, but simply as a letter of support for an opportunity for improvement.

Presently there are 3 lanes along the western leg of Hwy 17 through Mattawa, known as John Street to us. There is one eastbound lane and 2 west bound lanes. I could not explain why there were 2 west bound lanes....it seems like that's just the way it's always been.

Specifically, on John Street where the south side of John (Hwy 17) is bound by the railroad and there are less than a half dozen southern accesses (1 street and about 5 driveways), while the north side (left turn for east bound traffic) has 5 streets and more than 40 driveways and accesses to residents and businesses.

We have observed many times trucks and cars taking to the east bound shoulder to overtake cars stopped waiting to turn left onto one of the many entrances and side streets on the north side of John Street. Additionally, drivers tend to use the middle west bound lane as a passing lane and resort to speeding through town to overtake vehicles before reaching the single lane again just west of Mattawa. Additionally, trucks often stop on the west bound outside lane to access stores and shops, knowing that traffic can use the middle lane to pass.

We are of the understanding that MTO is implementing a no stopping policy for this stretch of Hwy 17 and we support that policy. Given that construction is underway as we speak and completion is slated for this fall, I thought it may be an opportunistic time to look at converting the middle lane into a east bound left had turning lane.... (or possibly turning for both directions).

Converting the middle lane into a turning lane would support MTO's proposed no stopping policy for the west bound traffic, will eliminate traffic from having to take to the shoulder on the east bound side for vehicles turning left and would eliminate the high speed passing that takes place on the west bound double lanes. I saw nothing but upside to this idea.

I did convey it to Dave Cross (our project manager). Dave is very open minded and willingly shared the idea among his colleagues at MTO and they did report that they are considering this idea very seriously as it does have merit. The purpose of this message is to convey to you that the Town fully supports the prospect of converting the middle lane on John Street into a turning a turning lane, and if appropriate also on McConnell Street. I understand that your approval may be necessary for changes to traffic flow of this type and one of senior management's questions may be: "Will the municipality support this idea".

This is to reassure you that not only do we support the idea, we are strongly encouraging you to look at implementing it in conjunction with the completion of the ongoing highway rehabilitation project if it is reasonably possible. Painting lines and installing signage once rather than redoing them at a later time, may save money and reduce confusion. I am

attaching a copy of the resolution that Council passed last night giving its full support for the concept so you can rest assured that Mattawa Council and the Mayor are in full support of this idea.

I thank you for taking the time to read this letter and I hope you'll provide encouragement and support to MTO staff as they try to implement these changes to traffic in conjunction with the conclusion of the project presently underway.

Sincerely,

Marc Mathon, P.Eng

THE CORPORATION TOWN OF MATTAWA

COMMITTEE: TRANSPORTATION DEPARTMENT

CHAIRPERSON: COUNCILLOR P. DUPRAS

DEPT. HEAD: MARC MATHON

TITLE: JOHN STREET 3rd LANE CHANGE OF USE

Draft By-Law

Item

Policy Recommendation

Mayor D. Backer and Members of Council:

For decades, John Street and McConnell have had 3 lanes with the west bound side having 2 lanes of traffic and the east bound side only having one lane. The Public Works Department have undertaken a review of the use of the double west bound lane and found that the extra lane tends to result in speeding as drivers look at this as an opportunity to overtake other vehicles before getting back out of town.

In addition we have see that with most businesses and streets on John Street are left had turns for east bound traffic we often see traffic taking to the gravel shoulder to overtake vehicles waiting to make a left turn into a business or a side street.

We feel that if the 3rd lane, being the middle lane of John Street, were converted into a turning lane specifically for the purposes of providing some space for 1 or 2 cars to stop as they await to turn left, two things will occur:

- 1) It will eliminate any need for east bound vehicles (trucks and cars) to take to the shoulder to overtake stopped cars turning left or stopping on the highway behind left turning cars, and
- 2) Remove the safety hazard caused by vehicles speeding to try to overtake other vehicles through town. We often observe speeders along this stretch trying to overtake more than 1 vehicle before returning to single lane at the west end of town.

We believe that without a doubt converting the middle lane into a turning lane will result in better traffic flow through town and increased traffic safety and compliance with speed limits.

Recommendation:

That Council respectfully request MTO to consider the conversion of the middle lane on John Street specifically into a turning lane to provide safe place for vehicles to stand while awaiting a safe opportunity to cross the opposing lane in making a left turn. Council believes this will result in safer and better traffic flow through Mattawa. In addition, we ask MTO to examine the effect of similar arrangement for McConnell Street which also comprises of 3 lanes. It is hoped that this could be looked at in time for implementation as the snow melts in spring of 2012 or earlier.

Respectfully submitted,

Councilor P. Dupras

CARRIED under Resolution #11-24

Ministry of Transportation

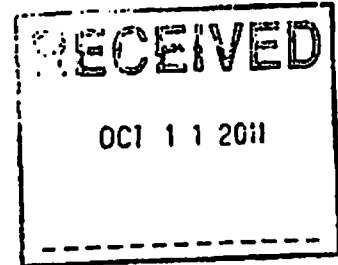
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Ontario



October 6, 2011

Mr. Marc Mathon
Municipal Engineer
Town of Mattawa
PO Box 390
Mattawa, Ontario
POH 1V0

Dear Mr. Mathon:

Thank you for your suggestion to reconfigure the lanes on Highway 17 in Mattawa.

Regional staff have reviewed your suggestion and rather than converting the centre westbound lane to a dedicated left turn lane, the highway cross section will be reconfigured in the area of Turcotte Park Road to provide one westbound lane and two eastbound through lanes. This will have a similar effect as through vehicles will have an additional lane to move past left turning vehicles in the eastbound direction.

Additionally the request for a similar treatment at McConnell Street has been reviewed. This section of roadway is currently four lanes wide. Although for part of the length the additional eastbound lane is painted as a parking lane, this additional roadway width does allow for through vehicles to pass left turning vehicles. It is not anticipated that reconfiguring the highway lanes would provide any benefit to road users.

Thank you again for bringing this forward. The changes to Highway 17/John Street will be made as part of the ongoing construction contract.

Sincerely,

Eric Doidge
Regional Director