

CONTRACT DOCUMENTS

TOWN OF PELHAM, ONTARIO

GARBAGE COLLECTION

CONTRACT

PROJECT EO 86605

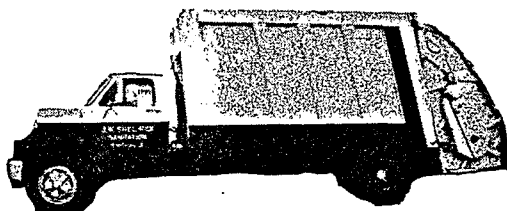
PROCTOR AND REDFERN LIMITED  
Consulting Engineers and Planners  
210 King Street, St. Catharines, Ontario  
L2R 3J9

DL/mp

March, 1986

# J. W. Sheldrick Sanitation

Phone 957-3923  
Smithville



P.O. BOX 142

271 West Street

SMITHVILLE, ONTARIO

LOR 2A0

April 30th, 1986

Mr. Murray Hackett  
Clerk-Co-ordinator  
TOWN OF PELHAM  
P. O. Box 400  
PELHAM, Ontario  
LOS 1E0

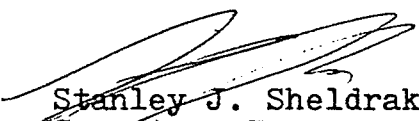
Dear Sir:

RE: PROJECT EO 86606

As per Addendum Number one (1), allowing flexibility re; Project Specifications Part 1.03A and Part 2.01C, this tender is submitted on the basis of four (4) collection days a week and using two (2) Packer-Type units plus one (1) spare unit, all of a capacity of 20 cubic yards each for the regular collection routes.

Additional units will be made available for the Spring Clean-up Work as per project specifications part 2.01D.

Yours truly,

  
Stanley J. Sheldrake  
Secretary-Treasurer  
J. W. SHELDRIK SANITATION LTD.

TOWN OF PELHAM  
GARBAGE COLLECTION CONTRACT  
ADDENDUM NO. 1

Please note that the Project Specifications Part 1.03A and Part 1.01C set out in the Town of Pelham Garbage Collection Contract, Project E086605 indicates the preference of the Town as to the specific days of collection and the number of trucks required to carry out the contract.

It is not the intention of the Town, however, to limit the flexibility of the contractor by requiring the contract to be bid only as specifically set out in the Project Specifications.

The Town is prepared to consider alternate proposals with respect to the specific days and number of days for collection and to the number of trucks required to carry out the Contract. The various proposals will be evaluated and a recommendation will then be made to the Council of the Town of Pelham.

TOWN OF PELHAM, ONTARIO

GARBAGE COLLECTION

Project E.O. 86605

March, 1986

LIST OF CONTRACT DOCUMENTS

	<u>Colour Of Pages</u>	<u>Number Of Pages</u>
The following shall form the Contract Documents:		
Addenda Numbered <u>1</u> to <u>1</u>	Green	
List of Contract Documents	Pink	1
Tendering Information	Blue	2
Form of Tender	Yellow	2
) Agreement	White	1
Agreement to Bond	White	1
Performance Bond (CCA(S)21)	White	1
Bid Bond (CCA(S)20)	White	1
List of Sub-Contractors (CD-3)	White	1
Tenderer's Experience (CD-4)	White	1
Tenderer's Senior Staff (CD-5)	White	1
Tenderer's Plant (CD-6)	White	1
General Conditions	Blue	7
Project Specifications	White	6
Town of Pelham By-Law #1057 (1986)	White	14

TENDERING INFORMATION

T1.01 DELIVERY AND OPENING OF TENDERS

- A. Sealed tenders, marked with the name of the project, will be received by:

Mr. Murray Hackett, Clerk-Coordinator  
Town of Pelham  
P. O. Box 400  
PELHAM, Ontario  
L0S 1E0

up to NOON, WEDNESDAY, APRIL 30TH, 1986.

- B. The tenders will be opened publicly as soon after the closing time as possible.  
C. Tenders shall be made on the Form of Tender which shall not be detached from the other documents.

T1.02 DISCREPANCIES

- A. If a tenderer finds discrepancies in, or omissions from the Contract Documents, or if he is in doubt as to their meaning, he shall notify the Engineer, who may issue a written addendum. Neither the Owner nor the Engineer will make oral interpretations of the meaning of the Contract Documents.  
B. Addenda issued during the tendering period shall be allowed for by the tenderer.

T1.03 EXAMINATION OF SITE

- A. The Tenderer shall visit the site of the work before submitting his tender and shall by personal examination satisfy himself as to the local conditions that may be encountered during execution of the work.

T1.04 PROOF OF ABILITY

- A. The tenderer shall be competent and capable of performing the various items of work. The tenderer shall complete the following statement sheets, which shall form a part of the Contract Documents:

- i) Tenderer's Experience
- ii) Machinery and Plant to be used
- iii) Tenderer's Senior Staff

The tenderer may be required to furnish additional statements covering other matters, including financial resources.

T1.05 TENDER DEPOSIT

- A. Every tender shall be accompanied by a bid bond, or certified cheque made payable to the Town of Pelham, in an amount of \$10,000.

C.C.A. Document (S) 20 shall be used for the bid bond.

The tenderer shall keep his tender open for acceptance for sixty days after the closing date. Withdrawal during this period will result in forfeiture or enforcement of the bid bond.

Upon being notified that his tender has been accepted, the Contractor shall execute copies of the Agreement, supply bonds and insurance documents as specified, and start work as specified.

Failure to execute the copies of the Agreement, or to supply bonds and insurance documents, all within two weeks of the date of acceptance of the tender, or to start work as specified, will automatically mean the forfeiture or enforcement of the bid bond.

Bid bonds of unsuccessful tenders will be returned not later than two weeks following Contract award.

The bid bond of the successful tenderer will be returned with the first monthly Contract payment.

#### T1.06 AGREEMENT TO BOND

- A. Every tender shall be accompanied by an 'Agreement to Bond' in the form attached, and shall be completed by a surety Company lawfully doing business in the province.

#### T1.07 ACCEPTANCE OF TENDERS

- A. The lowest or any tender need not necessarily be accepted by the Owner.

#### T1.09 TOWN OF PELHAM BY-LAW

- A. Town of Pelham By-Law No. 1057 (1986) for the collection and disposal of garbage and ashes and other refuse is included with this bid document.

#### T1.10 AWARD OF CONTRACT

- A. The award of this contract is subject to Ontario Municipal Board approval.

FORM OF TENDER

FT.01 TENDER PRICE

A. Offer by: NAME: J. W. SHELDRIK SANITATION LTD.  
ADDRESS: P. O. Box 142, London Road, SMITHVILLE, Ont.  
DATE: April 30th, 1986 LOR 2A0

B. To The Corporation of the Town of Pelham

1. We, the undersigned, having examined the site of the work, having carefully investigated the conditions pertaining to the work and having secured all the information necessary to enable us to submit a bona fide tender, and having inspected all the Contract Documents, hereby agree to enter into a Contract and to perform all the work in a good and workmanlike manner in accordance with the Contract Documents to the satisfaction of the Owner for the total tender price of:

Dollars (\$183,738.00)

for the first eighteen (18) months of a 5-year Contract commencing July 1st, 1986 and terminating on June 30th, 1991 and for a total tender price to be determined thereafter in accordance with the annual review of the total tender price using the above-stated total tender price as the basis for calculations.

	<u>Population</u>	<u>Price Per Capita</u>	<u>Total*Cost Per Year</u>
Base tender price for five (5) year contract, once weekly collection to all residential, commercial and industrial properties throughout the five (5) year term (entire Town of Pelham)	11,835*	\$ 10.35 **	<u>\$122,492.25</u>

\* To be adjusted in accordance with Project Specifications  
Part 3.06 E.

\*\* To be adjusted in accordance with Project Specifications  
Part 3.06 A-3.06 D.

FT.02 PROVISIONAL ITEMS

The items listed below are provisional items to be used only with the consent and approval of the Town council. The unit costs provided below are not to be included in the 'Price per Capita' tendered in FT.01.B1.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Rate</u>
A.01	Adjustment rate per load for increase or decrease in travel distance to disposal site due to change of site location per Part 1.04 B of the Project Specifications	km	\$0.26¢
A.02	All inclusive cost to the Town for a special Spring Cleanup collection and haulage to a designated disposal site as covered in Part 2.01 D of the Project Specifications		
	Option A - Centre St. disposal site	Lump Sum	\$4900.00
	Option B - Walker Bros. " "	Lump Sum	\$5400.00

The unit rates quoted above will be considered effective until December 31st, 1987. Commencing in 1988, these rates will be adjusted using the Special Index calculated in Part 3.06 of the Project Specifications.

A.03	Additional cost per capita to be added to the tendered rate if new (1986) equipment is used from the outset of the Contract.	Per Capita	\$ Nil *
*New (1986) equipment only is priced in FT.01B			

FT.03 ADDENDA

- A. We agree that we have received Addenda 1 to 1 inclusive, and the tender price includes the provisions set out in such addenda.

OFFERED ON BEHALF  
OF THE CONTRACTOR

J. W. Sheldrick  
Signature

\_\_\_\_\_  
Signature

J. W. SHELDRIK SANITATION LTD.  
Company Name

P. O. Box 142, London Road  
Address  
SMITHVILLE, ONTARIO LOR 2A0

Contractor's Seal

[Signature]  
Witness

April 30th, 1986  
Date



AGREEMENT

This Agreement made in triplicate this 27<sup>TH</sup> day of JULY 1986, between  
J. W. Sheldrick Sanitation Ltd. hereinafter called "The Contractor",

AND

Corporation of the Town of Pelham hereinafter called "The Owner".

WITNESSETH, that the Contractor agrees with the Owner to perform all the Work in accordance with the Contract Documents referred to in the tender of the Contractor dated the 30<sup>th</sup> day of April, 1986, (which shall be deemed to form part of this Contract) to the satisfaction of the Engineer for the total contract price of \$183,738.00 which Contract Documents are attached hereto and which are hereby expressly made part of this Contract.

The Owner hereby agrees with the Contractor, that in consideration of the Work being performed by the Contractor as specified, the Owner shall pay the Contractor for said Work in accordance with the prices set out in the Form of Tender attached hereto, and in accordance with the provisions set out in the attached Contract Documents.

Time shall be deemed the essence of this Contract.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

SIGNED, SEALED AND DELIVERED  
in the presence of:

OWNER

Corporation of the Town of Pelham

Name

Signed

E. G. BERGENSTEIN - MAYOR

Name and Title

Signed

MURRAY HACKETT - CLERK

Name and Title

Witness

Name and Title

CONTRACTOR

J. W. Sheldrick Sanitation Ltd.

Name

Signed

PRESIDENT

Name and Title

Signed

Name and Title

Witness

Name and Title

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for proof of authority to execute this document, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the Corporation or Partnership, parties to this Agreement, should be attached.



**CHATEAU**  
INSURANCE COMPANY

HEAD OFFICE - TORONTO, CANADA

Bid Date: APRIL 30, 1986

No.: BH 5304-4-1

### SURETY'S AGREEMENT TO BOND

J.W. SHELDRIK SANITATION LTD.

, (hereinafter called the Contractor),

Proposes Bidding to THE CORPORATION OF THE TOWN OF  
PELHAM

(hereinafter called the Owner),

In consideration of the Owner accepting the tender and executing an Agreement with the Contractor for  
COLLECTION AND DISPOSAL OF GARBAGE AND ASHES AND ASHES AND OTHER REFUSE  
TOWN OF PELHAM

the Chateau Insurance Company as Surety, agrees to execute a Performance Bond in favour of the Owner  
for ONE HUNDRED PERCENT

( 100% ) per cent of the contract price, conditioned for the performance of the work described  
herein and the contract between the Contractor and Owner

The Surety, also agrees to execute a Labour and Material Payment Bond for

( - ) per cent of the contract price, with respect to the above mentioned project.

Provided however, that the Surety's Obligation shall expire Sixty (60) days from the date of this  
Agreement to Bond and no action shall be taken against the Surety after the Sixty (60)  
days have expired.

Signed, sealed and dated this 23rd

day of APRIL

19 86

CHATEAU INSURANCE COMPANY

SURETY

D.E. KUBBINGA

ATTORNEY IN FACT

No. ....

\$ .....

KNOW ALL MEN BY THESE PRESENTS THAT .....

.....as Principal,  
hereinafter called the Principal, and .....

a corporation created and existing under the laws of .....

and duly authorized to transact the business of Suretyship in .....

as Surety, hereinafter called the Surety, are held and firmly bound unto .....

..... as Oblige,

hereinafter called the Oblige, in the amount of .....

..... Dollars (\$ ..... )

lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with the Oblige, dated the .....

day of ..... 19 ....., for .....

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.....

In accordance with the Specifications and Drawings submitted therefor which contract, Specifications and Drawings, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform the Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Oblige to be, in default under the Contract, the Oblige having performed the Oblige's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) complete the Contract in accordance with its terms and conditions or

(2) obtain a bid or bids for submission to the Oblige for completing the Contract in accordance with its terms and conditions, and upon determination by the Oblige and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Oblige and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by the Oblige to the Principal under the Contract, less the amount properly paid by the Oblige to the Principal.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Oblige named herein, or the heirs, executors, administrators or successors of the Oblige.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond this .....

day of ..... 19 .....

SIGNED and SEALED

In the presence of:

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**CHATEAU**  
INSURANCE COMPANY

HEAD OFFICE - TORONTO, CANADA

BID BOND  
(C.C.A. Form)

Bond No. BH 5304-6-1

Amount: \$ 10,000.

KNOW ALL MEN BY THESE PRESENTS THAT

J.W. SHELDRIK SANITATION LTD.

as Principal

hereinafter called the Principal, and Chateau Insurance Company

a corporation created and existing under the laws of Canada and duly authorized to transact the business of

Suretyship in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto

THE CORPORATION OF THE TOWN OF PELHAM

as Oblige

hereinafter called the Oblige, in the amount of TEN THOUSAND

00/100 Dollars

(\$ 10,000.00 ) lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a written tender to the Oblige, dated the 30th day of APRIL 1986, for

COLLECTION AND DISPOSAL OF GARBAGE AND ASHES AND OTHER REFUSE - TOWN OF PELHAM

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall have the tender accepted within sixty (60) days from the closing date of tender and the said Principal will, within the time required, enter into a formal contract and give the specified security to secure the performance of the terms and conditions of the Contract, then this obligation shall be null and void; otherwise the Principal and the Surety will pay unto the Oblige the difference in money between the amount of the bid of the said Principal and the amount for which the Oblige legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and the Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of six months from the date of this Bond.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond this 23rd day of APRIL 1986

SIGNED and SEALED  
In the presence of

J.W. SHELDRIK SANITATION LTD.

*Eugene D. Hillas*

*J.W. Sheldrick* (Seal)  
Principal

CHATEAU INSURANCE COMPANY

*D.E. Kubbinga* (Seal)  
Attorney-in-fact

D.E. KUBBINGA

LIST OF SUB-CONTRACTORS

SUB-TRADE	NAME OF SUB-CONTRACTOR	ADDRESS OF SUB-CONTRACTOR	VALUE OF SUB-CONTRACT
	"BY OWN FORCES"		
<p><b>Note to Tenderer</b> - Refer to Articles 3 of the General Conditions and TI.08 of Tendering Information. - Names and addresses must be filled in and submitted with the tender. If a sub-contractor is not to be used for any work listed then show "by own forces."</p>			

Proctor & Redfern Limited  
Consulting Engineers  
December, 1985

Note to Engineer - List the Sub-trades. Do not leave listing to the Tenderer.

## J. W. SHELDRIK SANITATION LTD.

BOX 142, SMITHVILLE, ONT. L0R 2A0

YEAR COMPLETED	DESCRIPTION OF CONTRACT	FOR WHOM WORK PERFORMED	NAME OF CONSULTANT ENGINEER	VALUE
1971	Municipal & Private	Township of West Lincoln		\$ 4,377
1972	Municipal & Private	Township of West Lincoln		9,394
1973	Municipal & Private	Township of West Lincoln		16,522
1973	Tendered & Private	Town of Grimsby	Ian Neville	37,895 (6 mos.)
1974	Municipal & Private	Township of West Lincoln		20,330
1974	Tendered & Private	Town of Grimsby	Ian Neville	78,635
1975	Municipal & Private	Township of West Lincoln		24,098
1975	Tendered & Private	Town of Grimsby	Ian Neville	84,168
1976	Municipal & Private	Township of West Lincoln		27,721
1976	Tendered & Private	Town of Grimsby	Ian Neville	88,184
1976	Sub-Contracted	Town of Lincoln	Proctor & Redfern	5,600
1977	Municipal & Private	Township of West Lincoln		27,954
1977	Tendered & Private	Town of Grimsby	Ian Neville	86,583
1977	Tendered & Private	Town of Lincoln	Proctor & Redfern	66,212
1978	Municipal & Private	Township of West Lincoln		32,292
1978	Tendered & Private	Town of Grimsby	Ian Neville	102,633
1978	Tendered & Private	Town of Lincoln	Proctor & Redfern	73,255
1979	Municipal & Private	Township of West Lincoln		36,800
1979	Tendered & Private	Town of Grimsby	Ian Neville	110,997
1979	Tendered & Private	Town of Lincoln	Proctor & Redfern	79,595
1980	Municipal & Private	Township of West Lincoln		35,650
1980	Tendered & Private	Town of Grimsby	Ian Neville	123,499
1980	Tendered & Private	Town of Lincoln	Proctor & Redfern	85,269
1981	Municipal & Private	Township of West Lincoln		66,206
1981	Tendered & Private	Town of Grimsby	Ian Neville	131,737
1981	Tendered & Private	Town of Lincoln	Proctor & Redfern	99,348
1982	Municipal & Private	Township of West Lincoln		95,322
1982	Private Commercial	Town of Grimsby		9,184
1982	Tendered & Private	Town of Lincoln	Proctor & Redfern	102,578
1983	Municipal & Private	Township of West Lincoln		101,754
1983	Private & Commercial	Town of Grimsby		9,731
1983	Tendered & Private	Town of Lincoln	Proctor & Redfern	114,423
1984	Tendered & Private	Township of West Lincoln		109,001
1984	Private & Commercial	Town of Grimsby		11,145
1984	Tendered & Private	Town of Lincoln	Proctor & Redfern	120,477
1985	Tendered & Private	Township of West Lincoln		116,179
1985	Tendered & Private	Town of Grimsby	Ian Neville	154,411
1985	Tendered & Private	Town of Lincoln	Proctor & Redfern	129,603
TOTAL				\$ 2,628,761.

TENDERER'S SENIOR STAFF

NAME	APPOINTMENT	QUALIFICATIONS AND EXPERIENCE
<b>Office</b>		
PRESIDENT & GENERAL MANAGER	JOHN W. SHELDRIK	Life long transport business operator with over 45 years general experience including 15 years in municipal and commercial garbage collection.
SECRETARY-TREASURER & OFFICE MANAGER	STANLEY J. SHELDRAKE	Over 30 years experience in trucking including 15 years in the garbage collection business.
<b>Field</b>		
VICE-PRESIDENT ROUTES AND MAINTENANCE MANAGER	JAMES W. SHELDRAKE	Over 20 years experience in the trucking business including 10 years in garbage collection.
ROUTE FOREMAN AND MAINTENANCE SUPERVISOR	EUGENE D. HELKAA	Employed here since 1967 with over 15 years experience in garbage collection

Proctor & Redfern Limited  
Consulting Engineers  
December, 1985

## TENDERER'S PLANT

The Tenderer shall list the plant, machinery and equipment he proposes to use on the work.

### PLANT OWNED:

FOUR ACRE YARD AT SMITHVILLE INDUSTRIAL PARK, CORNER OF LONDON & THOMPSON ROADS.

OFFICE BUILDING	-	-	36 feet by 24 feet
GARAGE & SERVICE BUILDING "A"			72 feet by 40 feet
GARAGE & SERVICE BUILDING "B"			100 feet by 54 feet

### PLANT TO BE RENTED OR LEASED:

### PLANT TO BE PURCHASED:

#### EQUIPMENT:

TWO(2) NEW, 1986 INTERNATIONAL MODEL 1900 TRUCKS  
WITH HEIL 4000, 20 CUBIC YARD, REAR LOADING LOAD-PACKERS.

ONE (1) SIMILAR UNIT AS ABOVE BUT NOT NECESSARILY NEW,  
FOR A SPARE UNIT.

OPERATION: TWO MEN PER UNIT.

Proctor & Redfern Limited  
Consulting Engineers  
December 1985



GENERAL CONDITIONS

GC.01 DEFINITIONS

- A. 'Garbage' shall mean all rejected, abandoned or discarded household waste, either animal or vegetable, wearing apparel, waste paper, broken crockery and glassware, bottles, cans, grass cuttings, garden refuse and other such refuse matter; but shall not include weighty or bulky articles such as stoves, furnaces, bedsprings, furniture, wooden packing boxes, and barrels or anything of a similar nature.
- B. 'Ashes' shall mean the solid residue of any fuel for heating or cooking purposes, and soot or other cleanings from chimneys.
- C. 'Householder' shall mean any owner, occupant, lessee, tenant or other person in charge of any dwelling, hotel, restaurant, apartment house, office building, public institution or other premises.
- D. 'Dwelling' shall mean any building or place of abode other than a hotel, or restaurant.
- E. 'Apartment House' means a building or part thereof consisting of five or more dwelling units.
- F. 'Street' shall mean any public road, street lane, alley, square, place, thoroughfare or way within the limits of the Town of Pelham.
- G. 'Engineer' shall mean the person or persons for the time being filling the office of Town Engineer for the Corporation, or his properly appointed representative.
- H. 'Corporation' or 'Town' or 'Owner' or 'Municipality' means the Corporation of the Town of Pelham.
- I. 'Municipal Representative' means the employee of the Corporation so designated from time to time as responsible for the administration of the garbage contract.
- J. 'Non-collectable waste' shall mean any waste or matter other than garbage or ashes and shall include the following:
  - i). Manufacturers' waste.
  - ii). Celluloid cuttings, moving picture film, oil soaked or gasoline soaked rags and any explosive or highly combustible materials of any nature whatsoever.
  - iii). Broken plaster, lumber or other waste or residue resulting from the construction, alteration, repair, demolition or removal of any building or structure.
  - iv). Sawdust and/or shavings.
  - v). Swill or other organic matter not properly drained or wrapped.
  - vi). Liquid waste.
  - vii). Bandages, poultices, dressings and other such waste.
  - viii). Night soil.
  - ix). Carcass of any animal.
  - x). Live animals or birds.
  - xi). Furniture
  - xii). Stock of any wholesaler which shall be regarded as manufacturer's waste.

xiii). Any material which has become frozen to the receptacle and cannot be removed by shaking.

xiv). Discarded truck and automobile tires.

K. 'Contract' means the agreement to do the work entered into with the Owner and includes bonds or security, the specifications, the general conditions, the tender and other documents referred to or connected with the said agreement.

L. 'Contractor' or a pronoun in place thereof, means the person or persons who have undertaken to carry out this Contract.

M. 'Work', 'work', or 'WORK' means labour, materials and other things required to be done, that are shown, described or implied in the Contract Documents, and includes extra and additional Work that may be ordered by the Owner.

N. 'Statistics Canada' means the Prices Division of Statistics Canada, Ottawa, Canada.

#### GC.02 DOCUMENTS

A. The Contract Documents shall be signed and sealed, in triplicate, by the Owner and the Contractor.

B. The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intention of the Documents is to include plant, labour, and materials (except as specifically excepted) necessary for the complete and proper execution of the Work.

C. Drawings and Specifications shall be read and interpreted together. Work not specifically described, but obviously necessary for the satisfactory completion of the Work for the purpose intended shall be supplied and performed by the Contractor as though it had been described and shown in the Drawings and Specifications.

D. Reference to published standard specifications shall be to the edition at the time of the signing of the Contract Documents.

#### GC.03 SUBLETTING

A. The Contractor shall keep the work under his personal control, and shall not assign, transfer or sublet any portion without first obtaining the consent of the Corporation expressed by By-Law. The consent of the Corporation of any such assignment, transfer or subletting, shall not, however, relieve the Contractor of any responsibility for the proper commencement, execution and completion of the work according to the terms of the Contract; and the Contractor shall, either in person or through an accredited agent, receive all notices, communications, orders, instructions or legal services, as if he were performing the work with his own plant and his own men.

#### GC.04 NOTICES

A. Any notice or communication to the Contractor shall be deemed to be legally well and sufficiently given and served, if:

- i). handed to the Contractor or his authorized representative, or
- ii). posted or sent to the address given in the Tender, or
- iii). posted or sent to the Contractor's domicile or usual place of business, or
- iv). posted or sent to the place where the Work is, or is to be, carried on, or
- v). posted to or left at his last known address.

GC.05 STATUTES

- A. In matters affecting the performance of the Work, the Contractor shall comply with relevant statutes, by-laws and ordinances of Federal and Provincial Governments and of Municipal Corporations. The Contractor shall also comply with relevant regulations made under such statutes, by-laws and ordinances.
- B. Unless otherwise specified, the Contractor shall pay fees, procure licenses and certificates, deposit Contract Documents and give notices required by the foregoing statutes, by-laws, ordinances and regulations.

GC.06 PROSECUTION OF THE WORK

- A. The Contractor shall complete the Work in accordance with a schedule set down in cooperation with the Owner at the time of the award of the Contract. Amendments to this schedule may be made by the Owner, on application by the Contractor.
- B. Should the Owner be of the opinion that the quantity or quality of labour or plant supplied by the Contractor is not sufficient, or that the methods being employed are not such as will ensure that the work will be completed within the specified time, the Contractor shall forthwith improve the quality and increase the number of men employed, shall make revisions to the plant, and shall employ Work methods satisfactory to the Owner.

GC.07 OPERATIONAL RISK

- A. Damage, loss, expense and delay incurred or experienced by the Contractor in the prosecution of the Work, by reason of unanticipated difficulties, bad weather, strikes, wars, acts of God, or other mischances, shall be borne by the Contractor and shall not be the subject of a claim for additional compensation.

GC.08 THE ENGINEER

- A. The Engineer will make such decisions as are necessary with respect to:
  - i). Discrepancies in the Contract Documents, or
  - ii). Differences of opinion or misunderstanding that may arise as to the meaning of the Contract, or
  - iii). Omissions or misstatements in the Contract Documents, or
  - iv). Quality, dimensions and sufficiency of plant, materials, or Work, or
  - v). The due and proper execution of the Work in consultation with the Works Superintendent, or
  - vi). The measurement, quantity or valuation of the work, including additional Work and deductions, or
  - vii). Other questions or matters arising out of the Contract.

GC.09 ARBITRATION OF DISPUTES

- A. In the event of a dispute as to whether the Contractor has refused or omitted to perform any obligation hereunder or has made or caused to be made any breach of this agreement, then before the Owner shall be at the liberty to cancel this agreement or any part thereof, an arbitrator shall be appointed who shall investigate the alleged refusal or omission to perform or alleged breach of this agreement and shall determine whether or not there has been a refusal or omission to perform or breach of the agreement and whether or not the same is sufficiently substantial as to justify the cancellation by the Owner of this agreement or any part thereof.

The decision of the Arbitrator shall be final, binding upon and accepted by both Parties hereto without right of appeal to any court.

The cost of arbitration shall be apportioned against the Parties hereto or against any one of them as the Arbitrator may decide.

The Arbitrator shall be in succession either

- i). The acting Senior County Judge of the Judicial District of Niagara South, or
- ii). The appointee of the acting Senior County Court Judge of the Judicial District of Niagara South.

Pending the outcome of the arbitration, the Owner may take such steps as may be deemed necessary and advisable and in his sole discretion to ensure the continuation of the garbage collection services according to the specifications set out herein.

If the provisions of this paragraph are inconsistent with any other covenant contained in this agreement, the provisions of this paragraph shall govern.

GC.10 HEIRS AND ASSIGNS

- A. The provisions of the agreement shall enure to the benefit of and be binding upon the Parties hereto, their successors and assigns.

GC.11 CONTRACTOR'S LIABILITY

- A. The Contractor shall assume the defense of and indemnify and save harmless, the Corporation and its officers and agents from all claims relating to labour, materials and equipment furnished for the work, and to inventions, patents or patent rights used in doing the work.

The Contractor shall be responsible for any and all damages, or claims for damages, or injuries, or accidents done to, or caused by him, or his employees, or relating from the prosecution of the works, or any of his operations, or caused by reason of the existence or location, or condition of any materials, plant or machinery, used thereon or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do, or perform, any or all of the several acts, or things required to be done by him, or them, under and by these conditions and covenants, and agree to hold the Corporation harmless and indemnified for all such damages and claims for damages.

GC.12 LIABILITY INSURANCE

The Contractor shall insure and maintain insurance against liability for bodily injury and property damage that may arise with respect to the Work being performed under the Contract. Such insurance shall:

- A. Be in the joint names of the Owner, the Contractor, the Subcontractors and the Engineer, and
- B. Include coverage for:
  - i). Contractual liability, and
  - ii). Cross liability, and
  - iii). Contingent Employer's liability, and
  - iv). Completed Operations liability, and
  - v). Non-owned automobile liability, and

- C. Have an inclusive limit at least equal to \$1,000,000 unless otherwise specified, and
- D. Remain in force for the duration of the Contract.

GC.13 AUTOMOBILE INSURANCE

The Contractor shall insure and maintain insurance against liability for bodily injury and property damage caused by automobiles owned by the Contractor and used on the Work. Such insurance shall have an inclusive limit at least equal to \$1,000,000. An automobile shall be as defined in the Highway Traffic Act.

GC.14 WORKER'S COMPENSATION

The Contractor shall pay such assessments as will protect him and the Owner from claims under the Worker's Compensation Act.

The Contractor shall deposit certificates with the Owner indicating that the Contractor has paid assessments under the Worker's Compensation Act. Such certificates shall be deposited:

- i). At the time of award of the Contract, and
- ii). at intervals of six months during the course of the Contract, and
- iii). before the final payment of the Contract.

GC.15 INSURANCE POLICIES AND CERTIFICATES

- A. When the successful Tenderer is notified that his Tender has been accepted, he shall deposit with the Owner
  - i). Copies of liability and automobile insurance policies indicating compliance with Clauses GC.12 and GC.13.
- B. Insurance policies shall stay in force and not be amended, cancelled or allowed to lapse without thirty (30) days' prior notice.

GC.16 INSURANCE CLAIMS

- A. Claims or alleged claims received by the Contractor shall be dealt with immediately by the Contractor. If a claim is settled to the satisfaction of the claimant, the Contractor shall submit to the Engineer a copy of the claimant's release.
- B. If a claim or alleged claim is rejected by the Contractor and/or his insurance company, the Contractor shall report this fact in writing to the Engineer.
- C. Should 30 days elapse after the claim or alleged claim has been received by the Contractor, and the Contractor is not able to report settlement or rejection of the claim, he shall report to the Owner the steps being taken with respect to the claim.

GC.17 HOURS OF WORK

The Owner may prohibit the Contractor from carrying on operations during hours of the day in which the Owner, in his judgement, deems such operations to be a disturbance or nuisance to the public.

Such prohibition may be made notwithstanding prior consent, order, agreement or requirement in the Contract that stipulates maximum or minimum hours of Work.

GC.18 PERFORMANCE BOND

- A. The Contractor, together with a Surety Company approved by the Owner and authorized by law to carry on business in the Province in which the Work is to be performed, shall furnish a Performance Bond to the Owner in the form attached in the amount of 100% of the Contract price. The Bond shall unconditionally guarantee the performance of the Contract, shall be at the expense of the Contractor, and shall be renewed on January 2 of each year of the life of the Contract.

GC.19 PAYMENTS

- A. The Contractor is entitled to receive monthly payments at the rate of 100% of the stipulated monthly payment, less all stipulated forfeiture and deductions.

All payments to the Contractor shall be made out of funds under the control of the Town, in its public capacity, and no member of Town Council, or officer of the Town, is, or is to be held, personally liable to the Contractor under any circumstances whatsoever.

Before making any payment for the work to be performed hereunder, the Corporation may require the Contractor to satisfy the Corporation that all claims against the Contractor for labour, materials, or things hired, or supplied upon or for the work, have been paid or satisfied, or if any such claims are found to exist, may pay such sum and the Contractor shall repay the same within two days, or the Corporation may, at his option, withhold from the payment due sufficient amounts to satisfy the same.

GC.20 MONEYS DUE CORPORATION

- A. All moneys payable to the Corporation by the Contractor under any stipulation herein, or to the Worker's Compensation Board, as provided hereunder, may be retained out of any moneys then due or which may become due from the said Corporation to the said Contractor under this or any other Contract with the Corporation, or otherwise howsoever, or may be recovered from the Contractor or his surety, in any court of competent jurisdiction, as a debt due to the Corporation; and the Owner shall have full power to withhold any progress payment if circumstances arise which may indicate to them the advisability of so doing, though the sum to be retained may be unascertained.

GC.21 LIENS

- A. The parties hereto and their surety themselves, their executors, administrators, successors and assigns and any and all other parties in any way concerned, shall fully indemnify the Corporation and all its officers, servants and employees from any and all liability or expenses by way of legal costs or otherwise in respect to any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Construction Lien Act or to any attachment for debt, garnishees process or otherwise. The Corporation shall not in any case be liable to any greater extent than the amount owing by it to the Contractor, his executors, administrators, successors and assigns.

GC.22 DISCHARGE OF EMPLOYEE

- A. Should any overseer, mechanic, driver or workman employed on or about the work or in connection therewith, give any just cause for complaint (of which the Owner shall be the sole judge), the Owner shall notify the Contractor in writing, stating the reasons therefor, and the Contractor shall dismiss such person forthwith, and he shall not again be employed by the Contractor on any Corporation work without the consent, in writing, of the Owner.

GC.23 TERMINATION OF CONTRACT

- A. The Owner may terminate the employment of the Contractor if sufficient cause exists to justify such action. Such termination of employment may be made:
- i). if the contractor should be adjudged as bankrupt, or
  - ii). if he should make a general assignment for the benefit of his creditors, or
  - iii). if a receiver should be appointed on account of his insolvency, or
  - iv). if he should take the benefit of any Act relating to the insolvent debtors, or
  - v). if a winding up order be made against the Contractor, or
  - vi). if he should refuse or fail to supply enough plant, properly skilled labour or proper materials after having received seven (7) days' notice in writing from the Owner so to do, or
  - vii). if he should fail to make prompt payment to Subcontractors and suppliers, or
  - viii). if he should persistently disregard laws, ordinances or the instructions of the Owner, or
  - ix). if he should otherwise be guilty of a substantial violation of the provisions of the Contract.
- B. Should the Owner terminate the employment of the Contractor, as provided in subsection A above, he shall give the Contractor seven (7) days' written notice of such termination of employment.
- C. Should the Owner terminate the employment of the Contractor, as provided in subsection 'A' above, he may take possession of the premises and all materials and plant on the premises, and may finish the work by any method he may deem expedient, but without undue delay or expense. In such case, the Contractor shall not receive any further payment until the work is complete.
- D. If the unpaid balance of the Contract Price exceeds the expense of finishing the work (including compensation to the Owner for his additional services), such excess shall be paid to the Contractor. If such expense exceeds the unpaid balance, the Contractor shall pay the difference to the Owner. The additional expense incurred by the Owner due to the Contractor's default shall be certified.

GC.24 OTHER RIGHTS

- A. The Contractor, his agents and all workmen and persons employed by him or under his control shall use due care that no person is injured and that no property is damaged in the prosecution of the work and the Contractor shall be solely responsible for all damages to person or property including theft, whether the property is owned by the Corporation or any of its employees.

GC.25 BRIBERY

- A. Should the Contractor, or any of his agents give, or offer any gratuity to, or attempt to bribe, any member of the Corporation, Council, officer or servant of the Corporation, the Corporation shall be at liberty to cancel the Contract forthwith, or to direct the Owner to take the whole or any part of the works out of the hands of the Contractor, under the same provisions as those specified in Section GC.23 herein.

## PROJECT SPECIFICATIONS

### PART 1 GENERAL

#### PART 1.01 Scope of Work

- A. This Contract is for the provision of all labour and equipment necessary for the collection and haulage to the designated disposal site of all household refuse, household trash if approved by Town Council, and trade waste put out for collection in accordance with By-Law 1057 (1986) of the Town of Pelham.

#### PART 1.02 Duration of Contract

- A. The obligations under this Contract shall bind the parties for a period of five (5) years commencing on July 1st, 1986 and terminating on June 30th, 1991.

#### PART 1.03 Frequency and Times of Collection

- A. Collection shall be made once a week per dwelling or place of business on Wednesdays and Thursdays between the hours of 8:00 a.m. and 5:00 p.m. Exceptions to collection hours shall be effected only upon the mutual agreement of the Municipal Representative and the contractor, or when the contractor reasonably determines that an exception is necessary in order to complete the collection on an existing collection route due to unusual circumstances.
- B. No collections shall be made on the following holidays:
- |               |                  |
|---------------|------------------|
| New Years Day | Civic Holiday    |
| Good Friday   | Labour Day       |
| Easter Monday | Thanksgiving Day |
| Victoria Day  |                  |
| Dominion Day  | Christmas Day    |
| Boxing Day    | Sundays          |
- C. When a regular collection day falls on a designated holiday, the collection shall be made one (1) day late for the remainder of the week, but in no case shall the change in schedule result in a collection not being made for a period greater than eight (8) days. When a holiday falls on a regular collection day, it may be necessary for the contractor to work on Saturday to complete the collection during that week.
- D. The Contractor shall, within four (4) weeks of award of tender, submit to the Owner for approval, a complete list of daily routes for collection to cover a normal week's operation showing the number of men and vehicles per route for the entire Town. The implementation of and any subsequent changes to a collection schedule shall be approved by the Town before the same becomes effective.
- E. The Contractor shall advertise the approved schedule noted in Part 2.03 D and any changes to that schedule at any time during the life of the Contract, in the local newspapers (ie. Fonthill Herald, Welland Tribune and St. Catharines Standard). The advertisements shall appear in each daily newspaper two consecutive days immediately prior to the date of the proposed change (holiday) and in the Fonthill Herald in the issue immediately prior to the date of the proposed change (holiday). The Contractor shall send the advertisement to the Town of Pelham municipal offices as well.



#### Part 1.04 Location of Disposal Site

- A. All household refuse, household trash if directed by Town Council, and trade waste shall be hauled by the contractor to the joint sanitary landfill site (currently Park Road site in Grimsby) or any other disposal site designated by the Town.
- B. Should another site be designated as disposal grounds and the new haulage distance is increased or decreased by less than five kilometers return, the contractor will receive only the tendered price, without any compensation from the Town due to the change.

If the new haulage distance is increased or decreased by five kilometers or more return, payment to the contractor will be increased or decreased at the rate tendered by the Contractor for the additional or reduced kilometers per load. Any change in haulage distance will be based on the difference in distance from the geographic centre of each day's collection area to the new disposal site as opposed to the distance to the former site. This difference in kilometers travelled per day will be multiplied by the number of loads which enter the dump per day from this contract and then multiplied by the unit rate per kilometer which is noted above.

- C. The contractor will submit to the Municipal Representative each morning a list of the truck numbers working on the contract. This list will be relayed to the checker at the refuse disposal site, and only those trucks on the list will be permitted free entry. The contractor will immediately supply, to the Municipal Representative the numbers of alternate trucks should any breakdown occur during the day, otherwise the contractor will be charged entrance fees for those trucks not listed for that days operation.

In the case of additional hired equipment used during peak periods of trash collection, the contractor must provide names and licence numbers of these trucks each day and any subsequent changes throughout the day in order to receive the benefit of free entry at the disposal site. The contractor shall be required to conform to any alternative system of tickets or numbering etc. which may become necessary to provide an adequate level of accounting at the landfill site.

- D. The current operating schedule for the Park Road landfill site is as follows:

Summer (May 1 - October 31)	Tues.-Fri.	8:00 a.m. - 6:00 p.m.
	Sat.	8:00 a.m. - 4:00 p.m.
Winter (November 1 - April 30)	Tues.-Fri.	8:00 a.m. - 5:00 p.m.
	Sat.	8:00 a.m. - 4:00 p.m.

#### Part 1.05 Collection in Accordance with Municipal By-Laws

- A. The contractor will be required to collect the household refuse, household trash and trade waste in accordance with the by-law and transport the items collected directly to the designated disposal site. The loaders shall return the returnable containers and covers properly to the location from where they were picked up, immediately upon depositing their contents into the collection truck.

All Federal, Provincial and local laws and regulations now or hereafter enacted shall become a part of the contract and be complied with in the performance of all portions of the work.

### PART 2 EQUIPMENT

#### Part 2.01 Supply of Equipment

- A. The Contractor will be required to supply the necessary number of refuse collection units, with drivers and loaders, sufficient to collect and haul to the disposal site all household refuse, household trash, and trade waste placed out

for collection within the Town limits in accordance with the By-Law governing the collection and disposal of household refuse, household trash, and trade waste, and for the dumping of the items collected at the designated disposal site, which is not required to be maintained by the contractor.

- B. All equipment to be utilized on this contract shall be no older than two model years as at the date of commencement of this contract. At no other time during the life of the Contract will any equipment be older than five model years.
- C. The Contractor will determine the original number of units required to perform the collection within the time period prescribed, but the Municipal Representative will have the right to instruct the contractor, at any time after the beginning of the contractor's operations, to increase the number of units to ensure adequate performance. In any event, the Contractor shall provide a minimum of four (4) packer-type units each with a capacity of not less than twenty (20) cubic yards to ensure adequate performance during regular collection. Tenders will not be entertained on any lesser number of units. The contractor must keep within the Regional Municipality of Niagara a minimum of one (1) spare packer unit. The Contractor will be required to supply whatever additional collection units are required to adequately handle any additional collections required under this Contract.
- D. This contract may, with the approval of the Town Council, include a spring household trash collection, and it will be the contractor's responsibility to provide on the regular collection days, sufficient properly equipped trucks to pick up any household trash which has been out for collection. Payment for this special collection will be addition to the normal rate and as tendered in FT.02 (Form of Tender).

#### Part 2.02 Maintenance of Equipment

- A. The Contractor will be responsible for maintenance, repairs and all other operating costs of the equipment supplied and including fuel, licensing, insurance, washing, storage, etc.
- B. The refuse collection units are to be properly constructed and maintained to eliminate the depositing of crushed debris and water onto the streets during the operation of the contract. It is the contractor's responsibility to immediately clean up any debris which falls from the truck onto the street.
- C. All equipment supplied by the contractor must be kept clean at all times, to the satisfaction of the Municipal Representative. All equipment shall be washed once per week. The equipment shall be painted on a regular basis as required. Frequency of painting to be such that a desirable appearance is maintained to the satisfaction of the Municipal Representative.

#### Part 2.03 Advertising and Information on Trucks

- A. No advertising may be carried on the units except that the name of the contractor shall be affixed upon all units and each unit shall be numbered consecutively. The colour of the lettering on each unit will be subject to approval by the Municipal Representative. The Contractor will be required to stencil a numbering system on the equipment, to accommodate the necessary accounting system for loads entering the disposal site. The size, location, and colouring of the stenciled numbers will be subject to the approval of the Municipal Representative.
- B. All vehicles used on this contract shall be painted white.

#### Part 2.04 Department of Employees

- A. The Contractor shall ensure that all employees are properly attired with neat and clean, workwear at all times while on duty. The contractor shall be responsible to provide all necessary facilities for employees such that a high degree of cleanliness can be maintained.

- B. Employees shall at all times behave in a polite, courteous and respectful manner towards the public. Any employee contravening this section or soliciting or accepting any gratuity for work done under this contract shall not be permitted to continue work on this contract.

### PART 3 EXECUTION

#### Part 3.01 Location of Refuse and Trash for Collection

- A. All items to be collected in accordance with this contract shall be put out at one (1) location, at ground level as close as possible to the property owner's side of the sidewalk, so as not to impede or obstruct pedestrian or vehicular traffic or maintenance operations.
- B. Where any commercial establishment, school, apartment building, group housing project or government building provides a properly designed, constructed and maintained road system whereby the contractor can safely drive onto the property to an exterior ground level refuse storage area located on or at the edge of the road system, turn around and return to the public highway, the Contractor will be required to provide this service if so directed by the Municipal Representative.
- C. Where for any reason collection cannot be made from the locations specified in this section, items to be collected pursuant to this contract shall be placed at locations designated by the Municipal Representative.

When construction work is being performed on the road allowance, all items to be collected in accordance with this contract shall be placed as close as practicable to an access point for the collection unit.

- D. The contractor may decline to collect any items which have not been placed out in accordance with the By-Law.

#### Part 3.02 Limitation on Number of Items Placed Out for Collection

- A. The containers, bundles of throw-away type cartons as described in the By-Law which are put out for collection from each single family dwelling or from each dwelling unit in other than a single family dwelling, shall be limited to a maximum of six (6) at each collection.
- B. All other premises shall be restricted to a maximum of nine (9) receptacles at each collection.

#### Part 3.03 Supervision of Operation by Contractor

- A. The Contractor shall provide adequate staff and communication facilities in order to maintain continuous communication with the Town for the purpose of handling complaints and enquiries.
- B. The Contractor shall provide all supervisory staff required for the operation of this collection contract.
- C. The Contractor shall maintain an office within the Regional Municipality of Niagara. The office shall be staffed during all working hours, in order to receive complaints from the public, and/or instructions from the Municipal Representative or delegate. All calls to this office from within the Town of Pelham shall be local calls, ie. no charge to the caller.

Part 3.04 Work to be Performed to the Satisfaction of the Municipal Representative

- A. All work performed under this contract will be supervised by and must be performed to the satisfaction of the Municipal Representative, who shall be the sole arbiter in any dispute regarding the interpretation of the contract between the Municipality, the property owners and the contractor, and the Municipal Representative's decision shall be final and binding. Where in the opinion of the Municipal Representative, the contractor has been in default of any portion of the contract or by-law, Municipal Representative may request the contractor to take immediate action to rectify the situation on the regular collection day on which the problem occurred.

Part 3.05 Method of Payment

- A. Payment for the work done under this Contract will be made in monthly installments, not in advance, of 1/12th of the total per annum bid price.
- B. The 'Total Tender' price quoted in the Form of Tender shall be reviewed on January 1st of each year of the contract commencing in 1988 to reflect the change in the cost of doing business in this type of work and to be calculated as detailed in Part 3.06 E.
- C. The 'Total Tender' price quoted in the Form of Tender shall be based on a 1985 population of 11,835 persons. (Source: Assessment Division, Ontario Ministry of Revenue). The 'Total Tender' price shall be reviewed on January 1st of each year of the contract commencing in 1987 to reflect the changes in the population of the municipality as determined in Part 3.06 B.

Part 3.06 Annual Review of Change in Unit Prices

- A. The 'Price per Capita' shall be adjusted using a Special Index determined using components and respective weights as shown in the following table:

<u>INDEX COMPONENTS</u>	<u>FACTOR WEIGHT</u>
Labour	40%
Equipment	20%
Other Operating Expenses	20%
Overhead (no annual change)	20%

- B. The Special Index shall be compiled on the basis of the annual change in the index components for the month of July. The basic period for the purposes of the Special Index calculation shall be July, 1986 with the initial calculation of the Special Index based on the change from July, 1986 to July, 1987 and becoming effective on January 1st, 1988 as noted in Part 3.05 B.
- C. The Special Index calculation shall be completed in December of the year preceding or as soon as possible in January of the year of adjustment (commencing January, 1988).
- D. The Special Index shall be determined on the basis of the following indexes:

1. Labour Component - average of the ratio of:

- a) Average Hourly Earnings of Hourly-Rated Wage Earners in Manufacturing for the St. Catharines-Niagara area contained in Statistics Canada Catalogue 72-002 entitled; Employment, Earnings, and Hours.

- b) Average Weekly Earnings for Highway and Bridge Maintenance Employees in Ontario - All Wage Earners contained in Statistics Canada Catalogue 72-002 entitled; Employment, Earnings, and Hours.
- c) Actual Hourly Rate for Contractors Employee Truck Driver.
- d) Actual Hourly Rate for Town of Pelham Works Department Truck Driver.

2. Equipment - Capital Component - average of the ratio of:

- a) Price Index for Trucks Over 33,000 pounds contained in Statistics Canada Catalogue 62-011 entitled; Industry Selling Price Indexes.
- b) The Motor Vehicle Parts Index contained in Statistics Canada Catalogue 62-002 entitled; Price and Price Indexes, Table 2 of the Industry Selling Price Indexes.

3. Other Operating Expenses - average of the ratio of:

- a) The local Consumers Price Index for automotive operation modified to exclude new vehicle purchases as prepared by Statistics Canada, Catalogue.
  - b) Industry Selling Price for Diesel Fuel as prepared by Statistics Canada, Catalogue
  - c) Industry Selling Price for Manufacturers of Electrical Industrial Equipment as prepared by Statistics Canada, Catalogue
- E. Since accurate assessment counts may not be available on an annual basis, the population increase in each year of this contract (commencing in 1987) will be assumed to be 1.5%. The actual population figures will be utilized in those years when available and may result in an increase or decrease from the population calculated. This growth rate factor shall be subject to change throughout the life of the contract by mutual agreement of both parties.

Part 3.07 Certification

- A. The successful tenderer shall be responsible for obtaining a Certificate of Approval for a Waste Management System from the local District Office of the Ministry of the Environment.



THE CORPORATION OF THE  
TOWN OF PELHAM

BY-LAW #1057 (1986)

A by-law to establish a system and provide for the collection of garbage, ashes and other acceptable solid, non-hazardous wastes within the Corporation of the Town of Pelham as defined by Ontario Regulation 309 to the Environmental Protection Act.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF PELHAM ENACTS AS FOLLOWS:

(1) Definitions -

(a) "Corporation, Town, etc." means the Corporation of the Town of Pelham.

(b) "Town Council" means the Council of the Corporation of the Town of Pelham.

(c) "Municipal Representative" means any employee of the Corporation or their authorized subordinates, assistants or representatives designated from time to time by Council as responsible for the administration of the garbage collection contract.

(d) "Contractor, Garbage Collector" means the person or persons awarded a contract (charged with the responsibility) for the collection, transportation, and disposal of garbage, household refuse, household trash, trade waste and recyclable refuse.

(e) "Dwelling or Dwelling Unit" means a suite of rooms occupied or designed to be occupied as an independent and separate housekeeping establishment in which separate kitchen, sleeping and sanitary facilities are provided for the exclusive use of the occupants.

(f) "Ashes" means the residue from the burning of coal, coke, and wood, and which would normally accumulate at a dwelling or place of business and includes soot, or other cleanings from chimneys or outdoor barbecues, but shall not include ashes which accumulate as a result of building construction or demolition.

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(g) "Garbage" means all kitchen and table waste, of animal or vegetable origin, resulting from the preparation or consumption of food in a household, public institution, commercial complex, commercial establishment and industrial establishment.

(h) "Household Refuse" includes ashes, garbage, rubbish, discarded materials, clothing, waste paper, broken crockery and glassware, grass cuttings, garden refuse, brush, leaves and such other articles as would normally accumulate at a dwelling, but shall not include weighty or bulky articles such as stoves, furnaces, bed springs, mattresses, furniture, boxes, barrels, trees and water or fuel tanks.

(i) "Household Trash" includes weighty or bulky articles such as stoves, furnaces, bed springs, mattresses, furniture, boxes, barrels, water and fuel tanks, used Christmas trees and any other discarded materials which would normally accumulate at a dwelling and which are not included in household refuse, but shall not include bodies of automobiles, large parts of automobiles, animal carcasses, boulders in excess of zero point zero three (0.03) cubic metres, trees with the exception of used Christmas trees, tree stumps, or trade waste or any trash accumulated from a place of business or other non-collectible wastes as defined in this by-law.

(j) "Non-Collectible Waste" - The Corporation shall not be required to collect or dispose of the following hazardous or liquid industrial wastes as defined by Ontario Regulation 309, Environmental Protection Act:

(1) explosive, or highly combustible materials such as celluloid cuttings, moving picture films, oil-soaked or gasoline-soaked rags, or any material of a similar nature;

(2) plaster, ashes or other waste residue resulting from building alterations or demolition operations, with the exception of those materials which would normally accumulate at a dwelling;

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- (3) swill, liquid waste, or organic matter which has not been drained and wrapped in accordance with the provisions of this by-law;
- (4) dressing, bandages, or other infected materials from hospitals, surgeries, or offices of physicians, surgeons, dentists or veterinarians;
- (5) hay, straw, manure or night soil;
- (6) faeces of any dog, cat or fowl that is not normally accumulated in a litter box situated in a dwelling;
- (7) carcasses or parts thereof, of any dog, cat, fowl or any other creature with the exception of bonafide kitchen waste;
- (8) transient wastes;
- (9) household refuse, household trash or trade waste which has not been put out for collection in conformity with the provisions of this by-law;
- (10) any other material which may be classed as a "designated substance" pursuant to the Occupational Health & Safety Act, R.S.O., Chapter 321, as amended;
- (11) tires, batteries, automotive parts;
- (12) natural soil, earth, sand, clay, gravel, loam, stones or other similar excavated material;

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(13) sawdust and/or shavings;

(14) any material which has become frozen to the receptacle and cannot be removed by shaking;

(15) dangerous materials or substances, such as poisons, insecticides, herbicides, acids, caustics, infected materials, explosives, radioactive materials, or any other material or substance which may cause environmental problems;

(16) septic tank pumpings, raw sewage sludge and industrial process sludge;

(17) live animals or birds;

(18) furniture;

(19) stock of any wholesaler which shall be regarded as manufacturer's wastes;

(20) large tree limbs and trunks or stumps;

(k) "Place of Business" means any place, other than a household and industrial plant, and includes any hotel, motel, restaurant, shop, store, shopping centre, plaza, service station, commercial or industrial office.

(l) "Public Lane" means any lane accepted by by-law of the Corporation as a public thoroughfare, and which has been adjudged to be of sufficient width and condition for use by vehicles used for the collection of all collectible wastes as defined in this by-law.

(m) "Recycleable Refuse" means waste newspaper, glass bottles or jars and metal cans and any other element of household refuse, household trash or trade waste as determined by Town Council from time to time.

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(n) "Trade Waste" includes ashes, garbage and refuse which would normally accumulate in a shop, factory, store, restaurant, hotel, motel, motor hotel, office building, public building and other place of business, but shall not include weighty or bulky articles such as automobile parts, tires, stoves, furnaces, bed springs, mattresses, furniture, boxes, barrels, trees, earth, stones, water or fuel tanks, waste from demolished buildings or construction projects or recycleable refuse;

(o) "Transient Waste" means any refuse, trash or waste carried into the Town of Pelham from outside its boundaries by any person.

(p) "Householder" means any owner, occupant, lessee, tenant or any other person having use, occupation and/or charge of any dwelling, hotel, restaurant, apartment house, office building, public institution, service station, industrial building, commercial building, store, shopping centre or plaza, or any portion thereof respectively.

(2) Containers or Receptacles

(a) Where containers are required as specified in accordance with this by-law:

(1) every occupant of a dwelling from which household refuse is to be collected

(2) the owner or person in charge of a place of business from which trade waste is to be collected, and

(3) the owner or person in charge of every dwelling in which there is more than one dwelling unit, shall ensure that containers are in good repair and are compatible with the Corporation's or its contractor's operation and equipment.

(b) Bundles shall be compacted and tied to the following specifications:

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(1) the length shall not be more than one point two zero (1.20m) metres.

(2) the diameter shall not be more than zero point six zero (0.60m) metres.

(3) the weight shall not exceed twenty (20kg) kilograms, and

(4) when tied, the cord shall be of sufficient strength to permit the bundle to be lifted by the cord without breaking.

(c) A household-type container shall comply with the following specifications:

(1) the height shall not be more than zero point seven (0.7m) metres.

(2) the diameter shall not be more than zero point four (0.4m) metres.

(3) it shall be constructed of materials which have an equivalent durability to number 28 gauge metal, and

(4) it shall have a water-tight lid and two (2) handles.

(d) Each household-type container when full shall weigh not more than thirty point zero (30kg) kilograms.

(e) A non-returnable plastic bag shall be:

(1) of a capacity of not more than zero point eight (0.8) cubic metres.

(2) composed of material of not less than 1 1/4 mil gauge material capable of carrying twenty (20kg) kilograms of contents without tearing, and

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(3) securely tied when put out for collection.

(f) A throw-away type carton shall be:

(1) of a weight not in excess of twenty-two point zero (22.0kg) kilograms, and

(2) of a size not in excess of zero point four (0.40) cubic metres

so that it can be readily placed in the loading hopper of a packer vehicle.

Water soaked or broken containers will not be collected and must be repackaged or disposed of by the occupant, owner, or person in charge.

(3) Administration

(a) The Corporation shall operate a system for the collection, removal and disposal of household refuse, household trash and trade waste in accordance with the provisions of this by-law.

(b) (1) The Corporation may operate or support the operation of a system for the collection, removal and disposal of recycleable refuse.

(2) If there is no operating system for the collection, removal and disposal of recycleable refuse, then recycleable refuse reverts to household refuse, household trash or trade waste, whichever is applicable, for the purpose of this by-law.

(c) It shall be the duty of the Municipal Representative to administer and enforce the provisions of this by-law.

(d) (1) Household refuse, household trash, trade waste and recycleable refuse shall be collected once in every seven (7) days from each dwelling, building or premises entitled to such service in accordance with the provisions of this by-law, except when a normal collection day falls on a holiday as provided herein.

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(2) No collection shall be made on the following holidays which fall on a normal collection day: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, the day proclaimed as a Civic Holiday by the Mayor of the Town of Pelham, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and Sunday.

(3) When a normal collection day falls on a holiday referred to in subsection (2), the collection shall be made one (1) day late for the remainder of the week, but in no case shall the change in schedule result in a collection not being made for a period greater than eight (8) days or other schedule as approved from time to time by the Municipal Representative.

(4) Collections will normally be made between the hours of 8:00 a.m. and 5:00 p.m., however, the Municipal Representative may designate, from time to time, a variation in hours due to changes in operating periods of the sanitary landfill or disposal site.

(5) Collections from any dwelling shall consist of a total of not more than six (6) receptacles, containers or bundles per collection, which meet the requirements in Sections (2) and (7) of this by-law.

(6) Collection from any premises other than dwellings shall consist of not more than nine (9) receptacles, containers or bundles per collection, which meet the requirements of Sections (2) and (7) of this By-law.

(4) Unauthorized Waste Removal

The Corporation may, at the expense of any householder, occupant, owner or person in charge of any building, or in the exercise of any of its legal or statutory powers, or in the implementing of any orders made by the Medical Officer of Health remove and dispose of household refuse, household trash, trade waste and recycleable refuse, which has not been put out in accordance with the provisions of this by-law, with the householder, occupant, owner or person in charge of the building to pay to the Treasurer of the Corporation the actual costs of the service provided.

(5) Special Collections

Extra collections of acceptable waste may be conducted once per year during:

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- (a) Spring cleanup being the first week of May each year or such other period as approved by the Corporation.

(6) Troublesome Dog

Collection may be refused to any person known to have a troublesome dog on the premises, unless such dog is safely secured at a reasonable distance away from the location of the garbage receptacle.

(7) Preparation of Waste

(a) (1) All garbage shall be drained, wrapped in dry paper, and placed in a container, other than a plastic bag, or drained and placed in a plastic bag.

(2) Ashes, when put out for collection, shall be:

- (i) cold
- (ii) placed,
  - in a sealed non-returnable plastic bag, or
  - in a sealed throw-away type carton, and
  - separate from flammable waste.

(3) Brush, leaves, garden refuse, waste paper, cardboard, discarded clothing and other household refuse and trade waste not specified in subsections (1) and (2) of this section shall be:

- (i) compacted and tied in bundles, not to exceed (1m) in length and 0.6m in diameter;
- (ii) placed in containers, or
- (iii) fastened securely in throw-away type cartons.

(4) Newspapers, magazines, and waste papers shall be securely tied or taped in solid compact bundles and placed in the recycling receptacles; provided however, that newspapers, magazines and waste paper may be deposited in a cardboard carton not to exceed 50 centimetres in length, 40 centimetres in width and 40 centimetres in depth with the flaps turned in and securely tied or taped. Such cardboard cartons shall be placed separately from the regular approved receptacle.

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(8) Scavenging

(a) No person, unless authorized by Town Council, shall pick over, interfere with, remove or scatter any household refuse, household trash or trade waste, after the same has been put out for collection. Scavenging is not permitted on the collection route.

(b) No person, unless authorized by Town Council, shall pick over, interfere with, remove or scatter any recycleable refuse, after the same has been put out for collection.

(9) Soliciting

No person employed by the Corporation or any of its contractors shall solicit or accept a gratuity for any work done by that person in connection with this by-law.

(10) Dismissal of Employee

Any person employed by the Corporation or its contractor who solicits or accepts any gratuity for work done in contravention of the previous subsection shall be summarily dismissed.

(11) Location of Items to be Collected

(a) No person shall place garbage, domestic refuse, commercial refuse or ashes out for collection except in accordance with this section.

(b) (1) No householder shall store garbage, except in approved receptacles placed in a location which is not a nuisance to any neighbour.

(2) The Municipal Representative may determine where approved receptacles shall be located and his determination shall be final.

(c) The garbage collection system is a "roadside collection service" for collection at ground level and garbage shall be placed for collection in accordance with the following:

(1) roads with concrete curbs - garbage to be placed directly behind the curb

(2) roads with concrete sidewalks tightly abutting the curb - garbage to be placed directly behind the sidewalk on property owner's side

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(3) roads with boulevards between sidewalks and curbs - garbage to be placed directly on boulevard

(4) roads with gravel road shoulders - garbage to be placed directly on road shoulder

(5) where garbage collection is provided in public lane or alleyway - garbage to be placed as close as possible to the edge of lane or alleyway.

(d) No person shall place garbage so as to impede or obstruct pedestrian and vehicular traffic or maintenance operations.

(e) The Municipal Representative in his sole discretion, may authorize the pick up of garbage and refuse by Town sanitation crews from any commercial establishment, apartment building or multiple housing complex provided the following conditions are met:

(1) there is a properly designed, constructed and maintained roads system whereby the Town or its agent can safely and easily drive onto the property to an exterior ground level garbage and refuse central storage area located at or near the edge of the road system, turn around and return to the public highway.

(2) the owner or occupant enter into an agreement to hold the Town harmless against all claims if required by the Council; and

(3) the owner shall construct and maintain to the satisfaction of the Municipal Representative a central storage station.

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(f) All structures or buildings provided for the storage of garbage and refuse shall at all times be maintained in a secure, clean, dry and sanitary condition so as to prevent entry of rodents and insects.

(g) Where, for any reason, collection of garbage and refuse cannot be made from the location specified in this Part, items to be collected pursuant to this by-law shall be placed at locations designated by the Municipal Representative and his decisions shall be final.

(12) Setting Our Garbage Collection

(a) During normal daytime collection, all items to be collected shall be put out prior to the time of collection but not earlier than 7:00 p.m. on the previous evening, and after collection all returnable containers shall be returned to private property by the householder, occupant, owner or person in charge of the building prior to 7:00 p.m. on the day of collection.

(13) Responsibility of Landlords

(a) It shall be the duty of the landlord of a furnished apartment, unfurnished apartment or multiple housing complex, and the duty of a condominium corporation to supply and maintain a sufficient number of approved receptacles for each dwelling and such other equipment as may be necessary for the orderly disposal of garbage. The landlord for such dwelling or the condominium shall provide a common place where the approved receptacles shall be properly stored and available for the occupants' use in order to facilitate collection by the appropriate agency as herein provided.

(14) Waste Storage Outside Property Limits

No household refuse, household trash, trade waste, recycleable refuse or other material shall be placed on any property other than that upon which it is accumulated, unless permission has been obtained from the occupant thus inconvenienced, or so located on the occupant's property as to cause a public nuisance or a nuisance to the adjoining property owner.

(15) Maintain Passageway

A passageway affording a convenient and unimpeded means of access to the items to be collected pursuant to this by-law shall be maintained by the householder, occupant, owner or person in charge of the building, and the passageway shall be of sufficient dimensions to enable the employee of the Corporation or of its contractors, servants, workmen and agents to load the items to be collected pursuant to this by-law on the collection vehicles.

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(16) Maintenance of Garbage Storage Buildings

All structures or buildings provided for the storage of containers shall at all times be maintained in a clean and sanitary condition and constructed so as to prevent entry of rodents and insects.

GENERAL REGULATIONS:

(17) Transporting and Disposal of Garbage and Other Waste Material

No person shall transport any household refuse, household trash or trade waste to any refuse disposal site unless the vehicle has an enclosed body or a covering securely fastened to the body of the vehicle or in the case of a pack-type vehicle with the hopper doors closed to prevent the scattering of ashes, garbage, household refuse, household trash or trade waste.

(18) No person shall transport any recycleable refuse unless the vehicle has an enclosed body or a covering securely fastened to the body of the vehicle or in the case of a packer-type vehicle with the hopper doors enclosed to prevent the scattering of recycleable refuse.

(19) No employee shall, in performing his normal duties as a garbage collector, enter any building or ascend or descend any interior or exterior stairway, elevator or hoist for the purpose of removing from or returning thereto any garbage receptacle unless authorized by the Municipal Representative.

(20) Determining Collection Days

For the purpose of garbage collection, the Municipal Representative may direct that the Town be divided into as many collection zones or districts as may be deemed necessary for the convenient collection of garbage, rubbish or waste matter and may fix a day or days on which the same shall be collected in the said districts. A public notice and map will be published annually in the local newspaper(s) indicating the aforementioned collection zones and days.

(21) Transporting Garbage and Waste Through Municipality

(a) Any person or persons carrying or taking garbage, non-collectible wastes, ashes or other refuse to the sanitary landfill disposal area in an open vehicle of any kind shall at all times have and keep the said garbage, ashes or other refuse covered by a tarpaulin, canvas covering or other suitable covering within a vehicle whose sides extend higher than the contents therein in such a manner as to prevent the said garbage,

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ashes or other refuse falling upon the streets or highways leading thereto in the case of a packer type vehicle with the hopper doors closed to prevent the scattering of the above mentioned wastes.

(b) No person shall transport any recycling refuse unless the vehicle has an enclosed body or a covering securely fastened to the body of the vehicle or in the case of a packer type vehicle with hopper doors closed to prevent the scattering or recycleable materials.

(22) Penalties

(a) Every person who contravenes any of the provisions of this by-law shall upon conviction thereof, forfeit, and pay a penalty not exceeding (exclusive of costs) the sum of \$500.00 for each such offence and every such penalty shall be recoverable under the Provincial Offences Act, R.S.O. 1980, C. 400 and amendments thereto.

(b) The imposition of a penalty for a contravention of this by-law shall not excuse the condition or matter resulting in such contravention or permit it to remain or continue, and the person who has contravened the by-law shall rectify any condition or matter resulting therefrom. Nothing herein contained shall in any way modify, affect or derogate from any other remedy available to the Corporation of the Town of Pelham or any other person, firm or corporation with respect to such contravention.

(c) An offence shall be deemed to occur for each day for which a contravention of this by-law continues.

(23) Repeal

By-law #104 (1971) entitled "A by-law of the Corporation of the Town of Pelham providing for the collection and disposal of household refuse, household trash, trade waste and recycleable refuse", and as amended, by By-law #1004 (1985) is hereby repealed.

(24) Effective Date

This by-law shall come into force and effect on the 17th. day of March, 1986. All former by-laws dealing with waste collection and disposal are hereby repealed.

GIVEN UNDER the Corporate Seal of the Town of Pelham this 17th. day of March, 1986.

MAYOR ERIC G. BERGENSTEIN

CLERK MURRAY HACKETT