REQUEST FOR PROPOSAL (RFP)
WASTE MANAGEMENT COLLECTION SERVICES

ANY PROSPECTIVE BIDDERS DOWNLOADING AND WISHING TO SUBMIT A BID, ARE REQUIRED TO REGISTER WITH THE PURCHASING DEPARTMENT USING THE BID REGISTRATION FORM LOCATED AT THE CITY OF SARNIA WEBSITE, www.sarnia.ca, IN THE RFQ/RFP/PROPOSALS AREA. ANY BIDDERS THAT HAVE FAILED TO REGISTER WILL HAVE THEIR BID DISQUALIFIED.

IT IS THE BIDDERS RESPONSIBILITY TO ENSURE ALL SUBMISSIONS ARE RECEIVED BY THE CITY OF SARNIA AT THE PROPER LOCATION PRIOR TO CLOSING. BIDS RECEIVED AFTER THE CLOSING DATE AND TIME WILL BE LABELLED ACCORDINGLY AND DISQUALIFIED.

RFP #: 2011-123
Release Date: December 5, 2011
Closing Date: January 10, 2012
Closing Time: 2:00 pm Local Time
Table of Contents

1. Introduction .................................................................................................................. 7
   1.1 Requirement ........................................................................................................... 7
   1.2 RFP Schedule ......................................................................................................... 8
   1.3 Period of Proposed Contract .................................................................................. 8
   1.4 Project Authority .................................................................................................... 8
   1.5 Inquiries and Addendum ....................................................................................... 8
   1.6 Submission Format ................................................................................................. 9

2. Submission Instructions ..................................................................................................11
   2.1 Closing Date and Time ............................................................................................ 11
   2.2 Submission Format ................................................................................................ 11
   2.3 Informal or Unbalanced Bids ............................................................................... 11
   2.4 Late Submissions .................................................................................................. 11
   2.5 Period of Acceptance .............................................................................................. 11
   2.6 Questions/Inquiries ............................................................................................... 12
   2.7 Bid Withdrawal ...................................................................................................... 12
   2.8 Rights Reserved by the City .................................................................................. 12
   2.9 Treatment of Information ...................................................................................... 13

3. Submission Requirements ...............................................................................................15
   3.1 Form of Proposal ................................................................................................... 15
   3.2 Technical Submission ............................................................................................. 15
   3.3 Financial Submission ............................................................................................. 15
   3.4 Certificate of Approval ......................................................................................... 15
   3.5 CVOR ...................................................................................................................... 15
   3.6 Proposal Deposit .................................................................................................... 15
   3.7 Letter of Agreement to Bond/Letter of Guarantee ............................................... 15

4. Technical Submission Requirements ...............................................................................17
   4.1 General .................................................................................................................... 17
   4.2 Evaluation Criteria ................................................................................................ 17
      4.2.1 Step 1 – Screening of Proposals for Specified Mandatory Requirements .... 18
      4.2.2 Step 2 – Detailed Evaluation and Scoring of Technical Submissions .......... 18
      4.2.3 Step 3 – Opening of Financial Submissions ................................................ 18
      4.2.4 Step 4 – Determination of Combined Technical and Financial Scores ..... 18
      4.2.5 Step 5 – Comparison of Combined Technical and Financial Scores ..... 19
   4.3 Evaluation and Scoring of Technical Submissions ............................................... 19
   4.4 Overall Selection Process ..................................................................................... 21
   4.5 Specific Requirements ........................................................................................... 21
      4.5.1 Experience & References .............................................................................. 21
      4.5.2 Staff Requirements ....................................................................................... 22
      4.5.3 Subcontractors ............................................................................................... 22
      4.5.4 Proponent’s Company Size .......................................................................... 22
      4.5.5 Vehicle Information ...................................................................................... 23
      4.5.6 Work Plan ...................................................................................................... 23
      4.5.7 Proponent Facilities ..................................................................................... 23

5. Definitions .....................................................................................................................25
6. **Terms of Reference** .................................................................................................................. 31
   6.1 Background .......................................................................................................................... 31
   6.2 Enniskillen Township ........................................................................................................ 31
   6.3 Opting In and Out .............................................................................................................. 31
   6.4 Other Potential Participating Municipalities ................................................................. 31
   6.5 Collection Routes and Co-collection .......................................................................... 32
   6.6 Part A: Blue Box Recycling Collection Service ....................................................... 32
   6.7 Part B: Garbage Collection Services ............................................................................ 33
   6.8 Part C: Yard Waste Collection Services .................................................................... 33
   6.9 Part D: Curbside Recycling, Garbage and Yard Waste Collection Services ............. 33

7. **Collection Schedule** .......................................................................................................... 35
   7.1 Current Collection Schedule ........................................................................................ 35
   7.2 Possible Weekly Collection Schedule ....................................................................... 35
   7.3 Statutory Holidays .......................................................................................................... 35
   7.4 Holiday Schedule Accommodation ............................................................................. 35
   7.5 Hours of Work ................................................................................................................ 35

8. **Collection Programs and Policies** .................................................................................... 37
   8.1 City of Sarnia .................................................................................................................. 37
   8.2 St. Clair Township .......................................................................................................... 38
   8.3 Village of Point Edward ............................................................................................... 39
   8.4 Enniskillen ...................................................................................................................... 40
   8.5 Aamjiwnaang First Nation ........................................................................................... 40
   8.6 Adding/Replacing Materials to Collect ....................................................................... 40
   8.7 Changes During the Contract Term ............................................................................. 41
   8.8 Collection Types & Numbers ....................................................................................... 42
   8.9 Special Consideration Collection (SCC) .................................................................... 42
   8.10 Approved Containers - Curbside ............................................................................... 42
   8.11 Approved Containers – Businesses and Multi-Family and Works Departments ......... 43
   8.12 General Operating Details for Collection ................................................................ 43
   8.13 Level of Service ........................................................................................................... 44
   8.14 Returning Containers after Emptying ..................................................................... 45
   8.15 Collection Restrictions and Limitations .................................................................... 45
   8.16 Materials Not to be Collected .................................................................................... 46
   8.17 Reporting of Non-Collectable Incidents & Use of Courtesy Stickers ......................... 46
   8.18 Missed Collection Stops by the Contractor and Late Set Outs by Residents ............ 47
   8.19 Spillage and Litter ....................................................................................................... 47
   8.20 Spills ............................................................................................................................. 47
   8.21 Processing & Disposal Locations .............................................................................. 48
   8.22 Weighing of Material ................................................................................................... 48
   8.23 Recycling Contamination Management .................................................................... 48
   8.24 Audits and Inspections ............................................................................................... 48
   8.25 Special Provisions ....................................................................................................... 48

9. **Collection Vehicles** .......................................................................................................... 51
   9.1 General ............................................................................................................................. 51
   9.2 Age of Collection Vehicles ........................................................................................ 51
   9.3 Industry, Regulatory, Safety, Licensing & Other Standards ..................................... 51
   9.4 Physical and Mechanical Requirements ..................................................................... 51
   9.5 Compaction Vehicles for Recycling Collection ........................................................ 51
9.6 Appearance of Collection Vehicles ................................................................. 51
9.7 Daily Supply of Collection Vehicles .............................................................. 52
9.8 Private Accounts ........................................................................................... 52
9.9 Maintenance of Collection Vehicles .............................................................. 52
9.10 Additional Equipment for Collection Vehicle ............................................... 52

10. Staffing ........................................................................................................... 54
    10.1 Contract Supervision by the Contractor ...................................................... 54
    10.2 Collection Contract Manager ................................................................... 54
    10.3 Route Supervisor(s) .................................................................................. 54
    10.4 Customer Service Standards ................................................................. 54
    10.5 Customer Service Training ...................................................................... 54
    10.6 Health & Safety Standard ......................................................................... 55
    10.7 Health & Safety Training ........................................................................... 55
    10.8 Personnel Listing ....................................................................................... 55
    10.9 Employee Appearance ............................................................................. 55
    10.10 Information Line ...................................................................................... 55

11. Proponent Requirements and General Specifications ..................................... 57
    11.1 Implementation Prior to Start-up ............................................................... 57
    11.2 Coordination Meetings ........................................................................... 57
    11.3 Labour Dispute Contingency and Emergency Plans ................................ 57
    11.4 Innovation ............................................................................................... 58
    11.5 Contractor’s Office and Base of Operation ............................................... 58
    11.6 Customer Relations ................................................................................. 58
    11.7 Customer Service ..................................................................................... 59
    11.8 Scavenging ............................................................................................... 59
    11.9 Promotion & Education .......................................................................... 59
    11.10 Cooperation with Demonstration Projects ............................................ 59
    11.11 Record Keeping & Reporting Requirements ......................................... 59

12. Requirements at the Time of Execution ....................................................... 63
    12.1 Executed Bond ......................................................................................... 63
    12.2 Insurance and Indemnification ................................................................. 63
    12.3 Workplace Safety & Insurance Board ...................................................... 64
    12.4 Safety Policies and Procedures and Related Documentation ................. 64
    12.5 Contract Document .................................................................................. 64

13. Terms and Conditions .................................................................................... 66
    13.1 Contract Period ....................................................................................... 66
    13.2 Renewal .................................................................................................... 66
    13.3 Canadian Funds ....................................................................................... 66
    13.4 Payment ................................................................................................... 66
    13.5 Taxes ........................................................................................................ 66
    13.6 Fuel Adjustment ...................................................................................... 66
    13.7 Per Stop or Unit Cost for Contract Additions / Deletions ....................... 67
    13.8 Invoices & Documentation ................................................................... 67
    13.9 Monies Due to the City ........................................................................... 67
    13.10 Payment Prior to Start of Contract ......................................................... 67
    13.11 Interest .................................................................................................... 68
    13.12 Disputes ................................................................................................. 68
13.13 Arbitration ................................................................. 68
13.14 Force Majeure ............................................................ 69
13.15 Forfeiture of Contract ................................................... 69
13.16 Contract Termination ..................................................... 69
13.17 Remedies .................................................................. 70
13.18 Liens ........................................................................ 70
13.19 Conflicts and Omissions ................................................. 70
13.20 Interpretation ............................................................... 70
13.21 Assignment ................................................................ 70
13.22 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005 ............................ 70
13.23 Changes in Law ............................................................. 71
13.24 Regulations and Bylaws .................................................. 71
13.25 Exclusion Of Proponent In Litigation .............................. 71
13.26 Exclusion of Proponent Due To Poor Performance .................. 72
13.27 Schedule of Liquidated Damages ...................................... 72

14. Form of Proposal ........................................................... 74

15. Agreement to Bond ......................................................... 77

16. General Conditions ........................................................... 79

APPENDIX A Bid Forms
APPENDIX B Current Collection Maps
APPENDIX C Current Collection Information
APPENDIX D By-laws
APPENDIX E Off Loading Procedures
Section 1

Introduction
1. **Introduction**

1.1 **Requirement**

The City of Sarnia on behalf of the City, St. Clair Township, Village of Point Edward, Enniskillen Township and Aamjiwnaag First Nation, (hereafter referred to as ‘City’), is seeking proposals from qualified firms to provide waste management collection services for term of either seven and a half (7.5) or ten (10) years term beginning July 1, 2012.

The actual length of the term will be determined based on the Bids received and the decision made by Council.

The following lists the collection services required by each of the participating municipalities:

**Sarnia:**
- Recyclables
- Garbage (excludes Bulk Items and White Goods)
- Bulk Items and White Goods
- Yard Waste, Brush and Christmas Trees

**St. Clair:**
- Recyclables
- Garbage (excludes Bulk Items and White Goods)
- Bulk Items and White Goods
- Yard Waste, Brush and Christmas Trees

**Point Edward**
- Recyclables
- Garbage (excludes Bulk Items and White Goods)
- Bulk Items and White Goods

**Enniskillen:**
- Recyclables
- Garbage (includes Bulk Items and White Goods)

**Aamjiwnaang First Nation:**
- Recyclables

The collected material will be delivered to the following locations:

- **Recyclables:** Waste Management of Canada facility located at 4485 Progress Drive, Petrolia
- **Garbage:** Waste Management of Canada landfill located at 4052 Oil Heritage Road, Petrolia
- **Yard Waste:** City of Sarnia Composting site at 333 St. Andrew’s Street, Sarnia

Currently garbage is collected weekly and recyclables are collected bi-weekly on the same day. The City may move to weekly collection for recyclables in the future, and as such is requesting proposals for both weekly and bi-weekly recyclables collection.

Bidders are advised that the Waste Management of Canada landfill located at 4052 Oil Heritage Road, Petrolia is anticipated to reach is approved capacity by, approximately, the year 2019 and as such, an alternative disposal location may be required. Should this disposal location convert to a transfer station during the term of this contract, the Successful Proponent will be required to deliver the garbage to this location. Similarly, should this location be closed to the receipt of garbage, the City (under its current contractual arrangements with the County of Lambton for disposal services) will identify the alternative disposal location and will advise the Successful Proponent accordingly with sufficient advance notice. Should an alternative disposal location be required during the term of this contract, the City and the Successful Proponent will negotiate any adjustments for any additional haulage costs.

Currently yard waste collection varies between each of the participating municipalities. The current yard waste collection frequency will not change and is as follows:

**Sarnia:**
- Yard Waste: weekly in November; two (2) weeks in April, May and October; monthly in June, July, August and December (maximum 15 weeks).
- Brush: monthly in April, May, June, October and December (maximum 5 weeks)
- Christmas Trees: one week in January (maximum 1 week).
St. Clair:
- Collection occurs in the urban areas only
- Spring collection: weekly between May and June
- Fall collection: weekly between October and November

During the term of this contract, any of the participating municipalities, may, in their sole discretion, elect to consider or implement a Source Separated Organics (SSO) collection program. The participating municipalities reserve the right to discuss and possibly enter into negotiations with the Successful Proponent to add SSO collection and/or processing services. However, the participating municipalities may, in their sole discretion, elect to issue a separate Request for Proposal for SSO collection and processing services. For the purposes of this RFP, bidders are advised that SSO materials are included in the garbage stream.

The Work has been divided into different “Parts” that include some or all of the aforementioned Work as follows. Proponents can submit proposals on Parts A, B, C or D.

**Part A: Blue Box Recyclables:**
- **Option 1)** Bi-weekly residential single family curbside collection and weekly collection from other sources, as defined in this RFP
- **Option 2)** Weekly collection from all sources as defined in this RFP

**Part B: Garbage:** Weekly collection from all sources as identified in this RFP and is inclusive of Bulk Items and White Goods

**Part C: Yard Waste:**
- **Option 1)** Per the current schedule and set out requirements, single family residential collection
- **Option 2)** Per the current schedule but only rigid, reusable and Kraft Paper bags are accepted set-out containers, single family residential

**Part D:** Includes all Work as described under Parts A (Option 1 or 2), B and C.

### 1.2 RFP Schedule

The following is a tentative schedule to assist Proponents:

<table>
<thead>
<tr>
<th>Item</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued</td>
<td>December 5, 2011</td>
</tr>
<tr>
<td>Last Date for Question Submission</td>
<td>December 16, 2011 at 2:00 p.m.</td>
</tr>
<tr>
<td>Last Date for Issuance of Addenda</td>
<td>December 23, 2011</td>
</tr>
<tr>
<td>RFP Close</td>
<td>January 10, 2012 at 2:00 p.m.</td>
</tr>
<tr>
<td>Clarifications and/or Interviews, if required</td>
<td>January 13, 2012</td>
</tr>
<tr>
<td>Anticipated Award by City Council</td>
<td>early February 2012</td>
</tr>
<tr>
<td>Contact Start Date</td>
<td>July 1, 2012</td>
</tr>
</tbody>
</table>

### 1.3 Period of Proposed Contract

The proposed period of contract is seven and a half (7.5) or ten (10) years. The Contract Start is July 1, 2012.

All Contract Prices will be adjusted using the define CPI adjustment formula as defined in Section 16.

### 1.4 Project Authority

The services provided will be subject to review and acceptance by the City.

### 1.5 Inquiries and Addendum

All inquiries regarding this Request for Proposals (RFP) are to be directed to Mr. Shawn Unsworth, Purchasing Agent at purchasing@sarnia.ca. Inquiries must be received in writing (e-mail) no later than 2:00pm on December 16, 2011. All inquiries received, and the answers as provided by the City will be provided to all Proponents by way of written addendum, no later than December 23, 2011 without naming the source of the inquiry.
1.6 Submission Format

Proposals are to be submitted in a two (2) envelope system. Envelope 1 is to contain the Technical Submission and Envelope 2 is to contain the Financial Submission.

Proposals should be submitted in the format requested, with an index and preferably including tabs where each of the Mandatory Requirements and Evaluation Criteria can be found. Proponents are requested to address these requirements in the order in which they appear in the RFP and in sufficient depth in their proposal. Items not addressed in the proposal will be deemed as either not meeting the Mandatory Requirement or given zero points under the Rated Criteria.

Any other supplemental documentation that does not respond directly to the information requested, such as corporate literature, must be submitted on CD or DVD. The City of Sarnia reserves the right not to consider supplemental documentation submitted on CD or DVD in the evaluation of submissions.
Section 2

Submission Instructions
2. Submission Instructions

2.1 Closing Date and Time

Proponents are required to submit one (1) signed original and four (4) copies of the Technical Submission and one (1) copy of the Financial Submission in a sealed envelope clearly identified as RFP#: 2011-123 Waste Management Collection Services to:

The Purchasing Department
The Corporation of the City of Sarnia
225 Christina Street North
PO Box 3018
Sarnia, ON N7T 7N2

Proposals must be received at this location NO LATER THAN 2:00 P.M. LOCAL TIME, on January 10, 2012.

Respondents are solely responsible for ensuring bids are received by the Purchasing Department prior to the closing date and time.

Only the names of the Proponents who have submitted a proposal will be identified at the Bid Opening; Bid prices will not be disclosed at the Bid Opening.

2.2 Submission Format

Proponents are required to submit one (1) sealed envelope containing the two (2) separate, sealed envelopes containing the Technical and Financial Submissions.

The package containing the Technical Submission shall be clearly marked, “RFP# 2011-123 Waste Management Collection Services – Technical Submission” and the package containing the Financial Submission shall be clearly marked, “RFP# 2011-123 Waste Management Collection Services – Financial Submission”.

Failure to submit a signed original of the Form of Proposal will result in your proposal being rejected.

2.3 Informal or Unbalanced Bids

All entries in the Bid Forms shall be made in ink. Un-initialled changes or entries made in pencil shall be deemed invalid. Bids which are incomplete, illegible or obscure, or that contain additions not called for, erasures, alterations (unless properly and clearly made and initialled by the Bidder’s signing officer), or irregularities of any kind, may be rejected. The City reserves the right to waive formalities at its discretion. Bidders who have submitted Bids that have been rejected by the City because of informalities will be notified of the reasons for the rejection within ten (10) days after the RFP Closing Date.

Bids that contain prices which appear to be as unbalanced as likely to adversely affect the interests of the City may be rejected. Wherever the amount Bid for an item does not agree with the extension of the estimated quantity and the Bid unit price, the unit price shall govern and the Bid Price shall be corrected accordingly, unless otherwise decided by the City.

If a Bidder has omitted to enter a price for an item of Work set out in the Bid Forms, they, unless they have specifically stated otherwise in their Bid, will be deemed to have allowed elsewhere in the Bid Form for the cost of carrying out the said item of Work unless otherwise agreed to by City. No increase shall be made in the Bid Price on account of such omission.

2.4 Late Submissions

Proposals received by the Purchasing Department after the specified closing time will be returned, unopened, to the proponent.

2.5 Period of Acceptance

The Proposal submission is to remain firm for acceptance for a period of ninety (90) days from the date of RFP closing.
2.6 Questions/Inquiries

Proponents are advised that all communications with the City of Sarnia related to this RFP prior to the closing date must be directly and only with Mr. Shawn Unsworth, Purchasing Agent at purchasing@sarnia.ca. Directing inquiries to other than person identified above will result in your submission being rejected.

If any director, officer, agent or other representative of a Proponent, including any other parties who may be involved in a joint venture or a consortium with the Proponent makes any representation or solicitation to any member of Council, or any official, employee or agent of the City, with the exception of the contact person identified in this RFP, with respect to the Proponent's Bid or any other Proponent's Bid, the City shall be entitled to forthwith and without notice reject the Proponent's Bid.

Clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by telephone.

Responses to clarification requests will be provided to all Proponents in writing in the form of Addenda which will only be posted on the City’s website.

The City assumes no responsibility for any verbal (spoken) information from any City staff or from any Consultant firms retained by the City, or from any other person or persons who may have an interest in this Proposal. Amendments or changes to this Proposal prior to the closing date and time stated herein will only be in the form of written addenda and said addenda will be issued by the Purchasing Department of the City of Sarnia. Any Addendum will be posted on the City's Purchasing Department Web Site: www.sarnia.ca under City Services, RFQ/RFP/Tenders link.

It is the proponent's sole responsibility to check this Web Site regularly to inform itself of any posted Addendum. The City makes no promise or guarantee that addenda will be delivered by any means to any proponent. By submitting a proposal in response to this Proposal, the proponent acknowledges and agrees that addenda shall only be posted on the City's Web Site and it is the sole responsibility of the proponent to check this Web Site for said addenda.

Failure to acknowledge receipt of all addenda on the Form of Proposal will result in the submission being rejected.

Each Proponent must review all proposal documents and promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency, or omission contained therein. Any such request must be submitted to the City in writing, prior to December 16, 2011 at 2:00 pm.

Where a request results in a change or a clarification to the proposal, the City will prepare and issue an Addendum to this proposal as stated in Section 1.5.

2.7 Bid Withdrawal

A Bidder may withdraw its submission at any time prior to the Submission Closing Time and Date by delivering a written notice of withdrawal to Mr. Shawn Unsworth. The withdrawal will be in effect as of the time the notice is received by the contact person.

2.8 Rights Reserved by the City

1. The City is not liable for any costs incurred by the Proponent in the preparation of their response to the RFP or selection interviews, if required. Furthermore, the City shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the City of any proposal, or by reason of any delay in the award of the proposal.

2. The lowest proposal will not necessarily be accepted. The City reserves the right to accept/reject any or all proposal and/or reissue the RFP in its original or revised form.

3. The City reserves the right to request specific requirements not adequately covered in a Proponent's initial submission and clarify information contained in the RFP.

4. The City reserves the right to modify any and all requirements stated in the RFP at any time prior to the possible awarding of a contract.

5. The City reserves the right to cancel this RFP at any time, without penalty or cost to the City. This RFP should not be considered a commitment by the City to enter into any contract.

6. In the event of any disagreement between the City and Proponent regarding the interpretation of the
provisions of the RFP, the Purchasing Agent or an individual acting in that capacity, shall make the final determination as to interpretation.

7. The City envisions awarding a single contract as a result of this RFP to a single Contractor. However, Proponents are advised that the City may elect to award separate contracts for separate Parts of the Work.

It is essential that the elements contained in the proposal be stated in a clear and concise manner. Failure to provide complete information as requested will be to the Proponent’s disadvantage.

Proposals should be submitted in the format requested, with an index and preferably including the criteria subject to point rating in a clear identifiable location. If a Proponent feels that the conditions will restrict it unnecessarily in any way, it should so state in its proposal. Any deviation from the stipulated conditions should be given in detail with an explanation as to why such deviations are being proposed. The City reserves the right to accept any proposal as submitted without prior negotiations. It is the responsibility of the Proponent to obtain clarification of the requirements contained herein, if necessary, prior to submitting a proposal.

Each proposal will be evaluated solely on its content. Assessment of the proposals commences immediately after closing date.

The City does not accept proposals submitted by facsimile transfer machines or electronic mail.

The City reserves the right to accept or reject any or all proposals received or to cancel the RFP in its entirety, all without any right of recourse on the part of any Proponent, and to seek clarification from one or more Consultants on the contents of their proposals submission.

This RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of a proposal, or attendance at a meeting with City staff.

The City will only make official modifications to the RFP through official addendum issue. Any oral statement or other representation from any source should not be accepted as binding, unless confirmed through an official written addendum.

2.9 Treatment of Information

1. The information submitted in response to this RFP will be treated in accordance with the relevant provisions of the Municipal Freedom of Information and Protection of Privacy Act

2. The Proponent does, by the submission of a proposal, accept that the information contained in it will be treated in accordance with the process set out in this section of the RFP.
Section 3

Requirements at Time of Closing
3. **Submission Requirements**

The Technical and Financial Proposals are to include the items identified in this RFP. Failure to provide the required information will result in the proposal being rejected.

3.1 **Form of Proposal**

The Form of Proposal provided must be completed in ink, signed and returned in the sealed envelope clearly marked as the Financial Submission.

3.2 **Technical Submission**

The Technical Submission is to be provided in a sealed envelope clearly identified as Technical Submission.

3.3 **Financial Submission**

The Financial Proposal is to be submitted in a sealed envelope clearly identified as Financial Submission.

3.4 **Certificate of Approval**

Proponents are required to submit a copy of their provisional Certificate of Approval as authorized and issued by the Ministry of the Environment.

3.5 **CVOR**

Proponents must submit a valid CVOR. The CVOR permit is to remain in good standing throughout the duration of the contract.

3.6 **Proposal Deposit**

Proponents are required to submit an original proposal deposit with their proposal in the amount of $50,000 in the form of a Bid Bond, Irrevocable Letter of Credit, Certified Cheque, Bank Draft or Canadian Currency. Photocopies or faxed copies of Proposal Deposits will result in the proposal being rejected.

Proposal deposits, with the exception of the two (2) highest ranked proposals will be returned within three (3) weeks, unless otherwise determined by the Purchasing Department after the proposal opening. The two (2) remaining deposits will be returned after award of the proposal by City Council. Where terms and conditions of a proposal require the execution of an agreement, the two (2) remaining deposits will be returned upon execution of the agreement.

It is to be noted that proponents who elect to use cash or certified cheque as a proposal deposit will not be paid any interest by the City.

3.7 **Letter of Agreement to Bond/Letter of Guarantee**

An original Letter of Guarantee from a recognized Financial Institution or Letter of Agreement from a bonding agency licensed to operate in the Province of Ontario must be included with the proposal confirming that if the proponent is successful, the necessary guarantee will be issued.

Letters of Agreement submitted must bear an original signature of the issuer and the proponent. Photocopies or faxed copies of Letters of Agreement / Letters of Guarantee will result in the proposal being rejected.
Section 4

Technical Submission Requirements
4. Technical Submission Requirements

4.1 General

1. The City is requesting proposals from firms who are both interested and capable of undertaking the work.
2. The onus is on the Proponent to show their knowledge, understanding and capacity to conduct the work outlined in the RFP.
3. Proposals will be assessed according to how well they assure the City’s success in relation to the submission requirements. The detail and clarity of the Proposals will be considered indicative of the Proponents expertise and competence.
4. All information provided in response to this RFP must contain sufficient detail to support the services being proposed. Incomplete submissions will not be considered.
5. All prices must be stated in Canadian funds. Prices must also be inclusive of customs, duty and freight.

4.2 Evaluation Criteria

Methodology Overview

The evaluation of Proposals will be conducted by an Evaluation Committee consisting of representatives of the City, in accordance with the City Procurement of Goods and Services Policy and the procedures described in this RFP.

The City may be assisted by, and may consult with, various technical, financial and legal advisors in relation to any or all aspects of this RFP. The appointment of, and consultation by, any one or more of these advisors or consultants will be at the City’s sole and absolute discretion. The City may use any such advisors and consultants in any way it, in its discretion, considers useful. All decisions on whether a submission to the RFP meets (or to what degree it meets) the stated requirements are decisions within the consensus of the Evaluation Committee.

Proponents are advised that any and all determinations and decisions made on behalf of the City relating to this RFP and any submissions by Proponents, including without limitation, whether the submissions meet the Mandatory Requirements and the extent to which scoring and points are awarded, are within the City’s sole and absolute discretion and are final and binding without appeal whatsoever.

The City reserves the right to request clarification information from Proponents on the content of their proposal at any time(s) after the RFP submission due date, including during the evaluation stage. The City reserves the right at its sole discretion, to hold clarification meetings with some or all of the Proponents, including during the evaluation stage. All correspondence related to clarifications must be in writing. The City is under no obligation to request that a Proponent provide missing or deficient information.

Proposal evaluation and selection of a preferred Proponent by the City will follow a five (5)-step process:

**Step 1:** Opening of the Technical Submissions and the screening for Specified Mandatory Requirements.

**Step 2:** Technical Submissions meeting the Specified Mandatory Requirements will proceed to detailed Evaluation and Scoring.

**Step 3:** For Technical Submissions that score 80% or higher on their detailed Evaluation and Scoring, the Financial Submission will be opened.

**Step 4:** For Submissions reaching Step 4, a determination of the combined technical and financial score will be made out of 100. The combined technical and financial score out of 100 will be a weighted score based on a weighting of 25% for the Technical Proposal and 75% for the Financial Proposal. This process will be undertaken for each aspect of the work (i.e. Parts A through D)

**Step 5:** The highest overall, average score will determine the preferred Proponent(s).

Additional details on each of the above steps are provided below.
4.2.1  **Step 1 – Screening of Proposals for Specified Mandatory Requirements**

The purpose of this step is to screen out proposals that do not meet the Specified Mandatory Requirements. Proposals not clearly meeting the Specified Mandatory Requirements will be deemed non-responsive and will be given no further consideration.

The Specified Mandatory Requirements are both procedural and financial.

The mandatory procedural requirements include:

1. A sealed Technical, and a separately sealed Financial, Submission.
   
   **Please Note:** The Technical Proposal must not contain any price information.
   
   **Please Note:** If more than one corporate entity is involved in the proposal; the arrangements between the various entities must be clearly explained.

2. A copy of the Proponent’s CVOR Abstract.
   
   **Please Note:** The Proponent must ensure that their CVOR permit is in good standing both at the time of submission and at all times during the Contract if selected as the Successful Proponent. Proponents with a CVOR record in excess of 70% of the Provincial threshold or who have had an Overall Safety Rating below satisfactory (audited or unaudited) will not be awarded the Work outlined in the RFP.

3. A copy of the Proponent’s Certificate of Approval of a Waste Management System.
   
   **Please Note:** A Certificate of Approval of a Waste Management System is required for waste hauling.

The mandatory financial requirements include:

1. The Proposal Deposit, as specified in Section 3.6.
2. Letter of Agreement to Bond/Letter of Guarantee, as specified in Section 3.7.

4.2.2  **Step 2 – Detailed Evaluation and Scoring of Technical Submissions**

Only Proposals that have met all of the Specified Mandatory Requirements of Step 1 of the evaluation process will proceed to Step 2.

Proposals will first be evaluated on technical merit without reference to cost or exceptions. Technical evaluations will be based on the criteria listed below. Technical submissions will be scored out of 100% in accordance with the following criteria and weights:

- Criterion 1. Project Team Experience and Capability: 25%
- Criterion 2. Operational Details: 65%
- Criterion 3. Proposal Quality: 10%

Proponents must achieve a minimum score of 75% in both Criterion 1 and 2 in addition to an overall combined score of 80% or greater for Criterion 1, 2 & 3.

Step 2 may include written requests for clarification from selected Proponents to obtain comparable information required for decision-making. Step 2 may also include a request for a clarification presentation from one or more Proponents and such a request does not oblige the City to request a presentation from all Proponents. Requested references in the RFP will be used to validate information provided by the Proponent.

Each Criterion will receive a consensus score. The individual Criterion scores will then be multiplied by the listed weighting factors and the sum of the weighted scores calculated.

Only those Technical Proposals that achieve an overall technical score of 80% or greater will have their Sealed Financial Submission envelopes opened. The Sealed Financial Submission envelopes for Proponents not receiving a minimum technical score of 80% will not be opened and will be returned to the Proponent.

4.2.3  **Step 3 – Opening of Financial Submissions**

At this step of the evaluation process, the Sealed Financial Submissions will be opened for only those Technical Submissions that achieved the required minimum technical score of 80% in Step 2.

4.2.4  **Step 4 – Determination of Combined Technical and Financial Scores**

For those proposals that reached Step 4, the technical score will be combined with the financial score for, each Part of the work, to determine a combined technical and financial score out of 100. The combined technical and financial score out of 100 will be a weighted score based on a weighting of 25% for the Technical Submission and
75% for the Financial Submission. Each Proponent’s combined score, for each part of the work, will be averaged and the Proponent with the highest overall, average score would be recommended as the preferred Proponent.

The technical score component of the combined score will be determined by multiplying the percentage score attained on the Technical Submission by 25 points. For example, a Technical Submission that scored 80% in Step 2 would receive a technical score component in Step 4 of 25 points x .80 score = 20 points.

The financial score component of the combined score will be determined by assigning 75 points to the Financial Submission that offers the lowest cost for each Part of the work. Other proposals will receive financial scores that are prorated based on their respective cost (denominator) as compared to the proposal with the lowest cost per Tonne (numerator) multiplied by 75. For example, if the lowest cost, for Part A, was $35 per household, that Financial Submission would receive a financial score component in Step 4 of 75 points. A Financial Submission that had a cost $40 per household would receive a financial score component in Step 4 of 35/40 x 75= 65.25 points. This process will be repeated for each Part of the work to determine financial score for each Part of the work.

Following the example above, the 20 points achieved on the technical submission are added to the 65.25 points achieved on the Part A financial submission to arrive at a Part A combined score of 85.25.

This process will be repeated for each part of the work where the technical points will remain constant throughout the evaluation process. For example, to determine the combined score for Parts B through D, the 20 points achieved on the technical submission will carry forward and will be added to the respectfully assessed financial score.

Once the combined scores for each of the Parts have been determined, the results will be averaged to determine the Proponent’s overall, average score. For example, if the combined scores were: Part A, 82.25; Part B, 81.75, Part C, 83.5; Part D and 82.0; the overall average score would be 82.38.

4.2.5 Step 5 – Comparison of Combined Technical and Financial Scores

The overall, average score from each Proponent will be compared and the Proponent(s) with the highest overall, average score will be rated as the preferred Proponent(s).

4.3 Evaluation and Scoring of Technical Submissions

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Project Team Experience and Capability</strong></td>
<td></td>
</tr>
<tr>
<td>A. EXPERIENCE</td>
<td></td>
</tr>
<tr>
<td>The evaluation will consider the Proponent’s waste management experience the following:</td>
<td></td>
</tr>
<tr>
<td>• The experience to undertake the collection service(s) as specified in the RFP</td>
<td>50</td>
</tr>
<tr>
<td>• Value of past and current contracts</td>
<td></td>
</tr>
<tr>
<td>• Size of past and current contracts (number of units served, weekly tonnages)</td>
<td></td>
</tr>
<tr>
<td>B. REFERENCES</td>
<td></td>
</tr>
<tr>
<td>The evaluation shall consider reference information received by the City, based on the Proponent’s past and current waste management activities over the past 10 years, as well the Proponent’s prior record as a contractor to the City of Sarnia (if applicable).</td>
<td>150</td>
</tr>
<tr>
<td>C. STAFF REQUIREMENTS</td>
<td></td>
</tr>
<tr>
<td>The evaluation shall consider the Proponent’s management capability to perform the services required. The evaluation shall consider the experience of the following key management employees: Senior executive staff, Contract Manager/Supervisor, Designated fleet manager(s) &amp; Route Supervisor(s), Staff requirements for the contract administration &amp; collection operations</td>
<td>25</td>
</tr>
<tr>
<td>D. SIZE</td>
<td></td>
</tr>
<tr>
<td>The evaluation will consider the size of the Proponent’s company or organization including:</td>
<td></td>
</tr>
<tr>
<td>• Waste Management facilities in Ontario and Canada</td>
<td>25</td>
</tr>
<tr>
<td>• Size of current collection fleet in Ontario and Canada</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL PROJECT TEAM EXPERIENCE &amp; CAPABILITY</strong></td>
<td><strong>250</strong></td>
</tr>
</tbody>
</table>
### Operational Details - Vehicles

#### A. TYPE OF VEHICLE(S) AND EQUIPMENT
The Proponent shall provide information on the type of vehicle(s) and equipment to be utilized for the work specified in the RFP. Criteria to evaluate vehicle(s) and equipment include the Make & model of vehicles and the services to be provided by the Collection Vehicles

<table>
<thead>
<tr>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
</tr>
</tbody>
</table>

#### B. QUANTITY AND SIZE
The Proponent shall provide information on the quantity and size of the Collection Vehicles to be utilized for the Work described in the RFP. Criteria to evaluate the vehicles includes the following:
- Number of collection vehicles to carry out the Work as defined in the RFP
- Sufficient information provided on spare vehicles to carry out the work as defined in the RFP, including numbers and types to carry out the work as defined
- Capacity of Collection Vehicles
- Compartment capacity of Recycling Collection Vehicles (if applicable)

<table>
<thead>
<tr>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
</tr>
</tbody>
</table>

#### C. AGE
- Age of the vehicles to be used during the Contract

<table>
<thead>
<tr>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>50</td>
</tr>
</tbody>
</table>

#### D. FUEL AND ENVIRONMENTAL ISSUES
Incorporation of environmental considerations in the Proponent’s submission such as:
- Alternative Fuels
- Green fleet initiatives

<table>
<thead>
<tr>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>50</td>
</tr>
</tbody>
</table>

**TOTAL VEHICLES SCORE**

<table>
<thead>
<tr>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>300</td>
</tr>
</tbody>
</table>

### Operational Details – Work Plan

#### A. THE PROPOSED WORK PLAN
The Proponent shall provide information on the proposed Work Plan to be used for the services outlined in the RFP. Criteria to evaluate the Work Plan include the how service will be provided, estimated number of stops per route, etc.

<table>
<thead>
<tr>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
</tr>
</tbody>
</table>

#### B. ORGANIZATIONAL STRUCTURE AND STAFFING PLAN INCLUDING NUMBER OF STAFF

<table>
<thead>
<tr>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
</tr>
</tbody>
</table>

#### C. FLEXIBILITY OF WORK PLAN
- Flexibility to accommodate changes in legislation that potentially could change service delivery
- Flexibility to respond to fluctuations in recycling streams, in both quantity and type.

<table>
<thead>
<tr>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
</tr>
</tbody>
</table>

#### D. VEHICLE MAINTENANCE PLAN
- Information on Commercial Vehicle Operator’s Registration (CVOR)

<table>
<thead>
<tr>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>50</td>
</tr>
</tbody>
</table>

#### E. CONTINGENCY PLANS THAT ADDRESS:
- Bad weather resulting in inability to complete day’s route
- Road (including Highway 402) and/or bridge closures
- Collection vehicle failure resulting in inability to complete the day’s route.
- Labour Dispute by the Proponent’s employees or the employees of the subcontractor.
- Increased material quantities in early January due to Christmas holidays and longer period between collections due to the different day collection cycle.

<table>
<thead>
<tr>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>60</td>
</tr>
</tbody>
</table>

**TOTAL WORK PLAN SCORE**

<table>
<thead>
<tr>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>300</td>
</tr>
</tbody>
</table>
4. Operational Details – Proponent’s Facilities

A. The Proponent shall provide information on Facilities to be utilized for the Work specified in the RFP. The evaluation will consider the sustainability of the proposed Facilities, travel/response time for vehicle maintenance and contingency plans to address collection delays/response times if the Facilities are not located in the City. The evaluation will also consider if the Facilities satisfactorily meets the locations and size requires for the office(s) and yard for offices and yard for storage of the fleet.

TOTAL PROPOSENT’S FACILITIES SCORE 50

5. Proposal Quality

A. CLARITY
   The Proposal clearly identifies the scope of work offered and clearly describes how the Proponent proposes to satisfy the requirements set out in the RFP. All information is complete and presented in a clear, concise, and well-organized manner. The Proponent has provided a clear table of contents for proposal submissions and/or forms for completion particularly for significant elements.

   TOTAL PROPOSAL QUALITY SCORE 100

4.4 Overall Selection Process

An evaluation team, overseen by the City of Sarnia staff, will review all proposals received and score the proposals using a “consensus” approach, in relation to the criteria and points that are identified.

An award may be made solely on the basis of the proposals submission, without a meeting with the Proponent. However, one or more Proponents may be invited to attend a formal interview with the evaluation team, or to provide written clarification on their proposal.

4.5 Specific Requirements

Technical Submissions must include the following information for each part of Work being proposed. If the information differs between Parts, the exceptions or additional information must be so noted.

1. Experience & References
2. Staff Requirements
3. Subcontractors
4. Proponent’s Company Size
5. Vehicle Information
6. Work Plan
7. Proponent Facilities

4.5.1 Experience & References

The Proponent is to describe their general waste management experience in Ontario over the last ten (10) years that has prepared them to undertake waste management collection particularly recycling, garbage and yard waste services as specified in the RFP document (no more than one (1) page).
The following information is to be included for past and current waste management collection service contracts over the last ten (10) years. Please only include information for contracts. The City shall not be included in the list of previous or current contracts.

- Client Name, Address, Contact Name and Telephone number
- Services Provided including frequency of collection, number of units serviced, weekly tonnage collected
- Collection methods used (such as manual, semi- or fully-automated)
- Operational years and duration of the contract, including any contract extensions
- Vehicle information (such as number of and type of)
- Number of Employees
- Approximate annual value of the contract
- Involvement of sub-contractors, if applicable
- Additional information (such as management of contracts of similar size and scope)

The City reserves the right, in its absolute sole discretion, to contact one or more of the named contact persons to receive reference information for evaluation purposes. The City may also contact other representatives of the same company or organization for whom the work was performed by the Proponent. The City may contact representatives in municipalities that are not listed as references where the Proponent has held contracts. Where applicable, the City will also consider the prior record of the Proponent as a contractor to the City when evaluating reference information.

4.5.2 **Staff Requirements**

The Proponent is to include information on their management capabilities to perform the Work as specified in the RFP. The evaluation shall consider the experience of key management employees and the staffing requirements for the Contract. The following information must be included:

**Senior Executive Staff**

- Name(s)
- Experience/Professional Qualifications/Designations
- Responsibilities

**Contract Manager/Supervisor**

- Name(s)
- Experience/Professional Qualifications/Designations
- Responsibilities

**Designated Fleet Manager(s) & Route Supervisor(s)**

- Name(s)
- Experience/Professional Qualifications/Designations
- Responsibilities

**Contract Administrative Staff**

- Number of staff
- Responsibilities

**Collection Service Staff**

- Total number of staff, number of full-time employees, number of temporary employees, number of Collection Vehicle operators (drivers), number of collection staff (throwers)

4.5.3 **Subcontractors**

Proponents are to provide a listing of all subcontractors, their address and telephone number and the scope of work they will be performing for the Contract.

4.5.4 **Proponent’s Company Size**

The submission must provide a description of the Proponent’s company or organization which is to include the following information:
• Current waste management facilities in Canada;
• Current waste management facilities in Ontario;
• Current waste collection fleet size in Canada;
• Current waste collection fleet size in Ontario, and
• Any additional information that may be relevant.

4.5.5 **Vehicle Information**

The following information is required in regards to the quantity and size of vehicles to be used in performing the Work specified in the RFP. If the fleet differs between the Parts of Work (A through D) the differences need to be clearly identified.

**Collection Vehicles:**

- Make(s)
- Model(s)
- Type

**Total number of Collection Vehicles:**

- Total number of used Collection Vehicles in the proposed fleet (excluding spares). Please include the age of these Collection Vehicles as of the start of the contract.
- Total number of spare Collection Vehicles to be available to carry out the work; indicate the age of each spare vehicle as of the start of the contract.
- Number of other vehicles to be used to carry out the work (such as pick-up trucks for Route Supervisors)
- List and describe any other equipment to be used to carry out the work
- If applicable, capacity of fibre and container compartments of the Recycling Collection Vehicles (expressed in cubic yards)
- Overall maximum capacity of Collection Vehicles for each service (expressed in cubic yards) and the approximate material density taking into account compaction, if compaction vehicles are to be used
- Describe any green fleet initiatives to be used in carrying out the work
- If alternative fuels are to be sued in carrying out the work, indicate which fuel will be used
- Additional information

4.5.6 **Work Plan**

A detailed Work Plan must be included for all Parts of Work identified in the RFP. The Work Plan should include but is not limited to the following information:

- Description of the implementation schedule, including but not limited to, Collection Vehicle purchase timeframe, staff hiring, etc.
- Description of how service will be provided, estimated number of routes, estimated number of trucks per routes, estimated number of trucks for each zone and estimated number of stops.
- Staffing plan including the number of staff, their roles and responsibilities and reporting relationships.
- Description of the Vehicle Maintenance Plan including but not limited to all items listed on the CVOR reports (i.e. vehicle service requirements, frequency of service, etc.)
- Flexibility of Work Plan. Outline how your company will accommodate a variation in quantity and, or type of material collected or changes in legislation affecting collection, etc. Historically the City sees increased quantities around the holidays due to longer periods between collections due to the different day collection cycle (i.e. early January due to Christmas)
- Contingency Plan. Outline method(s) to deal with situations including:
  - Labour disputes, etc., and emergency (ice storms, natural disasters)
  - Bad weather resulting in poor driving conditions and subsequent inability to complete day’s route
  - Collection vehicle failure resulting in inability to complete the day’s route

4.5.7 **Proponent Facilities**

Proponents are to describe the facilities to be utilized for the work specified. Information such as location and size should be included for the office, yard (for fleet storage), vehicle maintenance and any other facilities to be used for the contract. Additionally, specify if the facility is owned or leased.
Section 5

Definitions
5. Definitions

In this RFP, the following definitions apply.

The tables, packages and appendices that are referred to in the definitions are described elsewhere in this RFP.

The word “shall” will be construed as imperative and the word “may” as permissive.

Aamjiwnaang First Nation means the Aamjiwnaang First Nation located in the southern portion of the City of Sarnia.

Aluminum Food & Beverage Cans means all cleaned aluminum food and beverage containers.

Aluminum Foil means all pie plates, tart containers, TV dinner trays, roasters, and household aluminum foil (not contaminated with food).

Approved Recycling Container means the container(s) the City has approved for usage by participants in the Curbside Program.

Approved Containers as specified in Section 8.10 and 8.11 and per Appendix D, By-Laws.

Aseptic Containers means any multi-layered beverage and food box container.

Boxboard means single layer paperboard packaging such as cereal and shoe boxes.

Bidder or Proponent means the Company or Companies submitting a proposal in response to this RFP.

Brush means tree limbs, branches, hedges, etc cut no longer than four (4) feet long by four (4) inches in diameter; may be set out for collection in rigid, reusable, open top containers or in Kraft Paper bags or tied in bundles.

Bulk Items include, but are not limited to: Furniture, beds, mattresses, box springs, couches, non-metal tables, Building materials, dog houses, kitchen cabinets (wooden), picnic table (wooden), fencing (wooden).

Certificate of Approval means all Certificates of Approval or Provisional Certificates of Approval issued by the MOE to the Contractor.

City Clerk means the person for the time being filling the office of Clerk for the Corporation of the City of Sarnia or the person then acting as such.

City or Corporation means the Corporation of the City of Sarnia, and where used, inclusive of the partnering municipalities of St. Clair Township, Village of Point Edward, Enniskillen Township and Aamjiwnaang First Nation.

City Engineer means the person appointed by Council of the Corporation of the City of Sarnia to the position of City Engineer for the Corporation of the City of Sarnia, or any other person authorized by the City Engineer to act on his/her behalf.

1. For the purposes of this RFP, City Engineer refers, in general, to the person to be appointed by the City to manage the Contract.

2. Should this RFP be awarded to a single Contractor to provide all of the services to all of the participating municipalities, the City Engineer will be appointed. Should this RFP not be awarded by all participating municipalities, the individual municipality(ies) will appoint their own contract manager respectively.

City Solicitor means the person for the time being filling the Office of Solicitor for the Corporation or the person then acting as such.

Collection Vehicles means the vehicles used to collect Recyclable Material, Garbage and Yard Waste.

1. The Recycling Collection Vehicles to be used for the performance of the recycling collection service must have fully enclosed steel bodies to prevent loss or spillage of Recyclables. Collection Vehicles must also be mounted on an adequate truck chassis, and they must be capable of loading and unloading Recyclables (at the Curbside residential complexes, Municipally Approved Locations and at the Material Recovery Facility). Both automated and non automated Recycling Collection Vehicles are allowed.

2. The Packer Collection Vehicles to be used for the performance the garbage and yard waste collection service must be mounted on an adequate truck chassis, and they must be capable of loading and unloading garbage and yard waste (at the Curbside, residential complexes and Municipally Approved Locations as well as the Landfill and composting facility(ies)).
Completion of the Work means the time stipulated in the Contract Documents for the Contract to be dissolved between the Contractor and the City of Sarnia, including any extension of the Contract term made pursuant to the Contract Documents.

Compostables refers to all items acceptable as Yard Waste, Brush and Christmas Trees.

Composting Facility (for yard waste) means the City of Sarnia composting site located at 333 St. Andrews Street, Sarnia facility.

Conditions means all written material or printed descriptions outlining the conditions to which the Work, in compliance with the Specifications, is to be carried out under this Contract.

Contamination means the presence of any item or material not accepted in either the recycling and yard waste program as specified in this RFP and acceptable recyclable material in the incorrect stream (i.e. fibre products in the container stream and container products in the fibre stream).

Consumer Price Index or CPI means the Consumer Price Index for Ontario, all items (excluding gasoline), as published by Statistics Canada or a comparable successor to such price index should the Consumer Price Index for Ontario, all items excluding gasoline, be discontinued in its present form.

Contract means

1. The executed Legal Agreement between the City and the Contractor, the Form of Proposal, Contract Maps/Drawings, addenda incorporated in a Contract Document before the execution of the Agreement, such other documents as may be listed in the Agreement and subsequent amendments to the Contract Document made pursuant to the provisions of the Legal Agreement.

2. The agreement covering the performance of the Work, including the supply of any and all work, labour, implements and materials that could reasonably be required properly and satisfactorily to complete the Work to be performed and also includes all Contract documents, the plans, specifications, contract bond and any written supplementary agreements that may be made in order to ensure the completion of the Work in an acceptable manner.

Contract Prices means the prices set out in the Form of Proposal for which the Contractor will perform the Work.

Contractor or a pronoun in place thereof means the Proponent or Proponents to whom the Contract has been awarded and who has undertaken to carry out the work as per the Project Specifications and the Form of Proposal. Contractor will be used interchangeable with Successful Proponent throughout the RFP.

Corrugated Cardboard or Old Corrugated Cardboard (OCC) means any paperboard product which consists of a rippled paper insert with paper liners bonded to the outside of the product.

Council means the Council of the Corporation of the City of Sarnia.

Curbside Collection Service means the service that commences at the street curb in front of a residence, residential complex, or other establishment, as specified in the Project Specifications.

Demonstration Project means projects which explore alternative collection systems or methods designed to minimize the cost, increase the convenience and/or improve the Programs within Sarnia’s Solid Waste Management System.

Designate means the person for the time being who has been appointed to act on behalf of the City by the City Engineer for the purpose of administrating this proposed Contract.

Empty Paint Cans means any empty paint can with or without dried residue (lid removed), and falls within the meaning of the definition “empty container” in the regulations made under the Province of Ontario’s Environmental Protection Act.

Empty Aerosol Cans means empty steel aerosol containers

End Market means the purchaser or receiver of the Recyclable Materials.

End Market Specifications means the specifications for marketing Recyclable Materials as designated by the purchaser of the Recyclable Materials or as defined by the Institute of Scrap Recycling Industries, Inc.’s Scrap Specifications Circular (current year).

Enniskillen Township means the Corporation of the Township of Enniskillen (excluding the Towns of Petrolia and Oil Springs).

Equipment means all machinery, equipment and vehicles used for preparing and executing the Work.
Ferrous Metal means all steel food and beverage cans, paint cans and empty aerosol cans.

Film Plastic means grocery bags, milk bags, milk pouches and other retail bags made of a thin flexible sheet, which does not hold a particular shape when unsupported and is sometimes marked with SPI code #4 or #2.

Fine & Mixed Paper means computer paper, all white and coloured ledger paper, which includes writing pad paper, letterhead, reports, business forms, copy paper and scratch pads, flyers, envelopes, advertising mail, fibre egg cartons, paper cores, books, Kraft paper and other clean paper packaging.

Gable Top Cartons includes any folding top paper beverage or food container.

Garbage means solid, discarded materials other than: bulk items, hazardous waste, yard waste, liquid waste, organic waste, pathological waste, recyclable materials and white goods.

Glass Bottles & Jars includes all glass food and beverage bottles and jars. This will include some Liquor Control Board of Ontario (LCBO) glass.

Hauler or Collector means the companies contracted by the City of Sarnia to collect and deliver materials to the processing facilities approved by the City.

Hazardous Waste means waste that is a: hazardous industrial waste, acute hazardous waste chemical, hazardous waste chemical, severely toxic waste, ignitable waste, corrosive waste, reactive waste, radioactive waste, pathological waste, leachate toxic waste (all as defined in Ontario Regulation 347, R.R.O. 1990), explosive waste and Polychlorinated Biphenyl (PCB) waste (as defined in Ontario Regulation 362, R.R.O. 1990). This definition includes a mixture of any of the above or any other waste identified as hazardous waste in any provincial or federal statute, regulation or order in council or otherwise from time to time

HDPE #2 Plastic Bottles, Jugs & Tubs means High Density Polyethylene plastic bottles, jugs and tubs with SPI code 2.

HDPE #2 Plastic Food, Beverage & Liquid Containers means High Density Polyethylene plastic food, beverage and liquid containers with SPI code 2.

In Writing means a form of communication that requires a permanent record such as fax, email or letter.

Inspector means the person or persons appointed by the City of Sarnia to be responsible for inspecting the quality and performance of the Contractor in undertaking the Work.

LCBO Container means any container or package in which alcoholic beverages are sold by the Liquor Control Board of Ontario.

LDPE means Low Density Polyethylene plastic sometimes marked with SPI Code #4. This plastic can either be a rigid or film.

LDPE #4 Plastic Bottles, Jugs & Tubs means Low Density Polyethylene plastic bottles, jugs and tubs with SPI code 4.

LDPE #4 Plastic Food, Beverage & Liquid Containers means Low Density Polyethylene plastic food, beverage and liquid containers with SPI code 4.

Liquid Waste means any material defined as liquid waste in Ontario Regulation 347, R.R.O. 1990

Magazines & Catalogues means all magazines and catalogues bound with glue or stapled along the spine.

Manager or designate, means he/she who is authorized to act on the City’s behalf.

Metal Food and Beverage Containers means all steel and aluminum food and beverage cans and containers.

Material Recovery Facility (MRF) means a facility that accepts Recyclable Material, as defined in this RFP, makes provision to remove contaminants from said recyclables, manually and mechanically sorts the recyclables and prepares recyclables for end markets.

Missed Collection means that 14 of stops, or less, have been missed off of an individual driver’s Route.

Missed Route means that 15 of stops, or more, have been missed off of an individual Driver’s Route.

Mixed Plastic includes PETE, HDPE, PVC, LDPE (rigid and film), PP, PS, and Other.

MOE means the Ontario Ministry of Environment.

Newsprint means all newspapers including the inserts that are delivered therein.
**Organic Waste** means animal and vegetable waste excluding any household pet waste and including, but not limited to, the following kitchen, yard and other source separated organic waste materials:

1. Baked goods, bone, coffee filter and grounds, tea bags, dairy products, eggs, grains, meat, fish, poultry, pasta, vegetables, fruit peelings, and nut shells;
2. Leaf and Yard waste, grass clippings, plants, leaves, flowers and vegetable garden waste;
3. Soiled newspaper, paper bags, greasy pizza boxes, paper towels and microwave popcorn bags

**Other #7 Plastic Food, Beverage & Liquid Containers** means any layered plastic food, beverage and liquid container with SPI code 7.

**Parts** refer to the groupings of Work as described in Section 1 of this RFP (i.e., Parts A through E). Contractors will collect all Recyclable Materials, Garbage, Yard Waste as stipulated by this RFP for the Parts of Works that are awarded to the Successful Proponent(s).

**Per Stop Price** means the cost to provide services to households, businesses, etc as specified by the RFP.

**PET #1 Plastic Bottles, Jugs &Tubs** means Polyethylene Terephthalate plastic bottles, jugs and tubs with SPI code 1 (excludes rigid clamshell containers).

**PET #1 Plastic Food, Beverage & Liquid Containers** means Polyethylene Terephthalate plastic food, beverage and liquid containers with SPI code 1 (includes rigid clamshell containers).

**Polycoat Containers** means any paper-based carton packaging for beverage and food products. Polycoat cartons are made of bleached paperboard and polyethylene and some varieties (i.e., aseptic Polycoat containers) have a micro-thin layer of aluminum foil in the middle.

**PP #5 Plastic Bottles, Jugs & Tubs** means clean Polypropylene plastic bottles, jugs and tubs with SPI code 5.

**PP #5 Plastic Food, Beverage & Liquid Containers** means clean Polypropylene plastic food, beverage and liquid containers with SPI code 5.

**Proponent** means the Company and Company representative(s) submitting the Proposal(s) for the Work defined by this Contract.

**PS #6 Plastic Food, Beverage & Liquid Containers** means clear, rigid polystyrene plastic materials such as those used for food, beverage and liquid containers such as cups, plates, food trays with SPI code 6.

**PVC #3 Plastic Food, Beverage & Liquid Containers** means clean Polyvinyl chloride plastic food, beverage and liquid containers with SPI code 3.

**RFP** means Request for Proposal.

**Recyclable Materials or Recyclables** means those materials listed within the Materials to be collected Section 8 and Appendix E.

**Residues** means waste generated from the processing operation or any other non-hazardous solid material that is not processed or is not disposed of as Recycled Materials and that may be disposed of at any approved landfill located in the City of Sarnia according to the Certificates of Approval issued from time to time to the operators of those facilities pursuant to the *Environmental Protection Act* (Ontario).


**Rigid Container** means a permitted recycling container which includes rigid plastic or metal containers that residents may use to contain Recyclable Materials at the Curbside. Examples of Rigid Containers are laundry baskets, pails, crates and tubs. In its communication with residents, the City will promote the use of Blue Boxes and will not promote the use of Rigid Containers.

**Roadway** means the part of a street improved, designed or ordinarily used for vehicular traffic.

**Route** means the pre-established number of stops, served in the same sequence, by the same Collection Vehicle each collection cycle. The geographic area (i.e. the number of streets) along with the number and sequence of stops to be serviced by each individual Collection Vehicle will be those established by the City Engineer / Designate in conjunction with the Successful Proponent prior to the launch of the Contract.

“**Site**” means the physical location of the MRF, landfill, composting site or transfer station.

**Small Commercial Establishment** means any place other than a Residential Property and includes retail outlets, schools, daycares, churches, restaurants and other places of business that put out Waste or Recyclable Material for
curbside collection and which meets the City’s objective of 5 Lifts of Waste per Week, per Small Commercial Establishment and any other requirement established by the City of Sarnia.

**Specifications** means all written material or printed descriptions or instructions pertaining to the method and manner of performing the Work, or to the quantities and qualities of the works to be carried out under the Contract.

**Special Consideration Collection (SCC)** means the service provided for residents physically unable to set their materials at the Curbside for collection. Collection operators will assist these residents by collecting recyclables from a location on their property mutually agreed upon by the City and the resident (e.g., just outside a resident’s front or side door). The collection operator will return all collection containers to the agreed upon location.

**SPI Code** means the **Society of Plastics Industry** voluntary coding system for plastic that identifies bottles and other containers, packaging and products by predominant polymer type to assist in the sorting of plastic.

**Spiral Wound Containers** (also called composite containers) are food containers with metal ends with a spiral wound body made of paper and various other materials.

**St. Clair Township** means the Corporation of the Township of St. Clair.

**Steel Food & Beverage Cans** means all steel food and beverage cans, empty steel paint cans with lids removed.

**Stop** means a dwelling, building or place of business separately assessed regardless of whether it is occupied or not, as determined from the Municipal Property Assessment Corporation listings.

**Street** means a highway, road, lane, avenue, court, boulevard, square, place, crescent or other public way under the jurisdiction of the City.

**Subcontractor** means a person, partnership or City of Sarnia undertaking the execution of part of the Work by virtue of an agreement with the Contractor.

**Supervisor** means the Contractor’s authorized representative in charge of the Work.

**Successful Proponent** or a pronoun in place thereof means the Proponent(s) to whom the Contract has been awarded and who has undertaken to carry out the Work as per the Project Specifications. Successful Proponent will be used interchangeable with Contractor.

**Telephone Books** mean all telephone directories.

**Proposal Document** means the RFP in its entirety including any addenda.

**Tubs and Lids** means a mixture of plastic tubs made of PP, LDPE and HDPE and some PS. Margarine, yogurt, cottage cheese and ice cream are examples of foods sold tubs.

**Village of Point Edward** means the Corporation of the Village of Point Edward.

**Work** means the total operations and related services required by the Contract Documents.

**Waste** has the same meaning as **Garbage**.

**Waste Collection Receptacles** means metallic or plastic cans, polyethylene bags and metal bins.

**White Goods** includes, but is not limited to, the following: water tanks, bathtubs, metal sinks, air conditioners, barbeques, large metal appliances (Freon removed), all miscellaneous metals including but not limited to: furnaces, metal sinks, metal siding, bikes.

**Work or Works** (Unless the context requires a different meaning) means the whole of the Works, materials, matters and things required to be done or supplied, mentioned, or referred to in the Contract, including all extra or additional work or material, matters or things which may be ordered by the City Engineer as herein provided.

**Yard Waste** means material designated from time to time by the City Engineer as compostable and for which alternative collection regulations apply. Yard material shall include grass, garden trimmings, leaves, and vegetable and plant matter; may be set out in rigid, reusable, open-top containers, Kraft Paper bags, certified compostable bags or clear, plastic bags.

**Yard Material Collection Receptacles** means metallic or plastic reusable containers, paper yard waste bags, and translucent certified compostable bags and translucent polyethylene bags.

The words **authorized, directed, required, requested, approved, ordered, sanctioned, and satisfactory**, unless some other meaning is obvious from the context, shall mean respectively authorized, directed, required, requested, approved, ordered, or sanctioned by or satisfactory to the City Engineer.
Section 6

Terms of Reference
6. Terms of Reference

6.1 Background

This RFP is jointly issued by five (5) participating municipalities: The City of Sarnia, St. Clair Township, Village of Point Edward, Enniskillen Township (excluding the Towns of Petrolia and Oil Springs) and Aamjiwnaang First Nations (Former Chippewas of Sarnia). Collectively and throughout this RFP, unless otherwise specified, the participating municipalities are referred to as ‘City’.

This project involves the provision of collection services from all residential single family households and all specified multi-family and Industrial, Commercial and Institutional establishments described in this RFP. Specifically, proposals are sought for the:

- Collection of Blue Box recyclable materials for delivery to Waste Management of Canada facility located at 4485 Progress Drive, Petrolia
- Collection of Waste for delivery to the Waste Management of Canada landfill located at 4052 Oil Heritage Road, Petrolia; and
- Collection of Yard Waste, Brush and Christmas Trees for delivery to the City of Sarnia’s composting site located at 333 St. Andrew’s Street, Sarnia.

Each of the participating municipalities is seeking slightly different collection services. The following table outlines the collection services required:

<table>
<thead>
<tr>
<th>Sarnia</th>
<th>Point Edward</th>
<th>St. Clair</th>
<th>Enniskillen</th>
<th>Aamjiwnaang First Nation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recyclables</td>
<td>Recyclables</td>
<td>Recyclables</td>
<td>Recyclables</td>
<td>Recyclables</td>
</tr>
<tr>
<td>Garbage</td>
<td>Garbage</td>
<td>Garbage</td>
<td>Garbage</td>
<td></td>
</tr>
<tr>
<td>Yard Waste</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For each of the participating municipalities, refer to Section 8 and Appendix C for additional information on their current collection programs.

6.2 Enniskillen Township

Enniskillen Township is participating in this RFP as a provisional member. Enniskillen Township will not be entering into a contract for collection services until the earlier of its Council’s direction or the closure of the Petrolia landfill and reserves the right to enter into this contract at any time during the contract term. It is a requirement, however, of this RFP that Bidders submit a bid price for servicing the Work for Enniskillen Township. At this time, it is anticipated that the Petrolia landfill will close in 2019.

For the purposes of Bid preparation, Proponents are to assume that Enniskillen will require collection services as of the Contract Start Date.

If Enniskillen does not elect to Opt In but rather decides to Opt In at a later date, negotiations will be held a minimum one (1) year in advance of the planned Opt In date.

6.3 Opting In and Out

It is envisioned that all of the participating municipalities will award a single contract as a result of this RFP to a single contractor. However, Proponents are to recognize that each of the participating municipalities may elect to award a contract separately based on the Bids received.

If it is determined to be in the best interest of any participating municipality, to award a contract separately for their jurisdiction from the rest of the participating municipalities, they reserve the right to do so. Should this happen, the Bidder would be able to enter into a separate agreement with the respective municipality(ies) and work with a separate contract manager(s) than the City Engineer.

6.4 Other Potential Participating Municipalities

Proponents are advised that other municipalities may elect to join the partnership during the term of the contract. Should this occur, the City, Contractor and joining municipality will agree to enter into negotiations for collection services at a unit price acceptable to all parties. Specifically, a fundamental requirement of the negotiations will be to review and adjust the then current per unit price to identify and agree to mutual benefits in response to enlarging the service area.
6.5 Collection Routes and Co-collection

Appendix B outlines the current collection route/map within each municipality. Proponents may propose to utilize the current routes or propose alternative routing.

Proponents are advised that should an alternative routing be proposed, it does not need to be constrained by municipal boundaries. However, where possible, Proponents are to propose routes that prescribe at a minimum that residents are to set out for collection Blue Box Recyclables and Garbage on the same collection day.

Proponents are advised that the City is interested in receiving proposals that maximize the efficiency of the Contractor’s vehicles. In this regard, the City will accept proposals that identify co-collection opportunities.

6.6 Part A: Blue Box Recycling Collection Service

The Work to be done under this Part shall consist of the supply of all materials, vehicles, facilities, equipment and labour necessary for the operation of recycling collection services.

It is expected that the proposed approach for the collection of recyclables includes the management of materials in a manner that minimizes the cost to the City by establishing an efficient collection that minimizes contamination, maximizes diversion rates as well as revenues. Without in any way limiting the scope of the foregoing, the Successful Proponent shall:

1. Collect the recyclables from all specified locations;
2. Deliver all recyclables to 4485 Progress Drive, Petrolia
3. Maintain a comprehensive reporting program to the City, on a monthly basis, or as required by the City, concerning all collection program operations.

The table below summarizes the estimated annual quantities of recyclables from the participating municipalities:

<table>
<thead>
<tr>
<th>Material Type</th>
<th>Total Tonnes</th>
<th>% of Fibre</th>
<th>% of Containers</th>
<th>% of Total Recyclables</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clear Glass</td>
<td>153</td>
<td>14.3%</td>
<td>2.9%</td>
<td></td>
</tr>
<tr>
<td>Mixed Coloured Glass</td>
<td>298</td>
<td>27.8%</td>
<td>5.7%</td>
<td></td>
</tr>
<tr>
<td>Steel</td>
<td>209</td>
<td>19.5%</td>
<td>4.0%</td>
<td></td>
</tr>
<tr>
<td>Aluminum</td>
<td>65</td>
<td>6.1%</td>
<td>1.2%</td>
<td></td>
</tr>
<tr>
<td>PET</td>
<td>197</td>
<td>18.4%</td>
<td>3.7%</td>
<td></td>
</tr>
<tr>
<td>HDPE</td>
<td>126</td>
<td>11.7%</td>
<td>2.4%</td>
<td></td>
</tr>
<tr>
<td>Gable top / Polycoat</td>
<td>19</td>
<td>1.8%</td>
<td>0.4%</td>
<td></td>
</tr>
<tr>
<td>Mixed Plastics</td>
<td>Negligible</td>
<td>NA</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>Tubs &amp; Lids</td>
<td>6</td>
<td>0.6%</td>
<td>0.1%</td>
<td></td>
</tr>
<tr>
<td>Containers Subtotal</td>
<td>1,073</td>
<td>100.0%</td>
<td>20.4%</td>
<td></td>
</tr>
<tr>
<td>News #8 (ONP8)</td>
<td>2,639</td>
<td>67.1%</td>
<td>50.2%</td>
<td></td>
</tr>
<tr>
<td>Cardboard (OCC)</td>
<td>1,296</td>
<td>32.9%</td>
<td>24.6%</td>
<td></td>
</tr>
<tr>
<td>Boxboard (OBB)</td>
<td>Included in OCC</td>
<td>NA</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>Mixed Fibre</td>
<td>Included in ONP8</td>
<td>NA</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>Fibre Subtotal</td>
<td>3,935</td>
<td>100.0%</td>
<td>74.8%</td>
<td></td>
</tr>
<tr>
<td>Contamination</td>
<td>250</td>
<td></td>
<td>4.8%</td>
<td></td>
</tr>
<tr>
<td>Recycling Totals</td>
<td>5,258</td>
<td></td>
<td>100.0%</td>
<td></td>
</tr>
</tbody>
</table>

These quantities are provided to give Proponents an indication of the general magnitude of the work and provide a basis for evaluating Proposals. The City in no way warrants or guarantees that such quantities will be collected and expressly disclaims any liability, whatsoever, arising from reliance or non-reliance on the data. The approximate percent tonnage allocation for the participating municipalities is as follows:

- Sarnia and Point Edward: 83.7%
- Enniskillen Township: 2.0%
- St. Clair Township: 13.9%
- Aamjiwnaang First Nation: 0.4%
6.7 Part B: Garbage Collection Services

The Work to be done under this Part shall consist of the supply of all materials, vehicles, facilities, equipment and labour necessary for the operation of garbage collection services.

In all cases it is expected that the proposed approach for the collection of Garbage includes the management of the material in a manner that minimizes the cost to the City by establishing an efficient collection system. Without in any way limiting the scope of the foregoing, the Successful Proponent shall:

1. Collect the Garbage from all specified locations;
2. Deliver all collected Garbage to the landfill located at 4052 Oil Heritage Road, Petrolia, or such location as the City Engineer may, in writing, designate.
3. Maintain a comprehensive reporting program to the City, on a monthly basis, or as required by the City, concerning all collection program operations.

The approximate tonnage and percent allocation for the participating municipalities is as follows:

- City of Sarnia: 20,000 tonnes or 75.2%
- Enniskillen Township: 1,000 tonnes or 2.0%
- St. Clair Township: 4,800 tonnes or 18.0%
- Village of Point Edward: 800 tonnes or 0.4%

These quantities and percentages are provided as an indication of the general magnitude of the work and provide a basis for evaluating Proposals. The City in no way warrants or guarantees that such quantities will be collected and expressly disclaims any liability, whatsoever, arising from reliance or non-reliance on the data.

6.8 Part C: Yard Waste Collection Services

The Work to be done under this Part shall consist of the supply of all materials, vehicles, facilities, equipment and labour necessary for the operation of yard waste collection services within the participating municipalities for all Curbside, single family residences and de-bag the collected material at the composting site.

In all cases it is expected that the proposed approach for the collection of Yard Waste includes the management of these materials in a manner that minimizes the cost to the City by establishing an efficient collection system. Without in any way limiting the scope of the foregoing, the Successful Proponent shall:

1. Collect the Yard Waste from all specified locations;
2. Deliver all collected Yard Waste to the composting site located at 333 St. Andrews Road, Sarnia or such location as the City Engineer may, in writing, designate;
3. Manually debag all material delivered to the composting site in clear, plastic bags and certified compostable bags; and
4. Maintain a comprehensive reporting program to the City, on a monthly basis, or as required by the City, concerning all collection program operations.

If Yard Waste (excluding brush) is set out in clear, plastic bags or in Certified Compostable bags, the Contractor is required to debag when tipped at the City’s composting site and follow the Standard Operating Procedure (SOP) outlined in Appendix E. Brush is not permitted to be set out in plastic or compostable bags. Debagging of Yard Waste or Brush will not be required if it is set out in Kraft Paper bags, rigid, open top containers or tied/bundled.

The approximate tonnage allocation for the participating municipalities is as follows:

- City of Sarnia: 6,200 tonnes or 93.6%
- St. Clair Township: 423 tonnes or 6.4%

These quantities and percentages are provided as an indication of the general magnitude of the work and provide a basis for evaluating Proposals. The City in no way warrants or guarantees that such quantities will be collected and expressly disclaims any liability, whatsoever, arising from reliance or non-reliance on the data.

6.9 Part D: Curbside Recycling, Garbage and Yard Waste Collection Services

This part includes all work as described under Sections 6.6 (Option 1 or 2) through 6.8. Without in any way limiting the scope of the foregoing, Proponents are instructed submit:

1. A proposal for each of the participating municipalities individually; and
2. A separate proposal for providing the collection services to all of the participating municipalities.

The City envisions awarding a single contract as a result of this RFP to a single Contractor. However, Proponents are advised that the City may elect to award separate contracts to separate Contractors for separate Parts of the work.
Section 7

Collection Schedule
7. Collection Schedule

7.1 Current Collection Schedule

The current collection schedule in each municipality is shown on the maps found in Appendix B.

No collection shall be made on identified Statutory Holidays (refer to Section 7.3). Collections may be made on Saturday’s if a statutory holiday falls during the week. On Statutory Holidays, the collection day will be shifted forward one (1) day. Collections are to be made on all days not identified as Statutory Holidays.

The Contractor(s) shall bear, at his own expense, such additional overtime rates for extra forces and provisions as may be required to provide the same frequency of collection during weeks in which Statutory Holidays occur, except as otherwise arranged and approved by the City Engineer.

Should any changes to the current collection schedule be required, the City and the Successful Proponent will work cooperatively to inform the residents. In such a case, the Contractor will be required to deliver notices to all residents where there is a change in the collection day and this will be done at least three (3) weeks before the start of the contract. All other advertising will be done by the City.

7.2 Possible Weekly Collection Schedule

Based on the proposals received, the City may elect, in its sole option, to adopt a weekly collection schedule for recyclables.

7.3 Statutory Holidays

For the purpose of this Contract, Statutory Holidays are defined as Christmas day and New Year’s Day only. No collections will be performed on these dates and the collection schedule will shift forward one (1) day. Collections are to be performed on all other days, including dates recognized by the Province of Ontario as holidays, including but not limited to:

- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- August Civic Holiday
- Labour Day;
- Thanksgiving Day;
- Boxing Day

7.4 Holiday Schedule Accommodation

The City notifies residents of the Statutory Holiday schedule through the waste collection calendar.

Historically, the volume and weight of recyclables and garbage increases during the Christmas - New Year’s holiday period. Contractors must ensure adequate collection capacity.

7.5 Hours of Work

The Contractor will conduct operations so as not to create a nuisance or disturb the peace unnecessarily. Collection Vehicles may not collect materials prior to 7:00 a.m.

The hours of collection in any Downtown Business Improvement Area are restricted from 7:00 a.m. to 8:00 a.m.

In the case of recycling collection, collection must be completed by 5:00 p.m. and the recyclables must be unloaded at 4485 Progress Drive, Petrolia prior to 7:00 p.m. The site is open to receive on Saturday’s from 7:00 a.m. to 5:00 p.m.

In the case of garbage collection, collection must be completed by 3:00 p.m. Monday through Friday and the garbage unloaded at the landfill located in Petrolia by 4:00 p.m. The landfill is not open to receive on Saturday's.

In the case of Yard Waste, collection must be completed by 5:00 p.m. and the material unloaded at 333 St. Andrew's Street, Sarnia prior to 6:00 p.m. The site is not open to receive on Saturday's.

Whenever the Contractor desires to depart from the normal working hours specified above (e.g. to compensate for weather conditions), approval from the City Engineer / Designate must be obtained. No Saturday or Sunday work will be permitted except in the case of an emergency or if directed by the City Engineer / Designate.

Whenever, in the judgment of the City Engineer / Designate, it may be necessary or expedient to do additional work from the day collection service at night, on Saturdays, Sundays, holidays or before or after the normal work day, such night or overtime work shall be performed by the Contractor without additional or extra cost to the City.
Section 8

Collection Programs and Policies
8. **Collection Programs and Policies**

The recyclable materials accepted by the receiving facility are shown below. The listing below, however, does not obligate the City or any of the participating municipalities to instruct their residents to set out these materials for collection if they are not already considered acceptable materials by their respective current programs. However, Proponents are advised that the following material types may be set out for collection and would be acceptable.

<table>
<thead>
<tr>
<th>Fibres</th>
<th>Containers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Newspapers</td>
<td>Plastic bottles and Jars</td>
</tr>
<tr>
<td>Old Corrugated Cardboard (less than 4 feet in any dimension)</td>
<td>Plastic Tubes and Lids</td>
</tr>
<tr>
<td>Office Papers</td>
<td>Gable Top and Tetra containers</td>
</tr>
<tr>
<td>Boxboard (cereal box and shoe box type fibre)</td>
<td>Aluminum and Tin cans (with lids)</td>
</tr>
<tr>
<td>Magazines</td>
<td>Aluminum Plates and Trays</td>
</tr>
<tr>
<td>Phone Books</td>
<td>Empty Aerosol cans</td>
</tr>
<tr>
<td></td>
<td>Glass Bottles and Jars</td>
</tr>
<tr>
<td></td>
<td>Metal lids from bottles and Jars</td>
</tr>
<tr>
<td></td>
<td>Mixed Plastic Containers (#1-7) less than 1 Litre</td>
</tr>
<tr>
<td></td>
<td>Plastic Bags</td>
</tr>
</tbody>
</table>

The receiving facility accepts recyclable Fibre materials set out in a box, cart, bag or in a bundle. If Fibres are set out in a bag, the bag is not to be tied nor contain shredded paper. The receiving facility accepts recyclable Containers set out in a box or cart.

The current collection programs and policies for each of the participating municipalities are described in the following sections and Appendices.

**8.1 City of Sarnia**

The City of Sarnia requires the collection of recyclables, garbage and yard waste.

**Recycling**

The City currently provides bi-weekly collection to all single family residences (including trailer parks) separated into two (2) zones. Weekly collection is provided to selected multi-family residences, selected business locations and trailer parks. Curbside recycling collection is to be provided to all single family, multi-family and commercial properties that set out materials in an acceptable manner, as defined by the City’s by-law and this RFP.

The current recycling program is dual stream where fibres are to be either bundled or placed into an open top recycling box or rolling cart and containers are to be placed into a separate, open top recycling box or rolling cart. Exceptions to this are allowed for specific residents that have specific needs (i.e. disabled individuals) whereby they may set recyclables out (both fibres and containers) in clear transparent bags. As well, shredded paper is permitted to be set out as an acceptable fibre in clear, transparent bags.

Further information on the recycling program, including the locations requiring collection, are in Appendix C.

**Garbage and Bulk Items**

The City currently provides weekly collection to all single family (including trailer parks), multi-family and businesses. Curbside garbage collection is to be provided to all single family, multi-family and commercial properties that set out materials in an acceptable manner, as defined by the City’s by-law and this RFP.

Effective July 1, 2012, the garbage bag/container limit will be three (3) per single family residence (defined as having less than six (6) units on a single property and excluding Bulk Items). For multi-family locations (defined as having seven (7) or more units, they do not receive curbside collection and require front end bin service. For businesses that receive curbside collection, the garbage bag/container limit is six (6), excluding Bulk Items. Not all businesses in the City receive curbside service. The weight limit for garbage bag/container is 22 kg (48 lbs) and the size limit is 66cm x 91cm (24”x26”). For clarity, a building with four (4) residential units may set out up to twelve (12) bags.
The Contactor is required to ensure that all garbage set out for collection above the three (3) bag/container limit is properly tagged and if it is not, it is not to be collected. All improperly tagged garbage left behind is to be documented and reported daily noting the location of the uncollected garbage. Improperly tagged garbage includes: untagged garbage or items that over the weight limit of 22 kg (does not apply to Bulk Items) as well as over filled garbage. Garbage tags affixed to containers must be removed from the container after the garbage has been emptied. When directed by the City, the Contractor will return to remove tags that have been left on containers at the Contractor’s expense.

Bulk items include: beds and box springs; chairs, couches, furniture, carpet and white goods and other items designated by the City. Effective July 1, 2012, collection of Bulk Items will be once per month occurring in the first full week of the month.

Proponents are advised they are responsible to invoice the owner of all multi-family properties that have an agreement with the City for waste collection for the front end bin lift costs and the monthly rental of the front end bin(s). Front end bin collection varies by location (i.e. from up to three-times weekly to once per month).

Proponents are advised that waste collected from multi-family front end bins cannot be collected on the same collection route or with the same collection vehicle as waste collected from the Contractors own private accounts that use front end bins. Once the waste collected from multi-family front end bins has been tipped at the landfill located in Petrolia, the front end collection vehicle may then collect front the Contractor’s own private accounts.

Proponents are advised that multi-family front end bins shall only be collected on Monday, Wednesday and Friday; collection on any other day is prohibited.

White Goods (i.e. fridges, stoves) are to be collected by the Contactor with Bulk Items.

Details on the City’s waste By-law 62 of 2009 can be found in Appendix D.

**Yard Waste**

The City provides a variable frequency collection schedule Monday through Friday for Yard Waste, Brush and Christmas Tree collection. However, collection takes place on the garbage collection day. The collection schedule is as follows:

- **Yard Waste:** weekly in November; every two (2) weeks in April, May and October; monthly in June, July, August and December.
- **Brush:** monthly in April, May, June, October and December
- **Christmas Trees:** one week in January.

Effective July 1, 2012, residences will be allowed to place up to a maximum of ten (10) bags/containers/bundles of Yard Waste at the curb for collection. The acceptable receptacles for yard waste includes: clear plastic bags, compostable paper bags, Kraft Paper bags or in rigid, open top containers marked with an “x”. Yard waste does not include food waste from the kitchen (i.e. S.S.O).

The Contractor is required to debag all Yard Waste set out for collection in clear, transparent bags or in certified compostable bags when tipped at the City’s composting site. The Contractor is required to dispose of the waste (i.e. the bags) and provide all the necessary safety equipment to perform this work. Details on the Standard Operating Procedure for debagging Yard Waste can be found in Appendix E. Bidders are advised that it will be their responsibility to provide all of the required Personal Protective Equipment (PPE) and training for all staff while debagging Yard Waste at the composting site. The training, at a minimum, will be per the Ontario Ministry of Labour requirements. Refer to Appendix E for the Standard Operating Procedure.

Debagging of Yard Waste or Brush will not be required if it is set out in Kraft Paper bags, rigid, open top containers or tied/bundled.

**8.2 St. Clair Township**

The Township of St. Clair requires the collection of recyclable material, garbage and yard waste.

**Recycling**

The Township currently provides bi-weekly collection to all single family residences. Weekly collection is provided to selected multi-family residences and selected business locations.

The current recycling program is dual stream where fibres are to be either bundled or placed into an open top recycling box and containers are to be placed into a separate, open top recycling box. An exception to this is containers may be placed in clear transparent bags.
The list acceptable recyclable materials are shown in Section 5, definition of Recyclable Materials or Recyclables.

Further information on the Township’s recycling program, including the specific locations requiring collection, is contained in Appendix C.

Garbage and Bulk Items
The City currently provides weekly collection to all single family residences, multi-family residences and selected business locations.

The garbage bag/container limit for all locations is six (6) bags/containers inclusive of Bulk Items. The weight limit for garbage bag/container is 34 kg (50 lbs) and the size limit is 136 litres (30 imperial gallons). This weight limit does not apply for Bulk Items

The Contactor is required to ensure that all garbage set out for collection above the six (6) bag/container limit is not to be collected. All garbage left behind is to be documented daily noting the location of the uncollected garbage.

Bulk items include: beds and box springs; chairs, couches, furniture, carpet, white goods and other items designated by the Township.

White Goods (i.e. fridges, stoves) are to be collected by the Contactor with Bulk Items.

Details on the Township’s waste collection regulations can be found in Appendix D.

Yard Waste
The Township provides a Yard Waste collection in the urban areas only and provides a variable collection frequency on Wednesdays and Fridays. The current collection schedule is as follows:

- Collection occurs in the urban areas only
- Spring collection: weekly between May and June
- Fall collection :weekly between October and November

The Township currently does not provide for Yard Waste collection in the rural areas. Proponents are to include in their submission a proposal to collect Yard Waste in the rural areas of the Township.

In general, residences are allowed to place up an unlimited amount of yard waste to the curb for collection in translucent plastic bags, compostable paper bags, Kraft Paper bags or in rigid open top containers marked with an “x”. Yard waste does not include food waste from the kitchen (i.e. S.S.O).

Brush is to be bundled and is restricted to four (4) feet in length, one (1) inch diameter and to a maximum of 23kg (50 lbs).

The Contractor is required to debag all yard waste set out for collection in clear, transparent bags when tipped at the City’s Composting site. The Contractor is required to dispose of the waste and provide all the necessary safety equipment to perform this. Details on the Standard Operating Procedure for debagging yard waste can be found in Appendix E. Debaggging of Yard Waste or Brush will not be required if it is set out in Kraft Paper bags, rigid, open top containers or tied/bundled.

8.3 Village of Point Edward
The Village of Point Edward requires the collection of recyclable material and garbage.

Recycling
The Village currently provides bi-weekly collection to all single family residences. Weekly collection is provided to selected multi-family residences and selected business locations.

The current recycling program is dual stream where fibres are to be either bundled or placed into an open top recycling box and containers are to be placed into a separate, open top recycling box. An exception to this is containers may be placed in clear transparent bags.

The list acceptable recyclable materials are shown in Section 5, definition of Recyclable Materials or Recyclables.

Further information on the Village’s recycling program, including the specific locations requiring collection, is contained in Appendix C.

Garbage and Bulk Items
The Village currently provides twice weekly collection to all single family residences, multi-family residences and
selected business locations during the summer months and weekly collection during all other times during the year.

The garbage bag/container limit for all locations is six (6) bags/containers exclusive of Bulk Items. The weight limit for garbage bag/container is 34 kg (50 lbs). This weight limit does not apply for Bulk Items.

The Contactor is required to ensure that all garbage set out for collection above the six (6) bag/container limit is not to be collected. All garbage left behind is to be documented and reported daily noting the location of the uncollected garbage.

Bulk items include: beds and box springs; chairs, couches, furniture, carpet, white goods and other items designated by the Village. White Goods (i.e. fridges, stoves) are to be collected by the Contactor with Bulk Items.

Details on the Village’s waste by-law can be found in Appendix D.

8.4 Enniskillen

Enniskillen Township requires the collection of recyclable material and garbage.

Recycling

The Township is currently a depot based program whereby all residents and businesses are required to deliver their recyclable materials to the public drop-off depot located at Waste Management of Canada’s landfill in the Town of Petrolia.

When the Township elects to Opt In to the contract, it will permit the same types of material as shown in Section 5, definition of Recyclable Materials or Recyclables.

Garbage and Bulk Items

The Township is currently a depot based program whereby all residents and businesses are required to deliver their garbage and bulk items to the public drop-off depot located at Waste Management of Canada’s landfill in the Town of Petrolia.

When the Township elects to Opt In to the contract, it is likely to implement a program as shown in Appendix D.

8.5 Aamjiwnaang First Nation

Aamjiwnaang First Nation only requires the collection of recyclable material.

Recycling

Aamjiwnaang First Nation currently provides bi-weekly collection to all single family residences as part of the City of Sarnia’s current collection contact.

The current recycling program is dual stream where fibres are to be either bundled or placed into an open top recycling box and containers are to be placed into a separate, open top recycling box. Exceptions to this are allowed for specific residents that have specific needs (i.e. disabled individuals) whereby they may set recyclables out (both fibres and containers) in clear transparent bags. As well, shredded paper is permitted to be set out as an acceptable fibre in clear, transparent bags.

The list acceptable recyclable materials are shown in Section 5, definition of Recyclable Materials or Recyclables.

8.6 Adding/Replacing Materials to Collect

The Proponent acknowledges the following:

1. That further changes to the list of recyclable items targeted for collection may be considered at a future point in time by the City;
2. That government regulations may change requiring the mix of Recyclable Materials to change, and
3. That other significant changes to the Recycling Program not covered in the Contract may also be entertained by the City from time to time.

The Proponent agrees that should the City wish to add materials to any of the collection programs, or make changes to the programs as noted above, they may negotiate with the City to determine the terms, if any, under which the Proponent shall begin collection additional materials or implement the other significant changes.

It shall be the responsibility of the City to advise its residents of any changes to the items that can be set out for recycling and the effective date of the change. The Proponent shall, upon the effective date of the change to the materials being collected amend its collection practice to include the new materials.
A change in the quantity of recyclables or garbage collected by more than 25% (increase or decrease), per stop, in two (2) consecutive years, or at a reduced time frame if approved by the City Engineer / Designate, may form the basis of a re-negotiation of the existing Contract.

The City has the right to amend the definitions of at any time during the term of this contract. A change in the definition shall be evidenced in writing at least thirty (30) days notice prior to the effective date of such change by the City Engineer / Designate to the Successful Proponent.

It shall be the responsibility of the City to advise its residents of any changes to the items that can be set out for collection under this paragraph and the effective date of the change. The Proponent shall, upon the effective date of the change in the definition of any type of collectibles under the terms of this agreement, amend its collection practice to comply with new definitions.

8.7 Changes During the Contract Term

During the term of the contract, the City has the right to: negotiate any additions or deletions to the contract, review the performance of the Contractor(s), review the feasibility of adding new programs, or modifying existing programs, and to generally ensure that the contract is being performed in accordance with expectations.

Bidders are advised that the Waste Management of Canada landfill located at 4052 Oil Heritage Road, Petrolia is anticipated to reach is approved capacity by, approximately, the year 2019 and as such, an alternative disposal location may be required. Should this disposal location convert to a transfer station during the term of this contract, the Successful Proponent will be required to deliver the garbage to this location. Similarly, should this location be closed to the receipt of garbage, the City (under its current contractual arrangements with the County of Lambton for disposal services) will identify the alternative disposal location and will advise the Successful Proponent accordingly with sufficient advance notice. Should an alternative disposal location be required during the term of this contract, the Successful Proponent will be compensated for any additional haulage costs.

The Contractor will be advised within six (6) months of any changes to the processing facilities the Contractor will be required to deliver materials to. Any adjustments to the unit prices for such change will be negotiated between the Contractor and the City.

Any changes to the equipment to be used by the Contractor for the purposes of performing the Work from what is submitted in the Proposal must be approved by the City.

Any change in the collection schedule, route or co-collection proposed by the Contractor must be approved by the City. For approved changes, the Contractor shall be required to reimburse the City for public advertisements that inform the public of such changes or pay for such advertisements (as approved by the City) at their sole expense. Such advertisement will include a maximum of three (3) consecutive weeks under the City's header in the local papers and a maximum of one (1) week of daily advertisements (3 times / day) on a local radio station.

During the term of the contract, the City reserves the right to change the collection program, through addition or deletion, with advance notice to the Contractor. Any changes will be done so in consultation with the Contractor. An adjustment to the unit prices will be negotiated with the Contractor for the proposed changes. The City will be responsible for all public advertisements related to any change in the collection program. Examples of possible changes include:

- Reduction in garbage bag limits;
- Introduction of a Source Separated Organics (SSO) collection program;
- Phasing out plastic bags for Yard Waste; and
- Expanding the list of acceptable Blue Box recyclables.

The City may, by order in writing, at any time before or after the commencement of the Work, delete, extend, increase, decrease, vary, or otherwise alter the Work to be done. Without limiting the generality of the foregoing such orders may increase or decrease the level of service at any time. If the change increases or decreases the cost of the Work to be done the Contractor shall implement the change and the Contractor and the City shall agree on the increase or decrease to be made in compensation. Where the City and Contractor fail to agree, the Contractor may request a ruling from the City Engineer and the question of the appropriate increase or decrease in compensation shall arbitrated.

During the term of the contract and in the sole opinion of the City, the City reserves the right to change the tipping location for materials. If a change to the tipping location is required, the City will advise the Contractor of the change and enter into negotiations to adjust the unit prices (up or down accordingly) a minimum of six (6) months prior to the change. If the City and Contractor cannot agree on an adjusted unit price, the matter will be arbitrated.
8.8 **Collection Types & Numbers**

The estimated number of locations to be served through the collection service at the start of the contract is below. These estimated numbers include stops at all locations to be serviced in all of the participating municipalities.

<table>
<thead>
<tr>
<th>Collection Type</th>
<th>Estimated Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curbside stops</td>
<td>38,383</td>
</tr>
<tr>
<td>Apartment and ICI bin lifts (weekly)</td>
<td>466</td>
</tr>
<tr>
<td>ICI and Municipal Works Department roll off lifts (weekly)</td>
<td>8</td>
</tr>
<tr>
<td>Special event containers (annually)</td>
<td>4</td>
</tr>
</tbody>
</table>

These numbers should be taken as a estimate to be served by the Contractor. They were estimated based on the actual number of stops as of August 2011. The Contractor will be required to collect from any added households, business, etc. New stops will be added as new homes are built and curbside collection is made possible on a new street or subdivision.

The unit price submitted will be used to calculate the incremental cost to add and delete stops to this contract. The Proponent will be compensated for the additional stops on a monthly basis.

8.9 **Special Consideration Collection (SCC)**

Special Consideration Collection (SCC) will be provided for residents physically unable to set their materials at the curbside for collection. Collection crews will assist these residents by collecting recyclables from a location on their property mutually agreed upon by the City and the resident. Normally materials will be left just outside a resident’s front or side door. The collection operator will return all collection containers to the agreed upon location. As of August 2011, there are eighteen (18) SCC stops within the City and this number is subject to increase and the contractor will be required to collect material from any additional SCC locations during the term of the contract.

Failure to collect SCC stops as scheduled will result in Liquidated Damages as per Section 13.27.

The City will advise the Successful Proponent of the actual locations of these SCC stops.

8.10 **Approved Containers - Curbside**

Containment of materials is the responsibility of the individual households, designated businesses, etc. The City desire is to permit some flexibility in allowing residents a choice of curbside container. Approved curbside containers for recycling, garbage and yard waste are listed in the tables below.

<table>
<thead>
<tr>
<th>Material Stream</th>
<th>Approved and Promoted Options by the City</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recycling – Containers</td>
<td>1. Standard Blue Box (any size) 2. Other rigid containers such as a laundry basket, crate, etc 3. 45 and 95 gallon carts</td>
<td>None</td>
</tr>
<tr>
<td>Recycling – Fibres</td>
<td>1. Standard Blue Box (any size) 2. Other rigid containers such as a laundry basket, crate, etc 3. Bundled/tied 4. 45 and 95 gallon carts</td>
<td>Boxes must be flattened Cardboard must be no greater than 76cm by 76cm by 20cm</td>
</tr>
<tr>
<td>Garbage</td>
<td>1. Rigid Containers (128 to 360L), max 22kg 2. Plastic bags (up to 76cm x 96cm), max 22 kg 3. 45 gallon carts 4. Large items (couches, etc)</td>
<td>Refer to each municipality’s specifics related to bag limits and bag tag requirements</td>
</tr>
<tr>
<td>Yard Waste</td>
<td>1. Clearly marked Certified Compostable bag (max 22kg) 2. 110 Litre Kraft Paper bag 3. Bundles no longer than 4 feet or larger than 1 inches in diameter 4. Clear plastic bags permitted</td>
<td>Refer to each municipality’s specific requirements</td>
</tr>
</tbody>
</table>
Currently garbage cans, black plastic bags, Kraft paper bags and certified compostable bags are available for purchase through retail locations throughout the City. Standard plastic translucent bags are accepted in the Yard Waste Program.

Bags marked with one or both of the following logos are the compostable bags currently accepted in the program.

If, in the future, the City adopts reusable containers, Kraft paper bags and bundles as the only acceptable set out methods for Yard Waste and prohibits plastic translucent bags as an approved container, certified compostable bags will also be prohibited.

### 8.11 Approved Containers – Businesses and Multi-Family and Works Departments

Approved containers for businesses, commercial locations, educational locations and multi-family locations for recycling and garbage, are listed in the tables below.

<table>
<thead>
<tr>
<th>Material Stream</th>
<th>Approved and Promoted Options by the City</th>
<th>Notes</th>
</tr>
</thead>
</table>
| Recycling – Containers| 1. Standard Blue Box (any size)  
2. Rigid Containers (128 to 360L), max 22kg  
3. Plastic bags (up to 76cm x 96cm), max 22 kg  
4. 45 and 95 gallon carts  
5. 2 to 8 cubic yard front end bin | Refer to each municipality’s specific requirements                                                      |
| Recycling – Fibres    | Same as Containers but includes bundled/tied                                                             | Refer to each municipality’s specific requirements                    |
| Garbage               | Same as Recycling (except item 1 and 95 gallon carts are not permitted)                                  | Refer to each municipality’s specific requirements                    |
| Recycling and Garbage | 20 – 40 cubic yard roll off bin                                                                          | Refer to each municipality’s specific requirements                    |

### 8.12 General Operating Details for Collection

At a minimum, the method of collection:

1. Recyclable material may be set out for collection by residents either in a dual-stream format (Fibres separate from Containers) or in a single stream format (Fibres and Containers comingled). Proponents are advised that the receiving facility accepts single stream recyclable material.
2. Must be consistent, at a minimum, with the details in the 2011 collection information;
3. Must be collected with a recycling collection vehicle and not mixed with any other material stream (i.e. garbage);
4. Must be fully capable of collecting recyclable materials set out by residents, businesses, etc on a residential route;
5. Must be fully capable of collecting recyclable materials set out in the containers identified in Section 8.10 and 8.11;
6. Must collect all recyclable material stipulated in the signed contract;
7. Must ensure that when collecting recyclable materials, collection crews:
   - Inspect each set out for contamination and leave the contamination behind (per Section 8.16);
   - Place acceptable recyclable materials into the corresponding compartment in the recycling collection vehicle (if co-collection proposed);
   - Leave non-recyclable material in the rigid container with a courtesy sticker (per Section 8.17);
   - Return the rigid recycling container(s) to approximately the same location in which they were found prior to collection, in an upside down position.
9. Must collect items:
   - At the curbside or roadside of a public roadway in approved recycling containers, when generated by single family households, businesses, e.g. on a residential route; and
   - At the curbside or roadside, or at a central location, of public or private drives of townhouses, row houses, condominium complexes and trailer parks where the City Engineer / Designate and Successful Proponent deem such drives to be safely negotiable by recycling collection vehicles

10. Cause the least possible disruption and inconvenience to vehicular traffic, pedestrian traffic and residences and, or businesses; and

11. Must ensure collected material is transported directly to the approved receiving facility.

8.13 Level of Service

General

Contractor(s) to collect 100% of the stops indicated and in the time frame indicated except in instances where materials are to be left behind per Section 8.15, “Collection Restrictions and Limitations”, Section 8.16, “Materials not to be Collected” and Section 8.17, “Reporting of Not-Collectable Incidents & Use of Courtesy Stickers”.

If materials are missed due to any other reason other than defined in Sections 8.15, 8.16 or 8.17, the Contractor(s) shall be required to return and collect those materials the same day as notified by the City Engineer.

If the Contractor(s) fails to complete 100% of each day’s collection for more than three (3) days of a one (1) month collection period the monthly invoice payment will be reduced by 10%.

Subject to the following paragraph, the Contractor(s) shall be deemed to have failed 100% of a day’s collection if any of the following occurs:

1. The Contractor(s) misses three (3) or more adjacent houses and does not return to collect them on the day that they were missed;
2. The Contractor(s) fails to return to collect the missed container on the day that they were directed to do so by the City Engineer / Designate, or
3. The City Engineer / Designate determines that the Contractor(s) has missed significant parts of the route.

Notwithstanding the paragraph above the Contractor(s) shall not be deemed to have failed to complete 100% of a day’s collection if:

1. They missed late set outs and were not directed by the City Engineer / Designate to return to collect them;
2. The City Engineer / Designate directed the Contractor(s) to miss all or part of a day’s collection, or
3. The City Engineer / Designate has determined that the Contractor(s) missed all or part of a day’s collection for reasons beyond their control.

If the Contractor(s) encounters an impassable obstruction for any reason including without limitation, Utilities, or other Contractors working on the street, they will notify the City Engineer immediately and will return at least once that day to attempt to collect the waste. The following are not construed to be impassable obstructions: cars parked on the street, snow banks, ditches, and other natural occurring and/or temporary obstructions.

All material in the City is to be collected based on the collection schedule and route proposed by the Bidder and accepted by the City.

Downtown litter containers must be emptied a minimum of once per week. The litter containers must also be emptied the morning (7 a.m.) of the following parades:

- Labour Day;
- Gay Pride;
- Remembrance Day; and
- Santa Claus (first Saturday in December).

Curbside Residential (including trailer parks and multi-family residential units of 6 or less)

Residents shall be required to place their containers at the curbside in front of their properties by or before 7:00 a.m. of the day of their collection. The Contractor shall be required to carry out a collection for each household entitled to curbside collection.
Curbside Industrial, Commercial and Institutional (ICI)

Curbside collection for certain ICI properties shall be carried out per as shown in Appendix C. All other approved ICI properties are to receive container / bin service.

Front End Bin Service (including multi-family residential of 7 units or greater and municipal departments)

All multi-family residential units registered and entitled to front end bin services within the City shall receive collection on a schedule as agreed upon per the Bid Forms. If the collection is to be on an on-call basis, the Contractor will be allowed a maximum of 48 hours from the time of the call to empty the containers. The Contractor will be required to enter private property to service full containers. If the Contractor is unable to effect collection due to obstructions, he is to inform the building owner and/or the superintendent and note this information for future reference. He is to make a call back on the same day or the next approved collection (refer to Section 8.1 for the approved collection days). The Contractor shall familiarize itself with the access provided by the owners and the site locations for the bins. Compacted and un-compacted garbage shall be collected by the Contractor from containers which have been approved by the City Engineer and which are owned, supplied or leased to the designated dwelling owners. Collection shall be made from locations designated by the City Engineer. Any City department containing bins will be included on the collection route and invoiced as per the rates shown in the Bid Form.

Contractors are responsible to check all apartment buildings listed in Appendix C as some buildings use compactors or have odd shaped dumpsters for the collection of waste.

Street Side Receptacles, Transit Stops and Litter Containers

There are a number of receptacles set out in various places around the City. Appendix C indicates the locations of these receptacles. All City litter receptacles shall be emptied during the routine collection of the area that they are in. The number of these stops is included in the estimated curbside stops as shown in the Bid forms.

The Contractor shall require its staff to report any waste receptacles belonging to the City that are found to be in need of repair or in need of liners. The Contractor shall report this information to the City Engineer. The City will repair receptacles and provide the Contractor with liners for the City receptacles. The Contractor will be responsible to empty the receptacles as necessary due to waste spillage or when replacing liners.

The City will not be emptying the black bench litter containers at City bus stops.

8.14 Returning Containers after Emptying

All containers used to set out materials will be replaced in approximately the same location in which they were found prior to collection, but in no case shall they be replaced on the traveled portion of the road, driveway, parking lot or the pedestrian portion of the sidewalk. Containers will be returned in an upside down position and, at no point, be placed as to block a driveway to a residence or business.

Care shall be used not to damage the containers during collection and the Proponent shall be responsible for all damage to blue boxes as a result of the work and will replace the damaged container with a new one of equal size and quality and deliver it, at their expense, to the address where the damage occurred. The City Engineer has the final ruling on the replacement of broken containers.

8.15 Collection Restrictions and Limitations

If the Contractor cannot collect from a stop because it encounters an impassable obstruction, the Contractor must return at least once to the obstructed area prior to the end of the collection day and attempt to make the collection. If it still cannot make the collection, the Contractor shall return at least once on the next collection day and attempt to make the collection. If it still cannot make the collection, the Contractor shall report the incident to the City prior to the end of the collection day.

Weather Conditions: If the Contractor cannot collect recyclables on any day because of weather conditions, the Contractor shall notify the City Engineer immediately, so that this information may be passed along to the public, and this material shall then be collected at the earliest opportunity by the Contractor, but not later than the following Saturday.

Road / Bridge Closure: If a road (including Highway 402) or a bridge (including the Bluewater Bridge) is closed or impassable preventing delivery of material to its specific processing / disposal location, the contractor shall continue collection operations by temporarily storing materials at a local depot, approved to store the material, until the road / bridge closure has been cleared.
Road Construction: The Contractor shall make reasonable efforts to traverse roads under construction in order to provide collection service, but if the Contractor deems the road impassable, alternative methods for collection will be negotiated by the Contractor and the City Engineer.

If construction will be taking place on any City road, the Contractor will be notified by the City of the dates that such construction will be taking place, as well as the nature of construction work being done, when the City is aware of them. By notifying the Contractor in advance of construction projects, the City and the Contractor will jointly make arrangements for implementing alternative collection methods for the residents of those roads under construction that are deemed impassable.

Should the Contractor deem that any road or road allowance is impassable, the Contractor shall notify the City Engineer immediately, so that the public may be informed by the City and alternatives devised jointly by the City and the Contractor.

Strikes & Lockouts: The Contractor is to provide a written plan on how it intends to perform its’ obligations in the event of a labour dispute, strike, lockout or work stoppage involving its employees or approved sub-contractors.

In the event of the Contractor cannot provide the required service as a result of a labour dispute, strike, lockout or work stoppage, the City may engage another Contractor to perform the work on an interim basis. If the City engages this right, the City will not be obligated to make any payments or compensation to the Contractor during the time that this right is exercised. The City shall have no liability to the Contractor for any claims, demands, actions, causes of action, interest, costs, damages, expenses, fines, penalties, loss, suites or other proceedings during the time that this right is exercised.

8.16 Materials Not to be Collected

The Contractor is not required to collect recyclables, garbage or yard waste if the materials are:

- Not set out in accordance with the requirements of this RFP or the various waste management Bylaws;
- Presents a health risk to the collector (i.e. broken glass, hazardous material); or
- Is estimated to contain more than 5% non-compliant materials.

When performing services under this contract, the contractor shall only collect from sources covered under this contract. For example, the Contractor shall not collect materials covered under private contracts or from sources outside the participating municipalities while performing curbside collection for the participating municipalities without written consent of the participating municipalities.

The City will provide the Contractor with courtesy stickers which will advise residents, business owners, etc of the reasons that the material set out has not been collected. Under no circumstance will the Contractor provide written information to program participants that has not been approved and supplied by the City.

An unacceptable recyclable material includes, but is not limited to the following:

<table>
<thead>
<tr>
<th>Wood</th>
<th>Propane Tanks</th>
<th>Garden Hose</th>
<th>Christmas lights</th>
<th>Circular Saw Blades</th>
</tr>
</thead>
</table>

8.17 Reporting of Non-Collectable Incidents & Use of Courtesy Stickers

Level 1 - Routine

The Contractor shall not be required to record addresses for the routine use of courtesy stickers. Routine use includes but is not limited to:

1. Non-compliant material left behind;
2. Oversized container;
3. Overweight container;
4. Material not properly streamed, where streaming is required (recycling only); and
5. Cardboard boxes not broken down or oversized cardboard (recycling only)

Level 2 – Non-Routine

The Contractor will report non-routine use of courtesy stickers. Reports will be submitted electronically to the City Engineer / Designate and will include addresses and the nature of the problem. The reports will be submitted on a daily basis and will include information about:
1. Set-outs containing an estimated 50% or more non-compliant material (recycling only); and
2. Instances when the collector wishes to issue a courtesy sticker and there is no rigid container or material on which to affix it (i.e. the participant has used only bags which are collected as they contain less than 50% non-recyclable material) (recycling only)

**Level 3 – Hazardous Set-Outs**

When a set-out presents a potential health risk to the collector or residents, the Contractor will notify the City immediately (i.e. within one (1) hour) of the address and nature of the problem.

The courtesy sticker (i.e. Oops Sticker) will be developed by the City in consultation with the Contractor. It will include, to the extent possible, ‘check boxes’ of common reasons for refusal to make them quick and easy to fill out.

The City will be responsible for the cost of printing the refusal notices and will provide them, at no charge to the Contractor. The cost of completing and applying the notices and reporting of such shall be included in the Contractors unit collection costs.

The Contractor shall place stickers on material boxes, carts and bags at all locations where material is not collected. The sticker shall identify the reason(s) why the items were left at the curb. Contractor shall record the address and the reason for the issuance of the ‘Refusal Notice’ on a log sheet.

It is integral to the success of the City’s diversion program and Contractor relationship that the courtesy sticker system be utilized. It provides both the City and the Contractor with a method of educating service users with respect to specific program information.

**8.18 Missed Collection Stops by the Contractor and Late Set Outs by Residents**

If the Contractor misses one (1) or more collection stops or part of a collection route or is asked to return for a late set-out, the Contractor will make every reasonable effort to collect the missed set out or late set out on the same collection day. If this is not possible, the missed or late set out will be collected on the following working day before 9 a.m. Liquidated Damages (Section 13.27) may apply for missed collections. What is “reasonable” or “possible” will be determined by the City Engineer / Designate.

**8.19 Spillage and Litter**

The Contractor is required to clean-up spillage and loose materials resulting from the work. The Contractor will not leave or deposit any material on any portion of the street, sidewalk, boulevard, or other private or public property.

If the collection contractor detects a spill from its vehicle on a public road way, the contractor shall notify the City Engineer within one (1) hour of the spill’s detection and cease all operations. Upon notification of the spill by the contractor, the City will inspect the area and instruct the responsible party to clean up the spilled material. Once the City has confirms the spill has been cleaned up appropriately, collection operations shall resume. If the City is required to clean up the spill or if the spill has not been clean up to the City’s satisfaction, the City will undertake the spill cleanup and either invoice the contractor or deduct the value of the clean-up from the contractors invoice.

All spills reported by the public shall be reported to the Ontario Ministry of the Environment’s (MOE) Spills Action Centre.

**8.20 Spills**

The Contractor will report, promptly to the City, spills or discharges of pollutants or contaminants under the control of the Contractor. Such spills or discharges and their adverse affects are defined in the Environmental Protection Act, R.S.O. 1990 (EPA), as amended and all regulations thereto. The Contractor shall comply with the requirements of the EPA including all notice requirements including notifying the Spills Action Centre of the Ministry of the Environment (1-800-268-6060).

In addition to the above requirements, any collection vehicles being operated will cease operation until the Contractor’s Supervisor arrives on site. Absorbent will be laid down immediately. As soon as the absorbent has had the desired effect, it is to be scraped from the road or affected property. If residue still remains the Contractor will apply another layer of absorbent and repeat the process until the site is in a clean and tidy condition. Failure to respond immediately to this kind of spill may result in damage to asphalt or other damage for which the Contractor will be responsible.

If necessary, at the City discretion, a power wash and, or, blacktopping will be utilized at the contractor’s expense.
8.21 **Processing & Disposal Locations**

**Material Recovery Facility**

All recyclables shall be delivered by the Contractor to the Waste Management of Canada facility located at 4485 Progress Drive, Petrolia. The Contractor shall not bear any charge for tipping related to this contract at this site.

**Landfill Site**

All garbage and bulk items shall be delivered by the Contractor to the Waste Management of Canada landfill located at 4052 Oil Heritage Road, Petrolia. The Successful Proponent shall not bear any charge for tipping waste related to this contract at this site.

**Composting Site for Yard Waste**

All Yard Waste shall be delivered by the Contractor to 333 St. Andrew's Street, Sarnia. The Successful Proponent shall not bear any charge for tipping waste related to this contract at this site.

8.22 **Weighing of Material**

Unless permission is obtained from the City Engineer / Designate, all collected materials must be weighed when delivered to the assigned disposal location.

All collection vehicles carrying materials collected under the terms of this contract must cross the weigh scales and be weighed. The vehicle must clearly display the identification number and licence plate so that it can be easily recorded by the scale house operator. The driver of the collection vehicle must provide the scale house operator with the particular information related to the material being delivered and where it was collected from.

The Contractor agrees to follow the procedure for off loading materials at the designated site (Material Recovery Facility, Landfill and Composting Facilities) as outlined in Appendix E.

8.23 **Recycling Contamination Management**

The collection crews will make every reasonable effort to ensure that the collections are consistent with the specifications outlined in the Contract.

The allowable contamination rate for recycling collection is 5% or less. This means 95% or more of the materials, by weight, must be recyclable. If the contamination rate is 5% or greater, the City will be entitled to Liquidated Damages as set out in Section 13.27, and as described under Special Provisions in Section 8.25.

8.24 **Audits and Inspections**

At any time during each month of the contract, the Public Works Manager / Designate may:

1. Conduct periodic waste audits of the material being collected to determine the amount of non-compliant material being set out at the curb-side.

2. Survey any of the contractor's collection vehicles during collection to ensure the collection vehicles and the method of collection are in compliance with the requirements of the contract and any other legislation.

3. Conduct spot audits of the recycling material collected to ensure that contamination levels are at an acceptable level. The audits shall be completed at the discretion of the City Engineer / Designate and the load(s) selected for the audit(s) will be inspected by an auditor designated by the City Engineer / Designate to determine the actual contamination rate for the particular calendar month. The City Engineer has historically performed 13 audits annually.

8.25 **Special Provisions**

The Contractor acknowledges that the City will experience increased administrative and operational costs in the event of the Contractor's non-performance or poor performance of its contractual obligations. Accordingly, the parties agree that in view of the difficulty of ascertaining the actual losses which the City will suffer by reason of the non-performance or poor performance of the Contractor's contractual obligations, and in view of the fact that the accumulated effect of repeated incidents of non-performance or poor performance will increase costs to the City, the parties hereby agree upon and fix as the Liquidated Damages that the City will suffer by reason of said non-performance or poor performance, and not as a penalty, the amounts as set out in Section 13.27 of this RFP.

The City will assess liquidated damages for each instance of non-performance of poor performance identified in Section 13.27.
The City may deduct and retain the amounts of such Liquidated Damages out of the monies that may be due or become due to the Contractor under the Contract, i.e. deduction from the monthly invoice. The City Engineer / Designate at its sole discretion may determine whether liquidated damages are to be applied. The Contractor agrees to abide by the schedule of Liquidated Damages.

The Contractor shall pay the City the indicated amount per incidence of non-performance or poor performance on a monthly basis. Annually the number of incidences shall be accumulated. At the end of each fiscal year the number of accumulated incidences will start at zero again. The Liquidated Damages payable under this section are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the City. Without limiting the generality of the foregoing, the assessing of Liquidated Damages shall not prevent the City from recovering from the Contractor the amount of any damages incurred by the City over and above the amount of the Liquidated Damages assessed (e.g. additional costs incurred by the City from measures taken to ensure that the work is completed).
Section 9

Collection Vehicles
9. Collection Vehicles

9.1 General

The Contractor is required to provide appropriate collection vehicle(s) for the fulfillment of the work in accordance with the terms of this Request for Proposal. Failure to provide such collection vehicle(s) shall be sufficient reason to declare the Successful Proponent in default and forfeiture of the Performance Bond to the City.

9.2 Age of Collection Vehicles

All curbside collection vehicles used in the performance of the work shall not exceed five (5) years of age at the commencement of the Contract and no collection vehicle, including spare collection vehicles shall exceed seven (7) years of age during the term of the Contract. This age requirement does not apply to front end collection vehicles for servicing multi-residential or business locations or roll off vehicles.

9.3 Industry, Regulatory, Safety, Licensing & Other Standards

The Contractor will have a valid Commercial Vehicle Operators Registration (CVOR), and the Overall Safety Rating must be satisfactory (audited or unaudited). The CVOR must be maintained in this standing with the Ministry of Transportation for the duration of the Contract. Similarly, the Contractor will also hold in good standing, a valid Certificate of Approval for a Waste Management System with the Ministry of Environment as it is required for waste hauling activity. Overall, collection vehicles to be used for the performance of service must conform to all current industry, regulatory, safety, licensing and other applicable standards as amended.

9.4 Physical and Mechanical Requirements

All collection vehicles must have fully enclosed steel bodies to prevent loss or spillage of the materials. Collection vehicles must also be mounted on an adequate truck chassis.

Any vehicle deemed by the City Engineer to be in need of repair shall be kept off the road until such repairs have been completed to the City Engineer’s satisfaction.

9.5 Compaction Vehicles for Recycling Collection

Compacting, or non-compacting, vehicles may be used for Collection Service for both dedicated collection (by material stream or co-collection). Where vehicles capable of compaction are to be used to collect recyclable materials, the Contractor will adhere to a maximum compaction pressure equivalent to 2:1 (by weight).

For clarity, the maximum allowable compaction for 2:1 compaction is defined as:

\[
\text{Capacity of the holding compartment, expressed in cubic yards} \times \text{The loose (un-compacted) density of the single stream recyclables} \times 2
\]

For example: if the collection vehicle’s holding capacity for single stream recyclables was 20 cubic yards and the loose density of the single stream recyclables was 50 kg/yd³, the maximum quantity of recyclables the Contractor would be able to collect, per vehicle, without exceeding the compaction limit would be:

\[
20 \text{ yd}^3 \times 50 \text{ kg/yd}^3 \times 2 = 2,000 \text{ kg (or 2 tonne)}
\]

At least one (1) month prior to the start of the collection contract, the Successful Proponent and the City will agree on the maximum compaction value, expressed as the maximum quantity (tonne) of material (containers and fibres) allowable to be collected on any vehicle and delivered to the prescribed receiving facility.

9.6 Appearance of Collection Vehicles

The body of all collection vehicles shall be freshly painted at the Contractor’s expense prior to commencement of the work. It is expected the collection vehicles will be maintained in a rust free condition for the duration of the contract. Throughout the contract the City will require the Contractor to re-paint any or all collection vehicles not in a rust free condition at the Contractor’s expense.

The Contractor will not carry advertising on the collection vehicles. Recycling and other waste management messages may be promoted on the collection vehicles with the approval of the City Engineer / Designate.

Collection vehicles may display the Contractor’s name and logo.

The Contractor shall ensure that each collection vehicle displays an identification number of sufficient size to be easily identified on the front, rear and sides.
The Contractor shall, at their own expense, make arrangements for the exterior of all collection vehicles to be washed a minimum of once a week or as directed by the City Engineer. The Contractor shall also disinfect the inside and outside of the collection vehicles on a regular basis or as directed by the City Engineer.

9.7 Daily Supply of Collection Vehicles

The Contractor shall license, operate and maintain at all times, a sufficient number of collection vehicles to properly maintain the satisfactory standard of service provided for in the contract.

The Contractor is fully responsible for determining and providing the number of collection vehicles required to perform 100% of each day's collection within the designated times.

In the event of equipment breakdown, the Contractor shall supply without any unreasonable delay, sufficient alternative equipment to complete the work in accordance with the terms of the contract.

If in the opinion of the City Engineer / Designate, the Contractor does not have adequate collection vehicles to properly provide service in accordance with this contract(s), the City Engineer / Designate will have the right to require the Contractor to increase the number of collection vehicles required, as determined by him or her, to ensure that the performance is in accordance with the terms of the contract. The Contractor shall comply with the direction and shall not be entitled to additional compensation over and above the contract unit prices as a result of any requirements for these additional collection vehicles.

The Contractor shall have access to a sufficient number of spare collection vehicles to dedicate to this contract to ensure that in the event of a breakdown, the collection continues to be performed in accordance with the terms of the contract. The Contractor shall have access to at least one (1) spare recycling and one (1) spare garbage collection vehicle, not more than five (5) years old at the start of the contract. The Contractor should consider parking spare collection vehicles in a yard within City limits.

9.8 Private Accounts

Under no circumstances will collection vehicles used in carrying out any of the work of the contract engage in private collections or collections above the standardized level of service while completing a City collection route. If a collection vehicle used in carrying out the contract is found collecting private accounts or making other collections that are not included in this contract while completing a City collection route, the City will be entitled to Liquidated Damages as described in Section 13.27 – Liquidated Damages.

9.9 Maintenance of Collection Vehicles

Collection vehicles must be maintained in an exemplary condition and on a regular basis. The Contractor is responsible for the maintenance, repairs and operating costs of the collection vehicles including lubrication, licensing, insurance, washing and storage. The Contractor will maintain a record of all maintenance services performed on the collection vehicles and shall forward a copy of the record to the City Engineer if requested.

The collection vehicles are to be properly constructed and maintained to eliminate the depositing of debris onto the street during collection and while traveling to the appropriate disposal location. Any collection vehicle found to be depositing debris as a malfunction of the vehicle shall be removed immediately from performing the work.

The Contractor shall promptly repair all body damage such as scratches and dents to the satisfaction of the City.

The Contractor shall make every effort to ensure collection vehicles are empty of Materials at the end of the day.

The City reserves the right to have any collection vehicle it deems not mechanically sound, without proper seals (to prevent liquid from draining from the vehicle onto the public roadways), clean or properly labelled removed from the work until such time as the collection vehicle is deemed mechanically sound, clean and properly labelled.

9.10 Additional Equipment for Collection Vehicle

Each collection vehicle will be equipped with a shovel, broom, protective gloves and garbage bags for the purpose of cleaning up any debris that has spilled while performing the work.

Each collection vehicle will also be equipped with a spill kit that shall include absorbent material in the event of oil, fuel, or hazardous material spill and a mat for the purpose of covering storm and sanitary sewers covers/ catch basins in order to prevent spills to these locations.

All collection vehicles must be fitted with necessary and functioning safety devices and must be equipped with a two-way radio. Each collection vehicle will also be equipped with a fire extinguisher, first aid kit and reflective safety vests.
Section 10

Staffing
10. Staffing

10.1 Contract Supervision by the Contractor

The City will be provided, to the satisfaction of the City Engineer / Designate, with the email addresses and telephone numbers of the Contractor's representatives who may be contacted at any-time, 24 hours per day, 7 days per week, on matters relating to this contract and who shall have overall responsibility for the contract. Email accounts must be checked at a minimum, twice per day (10 a.m. and 2 p.m.), Monday to Saturday. This does not eliminate the need to receive routine emails, telephone calls and work orders throughout the day.

10.2 Collection Contract Manager

The Contractor(s) shall employ a full time manager who shall be responsible for responding to complaints regarding missed pick-ups, other public concerns, concerns raised by the City Engineer / Designate or the performance of the Contractor in general.

10.3 Route Supervisor(s)

The Contractor must have on duty on all collection days, (a) qualified supervisor(s), so as to ensure a courteous, prompt and efficient service for handling complaints. The route supervisor(s) will be available during all hours the trucks are carrying out the work. The supervisor(s) must have a vehicle that is capable of picking up material missed by any of the collection vehicle operators and which in the opinion of the City Engineer / Designate is the responsibility of the contractor. The route supervisor(s) will be equipped with handheld devices which are capable of both telephone and email communication.

10.4 Customer Service Standards

The Contractor's employees shall be polite, courteous and respectful towards the public at all times. The Contractor shall employ for this work, only competent and skillful workers. The Contractor shall further ensure that a high standard of service, courtesy and consideration is exhibited in all of its dealings with residents, visitors and the general public, and that it conducts all of its operations, including its administrative functions, with the utmost regard for enhancing public relations; and in recognition of the need to uphold and maintain the positive public image of the City.

Specifically, the Contractor shall ensure:

- Worker compliance with the collection stipulations outlined for the collection contract,
- Workers are well informed of the customer service standards expected of them, namely to be professional in attitude & appearance.

10.5 Customer Service Training

All staff retained by the Contractor for this contract shall have appropriate, specialized training to ensure that they behave at all times in a polite, courteous and respectful manner while fulfilling their duties. The Contractor will use this training to help prevent any of the following incidents from occurring:

1. Staff in possession of or under the influence of alcohol, illegal narcotics or controlled substances;
2. Unsafe practices;
3. Use of foul, profane, vulgar or obscene language;
4. Exhibiting behaviour that may reasonably be considered offensive and unacceptable customer service;
5. Solicitation of gratuities or tips from the public for services performed under the contract;
6. Refusal to collect and, or handle material placed out for collection in accordance with the contract;
7. Deliberate or reckless destruction of private or public property;
8. Deliberate or reckless scattering, spilling, or disposal of collectable materials, non collectable items; or collection containers that have been set out by program participants;
9. Provision of any collection service by an employee who is not wearing an easily identifiable, neat, and clean uniform; and
10. Scavenging.

The City Engineer / Designate may bring, to the attention of the Contractor, employee performance issues or any of the obligations under the contract or assess Liquidated Damages as noted in the Special Provisions, clause 8.25, where the City Engineer / Designate, in his or her sole discretion, considers that any of the above incidents have occurred.
10.6 Health & Safety Standard

The Contractor acknowledges that it will ensure compliance with all Federal, Provincial, and Municipal occupational health and safety regulations. The Contractor accepts the responsibility for the health and safety of its employees and its Subcontractors (if Subcontractors are used) and will take all reasonable precautions for the protection of its employees and Subcontractors.

10.7 Health & Safety Training

The Contractor shall provide training for employees and Sub-contractors (if applicable) involved with the contract. The training shall include but is not limited to, health and safety training, training on how to operate equipment and vehicles, and emergency response measures.

The Contractor shall set up, maintain, and enforce safety policies and procedures for the protection of its staff and other persons involved with their operations.

The Contractor shall provide the City Engineer / Designate, one (1) month prior to start-up with written confirmation that all employees directly involved with the contract have undergone a complete safety training program before undertaking any activities for the contract. This written confirmation will be updated annually by the Contractor as new employees are engaged. The safety training shall conform to the Contractor’s policies and procedures.

10.8 Personnel Listing

The Contractor shall provide the City Engineer / Designate with a list of management and supervisory positions, including names of persons involved in the Collection Program operations, one (1) month prior to start-up and whenever there are changes to the list due to changes in personnel or the addition or deletion of positions. Included in the personnel listings will be the telephone numbers and email addresses for all administrative and supervisory staff that will be in contact with the City.

10.9 Employee Appearance

The Contractor shall provide satisfactory uniforms for all staff and require them to be maintained and worn at all times. The uniforms shall include a hard hat, safety glasses, safety vests and safety shoes.

The Contractor’s employees shall be required to be neat, respectful, courteous and sober at all times and shall perform the duties in a manner which shall present a high level of public relations for the Contractor and the City.

In the event that any person employed by the Contactor in connection with the work arising out of the contract gives, in the opinion of the City Engineer / Designate just cause for complaint, the Contactor upon notification by the City in writing shall not permit such person to continue in any future work.

10.10 Information Line

The City will operate a complaint and information line during regular business hours. Through discussion with the callers, the City will determine whether missed materials will be picked up or not, and inform the caller. Some calls may require further investigation by the Contractor. For example, in cases where the materials were not placed in the appropriate location by the prescribed collection start time, the caller will be instructed to store their materials until the next collection day. Calls that require action by the Proponent (e.g. incomplete routes) will be forwarded directly to the route supervisor for immediate action.

City staff will forward service requests prompted by calls to the Proponent electronically or by telephone.
Section 11

Requirements and General Specifications
11. Proponent Requirements and General Specifications

11.1 Implementation Prior to Start-up

The Contractor shall, within two (2) months of the receipt of a set of Executed Contract Documents, submit a proposed implementation schedule to the City Engineer / Designate for approval. This implementation schedule shall show clearly, in weekly stages, the proposed progress of the main items such as: evidence of purchase plans for Collection Vehicles; arrangements to open a local office, if one is not currently in operation; initiation of agreements with the sub-contractors (if any) as well as staff recruitment and selection plans.

Collection Vehicles

A minimum of two (2) months prior to Contract start-up, the Contractor will submit for the City Engineer's / Designate review a finalized listing of all the vehicles to be utilized in the collection program which includes:

- Make,
- Model,
- Type,
- Size (i.e. capacity, expressed in cubic yards),
- The year of purchase for each vehicle, its life expectancy and anticipated replacement date.

Collection Routes

A minimum of two (2) months prior to Contract start-up, the Contractor will also submit Route maps for the City Engineer / Designates approval. The Route maps are to clearly outline:

- The Route for each truck on each collection day,
- The vehicle license number, route number and truck number,
- The starting time and location for each route/truck,
- The approximate finishing time and location for each route/truck, and
- The location of town homes, Special consideration collections, or any other location with special collection needs.

The City will keep a copy of all route maps. The individual collection routes and collection days will not be changed during the Contract without prior written approval of the City Engineer / Designate.

Drivers shall retain the same route and truck number for each collection day and shall maintain a consistent collection time pattern (i.e. pass by a house at approximately the same time each collection day).

Collection Vehicle Pictures / Inspections

A minimum of two (2) months prior to the commencement of the Contract, the Contractor shall supply the City with digital pictures of each collection vehicle. The pictures will clearly show the front, rear and two sides of each collection vehicle dedicated to the Contract.

The City Engineer / Designate may elect to inspect the Contractor’s fleet at the Contractor’s facility at least two (2) weeks prior to the start of the waste management collection service to ensure there are adequate Collection Vehicles assigned for the Contract.

11.2 Coordination Meetings

The Contractor shall attend such meetings with City staff as may be required by the City to co-ordinate services affected by the Contract both prior to start-up and during the term of the Contract.

11.3 Labour Dispute Contingency and Emergency Plans

The Contractor agrees to provide a written Contingency Plan as to how it intends to perform its obligations under the contract in the event of a road / bridge closure, labour dispute, strike, slowdown or work stoppage involving employees of the Contractor who are providing the services set out in the contract or employees of a permitted subcontractor.

The Contractor also agrees to provide an emergency plan. The plan will detail those actions which the contractor will take to deal with emergency situations such as road / bridge closures, ice storms, extreme snow storms, floods, fire or other natural disasters that would require deviation from normal operating procedures.

The Contractor agrees to provide a copy of both the contingency and emergency plan as part of their proposal submission at the time of closing. The Contractor agrees that these plans shall be amended as requested from
time to time by the City Engineer / Designate. Further, the Successful Proponent agrees to immediately provide the City Engineer / Designate copies of the amendments to the plans, as such amendments are made.

11.4 Innovation

To ensure continuous improvement and best practices, the Contractor shall attend meetings annually, or as otherwise agreed upon, to present and discuss proposals for improvements to the effectiveness (percent of material being recovered) and efficiency (net cost of the materials recovered) of the Contract being delivered. At this time, both parties can bring forward and discuss possible Contract amendments. Any innovation Contract amendments will be at the sole discretion of the City and agreed to by the Contractor and subject to approval by City Council.

11.5 Contractor’s Office and Base of Operation

The Contractor shall maintain an office and base of operation within the geographic area of the City of Sarnia during normal business hours (7:00 a.m. to 5:00 p.m.). The office shall be equipped with telephones, computers (with high speed internet and email capability) and a fax machine for the purposes of, among other things, to answer all calls regarding, missed stops, to receive correspondence from the City Engineer / Designate regarding contracting issues and to help carry out the work and corrective actions.

The base of operation shall have adequate parking space available to accommodate the parking requirements of the collection vehicle fleet and any other vehicles used in the administration of the Contract.

The City Engineer / Designate may visit the Contractor’s office from time to time to participate in meetings and to ensure the that the facilities are adequately meeting the needs of the Contract.

The Proponent shall provide information regarding their office in their Technical Submission.

Contractor(s) will supply an after hour call out list to the City Engineer which shall ensure that someone is available to collect and remove material during non-collectible days, weekends, evenings or during emergency situations.

All complaints received by the City shall be recorded and forwarded to the Contractor(s) for the required corrective action.

The Contractor(s) shall provide the City Engineer with the address and telephone numbers of the Contractor’s supervisor representative. The representatives will be available within reasonable notice 24 hours per day, seven days a week on matters relating to the contract, and the representative shall have overall responsibility for the contract.

The Contractor(s) shall have on duty on all collection days sufficient and qualified supervisors, each having a telephone or two way radio equipped vehicle so as to ensure a courteous, prompt, and efficient service for handling complaints. These vehicles will be equipped such that they will be capable of picking up items which have not been picked up by the Contractor(s), and which in the opinion of the City Engineer are the responsibility of the Contractor(s).

In the submission, Proponents must identify its proposed base office location. The base office will be responsible for the administration of the Contract for the Contractor. It will also be responsible for collecting and responding to complaints and the reporting thereof to the City.

11.6 Customer Relations

The City will communicate to information and instructions to residents illustrating how materials are to be prepared and placed at the curb.

The Contractor(s) shall advertise a telephone number(s) for waste management services with respect to this contract. The Contractor(s) shall be responsible to maintain this specific telephone line for the duration of the contract and have it answered by a competent, conscientious, courteous employee who would be in a position of authority to respond to customer concerns in a timely fashion.

All inquiries and complaints received by the Contractor shall be recorded in an electronic format, acceptable to the City Engineer. As well, all responses made by the Contractor to inquiries and complaints shall be recorded in same electronic system. At a minimum, the electronic system shall be capable of recording the name of the person making the inquiry / complaint, their complete address, the date and time of the inquiry / complaint, the nature of the issue / complaint and the steps taken by the Contractor to address the issue. A summary of all inquiries, complaints and responses shall be supplied by the Contractor to the City Engineer / Designate within five (5) calendar days upon request by the City Engineer / Designate. Similarly all complaints received by the City shall be recorded and forwarded to the Contractor for the required corrective action.
11.7 Customer Service
The Contractor shall maintain for the Term of the Contract, a local or toll free telephone number with means of receiving direction from the City and/or complaints, questions or comments from the public during regular working hours. The telephone number used must allow the City to reach staff between the hours of 7:00 a.m. and 7:00 p.m., Monday to Friday, in order to receive complaints, enquiries, and instructions from the City Engineer. The Contractor shall be responsible to maintain this specific telephone line for the duration of the Contract and have it answered by competent, conscientious, courteous employees who would be in a position of authority to respond to City concerns within twenty four (24) hours.

The Contractor shall provide the City with an emergency after-hours contact complete with telephone number should a problem arise with the performance of the Work.

The Contractor shall implement a procedure to manage all complaints and concerns relative to the execution of the Contract. This procedure shall be in writing and shall be submitted to the City within thirty (30) calendar days of the execution of the Contract.

The Contractor, on a monthly basis, shall report, in writing, to the City all complaints received and the actions taken to correct them, including the date the action(s) were taken. Reports shall include complainants name, address and telephone number. If no complaints are received, a report is still to be submitted indicating as such.

11.8 Scavenging
Under no circumstances shall the Contractor’s staff engage in scavenging of materials collected through the City waste collection programs or scavenge materials at the facility designated to receive the City’s materials.

11.9 Promotion & Education
The City will be responsible for the design, production and distribution of all required promotion and education materials.

The Contractor will participate in the operation of promotion and education campaigns to raise recycling and waste reduction awareness within the City. Components of the promotion and education campaigns will include, but are not limited to: contact with the public on collection routes (e.g. answering questions, providing information).

11.10 Cooperation with Demonstration Projects
The City is committed to minimizing the cost of Recyclable Material, Garbage and Yard Waste Collection Services while maintaining their convenience and improving the overall diversion of waste from landfill. To this end, the City continues to explore new methods and techniques, and may from time to time undertake Demonstration Projects such as waste composition studies or pilot projects.

In the event a Demonstration Project is undertaken, the City may suspend, delay and, or monitor all or a portion of the Work in a defined area. The City may or may not require the Contractor’s workforce and, or equipment to participate in, or operate a Demonstration Project. Should the Contractor’s workforce and, or equipment be required, the basis of payment will be determined at the time of the project by the City through mutual consent with the Contractor.

The City Engineer / Designate reserves the right to contract or partner with any other person, agency or firm, for the purposes of conducting any Demonstration Project.

11.11 Record Keeping & Reporting Requirements
The Contractor is to maintain a comprehensive record keeping program and submit reports to the City Engineer / Designate concerning program operations. The following table details the record keeping and reporting requirements and their respective due dates.
<table>
<thead>
<tr>
<th>Record / Report Title</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Age of Vehicles</strong></td>
<td>Within fourteen (14) days of the change</td>
</tr>
<tr>
<td>Report each time a collection vehicle is replaced either because it has exceeded the seven (7) year mark or due to mechanical failure</td>
<td></td>
</tr>
<tr>
<td><strong>Accidents</strong></td>
<td>Within one (1) hour of occurrence</td>
</tr>
<tr>
<td>All accidents must be accurately documented (whether minor or major) involving the public or damage to public or private property</td>
<td></td>
</tr>
<tr>
<td><strong>Damage Claims</strong></td>
<td>Within two (2) business days of receipt of the record or claim</td>
</tr>
<tr>
<td>Provide written records and copies of claims (for each occurrence) where damages have been sustained, and as they apply to this contract</td>
<td></td>
</tr>
<tr>
<td><strong>Spills (i.e. oil, glass, etc)</strong></td>
<td>Immediately (within one (1) hour of the incident)</td>
</tr>
<tr>
<td>Report any spill to the Spills Action Centre of the Ministry of the Environment (1-800-268-6060) in addition to the Public Works Manager / Designate</td>
<td></td>
</tr>
<tr>
<td><strong>Routine Collection Issues &amp; Corrective Actions</strong></td>
<td>End of the day or at a time agreed to by the City</td>
</tr>
<tr>
<td>Notify the City of corrective measures taken to resolve routine collection issues such as missed stops, broken blue boxes/carts/bins brought to the attention of the Contractor by the City</td>
<td></td>
</tr>
<tr>
<td><strong>Non-Routine Collection Issues &amp; Corrective Actions</strong></td>
<td>Immediately (within one (1) hour of the incident)</td>
</tr>
<tr>
<td>Notify the City of all non-routine collection issues such as incomplete routes, disagreements between a resident and the Contactor, etc and the proposed corrective action to be taken in response to the issue</td>
<td></td>
</tr>
<tr>
<td><strong>Commercial Vehicle Operator's Registration (CVOR)</strong></td>
<td>Annually (July)</td>
</tr>
<tr>
<td>Provide evidence of a valid CVOR throughout the term of the contract</td>
<td></td>
</tr>
<tr>
<td><strong>Certificate of Approval of a Waste Management System</strong></td>
<td>Annually (July)</td>
</tr>
<tr>
<td>Provide evidence of a valid C of A throughout the term of the contract</td>
<td></td>
</tr>
<tr>
<td><strong>Resolve Claim Notification</strong></td>
<td>Thirty (30) days following the claim</td>
</tr>
<tr>
<td>Provide written confirmation that all claims for damage from residents were resolved within thirty (30) days of the receipt of the claim</td>
<td></td>
</tr>
</tbody>
</table>

The following information is required to be recorded for all vehicles being weighed when tipped at the respective receiving facility:

- Date;
- Entry Time;
- Departure Time
- Facility Name;
- Customer Name;
- Transaction Number;
- Account Number;
- Vehicle Identification Number and/or Licence Plate Number;
- Material Source;
- Material Type;
- Gross, Tare and Net weights (expressed in kilograms, kg); and
- Weighmaster's Identification.

The contractor shall, in addition to the records specified above, maintain and provide to the City on a monthly basis, a summary of material collected on behalf of the City and submit this information to the City with each invoice. This shall include, but not necessarily be limited to:

1. Monthly materials collected:
   - Collection summary by weight of each collection vehicle by material stream; and
   - Weigh scale receipts must be maintained and made available in a format and manner as requested by the City.
2. Refusal Notice Sticker reports:
   - Collection stops that have been refused service due to inappropriate materials, by material stream.
3. Collection Not Made reports:
   - Locations not serviced as outlined in Sections 8.15 through 8.18.

All reporting shall be done in metric units.

The Contractor(s) shall provide consolidated, computer generated (Excel) monthly status reports for all types of collection and processing related to this contract. The reports shall be submitted to the City Engineer at the same time that the monthly invoices. The monthly reports should be in a format acceptable to the City Engineer. Failure to provide the necessary backup information will result in delay of payment for services rendered.
Section 12

Requirements at Time of Execution
12. Requirements at the Time of Execution

Subject to an award of the proposal, the successful Contractor is required to submit the following documentation in a form satisfactory to the City for execution within ten (10) working days after being notified to do so in writing:

1. Executed Bond
   1. City of Sarnia Performance Bond in the amount of 100% of the successful Contractor’s four (4) month price,
   OR
   2. Irrevocable Letter of Credit in the amount of 100% of the successful Contractor’s four (4) month price.

2. Required Insurance Documents
3. Clearance Certificate from the Workplace Safety and Insurance Board
4. Safety Policies and Procedures and Related Documentation
5. Executed Legal Agreement in a form satisfactory to the City of Sarnia.

If the Contractor for any reason, defaults or fails in any matter or thing referred to under “Requirements at Time of Execution”, the City shall be at liberty to retain the money deposited by the Contractor for use by the City as Liquidated Damages. In the event of default, the City reserves the right to accept any other proposal, advertise for new proposals or carry out the work in any way as the City may, at its sole discretion, deem best.

12.1 Executed Bond

1. The Contractor shall be required to submit to the City a Performance Bond guaranteeing the full and faithful performance of the work, in an amount of 100% of the Contractor’s price.

2. The bonds shall be those as issued by a bonding agency licensed to operate in the Province of Ontario, and only on the City standard Form of Bond.

   OR

3. An Irrevocable Letter of Credit from a recognized Financial Institution in the amount of 100% of the Contractor’s price, in a form acceptable to the City Treasurer.

The Contractor shall not commence work until such time as the requested Bond/Letter of Credit has been approved by the City Treasurer.

The Irrevocable Letter of Credit shall act as guarantee that the Contractor will perform the work contemplated herein. If the Contractor expressly or by implication repudiates the contract herein, the City may terminate the contract immediately upon written notice and immediately draw upon the Irrevocable Letter of Credit as liquidated damages. Notwithstanding the above, the City shall retain any other right which it may have in law to claim for any and all damages which it may suffer as a result of the Contractor’s breach of the provisions set forth in the contract.

12.2 Insurance and Indemnification

The Contractor shall at its own expense obtain and maintain until the termination of the contract, and provide the City with evidence of:

1. Comprehensive general liability insurance on an occurrence basis for an amount not less than five million ($5,000,000) dollars and shall include the City as an additional insured with respect to the successful bidders operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners’ and contractors’ protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

2. Automobile liability insurance for an amount not less than two million ($2,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.

3. Environmental Impairment liability insurance covering the work and services described in this Agreement including coverage for loss or claims arising from contamination to third party property or bodily injury during transit. Such policy shall provide coverage for an amount not less than one million ($1,000,000) dollars and shall remain in force for twelve (12) months following completion of work.

4. The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The City reserves the
right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonable require.

5. The Contractor shall not commence work until satisfactory evidence of insurance has been filed with and approved by the Purchasing Department of the City. The Contractor shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract.

6. The Contractor shall indemnify and hold the City harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether wilful or otherwise by the Contractor, its agents, officers, employees or other persons for whom the Contractor is legally responsible.

12.3 Workplace Safety & Insurance Board

The Contractor shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form must be furnished prior to commencement of work, every sixty (60) days or upon receipt of a Clearance Certificate from WSIB throughout the contract and must be submitted with final invoice before payment is made. The Contractor further agrees to maintain their WSIB account in good standing throughout the contract period.

If the Contractor is a self-employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an “independent operator” a letter from WSIB acknowledging independent contractor status and confirming that WSIB cover is not required must be provided to the City prior to commencement of work.

12.4 Safety Policies and Procedures and Related Documentation

The Contractor shall submit one (1) copy of each of the following items:

1. Their written health and safety policy and program where required under Section 25 (2) (j) of the Occupational Health and Safety Act. Where not required, Proponents are asked to provide procedures or a written description of safety practices applicable to the work to be performed under the contract.

2. They may be required to provide additional documentation/policies/procedures as applicable and as outlined in the contract requirements. These additional requirements, if any, will be found in the contract document.

12.5 Contract Document

Execute a Contract Document in triplicate in a form satisfactory to the City.
Section 13

Terms and Conditions
13. **Terms and Conditions**

13.1 **Contract Period**

The term of the contract will be for a period of seven and a half (7.5) or ten (10) years commencing July 1, 2012. The actual length of the term will be determined by the City based on the Bids received and the decision made by Council.

13.2 **Renewal**

1. The City, at its absolute sole discretion, has the option to renew the contract for an additional one (1) year period.

2. In determining whether to renew the contract, the City will consider the following, but not be limited to: performance, price and value.

13.3 **Canadian Funds**

All invoices from the Contractor to the City and all payments to the Contractor by the City shall be made in Canadian funds.

13.4 **Payment**

The Contractor shall submit to the City within ten (10) calendar days of the last working day of each month an invoice for the Work done in the month leading up to the last working day. The City shall make payment within thirty (30) days from the date of receipt of the invoice upon verification by the City that the work has been satisfactorily been completed.

Where the City disputes the amount of the invoice, the City shall make payment of the undisputed amounts within the time limits described.

Each invoice shall include all items as per Section 11.11, “Record Keeping & Reporting Requirements”. Each invoice shall indicate the number of units serviced and the unit price for each item.

The City Engineer shall withhold payment on any and all invoices until such time the Contractor has supplied the required monthly report in a satisfactory manner.

Annual Price Adjustments will be made in accordance with Section 16, sub-section 6.

13.5 **Taxes**

Harmonized Sales Tax (HST) is extra.

13.6 **Fuel Adjustment**

The City is committed to a fair bidding process for all bidders and to removing unreasonable risk as a result of highly variable diesel fuel prices. Bidders are advised that diesel fuel prices are not to be included in the bid price for curb-side collection as the City will provide the diesel fuel. The City will not provide diesel fuel for front-end collection vehicles (i.e. bin service for specified ICI and multi-family locations) and the Proponent is to include the cost of diesel fuel for these collections in their proposal.

The City will be assuming the risk of diesel fuel prices up to the quantity (in Litres) as stated by the Bidders in the Bid Forms (curb-side collection only). The Bidder assumes all risk and cost for diesel fuel above the quantity stated in the Bid Forms. No compensation will be provided to the Contractor if the quantity of diesel fuel used is less than that which is stated in the Bid Forms.

The City of Sarnia purchases diesel fuel as part of a large purchasing cooperative with prices adjusted weekly. The City’s current bulk order contract for the supply of diesel fuel is with Petro Canada and expires September 30, 2015 and the City has a two (2) year extension option. The cardlock locations are located at the Petro Canada truck stop (on London Line, Sarnia) and Waddick Fuels (Highway 21, Petrolia).

Should this RFP be awarded to a single Bidder for all of the participating municipalities, the successful Bidder will be compensated for the quantity of fuel used, as defined below. Should this RFP be awarded separately by the respective participating municipalities, the fuel adjustment will be negotiated separately between the individual municipalities and the successful contractor.

1. The successful Bidder will be provided with access cards for the curb-side collection vehicle drivers to use at the diesel provider’s cardlock stations (front-end collection vehicles will not have access cards).
i. The Contractor will be able to access diesel fuel for use in performing the Work.

ii. Should the Contractor’s consumption of diesel fuel (in Litres) exceed the number of Litres to be used in any given month (as proposed on the Bid Forms), the City Engineer will subtract the value of the diesel fuel from the Contractor’s monthly invoice at three (3) times the per Litre diesel cost for that week.

2. If, during the term of this contract, a different diesel fuel provider is awarded the City’s and if that provider does not have local cardlock stations, the successful contractor will be compensated for diesel fuel as follows:

   i. The Contractor is to obtain diesel fuel at a location of its choice.
   
   ii. The City will reimburse the Contractor for its purchase of diesel fuel by multiplying the City’s diesel fuel purchase price per Litre (adjusted annually, net of new stops as of the date of the change in diesel fuel provider) by the number of Litres of diesel fuel proposed by the Bidder on the Bid Forms.
   
   iii. The Contractor will be responsible for all diesel fuel costs above the City’s price per Litre and for consumption above quantity (in Litres) proposed by the Bidder.

All diesel fuel prices will be inclusive of all taxes.

For the purposes of this section and to support bid preparations, bidders are advised to include the quantity of diesel fuel to be used (expressed in Litres) to service each participating municipality. Specifically, diesel fuel consumption is to be expressed in weekly increments for waste, recyclables and yard waste and on a per stop basis for all curb-side collections and on a per lift basis for front end bin lifts and roll off services. For clarity, the unit price for the front end bin lifts is to include the price of diesel fuel and roll-off services are to exclude diesel fuel. For the purposes of bid preparations, bidders are to use a diesel fuel price of $1.00 (Canadian) per Litre.

### 13.7 Per Stop or Unit Cost for Contract Additions / Deletions

The Contractor, upon notification, will assume the responsibility for collection services as soon as any new homes, buildings, subdivisions, businesses, etc are ready for service as determined by the City. Compensation for new stops will not be included in the invoice for that month but rather the contract value will be adjusted per the Annual Price Adjustment as shown in Section 16, subsection 6.

Annual reviews of the number of stops will be performed by the City and the Contractor. The number of stops will be based on the Municipal Property Assessment Corporation (MPAC) assessment January of each year.

### 13.8 Invoices & Documentation

The Contractor shall submit an invoice to the City at the end of each month representing billing for the Work done for the previous month. The invoice will contain all required data to support that the Contract has been completed.

The Contractor shall also submit documentation on a monthly basis to accompany the invoice. Documentation will include an Excel spreadsheet, in the format provided by the City, which summarizes all material collected by area/route. A copy of this unlocked spreadsheet is to be emailed to the City each month.

### 13.9 Monies Due to the City

In the event that there are any monies payable to the City by the Contractor under the terms of this Contract, such monies shall be deducted from and retained by the City from the Contractor or may be recovered from the Contractor or the Contractor’s surety pursuant to the performance bond as a debt due to the City.

### 13.10 Payment Prior to Start of Contract

The Contractor is not eligible for any payment prior to the start-up of the Contract.

When payment is made to the Contractor, they shall promptly pay to every subcontractor employed any amount properly due such subcontractor on account of Work covered by the Contract.

The City shall not be liable for, or be held to pay, any money to the Contractor except as provided above; and on making the complete payment aforesaid, the City shall be released from all claim or liability to the Contractor for anything done, or furnished for, or relating to the Contract, or for any act or neglect of the City relating to the Work, except the claim against the City of the remainder, if any, of the amounts kept or retained as provided above.
13.11 Interest
The Contractor shall not be entitled to any interest upon any bill for extra work on account of delay in its approval by the City Engineer / Designate.

13.12 Disputes
In cases of disputes as to whether or not the service submitted meets the conditions in the accepted proposal, the decision of the Purchasing Agent for the City shall be final and binding on all parties.

If a dispute arises between the City and the Contractor as to their respective rights and obligations under this Contract that cannot be resolved informally, the Parties shall use the following dispute resolution procedures to resolve such disputes:

Within fourteen (14) calendar days of the final informal attempt to resolve the dispute, the respective authorized representative shall provide a 'Notice of Dispute' to the other representative in writing.

The dispute shall be referred by the Parties to non-binding mediation whereby the fees and expenses of the mediator will be divided equally (i.e. 50/50) between the City and the Contractor. The mediator will be appointed jointly by the Parties.

If the Parties are unable to resolve the dispute within a period of thirty (30) days of the first mediation session, the dispute shall be resolved through binding arbitration in accordance with the Arbitration Act, 1991, S.O. 1991, c.17, as amended from time to time. The arbitration shall be conducted by a single arbitrator appointed jointly by the Parties. In the event that the Parties cannot agree on a single arbitrator, the arbitration shall be conducted by an arbitral tribunal. Each party will appoint one (1) member who will then appoint a third member to act as chair of the tribunal. The arbitrator, or arbitral tribunal, as the case may be, will apportion the costs of the arbitration to the Parties.

13.13 Arbitration
If there is any misunderstanding or difference of opinion with respect to the interpretation, application, administration, alleged breach of this contract, or the Contractor disputes any decision of the City Engineer required by this contract, the Contractor shall submit a written request for a ruling to the City Engineer with respect to the matter not later than thirty (30) days after the day the matter arose. The Contractor's request shall identify the contract terms in respect of which the matter arose, state the grounds for the Contractor's position on the matter and submit the records which support their position.

The City Engineer shall within thirty (30) days of receipt of the Contractor's request either

1. Request the Contractor to submit such further and other particulars with respect to the matter as required in which case the Contractor shall submit the required particulars within thirty (30) days of receipt of the City Engineer's request. Following City Engineer’s receipt of the particulars, the Contractor's request with particulars shall be dealt with in the same way as a request for ruling, or

2. Notify the Contractor of his decision.

The Contractor shall be entitled to an arbitration of the matter if:

1. The City Engineer fails to respond to the request for ruling, and the Contractor gives notice to the City that they require an arbitration within ten (10) days of the date by which the City Engineer was required to give his ruling, or

2. The Contractor objects to the City Engineer's request for particulars and the Contractor gives notice to the City that they require an arbitration within the time prescribed for the delivery of particulars, or

3. The Contractor disputes the City Engineer decision and gives notice to the City that they require arbitration within ten (10) days of receipt of the City Engineer's decision.

The Contractor shall be deemed to have abandoned the matter if they fail to observe any time limit specified in the paragraphs above unless the City has extended the time limit in writing.

The City and the Contractor shall agree on an arbitrator within ten (10) days after the City receives the notice provided for in the paragraph above. If the parties fail to agree, either party may apply to a court of competent jurisdiction for the appointment of an arbitrator in accordance with the Arbitrations Act of Ontario, as amended. The Contractor shall be deemed to abandon the matter if no arbitrator has been appointed within six (6) months of the City receipt of the notice specified in the paragraph above.
No one shall be named or act as an arbitrator who is interested in anyway financially in the contract or in the business affairs of either party to it or has been directly or indirectly involved in an attempt to settle the matter.

The arbitrator is not authorized to make any decision inconsistent with the contract, nor shall the arbitrator modify or amend any of the contract terms.

The parties agree that the award made by the Arbitrator shall be final and binding and shall in all respect be kept and observed.

No matter may be submitted to arbitration except in accordance with the above provisions.

13.14 Force Majeure

Delays in or failure of performance by either party under the contract shall not constitute default hereunder or give rise to any claim for damages if and to the extent caused by the occurrences beyond the control of the party affected, including by not limited to the decrees of Governments, acts of God, fires, floods, explosions, riots, war, rebellions, sabotage and atomic or nuclear incident, but lack of finances, strikes or other concerted acts by workers delays or failure arising out of the nature of the Work to be done, or for the normal action of the elements or from any normal difficulties which 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 the parties control. Normal difficulties include but are not limited to those related to quality of equipment or delay in delivery of equipment.

In the event that performance of this contract in the reasonable opinion of either party is made impossible but by Force Majeure, then either party shall notify the other in writing and the City shall either:

1. Terminate this contract forthwith and without any further payment being made; or
2. Authorize the Contractor to continue the performance of the contract with such adjustments as required by the existence of the Force Majeure and agreed upon by both parties. In the event that the parties cannot agree upon the aforementioned adjustments, it is agreed by the parties that the contract shall be terminated.

13.15 Forfeiture of Contract

At the option of the City Engineer, the contract, or any part thereof, may be terminated upon twenty four (24) hours written notice to the Contractor in the event that the Contractor:

1. Does not execute the contract before commencing Work;
2. Fails to commence Work on the commencement date specified in this RFP;
3. Declares their inability to pay their debts as they generally become due;
4. Is judged or adjudicated to be bankrupt or insolvent;
5. Becomes subject to, or requests any benefits or exemptions relating to any provisions or enactments concerning bankruptcy or insolvency;
6. Breaches any term of this contract;
7. Abandons the Work; or
8. Fails to complete 100% of each days collection within the time limits provided.

In the event that the City terminates all or part of the contract, the City Engineer may take whatever steps considered advisable to secure the completion of the Work, and any damages or extra expenditures thereby incurred by the City may be collected as deductions from the Contractor's invoices without prejudice to the City right to take action to recover under the contract performance bond.

13.16 Contract Termination

The City may terminate the Contract if:

1. Without cause at any time, upon six (6) months written notice being provided to the Contractor;
2. Immediately and without notice, if the Contractor attempts to dispose of any divertible material that was collected as part of this contract for processing at any landfill, or other disposal location;
3. Immediately and without notice, if the Contractor commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Contractor makes a general assignment for the benefit of its creditors;
4. Immediately and without notice, if the Contractor does not comply with the Health and Safety requirements set out in these documents; or
5. Without notice, if the Contractor repeatedly fails to make sufficient payments for payments due to its Sub-Contractors or suppliers.
Upon expiration of ten (10) days from the date of receipt of written notice to the Contractor, if the Contractor fails to comply with any significant request, instruction or order given by the City; or fails to comply with, or persistent disregard for statutes, regulations, by-laws or directives of relevant authorities related to the Work; or fails to perform the Work with skill and diligence expected of any similar Contractor; or assigns or sublets the Contract without the prior written consent of the City; or refuses to correct deficient Work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract.

Any termination of the Contract by the City, as aforesaid, shall be without prejudice to any other rights or remedies the City may have.

If the City terminates the Contract as noted above, it is entitled to:

1. Take possession immediately of all the Work and materials in progress and finish the Work by whatever means the City may deem appropriate under the circumstances;
2. Withhold any further payments to the Contractor until the completion of the Work and
3. Recover from the Contractor, any loss, damage and expense incurred by the City by reason of the Contractor's default which may be deducted from any monies due, or becoming due, to the Contractor.

13.17 Remedies

The rights and remedies of the City as set forth in any provision of the contract shall not be exclusive and are in addition to any other rights or remedies provided by law or in equity pursuant to the provisions of this contract.

The exercise of any remedy provided by the contract does not relieve the Contractor of their sureties from any liability remaining under this contract.

The City Engineer may take such steps as he/she considers necessary to remedy any breach of contract and any damages or expenditures thereby incurred by the City plus a reasonable allowance for overhead may be collected by deduction of the monthly invoices.

The failure of either the City or the Contractor to insist upon strict performance of any provisions of this contract shall not be construed as a waiver of or relinquishment of the right to insist upon strict performance of such provisions on any future occasion.

13.18 Liens

The Contractor and its surety or themselves, their successors and assignees shall fully indemnify the City 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 lien or charged at law or inequity or to any claim or liability under the Construction Lien Act or to any attachment or debt, garnishee process or otherwise. The City shall not in any case be liable to any greater extent than the amount owing by it to the Contractor, its successors or assignees.

13.19 Conflicts and Omissions

Neither party to the contract shall take advantage of any apparent error or omission in the contract. Any Work not herein and specified which is necessary for the proper performance and completion of any Work contemplated, which may be implied as included in the contract, at the sole discretion of the City Engineer shall be done by the Contractor as if such Work had been specified and shall not be construed as a variation of the Work.

13.20 Interpretation

No change or modification to the contract shall be valid unless it is in writing and signed by the Contractor and the City Engineer.

Words importing the singular number shall include the plural, and vice versa and words importing the masculine gender shall include the feminine gender and words importing persons shall include firms and corporations and vice versa.

13.21 Assignment

Following award of the contract, the Contractor shall not, without written consent of the Purchasing Agent or Designate make any assignment or any subcontract for the execution of any service or product hereby proposed. The consent of the Purchasing Agent may be arbitrarily withheld.

13.22 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Contractor shall ensure that all its employees, agents, volunteers, or others for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with
disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the “Regulation”) made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended the “Act”). The Contractor shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The Contractor shall submit to the City, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The City reserves the right to require the contractor to amend its training policies to meet the requirements of the Act and the Regulation.

13.23 Changes in Law

The parties acknowledge that performance of the obligations required hereunder may be affected by changes in applicable laws of the Province of Ontario. In the event of a change in applicable legislation that results in a material impact on the performance of any act required by this Agreement, the Parties shall renegotiate the provisions of this Agreement to achieve mutually acceptable terms for the performance of acts required hereunder. If the Parties are unable to agree on the revised terms and conditions either Party may submit the dispute to arbitration in accordance with the provisions of the Arbitration Act S.O. 1991, C. 17.

13.24 Regulations and Bylaws

The Proponent is to base its Bid on the requirements and limits set out in the various by-laws which are available upon request and are located on the various municipal websites. Proponents are encouraged to familiarize themselves with these bylaws. The City will not consider any appeals for extra payment because the Contractor(s) is unfamiliar with the bylaws. Changes in future by-laws will not result in future requests for extra payments. Proponents are advised that by-laws are subject to change as determined exclusively by the respective municipality.

Bidders acknowledge that at the time of requesting Bids for this contract and for time to time throughout the terms of the Contract, the City may review and amend the various waste bylaws and any amendment may affect the Work required. The Proponent fully accepts the risk that any such amendment may increase its’ cost of performing Work required by this Agreement.

All federal, provincial and local laws and regulations now or hereinafter enacted shall become a part of the contract and be complied with in the performance of all portions of the Work.

The Contractor(s) is assumed to be familiar with all such laws and regulations which in any manner affect those engaged or employed in the Work, facilities, or equipment used in the proposed Work and no plea of misunderstanding will be considered on account of ignorance.

The successful proponent must arrange his operation so as to conform to the Corporation of Sarnia’s Noise Bylaw. Refer to Appendix D.

If the Contractor(s) discovers any provision in the specifications or contract which is contrary to, or inconsistent with any laws or regulations, he shall forthwith report to the City Engineer in writing, prior to the closing of the RFP.

The Contractor(s) and all vehicle drivers in employment for the Contractor(s) shall hold a valid driver’s licenses for the vehicle in which they are engaged to drive.

The Contractor(s) will require a Certificate of Approval for the operation of a waste management system from the Ministry of the Environment and shall be required to operate and maintain vehicles in accordance with the current and projected standards of the Ministry of Transportation.

Documented evidence must be filed with the City indicating the necessary permits and licenses are valid and current. These documents will become part of the contract entered into between the City and the successful Contractor.

After award of the Contract, and on an annual basis thereafter, the Contractor shall confirm, in writing, to the City Engineer that all vehicles being used for the Work comply with the CVOR inspection schedule and provide copies of the CVOR report to the City Engineer.

The Contractor shall immediately notify the City of any change in its CVOR safety rating.

13.25 Exclusion Of Proponent In Litigation

The City may, in its absolute discretion, reject a proposal submitted by a Proponent if the Proponent, or any officer or director of the Proponent is or has been engaged, either directly or indirectly through another corporation, in a
legal action against the City, its elected or appointed officers and employees in relation to:

1. Any other contract or services; or
2. Any matter arising from the City’s exercise of its powers, duties, or functions.

In determining whether or not to reject a proposal under this clause, the City will consider whether the litigation is likely to affect the Proponent’s ability to work with the City, its consultants and representatives, and whether the City’s experience with the Proponent indicates that the City is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the Proponent.

13.26 Exclusion of Proponent Due To Poor Performance

The City Engineer shall document evidence and advise the City’s Purchasing Department in writing where the performance of a Contractor has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations.

The City Treasurer may, in consultation with the City Solicitor, prohibit an unsatisfactory supplier from bidding on future contracts for a period of up to three (3) years.

13.27 Schedule of Liquidated Damages

<table>
<thead>
<tr>
<th>RFP Section Reference</th>
<th>Incident</th>
<th>Liquidated Damages</th>
</tr>
</thead>
</table>
| 5, 8.15 and 8.18      | Failure to complete the day’s work (i.e. work carried over to the following day and/or missed collections) | 1. $100 per incident  
2. $500 per route  
3. $1,000 per route on the 2<sup>nd</sup> consecutive day  
4. $1,500 per route on the 3<sup>rd</sup> consecutive day |
| 7.5                   | Failure to perform collections within the specified hours of work         | $100 per day, per route                                |
| 8.9                   | Failure to complete Special Consideration Collections                    | $100 per incident                                     |
| 8.12                  | Failure to meet the General Operating Details for Collection              | $100 per incident                                     |
| 8.16                  | Using vehicles dedicated to this contract to collect material from a private account or making collections not approved by the City | 1. $500 per truck, 1<sup>st</sup> incident  
2. $1,000 per truck, 2<sup>nd</sup> incident  
3. $1,500 per truck, 3<sup>rd</sup> incident |
| 8.17 and 11.11        | Failure to meet the Record Keeping and Reporting Requirements             | $500 per incident                                     |
| 8.23                  | Failure to meet the Residue Management requirements                       | $100 per incident                                     |
| 9.5                   | Failure to comply with compaction ratio or weight limits                  | $500 per load                                          |
| 10.2, 11.5, 11.6 and 11.7 | Failure to respond to complaints as directed by the Public Works Manager / Designate | $100 per incident                                     |
| 10.4 and 10.5         | Failure to meet Customer Service Standards                                | $100 per incident                                     |
| 10.6 and 10.7         | Failure to meet the Health and Safety Standards                           | 1. $500 per truck, 1<sup>st</sup> incident  
2. $1,000 per truck, 2<sup>nd</sup> incident  
3. $1,500 per truck, 3<sup>rd</sup> incident |
| Appendix E            | Failure to follow the Off Loading Procedure at the various facilities    | $100 per incident                                     |
Section 14

Form of Proposal
14. Form of Proposal

A SIGNED ORIGINAL OF THIS FORM OF PROPOSAL MUST BE INCLUDED IN THE FINANCIAL SUBMISSION

16.1 Please state terms of payment (Note: Early payment discounts will be considered in the award of the contract, and will apply after taxes):

________________________________________________________________________

16.2 I/WE, the undersigned authorized signing officer of the Proponent, HEREBY DECLARE that no person, firm or corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in this proposal.

16.3 I/WE further declare that all statements, schedules and other information provided in this proposal are true, complete and accurate in all respects to the best knowledge and belief of the Proponent.

16.4 I/WE further declare that this proposal is made without connection, knowledge, comparison of figures or arrangement with any other company, firm or persons making a proposal and is in all respects fair and without collusion for fraud.

16.5 I/WE further declare that the undersigned is empowered by the Proponent to negotiate all matters with the Corporation representatives, relative to this proposal.

16.6 WE further declare that the agent listed below is hereby authorized by the Proponent to submit this proposal and is authorized to negotiate on behalf of the Proponent.

16.7 I/WE have allowed for Addenda numbered as follows: #______ through to #______.

Failure to acknowledge all addenda will result in your proposal being rejected.

COMPANY NAME: __________________________________________________________
ADDRESS: _______________________________________________________________
CITY/PROVINCE: __________________________________________________________
POSTAL CODE/ZIP CODE __________________________________________________
AUTHORIZED SIGNATURE: _________________________________________________
TITLE __________________________

I/WE are authorized to bind the COMPANY/CORPORATION

NAME (Please print or type): ________________________________________________
TELEPHONE NUMBER ( ) FAX NUMBER ( )
HST REGISTRATION #______________________________________________________
EMAIL ADDRESS __________________________________________________________
DATE OF PROPOSAL ______________________________________________________

NOTE: Include this page with the Financial Submission.
FINANCIAL PROPOSAL
WASTE MANAGEMENT COLLECTION SERVICES

Proponents must complete all required Bid Forms (Appendix A) from the Financial Proposal for the Parts of Work they wish to submit on. The Schedules for Parts A through E are listed below for reference. The Proponent shall complete the Bid Forms as outlined and ensure all prices are quoted in Canadian dollars and that HST is not included in the proposed prices.

Please Note: The Financial Proposal must be submitted in a separate, sealed envelope clearly marked “Envelope 2 – Financial Proposal”

<table>
<thead>
<tr>
<th>Part of the Work</th>
<th>Description</th>
<th>Check if Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part A: Option 1 Recycling</td>
<td>- Bi-weekly, single family, curbside recycling collection&lt;br&gt;- Bi-weekly, curbside recycling collection from identified multi-family, commercial and educational locations&lt;br&gt;- Per lift, front-end recycling collection from identified multi-family and commercial locations (bin service)</td>
<td></td>
</tr>
<tr>
<td>Part A: Option 2 Recycling</td>
<td>- Weekly, single family, curbside recycling collection&lt;br&gt;- Weekly, curbside recycling collection from identified multi-family, commercial and educational locations&lt;br&gt;- Per lift, front-end recycling collection from identified multi-family and commercial locations (bin service)</td>
<td></td>
</tr>
<tr>
<td>Part B Garbage</td>
<td>- Weekly, single family, curbside garbage collection&lt;br&gt;- Weekly, curbside garbage collection from identified multi-family locations&lt;br&gt;- Per lift, front-end garbage collection from identified multi-family locations (bin service)&lt;br&gt;- Roll-off service per the prescribed schedule</td>
<td></td>
</tr>
<tr>
<td>Part C Yard Waste</td>
<td>- Per the prescribed schedule, curbside yard waste collection</td>
<td></td>
</tr>
<tr>
<td>Part D1</td>
<td>- Part A, Option 1 plus Parts B and C</td>
<td></td>
</tr>
<tr>
<td>Part D2</td>
<td>- Part A, Option 2 plus Parts B and C</td>
<td></td>
</tr>
</tbody>
</table>
Section 15

Agreement to Bond
15. **Agreement to Bond**

______________________________________________________________ (CONTRACTOR)

has submitted a written request for proposal to

THE CORPORATION OF THE CITY OF SARNIA (OBLIGEE)

In consideration of the Obligee accepting the request for proposal and executing an agreement with the Contractor for:

WASTE MANAGEMENT COLLECTION SERVICES

RFP #: 2011–123 We the Surety agree to issue for the contractor the following bonds:

(a) Performance Bond of One Hundred Percent (100%) of the average annual contract amount

It is a condition of this Agreement that if the above mentioned Request for Proposal is accepted, application for said bonds must be made to the undersigned within ninety (90) days of the execution of the contract related thereto, otherwise this Agreement shall be null and void.

Dated at ____________________ this ____________ day of 2011.

______________________________________________________________

Name of Bonding Company

______________________________________________________________

Attorney-in-fact

**NOTE:**
Bonding companies may submit the Agreement to Bond on their standard forms provided they conform to this form.
Section 16

General Conditions
16. General Conditions

1. PROPOSAL DEPOSIT(S)/PERFORMANCE BOND(S)/INSURANCE:
   If required elsewhere in this document, the Contractor shall provide Proposal/Quotation Deposits and/or Performance Bonding and Liability Insurance from financial institutions licensed to carry on operations in the Province of Ontario, Canada.

2. BONDING:
   (i) Agreement to Bond
   The proponent shall include with his proposal the Agreement to Bond in the form enclosed herewith, executed under its corporate seal by the surety company from which he proposed to obtain the bond.

   (ii) Performance Bond
   The proponent agrees that he will furnish a contract performance bond in the amount of 100% of the average annual contract amount, using the most current Canadian Construction Documents Committee (CCDC) format. Such performance bond shall guarantee faithful performance of the Contract during the period of the Contract, including the period of guaranteed maintenance and warranty.

   Any costs associated with these items are the responsibility and cost of the bidder.
   This bond shall guarantee all conditions as set out in the contract, including not only all matters pertaining to the proper execution of the work, but also all matters for which the contract is responsible throughout the period of the contract.

   Failure of a Bidder to file the required information within seven (7) working days after being requested to do so may be considered sufficient grounds for rejecting the bid and accepting the next lowest or any bid or requesting new bids.

3. INSURANCE:
   Before commencement of the work the Contractor must furnish to The Corporation of the City of Sarnia, a Certificate of Insurance detailing such coverage as provided under the Commercial General Liability policy, Non Owned Automobile Liability policy and Standard Owners Automobile Liability policy, Coverage shall be effected by such Insurer(s) licensed in the Province of Ontario, Canada, and/or acceptable to The Corporation of the City of Sarnia.

   The Commercial General Liability shall be on an “Occurrence basis”. “Claims Made” and/or Comprehensive General Liability policies are not acceptable unless approved in writing by the Manager of Financial Services.

   The policies will not be altered to the detriment of the City, cancelled or allowed to lapse without giving thirty (30) days written notice to The Corporation of the City of Sarnia and shall remain in force from Contract execution to the end of the Warranty period.

   The Corporation of the City of Sarnia, the Village of Point Edward, St. Clair Township, Aamjiwnaang First Nation and Enniskillen Township (excluding the Towns of Petrolia and Oil Springs) must be included as Additional Insured with respect to the Commercial General Liability policy.

   The Contractor shall indemnify and hold harmless the Corporation of the City of Sarnia, it officers and employees from and against any and all liabilities, claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by acts or omissions of the Contractor, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under this contract.
**Mandatory Coverage:**

(i) **Commercial General Liability (IBC 2100 or its Equivalency)**

Shall include the Owner, its employees and Consultants as Insured's. The Corporation of the City of Sarnia and such other entities as directed shall be added as additional Insured's. Minimum acceptable limits are $5,000,000 per Occurrence.

The Commercial General Liability policy must include “Blanket Contractual Liability” and “Cross Liability” endorsements.

Maximum Property Damage/Bodily Injury Deductible $2,500 for which The Contractor assumes full responsibility.

(ii) **Non Owned Automobile Liability Policy**

Minimum Limits of Liability $2,000,000 and coverage must be extended to include vehicles hired under Contract.

(iii) **Environmental Impairment Liability**

- **Contractors Pollution Liability (- including hostile fire)**

  Minimum $2,000,000

(iv) The Corporation of the City of Sarnia may require coverage for other hazards as required on a project basis.

(v) The Corporation of the City of Sarnia reserves the right to modify the insurance requirements as deemed suitable.

**Mandatory Coverage:**

(iii) **Commercial General Liability (IBC 2100 or its Equivalency)**

Shall include the Owner, its employees and Consultants as Insured's. The Corporation of the City of Sarnia and such other entities as directed shall be added as additional Insured's. Minimum acceptable limits are $5,000,000 per Occurrence.

The Commercial General Liability policy must include “Blanket Contractual Liability” and “Cross Liability” endorsements.

Maximum Property Damage/Bodily Injury Deductible $2,500 for which The Contractor assumes full responsibility.

(iv) **Non Owned Automobile Liability Policy**

Minimum Limits of Liability $2,000,000 and coverage must be extended to include vehicles hired under Contract.

(vi) **Environmental Impairment Liability**

- **Contractors Pollution Liability (- including hostile fire)**

  Minimum $2,000,000

(vii) The Corporation of the City of Sarnia may require coverage for other hazards as required on a project basis.

(viii) The Corporation of the City of Sarnia reserves the right to modify the insurance requirements as deemed suitable.
4. OCCUPATIONAL HEALTH AND SAFETY ACT:
Bidders should note that, where the provisions of the Province of Ontario’s *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as amended, and Regulations thereunder apply to the services to be provided under a Contract resulting from this Request for Proposal, all of the responsibilities and obligations imposed upon the “constructor” under this Act must be assumed by the bidder. All costs for services/materials required to fulfill these obligations shall be included in the Contract price quoted. Should the City of Sarnia become aware of any violations of this Act and Regulations, a notification will be made to the appropriate authorities. Where so warranted work could be suspended or indeed terminated without cost to the City of Sarnia.

The Contractor shall fulfil all of its obligations in compliance with the *Occupational Health and Safety Act*, and further agrees to take responsibility for any health and safety violation that may occur. Furthermore, if the City of Sarnia (or any of its council members or employees) shall be made a party to any charge under the *Occupational Health and Safety Act* in relation to any violation of the said Act arising out of this contract, the Contractor shall indemnify and save harmless the City of Sarnia from any and all charges, fines, penalties, and costs that may be incurred or paid by the City of Sarnia.

5. WORKPLACE SAFETY AND INSURANCE BOARD:
The Contractor shall pay to the appropriate provincial Board/Commission all assessments and levies owing to the Board/Commission in respect to any resulting contract and any unpaid assessments or levies shall be the sole responsibility of the Contractor.

Prior to commencing work, Contractors required to be registered in Ontario, must provide evidence of compliance with the requirements of the Province of Ontario with respect to workers’ compensation insurance.

Out-of-province Contractors are not exempt from having to register and must comply with the requirements of the Workplace Safety and Insurance Board of Ontario. Prior to commencing work, out-of-province Contractors not required to be registered in Ontario shall provide:

- Written confirmation from the Workplace Safety and Insurance Board of Ontario stating the Contractor is not required to be registered in Ontario;
- Evidence of compliance with the requirements of the province or territory of the Place of Business with respect to workers compensation insurance.

At any time during the term of the contract, when requested by the City of Sarnia, the Contractor shall provide such evidence of compliance by himself/herself and his/her Subcontractors. Failure to provide satisfactory evidence in respect to workers compensation insurance shall result in payment being held until satisfactory evidence of compliance, has been received by the Contractor.

6. ANNUAL PRICE ADJUSTMENT
The Contract Price will be in Canadian Funds and is the ‘Total Annual Cost’ for each year of the Contract as stipulated in the Bid Forms plus annual adjustments and applicable taxes as appropriate.

During each month of the first year of the contract, the Contractor will submit an invoice to the City Engineer that is equal to 1/12th of the ‘Total Annual Cost’ as proposed in the Bid Forms and accepted by the City.

The Contract Price for the second and subsequent years shall be the ‘Total Annual Cost’ for the previous year plus/minus an adjustment for inflation/deflation, calculated:

1. Using the Statistics Canada Consumer Price Index (CPI) ‘All Items excluding fuel’ (Ontario) to calculate the inflation/deflation adjustment. The difference between the CPI for September of the current year as compared to that for September of the previous year shall be the adjustment for the current year.
2. The Contract Price for the second and subsequent years shall be adjusted for changes in the number of stops. This will be done based on the MPAC assessment for each of the participating municipalities between July 1 of the previous year and June 30 of the current year.

3. Adjustments to the Contract Price will be made in January of each year for increases/decreases in the number of stops from the previous year. However, any addition or deletion of the number of stops which occur during the year shall be automatically serviced by the Contractor but no change will be made to the payment for the number of stop made until the adjustment is made. The Contractor is to service any new stop as soon as the stop is utilized by the property owner without any adjustment to the unit price. Should the net increase in the number of stops during the year exceed 5% of the estimated number of annual stops, the Contractor may apply to the City Engineer for an interim adjustment in the number of paid stops.

4. The prices for work done under this contract will be adjusted annually starting in the second year of the contract based on the Statistics Canada Consumer Price Index (C.P.I) Ontario – All items excluding fuel. The price adjustment will be based on the September C.P.I. and will be effective January 1 of each year. The formula used shall be as follows:

\[
\text{New price} = \text{Request for Proposal price} \times \frac{\text{Ontario C.P.I. for September 2012}}{\text{Ontario C.P.I. for September 2011}}
\]

The resulting new price may be greater or less than the previous year’s price.

The City purchases bulk fuel for which the Contractor will be able to use. Unit prices are not to include any provision for diesel fuel (as described in Section 13.6, Fuel Adjustment).

7. BLACK OUT PERIOD:
No addendum(s) will be issued within 48 hours prior to bid closing. All addendum(s) become part of the bid documents and must be acknowledged and/or submitted as instructed with the bid. All addendum(s) will be posted on the City of Sarnia website; All submissions shall indicate separately, Harmonized Sales Tax (H.S.T.). It is the responsibility of the bidder to verify with the Customs and Excise Branch of Canada Customs and Revenue Agency any rulings for payment of tax or tax exemptions. Prices quoted shall be in Canadian funds inclusive of customs, duty and freight and F.O.B. job site, Sarnia, Ontario.
http://www.city.Sarnia.on.ca/site_stepstocityhall/purchasing_proposals_quotes.asp. It is the Bidder's sole responsibility to check the website for addendum(s) prior to submitting their bid. Any bid received without addendum(s) acknowledged and/or submitted as instructed will be rejected.

8. LITIGATION:
No bid will be accepted from any Bidder inclusive of its subcontractor(s), which has a claim or instituted a legal proceeding or has threatened a claim or instituted a legal proceeding against The Corporation or against whom the Corporation has a claim or instituted a legal proceeding with respect to any previous contract, without prior approval by Council.

9. ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE:
It is the Bidder's responsibility to ensure that they, their employees and agents and all sub-contractors hired under this contract are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

10. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (MFIPPA):
In accordance with the Municipal Freedom of Information and Protection of Privacy Act, this is to advise that the personal information Bidders provide is being collected under authority of the Municipal Act and will be used exclusively in the selection process. All bids submitted become the property of The Corporation of the City of Sarnia. Because of MFIPPA, Bidders are reminded to identify in their bid material any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete bids are not to be identified as confidential.
11. PERMITS, LICENSES AND REGULATIONS:
The Bidder shall apply and pay for all necessary permits and licenses, approvals and consents required for
the execution of the work. The Bidder shall give all necessary notices and pay all fees required by law and
comply with all laws, by-laws, rules, regulations, and requirements relating to the work and to the
preservation of public health. The Bidder shall be responsible for the safety of all workers and equipment on
the site in accordance with all applicable safety legislation passed by Federal, Provincial and Local
Authorities governing construction safety.

12. AUTHORITY TO CHANGE:
No changes shall be made from this document without the approval of the Department proposing. Staff do
not have the authority to request changes.

13. ASSIGNMENT:
The Contractor shall not assign the Contract nor the proceeds without the written consent of the City.

14. TAKING THE WORK OUT OF THE CONTRACTOR'S HAND:
Where the Contractor becomes bankrupt or insolvent, delays commencing or diligently executing the Work,
abandons the Work or has otherwise failed to perform any of the provisions of the Contract, the City may,
without previous notice and without process or suit at law, take the work out of the hands of the Contractor
and have it completed by whatever means are considered necessary. In addition to any other remedy
available in law or equity, the City may use all monies due on the Contract to correct or complete the work.
Appendix A

Bid Forms

(Note: Bid Forms are to be printed and submitted on 11”x17” size paper)
1. Bidders are to provide the first year unit prices. Subsequent years will be adjusted based on the prescribed CPI formula.

2. Bidders are to provide pricing for this municipality assuming that the Bidder is awarded the Contract to only this municipality.

3. Unit prices are to be shown in Canadian dollars and exclude taxes.

4. All prices are to exclude the price of fuel, as fuel will be provided by the City.

5. For Apartment / ICI collection, for the purposes of Bid evaluation, on-call refers to once per month.

6. Compostables:

Table 1: Curbside

<table>
<thead>
<tr>
<th>Material Stream</th>
<th>Frequency of Collection</th>
<th># Weeks</th>
<th># Stops</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Box</td>
<td>Bi-weekly</td>
<td>26</td>
<td>52</td>
</tr>
<tr>
<td>Garbage</td>
<td>Bi-weekly</td>
<td>26</td>
<td>52</td>
</tr>
<tr>
<td>Co-collection</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Option</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yard Waste</td>
<td></td>
<td>16</td>
<td>52</td>
</tr>
<tr>
<td>Compostables</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dedicated</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>vehicle, re-co-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>collection</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bulb Items</td>
<td>Monthly</td>
<td>12</td>
<td>15</td>
</tr>
<tr>
<td>White Goods</td>
<td>Bi-weekly</td>
<td>12</td>
<td>15</td>
</tr>
</tbody>
</table>

Table 2: Bin and Roll off Lifts

<table>
<thead>
<tr>
<th>Material Stream</th>
<th>Collection Source and Type</th>
<th>Frequency of Collection</th>
<th># Weeks</th>
<th># Stops</th>
<th>Unit Price ($/stop/year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Box</td>
<td>Recyclables</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Apartments and ICI</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 - 8 cubic yard bins</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Garbage</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>LMG Departments</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>20 yard roll off</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>IC/ ILMG</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>40 yard roll off</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Table 3: Litter Containers and Special Events

<table>
<thead>
<tr>
<th>Material Stream</th>
<th>Collection Source</th>
<th>Frequency of Collection</th>
<th># Weeks</th>
<th># Stops</th>
<th>Unit Price ($/stop/year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waste</td>
<td>Litter Containers</td>
<td>Weekly</td>
<td>66</td>
<td>52</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Special Events</td>
<td>On-call</td>
<td>4</td>
<td>12</td>
<td></td>
</tr>
</tbody>
</table>
The City of Sarnia and the Lambton Municipal Group
RFP No. 2011-123
Waste Management Collection Services

Collection Bid Form - Village of Point Edward

Closing Time: 2:00 p.m.
Closing Date: January 10, 2012

Date

Bidder Company Name
Authorized Bidder’s Representative Signature

1. Bidders are to provide the first year unit prices. Subsequent years will be adjusted based on the prescribed CPI formula.
2. Bidder’s are to provide pricing for this municipality assuming that the Bidder is awarded the Contract to only this municipality.
3. Unit prices are to be shown in Canadian dollars and exclude taxes.
4. All prices are to exclude the price of fuel, as fuel will be provided by the City.
5. For Apartment / ICI collection, for the purposes of Bid evaluation, on-call refers to once per month.

Table 1: Curbside Collection

<table>
<thead>
<tr>
<th>Material Stream</th>
<th>Frequency of Collection</th>
<th># Weeks</th>
<th>7.5 Year Contract</th>
<th>10 Year Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Box</td>
<td>Weekly</td>
<td>52</td>
<td>(= A \times B)</td>
<td>(= A \times B)</td>
</tr>
<tr>
<td></td>
<td>Bi-weekly</td>
<td>26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waste</td>
<td>Weekly</td>
<td>52</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bi-weekly</td>
<td>26</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Twice per Week</td>
<td>104</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Co-collection Option</td>
<td>Weekly</td>
<td>52</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bi-weekly</td>
<td>26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dedicated vehicle, no co-collection</td>
<td>Weekly</td>
<td>52</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bi-weekly</td>
<td>26</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Monthly</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>On-call (Monthly)</td>
<td>12</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Table 2: Bin and Roll off Lifts

<table>
<thead>
<tr>
<th>Material Stream</th>
<th>Collection</th>
<th>Frequency of Collection</th>
<th># Stops</th>
<th># Weeks</th>
<th>7.5 Year Contract</th>
<th>10 Year Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Box</td>
<td>Recyclables</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waste</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The City of Sarnia and the Lambton Municipal Group  
RFP No. 2012-123  
Waste Management Collection Services  

Collection Bid Form - St. Clair Township  

1. Bidders are to provide the first year unit prices. Subsequent years will be adjusted based on the prescribed CPI formula.  
2. Bidders are to provide pricing for this municipality assuming that the Bidder is awarded the Contract to only this municipality.  
3. Unit prices are to be shown in Canadian dollars and exclude taxes.  
4. All prices are to exclude the price of fuel, as fuel will be provided by the City.  
5. For Apartment / ICI collection, for the purposes of Bid evaluation, on-call refers to once per month.  

Table 1: Curbside Collection

<table>
<thead>
<tr>
<th>Material Stream</th>
<th>Frequency of Collection</th>
<th># Stops</th>
<th># Weeks</th>
<th>Unit Price ($/stop/year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Box</td>
<td>Weekly</td>
<td>52</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bi-weekly</td>
<td>26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waste</td>
<td>Weekly</td>
<td>52</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bi-weekly</td>
<td>26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Co-collection</td>
<td>Blue Box and Waste</td>
<td>Weekly</td>
<td>52</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bi-weekly</td>
<td>26</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Table 2: Bin Lifts

<table>
<thead>
<tr>
<th>Material Stream</th>
<th>Collection Source and Type</th>
<th>Frequency of Collection</th>
<th># Stops</th>
<th># Weeks</th>
<th>Unit Price ($/stop/year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Box</td>
<td>Recycling</td>
<td>Bi-weekly</td>
<td>65</td>
<td>26</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Waste</td>
<td>On-call (Monthly)</td>
<td>360</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Apartments and ICI</td>
<td>Bi-weekly</td>
<td>160</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bi-weekly</td>
<td>130</td>
<td>26</td>
<td></td>
</tr>
</tbody>
</table>

Table 3: Litter Containers and Special Events

<table>
<thead>
<tr>
<th>Material Stream</th>
<th>Collection Source</th>
<th>Frequency of Collection</th>
<th># Weeks</th>
<th>Collection Price ($/stop/year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Litter Containers</td>
<td>Weekly</td>
<td>19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waste</td>
<td>Monthly</td>
<td>12</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Table 4: Bin Rental

<table>
<thead>
<tr>
<th>Bin Size (cu/yd)</th>
<th>Unit Price ($/unit/month)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>7.5 Yr Contract</td>
</tr>
<tr>
<td>4</td>
<td>10 Yr Contract</td>
</tr>
<tr>
<td>6</td>
<td>Monthly Bin Rental</td>
</tr>
<tr>
<td>8</td>
<td>Bird Box and Waste</td>
</tr>
<tr>
<td>20</td>
<td>Materials</td>
</tr>
<tr>
<td>45</td>
<td></td>
</tr>
</tbody>
</table>

Estimated Curbside stops (annual, including all single family, defined multi-family, I/C, trailer parks and transit locations): 5,560 km (to be travelled, per month)

Estimated Bin Lifts (per week): 66

Authorized Bidder's Representative Signature
The City of Sarnia and the Lambton Municipal Group
RFP No. 2011-123
Waste Management Collection Services

Collection Bid Form - Enniskillen Township

Closing Time: 2:00 pm
Closing Date: January 10, 2012

1. Bidders are to provide the first year unit prices. Subsequent years will be adjusted based on the prescribed CPI formula.
2. Bidder’s are to provide pricing for this municipality assuming that the Bidder is awarded the Contract to only this municipality.
3. Unit prices are to be shown in Canadian dollars and exclude taxes.
4. All prices are to exclude the price of fuel, as fuel will be provided by the City.

Date

Bidder Company Name

Authorized Bidder’s Representative Signature

---

1,147 km (to be travelled, per month)

Curbside - Litres of diesel fuel (to be consumed, per month)

Table 1: Curbside

<table>
<thead>
<tr>
<th>Material Stream</th>
<th>Frequency of Collection</th>
<th># Weeks</th>
<th>Unit Price ($/stop/year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dedicated vehicle per material stream, no co-collection</td>
<td>Weekly</td>
<td>52</td>
<td>7.5 Year Contract = A * B</td>
</tr>
<tr>
<td></td>
<td>Bi-weekly</td>
<td>26</td>
<td>10 Year Contract = A * B</td>
</tr>
<tr>
<td>Co-collection Option</td>
<td>Weekly</td>
<td>52</td>
<td>7.5 Year Contract = A * B</td>
</tr>
<tr>
<td></td>
<td>Bi-weekly</td>
<td>26</td>
<td>10 Year Contract = A * B</td>
</tr>
<tr>
<td>Dedicated vehicle, no co-collection</td>
<td>Bi-weekly</td>
<td>26</td>
<td>7.5 Year Contract = A * B</td>
</tr>
<tr>
<td></td>
<td>Monthly</td>
<td>12</td>
<td>10 Year Contract = A * B</td>
</tr>
<tr>
<td></td>
<td>On-call (Monthly)</td>
<td>12</td>
<td>10 Year Contract = A * B</td>
</tr>
</tbody>
</table>

Table 2: Bin and Roll off Lifts

<table>
<thead>
<tr>
<th>Material Stream</th>
<th>Source and Type</th>
<th>Frequency of Collection</th>
<th># Weeks</th>
<th>Unit Price ($/stop/year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Box Recyclables</td>
<td></td>
<td></td>
<td></td>
<td>7.5 Year Contract = A * B</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10 Year Contract = A * B</td>
</tr>
<tr>
<td>Waste</td>
<td></td>
<td></td>
<td></td>
<td>7.5 Year Contract = A * B</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10 Year Contract = A * B</td>
</tr>
</tbody>
</table>
The City of Sarnia and the Lambton Municipal Group
RFP No. 2011-123
Waste Management Collection Services

1. Bidders are to provide the first year unit prices. Subsequent years will be adjusted based on the prescribed CPI formula.
2. Bidders are to provide pricing for this municipality assuming that the Bidder is awarded the Contract to only this municipality.
3. Unit prices are to be shown in Canadian dollars and exclude taxes.
4. All prices are to exclude the price of fuel, as fuel will be provided by the City.

Collection Bid Form - Aamjiwnaang First Nation

Closing Date: January 10, 2012

Date ____________________________

Bidder's Company Name ____________________________

Authorized Bidder's Representative Signature ____________________________

---

Table 1: Curbside

<table>
<thead>
<tr>
<th>Curbside Collection</th>
<th>Material Stream</th>
<th>Frequency of Collection</th>
<th>A</th>
<th>B</th>
<th>7.5 Year Contract</th>
<th>10 Year Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Blue Box</td>
<td>Weekly</td>
<td>0</td>
<td>52</td>
<td>= A * B</td>
<td>= A * B</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bi-weekly</td>
<td>0</td>
<td>26</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

km (to be travelled, per month) ____________________________

Curbside - Litres of diesel fuel (to be consumed, per month) ____________________________

---

Table 2: Bin and Roll off Lifts

<table>
<thead>
<tr>
<th>Material Stream</th>
<th>Collection Source and Type</th>
<th>Frequency of Collection</th>
<th>A</th>
<th>B</th>
<th>7.5 Year Contract</th>
<th>10 Year Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Box Recyclables</td>
<td>Source and Type</td>
<td>Frequency of Collection</td>
<td># Stops</td>
<td># Weeks</td>
<td>= A * B</td>
<td>= A * B</td>
</tr>
<tr>
<td>Waste</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**The City of Sarnia and the Lambton Municipal Group**

**RFP No. 2011-123**

**Waste Management Collection Services**

**Collection Bid Form**

**All Municipalities**

**Closing Time:** 2:00 p.m.

**Closing Date:** January 10, 2012

---

1. Bidders are to provide the first year unit prices. Subsequent years will be adjusted based on the prescribed CPI formula.

2. Bidders are to provide pricing for this municipality assuming that the Bidder is awarded the Contract to only this municipality.

3. Unit prices are to be shown in Canadian dollars and exclude taxes.

4. All prices are to exclude the price of fuel, as fuel will be provided by the City.

5. For Apartment / ICI collection, on-call refers to once per month.

6. Yard Waste:
   - Option 1: As per the current collection schedule for Sarnia (Yard Waste, Brush and Christmas Trees) and St. Clair but only reusable containers and Kraft Paper bags are acceptable
   - Option 3: Weekly collection between April and November plus one week in January (for all Compostable materials) where only Kraft Paper bags and reusable containers are permitted for Sarnia and St. Clair

---

### Table 1: Curbside

<table>
<thead>
<tr>
<th>Material Stream</th>
<th>Source</th>
<th>Frequency of Collection</th>
<th># Weeks</th>
<th># Stops</th>
<th>Unit Price ($/stop/year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Box</td>
<td>Weekly</td>
<td>38,383</td>
<td>52</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bi-weekly</td>
<td>38,383</td>
<td>26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waste (excludes Aamjiwnaang)</td>
<td>Weekly</td>
<td>31,401</td>
<td>52</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bi-weekly</td>
<td>31,401</td>
<td>26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Co-collection</td>
<td>Option 1</td>
<td>30,215</td>
<td>16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Compostables (Sarnia and St. Clair only)</td>
<td>Option 2</td>
<td>30,215</td>
<td>27</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Option 3</td>
<td>30,215</td>
<td>27</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bulk Items &amp; White Goods (excludes Aamjiwnaang)</td>
<td>Weekly</td>
<td>31,401</td>
<td>52</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bi-weekly</td>
<td>31,401</td>
<td>26</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Monthly</td>
<td>31,401</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>On-call (Monthly)</td>
<td>31,401</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

### Table 2: Bin and Roll-off Lifts - Sarnia and St. Clair only

<table>
<thead>
<tr>
<th>Material Stream</th>
<th>Collection Source</th>
<th>Frequency of Collection</th>
<th># Weeks</th>
<th># Stops</th>
<th>Unit Price ($/stop/year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apartments and ICI</td>
<td>Bi-weekly</td>
<td>38,383</td>
<td>52</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 - 8 cubic yard bin lifts</td>
<td>Weekly</td>
<td>932</td>
<td>26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waste</td>
<td>On-call (Monthly)</td>
<td>1,864</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ICI / LMG Departments</td>
<td>Bi-weekly</td>
<td>16</td>
<td>26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20 yard roll off</td>
<td>Bi-weekly</td>
<td>32</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waste</td>
<td>On-call (Monthly)</td>
<td>16</td>
<td>26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ICI / LMG Departments</td>
<td>Bi-weekly</td>
<td>8</td>
<td>52</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40 yard roll off</td>
<td>Bi-weekly</td>
<td>32</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waste</td>
<td>On-call (Monthly)</td>
<td>16</td>
<td>26</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

### Table 3: Litter Containers and Special Events

<table>
<thead>
<tr>
<th>Material Stream</th>
<th>Collection Source</th>
<th>Frequency of Collection</th>
<th># Weeks</th>
<th># Stops</th>
<th>Unit Price ($/stop/year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Litter Containers</td>
<td>Weekly</td>
<td>87</td>
<td>52</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Events</td>
<td>On-call (Monthly)</td>
<td>4</td>
<td>12</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

### Table 4: Bin Rental - Sarnia and St. Clair only

<table>
<thead>
<tr>
<th>Bin Size (cu/yd)</th>
<th>Unit Price ($/unit/month)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>20</td>
<td>30</td>
</tr>
<tr>
<td>40</td>
<td>45</td>
</tr>
</tbody>
</table>
Appendix B

Current Collection Maps
Zones 1 & 2 only refer to **RECYCLABLE COLLECTION**. Household garbage will be picked up weekly. Brush or compostables will be picked up citywide in **ALL ZONES** on your waste collection day on designated weeks.
WASTE COLLECTION RURAL

COLLECTION DAYS
- MONDAY
- TUESDAY
- THURSDAY

RECYCLING WEEK 1

WASTE COLLECTION RURAL

COLLECTION DAYS
- TUESDAY
- WEDNESDAY
- THURSDAY

RECYCLING WEEK 2
Appendix C

Current Collection Information
Sarnia

WASTE

STREET
- Currently, maximum 4 bags or 2 pails
- Proposed 3 bag limit effective July 1, 2012 and 2 bag limit effective January 1, 2015
- Unlimited for businesses
- No construction material (includes drywall, toilets, wood, concrete, auto parts, gas powered lawn mowers, Hazardous Waste etc.)
- Large Bulk items collected with regular waste from residential units
- Items containing Freon must be purged and tagged

MULTIFAMILY
- Collected by front end dumpsters
- Owners make own arrangements for collection frequency of waste
- Multifamily building owners are responsible to arrange for own collection of bulk items

The owners can place bulk items in the dumpster; items cannot exceed the top of the dumpster by 6 inches.

RECYCLING (Sarnia and Aamjiwnaang First Nation)

RESIDENTIAL
- Bi-weekly collection – Two Zones
- Collect all fibres, must be bundled
- Collect all cans, plastic bottles, containers [must be in open container (blue box)]
- Containers and fibres cannot be in plastic bags (Exceptions are allowed for disabled individuals, shredded office paper)
- Collection also done at any business that has street access for the recycle trucks

MULTIFAMILY
- Collected weekly in 96 gal carts (Fibre Containers)

COMPOSTING
- Compostables collected in transparent bags (8 weeks in the fall & 7 weeks in the spring)
- Contractor is required to de bagged the compostables at the Composting site and dispose of the bag waste at their cost
- Brush must be bundled or placed in a container marked with an X (collected 3 weeks in the spring and 2 weeks in the fall)

Curbside Collection
All single family homes are to receive curbside collection.

In the rural areas, collection may be proposed to be on one-side of the street (preferably on the side that has the residential mailboxes.)

Sarnia’s road boundaries are:
- Northern: Lake Huron and Exmouth Street
- Southern: LaSalle Line
- Eastern: Mandaumin Road and Christina Street
- Western: St. Clair River

Container Service – 20 or 40 yard bins
The Corporation currently has six (6) locations that require roll-off service:
Contractors are responsible to check all apartment buildings listed as some buildings use compactors or have odd shaped dumpsters for the collection of waste.

Three (3) charities will also have collection of a bin:

- Sarnia Goodwill;
- St. Vincent de Paul; and
- Salvation Army.

The Contractor would be expected to empty these containers whether to not it is owned by the Contractor as required by the Departments from these locations.

If required other LMG departments or designated ICI locations may need these bins and the Contractor will supply the bins at the lift cost shown in the Bid Form.

**Street Side Receptacles / Special Events**

During the following parades all litter containers are to be emptied at 7 a.m. on the day listed:

- Labour Day Parade - Monday - day of parade
- Gay Pride Parade - morning of parade
- Remembrance Day Parade - morning of parade
- Santa Claus Parade - Friday - day before parade

Downtown litter containers must be emptied a minimum of once per week. The litter containers must also be emptied the morning (7 a.m.) of the following parades:

- Labour Day;
- Gay Pride;
- Remembrance Day; and
- Santa Claus (first Saturday in December).

**Transit Stops**

- Black garbage containers at bus stops on u-posts – currently 1 installed and being tested with up to 12 in total being used by the end of September
- 1 dumpster on site
- 39 of the larger cement containers with liners
## Curbside Collection Service – Downtown (ICI)

<table>
<thead>
<tr>
<th>Location</th>
<th>Approx # of Pickup Points per Collection Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front Street - W/S Wellington to City Hall (includes Post Office)</td>
<td>21</td>
</tr>
<tr>
<td>Davis - Front to Victoria</td>
<td>6</td>
</tr>
<tr>
<td>Christina - George to Wellington</td>
<td>30</td>
</tr>
<tr>
<td>Seaway Lane</td>
<td>1</td>
</tr>
<tr>
<td>Cromwell - Victoria to Front</td>
<td>6</td>
</tr>
<tr>
<td>Lochiel - Front to Eaton Centre Entrance</td>
<td>8</td>
</tr>
<tr>
<td><strong>East Street Plaza</strong></td>
<td>14</td>
</tr>
<tr>
<td>Mall Strip - 106 East St. S. to 146 East St. N.</td>
<td></td>
</tr>
<tr>
<td><strong>Mitton Street</strong></td>
<td></td>
</tr>
<tr>
<td>1. 176 Mitton Street S. to Wellington St. &amp; Mitton Street to Proctor St.</td>
<td>20</td>
</tr>
<tr>
<td>2. George St. to Wellington St</td>
<td>18</td>
</tr>
<tr>
<td><strong>Northgate Plaza</strong></td>
<td>35</td>
</tr>
<tr>
<td>Bounded by 812 Colborne Rd to 818 Colborne Rd and 450 Exmouth to 560 Exmouth</td>
<td></td>
</tr>
</tbody>
</table>

### Apartments to Receive Curbside Collection

- 204 N. Front
- 100 Christina N.
- 208 Christina S.
- 102-104 Forsyth S.
<table>
<thead>
<tr>
<th>Location</th>
<th>#</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FRONT STREET - WEST SIDE</strong></td>
<td></td>
</tr>
<tr>
<td>Boardwalk - Johnston St to Davis St</td>
<td>5</td>
</tr>
<tr>
<td>Cromwell St and Front St - Walkway Bench</td>
<td>1</td>
</tr>
<tr>
<td>Lochiel St and Front St North &amp; South</td>
<td>1</td>
</tr>
<tr>
<td>Lochiel St and Front St - Park</td>
<td>2</td>
</tr>
<tr>
<td>Front St - Ferry Dock Hill by bench</td>
<td>1</td>
</tr>
<tr>
<td>172 N. Front St</td>
<td>1</td>
</tr>
<tr>
<td>210 N. Front St</td>
<td>1</td>
</tr>
<tr>
<td>226 N. Front St</td>
<td>1</td>
</tr>
<tr>
<td>144 N. Front St</td>
<td>1</td>
</tr>
<tr>
<td><strong>CHRISTINA STREET - WEST SIDE</strong></td>
<td></td>
</tr>
<tr>
<td>223 N. Christina Street</td>
<td>1</td>
</tr>
<tr>
<td>George Street and Christina Street</td>
<td>1</td>
</tr>
<tr>
<td>Bank of Montreal</td>
<td>1</td>
</tr>
<tr>
<td>White Cane</td>
<td>1</td>
</tr>
<tr>
<td>197 N. Christina Street</td>
<td>1</td>
</tr>
<tr>
<td>187 N. Christina Street</td>
<td>1</td>
</tr>
<tr>
<td>Bank of Nova Scotia</td>
<td>2</td>
</tr>
<tr>
<td>Bank of Nova Scotia Parking Lot</td>
<td>1</td>
</tr>
<tr>
<td>149 N. Christina Street</td>
<td>1</td>
</tr>
<tr>
<td>143 N. Christina Street</td>
<td>1</td>
</tr>
<tr>
<td>137 N. Christina Street</td>
<td>1</td>
</tr>
<tr>
<td>125 N. Christina Street</td>
<td>1</td>
</tr>
<tr>
<td>Christina Street and Davis S/S</td>
<td>1</td>
</tr>
<tr>
<td><strong>CROMWELL STREET</strong></td>
<td></td>
</tr>
<tr>
<td>McFee Parking Lot by Tangs</td>
<td>1</td>
</tr>
<tr>
<td><strong>CHRISTINA STREET - EAST SIDE</strong></td>
<td></td>
</tr>
<tr>
<td>224 N. Christina Street</td>
<td>1</td>
</tr>
<tr>
<td>218 N. Christina Street</td>
<td>1</td>
</tr>
<tr>
<td>Bayside Bus Stop</td>
<td>1</td>
</tr>
<tr>
<td>188 N. Christina Street</td>
<td>1</td>
</tr>
<tr>
<td>184 N. Christina Street</td>
<td>1</td>
</tr>
<tr>
<td>174 N. Christina Street</td>
<td>1</td>
</tr>
<tr>
<td>168 N. Christina Street</td>
<td>1</td>
</tr>
<tr>
<td>Alley - Christina Street Entrance</td>
<td>1</td>
</tr>
<tr>
<td><strong>CROMWELL STREET</strong></td>
<td></td>
</tr>
<tr>
<td>McFee Parking Lot by Tangs</td>
<td>1</td>
</tr>
<tr>
<td><strong>LOCHIEL STREET</strong></td>
<td></td>
</tr>
<tr>
<td>138 Lochiel Street</td>
<td>1</td>
</tr>
<tr>
<td>139 Lochiel Street</td>
<td>1</td>
</tr>
<tr>
<td>Corner Nutrition Edition</td>
<td>1</td>
</tr>
</tbody>
</table>

Locations of Litter Containers – Other Locations

- East Street - Peters Variety
- Mitton Street
- Mitton Street and Davis Street
- 125 N. Mitton Street
- 106 N. Mitton Street
- 103 S. Mitton Street
- 106 S. Mitton Street
- 120 S. Mitton Street
- Shoppers Drug Mart
- Municipal Parking Lot - Mitton Street
- 144 S. Mitton Street
- Mitton Street and Wellington N/S Corner
- Mitton Street and Wellington S/S Corner
- Vidal Street Variety
- Russel Street and Durand Street
- Wellington Street and Mackenzie Street
<table>
<thead>
<tr>
<th>BUILDING ADDRESS</th>
<th>ESTIMATED LIFTS/WK</th>
<th>BINS ESTIMATED # &amp; SIZE IN CU/YDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1148 Afton</td>
<td>3</td>
<td>2-2</td>
</tr>
<tr>
<td>1150 Afton</td>
<td>3</td>
<td>2-2</td>
</tr>
<tr>
<td>1240 Afton</td>
<td>6</td>
<td>1-2, 2-6</td>
</tr>
<tr>
<td>1625 Afton Crt.</td>
<td>1</td>
<td>1-8</td>
</tr>
<tr>
<td>115 Alice</td>
<td>.5</td>
<td>1-6</td>
</tr>
<tr>
<td>121 Alice</td>
<td>1</td>
<td>1-4</td>
</tr>
<tr>
<td>133 Alice</td>
<td>1</td>
<td>1-6</td>
</tr>
<tr>
<td>620 Berkshire</td>
<td>4</td>
<td>1-4</td>
</tr>
<tr>
<td>5700 Blackwell</td>
<td>3</td>
<td>1-8</td>
</tr>
<tr>
<td>1064 Brenchley</td>
<td>4</td>
<td>1-6</td>
</tr>
<tr>
<td>1065 Brenchley</td>
<td>1</td>
<td>1-6</td>
</tr>
<tr>
<td>1074 Brenchley</td>
<td>.5</td>
<td>1-4</td>
</tr>
<tr>
<td>1075 Brenchley</td>
<td>.5</td>
<td>1-6</td>
</tr>
<tr>
<td>160 Canterbury</td>
<td>3</td>
<td>1-4</td>
</tr>
<tr>
<td>180 Canterbury</td>
<td>3</td>
<td>1-6</td>
</tr>
<tr>
<td>185 Canterbury &amp; 109 Canterbury</td>
<td>6</td>
<td>2-4</td>
</tr>
<tr>
<td>225 Capel &amp; 233 Capel</td>
<td>2</td>
<td>1-6</td>
</tr>
<tr>
<td>230 Capel</td>
<td>2</td>
<td>1-6</td>
</tr>
<tr>
<td>255 Capel</td>
<td>6</td>
<td>1-2, 1-3</td>
</tr>
<tr>
<td>877 Carleton to 889 Carleton</td>
<td>4</td>
<td>2-6</td>
</tr>
<tr>
<td>700 Cathcart</td>
<td>1</td>
<td>1-6</td>
</tr>
<tr>
<td>100 Christina</td>
<td>1</td>
<td>1-8</td>
</tr>
<tr>
<td>266 Christina N.</td>
<td>1</td>
<td>1-6</td>
</tr>
<tr>
<td>483 Christina N.</td>
<td>2</td>
<td>1-3</td>
</tr>
<tr>
<td>875 Colborne</td>
<td>1</td>
<td>1-4</td>
</tr>
<tr>
<td>880 Colborne</td>
<td>3</td>
<td>1-8</td>
</tr>
<tr>
<td>915 Colborne</td>
<td>1</td>
<td>1-4</td>
</tr>
<tr>
<td>925 Colborne</td>
<td>1</td>
<td>1-4</td>
</tr>
<tr>
<td>951 Colborne &amp; 961 Colborne</td>
<td>2</td>
<td>1-6</td>
</tr>
<tr>
<td>975 Colborne</td>
<td>1</td>
<td>1-6</td>
</tr>
<tr>
<td>1340 Colborne</td>
<td>1</td>
<td>1-4</td>
</tr>
<tr>
<td>125 College S.</td>
<td>2</td>
<td>1-8</td>
</tr>
<tr>
<td>131 College S.</td>
<td>1</td>
<td>1-4</td>
</tr>
<tr>
<td>354 Collingwood</td>
<td>2</td>
<td>1-4</td>
</tr>
<tr>
<td>537 Confederation</td>
<td>1</td>
<td>1-4</td>
</tr>
<tr>
<td>914 Confederation</td>
<td>2</td>
<td>2-8</td>
</tr>
<tr>
<td>1742 Confederation</td>
<td>5</td>
<td>1-2</td>
</tr>
<tr>
<td>10 Derby Lane</td>
<td>2</td>
<td>1-3</td>
</tr>
<tr>
<td>11 Derby Lane</td>
<td>2</td>
<td>1-3</td>
</tr>
<tr>
<td>280 Devine</td>
<td>.5</td>
<td>1-6</td>
</tr>
<tr>
<td>811 to 817 Devine</td>
<td>2</td>
<td>1-8</td>
</tr>
<tr>
<td>821 Devine</td>
<td>2</td>
<td>1-6</td>
</tr>
<tr>
<td>ADDRESS</td>
<td>LIFTS/WK</td>
<td>ESTIMATED # &amp; SIZE IN CU/YDS</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>----------</td>
<td>-------------------------------</td>
</tr>
<tr>
<td>835 Devine</td>
<td>3</td>
<td>2-8</td>
</tr>
<tr>
<td>849 Devine</td>
<td>1</td>
<td>2-8</td>
</tr>
<tr>
<td>185 Durand &amp; 187 Durand</td>
<td>1</td>
<td>1-4</td>
</tr>
<tr>
<td>233 Durand</td>
<td>2</td>
<td>1-4</td>
</tr>
<tr>
<td>247 Durand</td>
<td>1</td>
<td>1-4</td>
</tr>
<tr>
<td>721 Earls court</td>
<td>2</td>
<td>1-6</td>
</tr>
<tr>
<td>126 East St S.</td>
<td>1</td>
<td>1-4</td>
</tr>
<tr>
<td>950 Eastlawn</td>
<td>2</td>
<td>1-6</td>
</tr>
<tr>
<td>295 Edgewood</td>
<td>1</td>
<td>2-6</td>
</tr>
<tr>
<td>301 Edgewood</td>
<td>1</td>
<td>2-6</td>
</tr>
<tr>
<td>285 Elgin</td>
<td>2</td>
<td>1-2</td>
</tr>
<tr>
<td>495 Errol W.</td>
<td>4</td>
<td>1-4, 1-6</td>
</tr>
<tr>
<td>501 Errol W.</td>
<td>4</td>
<td>2-4</td>
</tr>
<tr>
<td>125 Euphemia S.</td>
<td>1</td>
<td>1-6</td>
</tr>
<tr>
<td>368 Exmouth</td>
<td>1</td>
<td>1-4</td>
</tr>
<tr>
<td>396 Exmouth</td>
<td>2</td>
<td>1-4</td>
</tr>
<tr>
<td>380 Exmouth</td>
<td>2</td>
<td>1-4</td>
</tr>
<tr>
<td>800 Exmouth</td>
<td>2</td>
<td>2-3</td>
</tr>
<tr>
<td>810 Exmouth</td>
<td>2</td>
<td>1-6</td>
</tr>
<tr>
<td>825 Exmouth</td>
<td>1</td>
<td>1-6</td>
</tr>
<tr>
<td>834 Exmouth</td>
<td>1</td>
<td>1-6</td>
</tr>
<tr>
<td>1310 Exmouth</td>
<td>1</td>
<td>1-4</td>
</tr>
<tr>
<td>1445 Exmouth</td>
<td>9</td>
<td>3-6</td>
</tr>
<tr>
<td>56 Finch &amp; 64 Finch</td>
<td>3</td>
<td>4-4</td>
</tr>
<tr>
<td>82 Finch</td>
<td>6</td>
<td>1-2</td>
</tr>
<tr>
<td>269 Finch to 275 Finch</td>
<td>6</td>
<td>2-2</td>
</tr>
<tr>
<td>230 Forsyth N.</td>
<td>2</td>
<td>1-6</td>
</tr>
<tr>
<td>155 Front St N.</td>
<td>6</td>
<td>2-6</td>
</tr>
<tr>
<td>160 George St</td>
<td>3</td>
<td>5-2</td>
</tr>
<tr>
<td>655 Hall</td>
<td>.5</td>
<td>1-4</td>
</tr>
<tr>
<td>289 Indian S.</td>
<td>1</td>
<td>1-2</td>
</tr>
<tr>
<td>301 Indian S.</td>
<td>.5</td>
<td>1-2</td>
</tr>
<tr>
<td>315 Indian S.</td>
<td>2</td>
<td>1-4</td>
</tr>
<tr>
<td>626 Indian N.</td>
<td>2</td>
<td>1-6</td>
</tr>
<tr>
<td>646 Indian N.</td>
<td>1</td>
<td>1-6</td>
</tr>
<tr>
<td>635 Indian N.</td>
<td>1</td>
<td>1-6</td>
</tr>
<tr>
<td>666 Indian N.</td>
<td>2</td>
<td>2-6</td>
</tr>
<tr>
<td>700 Indian N.</td>
<td>1</td>
<td>1-6</td>
</tr>
<tr>
<td>711 Indian Road</td>
<td>2</td>
<td>1-4</td>
</tr>
<tr>
<td>716 Indian N.</td>
<td>2</td>
<td>1-4</td>
</tr>
<tr>
<td>730 Indian N.</td>
<td>1</td>
<td>1-4</td>
</tr>
<tr>
<td>747 Indian N.</td>
<td>1</td>
<td>1-8</td>
</tr>
<tr>
<td>750 Indian N.</td>
<td>1</td>
<td>1-6</td>
</tr>
<tr>
<td>BUILDING ADDRESS</td>
<td>ESTIMATED LIFTS/WK</td>
<td>BINS ESTIMATED # &amp; SIZE IN CU/YDS</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>-------------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>766 Indian N.</td>
<td>1</td>
<td>1-4</td>
</tr>
<tr>
<td>341 Kathleen</td>
<td>1</td>
<td>1-4</td>
</tr>
<tr>
<td>347-403, 392 &amp; 398 Kathleen</td>
<td>7</td>
<td>2-4, 4-6</td>
</tr>
<tr>
<td>702 Kipling</td>
<td>9</td>
<td>3-8</td>
</tr>
<tr>
<td>13 Lansdowne N.</td>
<td>1</td>
<td>1-6</td>
</tr>
<tr>
<td>200 London</td>
<td>3</td>
<td>1-2</td>
</tr>
<tr>
<td>294 London</td>
<td>.1</td>
<td>1-6</td>
</tr>
<tr>
<td>351 London</td>
<td>3</td>
<td>1-4</td>
</tr>
<tr>
<td>361 London</td>
<td>3</td>
<td>1-4</td>
</tr>
<tr>
<td>399 London</td>
<td>3</td>
<td>1-6</td>
</tr>
<tr>
<td>1575 London</td>
<td>1</td>
<td>1-4</td>
</tr>
<tr>
<td>131 Maxwell</td>
<td>3</td>
<td>1-4</td>
</tr>
<tr>
<td>932 Maxwell</td>
<td>1</td>
<td>1-4</td>
</tr>
<tr>
<td>985 Maxwell</td>
<td>1</td>
<td>1-4</td>
</tr>
<tr>
<td>161 Nelson</td>
<td>1</td>
<td>2-3</td>
</tr>
<tr>
<td>416 Nelson</td>
<td>1</td>
<td>1-2</td>
</tr>
<tr>
<td>76 Olympus Court</td>
<td>2</td>
<td>2-6</td>
</tr>
<tr>
<td>681 Oxford</td>
<td>1</td>
<td>1-2</td>
</tr>
<tr>
<td>1270 Pontiac</td>
<td>6</td>
<td>2-4</td>
</tr>
<tr>
<td>1202 Pontiac</td>
<td>2</td>
<td>1-4</td>
</tr>
<tr>
<td>1273 Pontiac</td>
<td>3</td>
<td>1-6</td>
</tr>
<tr>
<td>124 Queen</td>
<td>1</td>
<td>1-8</td>
</tr>
<tr>
<td>150 Queen</td>
<td>1</td>
<td>1-6</td>
</tr>
<tr>
<td>163 Queen</td>
<td>1</td>
<td>1-4</td>
</tr>
<tr>
<td>186 Queen</td>
<td>2</td>
<td>1-4</td>
</tr>
<tr>
<td>206 Queen</td>
<td>2</td>
<td>1-4</td>
</tr>
<tr>
<td>217 Queen</td>
<td>1</td>
<td>1-8</td>
</tr>
<tr>
<td>219 Queen</td>
<td>1</td>
<td>1-6</td>
</tr>
<tr>
<td>225 Queen</td>
<td>2</td>
<td>1-6</td>
</tr>
<tr>
<td>261 Queen</td>
<td>2</td>
<td>1-6</td>
</tr>
<tr>
<td>273 Queen</td>
<td>1</td>
<td>1-4</td>
</tr>
<tr>
<td>674 &amp; 681 Roger</td>
<td>2</td>
<td>1-8</td>
</tr>
<tr>
<td>755 Roger</td>
<td>1</td>
<td>1-8</td>
</tr>
<tr>
<td>852 to 871 Ross</td>
<td>9</td>
<td>3-6</td>
</tr>
<tr>
<td>St. Andrew Compost Site</td>
<td>1</td>
<td>2-6</td>
</tr>
<tr>
<td>St. Andrew WPCC</td>
<td>.5</td>
<td>1-8</td>
</tr>
<tr>
<td>Sarnia Fire</td>
<td>1</td>
<td>1-6</td>
</tr>
<tr>
<td>Sarnia Arena</td>
<td>1</td>
<td>1-6</td>
</tr>
<tr>
<td>Sarnia Transit</td>
<td>.5</td>
<td>1-6</td>
</tr>
<tr>
<td>Sarnia Police 555 N. Christina St.</td>
<td>1</td>
<td>1-6</td>
</tr>
<tr>
<td>BUILDING ADDRESS</td>
<td>ESTIMATED LIFTS/WK</td>
<td>BINS ESTIMATED # &amp; SIZE IN CU/YDS</td>
</tr>
<tr>
<td>------------------</td>
<td>-------------------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>1023 Salisbury</td>
<td>1</td>
<td>1-6</td>
</tr>
<tr>
<td>1029 Salisbury</td>
<td>1</td>
<td>1-4</td>
</tr>
<tr>
<td>1255 Sandy Lane</td>
<td>1</td>
<td>1-4</td>
</tr>
<tr>
<td>1275 Sandy Lane</td>
<td>4</td>
<td>2-4</td>
</tr>
<tr>
<td>1285 Sandy Lane</td>
<td>4</td>
<td>3-4</td>
</tr>
<tr>
<td>1295 Sandy Lane</td>
<td>4</td>
<td>3-4</td>
</tr>
<tr>
<td>112 Sutton</td>
<td>1</td>
<td>1-4</td>
</tr>
<tr>
<td>810, 840, 845 Trillium</td>
<td>2</td>
<td>3-6, 2-3, 1-8</td>
</tr>
<tr>
<td>215 Trudeau</td>
<td>2</td>
<td>1-4</td>
</tr>
<tr>
<td>27 Turner</td>
<td>3</td>
<td>1-4, 1-8</td>
</tr>
<tr>
<td>115 Victoria S.</td>
<td>1</td>
<td>1-4</td>
</tr>
<tr>
<td>176 Vidal S.</td>
<td>1</td>
<td>1-4</td>
</tr>
<tr>
<td>252 Vidal S.</td>
<td>1</td>
<td>1-6</td>
</tr>
<tr>
<td>7 Vimy</td>
<td>1</td>
<td>1-2</td>
</tr>
<tr>
<td>19 Vimy</td>
<td>1</td>
<td>1-4</td>
</tr>
<tr>
<td>121 Walnut</td>
<td>.5</td>
<td>1-4</td>
</tr>
<tr>
<td>175 Wellington</td>
<td>1</td>
<td>1-3</td>
</tr>
<tr>
<td>830 Wellington</td>
<td>2</td>
<td>1-4</td>
</tr>
<tr>
<td>892 Wellington</td>
<td>1</td>
<td>1-6</td>
</tr>
<tr>
<td>911 Wellington</td>
<td>1</td>
<td>1-6</td>
</tr>
<tr>
<td>920 Wellington</td>
<td>1</td>
<td>1-6</td>
</tr>
<tr>
<td>1020 Wellington</td>
<td>2</td>
<td>1-8</td>
</tr>
<tr>
<td>1100 Wellington</td>
<td>2</td>
<td>1-6</td>
</tr>
<tr>
<td>1250 Wellington</td>
<td>2</td>
<td>1-6</td>
</tr>
<tr>
<td>325 Willowdale</td>
<td>2</td>
<td>2-4</td>
</tr>
<tr>
<td>340 Willowdale</td>
<td>2</td>
<td>1-4</td>
</tr>
<tr>
<td>345 Willowdale</td>
<td>2</td>
<td>1-4</td>
</tr>
<tr>
<td>110 Whithmore</td>
<td>1</td>
<td>1-4</td>
</tr>
<tr>
<td>27 York</td>
<td>2</td>
<td>1-6, 1-8</td>
</tr>
<tr>
<td>35 York</td>
<td>2</td>
<td>1-8</td>
</tr>
<tr>
<td>Duc D’Orleans</td>
<td>1</td>
<td>1-4</td>
</tr>
</tbody>
</table>

**Trailer Parks**

- Green Haven on London Line 214 stops
- 1103 Lakeshore Rd 41 stops
- 2891 Old Lakeshore Rd 24 stops
Point Edward
MULTI FAMILY RESIDENTIAL UNITS
1500 Venetian Village 1 3-4, 1-3
204 Michigan 1 1-2

All single family homes located in the Village are to receive curbside collection.

Point Edward’s road boundaries are:
- Northern: Lake Huron
- Southern: Exmouth Street
- Eastern: Christina Street
- Western: St. Clair River

Aamjiwnaang First Nation
All single family homes located on the reserve are to receive curbside collection.

The road boundaries are:
- Northern: Churchill Line
- Southern: LaSalle Line
- Eastern: McGregor Sideroad (approximately)
- Western: St. Clair River

Enniskillen Township
All single family homes located in the Township (excluding those in the Town of Petrolia) are to receive curbside collection.

The road boundaries are:
- Northern: Churchill Line
- Southern: Aberfeldy Line
- Eastern: Forest Road
- Western: Mandaumin Road
St. Clair Township

Curbside Collection

All single family homes located in the Township are to receive curbside collection.

St. Clair Township’s road boundaries are:

- Northern: LaSalle Line and Marshall Road
- Southern: Whitebread Line
- Eastern: Mandaumin Road
- Western: St. Clair River

In the rural areas, collection may be proposed to be on one-side of the street (preferably on the side that has the residential mailboxes.)

The current collection schedule is:

**MONDAY**
- Plank Road, LaSalle, Petrolia Line, Rokeby Line, Moore Line and Courtright Line, all Rural Crossroads north of and including Courtright Line between and including Kimball Road and Mandaumin Road and the Hamlet of Brigden

**TUESDAY**
- Froomfield & St. Clair Pkwy. through to Bickford Line including Call Centre on Hill St. in Corunna; Corunna Streets west of St. Clair Pkwy. including Murray ; Drive/McMahon Crt. and St. Clair Blvd. west of Bentinck Drive; Commercial Collection (First Weekly Pick-Up); All Rural Crossroads and Lines south of Courtright Line and north of Wilkesport/Burman Line (except properties facing St. Clair Parkway)

**WEDNESDAY**
- Corunna Streets east of St. Clair Pkwy. including Cameron St. & properties north of Cameron St. in Corunna (except properties facing St. Clair Pkwy.), All Rural Crossroads south of Holt Line and north of Whitebread, Line/Kent Line, east of St. Clair Parkway and west of and Including Mandaumin, French, Tulloch, Ward, Kerr, Lambton, Pointe, Charlemont,, Whitebread and Kent Lines east of St. Clair Parkway and west of and Including Mandaumin (except hamlet of Port Lambton and properties facing St. Clair Pkwy.) Grid Pattern including Fawn Island

**THURSDAY**
- Hamlets of Mooretown, Courtright, Sombra and Port Lambton, Courtright Line west of Kimball including properties at the Tecumseh Road intersection (except properties facing St. Clair Pkwy.), St. Clair Pkwy. south of Bickford Line, Petrolia Line, Rokeby Line, Moore Line and Courtright Line, Rural Crossroads north of and including Lasalle Line between Kimball (excluding Kimball) and St Clair Parkway (excluding the St. Clair Parkway and Corunna)

**FRIDAY**
- Properties south of Cameron St. in Corunna including Paddock, Green Subdivision (except properties facing St. Clair Pkwy.), Commercial Collection (Second Weekly Pick-Up), Wilkesport Line/ Burman Line, Bentpath Line, Smith Line, Holt Line and all Rural Crossroads south of Wilkesport Line and north of Holt Line east of St. Clair Parkway and west of Mandaumin Road, Properties outside of Port Lambton town limits, Hamlet of Wilkesport (except properties facing St. Clair Pkwy.)

**Curbside Collection Service – Apartments and ICI**

<table>
<thead>
<tr>
<th>Roll No.</th>
<th>Description &amp; Address</th>
<th># of Bin Pickups / Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>90-137</td>
<td>Desired Look Window Coverings, 438 Lyndoch St., Corunna</td>
<td>1</td>
</tr>
<tr>
<td>90-158</td>
<td>Reflections Hair Salon, 426 Lyndoch St., Corunna</td>
<td>1</td>
</tr>
<tr>
<td>90-158</td>
<td>Connoisseur Wine &amp; Art, 426 Lyndoch St., Corunna</td>
<td>1</td>
</tr>
<tr>
<td>91-056</td>
<td>Nordia Call Centre, 192 Hill St., Corunna</td>
<td>1</td>
</tr>
<tr>
<td>91-058</td>
<td>Rose's Variety, 384 Lyndoch St., Corunna</td>
<td>1</td>
</tr>
<tr>
<td>91-084</td>
<td>Subway, 360 Lyndoch St., Corunna</td>
<td>1</td>
</tr>
<tr>
<td>91-085</td>
<td>Royal Bank, 348 Lyndoch St., Corunna</td>
<td>1</td>
</tr>
<tr>
<td>91-085</td>
<td>Hogan Pharmacy, 348 Lyndoch St., Corunna</td>
<td>1</td>
</tr>
<tr>
<td>91-085</td>
<td>Laboratory, 348 Lyndoch St., Corunna</td>
<td>1</td>
</tr>
<tr>
<td>91-085</td>
<td>Dr. O'Mahony, 348 Lyndoch St., Corunna</td>
<td>1</td>
</tr>
<tr>
<td>91-085</td>
<td>Nova Chemicals, 348 Lyndoch St., Corunna</td>
<td>1</td>
</tr>
<tr>
<td>91-085</td>
<td>Dr. Wakely/Dr. Borek, 348 Lyndoch St., Corunna</td>
<td>1</td>
</tr>
<tr>
<td>91-087</td>
<td>Shell Variety Store and Gas Station 336 Lyndoch St., Corunna</td>
<td>1</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Location</td>
</tr>
<tr>
<td>-------</td>
<td>-----------------------------------------------------</td>
<td>-------------------------------</td>
</tr>
<tr>
<td>91-029</td>
<td>St. Vincent DuPaul Store, 383-385 Lyndoch St., Corunna</td>
<td>383-385 Lyndoch St., Corunna</td>
</tr>
<tr>
<td>91-032</td>
<td>Corunna Restaurant, 391 Lyndoch St., Corunna</td>
<td>391 Lyndoch St., Corunna</td>
</tr>
<tr>
<td>90-106</td>
<td>Petro Canada Gas Station, 401 Lyndoch St., Corunna</td>
<td>401 Lyndoch St., Corunna</td>
</tr>
<tr>
<td>90-114</td>
<td>Encore, 427 Lyndoch St., Corunna</td>
<td>427 Lyndoch St., Corunna</td>
</tr>
<tr>
<td>90-086</td>
<td>Antonio’s Sports Bar, 441 Lyndoch St., Corunna</td>
<td>441 Lyndoch St., Corunna</td>
</tr>
<tr>
<td>90-087</td>
<td>Antonio’s Restaurant, 443 Lyndoch St., Corunna</td>
<td>443 Lyndoch St., Corunna</td>
</tr>
<tr>
<td>90-085</td>
<td>Kay’s Petals and Plants, 437 Lyndoch St., Corunna</td>
<td>437 Lyndoch St., Corunna</td>
</tr>
<tr>
<td>21-078</td>
<td>St. Clair Restaurant, 1548 St. Clair Pkwy., Courtright</td>
<td>1548 St. Clair Pkwy., Courtright</td>
</tr>
<tr>
<td>80-221-02</td>
<td>Brigden Park Seniors, 2444 Jane St., Brigden</td>
<td>2444 Jane St., Brigden</td>
</tr>
<tr>
<td>90-143</td>
<td>Moore Lodge Senior Citizens, 203 Fane St., Corunna</td>
<td>203 Fane St., Corunna</td>
</tr>
<tr>
<td>10-140-02</td>
<td>Darryl Webster Townhouses, 506 Gallerno Lane, Pt. Lambton</td>
<td>506 Gallerno Lane, Pt. Lambton</td>
</tr>
<tr>
<td>40-038-04</td>
<td>Ontario Housing Corp., 3548 St. Clair Pkwy., Somba</td>
<td>3548 St. Clair Pkwy., Sombra</td>
</tr>
<tr>
<td>70-265</td>
<td>Bieganski Apartments, 4240 St. Clair Pkwy., Pt. Lambton</td>
<td>4240 St. Clair Pkwy., Pt. Lambton</td>
</tr>
<tr>
<td>70-267</td>
<td>Inch Apartments, 4234 St. Clair Pkwy., Pt. Lambton</td>
<td>4234 St. Clair Pkwy., Pt. Lambton</td>
</tr>
<tr>
<td>70-003</td>
<td>Thompson Gardens, 198 Beckwith St., Corunna</td>
<td>198 Beckwith St., Corunna</td>
</tr>
<tr>
<td>90-090</td>
<td>Dennis Halsall, Village Square, 453 Lyndock St., Corunna</td>
<td>453 Lyndock St., Corunna</td>
</tr>
<tr>
<td>90-091</td>
<td>MTW Group, 459 Lyndock St., Corunna</td>
<td>459 Lyndock St., Corunna</td>
</tr>
<tr>
<td>91-052</td>
<td>Corunna Riverside Club, 166 Beckwith St., Corunna</td>
<td>166 Beckwith St., Corunna</td>
</tr>
</tbody>
</table>
ICI locations to Receive Curbside Collection
Corunna Restaurant, 391 Lyndock St., Corunna
Airey Bowling Lanes, 1595 Third St., Courtright
St. Clair Civic Centre, 1155 Emily St., Mooretown
Courtright Community Hall, 1596 Third St, Courtright
Wilkesport Community Hall, 1622 Baby Road, Wilkesport
Brigden Fair Grounds, 2976 Brigden Road, Brigden

Public Litter Containers

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Location</th>
<th># of Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Royal Bank</td>
<td>348 Lyndock St</td>
<td>East Side</td>
<td>1</td>
</tr>
<tr>
<td>Robbins Donuts</td>
<td>368 Lyndock St</td>
<td>East Side</td>
<td>1</td>
</tr>
<tr>
<td>Parkette</td>
<td>Lyndock @ Paget</td>
<td>N/W Corner</td>
<td>1</td>
</tr>
<tr>
<td>Rose's Variety</td>
<td>384 Lyndock St</td>
<td>East Side</td>
<td>1</td>
</tr>
<tr>
<td>St Vincent DePaul</td>
<td>385 Lyndock</td>
<td>West Side</td>
<td>1</td>
</tr>
<tr>
<td>Anglican Church</td>
<td>393 Lyndock @ Hill</td>
<td>N/W Corner</td>
<td>1</td>
</tr>
<tr>
<td>Liquor Store</td>
<td>408 Lyndock @ Hill</td>
<td>S/E Corner</td>
<td>1</td>
</tr>
<tr>
<td>Library</td>
<td>417 Lyndock St</td>
<td>West Side</td>
<td>2</td>
</tr>
<tr>
<td>Shopper's Drugmart</td>
<td>420 Lyndock St</td>
<td>East Side</td>
<td>1</td>
</tr>
<tr>
<td>Kentucky Fried Chicken</td>
<td>431 Lyndock @ Fane</td>
<td>N/W Corner</td>
<td>1</td>
</tr>
<tr>
<td>436 Lyndock</td>
<td>436 Lyndock @ Fane</td>
<td>S/E Corner</td>
<td>1</td>
</tr>
<tr>
<td>Antonio's Pizza</td>
<td>443 Lyndock St</td>
<td>West Side</td>
<td>1</td>
</tr>
<tr>
<td>Country Classics Plaza</td>
<td>446-450 Lyndock St</td>
<td>West Side</td>
<td>1</td>
</tr>
<tr>
<td>Ferry Dock, Corunna</td>
<td>Hill St @ St. Clair River</td>
<td>East Side</td>
<td>1</td>
</tr>
<tr>
<td>Brigden Community Hall</td>
<td>Brigden Rd @ Boswell St</td>
<td>N/E Corner</td>
<td>1</td>
</tr>
<tr>
<td>Courtright Variety Store</td>
<td>1542 St Clair Parkway</td>
<td>East Side</td>
<td>1</td>
</tr>
<tr>
<td>Port Lambton Coast Guard</td>
<td>St Clair Parkway</td>
<td>West Side</td>
<td>1</td>
</tr>
<tr>
<td>Description &amp; Address</td>
<td>Address</td>
<td># &amp; Size &amp; Frequency</td>
<td></td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>--------------------------------------</td>
<td>---------------------------</td>
<td></td>
</tr>
<tr>
<td>Stag Island/Pier 90</td>
<td>Hill St., Corunna (seasonal)</td>
<td>2 x 6 yards twice weekly</td>
<td></td>
</tr>
<tr>
<td>Fawn Island</td>
<td>Port Lambton (seasonal)</td>
<td>2 x 6 yards twice weekly</td>
<td></td>
</tr>
<tr>
<td>Moore Campground, Emily St)</td>
<td>Mooretown (seasonal)</td>
<td>2 x 6 yards twice weekly</td>
<td></td>
</tr>
<tr>
<td>Moore Sports Complex</td>
<td>1166 Emily St., Mooretown</td>
<td>2 x 6 yards twice weekly</td>
<td></td>
</tr>
<tr>
<td>Mooretown Operations Centre</td>
<td>359 Moore Line, Mooretown</td>
<td>1 x 4 yard bi-weekly</td>
<td></td>
</tr>
<tr>
<td>Wilkesport Ops. Centre</td>
<td>1245 Wilkesport Line, Wilkesport</td>
<td>1 x 4 yard bi-weekly</td>
<td></td>
</tr>
<tr>
<td>Riverbend Square</td>
<td>200 St. Clair Blvd., Corunna</td>
<td>5 x 8 yards once weekly</td>
<td></td>
</tr>
<tr>
<td>Corunna Court</td>
<td>357 Murray St., Corunna</td>
<td>1 x 6 yard once weekly</td>
<td></td>
</tr>
<tr>
<td>Parkway Manor</td>
<td>192 Cameron St., Corunna</td>
<td>1 x 6 yard once weekly</td>
<td></td>
</tr>
<tr>
<td>Brigden Co-op</td>
<td>2352 Jane St., Brigden</td>
<td>1 x 6 yard once weekly</td>
<td></td>
</tr>
<tr>
<td>St. Clair Village</td>
<td>351 Murray St., Corunna</td>
<td>2 x 6 yards twice weekly</td>
<td></td>
</tr>
<tr>
<td>Tri Group Management</td>
<td>441/445 Murray St., Corunna</td>
<td>1 x 6 yard once weekly</td>
<td></td>
</tr>
<tr>
<td>Tim-Br Mart Building Centre</td>
<td>79 Courtright Line, Courtright</td>
<td>1 x 6 yard once weekly</td>
<td></td>
</tr>
<tr>
<td>1528574</td>
<td>2845 St. Clair Pkwy, Sombra</td>
<td>1 x 6 yard once weekly</td>
<td></td>
</tr>
<tr>
<td>Royal Canadian Legion</td>
<td>3021 Brigden Rd., Brigden</td>
<td>1 x 4 yard bi-weekly</td>
<td></td>
</tr>
<tr>
<td>Golden Palace</td>
<td>380 Lyndoch, Corunna</td>
<td>1 x 4 yard twice weekly</td>
<td></td>
</tr>
<tr>
<td>Karrie’s Place</td>
<td>4352 St. Clair Pkwy, Port Lambton</td>
<td>1 x 4 yard bi-weekly</td>
<td></td>
</tr>
<tr>
<td>Multi-Family and ICI Bin Collection</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multi-Family and ICI Bin Collection</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description &amp; Address</td>
<td>Address</td>
<td># &amp; Size &amp; Frequency</td>
<td></td>
</tr>
<tr>
<td>Parkway Manor</td>
<td>192 Cameron St., Corunna</td>
<td>1 x 6 yard, weekly</td>
<td></td>
</tr>
<tr>
<td>St. Clair Townhomes</td>
<td>31=51 Murray St., Corunna</td>
<td>2 x 6 yard, twice weekly</td>
<td></td>
</tr>
<tr>
<td>Corunna Court</td>
<td>357 Murray St., Corunna</td>
<td>2 x 6 yard, twice weekly</td>
<td></td>
</tr>
<tr>
<td>TIM-Br Mart Building Centre</td>
<td>79 Courtright Line, Courtright</td>
<td>1 x 6 yard, weekly</td>
<td></td>
</tr>
<tr>
<td>Agris Brigden Co-Op</td>
<td>2352 Jane St., Brigden</td>
<td>1 x 6 yard, weekly</td>
<td></td>
</tr>
<tr>
<td>Corey Dewit (restaurant)</td>
<td>4352 St. Clair Parkway, Port Lambton</td>
<td>1 x 4 yard, bi weekly</td>
<td></td>
</tr>
<tr>
<td>Bad Dog Bar and Grill</td>
<td>368 Lyndoch St., Corunna</td>
<td>1 x 6 yard, weekly</td>
<td></td>
</tr>
<tr>
<td>Baker Transit Parts</td>
<td>3481 Cameron Street</td>
<td>3 x 4 yard, twice weekly</td>
<td></td>
</tr>
<tr>
<td>Queensgate Manor</td>
<td>348 Cameron Street</td>
<td>3 x 6 yard, twice weekly</td>
<td></td>
</tr>
<tr>
<td>Kentucky Fried Chicken</td>
<td>431 Lyndoch Street</td>
<td>1 x 6 yard, weekly</td>
<td></td>
</tr>
<tr>
<td>Antonios Pizza</td>
<td>443 Lyndoch Street</td>
<td>1 x 6 yard, weekly</td>
<td></td>
</tr>
<tr>
<td>Ont. Housing Corp.</td>
<td>3548 St. Clair Parkway, Sombra</td>
<td>1 x 6 yard, weekly</td>
<td></td>
</tr>
<tr>
<td>Moore Lodge Senior Citizens</td>
<td>203 Fane St., Corunna</td>
<td>1 x 6 yard, bi weekly</td>
<td></td>
</tr>
<tr>
<td>Golden Palace Restaurant</td>
<td>380 Lyndoch Street</td>
<td>1 x 6 yard, twice weekly</td>
<td></td>
</tr>
<tr>
<td>Gray Apartments</td>
<td>465 West Broadway St., Port Lambton</td>
<td>1 x 4 yard, weekly</td>
<td></td>
</tr>
<tr>
<td>NJD Equities</td>
<td>441 and 445 Murray St., Corunna</td>
<td>1 x 6 yard, twice weekly</td>
<td></td>
</tr>
<tr>
<td>Timbre Mart</td>
<td>79 Courtright Line, Courtright</td>
<td>1 x 6 yard, weekly</td>
<td></td>
</tr>
<tr>
<td>5th Avenue Inc (townhouse)</td>
<td>200 St. Clair Blvd., Corunna</td>
<td>5 x 8 yard, weekly</td>
<td></td>
</tr>
<tr>
<td>Moore Sports Complex</td>
<td>1166 Emily St., Mooretown</td>
<td>2 x 6 yard, twice weekly</td>
<td></td>
</tr>
<tr>
<td>Moore Campground</td>
<td>Emily St., Mooretown</td>
<td>1 x 6 yard, twice weekly</td>
<td></td>
</tr>
<tr>
<td>Stag Island</td>
<td>Hill St. Coruna</td>
<td>2 x 6 yard, twice weekly</td>
<td></td>
</tr>
<tr>
<td>Stag Island</td>
<td>Pier 90, at the end</td>
<td>2 x 6 yard, twice weekly</td>
<td></td>
</tr>
<tr>
<td>Fawn Island</td>
<td>Port Lambton</td>
<td>2 x 6 yard, weekly</td>
<td></td>
</tr>
</tbody>
</table>
Mooretown Works Centre | 259 Moore Line, Mooretown | 1 x 4 yard, bi weekly  
Wilkesport Works Centre | 1245 Wilkesport Line, Wilkesport | 1 x 4 yard, weekly

### Multi-Family and ICI Roll Cart Collection

<table>
<thead>
<tr>
<th>Roll No.</th>
<th>Description &amp; Address</th>
<th>No. of Roll Carts</th>
</tr>
</thead>
<tbody>
<tr>
<td>21-078</td>
<td>St. Clair Riverview Restaurant, Courtright</td>
<td>2</td>
</tr>
<tr>
<td>21-105</td>
<td>Becker’s Variety Stores, 1514 St. Clair Pkwy., Courtright</td>
<td>2</td>
</tr>
<tr>
<td>21-241-01</td>
<td>Courtright Fire Hall, Courtright</td>
<td>1</td>
</tr>
<tr>
<td>40-049</td>
<td>Enbridge, (Tecumseh Gas Storage), Corunna</td>
<td>2</td>
</tr>
<tr>
<td>40-291</td>
<td>St. Clair Township Civic Centre, Mooretown</td>
<td>4</td>
</tr>
<tr>
<td>40-316</td>
<td>Mooretown Campground, Mooretown</td>
<td>2</td>
</tr>
<tr>
<td>70-003</td>
<td>Thompson Gardens, 193 Beckwith St., Corunna</td>
<td>6</td>
</tr>
<tr>
<td>70-076</td>
<td>Stag Island, Corunna (seasonal)</td>
<td>6</td>
</tr>
<tr>
<td>80-018</td>
<td>Brigden Fire Hall, Brigden</td>
<td>1</td>
</tr>
<tr>
<td>80-007</td>
<td>Grandfather’s Pizza, 2344 Courtright Line, Brigden</td>
<td>1</td>
</tr>
<tr>
<td>80-128-04</td>
<td>Nainstay Group Home, 2982 Brigden Rd., Brigden</td>
<td>1</td>
</tr>
<tr>
<td>80-221-02</td>
<td>Brigden Park Seniors, 2444 Jane St., Brigden</td>
<td>1</td>
</tr>
<tr>
<td>90-090</td>
<td>Village Square, 453 Lyndock St., Corunna</td>
<td>2</td>
</tr>
<tr>
<td>90-135</td>
<td>Chinook Chemicals, Corunna</td>
<td>1</td>
</tr>
<tr>
<td>90-143</td>
<td>Moore Lodge, 203 Fane St., Corunna</td>
<td>5</td>
</tr>
<tr>
<td>90-161</td>
<td>Shopper’s Drug Mart, 420 Lyndock St., Corunna</td>
<td>1</td>
</tr>
<tr>
<td>90-169</td>
<td>Bell Canada, 199 Hill St., Corunna</td>
<td>1</td>
</tr>
<tr>
<td>91-032</td>
<td>Corunna Restaurant, 391 Lyndock St., Corunna</td>
<td>1</td>
</tr>
<tr>
<td>91-052</td>
<td>Riverside Condos, 166 Beckwith St., Corunna</td>
<td>8</td>
</tr>
<tr>
<td>91-087</td>
<td>Shell Station &amp; Variety, 336 Lyndoch St., Corunna</td>
<td>2</td>
</tr>
<tr>
<td>91-083</td>
<td>Bad Dog Restaraunt, 368 Lyndoch St., Corunna</td>
<td>2</td>
</tr>
<tr>
<td>92-032</td>
<td>Becker’s Variety Stores, 271 Hill St., Corunna</td>
<td>2</td>
</tr>
<tr>
<td>92-123</td>
<td>Nainstay Group Home, 264 Hill St., Corunna</td>
<td>2</td>
</tr>
</tbody>
</table>
**RECYCLING ST. CLAIR TOWNSHIP**

Please ensure that materials are placed at the curb by 7:00 AM and are sorted accordingly. Containers should be placed in one blue box and fibre in another blue box; a separate receptacle; or on top of the containers. The use of a blue box is the most efficient way to assist in the collection and sorting of recycling materials. Clear plastic bags are acceptable as a receptacle if the materials are **not co-mingled** (cans only, bottles only etc.). Blue Boxes are available for purchase at the Township office.

**Thank-you for your continued support of our waste reduction program.**

### BLUE BOX:

**NEWSPAPER:** Should be bundled and tied separately

**FIBRE OR PAPER PRODUCTS:**
- **Included:** Computer paper, office paper, envelopes (white or coloured)
- **Not Included:** Carbon paper. Put fibre or paper products separate from bundled newspaper.

### CLEAR AND COLOURED GLASS:
- **Included:** Beverage containers, wine, pop or liquor bottles. Any clear or coloured food jars (rinsed).
- **Not Included:** Medication bottles, light bulbs, mirrors, dishes, ceramics, sheet glass and broken glass.

### METAL & ALUMINUM CANS:
- **Included:** Pop, beer, juice, food and pet cans (rinsed)
- **Not Included:** Aerosol cans, paint cans, aluminum foil, metal pots, disposable cooking tins, coat hangers, oil filters, sheet metal and toys

### PLASTICS:
- **Included:** P.E.T #1 & H.D.P.E #2 plastics (lid removed) pop & water bottles, bleach bottles, juice & vinegar bottles (rinsed). #2 and #5 plastics (lid removed) ice cream and margarine containers.
- **Not Included:** Plastic bags, toys, garden plastic. No containers with # 3, 4, 6, 7, 8 markings on bottom or no markings at all. No oil containers (cooking or motor oil)

### CARDBOARD & BOXBOARD:
- **Included:** 30” x 30” x 8” flattened, bundled and tied cardboard i.e. tissue box, cereal box, shoe box, laundry detergent and packing boxes.
- **Not Included:** Boxes containing any food i.e. pizza box with toppings stuck to lid, milk cartons, paper rolls, drink or frozen food boxes (wax film on outside of boxes make this cardboard non recyclable)

---

For Further Information call:

St. Clair Township Public Works 519-867-2125
or visit our web site at www.twp.stclair.on.ca
TOWNSHIP OF ST. CLAIR
YARD WASTE/BRUSH COLLECTION 2011

The Township of St. Clair offers a yard waste/brush collection program for defined areas, in order to reduce the amount of compostable material directed to the landfill site.

“Yard Waste” is collected separately from regular waste, on a weekly basis, in urbanized areas of the Township (collection begins at 7:00 AM). Yard waste from the balance of the Township is collected with the regular waste collection.

COLLECTION SCHEDULE:
Collection will be on Wednesday or Friday, each week, depending on the service area.

Wednesday: • Corunna (including Froomfield area) • St. Clair Parkway (North of Emily St., Mooretown)

Friday: • Brigden, Courtright, Mooretown, Port Lambton • Sombra Village, Wilkesport, Chenal Ecarte, Leeland Gardens • St. Clair Parkway (South of Emily St., Mooretown)

Spring yard waste collection will begin Wednesday, May 4th and Friday May 6th, and will continue until Wednesday, June 22nd and Friday June 24th.

During the months of July through September yard waste will be collected with the regular waste collection, subject to the 6 item limit.

Fall yard waste collection will begin Wednesday, October 12th and Friday, October 14th, and will continue until Wednesday, November 16th and Friday, November 18th.

WHAT IS YARD WASTE?
Yard waste includes the following: grass, leaves, garden plants, hedge trimmings, and twigs, (generally plants with stems smaller than a lead pencil). Kitchen waste, earth, stones, tree stumps, logs, body wood, large brush, and whole shrubs with root ball attached are not permitted.

(Brush Collection see below)
Yard waste placed at the roadside for collection must be bagged in clear or transparent plastic bags, paper bags, or open containers clearly marked with an “X” on both sides and must be free of all non-compostable material such as plastic, glass, metal, or other debris.

Open containers DOES NOT INCLUDE: blue boxes or cardboard boxes.

Containers must not exceed 23kg / 50lb.

Yard waste placed in regular garbage bags will not be collected.

BRUSH COLLECTION:
Small Brush Bundles will also be collected on May 13th, June 17th, and October 14th with the following guidelines: 4’ maximum length, 1” maximum diameter, cut ends all in one direction, neat piles (not tangled) and tied & placed at curb.

For further information call: St. Clair Township Public Works 519-867-2125 or visit our web site at www.twp.st.clair.on.ca
Appendix D

By-laws
BY-LAW NUMBER 62 OF 2006
OF THE CITY OF SARNIA

"A By-Law to Provide for and Regulate the Handling and Collection of Garbage, Lawn and Garden Waste and other Waste Material in the City of Sarnia"

<table>
<thead>
<tr>
<th>INDEX</th>
<th>Page(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Definitions</td>
<td>1-3</td>
</tr>
<tr>
<td>2. Administration</td>
<td>3</td>
</tr>
<tr>
<td>3. Waste Collection</td>
<td>3-4</td>
</tr>
<tr>
<td>3.1 Garbage</td>
<td>4</td>
</tr>
<tr>
<td>3.2 Recyclables</td>
<td>4</td>
</tr>
<tr>
<td>3.3 Bulk (Large) Items and White Goods</td>
<td>5</td>
</tr>
<tr>
<td>3.4 Lawn and Garden Waste (Compostables)</td>
<td>5</td>
</tr>
<tr>
<td>4. Containers and Preparation of Garbage, Recyclables, and Lawn and Garden Waste for Collection.</td>
<td>6-7</td>
</tr>
<tr>
<td>4.1 Garbage</td>
<td>5</td>
</tr>
<tr>
<td>4.2 Recyclables</td>
<td>5</td>
</tr>
<tr>
<td>4.3 Bulk (Large) Items and White Goods</td>
<td>6</td>
</tr>
<tr>
<td>4.4 Lawn and Garden Waste (Compostables)</td>
<td>6</td>
</tr>
<tr>
<td>4.5 Placement of Unacceptable Waste at Curbside</td>
<td>6</td>
</tr>
<tr>
<td>5. Placing Containers for Collection</td>
<td>6-7</td>
</tr>
<tr>
<td>6. General Nuisance</td>
<td>7-8</td>
</tr>
<tr>
<td>7. Penalty</td>
<td>8</td>
</tr>
<tr>
<td>8. General</td>
<td>8</td>
</tr>
</tbody>
</table>

Schedule 1 Application for On-Site Waste Collection And Diversion from a Multi Unit Residential Building (MURB)

Schedule 2 Designated Area Twice a Week Waste Collection
BY-LAW NUMBER 62 OF 2006
OF THE CITY OF SARNIA

"A By-Law to Provide for and Regulate the Handling
and Collection of Garbage, Lawn and Garden Waste
and other Waste Material in the City of Sarnia."

WHEREAS Sections 9(3), 11, 76, 77 and 427 of the 2001 Municipal Act S.O. 2001 c. 25
as amended, provide that local municipalities may pass and enforce By-Laws for the
establishing, maintaining and operating a waste management system for the collection,
removal, recycling and disposal of garbage and other refuse, and for prohibiting or
regulating the use of any part of such system.

AND WHEREAS it is deemed desirable to pass a By-Law for such purposes.

NOW THEREFORE the Municipal Council of The Corporation of the City of Sarnia
enacts as follows:

1. DEFINITIONS

In this By-Law,

1.1 “Building” means any structure containing one or more dwelling units, or a
public institution in the City.

1.2 “Bulk Goods” (Large Items) includes but is not limited to furniture, beds,
mattresses, box springs.

1.3 “City” means The Corporation of the City of Sarnia.

1.4 “Collector” means the contractor or contractors employed by the City to
collect garbage and other waste material under this By-Law.

1.5 “Commercial Businesses” means all commercial or institutional properties
operating in the City of Sarnia but does not include properties used
exclusively for farming or sale of produce grown on the property.

1.6 “Compost Site” means the property owned by the City with a municipal
address of 333 St. Andrew Street and used by the City for the composting
of lawn and garden waste.

1.7 “Container” means a plastic or metal item that can hold up to 22 kgs. of
waste. A container does not include a cardboard box.

1.8 “ Dwelling unit” means a unit situated in a building or portion thereof and
occupied exclusively by one or more persons as a place of residence with
sleeping, cooking, eating and sanitary facilities.

1.9 “Engineer” means the person or persons for the time being filling the office
of the City Engineer or their designate or successor.

1.10 “Garbage” or “Refuse”, includes ashes, garbage, refuse, domestic waste,
municipal refuse and all rejected, abandoned or discarded household
waste, either animal or vegetable, wearing apparel, waste paper or tissue,
broken crockery and broken glassware and other such refuse.

1.11 “HDPE” means a recyclable plastic bottle coded 2. It is a High Density
Polyethylene plastic. Examples of HDPE are bleach, vinegar or
windshield washer bottles.

1.12 “Householder” means any owner, occupant, lessee, tenant, or other
person in charge of any dwelling unit.
1.13 “In the City” means within the municipal boundaries of the City of Sarnia.

1.14 “Lawn and Garden Waste” means any organic waste generated from the households’ lawn or garden including, but not limited to brush, leaves, twigs, grass clippings, fruit, vegetable, garden and includes Christmas trees. It may also include all untreated lumber-wood from construction (not painted, stained, glued, creosoted or otherwise preserved from the elements);

1.15 “Multi Unit Residential Buildings” (MURB) means any residential structure containing seven (7) or more dwelling units. Also referred to as a multi-family unit (MFU) in other City documents.

1.16 “Non-Collectible Waste” means

a) All hazardous wastes such as paints, motor oils, anti-freeze, batteries, or flammable wastes such as gasoline or oil-soaked rags or other highly combustible materials;

b) All construction materials such as broken drywall, plaster, treated lumber, ceramic tile, toilets, dog houses, kitchen cabinets (wooden), picnic tables (wooden), fencing (wooden) or other waste or residue from construction, renovations or alterations, repair of any buildings or structure including do-it-yourself renovations;

c) All manufacturer’s wholesale or retail trade wastes;

d) All liquid organic materials such as liquid food wastes, grease, oil, night soil;

e) All recyclable/compostable materials as designated by Sarnia City Council;

f) All dead animal bodies and parts therefore;

g) All material which cannot be readily removed from reusable containers by shaking or knocking;

h) All discarded truck or car parts or tires;

i) All tree stumps and roots and branches greater than 100 mm in diameter.

j) All sharps (needles) not packaged and labeled in rigid containers, all broken glass and other sharp objects that are not properly packaged.

k) Cardboard boxes – this is an item made of fibre with a weave between layers of paper. Its a recyclable material.

1.17 “Participant” means any householder, owner, occupant, lessee, tenant, or other person in charge of any dwelling unit or commercial property.

1.18 “PET” means a recyclable plastic bottle coded 1. It is a polyethylene terephthalate plastic. Examples of PET are pop or water bottles.

1.19 “Recyclables” includes but is not limited to newspaper, glass jars or bottles metal cans, aluminum cans, P.E.T, soft drink containers, H.D.P.E. plastics, corrugated cardboard, fine paper, computer paper, magazines, flyers and telephone books. It also includes any other material as designated by Sarnia City Council or any Federal or Provincial requirements or regulations.
1.20 “Scavenge” means the act of sorting through and/or removing garbage or recyclables on property not owned or occupied by the person carrying out such activities.

1.21 “Street” shall mean any public road, street, lane, alley, square, place, thoroughfare or way in the City.

1.22 “White Goods” includes but is not limited to bath tubs, metal appliances, air conditioners, furnaces, metal siding, bikes and all miscellaneous metals.

2. ADMINISTRATION:

2.1 The City shall provide a system for the collection, removal and disposal of waste.

2.2 The City shall provide a system for the collection, removal and marketing of recyclable materials.

2.3 The City shall provide a system for the collection and processing, namely composting, of Lawn and Garden Waste.

2.4 It shall be the duty of the Engineer to administer and enforce this By-Law.

3. WASTE COLLECTION

3.1 Garbage

3.1.1 Curbside collection of garbage shall be provided to every dwelling unit in the City once per week, except as provided herein.

3.1.2 Curbside collection of garbage from any building with six or less dwelling units shall be provided, at no cost, by the City up to a maximum of four (4) bags (or equivalent) per collection day per dwelling unit. The bags (or equivalent) must meet the requirements of Section 4 of this By-Law. Any dwelling unit requiring more than four (4) bags per collection day must pay for each bag at a cost of $1.50 each. All bags of waste cannot exceed the specifications as listed in Section 4.1.1. Each extra bag will have a bag tag attached to the bag indicating it can be collected. If extra bags are placed to the curb without a bag tag, the extra bags will be left by the Waste Collector.

Any future adjustment in the cost for a bag tag for waste collection will be reflected in the Fees for Service By-Law. The fees for Service By-Law will also state when the new cost of the bag tags are to be implemented.

3.1.3 Collection of dumpster or bin type containers of garbage shall be provided to all MURB’s with seven (7) or more dwelling units in the City by the collectors as provided for by the City. The dumpster or bin type container for collection of garbage will also be used for collection of all bulk (large items) or white goods. All MURB’s shall make application to the City Engineer in the form shown in Schedule 1 annexed to this By-Law.

Owners of MURBS will be charged a rental and lift fee for the container or a collection fee for the bulk (large) items and white goods by the waste collector as provided for by the City.
3.1.4 The owners of MURB's unable to accommodate a dumpster or a bin type container due to space limitations will be charged fees for curbside collection equivalent to lift and rental fees for dumpster or bin type container service.

These owners will also have to pay equivalent fees for the curbside collection of any bulk (large) items or white goods as per the lift and rental fees for dumpster and bin container service.

3.1.5 Curbside collection of garbage from all commercial business owners or operators in the City shall be provided, at no cost, by the City for all properly packaged waste generated at their premises.

3.1.6 Two collections per week shall be provided to all commercial businesses registered in the areas as specified in Schedule 2 attached to this By-Law and shall be subject to the provisions specified in Paragraph 3.1.5. of this By-Law.

3.2 Recyclables

3.2.1 Curbside collection of recyclables shall be provided to every dwelling unit by the recyclables collectors as provided for by the City except as provided herein.

3.2.2 Container collection (roll cart) of properly separated recyclables shall be provided for MURB's registered under Paragraph 3.1.3. of this By-Law. Any roll carts required for the current program must be purchased from the Recyclables Collectors as provided for by the City.

3.2.3 All commercial business owners or operators who receive waste collection as per Paragraph 3.1.5. of this By-Law may also participate in recyclable collection. The Solid Waste Supervisor will provide recommendations for the container and program requirements. Any equipment required for the current recyclable collection program may be purchased from the Recyclables Collectors as provided for by the City. Any business not putting their waste to the curb for street collection but desire to participate in recycling collection must meet the requirements for setting out recyclables as stated in this By-Law.

3.3 Bulk (Large) Items and White Goods

3.3.1 Curbside collection of bulk (large) items and white goods shall be provided to every household in buildings with six dwelling units or less.

3.3.2 Owners or operators of MURB's will be provided with the ability to place their bulk (large) items or white good items in their dumpster or bin type container used for regular waste collection. If the items are too large, the owners of the property can arrange for collection by the Waste Collectors for a special collection as provided for by the City.

3.3.3 Owners or operators of commercial businesses are responsible for making their own arrangements for removal of bulk (large) items and white goods.
3.4 Lawn and Garden Waste (Compostables)

3.4.1 Curbside collection of lawn and garden waste shall be provided to all property owners by the compostables collectors as provided for by the City. Collection areas will include any commercial business or MURB properties.

3.4.2 Curbside collection of brush shall be provided to all property owners by the compostables collectors as provided for by the City. Collection areas will include any commercial business or MURB properties.

4. CONTAINERS AND PREPARATION OF GARBAGE, RECYCLABLES AND LAWN AND GARDEN WASTE FOR COLLECTION

A) All participants using curbside collection provided by the City must comply with the following:

4.1 Garbage

4.1.1 All residents or commercial businesses that participate in curbside collection can put the waste to the curb in plastic bags. The plastic bags shall be polyethylene, no larger than 66 cm in width and 91.4 cm in height ± 5 cm either dimension or both. The bags must be of coloured material with a minimum gauge of 1.5 thickness with a maximum content capacity not exceeding 22.0 kilograms.

4.1.2 If a participant uses a container, it will be considered equivalent to two standard size garbage pages. The weight of a container cannot exceed 22.0 kilograms.

4.1.3 In some areas businesses are using roll carts to contain their bagged waste. These roll carts will be continued to be emptied by the Waste Collector as provided for by the City.

4.1.4 Cardboard boxes cannot be used as garbage containers and will be left uncollected.

4.1.5 Garbage placed in containers shall be drained of all liquids and be securely and safely wrapped and then placed in a container conforming with the requirements of this By-Law.

4.2 Recyclables

4.2.1 All participants must use a blue box or roll cart. All participants are required to purchase the required equipment (blue box or roll cart). All recyclable containers must be kept clean.

4.2.2 All participants shall ensure that all glass or plastic containers and metal cans (except pop cans) are rinsed of food or liquid waste, before being placed inside a recycling container;

B/L 13 of 2010 4.2.3 All newspapers, magazines, cardboard and boxboard are to be in bundles no larger than 91 cm x 91 cm x 45 cm. All office paper including letters, envelopes, coloured paper and shredded paper can be contained in transparent bags. If office paper, newspapers, boxboard, cardboard is mixed in a transparent bag the material is to be left at the curb.
4.3 Bulk (Large) Items and White Goods

4.3.1 Participant householders provided with street collection of waste shall place these items at the curb, separated from the other wastes. Pick up will occur on their regular waste collection day. No such material shall be put to the curb until the night before regular garbage collection in accordance with the prescribed times in this By-Law.

4.3.2 Participant householders shall remove or cause to be removed all freon, from an appliance or any other item containing freon and, each item shall be tagged by a qualified technician certifying that all freon has been removed, prior to collection.

4.4 Lawn and Garden Waste (Compostables)

4.4.1 Participants shall place lawn and garden waste beside the curb, separate from the other waste, in paper bags, open designated containers or in 76 cm x 122 cm transparent plastic bags, 1.5 gauge thickness, during advertised collection periods only. Backyard composting, grass cycling and organic conservation techniques should be employed by householders during non-collection periods. All bags set out for collection cannot exceed 22.0 kilograms in weight.

4.4.2 Participants shall place branches and brush in open marked non-cardboard containers not exceeding 22 kilograms and/or they shall be bundled and tied in lengths not exceeding 1.2 metres in length and shall be set out at the curbside only during the special “brush” collection days. Any brush or branch shall not exceed 10 cm in diameter.

4.4.3 Participants shall set out Christmas trees at curbside in a manner determined to be appropriate by the Engineer and advertised publicly.

4.4.4 Lawn and garden waste may be dropped off at the City’s compost site on the advertised dates and times in the media from time to time and on the sign posted at the entrance to the compost site from March to December.

4.5 Placement of Unacceptable Waste at Curbside

Any waste material placed for collection in such a manner or in such containers as to be in contravention of the terms and conditions set forth in this By-Law shall be refused by the collector and shall be removed from the roadside by the householder on the same day that the garbage is collected and the householder shall dispose of such materials at his own expense.

5. PLACING CONTAINERS FOR COLLECTION

All participants using the curbside collection provided by the City must comply with the following:

5.1 Participants shall set out all bags/containers for collection as close as possible to the edge of the roadway, without obstructing the roadway, sidewalk or footpath, in a position easily accessible to the collector; and, in any case, the Engineer shall have the power to designate the precise point at which the bags/containers or bundles of refuse shall be placed for collection. At no time can containers be placed on the roadway for collection.
5.2 Participants shall set out garbage or other material for collection at the prescribed location on or adjacent to a street or public property no sooner than six (6) p.m. on the day preceding collection, and not later than seven (7) a.m. on the collection day.

5.3 Participants shall not set any waste or recyclables on snow banks or piles. All dwelling unit owners or businesses requiring curb side collection of waste must clear a space in the snow for setting out waste or recyclables. Failure to clean the space for the safe collection of any material set out for collection will result in the material being left by the Waste Collector.

5.4 Empty containers as well as all material which the collector refuses must be removed from the street or from public property by the household from which they came before eight (8) p.m. on the same day that the garbage is collected or the material refused.

5.5 In the designated downtown business area, Northgate Plaza and East St. Plaza which receives special collection as shown in Schedule 2, all material must be at the curb no later than seven (7) a.m. and all containers must be removed no later than 9 a.m. on the day of collection. In the business area designated Mitton St. in Schedule 2, all material must be at the curb no later than eight-thirty (8:30 a.m.) and all containers must be removed no later than eleven (11) a.m. on the day of collection.

6. GENERAL NUISANCE

All participants using the curbside collection provided by the City must comply with the following:

6.1 No participant or other person shall permit waste, including garbage, recyclables, lawn and garden waste, large items, or non-collectible waste of any description to be blown, dropped or dumped from the premises occupied by them or from a vehicle owned or operated by them onto any street, creek, ditch, roadway or other public property in the City.

6.2 No participant or other person shall permit their waste, including garbage, recyclables, lawn and garden waste, large items or non-collectible waste of any description to be blown, dropped or dumped on or in any private property in the City without written authority from the owner, lessor or occupant of such property. “Private property” includes a waste collection bucket, bin or container intended for the exclusive use of a particular premise.

6.3 No participant or other person shall permit lawn and garden waste to be dropped from a vehicle owned or operated by him at the Compost Site, or the public property adjacent to the Compost Site, unless dropped within the area of the Compost Site designated for such waste and during the period designated by the City Engineer for supervised dumping of lawn and garden waste determined in accordance with Paragraph 4.4.4 of this By-Law.

6.4 No participant or other person shall convey by any means along a public highway any waste, including garbage, recyclables, lawn or garden waste, or any non-collectible waste of any description except in covered containers, including individual containers, or carts, trailers or vehicles totally enclosed or covered with canvas or tarpaulins so fastened down around the edges as to prevent any of the contents falling upon any street and to protect the same from flies and to control, as far as possible, the escape of any offensive odours there from.

6.5 No participant or other person shall scavenge any materials set to the curb for collection by the designated collectors.
6.6 No participant shall bring in or deposit any waste material from outside the municipal boundaries for collection by the designated collectors.

6.7 No participant or other person shall allow waste, including garbage, recyclables, lawn or garden waste, bulk (large)/white goods items, or any non-collectible waste of any description to accumulate upon any premises nor keep a garbage container for waste material on his premises in such condition or in such location that the same cause a nuisance, including the omission of foul or offensive odours or harbouring or attracting rats or other vermin or insects.

B/L 121 of 2006

6.8 No person shall deposit non-collectible waste within Garbage.

6.9 No person shall deposit hazardous waste within Garbage.

7. PENALTY

7.1 Any person who contravenes the By-Law is guilty of an offence and is liable,

a) on a first conviction, to a fine of not more than $10,000; and

b) on any subsequent conviction, to a fine of not more than $25,000.

Corporations – where the person is a corporation, the maximum fine in clauses a) and b) are $50,000 and $100,000, respectively.

7.2 No person shall unreasonably obstruct or prevent a By-Law Enforcement Officer from carrying out his duties as prescribed in this By-Law.

8. GENERAL

8.1 The provisions of this By-Law do not relieve any householder or other person from compliance with any provision of the Public Health Act, or any regulation prescribed by the Medical Officer of Health of the County of Lambton or the Ontario Ministry of the Environment.

8.2 By-Law 208 of 1999 of the City of Sarnia is hereby repealed.

8.3 This By-Law shall be read with all changes to number and gender required by the context.

8.4 If any section of this By-Law or parts thereof are found by any Court to be illegal or beyond the power of Council to enact, such section or sections or parts of this By-Law shall be deemed to be severable and all other sections or parts of this By-Law shall be deemed to be separate and independent therefrom and continue in full force and effect unless and until similarly found.

8.5 The short title of this By-Law is the “Waste Collection By-Law”.

8.6 This By-Law shall come into force and effect on the 2nd day of January, 2006.

FINALLY PASSED THIS 29th DAY OF MAY, 2006.

Mayor

Clerk
SCHEDULE 1
APPLICATION FOR ON SITE WASTE COLLECTION DIVERSION FROM A MULTI-UNIT RESIDENTIAL BUILDING (MURB)

I / we ____________________________________ being the owner(s) of a

multi-unit residential building(s) complex containing _______ suites/ units
located at ______________________________________ (the “complex”) in the City of

__________________________________________ Street Address

Sarnia do hereby request and make application to the City of Sarnia for on-site (container) waste collection at the above named location. Upon approval of this application I/ we agree to abide by all applicable requirements stipulated in the City’s Waste Collection By-Law or as amended including the requirement to participate fully in any City Recycling programs. Furthermore, I/ we agree to the following terms:

1) The City will provide a system for refuse, recycling and bulk item
and white goods collection for the complex listed above.

2) The owner will be responsible for arranging with the Waste
Collection (Contractor); herein referred to as the “Contractor”, the
location for the garbage and recycling containers, the size of the
garbage containers, and the frequency of collection. The owner
will be responsible to pay the contractor the rental cost for the
garbage containers/compactors and the cost to lift and dump the
container and the cost to collect bulk or white goods items in
accordance with the contractor’s prices as provided for by the
City.

3) The owner acknowledges and agrees that the City will not be
placed in a position of mediating any disputes between the
contractor and the owner with respect to the lift and rental costs.
Any claims for payment or set off of payments shall be made
directly between the contractor and the owner. If payment is
outstanding after sixty days the contractor will turn the account
over to the City at which time the owner will be contacted for
payment. If no legitimate reason for non payment is apparent
then service will terminate at that address, the costs will be added
to the taxes on the property.

4) If the owner wishes to use a privately owned
dumpster/container/compactor it must be of an approved size and
condition as approved by the City Engineer or designate.

5) Refuse will not be collected if it includes non collectable materials
such as building materials, materials from fires, parking lot
sweepings, excessive cardboard, recyclables and compostables.
Over time there may be more materials designated to be diverted
from the landfill. The complex will be required to participate, if
there are any new initiatives as a result of Federal or Provincial
Laws or Municipal Bylaws resulting in increased diversion of
waste.

6) The owner further undertakes to maintain at all times free and
clear access for the collection vehicles between a public street
and the point of collection satisfactory to the City Engineer.
A containment area allowing for accessibility and aesthetics shall
be installed at the collection point as approved by the City
Engineer or designate.

7) The owner shall supply a drawing showing the access road and
the proposed collection point. This drawing must be attached with
the completed application and shall form part of the agreement.
8) The owner undertakes and agrees that no liability of any nature or kind whatsoever will attach to the City in the event that the site is unsuitable and the contractor is unable to provide on site waste collection. If the site is not suitable for container collection, the MURB will be allowed street collection. For this service, the owner will be assessed a monthly collection fee equivalent to the collection costs of a MURB of the same size.

9) The owner undertakes to save harmless the City and the contractor with respect to any damage caused by the collection vehicles to any private areas, roadways, etc.; except for any such claims or damages due to the gross negligence of the City or the collector.

10) The owner agrees to provide and administer a system of recyclable collection program for the complex. The City’s Solid Waste Representative will assist the owner to maximize waste reduction by providing education, advertising and promotional materials on the launch of any new programs.

11) The owner is required to provide any waste reduction equipment for any current program. If there are any new initiatives as a result of Federal or Provincial requirements or Municipal By-Laws and funds are provided for the equipment, the Solid Waste Representative will assist in obtaining any funds for the purchasing of the required equipment.

12) All recyclable collection equipment will be located near or next to the waste dumpsters. If required an enclosure will be provided to prevent containers from being blown over or removed from the specified location. The Solid Waste Representative will provide advice for setting up the recycling container locations.

13) The City of Sarnia or the MURB owners can withdraw within thirty (30) days from this agreement upon issuing of written notification.

Dated at Sarnia this _____ day of ______________________, 200__.

_____________________________________________________
Owners Name

_____________________________________________________
Owners Name (Please Print)

_____________________________________________________
Owners Address

_____________________________________________________
Contact Name (Please Print)

_____________________________________________________
Contact Phone Number

Approved by City Engineer or
(Designate) ____________________________

__________________________
Month/Day/Year

Return a copy to:
Waste Reduction Officer
P. O. Box 3018, 255 N. Christina Street
Sarnia, Ontario N7T 7N2
Telephone: (519) 332-0330 ext. 266
Fax: (519) 332-0776
SCHEDULE 2
DESIGNATED AREAS – TWICE A WEEK WASTE COLLECTION

<table>
<thead>
<tr>
<th>Designated Areas Description</th>
<th>Approximate Number of Pick up Points per Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Downtown: Tuesday and Friday Garbage Collection</td>
<td></td>
</tr>
<tr>
<td>Wednesday Recyclable Collection</td>
<td></td>
</tr>
<tr>
<td>Front Street- W/S Wellington to City Hall</td>
<td>21</td>
</tr>
<tr>
<td>Davis- Front St. to Victoria St.</td>
<td>6</td>
</tr>
<tr>
<td>Christina- George St. to Wellington St.</td>
<td>40</td>
</tr>
<tr>
<td>Seaway Lane</td>
<td>5</td>
</tr>
<tr>
<td>Cromwell- Victoria St. to Front St.</td>
<td>6</td>
</tr>
<tr>
<td>Lochiel- Front St. to Bayside Mall Entrance</td>
<td>8</td>
</tr>
<tr>
<td>B. Other Areas</td>
<td></td>
</tr>
<tr>
<td>• East St. Plaza- Monday and Thursday Garbage and Recyclable Collection</td>
<td></td>
</tr>
<tr>
<td>106 East St. S to 146 East St. N</td>
<td></td>
</tr>
<tr>
<td>• Northgate Plaza- Monday and Thursday Garbage and Recyclable Collection</td>
<td></td>
</tr>
<tr>
<td>Bounded by 812 Colborne Rd. to 818 Colborne Rd.</td>
<td></td>
</tr>
<tr>
<td>450 Exmouth to 560 Exmouth</td>
<td></td>
</tr>
<tr>
<td>• Mitton Street- Monday and Thursday Garbage and Recyclable Collection</td>
<td></td>
</tr>
<tr>
<td>176 Mitton St. – Wellington St</td>
<td></td>
</tr>
<tr>
<td>Ontario – Mitton St. to Proctor St.</td>
<td></td>
</tr>
<tr>
<td>• Mitton Street- Monday and Wednesday Garbage and Recyclable Collection</td>
<td></td>
</tr>
<tr>
<td>George St. to Wellington St.</td>
<td></td>
</tr>
</tbody>
</table>
Waste Management in the City of Sarnia

Collection of Garbage, Lawn and Garden Waste, and Other
A by-law to provide for and regulate the handling and

By-law Number 62 of 2006

9116
Sarnia, Ontario N7T 7N2
City Hall
ENGINEERING DEPARTMENT
THE CORPORATION OF THE CITY OF SARNIA

THIRD:
May 29th, 2006
SECOND:
May 29th, 2006
FIRST:
May 29th, 2006

READING:
WHEREAS it is recognized that people living in an urban environment will be exposed to noise in the course of their daily lives;

AND WHEREAS it is recognized that people have a right to and should be provided, to the extent possible, an environment free from unusual, unnecessary, or excessive noise which may unreasonably degrade the quality and tranquility of their life or cause nuisance;

AND WHEREAS Council is authorized by Section 210, paragraph 138 of the Municipal Act, R.S.O., 1990 c. M.45, as amended, to enact by-laws for prohibiting or regulating, within the whole of the municipality or within certain defined areas, the ringing of bells, the blowing of horns, shouting and unusual noises, or other noises that are likely to disturb the inhabitants of the municipality;

NOW THEREFORE the Municipal Council of the Corporation of the City of Sarnia enacts as follows:

1. **DEFINITIONS**

In this By-Law, all capitalized words shall have specified meaning and, where those meanings are determined by reference to specific zoning category it shall include any and all site specific amendments that fall under such category in the reference zoning by-law and any successor by-law, and those specified meanings are as follows:

**B/L 141 of 2002 (a)**  “Agricultural Area” means those areas zoned as agricultural, including R1 (Rural 1) and corresponding site zone areas, all as defined in By-Law No. 85 of 2002 of the City of Sarnia, as amended from time to time;
“Commercial Area” means an area zoned commercial, being C1 (Commercial Centre 1), GC1 (General Commercial 1), GC2 (General Commercial 2), GC3 (General Commercial 3), COC1 (Community Commercial 1), HC1 (Highway Commercial 1), OC1 (Office Commercial 1), LC1 (Local Commercial 1), D1 (Downtown 1) and corresponding site zone areas, all as defined in By-Law No. 85 of 2002 of the City of Sarnia, as amended from time to time;

(c) “Construction” includes erection, alteration, repair, dismantling, demolition, structural maintenance, painting, moving, land clearing, earth moving, grading, excavating, the laying of pipe and conduit whether above or below ground level, street and highway building, concreting, equipment installation and alteration and the structural installation of construction components and materials in any form or for any purpose, and includes any work in connection therewith;

(d) “Heavy Equipment” means any non-domestic equipment, tool or device designed or capable of use in construction or demolition, automotive repair or material handling, including but not limited to, air compressors, pile drivers, pneumatic or hydraulic tools, bulldozers, tractors, excavators, trenchers, cranes, derricks, loaders, scrapers, pavers, generators, off-highway haulers or trucks, ditchers, compactors and rollers, pumps, concrete mixers, graders, or other material handling equipment;

(e) “Conveyance” includes a vehicle and any other device employed to transport a person or persons or goods from place to place but does not include any such device or vehicle if operated only within a building;

(f) “Council” means the Council of the Corporation of the City of Sarnia;

(g) “Highway” includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle designed and intended for, or used by, the general public for the passage of vehicles;

(h) “Inhabitants” those people normally resident or working within the Municipality, which includes any temporary resident or occupier of premises within the Municipality, and includes any one of the foregoing where they are acting reasonably;
“Motor Vehicle” includes an automobile, motorcycle, and any other vehicle propelled or driven otherwise than by muscular power; but does not include the cars of electric or steam railways, or other motor vehicle running only up rails, or a motorized snow vehicle, traction engine farm tractor, self-propelled implement or husbandry or road-building machine within the meaning of the Highway Traffic Act;

“Motorized Conveyance” means a conveyance propelled or driven otherwise than by muscular, gravitational or wind power;

“Municipality” means the land within the geographic limits of the Corporation of the City of Sarnia;

“Noise” means a sound, and includes the ringing of bells, the blowing of horns, shouting and unusual sound, or sound likely to disturb the inhabitants of the Municipality;

Parks Area” means an area zoned for parks-related purposes, being a MOS1 (Major Open Space 1), OSI (Open Space 1), W1 (Waterfront 1) and corresponding site zone areas, all as defined in By-Law No. 85 of 2002 of the City of Sarnia, as amended from time to time;

“Point of Reception” means any point where Noise is received that is not located on the same premises, or any area exclusively possessed therein, from which the Noise emanates;

“Quiet Zone” means an area of the municipality so designated by Council in this By-Law or by street signs placed to identify the area as a place where quiet is of a particular importance;

“Residential Area” means an area zoned residential, including RR1 (Rural Residential 1), UR1 (Urban Residential 1), UR2 (Urban Residential 2), UR3 (Urban Residential 3), UR4 (Urban Residential 4), UR5 (Urban Residential 5), SRI (Suburban Residential 1), PRC1 (Private Residential Community 1) and corresponding site zone areas, all as defined in By-Law No. 85 of 2002 of the City of Sarnia as amended from time to time.
2. **PROHIBITION OF NOISES LIKELY TO DISTURB**

No person shall emit, cause or permit the emission of Noise within the Municipality which is likely to disturb the Inhabitants.

3. **NOISES DEEMED LIKELY TO DISTURB**

Without limiting the generality of Section 2, the activities listed in “Schedule A – General Prohibitions” are hereby deemed to be Noises which, in the opinion of Council, create Noises likely to disturb and which are hereby prohibited anywhere within the Municipality.

4. **LIMITATIONS BY TIME AND PLACE**

_B/L 139 of 1999_ Without limiting the generality of Section 2, certain activities that produce Noise shall be deemed to be Noises likely to disturb if resulting from any of the acts listed in column 1 of “Schedule B – Prohibitions by Time and Place”, if said act results in Noise audible at a Point of Reception during the times specified in Columns 2, 3 and 4 of said schedule.

5. **SPECIAL RESIDENTIAL AREA**

The areas as specified on Schedule “C” and identified as the “Golden Mile” and the “Downtown Core” shall be deemed to be Residential Areas for the purposes of this By-Law, and subject to the time and place prohibitions for Residential Areas set out in Section 4 and Schedule “B” of this By-Law, as well as the general prohibitions specific to Residential Areas set out in Section 3 and Schedule “A”.

6. **QUIET ZONES**

The following areas are designated as Quiet Zones for the purposes of this By-Law:

(a) the area designated on Schedule “D” surrounding the Sarnia General Hospital;
(b) the area designated on Schedule “D” surrounding St. Joseph’s Hospital; and
(c) other areas as designated from time to time in Schedule “D”.
EXEMPTIONS

7. PUBLIC SAFETY

Notwithstanding any other provision of this By-Law, it shall be lawful during an emergency to emit or cause or permit the emission of Noise in connection with emergency measures:

(a) for the immediate health, safety or welfare of the Inhabitants; or

(b) for the preservation or restoration of property;

unless such sound is of a longer duration, or a nature more disturbing, than is reasonably necessary for the accomplishment of such emergency purpose.

8. GRANT OF EXEMPTION BY COUNCIL

(a) Any person may make an application to Council for an exemption from any of the provisions of this By-Law for any property and Council may, by resolution after a hearing before Council, refuse or approve the exemption in whole or in part, upon such terms and conditions as Council sees fit.

(b) The applicant shall provide evidence satisfactory to City Council that it provided notice 14 days prior to the hearing before Council of its application for an exemption. The notice shall set out full particulars of the exemption being applied for, including name of applicant, date and time in effect, as well as the nature of exemption. Notice shall provide reasonable notice to those parties reasonably expected to be effected by the exemption and the means of notice shall be prescribed by the City Clerk from time to time. Failure to provide sufficient notice can provide a ground for Council to refuse to grant the application for exemption.

(c) Breach by the applicant of any of the terms or conditions of the exemption shall render the exemption null and void.
9. EXEMPTION OF CERTAIN ACTIVITIES
Notwithstanding any other provision of this By-Law, this By-Law does not apply to a person who emits, causes or permits the emission of Noise in connection with any of the activities listed in Schedule “E”.

10. SEVERABILITY
If any section or sections of this By-Law or parts thereof shall be found by any Court to be illegal or beyond the power of Council to enact, such section or sections or parts thereof shall be deemed to be severable and all other sections or parts of this By-Law shall be deemed to be separate and independent therefrom and continue in full force and effect unless and until similarly found and this By-Law shall be enacted as such.

11. PENALTY
Any person who contravenes any of the provisions of this By-Law is guilty of an offence and is subject to the provisions of the Provincial Offences Act.

12. INTERPRETATION
This By-Law shall be read with all changes to number and gender required by the context.

13. HEADINGS
The headings in the body of this By-Law do not form part of the By-Law but are inserted for convenience of reference only.

14. SCHEDULES
Schedules A, B, C, D and E attached to this By-Law form part thereof.
15. **CORRESPONDING BY-LAWS**

This By-Law supercedes any corresponding By-Laws of the former City of Sarnia and the former Town of Clearwater which may not have been repealed.

16. **SHORT TITLE**

The short title of this By-Law is the “Noise By-Law”.

17. **EFFECTIVE DATE**

This By-Law comes into force and effect upon being finally passed.

FINALLY PASSED this 28th day of September, 1998.

[Signature]

**Mayor**

[Signature]

**Clerk**
SCHEDULE “A”

Noise – General Prohibitions

1. Racing of any Motorized Conveyance other than in a racing event regulated by law or a facility for racing Motorized Conveyances that is not otherwise prohibited by Council or its By-Laws.

2. The operation of a Motor Vehicle in such a way that the tires squeal.

3. The operation of any combustion engine without an exhaust muffling device in good working order and in constant operation.

4. The operation of a Motor Vehicle or a Motor Vehicle with a trailer resulting in banging, clanking, squealing or other like sounds.

5. The operation of an engine or motor in, or on, any Motor Vehicle, or the operation of attached auxiliary equipment, for a continuous period exceeding five minutes, while such vehicle is stationary in a Quiet Zone or Residential Area unless:
   (i) such vehicle is in an enclosed structure which effectively prevents excessive noise emission; or
   (ii) the original equipment manufacturer specifically recommends a longer idling period for normal and efficient operation of the Motor Vehicle in which case such recommended period shall not be exceeded; or
   (iii) operation of such engine or motor is essential to a basic function of the vehicle or equipment, including but not limited to, operation of ready-mixed concrete trucks, lift platforms or refuse compactors and heat exchange systems; or
   (iv) weather conditions justify the use of heating or refrigerating systems powered by the motor or engine for the safety and welfare of the operator, passengers or animals, or the preservation of perishable cargo; or
(v) the temperature is less than zero degrees centigrade thereby making longer idling periods necessary, immediately after starting the motor or engine; or
(vi) the idling is for the purpose of cleaning and flushing the radiator and associated circulation system for seasonal change of antifreeze, cleaning of the fuel system, carburetor or the like, when such work is performed other than for profit or barter.

6. Notwithstanding item #5 above, the operation of an engine or motor in, or on, any Motor Vehicle, or the operation of attached auxiliary equipment, for a continuous period exceeding thirty minutes, while such vehicle is stationary in a Quiet Zone or Residential Area unless more than thirty minutes is required for the actual loading or unloading of the Motor Vehicle at such location.

7. The operation of a Motor Vehicle horn or other warning device except where required or authorized by law.

8. The operation of a stereo or other electronic device designed to amplify sound in, or on, a Motor Vehicle in such a way that the sound can easily be heard outside of the Motor Vehicle.
## SCHEDULE “B”

### Prohibitions by Time and Place

<table>
<thead>
<tr>
<th>Prohibited Period of Time For Each Area</th>
<th>Quiet Zone</th>
<th>Residential and Parks Area</th>
<th>Commercial and Agricultural Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The operation of any auditor signaling device, including but not limited to the ringing of bells or gongs and the blowing of horns or sirens or whistles, or the production, reproduction or amplification of any similar sounds by electronic means except where required or authorized by law.</td>
<td>At any time</td>
<td>8:00 pm to 8:00 am (9:00 am on Sundays &amp; Stat Holidays)</td>
<td>9:00 pm to 7:00 am</td>
</tr>
<tr>
<td>2. The operation of any electronic device or group of connected electronic devices incorporating one or more loudspeakers or other electro-mechanical transducers, and intended for the production, reproduction or amplification of sound.</td>
<td>At any time</td>
<td>8:00 pm to 8:00 am (9:00 am on Sundays &amp; Stat Holidays)</td>
<td>9:00 pm to 7:00 am</td>
</tr>
<tr>
<td>3. All selling or advertising by shouting or amplified sound.</td>
<td>At any time</td>
<td>8:00 pm to 8:00 am (all day Sundays &amp; Stat Holidays)</td>
<td>9:00 pm to 7:00 am</td>
</tr>
<tr>
<td>4. Loading, unloading, delivering, packing, unpacking, or otherwise handling any containers, products, materials, or refuse, whatsoever, unless necessary for the maintenance of essential services.</td>
<td>8:00 pm to 8:00 am (9:00 am on Sundays &amp; Stat Holidays)</td>
<td>9:00 pm to 8:00 am (all day Sundays &amp; Stat Holidays)</td>
<td>11:00 pm to 6:00 am</td>
</tr>
<tr>
<td>5. The operation of any Heavy Equipment in connection with Construction of demolition.</td>
<td>5:00 pm to 7:00 am (all day Sundays &amp; Stat Holidays)</td>
<td>8:00 pm to 7:00 am (all day Sundays &amp; Stat Holidays)</td>
<td>11:00 pm to 7:00 am</td>
</tr>
<tr>
<td>6. The operation of any Heavy Equipment, other than as necessary for air treatment, heating or cooling.</td>
<td>5:00 pm to 7:00 am (all day Sundays &amp; Stat Holidays)</td>
<td>8:00 pm to 7:00 am (all day Sundays &amp; Stat Holidays)</td>
<td>8:00 pm to 7:00 am</td>
</tr>
<tr>
<td>7. The detonation of fireworks, except as part of Construction if carried out between the hours specified in item #5 above.</td>
<td>At any time</td>
<td>12:00 am to 8:00 am</td>
<td>12:00 am to 8:00 am</td>
</tr>
<tr>
<td>8. The detonation of explosive devices.</td>
<td>At any time</td>
<td>At any time</td>
<td>At any time</td>
</tr>
<tr>
<td>9. The discharge of firearms, other than as part of an otherwise sanctioned hunt or gun club, or where such discharge has agricultural purposes.</td>
<td>At any time</td>
<td>At any time</td>
<td>At any time</td>
</tr>
<tr>
<td>10. The operation of a combustion engine which, i) is, ii) is used in, or iii) is intended for use in, a toy or a model or replica of a larger device, which model or replica has no function other than amusement and which is not a Conveyance.</td>
<td>At any time</td>
<td>8:00 pm to 8:00 am (9:00 am on Sunday)</td>
<td>9:00 pm to 7:00 am</td>
</tr>
<tr>
<td></td>
<td>Quiet Zone</td>
<td>Residential and Parks Area</td>
<td>Commercial and Agricultural Area</td>
</tr>
<tr>
<td>---</td>
<td>------------</td>
<td>----------------------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>11.</td>
<td>At any time</td>
<td>11:00 pm to 8:00 am (9:00 am on Sunday &amp; Stat Holidays)</td>
<td>11:00 pm to 7:00 am</td>
</tr>
<tr>
<td>12.</td>
<td>At any time</td>
<td>8:00 am to 8:00 am (9:00 am on Sundays &amp; Stat Holidays)</td>
<td>9:00 pm to 7:00 am</td>
</tr>
<tr>
<td>13.</td>
<td>At any time</td>
<td>8:00 pm to 8:00 am (9:00 am on Sundays &amp; Stat Holidays)</td>
<td>11:00 pm to 7:00 am</td>
</tr>
<tr>
<td>14.</td>
<td>At any time</td>
<td>At any time</td>
<td>At any time</td>
</tr>
<tr>
<td>15.</td>
<td>5:00 pm to 8:00 am (9:00 am on Sundays &amp; Stat Holidays)</td>
<td>9:00 pm to 8:00 am (9:00 am on Sundays &amp; Stat Holidays)</td>
<td>9:00 pm to 7:00 am</td>
</tr>
<tr>
<td>16.</td>
<td>5:00 pm to 7:00 am (9:00 am on Sundays &amp; Stat Holidays)</td>
<td>8:00 pm to 7:00 am (9:00 am on Sundays &amp; Stat Holidays)</td>
<td>9:00 pm to 7:00 am</td>
</tr>
<tr>
<td>17.</td>
<td>5:00 pm to 8:00 am (9:00 am on Sundays &amp; Stat Holidays)</td>
<td>11:00 pm to 8:00 am (9:00 am on Sundays &amp; Stat Holidays)</td>
<td>11:00 pm to 7:00 am</td>
</tr>
<tr>
<td>18.</td>
<td>At any time</td>
<td>8:00 pm to 8:00 am (9:00 am on Sundays &amp; Stat Holidays)</td>
<td>11:00 pm to 7:00 am</td>
</tr>
</tbody>
</table>

B/L 163 of 1999

16. The operation of solid waste bulk lift or refuse compacting equipment.

17. The operation of commercial car wash equipment.

18. Yelling, shouting, hooting, whistling or singing.
SCHEDULE C

ST. CLAIR RIVER

N.T.S.

SPECIAL RESIDENTIAL AREA

SCHEDULE C - CONTINUED

SPECIAL RESIDENTIAL AREA

SCHEDULE “D”

1. Saint Joseph’s Hospital, in the City of Sarnia, and including the area;
   - Commencing at the intersection of the North limit of London Road with
     the West limit of Russell Street
   - Thence Easterly along the North limit of London Road to the East limit of
     Norman Street
   - Thence Southerly along the East limit of Norman Street to the South limit
     of Maria Street
   - Thence Westerly along the South limit of Maria Street to the West limit of
     Russell Street
   - Thence Northerly along the West limit of Russell Street to the point of
     commencement.

2. The Sarnia General Hospital, in the City of Sarnia, and;
   - Commencing at the intersection of the North limit of Essex Street with the
     West limit of Mitton Street
   - Thence Westerly along the North limit of Essex Street to the East limit of
     MacKenzie Street
   - Thence Southerly along the East limit of MacKenzie Street to the South
     limit of George Street
   - Thence Westerly along the South limit of George Street to the West limit
     of Mitton Street
   - Thence Northerly along the West limit of Mitton Street to the point of
     commencement.
B/L 96 of 2009

SCHEDULE “E”
Activities to Which the By-Law does not Apply

1. The use in a reasonable manner of an apparatus or mechanism for the amplification of the human voice or of music in a public park or recreational area under the control and management of The Corporation of the City of Sarnia during the hours of 8:30 a.m. and 11:00 p.m. and in connection with any public election meeting, public celebration or other lawful gathering, provided that written permission of the City Manager, or his or her delegate, to hold such meeting, celebration, or gathering has been first obtained under any applicable by-law of The Corporation of the City of Sarnia.

2. Any band or parade, provided that permission to operate such band or hold such parade has been first obtained under any applicable by-law of The Corporation of the City of Sarnia, and the Sarnia Police Services Board.

3. Emergency work being carried out by the City of Sarnia Works Department, or by Sarnia Hydro or Union Gas.

4. Non-emergency work being carried out by, or on behalf of, the City of Sarnia, Sarnia Hydro or Union Gas within a municipal road allowance where such activities occur between the hours of 6:30 a.m. and 10:00 p.m.

5. Non-emergency work being carried on outside of the permitted times in Schedule “B” with the permission of the Engineer for the City of Sarnia, which permission has been adopted by City Council by virtue of Council accepting a bid on a tender call, or otherwise.

6. Non-emergency work being carried out by the Community Services Department of the City of Sarnia where such activities occur between the hours of 7:30 a.m. and 10:00 p.m.

7. Normal farming operations.

8. Snow removal.

9. The following events:
   (a) BayFest – Centennial Park
   (b) Canada Day events – as approved by the Canada Day Committee
   (c) Dow People Place events – as approved by Community Services
   (d) Hiawatha Horse Park & Entertainment Centre – 9 events per annum
   (e) Jazz Festival – McGibbon Park
SCHEDULE “E” continued

(f) Rib Fest – Centennial Park
(g) San Rocco Festival – Centennial Park
(h) Sarnia Greek Fest – 1299 Murphy Road, Sarnia

between the hours of 8:30 a.m. and 11:00 p.m. Sunday through Thursday and 8:30 a.m. and 12:00 a.m. Friday and Saturday. (Where the scheduled entertainment is delayed due to inclement weather, the hours of operation may be extended by up to 1 hour.)

10. Canadian Cancer Society’s Relay for Life – Canatara Park
THE CORPORATION OF THE
OF SARNIA
Legal Services
City Hall
Sarnia, Ontario
N7T 1N2

FIRST:
April 28, 1998
SECOND:
April 28, 1998
THIRD:
April 28, 1998

"A By-Law to Control Noise"

BY-LAW NUMBER 144
OF THE CITY OF SARNIA

"A By-Law to Control Noise"
TOWNSHIP OF ST. CLAIR
WASTE COLLECTION REGULATIONS

COLLECTION
1) Owners, lessees, or occupants of premises receiving municipal waste collection shall place waste containers to be collected on the boulevard approximately one metre from the curb, or where no curb exists, one metre from the shoulder of the road.

2) To ensure collection, containers should be placed at the side of the road in accordance with the above by 7:00 AM on the scheduled day of collection.

3) Containers should not be placed at the side of the road prior to the day of collection.

4) Collection shall be limited to six (6) containers, bulk items, or combinations thereof per pick-up.

5) Bulk items such as furniture, appliances (see limitations below) etc. will be collected with the regular waste collection.

WASTE RECEPTACLES
The following are acceptable waste receptacles:

1) Disposable plastic garbage bags.

2) Re-usable containers, which meet the following criteria:
   a) The container shall be constructed of metal, plastic, or other rigid material and be capable of containing any liquid which may accumulate from waste placed inside.
   b) The container shall be provided with external handles which will allow it to be emptied without having to place hands or fingers near the container opening.
   c) The container shall have an opening no smaller than it’s largest cross section. Ideally, the sides of the container should taper from the bottom to the opening.
   d) All exposed edges shall be smooth and rounded.
   e) The container’s maximum liquid capacity shall not exceed 136 litres (30 imp. gallons).
   f) The container, when full shall not exceed 34 kilograms (50 lbs).

Note: Barrels commonly referred to as “45 gallon drums” shall not be used as a waste receptacle for waste collection. Household waste placed in tied plastic garbage bags may be placed in a barrel or other container in order to protect it from animals, provided the bags can easily be removed from the container by the waste collection contractor. The waste collector will not tip 45 gallon drums.

ACCEPTABLE AND NON-ACCEPTABLE REFUSE

ACCEPTABLE REFUSE
Acceptable refuse may include:

1) Kitchen waste (must be drained and wrapped or placed in garbage bags).
   a) Disposable non-recyclable containers.
   b) Recyclable material should not be included with household waste.

3) Normal household refuse.

4) Yard waste, clippings, and small amounts of bundled brush (1.25m 4’ lengths) subject to the following: In designated areas of the Township, yard waste is collected separately during certain times of the year. During these periods, yard waste will not be collected with the normal refuse collection. (see the yard waste collection schedule for details)

NON-ACCEPTABLE REFUSE
Non-acceptable refuse includes, but may not be limited to the following:

1) Automotive batteries, engines, drivetrain, and body parts or scrap metal.
2) Animal remains.

3) Tree stumps, logs, body wood or large quantities of brush.

4) Concrete, cement blocks, bricks, sod, or earth.

5) Building material and or demolition material. Small quantities placed in waste receptacles will be permitted, subject to the six (6) container limit.

6) Oil, paint, solvents, pesticides, toxic chemicals, or combustible materials.

7) Appliances or air conditioners containing CFC’s.

8) Compressed gas cylinders i.e. propane barbecue tanks.
Enniskillen Township Proposed Waste Program

Waste Pickup:
1. No provision for leaves and stick pickup.
2. Clear bags for household waste will not be required.
3. Seasonal variations in pickup would take place. Biweekly during the winter November to Feb 28 and weekly during the remainder of the year.
4. Households will be limited to 2 bags during the weekly pickup.
5. During the biweekly period the limit would be increased to 4 bags.
6. Additional bags will be permitted but tags would be required at $2/bag
7. Two large household waste days will be held once in the spring and once in the fall.

Recycling
1. The policies determining the types of recycled materials picked up will be the same as the other members of the group.
CORPORATION OF THE VILLAGE OF POINT EDWARD

BY-LAW NO. 17 of 2005

Being a by-law to regulate the collection, removal and disposal of waste in the Village of Point Edward.

Whereas the Village Council deems it necessary and expedient to pass a by-law for establishing and maintaining a system for the collection, removal and disposal waste;

Now therefore the Municipal Council of the Corporation of the Village of Point Edward enacts as follows:

SECTION A DEFINITIONS

1. Corporation

Means the Corporation of the Village of Point Edward.

2. Householder

Any owner, occupant, lessee, tenant, or any person having use, occupation and/or charge of any dwelling, hotel, restaurant, apartment, house, office building, public institution, service station, commercial building, store, shopping centre or plaza or any portion thereof respectively in the Corporation of the Village of Point Edward. Public institution does not include County of Lambton operated facilities.

3. Person

Means any individual human being, any partnership, any body corporate or politic, any agent or trustee and the heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to the law.

4. Superintendent

Means the Superintendent of Works for the Corporation of the Village of Point Edward.

5. Garbage

Means all rejected, abandoned or discarded non-recyclable household waste, but shall not include "non-collectible" waste as hereinafter defined.

6. Non-Collectible Waste

Means any waste or matter other than ashes, garbage and residential household rubbish and shall include items set out in Schedule A.

7. Recyclable Material

Means any waste or matter listed in Schedule B.

Effective July 1, 2005, recycling collections will take place bi-weekly.
8. **Collection Days**

**Garbage Collection:**
Regular garbage collection shall take place during the following specified times:
- Every Tuesday and Friday from June 1 to September 30.
- Every Tuesday from October 1 to May 31.
No leaf, brush or grass collection will take place on Tuesdays or Fridays.

Leaf, Brush and Grass Collection shall take place during the following specified times:
- Every Monday of each week from April 1 to November 30 of each year. If the Monday falls on a statutory holiday, the collection will take place on Wednesday of that week.
- Brush and tree limbs shall be bundled in lengths not to exceed four (4) feet and not to exceed fifty (50) pounds.
- All leaves and grass shall be placed in clear plastic bags to accommodate composting requirements.

In the event garbage is not picked up, the bag will be tagged giving the reasons for non-collection.

**Junk Day:**
One day during the month of May and one day during the month of October as determined by the Superintendent.

Junk day includes the services of a chipper for disposal of branches no larger than 3 inches in diameter.

Items not picked up on Junk Day are listed in Schedule C.

**Recyclable Materials:**
Cardboard and paper materials are collected bi-weekly on Tuesdays per the annual schedule provided by the Corporation.

Metal, glass and plastic materials are collected bi-weekly on alternate Tuesdays other than cardboard and paper materials, per the annual schedule provided by the Corporation.

Effective July 1, 2005, recycling collection will take place bi-weekly.

---

**SECTION B**  **RIGHTS AND RESPONSIBILITIES OF THE CORPORATION**

**I.**

(a) The Corporation will be responsible for the control, collection and disposal of garbage, by collectors and private contractors subject to the provisions of the by-law.

(b) Any garbage placed on the boulevard or in any other area for collection as designated from time to time by the Superintendent shall be deemed to be under the control and in the possession of the Corporation as of the time the same is placed upon the boulevard or other area for collection and the same shall not be moved or collected by any person, persons or corporation other than as may be authorized in writing by the Superintendent.
SECTION C

PREPARATION OF ASHES, GARBAGE AND OTHER REFUSE FOR COLLECTION

1. GENERAL

(a) Householders shall deposit in one or more containers, all material defined as “Garbage”.

(b) Each household shall be restricted to a maximum of six containers of “garbage” on each “garbage” collection day.

(c) Garbage shall be drained of all liquids and be securely wrapped and then placed in the prescribed containers.

(d) Ashes shall be cold when placed in the prescribed container or garbage bag.

(e) Any garbage container or bundle shall not exceed twenty-two point six eight (22.68) kilograms (fifty [50] pounds) in weight and no dimension of any such bundle shall exceed point nine two (.92) metres (three [3] feet).

2. Householder to Provide Proper Containers

Proper containers shall be provided by the householder as follows:

(a) For all garbage:

Every household shall provide and maintain in proper order for the purpose of sorting and putting out for collection of garbage a sufficient number of tightly sealed water-tight containers with handles having a capacity of not more than point zero nine (.09) cubic metres (three [3] feet) each, and shall be of larger diameter at the top than the bottom.

No container shall have a height greater than point nine two (.92) metres (three [3] feet) or less than point four six (.46) metres (one and one-half [1½] feet), or shall have a diameter larger than point five one (.51) metres (twenty [20] inches) or smaller than point three eight (.38) metres (fifteen [1½] inches), and no container shall weigh more than twenty-two point six eight (22.68) kilograms (fifty [50] pounds, including contents.

Non-returnable plastic or water-proof kraft paper bags of point zero eight (.08) cubic metres (two and three-quarters [2 3/4 cubic feet] maximum capacity and having a point six one (.61) metre (two [2] foot) or mill. Impact strength and capable of lifting twenty-two point six eight (22.68) kilograms (fifty [50] pounds) of contents may also be used as a container for residential household garbage.

(b) All unserviceable and other containers which are not in conformity with the provisions of Article C2 (a) hereof shall be considered waste material and may be collected and disposed of by the Corporation or by any contractor employed by the Corporation to perform the collection of garbage.

3. Collection Times and Routes.

Collection times and routes and alterations thereto may be proposed by the collector engaged by the Corporation, but shall be subject to the approval of the Superintendent.
4. **Transporting Garbage**

No person shall haul, convey or transport through or upon any street within the Corporation limits any garbage or any non-collectible waste except in properly covered containers or vehicles totally enclosed or covered with canvas or tarpaulins, so fastened down around the edges as to prevent any of the contents falling upon the streets and to protect the same from flies and to prevent the escape of any offensive odours therefrom.

**SECTION D  MAINTENANCE OF SANITARY CONDITIONS**

(a) No person shall suffer or permit the accumulation upon his/her premises or upon lands occupied by him/her or under his/her control, or deposit or permit the deposit upon any lands belonging to him/her or in his/her occupation or under his/her control of any garbage.

Every householder of any premises within the Corporation shall, as often as necessary to prevent the accumulation of same, cause all garbage to be placed in receptacles and put out for collection.

(b) Garbage, shall be stored in vermin-proof containers and the householder shall keep the storage area vermin-free and in a sanitary condition so as to prevent the emission therefrom of obnoxious odours.

(c) No person shall sweep, throw, cast, lay or deposit or suffer any agent or employee to sweep, throw, cast, lay or deposit any ashes, offal, garbage, fruit skins, cinders, straw excelsior, store sweepings, shavings, paper, dirt, lawn rakings, broken glassware, handbills, crockery, bottles, carcass of any animals, or rubbish of any kind whatsoever in any lane, street, road allowance, park or other municipally-owned land, vacant privately owned land, creek or water course, in the Corporation.

(d) No person shall pick over, salvage or in any way interfere with any article placed out for collection, whether contained in a covered container or otherwise provided, however, that the householder shall be permitted access to the article placed by the said householder for garbage collection by the collector.

**Placement of Containers and Bundles for Collection**

(a) Containers and bundles set out for collection shall be placed as close to the street curb as possible without obstructing the roadway or sidewalk and in any case, the Superintendent shall have the power to designate the precise point at which containers and/or bundles shall be placed for collection.

(b) Containers and bundles shall not be placed on sidewalks without permission of the Superintendent.

(c) Containers and bundles shall only be set out for collection on such days and during such hours as are prescribed by the Superintendent.

(d) No containers or bundles shall be placed out before 7:00 P.M. local time of the day before the day established for collection and all containers shall be removed from the street by 11:00 P.M. local time, of the day established for collection.

(e) No garbage will be put out for collection by a householder other than that generated from his/her premises.
SECTION E  COLLECTION, TRANSPORTATION, AND DISPOSAL
OF ASHES, GARBAGE AND OTHER REFUSE.

1. Private Property
   
   (a) No garbage collection vehicle shall be required to enter a
   privately-owned driveway, roadway or land for the purpose of
   collecting garbage from privately-owned property except for
   multiple-family residential households.
   
   (b) No collector shall be required to enter any house, apartment
   house or other building, or ascend or descend any stairway or
   enter any elevator, or hoist or load any platform for the purpose
   of collecting or removing any garbage.

2. Waste Not Collected by the Corporation

   All garbage in excess of that set out in Section "C", Articles 1 and 2
   hereof, shall be disposed of by and at the expense of the
   householder.

3. Disposal of Non-Collectible Waste

   Any person wishing to dispose of non-collectible waste may contact
   the Superintendent for advice on how to do so. The Public Works
   Department will maintain a list of contractors who are able to provide
   the required collection of non-collectible waste at the cost of the
   householder. The Public Works department will establish a list with
   prices for pick-up of non-collectible waste by their Department, if they
   are able to carry out the collection.

SECTION F  ENFORCEMENT AND PENALTY

1. Enforcement

   The provisions of the by-law shall be enforced by the Works
   Superintendent or the By-law Enforcement Officer of the Village of Point
   Edward.

2. Penalty

   (a) Any person convicted of the breach of the provisions of this by-law
   shall forfeit and pay at the discretion of the convicting court a penalty
   not exceeding the sum of One Thousand Dollars ($1,000.00) for each
   offence, exclusive of costs, and the provisions of The Provincial
   Offences Act as provided and limited by The Municipal Act shall
   apply thereto.

   (b) The court, wherein the information is first laid, and any court of the
   competent jurisdiction thereafter, may issue an order prohibiting the
   continuance or repetition of the offence by the person convicted, and
   such order shall be in addition to any other penalty imposed on the
   person convicted.

   (c) In addition to the penalty provided in Section "F" Articles 2(a) and 2
   (b), where garbage is not collected by reason of the householder
   having failed to comply with the provisions of this By-law or in the
   event that any non-collectible waste is not disposed of as required by
   this By-law and is left by the occupant to cause an untidy or
   unsanitary condition, if after a demand in writing by the
   Superintendent, it is not removed, the work necessary to remove it
   may be performed by the Corporation, and failing payment therefore
   by the householder within ten (10) days after notice in writing of the
   cost of such work, the cost may be recovered in a like manner as
   Municipal Taxes.
SECTION G        BY-LAWS REPEALED

1. The Following By-laws are repealed

   By-law No 10 of 1975
   By-law No 13 of 1992
   By-law No 12 of 1995
   By-law No 10 of 1996
   By-law No 12 of 1998
   By-law No 16 of 2000

Read a FIRST AND SECOND READING on this 31
th day of May, 2005.

Read a THIRD READING AND FINALLY PASSED this ____
___ day of ______________________, 2005.

________________________________________
MAYOR

________________________________________
CLERK/TREASURER
SCHEDULE A

NON-COLLECTABLE WASTE

(a) Manufacturer's waste

(b) Any explosive or highly combustible material of any nature whatsoever;

(c) Broken plaster, lumber or other waste or residue resulting from construction alterations, repairs, demolition or removal of any building or structure including such waste which results from alterations or repairs to a single-family dwelling performed by the owner or occupant thereof;

(d) Sawdust and/or shavings from a commercial and/or industrial establishment;

(e) Organic matter not properly drained or wrapped

(f) Liquid wastes;

(g) Hay, straw and manure

(h) Carcass of any animal;

(i) Live animals or birds;

(j) Discarded furniture, including mattresses, appliances and other similar type goods;

(k) The stock of any wholesaler;

(l) Any material which has become frozen to the container and cannot be removed by shaking;

(m) Discarded truck and automobile parts and accessories, including tires;

(n) Recyclable materials;

(o) Hazardous waste, including paints, solvents, batteries and pesticides;

(p) Animal feces

(q) Tree stumps;

(r) Waste from alien ships (ships from other areas within or outside of Canada);

NON-COLLECTIBLE WASTE ON TUESDAY AND FRIDAY COLLECTION DAYS

a) Grass;

b) Leaves;

c) Brush
SCHEDULE B

RECYCLABLE MATERIALS

Cardboard and paper materials are collected bi-weekly on Tuesdays per the annual schedule provided by the Corporation.

Metal, glass and plastic materials are collected bi-weekly on alternate Tuesdays other than cardboard and paper materials, per the annual schedule provided by the Corporation.

Effective July 1, 2005, recycling collection will take place bi-weekly for all recyclable materials.

Cardboard

Corrugated cardboard can be placed at the curb beside the recyclables but must be tied in bundles.

Maximum size is 1 metre x 1 metre x 39 cm bundles (3 feet x 3 feet x 18 inches).

Maximum amount of bundles this size is three (or equivalent smaller bundles) per week.

If you have only one or two cardboard boxes, flatten them and place them in or under your blue box.

Paper
Newspaper
junk mail
white bond
photocopy letterhead
stationery
manila envelopes/folders
post it notes
coloured paper
business forms
NCR paper
telephone books
magazines.

Metal
Cans (labels OK),
foil trays (rinsed),
pie shell pans (rinsed),
food cans (rinsed),
juice boxes.

Glass
Clear and coloured, (rinse-lids removed).

Plastic
P.E.T. Code 1, H.D.P.E. Code 2 are acceptable. Codes are on the bottom of the bottles.

Examples:
HDPE opaque (natural),
Vinegar,
windshield washer bottles;
HDPE (polyethylene) coloured,
Bleach bottles,
Anti-freeze bottles (well drained),
PET-Plastic pop bottles
SCHEDULE C

ITEMS NOT PICKED UP ON JUNK DAY

tree stumps
automobiles
concrete
automobile parts
propane tanks
tires
hazardous materials
batteries
plaster, insulation or other building materials;
paint
liquid wastes

Refrigerators
Washers
Stoves
Freezers
Dryers
Air Conditioners

And all non-collectable materials as defined in Schedule A, and Recyclable Materials as defined in Schedule B.
Appendix E

Off-loading Procedures
4. A clear, workable method for accounting for the City’s portion of material at the facility

The City’s material will be scaled at Waste Management’s MRF when it arrives at the site. The material will then be tipped with other materials on the MRF’s tipping floor. As the material is processed, Waste Management will account for the City’s processed material using the inbound material audit and system capture rate procedures identified above.

A. The remainder of the material will be assumed to flow to the plant’s residue. This will be made up of non-program materials and small amounts of programmed materials that were not captured by the plants processes.

B. The facility will be allowed to divert any non-program materials it can separate to useful or revenue generating purposes retaining any revenue.

5. A description of receiving requirements that will form part of the City’s collection RFP, such as, but not necessarily limited to those described in Section 2

I. Process for Receiving Recyclables at Petrolia

a. The MRF facility will be open for receiving recyclable materials during regular business days from 07:00 am until 07:00 pm. Our C of A allows for up to 24 hours a day processing Monday through Saturday.

b. Changes in operating hours will be communicated by e-mail. The City will provide a distribution list from time to time. Except for emergencies, a minimum of 2 days notice of any change to receiving will be provided.

c. The MRF facilities will not be open for receiving recyclable materials on Christmas Day and New Years Day. We currently operate on Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday (First Monday in August), Labour Day, Thanksgiving Day and Boxing Day. Arrangements for additional receiving days and hours can be made where required in.

d. Acceptable materials are conventional blue box materials and are listed below:
Fibers
- Newspapers
- Old Corrugated Cardboard (Less than 4 feet in any dimension).
- Office Papers
- Box Board (Cereal box and shoe box type fiber)
- Magazines
- Phone books

Containers
- Plastic Bottles and Jars (Soft drink, detergent, juice, water, bleach)
- Plastic Tubs and Lids (Yogurt, margarine, ice cream & lids)
- Gable Top and Tetra Containers
- Aluminum and Tin Cans (with lids)
- Aluminum Plates and Trays
- Empty Aerosol Cans
- Glass bottles and jars
- Metal lids from bottles and jars
- Other Small 1-7 plastics containers (Less than 1 liter)
- Plastic bags

e. Unacceptable Materials include but are not limited to:
   - Wood
   - Large and small propane tanks
   - Garden hose
   - Christmas light
   - Circular saw blades
   - Medical Waste or Household Medical Waste of any kind.
   - Chemicals of any kind
   - Hazardous Waste
   - Radio active waste
   - Yard waste
   - Organic waste
   - Construction waste
   - Furniture
   - Electronic waste

g. Vehicles arriving at the MRF facility will follow a very simple unloading process:

Vehicles will enter a queuing lane off the main road and scale into the facility. The material will be unloaded on the tipping floor and vehicles will return to the scale for weight. Each load will receive a scale ticket which identifies, customer, weight, time, etc. Vehicles are the welcome to leave the site.

Generally, unloading single-stream is significantly faster then unloading multi stream trucks. Vehicle unloading in the tipping floor normally runs 6 to 10 minutes per stream. This is somewhat determined by the type of vehicle and the skill of the driver. Some times loads can stick and be difficult to get off. The Cambridge site is designed with four receiving doors for Single-stream material. For single-stream material, this will normally allow for 20 to 30 trucks to unload per hour with an unloading time of less than 15 minutes scale to scale. The site is designed to have an inbound scale and an outbound scale allowing 15 to 20 trucks per hour to enter the site and the same to leave.

II. Method of Recyclables Acceptance

Materials will be inspected for acceptance. Vehicles will pass a radiation detector on the way into the facility and “hot” loads will be rejected. We are assuming the material will arrive in an enclosed truck/trailer and will need to be tipped before it becomes available for inspection. The loads will
generally be visually inspected by the loader operator at the tip floor to ensure it is recyclable material and not significantly contaminates. Material owners will be required to take back contaminated material or pay for special handling and disposal.

Once tipped the loader operator will visually inspect the load. If there is a significant problem, the material will be segregated on the floor and photos taken. The City will be requested to arrange for the removal of the material from the site. An example would be a partial load of yard waste or furniture or propane tanks.

If the material is considered to be contaminated but the issue is not as significant, the City will be requested to create and implement an action plan to correct the situation. If the City is unable to correct the situation, Waste Management will be compensated for additional sorting/handling and disposal cost. If quantitative data is required, the material will be segregated on the floor and a representative sample will be taken for auditing. If materials are found to have more than 10% non-program materials by weight, it will be considered contaminated/rejected.

The City and its collection contractor must be vigilant to maintain reasonable quality of the recyclable material coming off the street. It is not Waste Management’s intention to be financially responsible for the additional processing and disposal cost of the City’s recyclable material stream becoming highly contaminated.

**III. Recyclable Material Audit and Data Tracking**

Material will be scaled at our site scales as it arrives. Scales will be calibrated and tested to conform to all requirements for use in trade (Weights and Measures Canada). The data software system Waste Management uses in its MRFs, Transfer Stations and Landfills is Fastlane. This system allows Waste Management to track the generator, the hauler and the material type for each load as well as many other data items about the load. This system is capable of generating reports identifying each load and provides the data for billing. The system can generate reports supporting financial audit procedures. The system also generates weight tickets for each load.

In this system, the City will be identified as a generator of the material and the City’s collection contractor will be identified as the hauler. The load will be identified at the scale as coming from the City and coded appropriately. Once this is complete, the tonnage and data can be segregated from other customers.

**IV. Method of Communications**

Communication will be directed towards the City as our customer. The primary method of communication will be email with the City indicating the appropriate distribution lists. For significant issues Waste Management will also phone the appropriate City contact.

Safety is an important concern at Waste Management. Violation of site safety rules will result in a driver or vehicle crew member being band from the site. Repair of damage caused to the site or its equipment will be paid for by the hauler. The City will be informed of any incidents involving it or its contractors.
7. A clear, workable and fair method to attribute inbound contamination and outbound (post-processing) residuals to City’s loads

Waste Management method for accounting for the City’s materials on site is discussed in Section 3 above. One of the components is residue from the plant. This method will also identify the amount of residue attributable to the City’s loads. Residue will comprise of non-program materials that are collected and delivered by the City to the MRF. A small percentage of program materials that were not captured by the plants processes may escape into the residue. The tendency of recycling plants is that the higher the non-program material percentage the higher the amount of program material that escapes into residue so this is a factor the City can directly influence before the material arrives at the plant. Specifically, annual audits will be used.

8. A list of acceptable materials and restrictions (if any) to the City for adding materials to the recycling program, including how the addition of material types, if applicable, will affect the processing fee

Acceptable Materials include all of the items listed on the City’s website and laid out in this RFP. We have listed a number of additions below that may be considered at not additional cost to the City.

**Fibers**

Residents are to place newspapers, magazines, glossy paper, phone books, writing paper, photocopy paper, envelopes, greeting cards, non foil gift paper and catalogues in a bag, box or bundle. Do not tie bags closed or have loose shredded paper.

- Newspapers
- Old Corrugated Cardboard (less than 4 feet in any dimension).
- Office Papers
- Box Board (Cereal box and shoe box type fiber)
- Magazines
- Phone books

**Containers**

All Containers need to be empty and rinsed.

- Plastic Bottles and Jars (Soft drink, detergent, juice, water, bleach)
- Plastic Tubs and Lids (Yogurt, margarine, ice cream & lids)
- Gable Top and Tetra Containers
- Aluminum and Tin Cans (with lids)
- Aluminum Plates and Trays
- Empty Aerosol Cans
- Glass bottles and jars
- Metal lids from bottles and jars
- Other Small 1-7 plastics containers (Less than 1 liter)
- Plastic bags

Additional requests to add materials to the recycling program must be agreed to by Waste Management as they will affect capture rate, residue, labour requirements, the physical design of the plant and the equipment required. Additional items may or may not affect the price for processing the materials.
City of Sarnia Compost Site
Standard Operating Procedure

Introduction: This S.O.P. was developed to address the Ministry of Labour concerns about Bioaerosols (fungi, bacteria) present during the composting of vegetative matter at the compost site.

S.O.P. applicability

This S.O.P. outlines safeguards and practices to be followed during the various phases of composting which is listed below:

I. Debagging of feedstock (leaves collected at the curbside).
II. Mechanical agitation of composting vegetative matter.
III. Mechanical agitation of fully composted vegetative matter.

Please Note: Any work covered by categories I, II and III will require protective controls. However, workers will be provided personal protective equipment upon request for any work not covered by categories I, II and III.

General Precautions

For items I, II and III the following protective clothing and work practices are required. It is the responsibility of the Supervisor to ensure these precautions are followed by staff. Any staff member refusing to comply will be subject to discipline.

A Personal Protective Equipment (PPE)

The following PPE will be worn at all times for categories I, II and III.

(i) High Efficiency Particulate (HEPA) Respirator

As a minimum, a HEPA filtered non powered "quarter face" mask respiratory protection will be worn. This is the highest degree of protection against any airborne microorganisms.

Under no circumstances will a lesser form of respiratory protection be used.

"Quarter face" is a mask that covers the nose and mouth and rests on the chin. A "Half Face" mask covers the nose and mouth and fits under the chin.

Please Note: Workers will be provided respirator training in the following areas:
- Fit testing
- Maintenance and hygiene

(ii) Goggles/Gloves (optional)

Upon request, goggles and gloves are available to employees.

Items (i) and (ii) will be supplied by the Corporation.

**B Work Practices**

Employees who work at the compost site (Heavy Equipment Operators) the following procedures must be followed.

(i) Worker Pre-Screening

Bioaerosols such as Aspergillus Fumigatus, Gram Negative Bacteria and their endotoxins affect individuals opportunistically. Bioaerosols generally affect only immunocompromised individuals (immune system is deficient) and those with respiratory ailments.

Workers will not be allowed to work at the compost site if they have one of the following respiratory ailments:

- Asthma/Bronchitis
- Tuberculosis
- Emphysema
- Severe Allergies

Workers must produce medical certification (which will be kept confidential) before they can obtain a waiver from working on the site.

(ii) Medical Testing

Workers should undergo the following medical procedures before they can work at the compost site.

- Updating of immunizations such as Tetanus
- Chest X-ray and two step Mantoux test (prior to working at the site)
- Single step Mantoux test two years after initial Mantoux test

(iii) Optimal Moisture Content (50-60%)
If the moisture content of composting vegetative matter is maintained at 50-60%, bioaerosol generation is minimized, thus reducing worker exposure.

Optimum moisture content also produces best composting conditions for the vegetative matter at the site.

Optimal moisture content of 50-60% for the windrows will be monitored using a moisture probe. From December through April this will be measured once per month. From May through November moisture content will be measured weekly.

If moisture content approaches 45% preparations will be made to apply water to the relevant windrows. Water will be applied before turning of a windrow. Dry windrow(s) (moisture less than 50%) will be monitored before each turning until sufficient moisture has been added to raise the moisture content to greater than 50%.

(iv) Hygiene

Hands must be washed prior to eating, drinking or smoking.

(v) Administrative Controls

Whenever possible, employees should work upwind during the turning of curing compost or the debagging of feedstock. By working upwind any disturbed and subsequently airborne bioaerosols will go downwind which will minimize possible exposure for the employee.

FINAL COMMENT

This S.O.P. will be reviewed on an annual basis by the Safety Committee.

1996