



The Corporation of the City of Temiskaming Shores

Special Meeting of Council

Tuesday, February 10, 2015

6:00 P.M.

City Hall Council Chambers – 325 Farr Drive

Agenda

1. Call to Order

2. Roll Call

3. Approval of Agenda

a) Review of Revisions or Deletions to Agenda

Draft Motion

Be it resolved that City Council approves the agenda as amended / printed.

4. Declaration of Special Council Meeting

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores declares this meeting a “Special Meeting of Council” in accordance to Section 7 of Procedural By-law No. 2008-160.

5. Disclosure of Pecuniary Interest and General Nature

6. New Business

- a) **Administrative Report PW-007-2015 – Full Solid Waste Management Program – Agreement with Phippen Waste Management Ltd.**

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-007-2015; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Phippen Waste Management for the collection, removal and disposal of refuse and recyclables; for the operation and maintenance of the Haileybury Municipal Landfill Site and for the operation and maintenance of the Municipal Spoke Transfer Station for consideration by Council at the February 10, 2015 Special meeting of Council.

- b) **Treasurer's 2014 - Statement of Remuneration**

- c) **2015 Municipal Budget – Draft No. 1**

7. By-laws

Draft Motion

Be it resolved that:

By-law No. 2015-039

Being a by-law to enter into an Agreement with Phippen Waste Management Limited for the Collection, Removal and Disposal of Refuse and Recyclable Materials; for the Operation and Maintenance of the Haileybury Municipal Landfill Site and for the Operation and Maintenance of the Municipal Spoke Transfer Station

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2015-039 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

8. Closed Session

Draft Motion

Be it resolved that Council agrees to convene in Closed Session at _____ pm to discuss the following matters:

- a) Under Section 239 (2) (b) of the Municipal Act, 2001 – Identifiable Individual – Cultural Plan – Co-op Position

9. Adjournment

Draft Motion

Be it resolved that City Council adjourns at _____ p.m.

Mayor – Carman Kidd

Clerk – David B. Treen

Subject: Solid Waste Management - Agreement with Phippen Waste Management Ltd. **Report No.:** PW-007-2015
Agenda Date: February 10, 2015

Attachments

Appendix 01: Summary of Modifications

Appendix 02: Draft By-law Agreement – Phippen Waste Management

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-007-2015; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Phippen Waste Management for the collection, removal and disposal of refuse and recyclables; for the operation and maintenance of the Haileybury Municipal Landfill Site and for the operation and maintenance of the Municipal Spoke Transfer Station for consideration by Council at the February 10, 2015 Special meeting of Council.

Background

At the Regular Council Meeting held on February 4th, 2014, Council awarded the collection portion of the Full Solid Waste Management Program to Phippen Waste Management and directed staff to enter into negotiations to finalize pricing for the operation and maintenance of the Spoke Transfer Station and the operation and maintenance of the Municipal Landfill.

Since that time, staff has met with Phippen Waste Management on a regular basis to develop strategies and “best practices” as well as finalizing the costs associated with the Full Solid Waste Management Program.

The Full Solid Waste Management Program commenced in September of 2014 with the enhanced curbside collection of garbage and refuse as well as the operations of the Spoke Transfer Station.

At the Regular Council Meeting held on September 2, 2014, Administrative Report PW-040-2014 was presented to Council with the following recommendations:

It is recommended:

1. *That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-040-2014 particularly Appendix 01 being a Memorandum of Understanding with Phippen Waste Management;*
2. *That Council agrees to enter into a temporary agreement with Phippen Waste Management for the operation of the Full Solid Waste Management Program from September 1st, 2014 to December 31st, 2014 and;*
3. *That Council directs staff to develop the long-term By-law agreement with Phippen Waste Management to commence January 1st, 2015.*

Analysis

As noted above, staff has met with Phippen Waste Management on a regular basis to finalize the costs associated with the Full Solid Waste Management Program.

The term of the temporary agreement with Phippen Waste Management was extended until January 31st, 2015. This extension allowed an adequate time of program operations for staff to monitor before entering into such a detailed long-term agreement.

A draft By-law Agreement was prepared by City Staff and sent to Phippen Waste Management for their review and comments. On February 3rd a meeting was held between City Staff and Phippen Waste Management to discuss the agreement. Results from the meeting required some minor modifications to be done. **Appendix 01** outlines a summary of the modifications done to the original draft By-law Agreement.

Appendix 02 outlines the modified draft By-law Agreement. It is staff's recommendation to enter into this long-term agreement commencing February 1st, 2015.

Financial / Staffing Implications

This item has been approved in the current budget: Yes No N/A

This item is within the approved budget amount: Yes No N/A

Costs associated with the operation of the Full Solid Waste Management Program are included in the 2015 operating budget to be presented to Council.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"original signed by"

"original signed by"

"original signed by"

Steve Burnett
Technical & Environmental
Compliance Coordinator

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

Note: Appendix 02 – Draft Agreement is not attached to this Administrative Report within this Council Package; however it is contained and can be viewed with the By-laws of this Council Package.

Summary of Modifications to the Draft By-law Agreement with Phippen Waste Management

Schedule A: Collection / Removal / Disposal of Refuse and Recyclables

2.0 Term (page 3)

2.1: Changed 31st day of January, 2015 to 1st day of February, 2015

2.2: Added “or for a term mutually agreed upon by the Parties”, and changed negotiation period from 6 months to one (1) year.

Now reads: It is the intention of both the Corporation and the Contactor to renew the agreement for an additional five (5) years, or for a term mutually agreed upon by the Parties. Thus, the Corporation and the Contractor shall commence negotiations for an extended agreement at least one (1) year prior to the termination of this agreement.

Added 4.0: Termination of this Agreement (page 3)

4.1 The parties agree that this Agreement may be terminated upon written notice from one party to the other. The termination date shall be one (1) year subsequent to the date of written notice.

4.2 Notwithstanding 4.1 this Agreement may be terminated in thirty (30) days upon notice for just cause or for such reasons and in such manner as may be hereinafter set forth.

5.0 Remuneration (page 5)

5.5: Error

Previously read: The Corporation shall also pay the Contractor a monthly amount of *ten dollars* (\$10.00) plus HST, per residential unit receiving the assisted waste collection service, as approved by the Corporation or its Appointee.

Now reads: The Corporation shall also pay the Contractor an amount of *ten dollars* (\$10.00) plus HST, per collection from a residential unit receiving the assisted waste collection service, as approved by the Corporation or its Appointee.

5.8 Moved CPI clause to the last point in section 5.0 and added “...for all items outlined in Section 5.0 of this agreement, as described herein”.

Now reads: For each subsequent year of this Agreement, effective January 1st, the Corporation shall be billed to account for increases in the Cost of Living for all items outlined in Section 5.0 of this agreement, as described herein. The increase will be

equal to the percentage increase for the CPI (Consumer Price Index) for Ontario (all items), as published for the most recent 12 calendar months.

7.0 Collection Schedule – Residential Areas (page 5)

7.5 – removed weight restrictions (outlined in Solid Waste Management By-law).

8.0 Collection Map – Areas Defined (page 5)

Changed Area 5 from Friday to Wednesday.

9.0 Collection Schedule - Industrial, Commercial, Institutional Sectors (page 6)

9.4 – removed weight restrictions (outlined in Solid Waste Management By-law).

22.0 Holiday Collections (page 9)

22.1 Removed the reference to specific holidays in the event collection was required on a holiday or on a weekend to compensate for operation deficiencies, i.e. breakdowns, etc.

Previously read: No collections shall be made on Saturday, Sunday, Good Friday, or Christmas Day. Observance of other statutory holidays will be at the discretion of the Contractor. When a statutory holiday is observed by the Contractor, collection shall be made on the nearest regular working day to that holiday either preceding it or following it;

Now reads: No collections shall be made on statutory holidays, unless mutually agreed upon by the Corporation and by the Contractor. When a statutory holiday is observed by the Contractor, collection shall be made on the nearest regular working day to that holiday either preceding it or following it;

Schedule B: Operation & Maintenance – Haileybury Landfill Site

2.0 Term (page 21)

2.1: Changed 31st day of January, 2015 to 1st day of February, 2015

2.2: Added “or for a term mutually agreed upon by the Parties”, and changed negotiation period from 6 months to one (1) year.

Now reads: It is the intention of both the Corporation and the Contractor to renew the agreement for an additional five (5) years, or for a term mutually agreed upon by the Parties. Thus, the Corporation and the Contractor shall commence negotiations for an extended agreement at least one (1) year prior to the termination of this agreement.

3.0 Renegotiation (page 21)

Read: The parties agree that renegotiation of this Agreement will occur in the event a new Sanitary Landfill site is opened during the term of this Agreement.

Now reads: The parties agree that renegotiation of this Agreement will occur in the event a new Sanitary Landfill site is opened, or if operational changes are required during the term of this Agreement.

6.0 Remuneration

6.5 Moved CPI clause to the last point in section 6.0 and added "...for all items outlined in Section 6.0 of this agreement, as described herein".

Now reads: For each subsequent year of this Agreement, effective January 1st, the Corporation shall be billed to account for increases in the Cost of Living for all items outlined in Section 6.0 of this agreement, as described herein. The increase will be equal to the percentage increase for the CPI (Consumer Price Index) for Ontario (all items), as published for the most recent 12 calendar months.

18.0 Winter Operations (page 25)

18.2: Added after the first sentence "Sand is to be applied on Dump Road and within the Sanitary Landfill site by the Corporation on an as need basis".

Now reads: The contractor shall clear snow from all roads within the site. Sand shall be stored at the garage to be applied to the roads as needed. Sand is to be applied on Dump Road and within the Sanitary Landfill site by the Corporation on an as need basis.

Schedule C: Operation & Maintenance - Spoke Transfer Station

2.0 Term (page 40)

2.1: Changed 31st day of January, 2015 to 1st day of February, 2015

2.2: Added "...or for a term mutually agreed upon by the Parties", and changed negotiation period from 6 months to one (1) year.

Now reads: It is the intention of both the Corporation and the Contactor to renew the agreement for an additional five (5) years, or for a term mutually agreed upon by the Parties. Thus, the Corporation and the Contractor shall commence negotiations for an extended agreement at least one (1) year prior to the termination of this agreement.

6.0 Remuneration (page 41)

Added new line item: “The Corporation shall pay to the Contractor a monthly amount of *one-hundred and twenty dollars (\$120)*, plus HST for the rental of one 4-yard single stream recycling bin, emptied twice per week; and a monthly amount of *one-hundred dollars (\$100)* plus HST for the rental of each six-yard cardboard bin, emptied twice per week.

6.6 Added: “The price per tonne may be renegotiated if the minimum load requirement of 15 tonnes can no longer be met due to changes in the composition of recyclable materials.”

6.9 Moved CPI clause to the last point in section 6.0 and added “...for all items outlined in Section 5.0 of this agreement, as described herein”.

Now reads: For each subsequent year of this Agreement, effective January 1st, the Corporation shall be billed to account for increases in the Cost of Living for all items outlined in Section 6.0 of this agreement, as described herein. The increase will be equal to the percentage increase for the CPI (Consumer Price Index) for Ontario (all items), as published for the most recent 12 calendar months.

**TREASURER'S STATEMENT OF REMUNERATION - 2014
CITY OF TEMISKAMING SHORES**

NAME	POSITION	REMUNERATION	OVERHEAD	CONFERENCE/ TRAVEL	TOTAL
Kidd, Carmen	Mayor	\$27,370.24	\$2,325.60	\$2,817.07	\$32,512.91
Hobbs, Robert	Councillor	\$11,841.12	\$682.70	\$1,922.90	\$14,446.72
Jelly, Doug	Councillor	\$13,390.38	\$1,083.69	\$3,266.97	\$17,741.04
McArthur, Mike	Councillor	\$12,515.38	\$722.29	\$1,976.36	\$15,214.03
Thornton, Brian	Councillor	\$11,591.12	\$897.40	\$2,013.92	\$14,502.44
Morrow, Jamie	Councillor	\$11,091.12	\$840.24	\$0.00	\$11,931.36
Whalen, Danny	Councillor	\$12,702.88	\$1,001.32	\$2,863.39	\$16,567.59
Foley, Jesse	Councillor	\$924.26	\$73.22		\$997.48
Hewitt, Patricia	Councillor	\$924.26	\$73.22		\$997.48
Laferriere, Jeff	Councillor	\$924.26	\$73.22		\$997.48
		\$103,275.02	\$7,772.90	\$14,860.61	\$125,908.53

TIMISKAMING HEALTH UNIT

NAME	POSITION	REMUNERATION	TRAVEL	TOTAL
Kidd, Carman	Mayor	\$3,640.00	\$410.00	\$4,050.00
McArthur, Mike	Councillor	\$770.00	\$0.00	\$770.00
Morrow, Jamie	Councillor	\$480.00	\$0.00	\$480.00
		\$4,890.00	\$410.00	\$5,300.00

**DISTRICT TIMISKAMING SOCIAL SERVICES
ADMINISTRATION BOARD**

NAME	POSITION	REMUNERATION	TRAVEL	TOTAL
Jelly, Doug	Councillor	\$2,200.00	\$88.32	\$2,288.32
Morrow, Jamie	Councillor	\$2,500.00	\$340.00	\$2,840.00
		\$4,700.00	\$428.32	\$5,128.32


POLICE SERVICES BOARD

NAME	POSITION	REMUNERATION	OVERHEAD	CONFERENCES TRAVEL	TOTAL
Cambridge, Tom	Appointee	\$500.00	\$52.20	\$0.00	\$552.20
Whalen, Danny		\$500.00	\$47.90	\$1,771.54	\$2,319.44
Moore, Gail	Appointee	\$550.00	\$58.09	\$0.00	\$608.09
Sheperdson, Ruth	Appointee	\$600.00	\$40.93	\$0.00	\$640.93
Jelly, Doug	Councillor	\$625.00	\$58.39	\$2,136.78	\$2,820.17
		\$2,775.00	\$257.51	\$3,908.32	\$6,940.83

FONOM

NAME	POSITION	REMUNERATION	TRAVEL	TOTAL
Whalen, Danny	Councillor	\$360.00	\$818.82	\$1,178.82
		\$360.00	\$818.82	\$1,178.82

Date: February 2, 2015

Signature: 
Laura-Lee MacLeod
Treasurer

Summary by Department
Draft #1

GENERAL OPERATIONS	2014	2015	Variance	%
	Budget	Budget	B/(W)	Change
Council	141,584	140,042	1,542	1.1%
City Manager	296,183	309,029	-12,846	-4.3%
Policing	2,478,093	2,297,509	180,584	7.3%
Health & Social Services	2,813,924	2,813,924	0	0.0%
Corporate Services	-14,360,843	-14,392,512	31,669	0.2%
Fire & Emergency Management	500,487	518,496	-18,009	-3.6%
Community Growth & Development	776,244	803,496	-27,252	-3.5%
Recreation	1,203,649	1,235,553	-31,904	-2.7%
Public Works	5,091,697	5,186,088	-94,391	-1.9%
Libraries	356,109	387,099	-30,990	-8.7%
Total Expenditures	-702,873	-701,277	-1,596	-0.2%

ENVIRONMENTAL	2014	2015	Variance	%
	Budget	Budget	B/(W)	Change
Environmental Services	-689,896	-699,155	9,259	1.3%
Total Expenditures	-689,896	-699,155	9,259	1.3%

**Summary by Department
with Variance Explanations
Draft #1**

	<u>2014 Budget</u>	<u>2015 Budget</u>	<u>Variance B/(W)</u>	<u>% Change</u>
Council	141,584	140,042	1,542	1.1%
Total Expenditures	141,584	140,042	1,542	1.1%

Budget Variance Explanations:

Community Support: - 2014 final year for NOSUM bursary commitment

**Summary by Department
with Variance Explanations
Draft #1**

	2014 Budget	2015 Budget	Variance B/(W)	% Change
City Manager	296,183	309,029	-12,846	-4.3%
Policing	2,478,093	2,297,509	180,584	7.3%
Health & Social Services	2,813,924	2,813,924	0	0.0%
Total Expenditures	5,588,200	5,420,462	167,738	3.0%

Budget Variances:

City Manager:

- Legal - decrease from 2015, average legal costs over last few years is showing a downward trend
- HR/Legal Settlements - decrease from 2015 as 1 payout is finalized
- Negotiations - 2015 contract negotiation year, budget will be impacted every 3 years as contracts need to be negotiated

OPP:

- CPP Grant - decrease in revenue amount for CPP funding grant and Court Security as it has now been incorporated in the OPP contract
- OPP Contract - funding required under the new billing model

THU:

- incorporated in budget with a 0% increase (RISK)

DTSSAB:

- incorporated in budget with a 0% increase (RISK)

**Summary by Department
with Variance Explanations
Draft #1**

	2014 Budget	2015 Budget	Variance B/(W)	% Change
Corporate Services	1,286,598	1,233,694	52,904	4.1%
Municipal Clerk	222,317	209,897	12,420	5.6%
Cemeteries	34,615	15,831	18,784	54.3%
Finance	-3,509,171	-3,394,634	-114,537	3.3%
General Taxation	-12,395,202	-12,457,300	62,098	-0.5%
POA	0	0	0	0.0%
Total Expenditures	-14,360,843	-14,392,512	31,669	-0.2%

Budget Variances:

Corporate Services:

- Adm Cost Recovery - addition of chargeback to Library services for GWL benefits
- Sick Leave Payout - eliminated as per negotiations
- operating projects - IT related projects budgeted in IT line item
- Dr Recruitment - decrease to \$5K/year for transfer as reserve approaches cap max
- Insurance - increase in premiums
- Insurance Deductible - increase back to \$50K (2 claims @ maximum payout)
- Telephone - review in 2014 resulted in new contracts, consolidations, elimination of redundancies and reduced costs for 2015
- Computer Hardware/Software - proposed plan for updates and replacements in 2015

Clerk:

- Transfer from Reserves/Election - non election year, line items are not applicable
- Full Time - decrease due to retirement of former Clerk

Cemeteries:

- Revenues - trends reviewed and budgeted incorporating proposed increases to fees
- Temporary Workers - increase in hours for temporary seasonal workers
- Maintenance/Supplies - historical trends indicate budget in excess of actual needs, therefore decrease for 2015

Finance:

- POA - decrease in adm fees for 2015 as City staff no longer provide POA coverage
- OMPF - decrease of \$92K
- Full Time/Overhead - full time staff returning from mat leave, higher pay level than replacement staff
- Principle/Interest - as per repayment schedule

Taxation:

- Taxation - built in at 2014 tax levy & growth
- Write-offs - estimates as per 2015 assessment values

2015 CORPORATE SERVICES

Project	Total Cost
Work Stations	21,440
UPS Backup	1,700
Monitors	1,530
AVG Licencing	3,400
SEP Licencing	555
Cisco SmartNet Licencing	160
Project	635
Vailtech Integrated Cash Program	5,400
Operating Projects Anticipated	<u>34,820</u>

**Summary by Department
with Variance Explanations
Draft #1**

	<u>2014 Budget</u>	<u>2015 Budget</u>	<u>Variance B/(W)</u>	<u>% Change</u>
Libraries	356,109	387,099	-30,990	-8.7%
Total Expenditures	<u>356,109</u>	<u>387,099</u>	<u>-30,990</u>	<u>-8.7%</u>

**Summary by Department
with Variance Explanations
Draft #1**

	2014 Budget	2015 Budget	Variance B/(W)	% Change
Fire & Emergency Management	500,487	518,496	-18,009	-3.6%
Total Expenditures	500,487	518,496	-18,009	-3.6%

Budget Variances:

- Volunteer Honorariums - increased to include amounts payable to station training officers as per Fire Master plan. Should have been included in 2014, oversight with proposed changes to FT position
- HS/FGO/Training - decrease as per review of training plan for volunteers and actual out of town training at Fire College
- Operating Projects - refer to list of projects
- Annual Equipment Testing - increased as per estimates and RFP's received for annual testing requirements
- Emergency Management Program - training costs for newly appointed CEMC
- Training, Seminars & Courses - increase in 2015, training plan to be provided for City Manager review and approval
- Dispatch Services - increase as per new agreement

2015 FIRE AND EMERGENCY MANAGEMENT SERVICES

Project	Total Cost
Hose Replacement (45mm/65mm)	13,500
Uniforms (12)	7,900
Operating Projects Anticipated	<u>21,400</u>

**Summary by Department
with Variance Explanations
Draft #1**

	<u>2014 Budget</u>	<u>2015 Budget</u>	<u>Variance B/(W)</u>	<u>% Change</u>
Community Growth & Planning	453,250	473,845	-20,595	-4.5%
Economic Development	322,994	329,651	-6,657	-2.1%
Total Expenditures	<u>776,244</u>	<u>803,496</u>	<u>-27,252</u>	<u>-3.5%</u>

Budget Variances:

Animal Control:

- Dog Tags - decrease from 2014
- Animal Control - as per agreement

Planning:

- Planning/Building Revenues - 3 year averages and trends reviewed for determining 2015 revenues. Overall decrease of \$11K with the major drivers being building permit fees and parking fines
- Operating Projects & Cultural Plan - refer to list of projects
- Land Leases/Transfer to Reserves - increase in both line items due to CSI solar lease being fully implemented
- Training, Seminars & Courses - training plan as per departmental needs and staff availability
- Travel - as per proposed training plan

Economic Development:

- Operating Projects & Cultural Plan - refer to list of projects
- Airport - as per proposed funding request (RISK)

2015 COMMUNITY GROWTH & PLANNING

Project	Total Cost	Funding	Net Cost
PDAC Conference 2015	400,000	400,000 a	0
Northern Ontario Exhibit 2015	15,000	13,000 b	2,000
Economic Strategic Plan	50,000	45,000 c	5,000
	465,000	458,000	7,000
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Official Plan	12,000	0	12,000
Cultural Plan	150,000	106,500 c	43,500
Operating Projects Anticipated	162,000	106,500	55,500
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a - FedNor - \$375,000

a - Tradeshow Participants - \$25,000

b - Municipal Partners & Reserves

c - Prov/Fed Partners

**Summary by Department
with Variance Explanations
Draft #1**

	2014 Budget	2015 Budget	Variance B/(W)	% Change
Parks	1,286,729	1,331,393	-44,664	-3.5%
Programs	-110,000	-145,300	35,300	-32.1%
Facilities	26,920	49,459	-22,539	-83.7%
Healthy Kids	0	0	0	0.0%
Total Expenditures	1,203,649	1,235,553	-31,904	-2.7%

Budget Variances:

Parks:

- Part Time/Contract/Students - increase due to required hours to provide programs and coverage
- MTO Land Purchase - revenue and expenditures, working with MTO to complete purchase of property known as cow park
- Operating Projects - refer to list of projects
- NL Marina - new agreement in place that sees payment to 3rd party for contract service but City receives all revenues including lease of building and land

Programs:

- Special Programs - increase in revenues and expenditures due to good reception and attendance of programs being offered
- Weigh Room Program - trending increase in memberships over the last 3 years

Facilities:

- Ice Fees (NL & Hlby) - trending decrease in fees
- Bucke Park - proposed increase in fees for 2015 results in a increase in transfer to reserve for current and future improvement projects
- Materials & Supplies - increase for required maintenance & repairs due to aging equipment

2015 LEISURE SERVICES

Project	Total Cost	Funding	Net Cost
NL Arena Tables	1,500	-	1,500
Small Riding Tractor	1,500	-	1,500
Hockey Nets	3,000	-	3,000
Downtown Benches (2 @ \$1,200)	2,400	-	2,400
Park Signage (7 @ \$1,200)	8,400	-	8,400
Ignite Ontario Program	10,000	5,000	5,000
TD Green Streets Program	30,000	15,000	15,000
Operating Projects Anticipated	56,800	20,000	36,800

**Summary by Department
with Variance Explanations
Draft #1**

	2014 Budget	2015 Budget	Variance B/(W)	% Change
Roadways	3,016,032	2,901,012	115,020	3.8%
Transit	129,000	150,370	-21,370	-16.6%
Solid Waste	766,065	912,706	-146,641	-19.1%
Property Maintenance	597,775	608,357	-10,582	-1.8%
City Buildings	82,025	71,803	10,222	12.5%
Fleet	500,800	541,840	-41,040	-8.2%
Total Expenditures	5,091,697	5,186,088	-94,391	-1.9%

Budget Variances:

Roadways:

- Federal Gas Tax, Hardtop Program, Loosetop Program - refer to list of projects
- Culverts - refer to list of projects
- Dust Control - with surface treatment of Lorrain Valley Road reduction in dust suppressant required
- Roadside Maintenance - additional ditching requirements for 2015
- Storm Sewer Maintenance - vacuum out Catch Basin and manholes every second year
- Salt - due to excessive weather over last few year's the average salt usage has increased resulting in required budgetary increases for salt
- Winter Control Service Contracts - incorporates snow blowing and removal. Due to changing weather patterns, more outside services required to meet minimum maintenance standards

Transit:

- as per the recommendations from the Transit Committee

Solid Waste:

- Landfill Agreement - as per new agreement , increased components of agreement with compactor and additional bins for increased diversion

- Solid Waste Management Plan - implementation of new curbside program for full year

Property Maintenance:

- Municipal Energy Program - refer to list of projects

- Operating Projects - refer to list of projects

City Buildings:

- Medical Centre - increased rents due to additional tenants and CPI increase

Fleet:

- Fuel - longer winters resulting in increased of usage of heavy equipment

- Parts & Automotive Supplies - increasing maintenance and repairs due to aging infrastructure

2015 PUBLIC WORKS

Project	Total Cost	Fed Gas Tax	Net Cost
Hardtop Road Maintenance Program ¹	750,000	500,000	250,000
Loosetop Road Maintenance Program ²	250,000	100,000	150,000
Culverts	100,000	-	100,000
Operating Projects Anticipated	1,100,000	600,000	500,000

1/2 - Hardtop Program/Loosetop Program

Edgewater to 200m north of Cottage Road (1km) - \$650,000

'- includes fully paved shoulders on both sides (STATO on east side)

'- pulverize, additional Granular A (100mm) and pave with one lift of hot mix (50mm)

Peter's Road - \$365,625

'- cement stabilize 6.5km (mix design still to be confirmed)

Tobler's Road - \$33,600

'- double surface treat

Niven Street (Seton to Main) - \$66,550

'- pulverize asphalt areas, regrade and pave with one lift (50mm)

Niven Street (View to Albert) - \$47,160

'- pulverize asphalt areas, add additional granular A (100mm) and pave with one lift of hot mix (50mm)

Albert Street (Rorke to Niven including intersection) - \$66,725

'- pulverize asphalt areas, add additional granular A (100mm) and pave with one lift of hot mix (50mm)

Total Proposed Program Costs - \$1,277,160

3 - Culverts

Replace storm sewer on Broadwood and Wedgewood (Lakeshore to Market)

**Summary by Department
with Variance Explanations
Draft #1**

	2014 Budget	2015 Budget	Variance B/(W)	% Change
Environmental	-689,896	-699,155	9,259	1.3%
Total Expenditures	-689,896	-699,155	9,259	1.3%

Budget Variances:

- Revenues - 2% increase to be implemented
- Sewage - Chemicals - reallocation within environmental budget to Water
- OCWA - as per agreement
- Service Contracts - aging infrastructure and the costs to repairing, number of breaks fluctuates from year to year

The Corporation of the City of Temiskaming Shores

By-law No. 2015-039

Being a by-law to enter into an Agreement with Phippen Waste Management Limited for the Collection, Removal and Disposal of Refuse and Recyclable Materials; for the operation and maintenance of the Haileybury Municipal Landfill Site and for the operation and maintenance of the Municipal Spoke Transfer Station Operations

Whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council adopted Resolution No. 2014-058 at the February 4, 2014 Regular meeting of Council directing staff to negotiate final pricing with Phippen Waste Management for the operations and maintenance of the Spoke Transfer Site; operation and maintenance of the Municipal Landfill Site;

And whereas Council considered Administrative Report No. PW-007-2015 at the February 10, 2015 Special meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Phippen Waste Management Limited for the collection, removal and disposal of refuse and recyclable materials; for the operation and maintenance of the Haileybury Municipal Landfill Site and for the operation and maintenance of the Municipal Spoke Transfer Station Operations for consideration at the February 10, 2015 Regular Meeting of Council;

And whereas Council deems it necessary to enter into an agreement with Phippen Waste Management Limited;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That the Mayor and Clerk be authorized to execute an agreement with Phippen Waste Management Limited for the collection, removal and disposal of refuse and recyclable materials, a copy of which is attached hereto as **Schedule "A"** forming part of this by-law; for the operation and maintenance of the Haileybury Municipal Landfill Site, a copy of which is attached hereto as **Schedule "B"** forming part of this by-law; and for operation and maintenance of the Municipal Spoke Transfer Station, a copy of which is attached hereto as **Schedule "C"** forming part of this by-law.
2. That the Term of this agreement shall commence on February 1, 2015 and terminate on January 1, 2020.

3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedules as may be deemed necessary after the passage of this by-law.

Read a first, second and third time and finally passed this 10th day of February, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2015-039

Agreement between

The Corporation of the City of Temiskaming Shores

and

Phippen Waste Management Limited

for the Collection, Removal and Disposal of Refuse
and Recyclable Materials

This Agreement made in triplicate this 3rd day of February, 2015.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called the "Corporation")
Party of the First Part

And:

Phippen Waste Management Limited
(hereinafter called the "Contractor")
Party of the Second Part

whereas the Corporation desires to enter into an agreement with the Contractor for the collection, removal and disposal of refuse and for the collection, removal and disposal of recyclable material;

And whereas the Corporation and the Contractor have agreed to the following terms and conditions, which form part of this Agreement.

Now therefore the parties hereto in consideration of the mutual promises and covenants, set out herein do hereby agree one with the other as follows:

1.0 Definitions

- 1.1 **Adequate Equipment** shall mean to include two (2) automated side loader trucks with a lift or arm capable of grabbing and lifting Approved Containers into the hopper then returning the containers to the curb, and capable of compacting and transporting waste material.
- 1.2 **Appointee** means the Director of Public Works or the person acting as such, or any other person authorized by the Director of Public Works;
- 1.3 **Approved Container** means the City issued 65 – gallon garbage container and the 95-gallon recycling container, each designed for automated collection services;
- 1.4 **Bi-weekly collection** means the collection of Refuse and Recyclable Materials on alternating weeks;
- 1.5 **City** means the City of Temiskaming Shores;
- 1.6 **Collection Location** means the location at which the Contractor has agreed to collect Refuse and Recyclable Materials from a curb side adjacent to a public roadway, or at a mutually agreed upon location on the residents property, onto the collection vehicle;

- 1.7 **Collection Services** means all services performed by the Contractor in connection with single-family, multi-residential and ICI collection of Refuse and Recyclable Materials;
- 1.8 **Containerized Collection** means the system of collection of garbage, and recyclable material placed in Approved Containers by means of a front-end collection vehicle;
- 1.9 **Contract** means this Agreement to do the work entered into with the Corporation, and includes Bond or Security, the Specifications, the General Conditions, the Tender and other documents referred to or connected with the said agreement;
- 1.10 **Consumer Price Index or "CPI"** means the Consumer Price Index for Ontario. All items, as published by Statistics Canada or a comparable successor to such price index should be the Consumer Price Index for Ontario, All items, be discontinued in its present form;
- 1.11 **Contractor** or a pronoun in place thereof, means the person or persons who have undertaken to carry out this contract;
- 1.12 **Corporation** means The Corporation of The City of Temiskaming Shores;
- 1.13 **Disposal Site** means the Haileybury Landfill Site off of Dump Road;
- 1.14 **ICI** is the abbreviation for Industrial, Commercial and Institutional;
- 1.15 **Multi-Residential Building** means a building containing between two (2) and eight (8) self-contained residential living units;
- 1.16 **Refuse** means any material as defined in By-law No. 2015-021, and amendments thereto;
- 1.17 **Recyclable Material** means any material defined in By-law No. 2015-021, and amendments thereto;
- 1.18 **Semi-automated Collection** means manually assisted automated collection of waste from Collection Locations in Approved Containers
- 1.19 **Spoke Transfer Station** means the Spoke Transfer Station located at 547 Barr Drive;
- 1.20 **Transfer Station Waste** means any Municipal Waste which the City collects directly or indirectly from residences and businesses and any waste material collected by the City or otherwise delivered to the Transfer Station, but does not include Unacceptable Waste;

1.21 **Transport, Transporting or Transportation** means the handling, hauling and unloading of Waste, using the Trailers, Trucks and other equipment for the transport of the Transfer Station Waste under this Agreement

1.22 **Unacceptable Waste** means any material defined in By-law No. 2015-021.

2.0 Term

2.1 The Parties agree that the obligations of the Parties under this Agreement shall commence on the **1st day of February, 2015** and shall conclude on the **1st day of January, 2020**.

2.2 It is the intention of both the Corporation and the Contactor to renew the agreement for an additional five (5) years, or for a term mutually agreed upon by the Parties. Thus, the Corporation and the Contractor shall commence negotiations for an extended agreement at least one (1) year prior to the termination of this agreement. In the event a new agreement is not commenced prior to termination of this agreement, this contract will continue on a monthly basis at the applicable rates until a new contract is executed. The City will not be liable for any additional costs or damages of any kind caused to the Contractor if this agreement is terminated.

3.0 Right to Terminate Agreement

The Parties further agree that this Agreement may be terminated for just cause or for such reasons and in such manner as is hereinafter set forth.

4.0 Termination of this Agreement

4.1 The parties agree that this Agreement may be terminated upon written notice from one party to the other. The termination date shall be one (1) year subsequent to the date of written notice.

4.2 Notwithstanding 4.1 this Agreement may be terminated in thirty (30) days upon notice for just cause or for such reasons and in such manner as may be hereinafter set forth.

5.0 Remuneration

5.1 The Contractor shall accept the compensation as herein provided in full payment for furnishing all necessary materials, labour, tools, equipment, supplies and other incidentals and for performing all work under this agreement.

5.2 The Corporation shall pay to the Contractor *one-dollar and ninety-nine cents* (\$1.99) plus HST per cart, for a minimum collection of 4,200 carts per week.

5.3 The Corporation shall pay the Contractor for the bi-weekly collection of dumpsters located at eligible Multi-Residential Buildings at the following rates:

Refuse		Recyclable	
Size of Dumpster	Rate per Month	Size of Dumpster	Rate per Month
Two (2) Yard	\$35.07, plus HST	Two (2) Yard	\$43.93, plus HST
Four (4) Yard	\$56.68, plus HST	Four (4) Yard	\$61.13, plus HST
Six (6) Yard	\$73.73, plus HST	Six (6) Yard	\$76.03, plus HST

- 5.4 The Corporation shall pay the Contractor a monthly amount of *one-thousand, one-hundred and seventy-one dollars and forty-six cents* (\$1,171.46) plus HST for the Semi-Automated Collection of Refuse and Recyclable Materials for areas mutually agreed to be inaccessible for Automated Collection by the Corporation or its Appointee and by the Contractor.
- 5.5 The Corporation shall also pay the Contractor an amount of *ten dollars and twenty-four cents* (\$10.24) plus HST, per collection from a residential unit receiving the assisted waste collection service, as approved by the Corporation or its Appointee.
- 5.6 The Contractor will receive monthly payments less all stipulated forfeitures and deductions. All payments to the Contractor shall be made out of funds under the control of the Corporation, in its public capacity, and no member of City Council, or officer of the City is, or to be held personally liable to the Contractor under any circumstances whatever.
- 5.7 Before making any payments for work to be performed hereunder the Corporation may require the Contractor to satisfy the Corporation that all claims against the Contractor for labour, materials or things hired or supplied upon or for the works, have been paid or satisfied, or if any such claims are found to exist, may pay such sum and the Contractor shall repay the same within two days, or the Corporation may, at its option, withhold from the payment due sufficient amounts to satisfy the same.
- 5.8 For each subsequent year of this Agreement, effective January 1st, the Corporation shall be billed to account for increases in the Cost of Living for all items outlined in Section 5.0 of this agreement, as described herein. The increase will be equal to the percentage increase for the CPI (Consumer Price Index) for Ontario (all items), as published for the most recent 12 calendar months.

6.0 Applicable by-laws

For the purposes of this agreement the applicable Garbage By-laws of the former municipalities and applicable amending By-laws, as listed below, have been repealed and replaced the Solid Waste Management By-law No. 2015-021.

Former Municipality	By-law Number	Applicable Amendments
Town of New Liskeard	By-law 2807	By-laws: 2008-166
Township of Dymond	By-law 799	By-laws: 2008-167; 1160
Town of Haileybury	By-law 94-15	By-laws: N/A

7.0 Collection Schedule – Residential Areas

- 7.1 The Contractor undertakes and agrees to carry-out the collection and disposal of garbage, other Refuse and Recyclable Materials within the City as set out in **Appendix 01 – Collection Schedule Map**;
- 7.2 That residential garbage collection shall be limited to one (1) 65 gallon bin (equivalent of four (4) regular sized garbage bags) per residential unit;
- 7.3 That residential recycling collection shall be limited to one (1) 95 gallon bin (equivalent of six (6) regular sized garbage bags) per residential unit;
- 7.4 That garbage and recycling shall be collected on a Biweekly Collection schedule (every two weeks) on alternating weeks;

8.0 Collection map – Areas Defined

The **Collection Schedule Map (Appendix 01)** depicts the general areas of the collection program including the day of collection. The following table is designed to provide further clarification of the boundaries of the various areas:

Area 1 – Monday		Area 2 – Tuesday	
Boundary	Description	Boundary	Description
North	South side of Hwy 65E	North	South side of Radley Hill Rd.
South	Lake Temiskaming	South	North side of Albert St.
West	Wabi River	West	East side of Firstbrook Line Rd.
East	West side of Peter's Rd.	East	Lake Temiskaming
Area 3 – Wednesday		Area 4 - Thursday	
Boundary	Description	Boundary	Description
North	South side of Whitewood Ave.	North	South side of Albert St.
South	North side of Radley Hill Rd.	South	South limit Temiskaming Shores
West	East side of Shepherdson Rd.	West	Quarry Rd.
East	Lake Temiskaming	East	Lake Temiskaming

Area 5 – Wednesday		Area 6 – Friday	
Boundary	Description	Boundary	Description
North	South side of Uno Park Rd.	North	Bedard Rd.
South	Dymond Twp.	South	North side of Whitewood Ave.
West	Dymond Twp.	West	East side of Whitewood Ave.
East	Dymond Twp.	East	Wabi River

Note: these boundaries are general in nature and not be construed as specific.

9.0 Collection Schedule – Industrial, Commercial, Institutional Sectors

- 9.1 The Contractor undertakes and agrees to carry out the collection and disposal of Refuse and Recyclable Materials from the ICI sectors as set out in **Appendix 01 – Collection Schedule Map**;
- 9.2 That ICI collection shall be limited to one (1) 65 gallon bin (equivalent of four (4) regular sized garbage bags), and up to three (3) 95 gallon bins (equivalent of eighteen (18) regular sized garbage bags), per ICI unit;
- 9.3 That garbage and recycling collection for ICI shall be bi-weekly on alternating weeks, unless otherwise stated;

10.0 Industrial, Commercial & Institutional Collection – Areas Defined

The Contractor shall be responsible for the collection of Refuse and Recyclable Materials from the ICI Sectors within all areas. In particular, collection from the established downtown cores shall be in accordance to the following on alternating weeks:

Downtown Core	Collection Day
Haileybury	Garbage - Area 2 (Tuesday) - Part of residential collection Recycling - Area 2 (Tuesday) - Part of residential collection
New Liskeard	Garbage – Fridays – prior to morning rush Recycling – Fridays – prior to morning rush

11.0 Compliance with Collection Schedule

The Contractor shall make collections on every scheduled day regardless of weather conditions, equipment breakdowns or quantity of materials, and shall plan operations so that such normal contingencies are overcome. If conditions are so abnormal that regular collection is not possible, the Contractor shall inform the Corporation and request approval to suspend collection operations until the next working day. If in the opinion of the Corporation, there is not sufficient justification in the request and the Contractor is unable to carry out the scheduled work, the Corporation may have the work done by others and the cost of such work shall be borne by the Contractor. The onus is on the

Contractor to have back-up equipment when breakdowns occur that will adversely affect the regular collection, removal and disposal of refuse.

12.0 Equipment / Staffing

12.1 The Contractor shall use units that have fully enclosed steel bodies mounted on adequate truck chassis capable of loading, compacting and unloading waste mechanically with an automated side lift-arm.

The Contractor shall be required to maintain and operate the necessary number of waste collection units, with operator(s), sufficient to collect, haul and dispose at the appropriate disposal site all collectable Refuse and Recyclable Materials in accordance with the by-law(s) governing the collection.

The Contractor shall be responsible for maintenance, repairs and all other operating costs of the equipment supplied including fuel, licensing, insurance, washing, storage, etc. The adequacy of the equipment hereunder shall be subject to the approval of the Corporation or its Appointee.

12.2 The Contractor shall be responsible for the hiring, and the compensation/ benefits paid to all employees with the appropriate qualifications and supply training, as mandated or required.

13.0 Health and Safety

13.1 The Contractor shall provide all employees with neat and distinctive work overalls and applicable safety equipment while engaged in garbage and recycling collection services. The Contractor shall ensure that all employees maintain such apparel in a state of good repair.

13.2 The Contractor shall supply and maintain first aid items and equipment as called for under the First Aid regulations of the Workplace Safety and Insurance Act (WSIB) as may be amended.

13.3 The Occupational Health and Safety Act and/or other legislation pertaining to safety shall govern the Contractor and his employees.

14.0 Special Programs

The Corporation from time-to-time may introduce special programs such as the *Spring Clean-Up* program. The Contractor shall have no obligations with respect to special programs unless through mutual agreement with the Corporation.

15.0 Public Courtesy

The Contractor shall ensure that all employees engaged in Collection Services are courteous with the general public and shall direct all inquires to the Contractor's Office.

16.0 Contractor's Office

The Contractor shall maintain an office within easy access at all times during the currency of the Contract, and such office shall be so staffed that during normal working hours, complaints respecting the garbage and/or recycling Collection Services may be received and processed by the said Contractor.

17.0 Ratepayer Concern Report

17.1 The Contractor shall maintain a written record of all ratepayer concerns received. The report, at a minimum shall record the civic address, a phone number, a contact name and the nature of the concern and action(s) taken to resolve the concern.

17.2 The Contractor shall supply the Corporation with a copy of all ratepayer concern reports on a monthly basis.

18.0 Standard of Performance

All work to be performed under this Agreement shall be to the satisfaction of Corporation or its Appointee and be carried out in accordance with the applicable By-law(s).

19.0 Collection Schedule

19.1 The Contractor shall not commence any collections in any residential area before 6:30 a.m. except as otherwise authorized by the Corporation.

19.2 To minimize disruption of traffic in the downtown area and other commercialised areas, the Contractor will so schedule collection so as to have substantially completed pick-up in these areas prior to the morning rush hour, except as otherwise authorized by the Corporation.

20.0 Changes to Collection Schedule

20.1 All changes in the collection schedule shall be subject to the approval of the Corporation or its Appointee;

20.2 The Contractor at his own expense shall advertise all such changes in such a manner as the Corporation may require. This may include newspaper notices and/or radio advertisement and/or flyers.

21.0 Collection

21.1 The Contractor will be required to collect Refuse and Recyclable Materials from the curb side adjacent to the householders' premises as has been established practice within the City of Temiskaming Shores. The Corporation or its Appointee reserves the right to modify the collection location according to operational changes. All Approved Containers shall be returned to the same Collection Location from which

the Contractor took them, except for when the Contractor is placing Approved Containers in a preferable location for future collections.

- 21.2 The Contractor shall provide service to new and eligible housing units or ICI units upon authorization of the Corporation. Such notification will be provided to the Contractor when a building(s) is occupied and is satisfactory to facilitate service by collection vehicles. The Contractor shall be paid for collection services provided to new and eligible buildings, and shall be provided with the updated quantity of Approved Containers at the end of each month throughout the Term of the Contract.
- 21.3 The Contractor shall be responsible for making arrangements with the owners of all eligible Multi-Residential Buildings receiving Containerized Collection for the set up of Collection Locations and collection dates.
- 21.4 The Contractor will be required to collect Refuse and Recyclable materials from households that have been approved by the Corporation as requiring the assisted waste collection service, providing the resident(s) complies with responsibilities related to the Collection Service.
- 21.5 The Contractor shall attach "notices tags" provided by the Corporation, on Approved Containers when found in compliance with the Corporation's Solid Waste Management By-law No. 2015-021, and any amendments thereafter. The Contractor shall provide the Corporation with the address and the corresponding notice type on a per-occurrence basis.
- 21.6 The Contractor shall be responsible for the repair or replacement of the Approved Containers that may be damaged by the Contractor from the Collection Location. If, in the opinion of the Contractor, certain containers are potentially dangerous to the health and welfare of employees, the Contractor shall so notify the Corporation or its Appointee.
- 21.7 The Contractor shall not be responsible for missed collection(s) of Approved Containers if they were placed at the Collection Location outside of the times described in the Corporation's Solid Waste Management By-law, or for waste that was packed or frozen in the container(s).

22.0 Holiday Collections

- 22.1 No collections shall be made on statutory holidays, unless mutually agreed upon by the Corporation and the Contractor. When a statutory holiday is observed by the Contractor, collection shall be made on the nearest regular working day to that holiday either preceding it or following it;
- 22.2 The Contractor, at its own expense, shall advertise all such holiday collection changes in such a manner as the Corporation may require, as described in section 20.2 of this agreement.

23.0 Traffic

The Contractor shall be subject to the provisions of the Traffic By-Law of the City of Temiskaming Shores, as amended. The Contractor shall perform duties in accordance with the Highway Traffic Act, as amended as well as be in adherence with the Ontario Traffic Manual – Book 7 – Temporary Conditions.

24.0 Disposal Site

24.1 All Refuse collected must be deposited at the Disposal Site, and all Recyclable Materials must be deposited at the Spoke Transfer Station. The Contractor shall deposit Refuse and/or Recyclable Materials at other temporary areas designated from time-to-time as the Corporation may direct.

24.2 The Contractor shall observe the operating hours of the disposal sites as established by the Corporation from time-to-time. The Contractor, at its expense, may make arrangements with the disposal site operator to deliver refuse or recyclable materials outside established operating hours.

25.0 Supplementary Services by Contractor to the Public

25.1 It is understood that the Contractor, as part of its corporate profile, may be providing other services to the general public. Any such supplementary or additional service provided by the Contractor outside of the scope of this Agreement shall be the responsibility of the Contractor and the individual customer.

25.2 The Corporation in no way guarantees the payment of any accounts for supplementary services. The Contractor shall not undertake any supplementary service hereunder which may, in the discretion of the Corporation, interfere with the Contractor's duties in this Agreement.

26.0 Insurance

Prior to the commencement of operations, the Contractor shall produce evidence satisfactory to the Corporation of The City of Temiskaming Shores that the Contractor has obtained insurance in the amount of **Two Million Dollars (\$2,000,000.00)** from an insurance company authorized to carry on business in Canada, to cover any liability or property damage arising out of this contract. This coverage shall be maintained in force throughout the term of this Agreement.

The Contractor shall deposit with the Corporation, before commencing any work under this contract, a **certified copy of the insurance policy** together with **Certificate of Insurance** detailing the coverage's and expiry date for the policy, duly executed by the insuring company stating that if the said policy or policies are cancelled or changed in any manner ten (10) days' written notice of such change or cancellation will be given to the Municipal Clerk of The Corporation of The City of Temiskaming Shores.

The Certificate of insurance shall name the City of Temiskaming Shores as an additional insured with respect to its interest in the operations of the Contractor with the following language:

The City of Temiskaming Shores and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insured's for Comprehensive General Liability. Such coverage is primary and non-contributing.

27.0 Indemnification of Corporation

The Contractor shall exonerate, indemnify and hold harmless the Corporation, its directors, officers, employees and agents from and against any and all Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Corporation to the extent that such Claim is caused by Contractor's negligence or wilful misconduct when performing the Services.

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

28.0 Workplace Safety and Insurance Act

The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the *Workplace Safety and Insurance Act*, and upon failure to do so, the Corporation may pay such assessment or compensation to the *Workplace Safety and Insurance Board* and shall deduct or collect such expenses under the provisions of Section 5.0 Remuneration of this agreement. The Contractor shall, at the time of entering into any contract with the Corporation, **make a Statutory Declaration** that all assessment or compensation Board have been paid, and the Corporation may, at any time during the performance or upon completion of such contract, require a further Declaration that such assessment or compensations have been paid.

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

The Contractor shall ensure that all its employees, agents, volunteers, or others who provide municipal services to the public and 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"). To complete the Accessible Customer

Service Training – SERVE-ABILITY: Transforming Ontario's Customer Service course, refer to the following: <http://www.mcss.gov.on.ca/en/serve-ability/index.aspx>.

The Contractor in consultation with the Site Authority shall submit to the City, as required from time to time, documentation with a record of the dates on which training was completed.

The Corporation reserves the right to require the Contractor to demonstrate that its training policies meet the requirements of the Act and the Regulation.

30.0 Assignment and Sub-Contractors

The Contractor shall not **assign or sub-let the contract** or any part thereof or any benefit or interest therein or there under, without the written consent of the Corporation.

The Contractor shall be held as fully responsible to the Corporation for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by it as for the acts and omissions of persons directly employed by it.

31.0 Monies Due the Corporation

All monies payable to the Corporation by the Contractor under any stipulation herein, or to the *Workplace Safety and Insurance Board*, as provided hereunder, may be retained out of any monies then due or which may become due from the said Corporation to the said Contractor under this or any other contract with the Corporation, or otherwise howsoever, or may be recovered from the Contractor or his surety, in any Court of competent jurisdiction, as a debt due to the Corporation, and the Corporation shall have full power to withhold any progress payment if circumstances advise which may indicate to it the advisability of so doing and to such sum to be so retained, may be unascertained.

32.0 Liens

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

33.0 Forfeiture of Contract

If the Contractor compounds with his creditors to commit any act of insolvency, or shall transfer, assign or sublet, or attempt to transfer, assign or sublet this contract, or any part thereof without the consent of the Corporation, or if at any time the work or any part thereof is, in the judgment of the Corporation, not executed or not being executed in a

sound or workmanlike manner to its satisfaction and in all respects in strict conformity with the contract, or if such work or any part thereof is not progressing continuously, and in such a manner as to ensure entire satisfaction, in the judgment of the corporation or to comply with any reasonable order he may receive from the Corporation, or if the Contractor shall persist in any course in violation of any of the provisions of this contract, then in each and every such case, after twenty-four (24) hours' written notice from the Corporation to the Contractor, the Corporation shall have the full right and power, at its discretion, without process or action at law, to take over the whole operation, or any part or parts thereof specified in the operation, or any part or parts thereof specified in the said notice, and out of the hands of the contractor and the Contractor upon receiving notice to that effect shall vacate the possession and give up said operations or the part or parts thereof specified in the said notice, peaceably to the said Corporation, which may either relent the same to any other person or persons, with or without its previously being advertised or may employ workmen and provide the necessary plant at the expense of the Contractor, or may take such other steps as it may consider necessary or advisable in order to secure the completion of the said contract to its satisfaction; and the Contractor and his surety in every case shall be liable for all damages, expenditures and extra expenditure, and for all additional cost of the work which may be incurred by reason thereof. All the powers of the said Corporation with respect to the determination of the sum or sums, or balance of money to be paid to or received from the said Contractor, and otherwise in respect of the contract, shall nevertheless continue in force.

34.0 Other Rights

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

35.0 Bribery or Corrupt Practice

Should the Contractor or any of his agents give, or offer any gratuity to, or attempt to bribe any member of the Corporation, Council, officer or servant of the Corporation, the Corporation shall be at liberty to cancel the contract forthwith.

36.0 Notice to Contractor

Any notice or communication to the Contractor shall be deemed to be well and sufficiently given and served if handed to the Contractor or any of his clerks or agents or if posted or sent by ordinary mail to his usual place of business, or to the place where the work is to be or is being carried on, or if posted to or left at his last known address; any papers so left, sent, or addressed shall be considered to be, and to have been, legally served upon the Contractor. In any written or printed notice to the Contractor in respect of general, special, or other repairs, or of any work of any nature required to be done under any of the provisions of the contract, or of any other matter, it shall not be obligatory upon the Corporation to specify minutely or in detail everything required nor to

specify by measurement the exact extent thereof, of the precise spot or spots where the work or material may be defective or faulty, or where any of the requirements of the specifications have not been observed; but a reference in such notice to the clause or clauses bearing upon the matter, and a description of the locality in general terms, and sufficiently clear, in the opinion of the Corporation, to indicate where the defect or trouble exists, shall be deemed to be, and shall be, ample notice.

37.0 Force Majeure

The City shall not be liable for any failure to perform its obligations hereunder if the non-performance is due to lightning, tempest, explosion, earthquake, acts of God, mob violence, acts of the Queen's enemies, strike, lockout, or other labour disruption, or any catastrophic cause beyond its control.

38.0 Execution of Agreement

In witness whereof the Parties hereto have hereunto set their hands and Seals.

Signed and Sealed in	)	Phippen Waste Management Limited
the presence of)	
)	
Contractor's Seal)	_____
	)	Signing Authority
	)	Name: _____
	)	Title: _____
)	
)	_____
	)	Witness
	)	Name: _____
	)	Title: _____
)	
	)	Corporation of the City of
	)	Temiskaming Shores
)	
)	
)	
Municipal Seal)	_____
	)	Mayor – Carman Kidd
)	
)	_____
	)	Clerk – David B. Treen



Schedule "B" to

By-law No. 2015-039

Agreement between

The Corporation of the City of Temiskaming Shores

and

Phippen Waste Management Limited

for the Operation and Maintenance of the Haileybury
Municipal Landfill Site

this Agreement made in triplicate this 3rd day of February, 2015.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called the "Corporation")
Party of the First Part

And:

Phippen Waste Management Ltd.
(hereinafter call the "Contractor")
Party of the Second Part

Whereas the Corporation desires to enter into an agreement with Phippen Waste Management Limited for the operation and maintenance of the Haileybury Sanitary Landfill Site.

And whereas the Corporation and the Contractor have agreed to the following terms and conditions, which form part of this Agreement.

Now therefore the parties hereto in consideration of the mutual promises and covenants, set out herein do hereby agree one with the other as follows:

1.0 Definitions

- 1.1 **Aggregate** shall mean crushed rock or gravel screened to size for use in road surfaces, concrete, or bituminous mixes;
- 1.2 **Angle of Repose** shall mean the maximum acute angle that the inclined surface of a pile of loosely divided material can make with the horizontal;
- 1.3 **Asbestos Waste** shall mean solid or liquid waste that results from the removal of asbestos-containing construction or insulation materials or the manufacture of asbestos-containing products that contains asbestos in more than a trivial amount or proportion;
- 1.4 **Backfill** shall mean the material used to refill a ditch or other excavation, or the process of doing so;
- 1.5 **Bearing Capacity** shall mean the maximum load that a material can support before failing;
- 1.6 **Bucket** shall mean an open container affixed to the movable arms of a wheeled or tracked vehicle to spread solid waste and cover material, and to excavate soil (bucket loader);
- 1.7 **Bulldozer** shall mean a tracked vehicle equipped with a blade;

- 1.8 **Cell** shall mean compacted solid wastes that are enclosed by natural soil or cover material in a sanitary landfill;
- 1.9 **Cell Height** shall mean the vertical distance between the top and bottom of the compacted solid waste enclosed by natural soil or cover material in a sanitary landfill;
- 1.10 **Cell Thickness** shall mean the perpendicular distance between the cover materials placed over the last working face of two successive cells in a sanitary landfill;
- 1.11 **Clay** shall mean a fine grained soil having liquid limits and plasticity indexes that plot above the A-line on the Unified Soil Classification System plasticity chart;
- 1.12 **Compactor** shall mean a vehicle with a blade and with steel wheels that have load concentrators to provide compaction and a crushing effect;
- 1.13 **Compost** shall mean relatively stable decomposed organic material used to fertilize and condition soil;
- 1.14 **Consumer Price Index or "CPI"** means the Consumer Price Index for Ontario. All items, as published by Statistics Canada or a comparable successor to such price index should be the Consumer Price Index for Ontario, All items, be discontinued in its present form;
- 1.15 **Contaminated Waste** shall mean any material from the clean-up of a spill of a commercial chemical product or petroleum product that meets specifications, is permitted within the Disposal Site;
- 1.16 **Contract** means this Agreement to do the work entered into with the Corporation, and includes Bond or Security, the Specifications, the General Conditions, the Tender and other documents referred to or connected with the said agreement;
- 1.17 **Contractor** or a pronoun in place thereof, means the person or persons who have undertaken to carry out this contact;
- 1.18 **Corporation** means The Corporation of The City of Temiskaming Shores;
- 1.19 **Disposal Site** means the Haileybury Landfill Site off of Dump Road;
- 1.20 **Cover Material** shall mean soil that is used to cover compacted soil waste in a sanitary landfill;
- 1.21 **Cutoff Trench** shall mean a trench that is filled with material that is impermeable or very permeable to the flow of gas or water. The barrier is used to prevent the movement of gas or water or to intercept them and to direct them to another location;

1.22 **Demolition Waste** see definition for Waste, Construction and Demolition;

1.23 **Density (Sanitary Landfill)** shall be as outlined in the following table;

Actual Refuse Density: weight of solid waste/volume of solid waste.

Apparent Refuse Density: weight of solid waste/volume of solid waste and soil.

Fill Density or Combined: weight of solid waste and soil/volume of solid waste and soil.

1.24 **Drainage** shall mean provisions for directing the runoff that occurs from precipitation or overload flow in such a way as to prevent contact with refuse or interference with landfill operations;

1.25 **Dumping** shall mean an indiscriminate method of disposing of solid waste. To indicate unloading or emptying of a container, use discharging;

1.26 **Effluent** shall mean the substances that flow out of a designated source;

1.27 **Face** see definition for Working Face;

1.28 **Fill** see Sanitary Landfill;

1.29 **Food Waste** shall mean animal and vegetable waste resulting from the handling, storage, sale, preparation, cooking, and serving of foods; commonly called garbage;

1.30 **Gradient** shall mean the degree of slope or a rate of change;

1.31 **Gravel** shall mean rock fragments from 2 mm to 64 mm (0.08” to 2.5”) in diameter; gravel mixed with sand, cobbles, boulders, and containing no more than 15% of fines;

1.32 **Ground Water** shall mean water that occupies the voids within a geologic stratum;

1.33 **Ground Water Runoff** shall mean that part of the ground water which is discharged into a stream channel as spring or seepage water;

1.34 **Hydrology** shall mean the science dealing with the properties, distribution, and flow of water on or in the earth;

1.35 **Infiltration** shall mean the process whereby some precipitation flows through the surface of the ground;

1.36 **Lift** shall mean in a sanitary landfill, a compacted layer of solid wastes and the top layer of cover material. A lift is usually composed of several cells;

- 1.37 **Litter** shall mean wantonly discarded material;
- 1.38 **Loam** shall mean a soft easily worked soil containing sand, silt and clay;
- 1.39 **Municipal Waste** shall include:
- a. any waste, whether or not it is owned, controlled or managed by a municipality, except hazardous waste, liquid industrial waste, gaseous waste and;
 - b. solid fuel whether or not it is waste that is derived in whole or in part from the waste included in clause a.;
- 1.40 **Open Burning** shall mean uncontrolled burning of wastes in the open or in an open dump Note: Opening burning is not permitted;
- 1.41 **Recovery** shall mean the process of obtaining materials or energy resources from solid waste. Synonyms: Extraction, Reclamation, Salvaging;
- 1.42 **Runoff** shall mean that portion of precipitation or irrigation water that drains from an area as surface flow;
- 1.43 **Salvaging** shall mean the controlled removal of waste material for utilization;
- 1.44 **Sand** shall mean a course-grained soil, the greater portion of which passes through a No. 4 sieve, according to the Unified Soil Classification System;
- 1.45 **Sanitary Landfill** shall mean a site where solid waste is disposed of using sanitary landfilling techniques;
- 1.46 **Sanitary Landfilling** shall mean an engineered method of disposing of solid waste on land in a manner that protects the environment, by spreading the waste in thin layers, compacting it to the smallest practical volume, and covering it with compacted soil by the end of each working day or at more frequent intervals as may be necessary;
- 1.47 **Sanitary Landfilling Methods** shall include the following:
- a. **Area**: A method in which the wastes are spread and compacted on the surface of the ground and cover material is spread and compacted over them.
 - b. **Trench**: A method in which the waste is spread and compacted in a trench. The excavated soil is spread and compacted over the waste to form the basic cell structure.
- 1.48 **Scavenging** shall mean the uncontrolled removal of materials at any point in the solid waste stream;

- 1.49 **Seepage** shall mean the movement of water or gas through soil without forming definite channels;
- 1.50 **Separation** shall mean the systematic division of solid waste into designated categories;
- 1.51 **Settlement** shall mean a gradual subsidence of material;
- 1.52 **Settlement Differential** shall mean the non-uniform subsidence of material from a fixed horizontal reference plane;
- 1.53 **Slope** shall mean the deviation of a surface from the horizontal expressed as a percentage, by a ratio, or in degrees;
- 1.54 **Solid Waste** shall mean useless, unwanted, or discarded material with insufficient liquid content to be free-flowing;
- 1.55 **Solid Waste, Agricultural** shall mean the solid waste that results from the rearing and slaughtering of animals and the processing of animal products and orchard and field crops;
- 1.56 **Solid Waste, Commercial** shall mean the solid waste generated by stores, offices, and other activities that do not actually turn out a product;
- 1.57 **Solid Waste, Industrial** shall mean the solid waste that results from industrial processes and manufacturing;
- 1.58 **Solid Waste, Institutional** shall mean the solid wastes originating from educational, health care, and research facilities;
- 1.59 **Solid Waste, Municipal** shall mean residential and commercial solid waste generated within a community;
- 1.60 **Solid Waste, Pesticide** shall mean the residue resulting from the manufacturing, handling, or use of chemicals for killing plant and animal pests;
- 1.61 **Solid Waste, Residential** shall mean all solid waste that normally originates in a residential environment; sometimes called municipal solid waste;
- 1.62 **Solid Waste Management** shall mean the purposeful systematic control of the generation, storage, collection, transport, separation, processing, recycling, recovery, and disposal of solid waste;
- 1.63 **Subsoil** shall mean that part of the soil beneath the topsoil usually without an appreciable organic matter content;
- 1.64 **Toe** shall mean the bottom of the working face at a sanitary landfill;

- 1.65 **Topsoil** shall mean the topmost layer of soil; usually refers to soil that contains humus and is capable of supporting good plant growth;
- 1.66 **Topographic Map** shall mean a map indicating surface elevations and slopes;
- 1.67 **Waste, Bulky** shall mean items whose large size precludes or complicates their handling by normal collection, processing, or disposal methods;
- 1.68 **Waste, Construction and Demolition** shall mean building materials and rubble resulting from construction, remodeling, repair, and demolition operations;
- 1.69 **Waste, Hazardous** shall mean those wastes that require special handling to avoid illness or injury to persons or damage to property;
- 1.70 **Waste, Special** shall mean those wastes that require extraordinary management;
- 1.71 **Waste, Wood Pulp** shall mean wood or paper fiber residue resulting from a manufacturing process;
- 1.72 **Waste, Yard** shall mean plant clippings, prunings, and other discarded material from yards and gardens. Also known as yard rubbish;
- 1.73 **Water Table** shall mean the upper limit of the part of the soil or underlying rock material that is wholly saturated with water;
- 1.74 **Water Table, Perched** shall mean a water table, usually of limited area, maintained above the normal free-water elevation by the presence of an intervening, relatively impervious stratum;
- 1.75 **Working Face** shall mean that portion of a sanitary landfill where waste is discharged by collection trucks and is compacted prior to placement of cover material;

2.0 Term

- 2.1 The Parties agree that the obligations of the Parties under this Agreement shall commence on the **1st day of February, 2015** and shall conclude on the **1st day of January, 2020**.
- 2.2 It is the intention of both the Corporation and the Contactor to renew the agreement for an additional five (5) years, or for a term mutually agreed upon by the Parties. Thus, the Corporation and the Contractor shall commence negotiations for an extended agreement at least one (1) year prior to the termination of this agreement. In the event a new agreement is not commenced prior to termination of this agreement, this contract will continue on a monthly basis at the applicable rates until a new contract is executed. The City will not be liable for any additional costs or damages of any kind caused to the Contractor if this agreement is terminated.

3.0 Renegotiation

The parties agree that renegotiation of this Agreement will occur in the event a new Sanitary Landfill site is opened, or if operational changes are required during the term of this Agreement.

4.0 Right to Terminate Agreement

The Parties further agree that this Agreement may be terminated for just cause or for such reasons and in such manner as is hereinafter set forth.

5.0 Termination of this Agreement

5.1 The parties agree that this Agreement may be terminated upon written notice from one party to the other. The termination date shall be one (1) year subsequent to the date of written notice.

5.2 Notwithstanding 5.1 this Agreement may be terminated in thirty (30) days upon notice for just cause or for such reasons and in such manner as may be hereinafter set forth.

6.0 Remuneration

6.1 The Contractor shall accept the compensation as herein provided in full payment for furnishing all necessary materials, labour, tools, equipment, supplies and other incidentals and for performing all work under the Contract, including one 28 ton compactor and one Sea-Can for oil filters, paints, etc.

6.2 The Corporation shall pay to the Contractor a monthly amount of *nineteen thousand, eight-hundred and twenty-nine dollars and fifty-nine cents (\$19,829.59)* plus HST for the operation and maintenance of the Disposal Site.

6.3 The Contractor will receive monthly payments less all stipulated forfeitures and deductions. All payments to the Contractor shall be made out of funds under the control of the Corporation, in its public capacity, and no member of City Council, or officer of the City is, or to be held personally liable to the Contractor under any circumstances whatever.

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

6.5 For each subsequent year of this Agreement, effective January 1st, the Corporation shall be billed to account for increases in the Cost of Living for all

items outlined in Section 6.0 of this agreement, as described herein. The increase will be equal to the percentage increase for the CPI (Consumer Price Index) for Ontario (all items), as published for the most recent 12 calendar months.

7.0 General Duties and Intent

The Contractor agrees to operate the Disposal Site in accordance with **Appendix 02 - Certificate of Approval (C of A) No. A570402**, attached to and forming part of this agreement. Particular attention is drawn to the following sections of the C of A:

Section(s)	Title
2	Site Operation
3	Employee Training
4	Complaints Response Procedure
5	Emergency Response
6	Record Keeping and Reporting
10	Waste Diversion
11	Leaf and Yard Waste Composting

In addition, other general duties to be completed by the Contractor under this agreement are as follows:

1. grading of landfill trenches,
2. direction of, construction of, compaction of and covering of waste cells,
3. supply of all and every kind of labour, vehicles, tools, equipment, articles and things necessary for the due execution of the work set out or referred to herein;

It is the intent of the Parties that during the currency of this Contract, the Contractor shall furnish all labour, material, equipment, articles and things necessary for proper and satisfactory disposal of all solid wastes "garbage" including municipal, commercial and industrial waste. It is understood and acknowledged by the Contractor that the City prohibits the disposal, or co-disposal of solid wastes, of hazardous waste materials, or recyclable materials at the disposal site.

8.0 Regulations

The Contractor shall make known to himself, its agents and employees, and shall abide by all federal, provincial and municipal laws and regulations now or hereafter enacted in the performance of all portions of the work set out in this agreement; including, but not limited to the Certificate of Approval No. A 570402, the Environmental Protection Act (EPA), Ontario Regulation 347/90 "General - Waste Management" under the EPA, Ontario Regulation 232/98 "Landfilling Sites" under the EPA.

9.0 Groundwater Monitoring

The Landfill Operator is not responsible for any aspect of any groundwater-monitoring program with the exception of ensuring that all monitoring apparatus (i.e. wells, staff gauges, etc.) are protected and not damaged from the daily operations of the site.

10.0 Equipment / Staffing

10.1 The Contractor undertakes and agrees to maintain and utilize adequate equipment for the execution of the obligations hereunder. For the purpose of this agreement, "adequate equipment" shall include at a minimum, without limiting the generality of the foregoing, one 22 ton loader, one 17 ton excavator and one plough truck.

Require the utilization of a 28 ton steel-wheeled compactor, or equivalent.

The Contractor undertakes to keep such equipment in a good state of repair. The adequacy of the equipment hereunder shall be subject to the approval of the Corporation or its Appointee.

10.2 The Contractor shall be responsible for the hiring, and the compensation / benefits paid to all employees with the appropriate qualifications, and supply training as mandated or required.

11.0 Health and Safety

11.1 The Contractor shall provide all employees with neat and distinctive work coveralls and applicable safety equipment when at the Disposal Site and when carrying out contract activities. The Contractor shall ensure that all employees maintain such apparel in a state of good repair.

11.2 The Contractor shall supply and maintain first aid items and equipment as called for under the First Aid regulations of the Workplace Safety and Insurance Act (WSIB) as may be amended.

11.3 The Occupational Health and Safety Act and/or other legislation pertaining to safety shall govern the Contractor and his employees.

12.0 Contractor's Office

The Contractor shall maintain an office (modified Sea-Can) within easy access of the Disposal Site at all times during the currency of the Contract and such office shall be staffed such that during normal working hours. Ratepayer concerns respecting the sanitary landfill site may be received and processed by the said Contractor. All ratepayer concerns are to be recorded in duplicate on forms to be approved by the Corporation. One copy of the ratepayer concern form, duly filled out with a notation of the action taken on all concerns shall be forwarded daily to the Corporation for its records.

13.0 Standard of Performance

All work to be performed under this Contract will be supervised by and must be to the satisfaction of the Corporation or its Appointee, and be carried out in accordance with the Acts and Regulations of the Province of Ontario, and or written instructions from the Corporation.

14.0 Acceptance of Waste

14.1 All solid waste except tires, wood and wood pulp waste, construction and demolition waste (consistent with municipal policy), and metal waste will be disposed of by the trench method of sanitary landfilling, such trench method to follow the guidelines herein after set out.

14.2 The Contractor shall have trenches excavated in accordance with provisions outlined by the Director of Public Works. Whenever possible trenches shall be shaped in accordance with **Appendix 03 – Trench Detail (Sheet 5)**.

14.3 Compaction equipment will be utilized for the compaction of accepted Refuse.

14.4 Excavated material is to be stockpiled for later use as cover material.

14.5 It is anticipated that the contractor shall be required to excavate one trench per year each fall, additional trench excavations required within the one (1) year period shall be performed by the City.

14.6 Cells are to be filled in accordance to **Appendix 03 –Trench Detail (Sheet 5)**. The waste shall be compacted by traveling over it with the wheel loader with a minimum of four (4) passes. When refuse in a cell reaches the original ground elevation the top and faces will be covered with 150 mm (6 inches) of cover material prior to placement of refuse beyond original ground elevation.

14.7 The Director of Public Works shall designate the working areas and stages of construction.

15.0 Pathological Waste and Dead Animals

The Contractor shall not permit the disposal of pathological waste or dead animals.

16.0 Unacceptable Waste

The Contractor shall not accept recyclable materials, chemical wastes, any liquid waste, car bodies, recreational hulks such as ATV's, snowmobiles, motorcycles, and garden tractors or farm machinery.

17.0 Open Burning Procedures

Open burning is not permitted at the Disposal Site.

18.0 Winter Operations

18.1 The Contractor shall complete the following special procedures that are necessary in order to maintain an efficient winter operation. Prior to each winter, the contractor shall make sure that:

1. all the trenches which are needed for the winter are excavated;
2. the excavated material is placed around the trenches, and;
3. that some of this material is stockpiled in the trench bottom and covered with straw prior to freeze up.

18.2 The contractor shall clear snow from all roads within the site. Sand shall be stored at the garage to be applied to the roads as needed. Sand is to be applied on Dump Road and within the Sanitary Landfill site by the Corporation on an as need basis. The access road to the trench shall be maintained and cleared of snow by the Contractor. Where possible, a slight uphill gradient at the approach to the trenches will be maintained by the Contractor.

18.3 Stop logs and signs shall be placed by the Contractor around the trench access points to maintain a safe winter operation. When the ground thaws, the contractor shall conduct a spring clean-up.

19.0 Tipping Fees

19.1 The Contractor's attendant at the site(s) shall prepare and maintain, in safe keeping, all records the City of Temiskaming Shores requires for invoicing or general statistics.

19.2 The Contractor's attendant shall validate volumes by cubic yard and identify the type of waste being disposed of at the site(s) and impose the applicable tipping fee. Applicable tipping fees are adopted through either a By-law or Resolution of Council. The Corporation shall provide the Contractor with the most current tipping fee schedules.

19.3 Individuals shall have the ability to make cash payments to the Contractor's attendant. The Contractor shall complete a tipping fee ticket for all Refuse to which a fee is applicable. The Contractor shall also maintain accurate records of all refuse delivered whether a fee is applicable or not.

19.4 The Contractor shall be entitled to *seven dollars per cubic yard* (\$ 7.00/cubic yard) of the tipping fees collected for contaminated waste as compensation for additional time and labour for handling of the material.

19.5 The Contractor shall be entitled to fifty-percent (50%) of the tipping fees (net reserve fund contribution) collected for large deposits of construction and demolition materials accepted at the Disposal Site over 40 cubic yards.

20.0 Tipping Fee Audit

The City at its sole discretion may have an independent audit conducting with respect to tipping fees collected through the municipality’s auditor.

21.0 Tipping Fee Exemptions

The intent of the shared tipping fee with the Contractor is to allow the Contractor to recover expenses incurred for landfill operations, which cannot be foreseen. However there are applicable tipping fees to which cost sharing is exempt and are as follows:

Exempted from Cost Sharing	Rationale
Residential Refuse Collection Program	The City collects residential refuse via private contractor, the cost of which is recovered under the tax levy.
Tires	The Landfill Operator applies the applicable tipping fee. Tires are directed to a stockpile and periodically removed from site by the City. Applicable fee is retained by City to offset removal costs.
Amnesty Program	As detailed herein, the City provides an Amnesty Program for residents of Temiskaming Shores. All material delivered in association with this program shall be exempt from tipping fees, with some exclusions.
Metals / Bulky Waste (surcharge fee)	The Landfill Operator is to apply a surcharge fee for items containing freon gas (i.e. not tagged by a qualified person outlining freon gas has been removed). The surcharge fee is utilized by City to retain a qualified person to remove freon gas.
City of Temiskaming Shores ¹ Projects	Contractors working for and depositing materials belonging to the Municipality may be exempt from tipping fees.

¹ The Contractor shall have the ability to request compensation for Corporation projects that will have an impact on the operation of the Disposal Site such as the demolition of a commercial building. Compensation in this regard would be similar to a project from a private company.

22.0 Salvage Materials

22.1 Salvageable metal waste includes steel, tin, white metals (appliances), hot water tanks, propane tanks, and all other such metals that can be reused or recycled. The Contractor shall ensure that metals delivered are segregated by the persons delivering the metals into metal drums, metal pipes, and miscellaneous metal waste for salvaging or recycling purposes.

22.2 The City shall have all rights to salvageable materials. The Contractor will be responsible for sorting and keeping it in a neat orderly fashion in an area approved by the Director of Public Works.

22.3 The City shall endeavor to dispose of all salvageable metal waste by October 31st of each year during the term of this contract.

23.0 Inspection of the Disposal Site

The Director of Public Works, the Medical Officer of Health, the Ministry of Environment and Climate Change and authorized representatives of these agencies may enter the disposal site at any time and from time-to-time to perform whatever duties or inspections they deem necessary. The Contractor shall provide access for such entry whenever requested to do so. The Contractor shall notify the Director of Public Works upon arrival of any official of the Medical Officer of Health or the Ministry of Environment.

24.0 Environmental Protection Act

Throughout the duration of this Agreement, the Contractor will be required to comply with the requirements of regulations made under the *Environmental Protection Act*, and in the event that any amendments thereto shall result in substantial changes in the terms of this Agreement, the said Agreement shall be subject to re-negotiation between the parties.

25.0 Temiskaming Shores Waste

The Contractor shall accept waste generated from within the City of Temiskaming Shores. Waste generated or originating from outside the boundaries Temiskaming Shores shall not be accepted.

All requests for disposal of waste generated from outside the City of Temiskaming Shores require approval of Council for the City of Temiskaming Shores.

26.0 Cobalt Waste

The Contractor shall accept waste generated from within the Town of Cobalt. However, waste from the Town of Cobalt must be in compliance with the provisions contained herein.

27.0 Disposal Site and Hours of Operation

During the currency of this agreement, the Contractor shall:

27.1 keep at least one (1) person in attendance at the Disposal Site during normal hours of operation;

27.2 keep access gates locked at all times outside of normal hours of operation;

27.3 maintain signs and buildings on the Disposal Site to the satisfaction of the Director of Public Works and/or the Ministry of Environment;

The normal operating hours shall be as follows:

DAYS	HOURS
Sunday and Monday	CLOSED
Tuesday to Saturday	8:30 a.m. – 4:30 p.m.

**Open for a total of 8 hours per day.

28.0 Holidays

The Disposal Site shall be closed on Statutory Holidays. In the event a Statutory Holiday falls on a Monday, the next day (Tuesday) shall be in lieu of the Statutory Holiday and the site shall be closed. The Contractor shall provide advance notice of closures in a manner acceptable to the Director of Public Works, which may include advertisement in a local newspaper and/or radio announcements.

29.0 Access Roads and Traffic Control

29.1 The main access roads and on-site roads shall be maintained so that vehicles hauling waste to and on the site may travel readily on any day under all normal weather conditions.

29.2 Access to the site shall be limited to such times as an attendant is on duty and the site shall be restricted to use by persons authorized to deposit waste in the fill area.

29.3 The Contractor shall at all times carry on the work in a manner that will create the least possible interference with traffic entering or leaving the work site and shall at his own expense, control and direct traffic within the site by the erection of appropriate signage and safeguards for the prevention of accidents at the site.

30.0 Records

30.1 The Contractor shall maintain all established records in regards to the operation of the Disposal Site.

30.2 The Contractor shall submit all records on a monthly basis, or upon request by the Corporation for the purpose of issuing notices or invoices.

30.3 The Corporation reserves the right to modify records from time-to-time as it sees fit.

31.0 Operating Procedures

31.1 It is understood and acknowledged by the Contractor that the City may develop from time-to-time operating procedures for the safe operation and maintenance of the Disposal Site. The Contractor shall ensure that operating procedures are followed.

31.2 The Contractor shall maintain a record of operating procedures at the Disposal Site.

32.0 Lines and Grades

The Director of Public Works shall set such stakes as he/she may deem necessary to properly define the general location, alignment, elevation and grade of the work. The

Contractor shall be responsible for detail, dimensions and elevations measured from the lines, grades and elevations so established.

33.0 Diversionary Program Implementation

33.1 The Corporation during the term of this agreement will investigate or participate in various Diversionary Programs (DP). The DP’s currently under consideration are described in general as follows:

Diversionary Program	Program Description
Municipal Hazardous or Special Waste (MHSW)	Stewardship Ontario launched a MHSW program in 2008 aimed at diverting more than 33,000 tonnes of MHSW from landfills.
Waste Electronic and Electrical Equipment (WEEE)	The MOE through the Ontario Electronic Stewardship Program (OES) launched Phase 1 of the WEEE program. In order to participate, OES has established manuals for the process to receive and ship WEEE materials. The Corporation has entered into an agreement with the OES for the collection of WEEE materials via a bin located at the Landfill Site.
Construction / Demolition Waste Policies	The Corporation intends to be more assertive with Construction & Demolition (C&D) projects. The Corporation will develop municipal policy/guidelines for C&D projects.
Re-Use Facility	A <i>Re-Use Facility</i> within Temiskaming Shores will be considered. Such a facility will permit residents to drop off or pick-up used articles and may or may not be located at the Disposal Site. In the event such a facility is established at the Disposal, the Landfill Operator would have care and control over the facility.

33.2 Both parties to this agreement recognize that these and other provincially driven Diversionary Programs may be proposed via a Stewardship Program. Under a Stewardship Program, original generators of the product (i.e. computer) contribute to a reserve that covers the full cost to recycle the product at the end of its lifecycle.

33.3 It is understood that the City of Temiskaming Shores will be taking advantage of Diversionary Programs if they are in the best interest of the municipality. It is further understood that depending on the parameters associated with the implementation of a Diversionary Program there could be an impact on this agreement.

33.4 It is mutually agreed by both parties that the implementation of a diversionary program may warrant modifications to this agreement or establishment of an additional agreement indirectly related to the operation and maintenance of the Disposal Site.

33.5 Thus, it is mutually agreed that the parties hereto shall evaluate the impacts of implementing a Diversionary Program with the objective of determining appropriate modifications to this agreement or the establishment of a separate agreement.

34.0 Amnesty Program

34.1 The Corporation has implemented an *Amnesty Program* consisting of two (2) weeks of amnesty (no tipping fees) with some restrictions at the Disposal Site.

34.2 The Amnesty Program has the following restrictions/conditions:

- Applicable to residents of Temiskaming Shores, and is not applicable for Industrial - Commercial or Institutional entities;
- Amnesty shall include no applicable Tipping Fee for brush;
- Tipping Fees remain applicable for Category 4 Items - Contaminated Waste;
- Surcharge fee of \$60 remains applicable for Metals/Bulky Waste containing Freon gas.

35.0 Consultation Meetings – Performance Measures

The Contractor and Corporation agree that the orderly maintenance and operation of the Disposal Site is a priority with both parties. Therefore, it is agreed that both parties are to meet on a regular basis, at a minimum of every three (3) months, to review operational issues as well as to review the following performance measures:

35.1 Control of Scatter Waste

Waste is contained to a small working face area and blown refuse and/or refuse not deposited in the proper location has been collected and placed into the active face of the landfill. Confirm if there is sufficient evidence to suggest a reasonable effort on the part of the contractor has been made to control Scatter Waste.

35.2 Active Working Face

The active working face is to be agreed upon and may vary from time-to-time. The Active working face should allow sufficient room for disposal and compaction equipment to operate while minimizing the amount of exposed waste. All areas not comprising the active face should contain intermediate or final cover material. The City is to ensure sufficient material is available for cover purposes.

35.3 Placement of Daily Cover

The Contractor is to apply daily cover, being a minimum of 150 mm thick clay layer applied throughout the active working face at the end of the working day. The application of 150 mm of clay would not be required if approval for an alternative cover material is approved through the Ministry of the Environment.

35.4 Monitoring of Waste Entering Landfill

The Contractor is to ensure that waste entering the Disposal Site is acceptable in accordance with the applicable Certificate of Approval and directed to the appropriate drop-off locations (i.e. working face, brush pile, scrap metal, etc.).

In instances where waste is unacceptable the material shall be refused. The Contractor should retain a record of instances when material is refused in the event the Ministry of Environment is notified of illegal disposal of waste.

35.5 Organization of Site

Signage, barriers and other such amenities are to be used to assist in directing vehicles to appropriate deposit sites. The locations for the placing of salvageable materials and specialized materials (i.e. brush) shall be reviewed to ensure such locations are appropriate.

36.0 Supplementary Service

Any supplementary or additional service provided by the Contractor outside of the scope of this Agreement shall be the responsibility of the Contractor and the individual customer and the Corporation in no way guarantees the payment of any accounts for supplementary service; provided that the Contractor shall not undertake any supplementary service hereunder which may, in the discretion of the Corporation, interfere with the Contractor's duties in this Agreement.

37.0 Contractor's Liability

The Contractor shall assume the defense of and indemnify and save harmless the Corporation and its officers and agents from all claims relating to labour, materials and equipment furnished for the work, and to inventions, patents or patent rights used in doing the work. The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done to or caused by him or his employees or relating from the prosecution of the works, or any of his operations or caused by reason of the existence or location or condition of any materials, plant or machinery used

thereon or therein or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions and covenants and agrees to hold the Corporation harmless and indemnified for all such damages and claims for damages.

38.0 Insurance

Prior to the commencement of operations, the Contractor shall produce evidence satisfactory to the Corporation of the Town of Haileybury that the Contractor has obtained insurance in the amount of **Two Million Dollars (\$2,000,000.00)** from an insurance company authorized to carry on business in Canada, to cover any liability or property damage arising out of this contract. This coverage shall be maintained in force throughout the term of this Agreement. The Contractor shall deposit with the Corporation, before commencing any work under this contract, **a certified copy of the insurance policy** together with **Certificate of Insurance** detailing the coverage and expiry date for the policy, duly executed by the insuring agent.

The Certificate of insurance shall name the City of Temiskaming Shores as an additional insured with respect to its interest in the operations of the Contractor with the following language:

The City of Temiskaming Shores and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insured's for Comprehensive General Liability. Such coverage is primary and non-contributing.

39.0 Indemnification of Corporation

The Contractor shall exonerate, indemnify and hold harmless the Corporation, its directors, officers, employees and agents from and against any and all Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Corporation to the extent that such Claim is caused by Contractor's negligence or wilful misconduct when performing the Services.

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

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

The Contractor shall ensure that all its employees, agents, volunteers, or others who provide municipal services to the public and 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"). To complete the Accessible Customer Service Training – SERVE-ABILITY: Transforming Ontario's Customer Service course, refer to the following: <http://www.mcass.gov.on.ca/en/serve-ability/index.aspx>.

The Contractor in consultation with the Site Authority shall submit to the City, as required from time to time, documentation with a record of the dates on which training was completed.

The Corporation reserves the right to require the Contractor to demonstrate that its training policies meet the requirements of the Act and the Regulation.

41.0 Workplace Safety and Insurance Act

The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the *Workplace Safety and Insurance Act*, and upon failure to do so, the Corporation may pay such assessment or compensation to the *Workplace Safety and Insurance Board* and shall deduct or collect such expenses under the provisions of Section 6.0 Remuneration of this agreement. The Contractor shall, at the time of entering into any contract with the Corporation, **make a Statutory Declaration** that all assessment or compensation Board have been paid, and the Corporation may, at any time during the performance or upon completion of such contract, require a further Declaration that such assessment or compensations have been paid.

42.0 Assignment and Sub-contracting

The Contractor **shall not assign or sub-let the contract** or any part thereof or any benefit or interest therein, or there under, without the written consent of the Corporation. The Contractor shall be held as fully responsible to the Corporation for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by it as for the acts and omissions of persons directly employed by it.

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

43.0 Monies due the Corporation

All monies payable to the Corporation by the Contractor under any stipulation herein, or to the Workplace Safety and Insurance Board, as provided hereunder, may be retained out of any monies then due or which may become due from the said Corporation to the said Contractor under this or any other contract with the Corporation, or otherwise howsoever, or may be recovered from the Contractor or his surety, in any Court of competent jurisdiction, as a debt due to the Corporation, and the Corporation shall have full power to withhold any payment if circumstances arise which may indicate to it the advisability of so doing.

44.0 Liens

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

45.0 Forfeiture of Contract

If the Contractor commits any act of insolvency, or shall transfer, assign or sublet, or attempt to transfer, assign or sub-let this contract, or any part thereof without the consent of the Corporation, or if at any time the work or any part thereof is, in the judgment of the Corporation, not executed or not being executed in a sound or workmanlike manner to its satisfaction and in all respects in strict conformity with the contract, or is such work or any part thereof is not progressing continuously, and in such a manner as to ensure entire satisfaction, in the judgment of the Corporation or to comply with any reasonable order he may receive from the Corporation, or if the Contractor shall persist in any course in violation of any of the provisions of this contract, then in each and every such case, after twenty- four (24) hours' written notice from the Corporation to the Contractor, the Corporation shall have the full right and power, at its discretion, without process or action at law, to take over the whole operation, or any part or parts thereof specified in the said notice, and out of the hands of the Contractor and the Contractor upon receiving notice to that effect shall vacate the possession and give up said operations or the part or parts thereof specified in the said notice, peaceably to the said Corporation, which may either re-let the same to any other person or persons, with or without its previously being advertised or may employ workmen and provide the necessary equipment at the expense of the Contractor, or may take such other steps as it may consider necessary or advisable in order to secure the completion of the said contract to its satisfaction; and the Contractor and his surety in every case shall be liable for all damages, expenditures extra expenditure, and for all additional cost of the work which may be incurred by reason thereof. All the powers of the said Corporation with respect to the determination of the sum or sums, or balance of money to be paid to or received from the said contractor, and otherwise in respect of the contract, shall nevertheless continue in force.

46.0 Other Rights

The Contractor, agents and all workers and persons employed by or under his control shall use due care to ensure:

46.1 that no person is injured, and

46.2 that no property is damaged in the prosecution of work;

The Contractor shall be solely responsible for claims of damage alleged to be attributed to the Contractor, his agents and all workmen and persons employed or under his direct control.

47.0 Bribery or Corrupt Practice

Should the Contractor or any of his agents give, or offer any gratuity to, or attempt to bribe any member of the Corporation, Council, officer or servant of the Corporation, the Corporation shall be at liberty to cancel the contract forthwith.

48.0 Notice to Contractor

Any notice or communication to the Contractor shall be deemed to be well and sufficiently given and served if handed to the Contractor or any of his clerks or agents or if posted or sent by ordinary mail to his usual place of business, or to the place where the work is to be or is carried on, or if posted to or left at his last known address; any papers so left, sent, or addressed shall be considered to be, and to have been, legally served upon the Contractor. In any written or printed notice to the Contractor in respect of general, special, or other repairs, or of any work of any nature required to be done under any of the provisions of the contract, or of any other matter, it shall not be obligatory upon the Corporation to specify minutely or in detail everything required nor to specify by measurement the exact extent thereof, of the precise spot or spots where the works or material may be defective or faulty, or where any of the requirements of the specifications have not been observed; but a reference in such notice to the clause or clauses bearing upon the matter, and a description of the locality in general terms, and sufficiently clear, in the opinion of the Corporation, to indicate where the defect or trouble exists, shall be deemed to be, and shall be, ample notice.

49.0 Force Majeure

The City shall not be liable for any failure to perform its obligations hereunder if the non-performance is due to lightning, tempest, explosion, earthquake, acts of God, mob violence, acts of the Queen’s enemies, strike, lockout, or other labour disruption, or any catastrophic cause beyond its control.

50.0 Execution of Agreement

In witness whereof the Parties hereto have hereunto set their hands and Seals.

Signed and Sealed in)
the presence of)

Contractor's Seal)

Phippen Waste Management Limited

Signing Authority
Name: _____
Title: _____

Witness
Name: _____
Title: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "C" to

By-law No. 2015-039

Agreement between

The Corporation of the City of Temiskaming Shores

and

Phippen Waste Management Limited

for the Operation and Maintenance of the Municipal
Spoke Transfer Station

This Agreement made in triplicate this 3rd, day of February, 2015

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called the "Corporation")
Party of the First Part

And:

Phippen Waste Management Ltd.
(hereinafter call the "Contractor")
Party of the Second Part

Whereas the Corporation desires to enter into an agreement with Phippen Waste Management Limited for the operation and maintenance of the Spoke Transfer Station.

And whereas the Corporation and the Contractor have agreed to the following terms and conditions, which form part of this Agreement;

And whereas the Municipal Act, 2001, provides that a municipality may enter into an agreement for, among other things, the operation of a waste transfer site;

Now therefore the parties hereto in consideration of the mutual promises and covenants, set out herein do hereby agree one with the other as follows:

1.0 Definitions

- 1.1 **Appointee** means the Director of Public Works or the person acting as such, or any other person authorized by the Director of Public Works;
- 1.2 **Contract** means this Agreement to do the work entered into with the Corporation, and includes Bond or Security, the Specifications, the General Conditions, the Tender and other documents referred to or connected with the said agreement;
- 1.3 **Consumer Price Index or "CPI"** means the Consumer Price Index for Ontario. All items, as published by Statistics Canada or a comparable successor to such price index should be the Consumer Price Index for Ontario, All items, be discontinued in its present form;
- 1.4 **Contractor** or a pronoun in place thereof, means the person or persons who have undertaken to carry out this Agreement;
- 1.5 **Corporation** means The Corporation of The City of Temiskaming Shores;
- 1.6 **Recyclable Material** means any material defined in the Solid Waste Management By-law No. 2015-021, and amendments thereto;
- 1.7 **Spoke Transfer Station** means the Transfer Station located at 547 Barr Drive;

- 1.8 **Transfer Station Waste** means any Municipal Waste which the City collects directly or indirectly from residences and businesses and any waste material collected by the City or otherwise delivered to the Transfer Station, but does not include Unacceptable Waste;
- 1.9 **Transport, Transporting or Transportation** means the handling, hauling and unloading of Waste, using the Trailers, Trucks and other equipment for the transport of the Transfer Station Waste under this Agreement;
- 1.10 **Unacceptable Waste** means any material defined in the Solid Waste Management By-law No. 2015-021, and amendments thereto.

2.0 Term

- 2.1 The Parties agree that the obligations of the Parties under this Agreement shall commence on the **1st day of February, 2015** and shall conclude on the **1st day of January, 2020**.
- 2.2 It is the intention of both the Corporation and the Contactor to renew the agreement for an additional five (5) years, or for a term mutually agreed upon by the Parties. Thus, the Corporation and the Contractor shall commence negotiations for an extended agreement at least one (1) year prior to the termination of this agreement. In the event a new agreement is not commenced prior to termination of this agreement, this contract will continue on a monthly basis at the applicable rates until a new contract is executed. The City will not be liable for any additional costs or damages of any kind caused to the Contractor if this agreement is terminated.

3.0 Right to Terminate Agreement

The Parties further agree that this agreement may be terminated for just cause or for such reasons and in such manner as is hereinafter set forth.

4.0 Termination of this Agreement

- 4.1 The parties agree that this agreement may be terminated upon written notice from one party to the other. The termination date shall be one (1) year subsequent to the date of written notice.
- 4.2 Notwithstanding 4.1 this agreement may be terminated in thirty (30) days upon notice for just cause or for such reasons and in such manner as may be hereinafter set forth.

5.0 Scope of Work

This agreement shall define all of the duties, liabilities and obligations of the Corporation and the Contractor with respect to the operation of a Spoke Transfer Station to receive recyclable materials from the City of Temiskaming Shores at the Spoke Transfer Station,

as well as acknowledges that the City may accept recyclable materials from other municipalities, but must be in compliance with the provisions contained herein.

6.0 Remuneration

- 6.1 The Contractor shall accept the compensation as herein provided in full payment for furnishing all necessary materials, labour, tools, equipment, supplies and other incidentals and for performing all work under the contract.
- 6.2 On a monthly basis, commencing one month after the commencement date, the Contractor shall provide the Corporation with an invoice for the fee as set forth in this Section.
- 6.3 The Corporation shall pay to the Contractor a monthly amount of *two-thousand, nine-hundred and thirty-four dollars and thirty-six cents (\$2,934.36)*, plus HST for the operation and maintenance of the Spoke Transfer Station.
- 6.4 The Corporation shall pay to the Contractor a monthly amount of *one-hundred and twenty-two dollars and eighty-eight cents (\$122.88)*, plus HST for the rental of one 4-yard single stream recycling bin, emptied twice per week; and a monthly amount of *one-hundred and two dollars and forty cents (\$102.40)* plus HST for the rental of each six-yard cardboard bin, emptied twice per week.
- 6.5 The Corporation shall pay the Contractor an hourly amount of *twenty dollars and forty-eight cents (\$20.48)* per hour, for each hour the Spoke Transfer Station is open to the public, as outlined in Section 7.2 of this agreement.
- 6.6 The Corporation shall pay the Contractor *one-hundred and seventeen dollars and seventy-six cents (\$117.76)* plus HST per tonne, to load and transport recyclable materials to the Material Recovery Facility. The price per tonne may be renegotiated if the minimum load requirement of 15 tonnes can no longer be met due to changes in the composition of recyclable materials.
- 6.7 The Contractor shall pay the Corporation a monthly facility and equipment rental fee of *one-hundred and fifty (\$150.00) dollars* plus HST for use of the Spoke Transfer Station and equipment available within the facility. The facility and equipment rental fee shall be credited from the Contractors invoice to the Corporation on a monthly basis.
- 6.8 The Contractor will receive monthly payments less all stipulated forfeitures and deductions. All payments to the Contractor shall be made out of funds under the control of the Corporation, in its public capacity, and no member of City Council, or officer of the City, is, or to be held personally liable to the Contractor under any circumstances whatever.
- 6.9 Before making any payments for work to be performed hereunder, the Corporation may require the Contractor to satisfy the Corporation that all claims against the

Contractor for labour, materials or things hired or supplied upon or for the works, have been paid or satisfied, or if any such claims are found to exist, may pay such sum and the Contractor shall repay the same within two days, or the Corporation may, at its option, withhold from the payment due sufficient amounts to satisfy the same.

6.10 For each subsequent year of this Agreement, effective January 1st, the Corporation shall be billed to account for increases in the Cost of Living for all items outlined in Section 6.0 of this agreement, as described herein. The increase will be equal to the percentage increase for the CPI (Consumer Price Index) for Ontario (all items), as published for the most recent 12 calendar months.

7.0 Spoke Transfer Station and Hours of Operation

7.1 During the term of this Agreement, the Contractor shall:

7.1.1 keep at least one (1) person in attendance at the disposal site during normal hours of operation;

7.1.2 keep facility and gates secured and locked at all times outside of normal hours of operation;

7.1.3 remove and transport recyclable material from the Spoke Transfer Station to the Material Recovery Facility;

7.1.4 be responsible to have the single stream recycling bin(s), the cardboard bin(s) and the yard waste bin(s) dumped on a scheduled basis;

7.1.5 maintain an office at the site for the records and/or documentation to be kept;

7.1.6 ensure all litter is removed from the yard by the end of each working day, as outlined in section 7.2; and

7.1.7 not permit scavenging and shall record any such events immediately to the Corporation.

7.2 The normal operating hours shall be as follows, and subject to change upon mutual agreement of the Corporation and the Contractor.

Days	Hours
Sunday, Tuesday, Wednesday, Friday, Saturday	CLOSED
Monday and Thursday	8:00 a.m. – 12:00 noon

8.0 Holidays

The Spoke Transfer Station shall be closed on Statutory Holidays. The Contractor shall provide advance notice of closures in a manner acceptable to the Director of Public

Works, which may include advertisement in a local newspaper and/or radio announcements.

9.0 Temiskaming Shores Waste

- 9.1 The Contractor shall accept recyclable materials, in accordance with **Appendix 04 - Accepted Material**, generated from within the City of Temiskaming Shores. Recyclable materials generated or originating from outside the boundaries Temiskaming Shores shall not be accepted, except by agreement with the Corporation.
- 9.2 Processing fees shall apply for the disposal of recyclable materials originating or generated outside of the City of Temiskaming Shores, and requires approval and an agreement by the Council for the City of Temiskaming Shores. This fee will be reviewed annually and is subject to change, with the written approval of the Municipality.
- 9.3 The Contractor will be responsible for maintaining an accurate record of quantities delivered to the MRF from its own private recycling collection contracts, and shall not charge the Corporation for any material collected under its private contracts. The Contractor will not charge residents or ICI sector users within the City for use of the depot facilities.

10.0 Records

- 10.1 The Contractor shall provide the City will weigh tickets on a monthly basis based on the tonnage of Waste disposed of at the Spoke Transfer Station and hauled to the Material Recovery Facility during the calendar month. The actual tonnage of Waste shall be determined by the City’s weigh scales.
- 10.2 The Contractor shall use the weigh scales at the Transfer Station where the Vehicle is loaded. The Contractor shall make reasonable efforts to ensure all pre-load weighing is completed in a timely fashion.
- 10.3 The City or its contractor(s) shall be responsible for the loading of the Trailers in accordance with all Applicable Laws and all relevant requirements of the Ministry of Transportation, including axle weight. Once the Contractor has loaded the vehicle, the Contractor shall ensure that its drivers cover or enclose their vehicle before exiting the Spoke Transfer Station. The Contractor shall also be responsible for ensuring that its drivers inspect the vehicle for any loose waste and remove and deposit any such waste at the appropriate location inside the Spoke Transfer Station. The Contractor shall be responsible to ensure that its drivers weigh out before leaving the Spoke Transfer Station. The Contractor shall be responsible for directing any overloaded Vehicle back into the Spoke Transfer Station to correct any such overloading. The Contractor shall be responsible for any consequences resulting from a driver of an overloaded vehicle not following these procedures and leaving in an overloaded condition.

10.4 The Contractor shall ensure that its trailers are weighed at the City’s Spoke Transfer Station.

11.0 Equipment / Staffing

11.1 The Contractor undertakes and agrees to maintain and utilize adequate equipment for the execution of the obligations hereunder, including fuel, licensing, insurance, etc., and shall be responsible for the hiring, and the compensation/ benefits paid to all employees with the appropriate qualifications, and supply training as mandated or required.

The Contractor shall also be required to maintain and operate the necessary number of units, with operator(s), sufficient to haul and dispose of materials at the Material Recovery Facility. Whenever any piece of equipment is down for repairs, an equivalent replacement piece shall be immediately provided for the duration of the repair period. The adequacy of the equipment hereunder shall be subject to the approval of the Corporation or its appointee.

11.2 The City will be responsible to maintain the following:

- Spoke Transfer Station utilities, building(s), fencing and other structural repairs
- Weigh scale
- Signage
- City-owned loader, exception of fuel costs

11.3 Should contractor supplied equipment or the baler experience a breakdown or fail to operate properly for any reason, the contractor will repair or replace the equipment. Should the baler fail to operate or require major repairs, the Corporation and the Contractor shall negotiate costs.

11.4 The Contractor shall be responsible for any damage to the City facilities, which results from his/her operations. The Contractor shall repair any such damage without delay and his/her own expense and to the complete satisfaction of the Corporation or its appointee.

12.0 Health and Safety

12.1 The Contractor shall provide all employees with neat and distinctive work overalls and applicable safety equipment while carrying out contract activities. The Contractor shall ensure that all employees maintain such apparel in a state of good repair.

12.2 The Contractor shall supply and maintain first aid items and equipment as called for under the First Aid regulations of the Workplace Safety and Insurance Act (WSIB) as may be amended.

12.3 The Occupational Health and Safety Act and/or other legislation pertaining to safety shall govern the Contractor and his employees.

13.0 Public Courtesy

The Contractor shall ensure that all employees engaged in collection services are courteous with the general public and shall direct all inquires to the Contractor’s Office.

14.0 Ratepayer Concern Report

The Contractor shall maintain a written record of all ratepayer concerns received. The report, as a minimum shall record the civic address, a phone number, a contact name and the nature of the concern and action(s) taken to resolve the concern.

The Contractor shall supply the Corporation with a copy of all ratepayer concern reports on a monthly basis.

15.0 Standard of Performance

All work to be performed under this Agreement shall be to the satisfaction of the Director of Public Works and be carried out in accordance with the applicable “By-Law(s)”.

16.0 General Duties and Intent

The contractor agrees to operate the Spoke Transfer Station in accordance with the Environmental Compliance Approval (ECA).

17.0 Regulations

The Contractor shall make known to himself, his agents and employees, and shall bide by all federal, provincial and municipal laws and regulations now or hereafter enacted in the performance of all portions of the work set out in this agreement; including, but not limited to the Certificate of Approval and the Environmental Protection Act (EPA).

18.0 Inspection of the Spoke Transfer Station

The Director of Public Works, the Medical Officer of Health, the Ministry of Environment and Climate Change and authorized representatives of these agencies may enter the Spoke Transfer Station at any time and from time-to-time to perform whatever duties or inspections they deem necessary. The Contractor shall provide access for such entry whenever requested to do so. The Contractor shall notify the Director of Public Works upon arrival of any official of the Medical Officer of Health or the Ministry of Environment.

19.0 Environmental Protection Act

Throughout the duration of this Agreement, the Contractor will be required to comply with the requirements of regulations made under the *Environmental Protection Act*, and in the event that any amendments thereto shall result in substantial changes in the terms of this Agreement, the said Agreement shall be subject to re-negotiation between the parties.

20.0 Supplementary Services by Contractor to the Public

It is understood that the Contractor, as part of its corporate profile, may be providing other services to the general public. Any such supplementary or additional service provided by the Contractor outside of the scope of this Agreement shall be the responsibility of the Contractor and the individual customer.

The Corporation in no way guarantees the payment of any accounts for supplementary services. The Contractor shall not undertake any supplementary service hereunder which may, in the discretion of the Corporation, interfere with the Contractor's duties in this Agreement.

21.0 Insurance

Prior to the commencement of operations, the Contractor shall produce evidence satisfactory to the Corporation of The City of Temiskaming Shores that the Contractor has obtained insurance in the amount of **TWO MILLION DOLLARS (\$2,000,000.00)** from an insurance company authorized to carry on business in Canada, to cover any liability or property damage arising out of this contract. This coverage shall be maintained in force throughout the term of this Agreement.

The Contractor shall deposit with the Corporation, before commencing any work under this contract, a **certified copy of the insurance policy** together with **Certificate of Insurance** detailing the coverage's and expiry date for the policy, duly executed by the insuring company stating that if the said policy or policies are cancelled or changed in any manner ten (10) days' written notice of such change or cancellation will be given to the Municipal Clerk of The Corporation of The City of Temiskaming Shores.

The Certificate of insurance shall name the City of Temiskaming Shores as an additional insured with respect to its interest in the operations of the Contractor with the following language:

The City of Temiskaming Shores and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insured's for Comprehensive General Liability. Such coverage is primary and non-contributing.

22.0 Indemnification of Corporation

The Contractor shall exonerate, indemnify and hold harmless the Corporation, its directors, officers, employees and agents from and against any and all Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Corporation to the extent that such Claim is caused by Contractor’s negligence or wilful misconduct when performing the Services.

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

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

The Contractor shall ensure that all its employees, agents, volunteers, or others who provide municipal services to the public and 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"). To complete the Accessible Customer Service Training – SERVE-ABILITY: Transforming Ontario's Customer Service course, refer to the following: <http://www.mcass.gov.on.ca/en/serve-ability/index.aspx>.

The Contractor in consultation with the Site Authority shall submit to the City, as required from time to time, documentation with a record of the dates on which training was completed.

The Corporation reserves the right to require the Contractor to demonstrate that its training policies meet the requirements of the Act and the Regulation.

24.0 Workplace Safety and Insurance Act

The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the *Workplace Safety and Insurance Act*, and upon failure to do so, the Corporation may pay such assessment or compensation to the *Workplace Safety and Insurance Board* and shall deduct or collect such expenses under the provisions of Section 6.0 Remuneration of this agreement. The Contractor shall, at the time of entering into any contract with the Corporation, **make a Statutory Declaration** that all assessment or compensation Board have been paid, and the Corporation may, at any time during the performance or upon completion of such contract, require a further Declaration that such assessment or compensations have been paid.

25.0 Assignment and Sub-Contractors

The Contractor shall not assign or sub-let the contract or any part thereof or any benefit or interest therein or there under, without the written consent of the Corporation.

The Contractor shall be held as fully responsible to the Corporation for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by it as for the acts and omissions of persons directly employed by it.

26.0 Contractor as independent Contractor

The Contractor shall perform all work under this Agreement as an independent contractor. The Contractor is not and shall not be considered an employee, agent, subagent or servant of the City under this Agreement or otherwise. The Contractor's subcontractors, employees or agents are not and shall not be considered employees, agents, subagents or servants of the City under this Agreement or otherwise.

27.0 Monies due The Corporation

All monies payable to the Corporation by the Contractor under any stipulation herein, or to the *Workplace Safety and Insurance Board*, as provided hereunder, may be retained out of any monies then due or which may become due from the said Corporation to the said Contractor under this or any other contract with the Corporation, or otherwise howsoever, or may be recovered from the Contractor or his surety, in any Court of competent jurisdiction, as a debt due to the Corporation, and the Corporation shall have full power to withhold any progress payment if circumstances advise which may indicate to it the advisability of so doing and to such sum to be so retained, may be unascertained.

28.0 Liens

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

29.0 Forfeiture of Contract

If the Contractor compounds with his creditors to commit any act of insolvency, or shall transfer, assign or sublet, or attempt to transfer, assign or sublet this contract, or any part thereof without the consent of the Corporation, or if at any time the work or any part thereof is, in the judgment of the Corporation, not executed or not being executed in a sound or workmanlike manner to its satisfaction and in all respects in strict conformity with the contract, or if such work or any part thereof is not progressing continuously, and in such a manner as to ensure entire satisfaction, in the judgment of the corporation or

to comply with any reasonable order he may receive from the Corporation, or if the Contractor shall persist in any course in violation of any of the provisions of this contract, then in each and every such case, after twenty-four (24) hours' written notice from the Corporation to the Contractor, the Corporation shall have the full right and power, at its discretion, without process or action at law, to take over the whole operation, or any part or parts thereof specified in the operation, or any part or parts thereof specified in the said notice, and out of the hands of the contractor and the Contractor upon receiving notice to that effect shall vacate the possession and give up said operations or the part or parts thereof specified in the said notice, peaceably to the said Corporation, which may either relent the same to any other person or persons, with or without its previously being advertised or may employ workmen and provide the necessary plant at the expense of the Contractor, or may take such other steps as it may consider necessary or advisable in order to secure the completion of the said contract to its satisfaction; and the Contractor and his surety in every case shall be liable for all damages, expenditures and extra expenditure, and for all additional cost of the work which may be incurred by reason thereof. All the powers of the said Corporation with respect to the determination of the sum or sums, or balance of money to be paid to or received from the said Contractor, and otherwise in respect of the contract, shall nevertheless continue in force.

30.0 Other Rights

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

31.0 Bribery or Corrupt Practice

Should the Contractor or any of his agents give, or offer any gratuity to, or attempt to bribe any member of the Corporation, Council, officer or servant of the Corporation, the Corporation shall be at liberty to cancel the contract forthwith.

32.0 Notice to Contractor

Any notice or communication to the Contractor shall be deemed to be well and sufficiently given and served if handed to the Contractor or any of his clerks or agents or if posted or sent by ordinary mail to his usual place of business, or to the place where the work is to be or is being carried on, or if posted to or left at his last known address; any papers so left, sent, or addressed shall be considered to be, and to have been, legally served upon the Contractor. In any written or printed notice to the Contractor in respect of general, special, or other repairs, or of any work of any nature required to be done under any of the provisions of the contract, or of any other matter, it shall not be obligatory upon the Corporation to specify minutely or in detail everything required nor to specify by measurement the exact extent thereof, of the precise spot or spots where the work or material may be defective or faulty, or where any of the requirements of the specifications have not been observed; but a reference in such notice to the clause or

clauses bearing upon the matter, and a description of the locality in general terms, and sufficiently clear, in the opinion of the Corporation, to indicate where the defect or trouble exists, shall be deemed to be, and shall be, ample notice.

33.0 Force Majeure

The City shall not be liable for any failure to perform its obligations hereunder if the non-performance is due to lightning, tempest, explosion, earthquake, acts of God, mob violence, acts of the Queen’s enemies, strike, lockout, or other labour disruption, or any catastrophic cause beyond its control.

34.0 Execution of Agreement

In witness whereof the Parties hereto have hereunto set their hands and Seals.

Signed and Sealed in)
the presence of)

Contractor’s Seal)

Phippen Waste Management Limited

Signing Authority
Name: _____
Title: _____

Witness
Name: _____
Title: _____

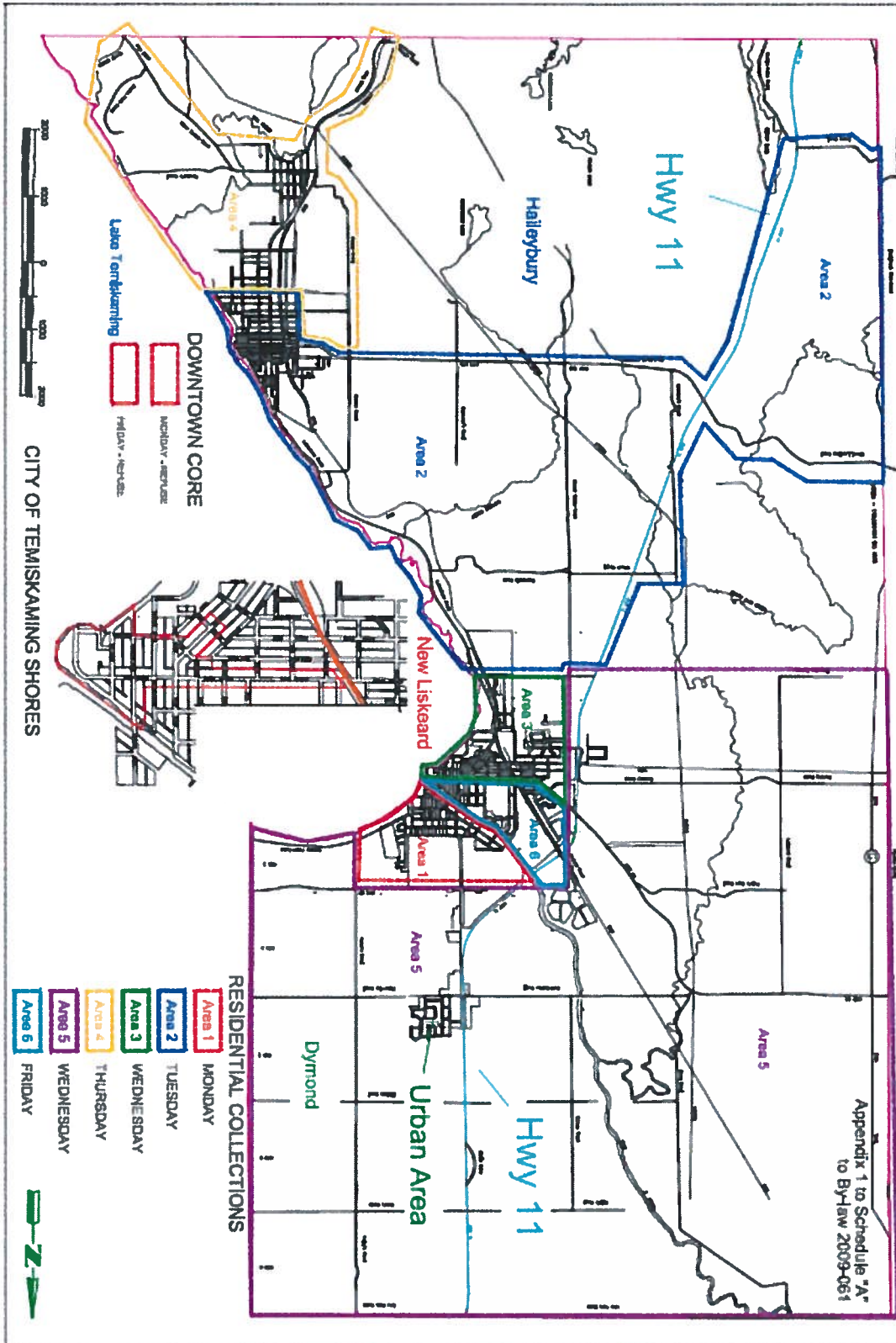
**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen

Collection Schedule Map





Appendix 02 to
By-law No. 2015-039
Certificate of Approval
A570402

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JAN 13 2010



Ministry of the Environment
Ministère de l'Environnement

AMENDMENT TO PROVISIONAL CERTIFICATE OF
APPROVAL

WASTE DISPOSAL SITE

NUMBER A570402

Notice No. 2

Issue Date: December 18, 2009

The Corporation of the City of Temiskaming Shores
325 Farr Dr PO Box 2250
Temiskaming Shores, Ontario
POJ 1K0

Site Location: Haileybury Landfill
Lot 1, Concession 2
Haileybury Town, District of Timiskaming
POJ 1K0

You are hereby notified that I have amended Provisional Certificate of Approval No. A570402 issued on November 10, 1998 and amended on November 10, 1999 and April 27, 2009 for the use and operation of a 5.8 hectare Landfill Site within a 32.4 hectare total site area , as follows:

Conditions 1 to 27 in the Certificate dated November 10, 1998 and Condition 1 in the notice dated November 10, 1999 are hereby revoked.

For the purpose of this Certificate of Approval and the terms and conditions specified below, the following definitions apply:

"Certificate " means this entire provisional Certificate of Approval A570402 document, issued in accordance with section 39 of the EPA, and includes any notices, schedules to it, the application and the supporting documentation listed in Schedule "A";

"Director" means any *Ministry* employee appointed in writing by the Minister pursuant to section 5 of the EPA as a Director for the purposes of Part V of the EPA;

"District Manager" means the District Manager of the local district office of the *Ministry* in which the Site is geographically located;

"Drainage Act" means *Drainage Act*, R.S.O. 1990, c.D. 17, as amended;

"EPA " means *Environmental Protection Act* , R.S.O. 1990, c. E. 19, as amended;

"*Fill Area*" means the portion of the *Site* where waste may be disposed as delineated by the "Limit of Sanitary Landfill Fill Area" shown on Sheet 10 of Item 2 in Schedule "A" and described in Item 5 in Schedule "A";

"*finished compost*" means compost that meets the time, temperature and turning requirements specified in Condition 11(1)(h) and the parameters listed in Schedule "B";

"*leaf and yard waste*" means waste consisting of leaves, grass clippings, natural Christmas trees and other plant materials, but not tree stumps, limbs or other woody materials in excess of seven (7) centimetres in diameter;

"*Ministry*" means the Ontario Ministry of the Environment;

"NMA " means *Nutrient Management Act* , 2002, S.O. 2002, c. 4, as amended from time to time;

"*Operator*" means any person, other than the Owner's employees, authorized by the *Owner* as having the charge, management or control of any aspect of the *Site* and includes its successors or assigns;

"*Owner*" means any person that is responsible for the establishment or operation of the *Site* being approved by this *Certificate*, and includes The Corporation of the City of Temiskaming Shores its successors and assigns;

"OWRA " means the *Ontario Water Resources Act* , R.S.O. 1990, c. O.40, as amended;

"PA " means the *Pesticides Act* , R.S.O. 1990, c. P-11, as amended from time to time;

"*Provincial Officer*" means any person designated in writing by the Minister as a provincial officer pursuant to Section 5 of the *OWRA* or Section 5 of the *EPA* or Section 17 of *PA* or Section 4 of *NMA* or Section 8 of *SDWA* .

"*Regional Director* " means the Regional Director of the local Regional Office of the *Ministry* in which the *Site* is located.

"*Regulation 347* " or "*Reg. 347* " means Regulation 347, R.R.O. 1990, made under the *EPA*, as amended;

"*rejected compost*" means waste that has gone through the composting process but did not meet the time, temperature or turning requirements specified in Condition 11 (1) (h) or exceeds the parameters listed in Schedule "B". Rejected compost is considered a waste and must be handled and disposed in accordance with Ontario Regulation 347.

"SDWA" means *Safe Drinking Water Act*, 2002, S.O. 2002, c. 32, as amended from time to time;

"*Site* " means the 32.4 hectare landfill site including the *Fill Area* and buffer zone on Lot 1, Concession 2 in the Town of Haileybury, District of Timiskaming as shown on the Plan of Survey, Sheet No. 2 of Item 2 in Schedule "A";

"*Trained personnel*" means knowledgeable in the following through instruction and/or practice:

- a. relevant waste management legislation, regulations and guidelines;
- b. major environmental concerns pertaining to the waste to be handled;
- c. occupational health and safety concerns pertaining to the processes and wastes to be handled;
- d. management procedures including the use and operation of equipment for the processes and wastes to be handled;
- e. emergency response procedures;
- f. specific written procedures for the control of nuisance conditions;
- g. specific written procedures for refusal of unacceptable waste loads; and
- h. the requirements of this *Certificate*; and

"*unfinished compost*" means waste that has gone through all but the final curing stage of the composting process.

You are hereby notified that this approval is issued to you subject to the terms and conditions outlined below:

TERMS AND CONDITIONS

1. GENERAL

Compliance

- (1) The *Owner* and *Operator* shall ensure compliance with all the conditions of this *Certificate* and shall ensure that any person authorized to carry out work on or operate any aspect of the *Site* is notified of this *Certificate* and the conditions herein and shall take all reasonable measures to ensure any such person complies with the same.
- (2) Any person authorized to carry out work on or operate any aspect of the *Site* shall comply with the conditions of this *Certificate* .

In Accordance

- (3) Except as otherwise provided by this *Certificate*, the *Site* shall be designed, developed, built, operated and maintained in accordance with the documentation listed in the attached Schedule "A".

Interpretation

- (4) Where there is a conflict between a provision of any document listed in Schedule "A" in this *Certificate*, and the conditions of this *Certificate*, the conditions in this *Certificate* shall take precedence.
- (5) Where there is a conflict between the application and a provision in any document listed in Schedule "A", the application shall take precedence, unless it is clear that the purpose of the document was to amend the application and that the *Ministry* approved the amendment.
- (6) Where there is a conflict between any two documents listed in Schedule "A", the document bearing the most recent date shall take precedence.
- (7) The conditions of this *Certificate* are severable. If any condition of this *Certificate*, or the application of any condition of this *Certificate* to any circumstance, is held invalid or unenforceable, the application of such condition to other circumstances and the remainder of this *Certificate* shall not be affected thereby.

Other Legal Obligations

- (8) The issuance of, and compliance with, this *Certificate* does not:
 - (a) relieve any person of any obligation to comply with any provision of any applicable statute, regulation or other legal requirement; or
 - (b) limit in any way the authority of the *Ministry* to require certain steps be taken or to require the *Owner* and *Operator* to furnish any further information related to compliance with this *Certificate* .

Adverse Effect

- (9) The *Owner* and *Operator* shall take steps to minimize and ameliorate any adverse effect on the natural environment or impairment of water quality resulting from the *Site*, including such accelerated or additional monitoring as may be necessary to determine the nature and extent of the effect or impairment.
- (10) Despite an *Owner*, *Operator* or any other person fulfilling any obligations imposed by this *Certificate* the person remains responsible for any contravention of any other condition of this *Certificate* or any applicable statute, regulation, or other legal requirement resulting from any act or omission that caused the adverse effect to the natural environment or impairment of water quality.

Change of Ownership

- (11) The *Owner* shall notify the *Director*, in writing, and forward a copy of the notification to the *District Manager*, within 30 days of the occurrence of any changes in the following information:
 - (a) the ownership of the *Site*;

- (b) the *Operator* of the *Site*;
 - (c) the address of the *Owner or Operator*; and
 - (d) the partners, where the *Owner or Operator* is or at any time becomes a partnership and a copy of the most recent declaration filed under the *Business Names Act* , R. S. O. 1990, c. B.17, shall be included in the notification.
- (12) No portion of this *Site* shall be transferred or encumbered prior to or after closing of the *Site* unless the *Director* is notified in advance and sufficient financial assurance is deposited with the *Ministry* to ensure that these conditions will be carried out.
- (13) In the event of any change in *Ownership* of the works, other than change to a successor Owner, the *Owner* shall notify the successor of and provide the successor with a copy of this *Certificate*, and the *Owner* shall provide a copy of the notification to the *District Manager* and the *Director*.

Certificate of Requirement/Registration on Title -Site

- (14) The *Owner* shall:
- (a) Within sixty (60) days of the date of the issuance of this *Certificate*, submit to the *Director* for review, two copies of a completed Certificate of Requirement with a registerable description of the *Site*; and
 - (b) Within 10 calendar days of receiving the Certificate of Requirement authorized by the *Director*, register the Certificate of Requirement in the appropriate Land Registry Office on title to the *Site* and submit to the *Director* the duplicate registered copy immediately following registration.
- (15) Pursuant to Section 197 of the Environmental Protection Act, neither the *Owner* nor any person having an interest in the *Site* shall deal with the *Site* in any way without first giving a copy of this *Certificate* to each person acquiring an interest in the *Site* as a result of the dealing.

Certificate of Requirement/Registration on Title - Contaminant Attenuation Zone

- (16) The *Owner* shall:
- (a) Within 60 days of the date of the acquiring the ground water easement to the proposed contaminant attenuation zone and buffer lands, submit to the *Director* for review, two copies of a completed Certificate of Requirement with a registerable description of the Contaminant Attenuation Zone; and
 - (b) Within 10 calendar days of receiving the Certificate of Requirement authorized by the *Director*, register the Certificate of Requirement in the appropriate Land Registry Office on title to the Contaminant Attenuation Zone and submit to the

Director the duplicate registered copy immediately following registration.

Inspections by the Ministry

- (17) No person shall hinder or obstruct a *Provincial Officer* from carrying out any and all inspections authorized by the *OWRA*, *the EPA*, the *PA*, the *SDWA* or the *NMA*, of any place to which this *Certificate* relates, and without limiting the foregoing:
- (a) to enter upon the premises where the approved works are located, or the location where the records required by the conditions of this *Certificate* are kept;
 - (b) to have access to, inspect, and copy any records required to be kept by the conditions of this *Certificate*;
 - (c) to inspect the *Site*, related equipment and appurtenances;
 - (d) to inspect the practices, procedures, or operations required by the conditions of this *Certificate*; and
 - (e) to sample and monitor for the purposes of assessing compliance with the terms and conditions of this *Certificate* or the *EPA*, the *OWRA*, the *PA*, the *SDWA* or the *NMA*.

Information and Record Retention

- (18) Any information requested, by the *Ministry*, concerning the *Site* and its operation under this *Certificate*, including but not limited to any records required to be kept by this *Certificate* shall be provided to the *Ministry*, upon request, in a timely manner. Records shall be retained for *contaminating life span* of the *Site* except for as otherwise authorized in writing by the *Director*.
- (19) The receipt of any information by the *Ministry* or the failure of the *Ministry* to prosecute any person or to require any person to take any action, under this *Certificate* or under any statute, regulation or other legal requirement, in relation to the information, shall not be construed as:
- (a) an approval, waiver, or justification by the *Ministry* of any act or omission of any person that contravenes any term or condition of this *Certificate* or any statute, regulation or other legal requirement; or
 - (b) acceptance by the *Ministry* of the information's completeness or accuracy.
- (20) The *Owner* shall ensure that a copy of this *Certificate*, in its entirety and including all its Notices of Amendment, and documentation listed in Schedule "A", are retained at the *Site* at all times.

2. SITE OPERATION

Operation

- (1) The *Site* shall be operated and maintained at all time including management and disposal of all waste in accordance with the *EPA*, *Regulation 347*, and the conditions of this

Certificate. At no time shall the discharge of a contaminant that causes or is likely to cause an adverse effect be permitted

Signs

- (2) A sign shall be installed and maintained at the main entrance/exit to the *Site* on which is legibly displayed the following information:
 - (a) the name of the *Site* and *Owner*;
 - (b) the number of the *Certificate*;
 - (c) the name of the *Operator*;
 - (d) the normal hours of operation;
 - (e) the allowable and prohibited waste types;
 - (f) the telephone number to which complaints may be directed;
 - (g) a warning against unauthorized access;
 - (h) a twenty-four (24) hour emergency telephone number (if different from above);
and
 - (i) a warning against dumping outside the *Site*.
- (3) The *Owner* shall install and maintain signs to direct vehicles to working face and any other recycling and composting areas including, but not limited to, used tires, waste metal, composting and used oil.
- (4) The *Owner* shall provide signs at all of the recycling and composting locations informing users what materials are acceptable and directing users to appropriate storage area.

Vermin, Vectors, Dust, Litter, Odour, Noise and Traffic

- (5) The *Site* shall be operated and maintained such that the vermin, vectors, dust, litter, odour, noise and traffic do not create a nuisance.

Burning Waste Prohibited

- (6) (a) Burning of waste at the *Site* is prohibited.

Site Access

- (7) Waste shall only be accepted during the following time periods:
Tuesday to Saturday - 8:30 a.m. to 4:30 p.m.
- (8) On-site equipment used for daily site preparation and closing activities may be operated one (1) hour before and one (1) hour after the hours of operation approved by this *Certificate*.
- (9) With the prior written approval from the *District Manager*, the time periods may be extended to accommodate seasonal or unusual quantities of waste.

Site Security

- (10) No waste shall be received, landfilled or removed from the *Site* unless a site supervisor or attendant is present and supervises the operations during operating hours. The *Site* shall be closed when a site attendant is not present to supervise landfilling operations.
- (11) The *Site* shall be operated and maintained in a safe and secure manner. During non-operating hours, the *Site* entrance and exit gates shall be locked and the *Site* shall be secured against access by unauthorized persons.

3. EMPLOYEE TRAINING

- (1) A training plan for all employees that operate any aspect of the *Site* shall be developed and implemented by the *Operator*. Only *Trained Personnel* shall operate any aspect of the *Site* or carry out any activity required under this *Certificate* .

4. COMPLAINTS RESPONSE PROCEDURE

- (1) If at any time the *Owner* receives complaints regarding the operation of the *Site*, the *Owner* shall respond to these complaints according to the following procedure:
 - (a) The *Owner* shall record and number each complaint, either electronically or in a log book, and shall include the following information: the nature of the complaint, the name, address and the telephone number of the complainant if the complainant will provide this information and the time and date of the complaint;
 - (b) The *Owner*, upon notification of the complaint, shall initiate appropriate steps to determine all possible causes of the complaint, proceed to take the necessary actions to eliminate the cause of the complaint and forward a formal reply to the complainant; and
 - (c) The *Owner* shall complete and retain on-site a report written within one (1) week of the complaint date, listing the actions taken to resolve the complaint and any recommendations for remedial measures, and managerial or operational changes to reasonably avoid the recurrence of similar incidents.

5. EMERGENCY RESPONSE

- (1) Any spills, fires or other emergency situations shall be forthwith reported directly to the *Ministry's* Spills Action Centre (1-800-268-6060) and shall be cleaned up immediately.
- (2) In addition, the *Owner* shall submit, to the *District Manager* a written report within three (3) business days of the emergency situation, outlining the nature of the incident, remedial measures taken, handling of waste generated as a result of the emergency situation and the measures taken to prevent future occurrences at the *Site*.

- (3) All wastes resulting from an emergency situation shall be managed and disposed of in accordance with *O.Reg. 347*.
- (4) All equipment and materials required to handle the emergency situations shall be:
 - (a) kept on hand at all times that waste landfilling and/or handling is undertaken at the *Site*; and
 - (b) adequately maintained and kept in good repair.
- (5) The *Owner* shall ensure that the emergency response personnel are familiar with the use of such equipment and its location(s).

6. RECORD KEEPING AND REPORTING

Daily Log Book

- (1) A daily log shall be maintained in written format and shall include the following information:
 - (a) the type, date and time of arrival, hauler, and quantity (tonnes) of all industrial and commercial waste and cover material received at the *Site*;
 - (b) the area of the *Site* in which waste disposal operations are taking place;
 - (c) a record of litter collection activities and the application of any dust suppressants;
 - (d) a record of the daily inspections; and
 - (e) a description of any out-of-service period of any control, treatment, disposal or monitoring facilities, the reasons for the loss of service, and action taken to restore and maintain service.
- (2) Any information requested, by the *Director* or a *Provincial Officer*, concerning the *Site* and its operation under this *Certificate*, including but not limited to any records required to be kept by this *Certificate* shall be provided to the *Ministry*, upon request.

Daily Inspections and Log Book

- (3) An inspection of the entire *Site* and all equipment on the *Site* shall be conducted each day the *Site* is in operation to ensure that: the *Site* is secure; that the operation of the *Site* is not causing any nuisances; that the operation of the *Site* is not causing any adverse effects on the environment and that the *Site* is being operated in compliance with this *Certificate*. Any deficiencies discovered as a result of the inspection shall be remedied immediately, including temporarily ceasing operations at the *Site* if needed.
- (4) A record of the inspections shall be kept in a daily log book that includes:
 - (a) the name and signature of person that conducted the inspection;
 - (b) the date and time of the inspection;
 - (c) the list of any deficiencies discovered;
 - (d) the recommendations for remedial action; and
 - (e) the date, time and description of actions taken.

- (5) A record shall be kept in the daily log book of all refusals of waste shipments, the reason(s) for refusal, and the origin of the waste, if known.

Annual Report

- (6) A written report on the development, operation and monitoring of the *Site*, shall be completed annually (the "Annual Report"). The Annual Report shall be submitted to the *District Manager*, by April 30th of the year following the period being reported upon.
- (7) The Annual Report shall include the following:
- (a) the results and an interpretive analysis of the results of all leachate, groundwater surface water and landfill gas monitoring, including an assessment of the need to amend the monitoring programs;
 - (b) an assessment of the operation and performance of all engineered facilities, the need to amend the design or operation of the *Site*, and the adequacy of and need to implement the contingency plans;
 - (c) site plans showing the existing contours of the *Site*; areas of landfilling operation during the reporting period; areas of intended operation during the next reporting period; areas of excavation during the reporting period; the progress of final cover, vegetative cover, and any intermediate cover application; previously existing site facilities; facilities installed during the reporting period; and site preparations and facilities planned for installation during the next reporting period;
 - (d) calculations of the volume of waste, daily and intermediate cover, and final cover deposited or placed at the *Site* during the reporting period and a calculation of the total volume of *Site* capacity used during the reporting period;
 - (e) a calculation of the remaining capacity of the *Site* and an estimate of the remaining *Site* life;
 - (f) a summary of the weekly, maximum daily and total annual quantity (tonnes) of waste received at the *Site*;
 - (g) a summary of any complaints received and the responses made;
 - (h) a discussion of any operational problems encountered at the *Site* and corrective action taken;
 - (i) any changes to the Design and Operations Report and the Closure Plan that have been approved by the *Director* since the last *Annual Report*;
 - (j) a report on the status of all monitoring wells and a statement as to compliance with *Ontario Regulation 903*;
 - (k) any other information with respect to the *Site* which the *Regional Director* may require from time to time; and
 - (l) a summary and analysis of all hydraulic and geochemical monitoring results.

7. LANDFILL DESIGN AND DEVELOPMENT

Approved Waste Types

- (1) Only solid non-hazardous municipal waste as defined under *Reg. 347* shall be accepted at the *Site* for landfilling.
- (2) The *Owner* shall develop and implement a program to inspect waste to ensure that the waste received at the *Site* is of a type approved for acceptance under this *Certificate*.
- (3) The *Owner* shall ensure that all loads of waste are properly inspected by *Trained personnel* prior to acceptance at the *Site* and that the waste vehicles are directed to the appropriate areas for disposal or transfer of the waste. The *Owner* shall notify the *District Manager*, in writing, of load rejections at the *Site* within one (1) business day from their occurrence.

Capacity

- (4) Waste disposal shall be limited to the *Fill Area*.
- (5)
 - (a) Waste may only be placed above ground level to the final contour elevations shown on Sheet No. 10 of Item 2 of Schedule "A";
 - (b) Waste may only be placed below ground level in trenches as shown in trenches on Sheet No. 4 of Item 2 of Schedule "A" and to depths of approximately 3 meters below ground level but not exceeding 3.66 meters;
 - (c) Approved maximum volumetric capacity of the *Site*, consisting of the waste, daily cover and intermediate cover, but excluding the final cover is 470,000 cubic metres.
- (6) There shall be no further final disposal of Waste in the Bulk Material Storage Area shown on Sheet No. 10 of Item 2 of Schedule "A".

Service Area

- (7) Only waste that is generated within the boundaries of the City of Temiskaming Shores and the Town of Cobalt may be accepted at the *Site*.

Cover

- (8) Alternative materials to soil may be used as weekly and interim cover material, based on an application with supporting information and applicable fee for a trial use or permanent use, submitted by the *Owner* to the *Director*, copied to the *District Manager* and as approved by the *Director* via an amendment to this *Certificate*. The alternative material shall be non-hazardous according to *Reg. 347* and will be expected to perform at least as well as soil in relation to the following functions:

- (a) Control of blowing litter, odours, dust, landfill gas, gulls, vectors, vermin and fires;
 - (b) Provision for an aesthetic condition of the landfill during the active life of the *Site*;
 - (c) Provision for vehicle access to the active tipping face; and
 - (d) Compatibility with the design of the *Site* for groundwater protection, leachate management and landfill gas management.
- (9) Cover material shall be applied as follows:
- (a) Daily Cover - Weather permitting, deposited waste should be covered at the end of each working day in a manner acceptable to the *District Manager* so that no waste is exposed to the atmosphere;
 - (b) Intermediate Cover - In areas where landfilling has been temporarily discontinued for six (6) months or more, a minimum thickness of 300 millimetre of soil cover or an approved thickness of alternative cover material shall be placed; and
 - (c) Final Cover - In areas where landfilling has been completed to final contours, a minimum 600 millimetre thick layer of soil of medium permeability and 150 millimetres of top soil (vegetative cover) shall be placed. Fill areas shall be progressively completed and rehabilitated as landfill development reaches final contours.

Stormwater Management Works Approvals

- (10) This *Certificate* does not provide an approval for any works subject to approval under the *OWRA*, *Drainage Act*, or any other legislation that may be applicable.
- (11) The *Owner* shall complete the construction of the swale ditches, the sedimentation ponds, and the diversion ditch as outlined in Section 3.2 of Item 3 of Schedule "A" within twelve (12) months from the date of this *Certificate*.
- (12) Within six (6) months of the date of this *Certificate*, the *Owner* shall submit to the *Director* an application for approval under the *OWRA* of the on-site stormwater management works. The *Owner* shall fulfil the requirement under the *Drainage Act*, or any other legislation that may be applicable.

8. LANDFILL MONITORING

Landfill Gas

- (1) The *Owner* shall ensure that any buildings or structures at the *Site* contain adequate ventilation systems to relieve any possible landfill gas accumulation. Routine monitoring for explosive methane gas levels shall be conducted in all buildings or structures at the *Site*, especially enclosed structures which at times are occupied by people.

Compliance Limits

- (2) The *Site* shall be operated in such a way as to ensure compliance with the following:
 - (a) Reasonable Use Guideline B-7 for the protection of the groundwater at the *Site*; and
 - (b) Provincial Water Quality Objectives included in the July 1994 publication entitled *Water Management Policies, Guidelines, Provincial Water Quality Objectives*, as amended from time to time or limits set by the *Regional Director*, for the protection of the surface water at and off the *Site*.

Surface Water and Ground Water

- (3) The *Owner* shall monitor surface water and groundwater as per documents in the Schedule "A".
- (4) A certified Professional Geoscientist or Engineer possessing appropriate hydrogeologic training and experience shall execute or directly supervise the execution of the groundwater monitoring and reporting program.

Groundwater Wells and Monitors

- (5) The *Owner* shall ensure that all groundwater monitoring wells which form part of the monitoring program are properly capped, secured and protected from damage.
- (6) Where landfilling is to proceed around monitoring wells, suitable extensions shall be added to the wells and the wells shall be properly re-secured.
- (7) Any groundwater monitoring well included in the on-going monitoring program that are damaged shall be assessed, repaired, replaced or decommissioned by the *Owner*, as required.
 - (a) The *Owner* shall repair or replace any monitoring well which is destroyed or in any way made to be inoperable for sampling such that no more than one regular sampling event is missed.
 - (b) All monitoring wells which are no longer required as part of the groundwater monitoring program, and have been approved by the *District Manager* for abandonment, shall be decommissioned by the *Owner*, as required, in accordance with *O.Reg. 903*, that will prevent contamination through the abandoned well. A report on the decommissioning of the well shall be included in the Annual Report for the period during which the well was decommissioned.

Trigger Mechanisms and Contingency Plans

- (8)
 - (a) Within one (1) year from the date of this *Certificate* , the *Owner* shall submit to the *Director* , for approval, and copies to the *District Manager* , details of a trigger mechanisms plan for surface water and groundwater quality monitoring for the purpose of initiating investigative activities into the cause of increased contaminant concentrations at the Contaminant Attenuation Zone (CAZ) limit.
 - (b) Within one (1) year from the date of this *Certificate* , the *Owner* shall submit to the *Director* for approval, and copies to the *District Manager* , details of a contingency plan to be implemented in the event that the surface water or groundwater quality exceeds the a trigger mechanism at the CAZ limit.
- (9) In the event of a confirmed exceedence of a site-specific trigger level relating to leachate mounding or groundwater or surface water impacts due to leachate, the *Owner* shall immediately notify the *District Manager*, and an investigation into the cause and the need for implementation of remedial or contingency actions shall be carried out by the *Owner* in accordance with the approved trigger mechanisms and associated contingency plans.
- (10) If monitoring results, investigative activities and/or trigger mechanisms indicate the need to implement contingency measures, the *Owner* shall ensure that the following steps are taken:
 - (a) The *Owner* shall notify the *District Manager*, in writing of the need to implement contingency measures, no later than 30 days after confirmation of the exceedences;
 - (b) Detailed plans, specifications and descriptions for the design, operation and maintenance of the contingency measures shall be prepared and submitted by the *Owner* to the *District Manager* for approval; and
 - (c) The contingency measures shall be implemented by the *Owner* upon approval by the *District Manager* .
- (11) The *Owner* shall ensure that any proposed changes to the site-specific trigger levels for leachate impacts to the surface water or groundwater, are approved in advance by the *Director* via an amendment to this *Certificate*.

Changes to the Monitoring Plan

- (12) The *Owner* may request to make changes to the monitoring program(s) to the *District Manager* in accordance with the recommendations of the annual report. The *Owner* shall make clear reference to the proposed changes in separate letter that shall accompany the annual report.
- (13) Within fourteen (14) days of receiving the written correspondence from the *District Manager* confirming that the *District Manager* is in agreement with the proposed changes

7. LANDFILL DESIGN AND DEVELOPMENT

Approved Waste Types

- (1) Only solid non-hazardous municipal waste as defined under *Reg. 347* shall be accepted at the *Site* for landfilling.
- (2) The *Owner* shall develop and implement a program to inspect waste to ensure that the waste received at the *Site* is of a type approved for acceptance under this *Certificate*.
- (3) The *Owner* shall ensure that all loads of waste are properly inspected by *Trained personnel* prior to acceptance at the *Site* and that the waste vehicles are directed to the appropriate areas for disposal or transfer of the waste. The *Owner* shall notify the *District Manager*, in writing, of load rejections at the *Site* within one (1) business day from their occurrence.

Capacity

- (4) Waste disposal shall be limited to the *Fill Area*.
- (5)
 - (a) Waste may only be placed above ground level to the final contour elevations shown on Sheet No. 10 of Item 2 of Schedule "A";
 - (b) Waste may only be placed below ground level in trenches as shown in trenches on Sheet No. 4 of Item 2 of Schedule "A" and to depths of approximately 3 meters below ground level but not exceeding 3.66 meters;
 - (c) Approved maximum volumetric capacity of the *Site*, consisting of the waste, daily cover and intermediate cover, but excluding the final cover is 470,000 cubic metres.
- (6) There shall be no further final disposal of Waste in the Bulk Material Storage Area shown on Sheet No. 10 of Item 2 of Schedule "A".

Service Area

- (7) Only waste that is generated within the boundaries of the City of Temiskaming Shores and the Town of Cobalt may be accepted at the *Site*.

Cover

- (8) Alternative materials to soil may be used as weekly and interim cover material, based on an application with supporting information and applicable fee for a trial use or permanent use, submitted by the *Owner* to the *Director*, copied to the *District Manager* and as approved by the *Director* via an amendment to this *Certificate*. The alternative material shall be non-hazardous according to *Reg. 347* and will be expected to perform at least as well as soil in relation to the following functions:

- (a) Control of blowing litter, odours, dust, landfill gas, gulls, vectors, vermin and fires;
 - (b) Provision for an aesthetic condition of the landfill during the active life of the *Site*;
 - (c) Provision for vehicle access to the active tipping face; and
 - (d) Compatibility with the design of the *Site* for groundwater protection, leachate management and landfill gas management.
- (9) Cover material shall be applied as follows:
- (a) Daily Cover - Weather permitting, deposited waste should be covered at the end of each working day in a manner acceptable to the *District Manager* so that no waste is exposed to the atmosphere;
 - (b) Intermediate Cover - In areas where landfilling has been temporarily discontinued for six (6) months or more, a minimum thickness of 300 millimetre of soil cover or an approved thickness of alternative cover material shall be placed; and
 - (c) Final Cover - In areas where landfilling has been completed to final contours, a minimum 600 millimetre thick layer of soil of medium permeability and 150 millimetres of top soil (vegetative cover) shall be placed. Fill areas shall be progressively completed and rehabilitated as landfill development reaches final contours.

Stormwater Management Works Approvals

- (10) This *Certificate* does not provide an approval for any works subject to approval under the *OWRA*, *Drainage Act*, or any other legislation that may be applicable.
- (11) The *Owner* shall complete the construction of the swale ditches, the sedimentation ponds, and the diversion ditch as outlined in Section 3.2 of Item 3 of Schedule "A" within twelve (12) months from the date of this *Certificate*.
- (12) Within six (6) months of the date of this *Certificate*, the *Owner* shall submit to the *Director* an application for approval under the *OWRA* of the on-site stormwater management works. The *Owner* shall fulfil the requirement under the *Drainage Act*, or any other legislation that may be applicable.

8. LANDFILL MONITORING

Landfill Gas

- (1) The *Owner* shall ensure that any buildings or structures at the *Site* contain adequate ventilation systems to relieve any possible landfill gas accumulation. Routine monitoring for explosive methane gas levels shall be conducted in all buildings or structures at the *Site*, especially enclosed structures which at times are occupied by people.

to the environmental monitoring program, the *Owner* shall forward a letter identifying the proposed changes and a copy of the correspondences from the *District Manager* and all other correspondences and responses related to the changes to the monitoring program, to the *Director* requesting the *Certificate* be amended to approve the proposed changes to the environmental monitoring plan prior to implementation.

- (14) In the event any other changes to the environmental monitoring program are proposed outside of the recommendation of the annual report, the *Owner* shall follow current ministry procedures for seeking approval for amending the *Certificate*.

Contaminant Attenuation Zone

- (15) The proposed Contaminant Attenuation Zone of 28 hectares is hereby approved.
- (16) Within one (1) year from the date of this *Certificate*, the *Owner* shall complete acquiring the ground water easement (property rights) to the proposed contaminant attenuation zone.
- (17) The *Owner* must continue to own the property rights to the Contaminant Attenuation Zone for all of the contaminating life span of the *Site*.
- (18) The ownership of the property rights must include the right to:
- (a) discharge contaminants from the operations at the *Site* into the Contaminant Attenuation Zone;
 - (b) enter into the Contaminant Attenuation Zone and onto the surface above the Contaminant Attenuation Zone for purposes of testing, monitoring, intercepting contaminants and carrying out remedial work;
 - (c) install, operate and maintain works, for the purposes mentioned in clause (b), in the Contaminant Attenuation Zone, including on the surface above the Contaminant Attenuation Zone; and
 - (d) prevent the owner(s) of the land(s) in which the Contaminant Attenuation Zone is located from paving, erecting a structure or making any use of land(s) above or in the vicinity of the contaminant attenuation zone that would interfere with the functioning of the Contaminant Attenuation Zone or with the exercise of any of the rights mentioned in this subsection.
- (19) The *Owner* shall notify the *Director* in writing within thirty (30) days after any change in his, her or its ownership of the property rights in the Contaminant Attenuation Zone.
- (20) The *Owner* shall ensure that the written easement agreement, specified in Condition 8 (16) includes an agreement of the property owner(s) of the land(s) required for the Contaminant Attenuation Zone, to register a Certificate of Requirement on title to the land(s) to be used as the Contaminant Attenuation Zone.

9. CLOSURE PLAN

- (1) At least 3 years prior to the anticipated date of closure of this *Site*, the *Owner* shall submit to the *Director* for approval, with copies to the *District Manager*, a detailed *Site* closure plan pertaining to the termination of landfilling operations at this *Site*, post-closure inspection, maintenance and monitoring, and end use. The plan shall include the following:
 - (a) a plan showing *Site* appearance after closure;
 - (b) a description of the proposed end use of the *Site*;
 - (c) a descriptions of the procedures for closure of the *Site*, including:
 - (i) advance notification of the public of the landfill closure;
 - (ii) posting of a sign at the *Site* entrance indicating the landfill is closed and identifying any alternative waste disposal arrangements;
 - (iii) completion, inspection and maintenance of the final cover and landscaping;
 - (iv) *Site* security;
 - (v) removal of unnecessary landfill-related structures, buildings and facilities;
 - (vi) final construction of any control, treatment, disposal and monitoring facilities for leachate, groundwater, surface water and landfill gas; and
 - (vii) a schedule indicating the time-period for implementing sub-conditions (i) to (vi) above;
 - (d) descriptions of the procedures for post-closure care of the *Site*, including:
 - (i) operation, inspection and maintenance of the control, treatment, disposal and monitoring facilities for leachate, groundwater, surface water and landfill gas;
 - (ii) record keeping and reporting; and
 - (iii) complaint contact and response procedures;
 - (e) an assessment of the adequacy of and need to implement the contingency plans for leachate and methane gas; and
 - (f) an updated estimate of the contaminating life span of the *Site*, based on the results of the monitoring programs to date.
- (2) The *Site* shall be closed in accordance with the closure plan as approved by the *Director*.

10. WASTE DIVERSION

- (1) The *Owner* shall ensure that:
 - (a) all bins and waste storage areas are clearly labelled;
 - (b) all lids or doors on bins shall be kept closed during non-operating hours and during the high wind events; and
 - (c) if necessary to prevent litter, waste storage areas shall be covered during the high winds events.

- (2) The *Owner* shall provide a segregated area for the storage of *Refrigerant Appliances* so that the following are ensured:
- (a) all *Refrigerant Appliances* have been tagged to indicate that the refrigerant has been removed by a licensed technician. The tag number shall be recorded in the log book and shall remain affixed to the appliance until transferred from the *Site*;
or
 - (b) all *Refrigerant Appliances* accepted at the *Site*, which have not been tagged by a licensed technician to verify that the equipment no longer contains refrigerants, are stored segregated, in a clearly marked area, in an upright position and in a manner which allows for the safe handling and transfer from the *Site* for removal of refrigerants as required by O.Reg. 189; and
 - (c) all *Refrigerant Appliances* received on-site shall either have the refrigerant removed prior to being transferred from the *Site* or shall be shipped off-site only to facilities where the refrigerants can be removed by a licensed technician in accordance with O.Reg. 189.
- (3) Propane cylinders shall be stored in a segregated area in a manner which prevents cylinders from being knocked over or cylinder valves from breaking.
- (4) The *Owner* shall transfer waste and recyclable materials from the *Site* as follows:
- (a) recyclable materials shall be transferred off-site once their storage bins are full;
 - (b) scrap metal shall be transferred off-site at least twice a year;
 - (c) tires shall be transferred off-site as soon as a load for the contractor hired by the *Owner* has accumulated or as soon as the accumulated volume exceeds the storage capacity of its bunker; and
 - (d) immediately, in the event that waste is creating an odour or vector problem.
- (5) The *Owner* shall notify the appropriate contractors that waste and recyclable wastes that are to be transferred off-site are ready for removal. Appropriate notice time, as determined by the contract shall be accommodated in the notification procedure.

11. LEAF AND YARD WASTE COMPOSTING

On site *Leaf and Yard Waste* Composting shall be carried out subject to the following conditions:

- (1) The *Owner* shall ensure that composting is conducted in accordance with the "Interim Guidelines for the Production and Use of Aerobic Compost in Ontario" dated November 1991 or its latest amendment, and with the requirements as listed below:
- (a) waste accepted for composting shall be limited to leaf and yard waste. Leaf and yard waste received at the *Site* shall not exceed the maximum concentrations for metals listed in Schedule "B";
 - (b) no more than 2000 tonnes of leaf and yard waste, unfinished compost and finished

compost shall be stored on Site at any one time;

- (c) all activities associated with the composting operation shall take place on the designated pad constructed of wood chips;
 - (d) waste shall be incorporated into windrows within four (4) days of receipt. Finished compost shall be stored on Site for a maximum of twelve (12) months after the curing phase is complete;
 - (f) windrows shall be arranged in a manner which allows equipment access for efficient turning of windrows and to allow access for emergency vehicles;
 - (g) windrows shall be constructed at bulk densities and heights which promote aerobic conditions;
 - (h) all waste being composted shall be held at a temperature of at least 55 °C for a minimum of fifteen (15) cumulative days to ensure proper bacteria growth and pathogen inactivation. During this period, the temperature of the waste being composted shall be monitored and recorded on each day that the Site is in operation, and the windrows shall be turned a minimum of five (5) times. During the remainder of the composting process, the temperature shall be monitored and recorded on a weekly basis at a minimum; and
 - (i) compost shall be cured for a minimum of six (6) months.
- (2) (a) For the first two (2) years of operation, a representative composite sample of compost that has completed the curing phase shall be taken at least once per year and analyzed for the parameters listed in Schedule "B".
 - (b) After two (2) years of operation, the sampling schedule may be adjusted with the prior written consent of the District Manager.
- (3) (a) *Finished compost* may be released from the *Site* for unrestricted use.
 - (b) *Rejected compost* which meets the parameters listed in Schedule "B", but does not meet the requirements of Condition 10 (1), may be returned to the composting process as waste for re-processing.
 - (c) *Rejected compost*, which does not meet the parameters listed in Schedule "B" shall be disposed of as waste or as daily cover.

Following items are added to the Schedule "A"

SCHEDULE "A"

8. Report titled "City of Temiskaming Shores, Application to amend Provincial Certificate of Approval Waste Disposal Site No. A570402, Appendices" dated June 2008.
9. Letter dated June 10, 2008 from Maria Story, P.Eng., Story Environmental Services, to Mr. Tesfaye Gebrezghi, P.Eng., Ministry of the Environment, Environmental Assessment and Approvals Branch.
10. Letter dated October 30, 2009 addressed to Larry McCormack, Senior Environmental Officer, Ministry of the Environment from Maria Story, P.Eng., Story Environmental Services RE: Corporation of the City of Temiskaming Shores Haileybury Landfill Site No. A570402- Recommendation Regarding Ongoing Monitoring Program.

Schedule "B"

This Schedule "B" forms part of Certificate of Approval No. A600903.

Parameter	Maximum Concentration
Metal:	
arsenic	13 ppm
cadmium	3 ppm
chromium	210 ppm
cobalt	34 ppm
copper	100 ppm
lead	150 ppm
mercury	0.8 ppm
molybdenum	5 ppm
nickel	62 ppm
selenium	2 ppm
zinc	500 ppm
Foreign material:	
plastic particles greater than 3 mm in any direction	1%
non-biodegradable material greater than 3 mm in any direction	2%

The reasons for this amendment to the Certificate of Approval are as follows:

GENERAL

1. The reason for Conditions 1(1), (2), (4), (5), (6), (7), (8), (9), (10), (18), (19) and (20) is to clarify the legal rights and responsibilities of the *Owner* and *Operator* under this Certificate of Approval.
2. The reasons for Condition 1(3) is to ensure that the *Site* is designed, operated, monitored and maintained in accordance with the application and supporting documentation submitted by the *Owner*, and not in a manner which the *Director* has not been asked to consider.
3. The reasons for Condition 1(11) are to ensure that the *Site* is operated under the corporate name which appears on the application form submitted for this approval and to ensure that the *Director* is informed of any changes.
4. The reasons for Condition 1(12) are to restrict potential transfer or encumbrance of the *Site* without the approval of the *Director* and to ensure that any transfer of encumbrance can be made only on the basis that it will not endanger compliance with this Certificate of Approval.
5. The reason for Condition 1(13) is to ensure that the successor is aware of its legal responsibilities.
6. Conditions 1 (14), (15) and (16) are included, pursuant to subsection 197(1) of the *EPA* , to provide that any persons having an interest in the *Site* are aware that the land has been approved and used for the purposes of waste disposal.
7. The reason for Condition 1(17) is to ensure that appropriate Ministry staff has ready access to the *Site* for inspection of facilities, equipment, practices and operations required by the conditions in this Certificate of Approval. This Condition is supplementary to the powers of entry afforded a Provincial Officer pursuant to the *Act* , the *OWRA* , the *PA* , the *NMA* and the *SDWA* .

SITE OPERATION

8. The reasons for Conditions 2(1), 2(5) and 6(3) are to ensure that the *Site* is operated, inspected and maintained in an environmentally acceptable manner and does not result in a hazard or nuisance to the natural environment or any person.
9. The reason for Conditions 2 (2), 2(3) and 2(4) is to ensure that users of the *Site* are fully aware of important information and restrictions related to *Site* operations and access under this *Certificate*.
10. The reason for Condition 2(6) (a) is that open burning of municipal waste is unacceptable because of concerns with air emissions, smoke and other nuisance affects, and the potential fire hazard.

11. The reasons for Condition 2(7), 2(8) and 2(9) are to specify the hours of operation for the landfill site and a mechanism for amendment of the hours of operation, as required.
12. The reasons for Condition 2(10) and 2(11) are to ensure that the *Site* is supervised by properly trained staff in a manner which does not result in a hazard or nuisance to the natural environment or any person and to ensure the controlled access and integrity of the *Site* by preventing unauthorized access when the *Site* is closed and no site attendant is on duty.

EMPLOYEE TRAINING

13. The reason for Condition 3(1) is to ensure that the *Site* is supervised and operated by properly trained staff in a manner which does not result in a hazard or nuisance to the natural environment or any person.

COMPLAINTS RESPONSE PROCEDURE

14. The reason for Condition 4(1) is to ensure that any complaints regarding landfill operations at this *Site* are responded to in a timely and efficient manner.

EMERGENCY RESPONSE

15. Conditions 5(1) and 5(2) are included to ensure that emergency situations are reported to the Ministry to ensure public health and safety and environmental protection.
16. Conditions 5(3), 5(4) and 5(5) are included to ensure that emergency situations are handled in a manner to minimize the likelihood of an adverse effect and to ensure public health and safety and environmental protection.

RECORD KEEPING AND REPORTING

17. The reason for Conditions 6(1) and 6(2) is to ensure that accurate waste records are maintained to ensure compliance with the conditions in this Certificate of Approval (such as fill rate, site capacity, record keeping, annual reporting, and financial assurance requirements), the *EPA* and its regulations.
18. The reason for Conditions 6(4) and 6(5) is to ensure that detailed records of *Site* inspections are recorded and maintained for inspection and information purposes.
19. The reasons for Conditions 6(6) and 6(7) are to ensure that regular review of site development, operations and monitoring data is documented and any possible improvements to site design, operations or monitoring programs are identified. An annual report is an important tool used in reviewing site activities and for determining the effectiveness of site design.

LANDFILL DESIGN AND DEVELOPMENT

20. The reason for Conditions 7(1) to 7(7) inclusive is to specify the approved areas from which waste may be accepted at the *Site* and the types and amounts of waste that may be accepted for disposal at the *Site*, based on the *Owner*'s application and supporting documentation.
21. Condition 7(8) is to provide the *Owner* the process for getting the approval for alternative daily and intermediate cover material.
22. The reasons for Condition 7(9) are to ensure that daily/weekly and intermediate cover are used to control potential nuisance effects, to facilitate vehicle access on the *Site*, and to ensure an acceptable site appearance is maintained. The proper closure of a landfill site requires the application of a final cover which is aesthetically pleasing, controls infiltration, and is suitable for the end use planned for the *Site*.
23. The reason for Conditions 7 (10), (11) and (12) are to make ensure that the *Owner* has obtained other approvals required to carry out the work and complete the construction of the swales and ditches in a timely manner.

LANDFILL MONITORING

24. Reasons for Condition 8(1) are to ensure that off-site migration of landfill gas is monitored and all buildings at the *Site* are free of any landfill gas accumulation, which due to a methane gas component may be explosive and thus create a danger to any persons at the *Site*.
25. Condition 8(2) is included to provide the groundwater and surface water limits to prevent water pollution at the *Site*.
26. Conditions 8(3) and 8(4) are included to require the *Owner* to demonstrate that the *Site* is performing as designed and the impacts on the natural environment are acceptable. Regular monitoring allows for the analysis of trends over time and ensures that there is an early warning of potential problems so that any necessary remedial/contingency action can be taken.
27. Conditions 8(5), 8(6) and 8(7) are included to ensure the integrity of the groundwater monitoring network so that accurate monitoring results are achieved and the natural environment is protected.
28. Conditions 8(8) to 8(11) inclusive are added to ensure the *Owner* has a plan with an organized set of procedures for identifying and responding to potential issues relating to groundwater and surface water contamination at the *Site's* compliance point.
29. Reasons for conditions 8(12), 8(13) and 8(14) are included to streamline the approval of the changes to the monitoring plan.
30. Condition 8(15) to 8(20) inclusive is included to require the *Owner* to obtain property rights to

land(s) that is required for a Contaminant Attenuation Zone that is necessary for attenuation of contamination resulting from the operation of the *Site* to bring the *Site* into compliance with Reasonable Use Policy Objectives.

CLOSURE PLAN

31. The reasons for Condition 9 are to ensure that final closure of the *Site* is completed in an aesthetically pleasing manner, in accordance with Ministry standards, and to ensure the long-term protection of the health and safety of the public and the environment.

WASTE DIVERSION

32. Condition 10 is included to ensure that the recyclable materials are stored in their temporary storage location in a manner as to minimize a likelihood of an adverse effect or a hazard to the natural environment or any person.

This Notice shall constitute part of the approval issued under Provisional Certificate of Approval No. A570402 dated November 10, 1998 as amended

In accordance with Section 139 of the Environmental Protection Act, R.S.O. 1990, Chapter E-19, as amended, you may by written notice served upon me and the Environmental Review Tribunal within 15 days after receipt of this Notice, require a hearing by the Tribunal. Section 142 of the Environmental Protection Act, provides that the Notice requiring the hearing shall state:

1. The portions of the approval or each term or condition in the approval in respect of which the hearing is required, and;
2. The grounds on which you intend to rely at the hearing in relation to each portion appealed.

The Notice should also include:

3. The name of the appellant;
4. The address of the appellant;
5. The Certificate of Approval number;
6. The date of the Certificate of Approval;
7. The name of the Director;
8. The municipality within which the waste disposal site is located;

And the Notice should be signed and dated by the appellant.

This Notice must be served upon:

The Secretary*
Environmental Review Tribunal
655 Bay Street, 15th Floor
Toronto, Ontario
M5G 1E5

AND

The Director
Section 39, *Environmental Protection Act*
Ministry of the Environment
2 St. Clair Avenue West, Floor 12A
Toronto, Ontario
M4V 1L5

* Further information on the Environmental Review Tribunal's requirements for an appeal can be obtained directly from the Tribunal at: Tel: (416) 314-4600, Fax: (416) 314-4506 or www.ert.gov.on.ca

The above noted waste disposal site is approved under Section 39 of the Environmental Protection Act.

DATED AT TORONTO this 18th day of December, 2009



Tesfaye Gebrezghi, P.Eng.
Director
Section 39, *Environmental Protection Act*

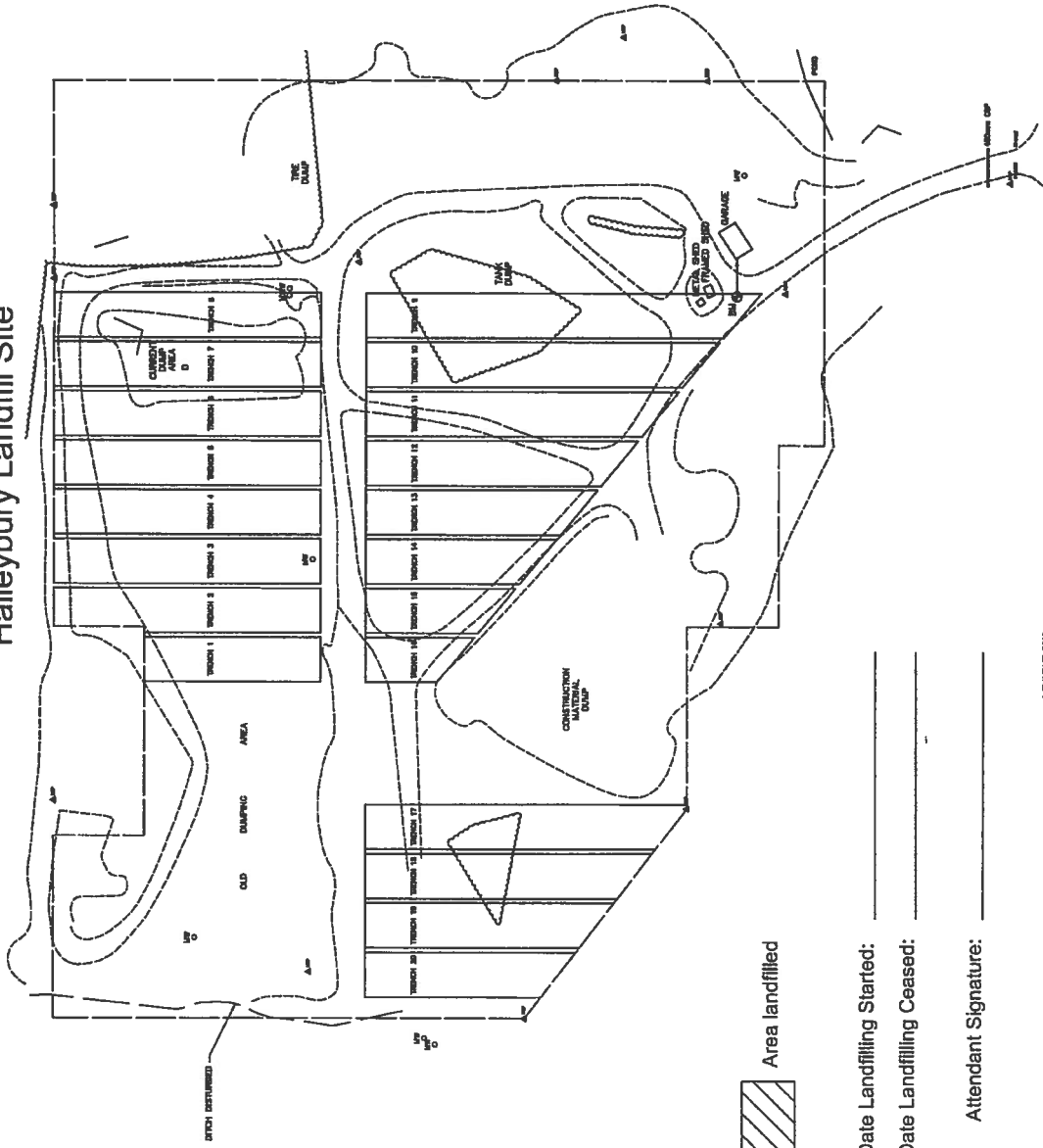
RM/

c: District Manager, MOE North Bay
Maria Story, P.Eng., Story Environmental Services



Appendix 03 to
By-law No. 2015-039
Trench Detail

Waste Disposal Operations Haileybury Landfill Site



 Area landfilled

Date Landfilling Started: _____

Date Landfilling Ceased: _____

Attendant Signature: _____

1 INCH = 50 FEET

Appendix 04 Accepted Materials

In this By-law "Accepted Materials" includes;

recyclable containers includes the following forms of containers:

- a) food and beverage glass bottles and jars;
- b) metal food and beverage cans;
- c) aluminum foil, foil plates and foil trays;
- d) empty plastic containers (1 thru 7);
- e) aseptic packaging, such as drink boxes;
- f) polycoat containers such as milk and juice cartons; and
- g) any other container designated by the Director of Public Works to be a recyclable container.

recyclable papers includes the following:

- a) household paper, including junk mail, writing paper, computer paper, non-foil gift wrap, non-foil greeting cards and envelopes;
- b) paper egg cartons;
- c) paper rolls;
- d) paper bags, other than treated bags, such as flour, sugar, potato and pet food bags;
- e) newspapers and inserts;
- f) magazines, catalogues and glossies;
- g) telephone directories;
- h) soft covered books and hard covered books; and
- i) any other paper or paper products designated by the Director of Public Works to be recyclable papers.

recyclable cardboard includes clean, unwaxed corrugated cardboard and box board.



OFFICE OF THE FIRE CHIEF

NEW FT POSITION REQUEST
BUSINESS CASE

CONFIDENTIAL

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1. INTRODUCTION

This business case will provide an outline for consideration by the City Manager and Council for the hiring of a new full-time Training Officer for the Fire Department for 2015.

The main thrust for the position being recommended will entail the administration and delivery of the fire department's training program. As a secondary element, providing assistance as may be required to Public Education activities for the department. Overall the position will oversee the Training Division. Because a Fire Department's training program and physical resources are so important to its ability to provide fire protection services to the community, this position will greatly assist management and the volunteer members of the department in providing and ensuring:

- Enhancement of the Volunteer Firefighter training program.
- Providing much needed training program support to each of the station's officers.
- To further the development and implementation of a standardized training program.
- Reduce the risk and liability to the municipality by helping to ensure training requirements are meeting current standards and legislative requirements, including ensuring training meets or exceeds the demands of the Ministry of Labour;
- The development of additional programs specific to the needs of station officers.
- Assist with determining adequacy with standards;
- Opportunity to provide joint training of other City Staff (i.e. WHMIS, Driver Training) thereby reducing training related costs for the City, and to provide assistance with the delivery of public fire safety training.

The addition of this position for the Fire Department will not only take into account the needs of the community and the resources that are required for the fire department to serve the community effectively, but will also relieve the significant demands being placed on our Volunteer Firefighting force. As well, it is being recommended that the current Volunteer Training Officer's position would be phased out by the end of 2015, subject to review by Council.

2. FIRE PROTECTION SERVICES STUDY

The considerations outlined in this business case will greatly enhance the department's ability in managing the fire department more effectively, supports our Master Fire Planning that helps to ensure that the local day-to-day needs are being met, while addressing one important recommendation outlined in the 2013 Fire Underwriters Survey (FUS) report as follows:

- **Recommendation 8 – Develop Training Officer Position**

To further enhance the fire fighter training program it is recommended that a single Training Officer position be developed. The Training Officer can be expected to develop and implement a standardized recruit training and skills maintenance program to be followed by each fire station and each fire fighter. Additional programs can be developed specific to the needs of the station officers so that their leadership skills and knowledge are consistent with the needs of the Fire Department. A Training Officer position can be expected to significantly improve the overall operation and management of the Fire Department. As the Officer develops and implements the training program, the Fire Chief can then focus their attention to other matters relating to the programs such as pre-incident planning, fire prevention inspections, fleet maintenance and replacement, annual budgeting, etc.

It is important to note that the above recommendations, which were graded at a medium importance within the FUS report, are considered to be influential for existing and future fire insurance grades throughout the City. They are also considered to be good engineering practices which depending on the degree to which they may be implemented can help maintain or improve future fire insurance grades. Should Council proceed with the inclusion of this position in the 2015 budget, notification will be made to FUS so that the fire insurance grades can accurately reflect the levels of service being provided.

3. GENERAL PROJECT INFORMATION

Submission Date	<i>January 16, 2015</i>
Requested By	<i>Timothy H. Uttley, Fire Chief/CEMC</i>
Supervisor	<i>Chris Oslund, City Manager</i>
Position Name	<i>Training Officer</i>
Employment Dates	<i>2015 Upon budget approval from Municipal Council</i>
Work Hours	<i>35 Hours per Week</i>
Reports To	<i>Fire Chief</i>
Rate of Pay	<i>Group 8</i>
Salary Range	<i>2014 Salary Range - \$48,668 – \$54,777</i>
Unionized Position	<i>Part of CUPE Local 5014</i>

4. POSITION DESCRIPTION

- See attached job description.

5. TRAINING PLAN

The following would represent the minimum training opportunities that would be provided:

- Health and Safety training, this would also include Workplace Hazardous Material Information System (WHMIS) training which would be provided in-house;
- Enrollment into the Ontario Fire College's Training Officer Diploma Program, including the successful completion of the NFPA 1041 Fire Service Instructor I and II.
- Annual attendance to the Ontario Fire College Training Officer's Seminar.
- Driver Training;
- Training to carry out other responsibilities of the position as may be required.

6. PROJECT NEEDS ANALYSIS

Based on the requirements of the position the following will outline office, equipment requirements and any associated costs which would be included in the 2014 operational budget:

Item	Estimated Cost
Salary/Benefits	\$ 59,686 ¹
Workstation (office, computer)	Office Space to be made available; \$ 1,500.00
Transportation (dedicated vehicle)	\$ 12,000.00 ²
Uniforms	\$1,000.00

¹ Does not include Great West Life Benefits estimated at approximately \$5,000.

² Dedicated vehicle requirements estimated at \$10,000 - \$12,000 annually.

7. BUSINESS CASE APPROVAL

The undersigned acknowledge that they have reviewed the Business Case and agree with the information presented within this document. Changes to this Business Case will be coordinated with, and approved by, the undersigned, or their designated representatives.

Prepared by:

**Reviewed and Submitted for
Council's Consideration by:**

Timothy H. Uttley
Fire Chief/CEMC

Christopher W. Oslund
City Manager



INTERN POSITION REQUEST

BUSINESS CASE

PUBLIC WORKS DEPARTMENT – 2015

ENGINEERING TECHNICIAN

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1.0 EXECUTIVE SUMMARY

This business case will provide an outline for consideration by the City Manager and Council for the hiring of an intern Engineering Technician for the Public Works and Community Growth and Planning Departments for 2015 and 2016.

The main purpose for the position being recommended is for the review and verification of all existing infrastructure and property information and data and that the collection of data to complete any gaps identified is carried out.

Existing data and information has been gathered and compiled in a number of formats from the previous three municipal sources and for the most part is dated. In order to fill in the data gaps identified through CGIS and during the creation of the Asset Management Plan (AMP) a complete review of the accuracy and content must be completed.

Secondary to this work will be the implementation of the use of Municipal Data Works software that is supported by the Ontario Good Roads Association and available to its members. Recently, the City has been included in a “pilot” project that has led to much of our roads network being input into the software for demonstration purposes. All other asset groups can be included in the data portion of the software to generate reports in a myriad of ways to identify priorities in rehabilitation or replacement activities.

Through the verification and data collection process, roads, sewer and water needs studies that will include, and not be limited to, the use of equipment that was obtained through the CGIS funding program to quantify and evaluate the conditions of a number of asset categories included in the Asset Management Plan would also be completed.

Based on staffs understanding of the need for the City to develop the Asset Management Plan, future funding from senior level governments will be determined on the “needs” identified in the Plan. We anticipate that through the hiring of a more computer / technology comfortable civil engineering / technical candidate, much of the information can be verified and information gaps filled with minimal disruption to the day to day tasks of our existing full time staff.

This project will assist the City by providing:

- accurate, up-to-date inventory information for the City’s Asset Management Plan and Municipal Data Works program;
- assistance in assessing / verifying the current state of the infrastructure (roads, bridges, water, sanitary sewer, storm sewer, fleet and facilities);
- assistance in defining and measuring the desired level of service for the various components in the City’s infrastructure;

- assistance in the meeting the City's defined Asset Management Strategy; and
- vital information to update the City's needs, which will be used to identify short and long range priorities for maintenance and rehabilitation projects.

Eventually, the information gathered and confirmed will assist in future updates of the Asset Management Plan and refining the Financial Strategies for the operation, maintenance and replacement / rehabilitation of the infrastructure and assets.

2.0 INTRODUCTION

In August 2012 the Ontario provincial government announced funding assistance for municipalities to develop Asset Management Plans that will in turn be used for consideration in future funding requests.

While the City had a wide array of information in various formats, it has long been the goal of the amalgamated City, to develop a more complete and up-to-date inventory of the infrastructure that exists in the three separate areas of the municipality. To date this had not been completed and the information gaps became very clear during the creation of the Asset Management Plan.

Should the hiring be approved, the Engineering Technician Intern would assist all departments with confirming the inventory and condition of all infrastructure that has been included in the Asset Management Plan, as well as coordinating and standardizing the format in which the inventory will be recorded and maintained on a go forward basis. This component of the Asset Management Plan will be most important for future planning and budgeting purposes.

Likewise, the maintenance of the CGIS data is vital to most departments within the City particularly Public Works and Community Growth and Planning, where staff use the information on a daily basis for the purposes of providing information to the public regarding opportunities for building, planning, and economic development. As the Public Works Department moves towards integrating the use of **Municipal Data Works** into the operation and maintenance of the City's infrastructure, accurate data will be required.

3.0 GENERAL PROJECT INFORMATION

Submission Date:	<i>February 10, 2015</i>
Requested By:	<i>Douglas Walsh, Director – Public Works Karen Beauchamp, Director – Community Growth & Planning</i>
Supervisor:	<i>Chris Oslund, City Manager</i>
Position Name:	<i>Engineering Technician Intern</i>
Employment Dates:	<i>April 1st, 2015</i>
Work Hours:	<i>35 Hours per Week (flex hours as required)</i>
Reports To:	<i>Compliance Coordinator</i>
Rate of Pay:	<i>\$20/Hr.*</i>
Unionize Position:	<i>Intern Position</i>
	<i>* Pension and Benefits not applicable</i>

3.1 POSITION DESCRIPTION

Goals/Scope (General)

The general goals and scope for the position would include the following:

- Coordinate the collection, verification and maintenance of all pertinent information/data related to municipal infrastructure;
- Refine, enhance or develop an inventory system that will accurately reflect the information to be reported/recorded and tracked for current and future use;
- Entry of data in a manner that can be manipulated and updated as required;
- Complete an accurate inventory of all infrastructure to be included in the comprehensive Asset Management Plan and Municipal Data Works;
- Initiate the gathering of data to be used in updating the Roads, Water and Sewer Needs Studies;
- Maintenance of the data and infrastructure information contained on CGIS;
- Maintenance of the 911 numbering system as well as the Entrance and Municipal Servicing permitting process;
- Co-ordination of Ontario One Call locate requests received by City.

Required Knowledge, Abilities and Skills

The general required knowledge, abilities and skills for this position would include the following:

- Knowledge of computer systems including practical experience in the operation of various software and office systems;
- Good verbal and written communication skills;
- Keyboard skills;
- Ability to deal effectively with people at all levels;
- Ability to work independently and with minimal supervision;
- Must have a minimum valid Class G Driver's License.

4.0 EDUCATIONAL REQUIREMENTS

The following represents the minimum qualifications for the position:

- Completion of an Engineering Technician or Technologist Program at an accredited Community College or post-secondary institute.

5.0 TRAINING PLAN

The following would represent the minimum training opportunities that would be provided:

- Health and Safety training, including Workplace Hazardous Material Information System (WHMIS) training, Accessible Customer Service and Integrated Accessibility Standard Regulation training which could be provided in-house;
- Introduction to the Asset Management Plan concept and familiarization of the candidate with current information and data on City infrastructure / assets;
- Training by the Chief Building Official to familiarize the incumbent with the 911 numbering system
- Training by the Technical and Environmental Compliance Coordinator and the Superintendent of Transportation regarding the municipal permitting process for entrances and water and sanitary sewer service connections as well as compliance with the City's sewerage use by-law;

- Training by CGIS for operation of the GIS Mapping system, uploading information to the system, and making corrections to parcel fabric and other property information;
- Training by OGRA staff for the operation of the Municipal Data Works software system, uploading information to the system, creating new layer (data inventories) and making corrections;
- Training by the Environmental Superintendent to familiarize the incumbent with the Ontario One Call system and locating procedures;
- Driver training and fuel systems handling policy.

6.0 PROJECT NEEDS ANALYSIS

Based on the requirements of the position the following will outline office, equipment requirements and any associated costs which would be included in the 2015 operational budget:

Equipment Required	Estimated Cost
Personal Protective Equipment	\$500.00
Workstation / Equipment	Cubical / workstation available Computer c/w MS Office and AutoCAD may be required \$1500.00
Transportation As May Be Required	Use of Existing City Vehicles
Training/Other Costs	\$500.00

7.0 BUSINESS CASE APPROVAL

The undersigned acknowledge that they have reviewed the Engineering Technician Intern Business Case and agree with the information presented within this document. Changes to this Business Case will be coordinated with, and approved by, the undersigned, or their designated representatives.

Prepared by:

Reviewed by:

Reviewed and Submitted for
Council's Consideration by:

D. Walsh, CET
Director of Public Works

K. Beauchamp, MCIP, RPP, CMO
Director of Comm. Growth
and Planning

C. W. Oslund
City Manager