

THE CORPORATION OF THE TOWN OF MATTAWA

BY-LAW NUMBER 24-09

BEING a by-law to authorize the signing of a Recycling Collection Extension Agreement with Paul Lafreniere Contracting.

WHEREAS the Council of the Town of Mattawa agrees to extend the garbage collection services for an additional two (2) years with Paul Lafreniere Contracting for the municipality's garbage collection services program ending ;

AND WHEREAS Council adopted By-law 12-05 on the 23rd day of January 2012 for contracted recycling collections services with Paul Lafreniere Contracting for a period of six (6) years with an option for extension of three (3) years which was executed by way of By-law 17-33;

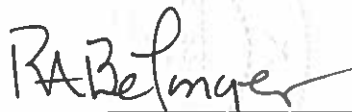
AND WHEREAS the Contractor, Paul Lafreniere Contracting and the Town of Mattawa have agreed to further extend the contract on a two (2) year extension term with the Recycling Collection Extension Agreement known as Schedule "A" to this By-law.

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

1. **THAT** the Mayor and Interim CAO/Treasurer are authorized to execute the Recycling Collection Extension Agreement, Schedule "A", on behalf of the Corporation of the Town of Mattawa.
2. **THAT** this agreement shall be effective and shall remain in effect and force in accordance with the terms of the agreement subject to any amendment thereto or the termination of the said agreement.
3. **THAT** the provisions of this By-law shall come into full force and effect upon the date of its passing.

READ A FIRST and SECOND TIME, this 11th day of March, 2024.

READ THIRD TIME and FINALLY PASSED, this 11th day of March, 2024.



Mayor



Clerk

RECYCLING COLLECTION EXTENSION AGREEMENT

This Agreement made on the 31st day of January in the year 2024

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

1.1 SCOPE OF WORK

The term of the contract is for 2 years and is an extension to the current contract expiring December 31, 2023.

1.2 CONTRACT DOCUMENTS

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

- This agreement between the Town and the Contractor
- Part B By-Law 04-15 "Recycling Collection By-Law (Mattawa)

1.3 CONTRACT TERM

The term of this agreement shall be 2 years or until the transition of the Ontario Blue Box Program to the new Blue Box collection model, whichever comes first. The current transition date is set to be October 1, 2025.

1.4 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.

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 & 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.

1.6 WORKPLACE 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 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 labour and safety legislation. The Contractor shall maintain good order and discipline among the Contractor's employees and sub-contractors engaged on the project and shall not employ workers unskilled in the tasks assigned.

1.8 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 Supervisor in an ethical and fair manner.

Any work completed and found to be deficient, or in the opinion of the Public Works Supervisor 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 Supervisor of the Town of Mattawa and notice of such resolution shall be issued in writing to all parties.

1.9 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 1.2 of this agreement.

1.10 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 Supervisor. 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.

1.11 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.

1.12 INTERPRETATION OF WORK PROCESS

In the event that there is a difference of opinion or interpretation of the provisions and terms relating to the work required, the decision of the Public Works Supervisor 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.

1.13 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.

1.14 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 Single Stream Collection system.

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 Supervisor 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 Supervisor.

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 Supervisor 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 Supervisor.

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 labour, 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.

SINGLE STREAM RECYCLING COLLECTION & HAULING

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

Jan. 1, 2024 to Dec. 31, 2024 → \$108,210.00 + \$14,067.30 HST = \$122,277.30

Jan. 1, 2025 to Dec. 31, 2025 → \$112,538.00 + \$14,629.94 HST = \$127,167.94

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 (plus. HST).

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

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 Supervisor.

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 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 Public Works Supervisor all occurrences of non-compliant recyclable materials set out at curbside.

2.12 RECEIPT OF AND ADDRESSES FOR CORRESPONDENCE

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

The **Contractor** at: 381 McConnell Street, Mattawa, Ontario, P0H 1V0

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

SIGNED AND DELIVERED

Dated this 11* day of March, 2024

THE CORPORATION OF THE TOWN OF MATTAWA

Per: RA Bélanger
Name: Raymond A. Bélanger
Title: Mayor

Per: Paul Laperriere
Name: Paul Laperriere
Title: Interim CAO/Treasurer

PAUL LAFRENIERE CONTRACTING

Per: Paul Lafreniere
Name: Paul Lafreniere
Title: Owner