



THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH

BY-LAW NUMBER 20-2025

BEING A BY-LAW to authorize the execution of an agreement to provide management of solid waste services between Waste Management of Canada Corporation and the Township of Ashfield-Colborne-Wawanosh.

WHEREAS Subsection 11(1) of the Municipal Act, S.O. 2001, c. 25, authorizes a lower-tier municipality to provide any service that the municipality considers necessary or desirable for the public;

AND WHEREAS the Council of the Township of Ashfield-Colborne-Wawanosh considers the management of waste as necessary or desirable for the public;

AND WHEREAS Subsection 11(2), paragraph 7 of the Municipal Act, 2001 authorizes a lower tier municipality to pass by-laws respecting services that the municipality is authorized to provide;

AND WHEREAS Council deems it necessary and desirable to enter into a renewed agreement with Waste Management of Canada Corporation;

NOW THEREFORE, the Council of the Corporation of the Township of Ashfield-Colborne-Wawanosh enacts as follows:

1. The CAO is hereby authorized to execute the agreement attached hereto as Schedule A.
2. This by-law replaces and supersedes By-Law 29-2020.
3. This by-law shall come into force upon final passing.

Read a first and second time this 8th day of April 2025.

Read a third time and finally passed this 8th day of April 2025.

Mayor, Glen McNeil

Clerk, Florence Witherspoon

SOLID WASTE SERVICES AGREEMENT

THIS SOLID WASTE SERVICES AGREEMENT (“Agreement”) is made this 1st day of May 2025 (the “Effective Date”) by and between WASTE MANAGEMENT OF CANADA CORPORATION, a corporation organized and existing under the laws of the province of Nova Scotia (hereafter “Company”), and the CORPORATION OF THE TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH, a municipal corporation created under the laws of Ontario (hereafter “Township”) (Company and Township each a “Party” and collectively the “Parties”).

WHEREAS, Township desires to provide its residents with collection of solid waste; and

WHEREAS, Company and its affiliates have extensive experience in providing such services; and

WHEREAS, Township wants to contract with the Company for such services in accordance with the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Company and Township agree as follows:

1. DEFINITIONS

- a) “**Applicable Law**” means any law, regulation, requirement, or order of any federal, provincial or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.
- b) “**Cart**” means a watertight heavy plastic receptacle with a rated capacity of approximately sixty-four (64) gallons for waste, having a hinged, tight-fitting lid, and two (2) wheels.
- c) “**Collection Service(s)**” means the process by which Solid Waste is removed from Residential Premises and subsequently disposed.

- d) “**Confidential Information**” means this Agreement; information disclosed to Company in relation to the Municipal Property Assessment Corporation; information relating to Disclosing Party or its affiliates; information relating to Disclosing Party or its affiliates’ business, pricing, or any other information prepared or provided by Disclosing Party in relation to this Agreement, and any of Disclosing Party or its affiliates’ documentation or data, which to the extent previously, presently, or subsequently disclosed to Receiving Party.
- e) “**Container**” means Cart.
- f) “**Contamination**” refers to materials placed in a Container other than Municipal Solid Waste.
- g) “**CPI**” means the Consumer Price Index, all-items Ontario, as published by Statistics Canada.
- h) “**Disclosing Party**” means a Party to this Agreement, who is disclosing Confidential Information to a Receiving Party.
- i) “**Dwelling Unit**” means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals. However, Dwelling Unit does not include a hotel or motel unit.
- j) “**Overage**” is defined as (i) Waste exceeding its Container’s intended capacity such that the lid is lifted (or would be lifted if lowered) or (ii) Waste placed on top of or in the immediate vicinity of the Container, in bags or otherwise.
- k) “**Premises**” means any parcel of real-estate property in the Service Area where Solid Waste is generated or accumulated.
- l) “**Rates**” means the fees to be charged by Company to Township, and paid by Township to Company, for the Collection Services and other services provided by Company and included on Exhibit “A” attached hereto, as such may be adjusted from time to time.
- m) “**Receiving Party**” is a Party to this Agreement, who is receiving Confidential Information from another Party to this Agreement.
- n) “**Recyclables**” means the materials defined as blue box material under the Province of Ontario.
- o) “**Refuse**” means Solid Waste that is set out for collection and disposal pursuant to this Agreement. Refuse does not include Recyclables or Unacceptable Waste.
- p) “**Residential Premises**” means a Single-Family Premises or Multi-Family Complex.

- q) “**Service Area**” means (i) the entire territory included within the Township limits as of the Effective Date of this Agreement; and (ii) such additional area as may thereafter become included with the Township limits from time to time due to annexation, incorporation or other means, but only from and after the time as the Company is able to provide collection services in such additional area and has reached agreement with the Township as to the rates for services, and except to the extent providing such services may be otherwise prohibited by law.
- r) “**Service Recipient**” means an owner or occupant of a Residential Premises.
- s) “**Solid Waste**” means all putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the Service Area, excluding Unacceptable Waste.
- t) “**Unacceptable Waste**” means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, provincial, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Company’s equipment or facilities, or present an endangerment to the health or safety of the public or Company’s employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.
2. **TERM.** The Term of this Agreement shall be for five (5) years commencing on May 1, 2025 (the “Commencement Date”) and expiring April 30, 2030, with an additional 5-year mutual renewal option. Further extensions of one (1) year are available, unless either Party gives the other at least six (6) months’ advance written notice of the intention to terminate the Agreement at the end of the then-current term.
3. **EXCLUSIVE RIGHT.**
- a. The Township does hereby grant to Company and shall have the exclusive duty, right and privilege to provide Collection Services at Residential Premises in the Service Area. Subject to Section 3(b) below, all Residential Premises within the Service Area shall be required by Township to utilize the Collection Services of Company as provided herein.

- b. Notwithstanding the above, nothing in this Agreement shall prevent any owner, occupant or tenant of a Residential Premises from personally handling, hauling, or transporting Solid Waste generated by or from such Premises for purposes of disposing of the same at an authorized disposal area or transfer station.

4. **COLLECTION SERVICES.**

- a. **Service.** The Company will be required to pick up refuse from the street, curb, or other locations on public or private property that is accessible by its collection vehicle. Containers shall be returned to the position from which the Company received it. Collection on Township side roads and concessions will be single sided collection. Service will be provided every other week (currently Monday) on alternative weeks: week one includes the Ashfield Ward and Wawanosh Ward; Week two includes the Colborne Ward.
- b. **Seasonal Service.** Weekly refuse collection will commence on the first Monday in June and ending the last Monday in September for the area west of Highway 21 known as the Lakeshore Area. This schedule may be adjusted based on mutual acceptance.
- c. **Inaccessible Areas.** Alternative service provisions will be provided where roads are not accessible, currently known as transfer locations. Frontload bin services will be provided upon mutual review and acceptance by both parties. Households associated with these inaccessible areas may be provided frontload steel bins, with the number and size of bins determined based on the number of units attached to each area. If frontload bins are applied, the accompanying units will be removed from curbside cart billing, and frontload service billing will apply in its place as set forth in Exhibit "A".
- d. **Containers.**
 - i. Company shall provide eligible Premises and approved business with one 64-gallon (240 litre) Cart for Refuse when Automated Sideload Truck is available, estimated to be in 2026. Additional Carts will be available for a fee as set forth in Exhibit "A". Company will own all Containers provided to the Township hereunder, unless purchased by the Township, and the Township shall allow Company to retrieve all Company Containers at the termination or expiration of this Agreement.

- ii. Company shall replace any Container that becomes damaged or destroyed during the provision of the Collection Services, or that becomes unusable due to ordinary wear and tear; Company may charge a replacement fee and delivery fee as set forth in Exhibit “A”. However, if a Container in the possession of a Service Recipient is lost, stolen, damaged, or destroyed through no fault of Company, the Township shall be responsible to compensate Company the fair market value for the replacement or repair of such Container. Service Recipients will be responsible for maintaining the cleanliness of Containers, although the Township may request a Container exchange for the fee set forth in Exhibit “A”. Service Recipients may not, itself or through a third party, mechanically compact materials placed in Company-provided Containers.
- e. **Collection Location, Frequency and Time.** Refuse shall be collected from the curbside every other week. Collections shall occur during ordinary hours but in no instance earlier than 7 a.m. Refuse shall be collected at a frequency and from locations determined by Company and the Township.
- f. **Contamination; Overage.**
 - i. During the period beginning on the Commencement Date and ending sixty (60) days later (the “Roll-Out Period”), Company shall provide information designed to minimize instances of Contamination and Overage. Where the Company documents that a particular Service Recipient has Contamination or Overage, Company shall collect the offending Container (where it can be done safely and excluding material laying on ground) and provide an electronic notice to the Township with the following information (a “Violation Notice”):
 - Date of the offense;
 - Description of the offense;
 - If available, a photograph or video (or link to photograph or video);
 - A description of the materials that are appropriate for collection in said Container and a link to view online.

During the Roll-Out Period, Company shall not impose a Contamination or Overage Charge.

- ii. Company may opt to not collect Overage, unless caused by Company spillage of non-overloaded Containers during collection; in such event, the Township may correct the Overage and request that Company return to service the Container. Alternatively, Company may collect the Container with Overage if it can safely do so. In either case, the Company shall provide a Violation Notice where such electronic contact information has been provided. If there have been more than three instances of Overage in any twelve (12) month period for a particular service, Company may request Township to communicate violation on its behalf which may result in no collection. 's request (i.e., Additional Container) to mitigate the Overage, and may increase the charges to the Township according to the increased service level.
- g. Overweight Containers.** The Company may refuse to collect any Refuse which the Company reasonably believes to be overweight. A Container shall be considered "overweight" if the total weight of the Container and contents exceeds two times the volume capacity of said Container (e.g., 200 pounds for a 64-gallon Cart). The Company shall provide notification to the Township regarding each instance of non-collection.
- h. Disposal.** Company shall dispose or arrange to dispose of the Refuse collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste.
- i. Holiday Schedule.** The following days shall be designated holidays on which the Collection Services shall not be provided: New Year's Day and Christmas Day.
- j. Special Services.** From time to time, the Township may request performance of special services, for which a rate is not provided in Exhibit "A". Company shall make good faith efforts to provide the requested service at a reasonable rate negotiated with the Township.
- k. Compliance with Laws.** The Collection Services shall be performed in accordance with Applicable Law.
- l. Personnel and Equipment.** The Collection Services shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles to complete the Collection Services in a safe and timely manner.
- m. Supervision.** Company shall provide competent supervision in charge of working crews at all times while providing the Collection Service.

- n. Missed Pick-Ups and Complaints.** All Refuse Containers scheduled for collection, must be placed at the curb or other designated location and ready for pick-up before 7:00 a.m. on the collection day; any Containers not collected because they are not at the curb or other designated location on time shall not be considered a missed pick-up. All complaints as to Company's provision of the Collection Services, including alleged missed pick-ups, shall be given prompt and courteous attention. Company shall attempt to resolve all complaints promptly and shall cure all missed pick-ups that are a result of Uncontrollable Circumstances within one (1) week, conditions permitting. Company shall attempt to resolve all complaints promptly and shall cure all missed pick-ups that are not the result of Uncontrollable Circumstances within one workday, conditions permitting.
- o. New or Enhanced Diversion Programs.** In the event any federal, provincial, or local law or regulation is adopted or becomes effective after the date of this Agreement which imposes upon Township or Company a requirement for the implementation of any source separated program for the collection of any waste material not already covered by this Agreement, increases Township's diversion requirement under Applicable Law, changes the methods for obtaining or measuring compliance with diversion requirements, Company shall design and present a program to Township to comply with such new laws or regulations. Before any such changed services are implemented, Company and Township shall meet and confer in good faith to determine a fair and reasonable adjustment to the maximum rates set forth in Exhibit "A" in order to compensate Company for implementing said changed services.
- p. Natural Disasters.** Company will use commercially reasonable efforts to assist Township, at the Township's request, with emergency collection service in the event of major disaster, such as an earthquake, storm, riot or civil disturbance, by providing equipment and drivers based on negotiated services and rates between Township and Company. Township is not required to utilize the services of Company. In addition, where the disaster results in the loss of Service Recipient containers, Company shall replace the containers, and Township shall reimburse Company for the cost of replacement.

5. Service Infractions.

In case the Company fails to perform the work in accordance with the terms specified in this contract, including completion of routes and services, the company shall be assessed infraction charges as outlined in the following:

#	Infraction Description	Infraction Charge
1	Failure to complete collection at each dwelling unit in controllable situations. If the Contractor returns to complete Collection on an alternate day within the week, no damages shall apply. Infraction resets after each 6 months.	1st occurrence: Written warning 2nd occurrence: \$200 3rd occurrence: \$300 4th and Subsequent: \$500
2	Recurring misses (more than three times in a six (6) month period) to units, roads or areas as a result of Contractor error and not as a result of actions outside the Contractors control.	Per occurrence: \$300

6. BILLING.

The Township shall compensate the Company monthly for Collection Services, in a total amount based upon the service charges for Collection Services, as they may be adjusted from time to time, and any applicable additional charges, as provided in Exhibit “A”. In calculating such monthly compensation to the Company, the applicable per unit rates shall be multiplied by the number of Service Recipients. The aggregate number of such Service Recipients is currently estimated by the Township to be as follows as of the effective date of this Agreement: 3191 residential units. The Township shall provide an updated unit count monthly within ten (10) days of the end of each calendar month.

7. SERVICE RATES.

- a. Service Rate Schedule. Company shall provide the Collection Services for the rates set forth in Exhibit “A” (the “Rates”), as the same may be adjusted in accordance with this Section 6.
- b. Annual Adjustment to Rates. Commencing on the date which is one (1) year after the Commencement Date, and on the same date annually thereafter (the “Adjustment Date”), the Rates shall be increased by five percent (5%) to the then-current Rates.

- c. Extraordinary Adjustments. In addition to the annual adjustment provided by subsection (b) above, the Rates shall, upon written request of Company, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the Collection Services hereunder due to any one or more of the following causes:
- i. Uncontrollable Circumstance (see Section 12);
 - ii. Changes in Applicable Law that is effective after the Effective Date of this Agreement;
 - iii. Increase in surcharges, fees, assessments or taxes levied by federal, provincial or local regulatory authorities or other governmental entities related to the Collection Services;
 - iv. Changes in baseline assumptions, such as changes in volumes collected and changes in the amount of container contamination;
 - v. Increase in the cost of transportation, including fuel and third-party transportation costs;
 - vi. Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Company.
- d. If Company requests a Rate adjustment pursuant to Section 6(c), it shall prepare a Rate adjustment request setting forth its calculations of the increased costs and accompanying adjustment to the Rates necessary to offset such increased costs. The Township may request documentation and data reasonably necessary to evaluate such request by Company, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the Township shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by Company. The Township shall approve all properly calculated Rate adjustments within ninety (90) days of Company's request, and the adjusted Rates shall be deemed to take effect as of the date of Company's request.

8. DEFAULT AND TERMINATION

Except as otherwise provided in Section 12 (Force Majeure), the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the other Party of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement; provided, however, if the particular default is not reasonably capable of being cured within 30 days, then the defaulting Party will have such number of days to cure as is reasonable under the circumstances. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement by written notice to the defaulting Party. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable legal fees and costs associated with enforcement of this Agreement. Under no circumstances shall either Party be liable for any loss of profits, loss of savings, loss of contracts, or any consequential, indirect, punitive or special damages for any alleged default under this Agreement. The exclusions and limitations of liability set forth herein shall apply irrespective of the nature or cause of action and shall accordingly apply in the event of breach of contract, tort (including negligence), equity, and any other cause of action, whether arising statutorily or otherwise at law.

9. INDEPENDENT CONTRACTOR

Company shall perform the Collection Services as an independent contractor. Company, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the Township for any purpose whatsoever under this Agreement or otherwise. Company at all times shall have exclusive control of the performance of the Collection Services. Nothing in this Agreement shall be construed to give Township any right or duty to supervise or control Company, its officers, employees, agents, contractors, or subcontractors, or to determine the manner in which Company shall perform its obligations under the Agreement.

10. INSURANCE

Company shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

	<u>Type</u>	<u>Amount</u>
a.	Employer's Liability	\$5million
b.	Commercial General Liability	\$5million per occurrence
c.	Automobile Liability	\$5million

The Township, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Collection Services, Company shall deliver to Township certificate(s) of insurance evidencing the required coverages. The certificate(s) shall require at least ten days' notice to the Township before cancellation of any such Company policy.

11. OCCUPATIONAL HEALTH AND SAFETY POLICY

The Company accepts and agrees to comply with the Township's Contractor Safety and Due Diligence Policy, the provisions of which are incorporated in this Agreement.

12. FORCE MAJEURE

Except for the failure to make payment when due, neither Party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected Party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics or epidemics, industry-wide labour or equipment shortages, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labour unrest (e.g., strikes, lockouts, or other labour disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.

13. MISCELLANEOUS PROVISIONS.

a. Confidentiality:

- i.** The Parties shall maintain confidentiality of Disclosing Party's Confidential Information using the same standard used to protect its Confidential Information, which shall not be any less than that which a reasonable person placed in the same circumstances would use. This includes implementing and maintaining appropriate security measures to safeguard Disclosing Party's Confidential Information. Receiving Party shall ensure that its employees, agents and consultants maintain the confidentiality of all Disclosing Party's Confidential Information and information related to this Agreement or the proposed activities set out herein and shall not communicate such Confidential Information or information related to this Agreement or the proposed activities set out herein to any third party without the prior written consent of Disclosing Party. Notwithstanding the foregoing, Township agrees that Company is entitled to disclose Confidential Information to its affiliates for the purposes of administering this Agreement.
- ii.** Confidential Information received from Disclosing Party shall be used solely for the purposes of administering this Agreement and for no other purposes.
- iii.** Township confirms that it was entitled to disclose to Company Municipal Property Assessment Corporation information, and Company agrees that such Municipal Property Assessment Corporation information shall be used solely for the purposes of providing Collection Services further to this Agreement, and for no other purpose.
- iv.** Upon a request by Disclosing Party, Receiving Party will turn over to Disclosing Party or destroy all Confidential Information of Disclosing Party and all documents or media containing any such Confidential Information and any and all copies or extracts thereof except with respect to Confidential Information residing on any disaster recovery or business continuity or archiving systems of Receiving Party or which is subject to legal or litigation holds, and such Confidential Information shall continue to be governed by this Agreement until destroyed.

- v. The obligations regarding confidentiality shall survive for five (5) years following termination or expiration, as applicable, of this Agreement.
 - A. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
 - B. This Agreement shall be construed in accordance with the laws of the Province of Ontario, and the applicable federal laws of Canada.
 - C. All written notification required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, overnight delivery by a recognized overnight delivery service, or by hand delivery to the Party's address below:

If to Company: 200 Sligo Rd. W
Mount Forest, ON N0G 2L1
Attn: Senior District Manager

If to Township: 82133 Council Line, R.R. #5,
Goderich ON N7A 3Y2
Attn: Public Works Superintendent

- b. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the Parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.
- c. In the event either Party successfully enforces its rights against the other hereunder, the other Party shall be required to pay the prevailing Party's legal fees and court costs.
- d. Company's rights and obligations under this Agreement may not be assigned without the prior written approval of the Township, which shall not be withheld unreasonably nor required with respect to an assignment to an affiliate of Company.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement, and it is effective as of the Effective Date above.

WASTE MANAGEMENT OF CANADA CORPORATION

Name: _____

Title: _____

Signature: _____

CORPORATION OF THE TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH

Name: Mark Becker

Title: CAO

Signature: _____

**EXHIBIT A
COMPANY RATES**

Item	Description	Units	Unit Rate per month	Total Per Month	Total per Year
1	Curbside Garbage Collection Year 1 (May 2025)	3191	\$3.33	\$ 10,616.67	\$ 127,400.00

Frontload Bin Unit Rates, including disposal

Frontload bins	Rate per service
2 yard	\$ 22.00
4 yard	\$ 33.00
6 yard	\$ 49.00
8 yard	\$ 60.00

2025 Contingency Supplemental Rates

- Replacement Carts: \$100 per unit plus \$100 delivery
- Special Collection Services (i.e. Bulk): \$180 per hour
- Waste disposal \$105 per Metric Tonne if redirect to WM transfer/Landfill