

**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

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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 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.

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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	→ 99 547.15	+ \$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: LT8500

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

