

This Agreement entered into as of this ____ day of _____, 2020 by and between

The Corporation of the Town of Tillsonburg

(hereinafter called "Town")

-and-

County of Oxford

(hereinafter called "County")

WASTE MANAGEMENT AGREEMENT

Whereas Section 75 (1) of the Municipal Act, 2001 chap. 25, provides that the County may designate any of its waste management services or facilities for the management of waste or any class of waste to the Town, for which it has the power to provide the service or facility;

And whereas the Town and the County wish to enter into an agreement where the Town provides for large article items and yard waste/compost program on behalf of the County;

And whereas the parties agree that the intent of this agreement is to provide high quality waste management in a sustainable and cost effective manner for properties serviced by the Town on behalf of the County;

And whereas the parties intend to consult with each other about policy changes and to the degree appropriate, consider the implications, financial and other, for the communities;

Now therefore this Agreement witnesses that in consideration of the mutual contents contained herein, the Parties hereto covenant and agree as follows:

1.0 GENERAL CONDITIONS

1.1 Term

The term of the contract shall, commence May 1, 2020 and shall be revised upon final termination of the County's contract with an external waste management service provider serving all area municipalities with the exception of the Township of South-West Oxford and the City of Woodstock.

1.2 Changes to the Agreement

The parties agree that any changes to the terms of this agreement, must be made in writing and approved by each municipality's Chief Administrative Officer or Designate.

2.0 AGREEMENT

2.1 Payment

In accordance with paragraph 2.5, the County shall pay one half of the annual fees for service on a semi-annual basis as determined in section 2.5 of this agreement. For the purposes of this section, semi-annual shall mean April 1 and October 1. The Town will complete a final reconciliation, and where fees for services set out in this agreement are less than calculated in paragraph 2.5, refund of fees shall be paid by February 28th of the following year.

2.2 Grants

Town and the County staff will work together to maximize grants and subsidies from Stewardship Ontario and/or any other agency that may from time to time support waste and recycling collection, transfer or diversion programs. Both parties will track appropriate metrics and costs required to maximize funding, and report in the required format to meet reporting deadlines.

2.3 Meetings

Town and the County staff will meet at least annually to ensure quality and a consistent level of service is provided to the waste management users and on any interim basis if deemed necessary by either party.

2.4 Household

For the purposes of this agreement, household count shall be based on the annual returned roll household numbers as determined by the Municipal Property Assessment Corporation.

2.5 Services covered under the Agreement

Fees for services set out in this Agreement shall not exceed the total cost per household under the County's current contract with an external waste management service provider.

The contract per household fees are set out in Schedule "A", attached hereto and forming part of this Agreement. This schedule shall be amended annually to reflect the County's approved budget which includes CPI increases calculated in accordance with the County's contract for waste management services with an external waste management service provider (75% of the increase set out in the Consumer Price Index for Ontario as published for the previous 12-month period by Statistics Canada) and household figures as determined in paragraph 2.4.

A customer service charge of \$2.50 per household, shall be paid by the County to cover expenses related to record keeping, customer service, general overhead and other such administrative costs for services referred to in this agreement. For the purposes of determining the annual customer service charge, household figures as set out in paragraph 2.4 will apply.

2.5.1 Special Collection/Depots

- **Large Article**

Large article items consist of the collection, either curbside or costs to operate a depot of large items and transportation to Salford Waste Management Facility. The items collected shall be consistent with those guidelines set out by the County. The Town will be responsible for paying the County tipping fees as they relate to the large item curbside pickup and/or depot collection..

The County will pay the Town of Tillsonburg \$16,400 to reimburse the Town for the cost of the tipping fees paid by the Town as per 2020 budget, and as set out in Schedule 'C'. This fee will be indexed to the County's Fees and Charges By-Law Landfill Tipping Fees

2.5.2 Yard waste/compost program

The Town shall supply all labour, materials and equipment to operate a yard waste depot to permit drop off of leaves, lawn and garden waste and brush and to develop a yard waste compost site subject to the requirements of the Ministry of the Environment and Climate Change. The contract price per tonne are set out in Schedule "B", attached hereto forming part of this Agreement. This schedule shall be amended annually to reflect CPI increases calculated in accordance with the County's contract for waste management services with an external waste management service provider (75% of the increase set out in the Consumer Price Index for Ontario as published for the previous 12-month period by Statistics Canada)

The County is responsible for transportation costs.

2.6 New Initiatives

Permit the inclusion of the cost in the County's overall waste management budget funding of new programs that will significantly advance reduction, diversion and recycling goals of the County. Approval of such new initiatives are subject to the approval of County Council and developed in collaboration with the Area Municipalities.

2.7 County Bag Tags

2.7.1 The Town shall require that all waste collected has affixed County Bag(s) as per County policy.

2.7.2 The Town shall act as a sales outlet for County Bag Tags.

3.0 INDEMNITY AND INSURANCE

- 3.1 The Town shall, at all times, indemnify and save harmless the County and its officers, directors, agents and employees from and against all claims, damages, losses and expenses, including, but not limited to attorneys' fees, court and arbitration costs, or other proceedings made, sustained, brought or prosecuted that are based upon, or attributable in any way to the negligent acts, errors or omissions of the Town in connection with Services performed, purportedly performed or required to be performed by the County under this Agreement.

4.0 DISPUTE RESOLUTION

- 4.1 The County and the Town will attempt in good faith to resolve any dispute arising in connection with this Agreement informally according to the following procedure:
- 4.1.1 Upon written request of a party identifying a dispute to be resolved, the representatives, or their designate(s) as listed in paragraph 6.0 below, will meet within fifteen days after the request is received from the requesting party. At this meeting, the designated representatives will identify the scope of the dispute and the information needed to discuss and attempt to resolve the dispute. These management representatives will then gather relevant information regarding the dispute and will meet again to discuss the issues and negotiate in good faith to resolve the dispute. Such second meeting will occur within fifteen (15) days of the first meeting.
 - 4.1.2 If a dispute is not resolved by the methods indicated above, the parties may, upon mutual agreement, appoint a committee designed to assist the municipalities in reaching an agreement on the issue in dispute. Failing resolution, the parties may seek involvement of senior representatives (Chief Administrative Officer's) for both municipalities and at which time the senior representatives will determine if involvement of respective municipal councils is required.

5.0 GENERAL

- 5.1 The Town will comply with all federal, provincial and municipal laws while performing the Services hereunder, including but not limited to the Human Rights Code, R.S.O. 1990, Chapter H. 19, as amended.
- 5.2 This Agreement constitutes the entire agreement between the County and the Town. There are no other agreements, understandings, representations or warranties, either collateral, oral or otherwise.

- 5.3 The County and the Town acknowledge that, in the event that Federal and/or Provincial legislation or regulation is enacted that imposes change to the County's waste management program, including recycling services, as set out herein, the terms and conditions of this Agreement shall be amended to ensure compliance with such legislation.

5.4 Force Majeure

In the event that either Party shall be unable to fulfil, or shall be delayed, or shall be prevented from the fulfilment of, its obligations under this Agreement by reason of an Event of Force Majeure or other reasons of like nature beyond the reasonable control of the Party delayed or prevented from fulfilling any obligation, hereunder, save and except for any delay or prevention from such fulfilment caused by a lack of funds or other financial reasons, strikes or other concerted acts by workers, delay or other failure arising out of the nature of the work to be done, or from the normal action of the elements or from any normal difficulties that may be encountered in the performance of the work, having regard to the nature thereof shall in no event be deemed to be a cause beyond a Party's control.

An "Event of Force Majeure" means an event beyond the control of a Party hereto that prevents the Party from complying with its obligations under this Agreement, including but not limited to:

- a. acts of God such as, but not limited to, explosions, drought, pandemics, and tidal waves that are not considered a normal action of the elements;
- b. war, hostilities (whether declared or not), invasion, acts of foreign enemies, mobilization or embargo;
- c. mobilization, insurrection or military use of power, or civil war;
- d. riot, commotion, or other unexpected and unforeseen disorder resulting in a substantial impact in the Party's ability to perform its obligations under this Agreement; or
- e. acts or threats of terrorism.

In the event that the performance of the terms and conditions of this Agreement, in the reasonable opinion of either Party, is made impossible by an Event of Force Majeure, then either Party shall notify the other in writing and the County shall either; terminate the Agreement forthwith and without any further payments being made; or authorize the Town/Township to continue the performance of the Contract with such adjustments as required by the existence of the Event of Force Majeure and as agreed upon by both Parties.

In the event of a strike or lockout which shall not constitute an Event of Force Majeure, the Town/Township is responsible to maintain all services provided under this Agreement, to whatever reasonable degree possible and, if necessary, in co-operation with the County.

Within thirty (30) days of the award of any Agreement, the Town/Township shall submit for review and approval to the County, acting reasonably, a "Business Continuity Contingency Plan" explaining in detail how performance of the service during any strikes and/or lockouts, fire, an Event of Force Majeure or other major interruptions in the performance of its obligations under this Agreement shall be maintained at the Town's/Township's sole cost. Such Business Continuity and Contingency Plan shall become a part of the Agreement and shall be subject to all the terms of the Agreement. Failure to submit a sufficient Business Continuity Contingency Plan, in the sole discretion of the County, may result in termination of the Agreement.

A Party shall not be considered to be in breach of this Agreement to the extent the performance of their obligations is modified in accordance with the Business Continuity Contingency Plan as a result of an Event of Force Majeure. The Party (hereinafter in this Section the "**Affected Party**") implementing the Business Continuity Contingency Plan shall forthwith give written notice to the other Party of becoming aware of an Event of Force Majeure to the Affected Party.

The Affected Party shall be entitled to a reasonable extension for the time of completion of its obligations set forth in this Agreement and in accordance with the Business Continuity Contingency Plan that may be reasonably required by the Affected Party and agreed to by the other Party to mobilize to continue with the fulfillment of its obligations pursuant to this Agreement. The Parties acknowledge and agree that in the event of conflict between the terms and provisions of this section and any other section contained in the Agreement, the terms and provisions of this section shall govern and apply.

5.5 Termination

Either party may terminate this Agreement at any time, without fault and without liability, upon six (6) months' written notice to the other.

Either party may terminate this Agreement at any time if the other does not comply with any of its terms, provided notice is provided and the party failing to meet its obligations is given a reasonable time to comply.

Upon termination, the County shall pay the Town/Township for all services satisfactorily performed up to and including the date of termination.

6.0 NOTICE

6.1 Any notice as provided for under this Agreement may be served or given

(a) by the County to the Town by mailing (by prepaid registered mail), emailing, or faxing the same addressed to:

The Corporation of the Town of Tillsonburg
10 Lisgar Ave
Tillsonburg, Ontario N4G 5A5
Fax No. 519-688-0759
E-mail clerks@tillsonburg.ca
Attention: Clerk

and

(b) by the Town to the County by mailing (by prepaid registered mail), emailing, or faxing the same addressed to:

County of Oxford,
P. O. Box 1614, 21 Reeve Street
Woodstock, Ontario. N4S 7Y3
Fax No. (519) 421-4713
E-mail: clerks@oxfordcounty.ca
Attention: Clerk

7.0 INUREMENT

7.1 This Agreement and everything herein contained, unless the context otherwise requires, shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively.

The parties hereto have hereunder set their hands and seals the day and year first above written, and the parties hereto have hereunto affixed their Corporate Seals by the hands of their proper officers duly authorized in that behalf.

Dated at Woodstock, Ontario this ____ day of _____, 2020.

The Corporation of the Town of Tillsonburg

Stephen Molnar, Mayor

Kyle Pratt, CAO

County of Oxford

Michael Duben, CAO

David Simpson, Director of Public Works