

RECYCLING TRANSFER & PROCESSING AGREEMENT

BETWEEN:

**LIMERICK ENVIRONMENTAL SERVICES LTD.
(the 'Limerick')**

AND

**THE CORPORATION OF THE TOWNSHIP OF RIDEAU
LAKES
(the 'Township')**

THIS AGREEMENT is made as of March 1, 2024 between Limerick Environmental Services Ltd. and the Corporation of the Township of Rideau Lakes for recycling transfer and processing services.

Description of Services:

Limerick Environmental Services Ltd. (the Contractor) will provide to **The Corporation of The Township of Rideau Lakes** (the Township), transportation and disposal services described in Schedule "A" attached. All "Services" will be provided on an "as required" basis.

Definitions:

The Contractor means "Limerick Environmental Services Ltd."

The Township means "The Corporation of the Township of Rideau Lakes"

Area Serviced:

The area to be serviced by Contractor pursuant to this agreement is as follows:

- Specific sites within the municipal boundaries of the Township of Rideau Lakes, that presently are the Portland Transfer Station and the Delta Transfer Station.

1. Price for Services:

The price to be paid by the Township for the services will be as set out in Schedule "B" attached. Unless otherwise indicated in Schedule "B", the Township will make payment for the services monthly to Limerick Environmental Services Ltd., within 30 days of receipt of the invoice from the Contractor. The Township will have the right to selectively audit Limerick's invoices from their processor to ensure accurate billing and no mark-up.

2. Acceptable Wastes:

Materials defined in Schedule B are generated from residents and businesses in the municipalities. Should the material be contaminated by other items, other than described in Schedule B, the Township will be levied a contamination charge of the going rate for solid waste disposal per metric tonne.

3. Term:

The term of this Agreement is March 1, 2024, to February 28, 2025.

4. Personnel and Equipment:

The Contractor shall supply the necessary number of collection vehicles and containers as required, with qualified, experienced operators sufficient to perform its obligations under this Agreement. The vehicles and equipment provided and utilized by the Contractor will be safe, mechanically adequate, have all necessary permits required by law and be kept clean at all times. All vehicles shall be inspected daily by the Contractor as part of the Canadian Waste Maintenance Standards.

Any bins provided by The Township of Rideau Lakes shall be serviced by the Contractor and shall be maintained by same for the term of this Agreement, at no additional cost to the Township. The Contractor will replace its bins, as they are deemed un-repairable or unsuitable for the collection of recycling material, at no cost to the Township. After the completed term of this Agreement, the ownership of those bins replaced by the Contractor will be retained by the Contractor.

The Contractor shall have an individual available by telephone during working hours for the term of this Agreement to process all inquiries from the Township of Rideau Lakes and the public.

The Contractor shall provide annually to the Township all Company safety records or other such records requested by the Township, including but not limited to the following, Certificate of Insurance, WSIB Certificate, NEER Reports and CVOR Reports.

The Contractor shall provide to the Township, annually, tonnage reports (in metric tonnes) for recycling material and contaminants disposed, detailed by Site.

5. Holidays:

No Collections will be made on the following holidays:

Christmas Day
Boxing Day
New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day

6. The Contractor agrees to provide all required roll off recycling bins at each Transfer Station at no charge to the Township.
7. The Contractor has stipulated there will be no environmental charges, therefore environmental charges will not be considered during this Agreement.
8. The Contractor agrees to accept the recycling material in a blue plastic recycling bag and the Township is not required to debag for recycling purposes. If this term changes, the

entire Agreement will be reviewed and possibly re-negotiated, even terminated by the Township in writing, within 30 days, if it so wishes.

9. Termination Events:

In the event that a party to this Agreement is in default of complying with its obligations, including delay in payment of any amount due, under this Agreement and that such is not cured within the reasonable delay specified in written notice to be given by the other party to the defaulting party, such other party shall have the right to terminate this Agreement without further notice, after the expiry of such reasonable delay. In the event that the Contractor's permits governing its operation are cancelled or modified in a way that it would not permit the Contractor to continue accepting recycling for any reason whatsoever, the Contractor shall have the option to terminate this Agreement with 3 months **written notice**.

10. Limerick Environmental Services Warranties:

The Contractor warrants, represents and covenants that:

- it shall perform the Services in a good, timely and professional workmanlike fashion;
- it has obtained and shall maintain in full force and effect all required licenses, permits and approvals to perform the Services;
- it shall perform the Services in full compliance with all laws, bylaws and regulations in the Province of Ontario; and
- all material is Free on Board once it is placed in the bins at the specified sites and shall become the property of the Contractor immediately upon being placed in the bins regardless of the ownership of the bins or that the bin is located on Township property.

11. Event of Default:

The required service will be on an on-call basis. Upon notification to the Contractor of service required, the Contractor must provide service to the Township within 48 hours.

In the event that the Contractor is in default of the time for required services, and/or in the event that the Contractor is in default of any of its obligations as outlined in this Agreement, the Township will permit 5 calendar days to remedy the default.

It is agreed to by both parties to this Agreement, that in case there is an Event of Default, a loss or damage will be sustained by the Township, since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Township will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Township the sum of \$500.00 as damages for each and every calendar day delay after the remedy period noted previously in this section, until such time as the default is rectified to the satisfaction of the Township.

12. Insurance:

The Contractor shall maintain the following insurance during the term of this Agreement and name as an additional insured the Township of Rideau Lakes in said insurance:

- Comprehensive General Liability (bodily injury and property damage) in the amount of five million dollars (\$5,000,000) with no environmental exclusions.
- Motor Vehicle Liability in the amount of five million dollars (\$5,000,000) with no environmental exclusions.
- The Contractor shall provide insurance certificates evidencing its compliance with the requirements of this article on an annual basis. In the event of cancellation, the Township will be provided 60 days prior written notice.

13. Limerick Environmental Services Indemnity:

The Contractor, its directors, officers, agents, servants and employees shall indemnify and save harmless the Township, its officers, members of municipal council, employees, servants, agents and licensees from and against any and all manner of claims, demands, losses, costs, charges, actions, regulatory orders and prosecutions and other proceedings made or brought against, suffered by or imposed on the Township in respect of any breach of this Agreement, loss, damage or injury to any person, land or property or breach of any legal requirement directly or indirectly arising out of, resulting from or sustained as a result of any action or inaction by the Contractor related in any way directly or indirectly to the obligations of the Contractor under this Agreement and the performance of the Services.

14. Notices:

Any notice, document or other communication required or permitted to be given hereunder will be in writing and may be delivered by means of prepaid registered or regular mail or by fax or email.

If to:

Limerick Environmental Services Ltd.
4506 Orchard Street
Elizabethtown ON K6T 1A9

Mailing Address:
Limerick Environmental Services Ltd.
11170 Rudl Road
North Augusta ON K0G 1R0

Attention: Terry Perkins, Owner
Fax #: 613-345-0069
Email: t.perkins@xplorenet.com

If to:

Township of Rideau Lakes
1439 County Road 8
Delta ON K0E 1G0

Attention: Ben Rothwell, Works & Facilities Coordinator
Fax #: 613-928-3097
Email: brothwell@rideaulakes.ca

15. Waiver:

The failure of either party to enforce at any time or for any period of time, any provision of this Agreement will not be construed as a waiver of such provision, or of the right of such party thereafter to enforce such provision.

16. Governing Law:

The provisions of this Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.

17. Invoices and Payment:

The Contractor will invoice the Township monthly for all recycling transferred/transported

and disposed of by the Contractor under this Agreement. All charges shall be due and payable within thirty (30) days of receipt of an invoice by the Township provided that all appropriate backup documentation is submitted as required by the Township.

18. The Contractor has agreed to provide annual tonnage reports to the Township.

19. Entire Agreement:

This Agreement, including the schedules/appendix attached, constitutes the entire Agreement between the parties hereto and cancels and supersedes all prior agreements with respect to the subject matter. There are not and will not be any verbal representations, warranties, verbal undertakings or verbal agreements between the parties and this Agreement may not be amended or modified in any respect, except by written instrument signed by the parties and passed by By-Law of Council.

20. Severability:

The invalidity, in whole or in part, of any section or paragraph of this Agreement will not affect the validity of the remainder of such section or paragraph, or of the balance of this Agreement.

21. Limerick agrees to accept fully compacted fibres. Best efforts will be undertaken by both parties to allow for the compaction of containers.

The Parties have executed the Agreement on the dates set out below.

Limerick Environmental Services Ltd.

Jan 17/2024
Date

Terry Perkins
Name: Terry Perkins
Title: Contractor/Owner

The Corporation of the Township of Rideau Lakes

Date

Name: Arie Hoogenboom
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Mary Ellen Truelove
Title: Clerk

I have authority to bind the Recipient.

SCHEDULE "A"

Limerick Environmental Services Ltd. shall provide the following services to the Township of Rideau Lakes:

RECYCLING DEPOT COLLECTION:

- Depot Collection is defined as service via roll off containers. Bins owned by the Contractor will store recycling material and will be picked up and hauled away by the Contractor and emptied at a licensed recycling manufacturing facility. At the time of the execution of this Agreement the facility is Waste Management in Brockville.

PROCESSING:

- The Contractor shall process all material collected from the Township of Rideau Lakes or arrange to have all material processed in accordance with all applicable laws.

FUEL RATE ADJUSTMENT (as per the Ontario Trucking Association):

Calculation: The Canadian Waste payment adjustment for each month will be calculated using the following formula:

Canadian Domestic fuel surcharge using figures from NTS Canada "LTL-1"

There will not be a fuel surcharge until such time that diesel fuel reaches \$1.45 / litre delivered to the Contractor's tank, with proof of this amount provided to the satisfaction of the Township.

This will only be charged on the trucking.

SCHEDULE "B" **SERVICE & CONTAINER FEES**

The Township agrees to pay the Contractor:

- A cost recovery rate for fibres and containers;
- A container service fee of \$345.34/lift, per 40 yard open top roll off bin;
- A container service fee for compactor bins, owned by the Township, of \$506.39/lift;
- \$100.98* per metric tonne, for material for the disposal of solid waste;
- All of the above amounts are subject HST

*This is the current charge for the disposal of solid waste, an "energy surcharge Canada" will also be passed along to the Township.

Specifications for Recycling Program

Containers:

Metal & Aluminum Cans, clean foil trays, clean aluminum foil

Rinse all cans. Place metal lids from cans in the bottom of a can and pinch the top to keep the lids inside. It is not necessary to remove the labels or flatten the cans. *DO NOT include aerosol or paint cans, frozen juice cans (unless all metal), metal pots or other metal products.*

Plastic Containers (#1-#7):

Include only plastic containers that are marked on the bottom with a recycling symbol containing numbers #1,2,3,4,5,6 or 7. This includes, but is not limited to, soft drink/water/juice bottles, household detergent plastic containers, home cleaning & laundry bottles, windshield washer bottles, vinegar bottles, shampoo & lotion bottles, yogurt containers, margarine containers. This DOES NOT include all plastic bags, black plastics, milk, juice and soup cartons, tetra packs, foil containers and clam shell containers. Ensure the containers are empty and rinsed; crush can and flatten the bottles where possible.

Containers (plastics, cans & glass) are co-mingled in one blue bag for collection.

Fibres:

This will include, but not be limited to: newspaper, magazines, flyers, junk mail, office paper, soft covered books, hard covered books (with the cover removed), catalogues, corrugated cardboard, boxboard, fibre egg cartons, phone books, etc.

Boxboard & Cardboard (breakdown): Shake out all food residues & remove liners or plastic trays. Flatten all boxboard and place inside a recycling bag or bundle & tie. DO NOT include waxed or coated pizza style boxes, tissues, or paper towels.

Bundles tied with tape, string, plastic or twine will be accepted as recycling.