

CORPORATION OF THE NATION MUNICIPALITY

BY-LAW NO. 23-2025

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A SERVICE CONTRACT AGREEMENT BETWEEN THE CORPORATION OF THE NATION AND MIKES'S WASTE DISPOSAL INC. FOR THE COLLECTION AND TRANSPORTATION OF NON-HAZARDOUS WASTE.

WHEREAS *Subsection 8(1) of the Municipal Act, 2001, S.O. 2001, Chapter 25* provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable it to govern its affairs as it considers appropriate and to enhance its ability to respond to municipal issues;

AND WHEREAS *Section 9 of the Municipal Act* provides that 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 *Subsection 10(2) of the Municipal Act, 2001, S.O. 2001, Chapter 25* states that A single-tier municipality may pass by-laws respecting the following matters: the economic, social, and environmental well-being of the municipality, including respecting climate change; health, safety, and well-being of persons;

AND WHEREAS *paragraph 3 of Subsection 11(3) of the Municipal Act* states that a lower-tier municipality may pass by-laws, subject to the rules set out in Subsection (3), respecting waste management;

AND WHEREAS The Corporation of The Nation Municipality deems it necessary and appropriate to enter into an agreement with Mike's Waste Disposal Inc. for the collection and transportation of non-hazardous solid waste;

NOW THEREFORE, the Council of the Corporation of The Nation Municipality hereby enacts as follows:

1. **THAT** a Services Agreement, identified as **Schedule "A"** attached hereto and forming part of this By-law, for the collection and transportation of non-hazardous solid waste, be authorized and is hereby approved;
2. **THAT** the Mayor and the Clerk are hereby authorized to execute the said Agreement;
3. **THAT:** the Agreement shall commence on **January 1st, 2026**, and remain in effect until **December 31st, 2030**, unless terminated earlier in accordance with the terms of the agreement.
4. **THAT** any by-laws or provisions inconsistent with this by-law are hereby repealed.
5. **THAT** this by-law shall come into force and take effect on the date of its passing.

READ A FIRST, SECOND AND THIRD TIME AND PASSED IN OPEN COUNCIL THIS 24TH DAY OF MARCH 2025.

Francis Brière, Mayor

Aimée Roy, Clerk

SEAL

SCHEDULE "A" TO BY-LAW 23-2025

WASTE COLLECTION SERVICES AGREEMENT

THIS AGREEMENT made in duplicate the ____ day of _____, 2025.

BETWEEN: **THE CORPORATION OF THE NATION MUNICIPALITY**
 (hereinafter referred to as the "Municipality")
 of the FIRST PART

- **and** -

MIKE WASTE DISPOSAL INC.
 (hereinafter referred to as the "Contractor")
 of the SECOND PART

WHEREAS the Municipality requires the collection, transportation, and disposal of non-hazardous solid waste:

AND WHEREAS the Contractor has provided these services since 2006, and the Municipality is satisfied with the quality of services provided and wishes to update the contractual terms to reflect current requirements;

AND WHEREAS the Municipality has entered into a separate agreement with GFL Environmental Inc. for the disposal of said waste;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1 DEFINITIONS

1.1 For the purpose of this Agreement, the following definitions shall apply:

- 1.1.1 **"Agreement"** – means this Waste Collection Services Agreement, including all schedules, amendments, and appendices attached hereto and forming part hereof.
- 1.1.2 **"Municipality"** – means The Corporation of The Nation Municipality, including its Council, employees, officers, agents, and authorized representatives.
- 1.1.3 **"Contractor"** – means Mike's Waste Disposal Inc., including its employees, agents, subcontractors, and affiliates engaged in providing services under this Agreement.
- 1.1.4 **"Waste"** – means non-hazardous solid waste collected from residential, commercial, and institutional properties within the Collection Area, excluding Recyclable Materials, organic waste, and Hazardous Waste as defined herein.
- 1.1.5 **"Hazardous Waste"** – means any material classified as hazardous under applicable municipal, provincial, or federal environmental legislation and

regulations, including but not limited to toxic, flammable, corrosive, or biohazardous substances.

- 1.1.6 **"Recyclable Materials"** – means any materials designated by the Municipality as part of its recycling program, including but not limited to paper, cardboard, specified plastics, glass, and metal containers.
- 1.1.7 **"Collection Area"** – means the geographical boundaries within which the Contractor shall provide waste collection services as defined by the Municipality and may be amended from time to time with written notice to the Contractor.
- 1.1.8 **"Container"** means a reusable galvanized metal or plastic receptacle with a maximum capacity of 28 imperial gallons (125 liters), equipped with carrying handles and a watertight lid that shall be securely attached when placed for collection.
- 1.1.9 **"Bag"** means a polyethylene plastic bag measuring not more than 30" x 38" (76 cm x 96 cm) with a thickness of not less than 1.2 mil gauge, securely fastened and closed at the top when placed for collection.
- 1.1.10 **"Residential Unit"** means any part of a building or structure used, designed, or intended to be used as a domestic establishment in which one or more persons may sleep and that is provided with culinary and sanitary facilities for their exclusive use.
- 1.1.11 **"Multi-Residential Unit"** means a building or structure containing two (2) or more Residential Units.
- 1.1.12 **"Private Road"** means those roads within the Municipality that are not maintained by the Municipality, as identified in Schedule "B" attached hereto and forming parts of this Agreement.
- 1.1.13 **"Tag"** means an official tag or sticker issued by the Municipality upon payment of the applicable fees, to be affixed by residents to the bags of waste placed for collection.
- 1.1.14 **"Non-Compliance Sticker"** means an official sticker issued by the Municipality to the Contractor to be affixed by the Contractor to the non-compliant waste items that cannot be collected under the terms of this Agreement.

2 REPRESENTATIVES

- 2.1 The Municipality hereby designates **Mr. Daniel R. Desforbes** as the "Project Manager" who shall act as the authorized agent for the Municipality in administering this Agreement. All correspondence, reports, notifications, and other information required to be submitted to the Municipality by the Contractor under this Agreement shall be directed to the Project Manager. Similarly, all correspondence, notifications, approvals, instructions, and communications sent by the Project Manager to the Contractor shall be deemed to be issued on behalf of the Municipality. The Municipality reserves the right to designate a new Project Manager at any time by providing written notice to the Contractor.

- 2.2 The Contractor hereby designates **Mr. Mike Sauvé** as its authorized representative responsible for the execution and administration of this Agreement. The Contractor may designate another representative to act as its agent by providing prior written notice to the Municipality.

3 TERM OF AGREEMENT

- 3.1 This Agreement shall commence on **January 1, 2026** (the "Effective Date"), and the Contractor shall begin service operations in accordance with the terms and conditions outlined herein on that date.
- 3.2 The initial term of this Agreement shall be for a fixed period of **five (5) years**, concluding on **December 31, 2031** (the "Initial Term"), unless extended or terminated earlier in accordance with the provisions set forth in this Agreement.
- 3.3 At the sole discretion of the Municipality, and subject to mutual written agreement between the Parties, this Agreement may be extended for an additional term (the "Extension Term"). Any such extension shall be formalized through a written amendment to this Agreement. The terms and conditions for renewal, including any adjustments to fees, service levels, performance standards, and other contractual obligations, shall be negotiated and finalized no later than **three hundred and sixty-five (365) days** prior to the expiration of the Initial Term. In the absence of a formal extension agreement executed by both Parties, this Agreement shall expire at the end of the Initial Term.

4 SCOPE OF SERVICES

- 4.1 The Contractor shall provide comprehensive waste collection service throughout The Municipality in accordance with the provisions of this Agreement. Specifically, the Contractor shall collect and dispose of waste from all residential units once per week according to the fixed collection schedule established in Schedule "C" attached hereto.
- 4.2 The waste collection services shall comply with the Municipality's Waste Management By-Law in effect during the term of this Agreement, which currently establishes a curbside user-pay system with a maximum limit of two (2) garbage containers or bags per residential unit per week.
- 4.3 All waste collected by the Contractor under this Agreement shall be transported to the GFL Environmental Inc. Landfill Site located at 17125 Lafleche Road, Moose Creek, Ontario K0C 1W0, during its normal operating hours (Monday to Friday from 7:00 a.m. until 5:00 p.m., and Saturday from 8:00 a.m. until 2:00 p.m.).
- 4.4 Under no circumstances shall the Contractor dispose of waste at the landfill without site personnel being present, nor shall the Contractor retain collected waste in collection vehicles overnight for disposal the following day, except in cases of force majeure as defined in Section 23 of this Agreement.
- 4.5 The Contractor shall utilize compactor vehicles (commonly known as "packer trucks") for the collection of waste under this Agreement. The Contractor may temporarily substitute an open-type truck for reasonable periods when a packer truck is undergoing minor repairs.

- 4.6 All vehicles used by the Contractor in the performance of this Agreement shall be clearly identified with the Contractor's name and contact information, shall be maintained in good working condition, and shall comply with all applicable safety and environmental regulations.

5 COMPENSATION AND PAYMENT

- 5.1 **Fixed Pricing Structure:** The Municipality shall compensate the Contractor at a fixed rate of one hundred and four dollars (\$104.00) per stop per year for waste collection services, effective January 1, 2026.
- 5.2 **Annual Price Adjustment:** The compensation rate shall be subject to an annual increase of one and three-quarters percent (1.75%), applied on January 1 of each subsequent year throughout the Initial Term of this Agreement. The adjusted annual rate shall be calculated based on the previous year's rate plus the applicable percentage increase, as set forth in the following schedule.

PRICE PER STOP PER YEAR – ANNUAL 1.75% INCREASE				
2026	2027	2028	2029	2030
\$104.00	\$105.82	\$107.67	\$109.55	\$111.47

- 5.3 **Adjustment for Property Count Variation:** The Parties acknowledge that the number of assessed properties within the Collection Area may fluctuate during any given year of the Agreement. The Municipality shall conduct an annual reconciliation based on the actual number of serviced stops as of December 31 of each calendar year. Any resulting adjustments to the total annual compensation shall be reflected in the final payment for that calendar year or the first payment of the subsequent year, as determined by the Municipality.
- 5.4 **Fuel Surcharge Mechanism:** A fuel surcharge adjustment shall be applied based on documented fluctuations in diesel fuel prices above the established baseline. The base fuel price is established at **one dollar and fifty cents (\$1.50)** per liter (retail price at the pump, inclusive of all applicable taxes). When the average monthly fuel price exceeds this threshold, the Contractor may submit a request for additional compensation, calculated according with in accordance with a mutually agreed formula. The Contractor shall provide supporting documentation of actual fuel purchases with any request for fuel surcharge adjustments.
- 5.5 **Payment Terms:** The Contractor shall submit detailed invoices to the Municipality on a monthly basis, detailing the number of stops serviced during the billing period. The Municipality shall process payment within thirty (30) calendar days of receipt of a complete and accurate invoice. All payments shall be made in Canadian dollars.
- 5.6 **Additional Services:** Any services requested by the Municipality that fall outside the scope of regular waste collection as defined in this Agreement shall be subject to prior written approval by the Municipality. Compensation for such additional services shall be based on a fee structure mutually agreed upon in writing prior to the commencement of said services.

6 LOCATION AND LIMITATION OF WASTE COLLECTION

- 6.1 All waste bags, containers, or bundles to be collected under this Agreement shall be placed at the curb of a public street directly in front of or adjacent to the residential establishment at which the waste is generated. Where is not feasible due to property configuration or access limitations, the Project Manager shall have the authority to designate an alternative collection location. In all circumstances, waste placed for collection shall not: a) Obstruct or impede municipal maintenance operations; b) Impede vehicular or pedestrian traffic; c) Obstruct the traveled portion of any roadway; d) Block public sidewalks or other public access ways; or e) Create a public safety hazard. Water-soaked, broken, or otherwise compromised containers or bags shall not be collected by the Contractor. Such items must be repackaged or otherwise disposed of by the occupant, owner, or person responsible for the property.
- 6.2 Units are not required to use rigid containers for waste collection; however, all waste must be properly contained in accordance with the definitions provided in Section 1 of this Agreement. In accordance with the Municipality's curbside user-pay system, each unit is limited to two (2) garbage container or bag per collection day per week.
- 6.3 Any subsequent bag set out for collection must have a visible Tag affixed purchased from the Municipality permitting additional bags. Additional waste items without a properly affixed valid Tag shall not be collected and shall be left at the curb with a non-compliance sticker applied by the Contractor.
- 6.4 The Contractor shall affix non-compliance stickers to all waste items not collected due to non-compliance with this Agreement or applicable by-laws. Each non-compliance sticker shall clearly indicate the specific reason(s) why collection was refused. The Contractor shall maintain a detailed log of non-compliance incidents including the date, time, property address, reason for non-collection and any other relevant information. The Contractor shall submit the log sheets to the Project Manager on a monthly basis.
- 6.5 The maximum allowable weight for any individual waste bag or container shall not exceed twenty-three kilograms (23 kg) or fifty pounds (50 lbs.). Waste bags or containers or bundles exceeding this weight limit may be left uncollected at the discretion of the Contractor, with a non-compliance sticker applied indicating the reason for non-collection.

7 CONTAINERS AND HANDLING

- 7.1 In accordance with the Municipality's Waste Management By-law, approved waste containers are defined as a reusable galvanized metal or plastic receptacles with a maximum capacity of 125 liters (28 imperial gallons), equipped with a secure carrying handles and a watertight lid.
- 7.2 Every occupant of a residential unit and multi-residential unit from which household waste is to be collected shall provide and maintain sufficient approved containers in good repair and sanitary condition to adequately contain all household waste designated for municipal collection.
- 7.3 Following collection, the Contractor shall return all approved containers to approximately the same location from which they were collected, ensuring that no containers are placed on the traveled portion of the roadway. The Contractor shall exercise reasonable care when handling containers and will be liable for damage resulting from negligent handling.

- 7.4 In the event that containers are significantly damaged by the Contractor's personnel or equipment during collection operations, the Contractor shall, at their own expense, replace such containers with receptacles of equal or superior quality prior to the next scheduled collection day, subject to the Project Manager's approval.
- 7.5 The Contractor shall ensure that any waste materials spilled during collection operations are immediately collected and properly disposed of by personnel.

8 HOLIDAY AND COLLECTION

- 8.1 Regular waste collection services shall be conducted from Monday to Friday. Unless otherwise agreed in writing by the Project Manager and the Contractor, no collection shall occur on a designated statutory holiday listed in section 8.2. In such cases, the scheduled collection shall be deferred to the following calendar day. Each subsequent collection within that week shall also shift by one day accordingly.
- 8.2 For the purpose of this Agreement, the following days are recognized as designated Statutory Holidays:
- Christmas Day
Boxing Day
New Year's Day
- 8.3 If two statutory holidays fall within the same calendar week, the collection schedule shall follow the procedure outlined in Section 8.1, with the Contractor also providing collection services on the Saturday of that week.
- 8.4 Any statutory holidays introduced during the term of this Agreement shall be addressed in accordance with the procedures outlined in this section.
- 8.5 Should the Municipality cease to recognize any statutory holiday listed in Section 8.2, the Contractor shall resume regular collection services on that day. The Municipality shall provide the Contractor with reasonable advance written notice of such changes.
- 8.6 The Contractor shall be solely responsible for any additional costs incurred, including overtime wages and additional staffing, required to maintain the standard frequency of service during weeks that include statutory holidays.
- 8.7 In cases where a statutory holiday presents exceptional logistical challenges (e.g., Christmas Day or New Year's Day), the Contractor shall coordinate with the Project Manager to develop an alternative collection schedule that ensures continued service quality. Any such schedule shall be finalized no less than four (4) weeks in advance to allow for timely public notification.
- 8.8 All proposed changes to the waste collection schedule or routes must be submitted in writing to the Project Manager for approval no less than thirty (30) calendar days in advance.

9 ADVERTISING

- 9.1 Upon receiving written approval, The Municipality will be responsible for notifying the public of the approved changes by delivering printed notices (circulars), in both French and English, to all affected households.

10 WEATHER CONDITION

- 10.1 In the event that waste collection cannot be performed on a scheduled day due to adverse weather conditions, the Contractor shall immediately notify the Project Manager. This notification is required to facilitate timely communication with the public. The uncollected waste shall be collected at the earliest possible opportunity once weather conditions permit, unless otherwise directed by the Project Manager. In all cases, the missed collection must be completed no later than the Saturday of the same collection week.

11 PRIVATE ROADS

- 11.1 The Contractor is required to provide collection service to the private maintained roads within the Municipality (see Schedule "B"). Where, for any reason, collection of waste cannot be made from the location, or should the Contractor find any of these private roads impassable for any reason, the Contractor must notify the Project Manager immediately.

12 ROAD CONSTRUCTION

- 12.1 The Contractor shall make reasonable efforts to traverse roads under construction in order to provide collection services, but if the Contractor deems the road impassable, alternative methods for collection will be negotiated by the Contractor and the Project Manager.
- 12.2 If Construction takes place on any Municipality access road that may cause obstruction the Contractor will be notified by the Municipality of the dates that such construction will be taking place, as well as the nature of the construction work being done, when the Municipality is aware of them. By notifying the Contractor in advance of construction projects, the Municipality, and the Contractor will jointly make arrangements for implementing alternative collection methods for the roads under construction that are deemed impassable.
- 12.3 Should the Contractor deem that any road or road allowance is impassable, the Contractor shall notify the Project Manager immediately, so that the public may be informed by the Municipality and alternatives devised jointly by the Municipality and the Contractor.

13 EQUIPMENT / PERSONNEL

- 13.1 The Contractor shall supply and maintain an adequate fleet of vehicles and sufficient personnel to ensure the timely and complete collection of all waste placed at the curb. All drivers must hold valid and appropriate licenses for the vehicles they operate, and all personnel assigned to collection duties must be experienced and properly trained. Contractor personnel shall be neatly and professionally attired in clearly branded company uniforms that identify them as representatives of the Contractor.
- 13.2 The Contractor shall be fully responsible for the maintenance, repair, and operating costs of all equipment used to perform the services under this Agreement. This includes, but is not limited to, costs related to fuel, licensing, insurance, vehicle washing, storage,

and regular servicing. All vehicles and equipment must be kept in a clean condition and in good working order at all times.

- 13.3 The Contractor shall equip all waste collection vehicles and related equipment with fully functioning GPS-AVL (Automatic Vehicle Location) systems, onboard video cameras, associated software, and user manuals necessary for effective operation. All associated costs shall be borne by the Contractor.
- 13.4 The Contractor shall provide the Municipality with secure web-based access to GPS-AVL data via a standard internet browser. The application must be compatible with current versions of Google Chrome, Microsoft Edge, or any other browser specified by the Municipality during the term of the Agreement.
- 13.5 The Contractor shall grant the Project Manager full remote access to the GPS-AVL tracking system and database, including real-time vehicle location, route completion status, and video footage upon request.

14 ADVERTISING ON TRUCKS

- 14.1 No advertising shall be displayed on any collection vehicle without the prior written approval of the Municipality. Notwithstanding the foregoing, the Contractor's company name and logo may be affixed to the collection vehicles, subject to compliance with municipal branding standards, if applicable.
- 14.2 The Contractor shall ensure that the Waste Management System Certificate of Approval number, as issued by the Ontario Ministry of the Environment, Conservation and Parks (MECP), is clearly stenciled or otherwise permanently affixed on all collection vehicles.

15 SPILLS

- 15.1 The Contractor shall be responsible for cleaning up all spillage or loose materials resulting from its operations, including but not limited to those caused by improper handling, broken containers, or animal interference. All clean-ups shall be carried out promptly and to the satisfaction of the Municipality.
- 15.2 The Contractor shall maintain a clean and orderly work environment at all times during the performance of the Work. No waste, debris, or equipment shall be deposited or left on any portion of a public roadway, boulevard, or private property.
- 15.3 Any hydraulic fluid leaks or other spills must be reported to the Municipality immediately. Once an absorbent has been applied and has taken effect, the absorbent material must be removed from the roadway or affected property. If residue remains, the Contractor shall repeat the process until the spill is fully cleaned and the area is left in a clean and tidy condition. Failure to promptly address such spills may result in damage (e.g., to asphalt or other surfaces), for which the Contractor shall be held fully responsible.
- 15.4 Upon completing the spill response and clean-up, the Contractor shall notify the Municipality so that an inspection may be carried out to determine whether any further remedial action is required. At the Municipality's discretion, additional clean-up measures, such as power washing or surface restoration, may be mandated—at the Contractor's expense.

- 15.5 The Contractor shall comply with all applicable environmental legislation, including but not limited to the *Ontario Environmental Protection Act (Sections 15 and 92)* and *Ontario Regulation 675/98 – Classification and Exemption of Spills and Reporting*. All spills must be managed and reported in accordance with these and any other applicable provincial or federal regulations.

16 PERMITS AND LICENSES

- 16.1 The Contractor shall possess and maintain all necessary licenses and approvals issued by the Ministry of the Environment, Conservation and Parks (MECP) for the collection and transportation of waste, including a valid Certificate of Approval (now referred to as an Environmental Compliance Approval) pursuant to the Environmental Protection Act and applicable regulations. A copy of the valid Certificate/Approval shall be provided to the Municipality prior to the commencement of the Work and upon renewal or amendment during the term of the Contract.
- 16.2 The Contractor shall obtain, maintain, and bear the full cost of all other permits, licenses, approvals, and authorizations required by any applicable federal, provincial, or municipal authority in connection with the performance of this Contract.

17 INSURANCE AND LIABILITY

- 17.1 The Contractor shall, at its own expense, obtain and maintain in full force and effect during the term of this Contract, insurance coverage as outlined below, as well as any additional insurance or special coverage required by law or as specified in the special provisions of this Agreement. Proof of such insurance shall be provided to the Municipality prior to commencement of the Work and upon request at any time during the Contract term.
- 17.1.1 *Automobile Insurance:* The Contractor shall maintain automobile fleet insurance with a limit of not less than five million dollars (\$5,000,000.00) per occurrence, covering public liability and property damage. The policy shall include both the Contractor, and the Municipality as named insureds.
- 17.1.2 *General Liability Insurance:* The Contractor shall maintain commercial general liability insurance with a limit of not less than five million dollars (\$5,000,000.00) per occurrence, covering public liability, property damage, and operations. This policy shall also name both the Contractor and the Municipality as insureds.
- 17.1.3 The insurance policies required under this section shall be written to provide full coverage for any liability arising from the Contractor's failure to properly carry out the work specified in this Agreement, including but not limited to activities related to the loading or unloading of vehicles, whether on public or private property, and the operation of both licensed and unlicensed vehicles.
- 17.1.4 In the event any required insurance coverage is cancelled or lapses, the Contractor shall immediately cease operations and shall not resume work until the insurance coverage is reinstated and proof of same is provided to the Municipality. The Contractor shall be liable for any damages or losses incurred by the Municipality as a result of such suspension of operations.

- 17.1.5 All costs associated with the procurement and maintenance of the above-described insurance coverage, as well as any additional or special insurance required, shall be considered incidental to the work and no additional compensation shall be paid by the Municipality.
- 17.2 The Contractor shall indemnify and hold harmless the Municipality, including its officers, employees, servants, agents, and representatives, from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, or proceedings of any kind arising out of or in connection with the execution, non-execution, or improper execution of the Work under this Agreement.

18 WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

- 18.1 The Contractor shall, at all times, be in full compliance with the *Workplace Safety and Insurance Act*, including the payment of all assessments, premiums, and other compensation required by the Workplace Safety and Insurance Board (WSIB). Should the Contractor fail to make such payments, the Municipality may, at its discretion, remit the outstanding amounts to WSIB and recover the full cost from the Contractor in accordance with this Agreement. At the time of entering into this Agreement, the Contractor shall submit a statutory declaration confirming that all required WSIB payments have been made. The Municipality may, at any time during the term of the Agreement, require additional statutory declarations from the Contractor to confirm continued compliance with WSIB obligations.
- 18.2 Any amounts paid by the Municipality to WSIB on behalf of the Contractor may be deducted from any monies due or becoming due to the Contractor under this or any other contract with the Municipality. Such amounts may also be recovered as a debt from the Contractor or its surety in a court of competent jurisdiction. The Clerk shall have full authority to withhold any progress or final payments to the Contractor if circumstances arise suggesting that such action is advisable, even if the exact amount to be withheld has not yet been determined.

19 ASSIGNMENT OF CONTRACT

- 19.1 The Contractor shall retain full responsibility for the performance of the Work and shall not assign, sublet, or transfer this Agreement, in whole or in part, without the prior written consent of the Municipality. Such consent, if granted, shall not relieve the Contractor of any of its obligations under this Agreement, including but not limited to the proper commencement, execution, and completion of the Work in accordance with all terms and conditions set out herein. All notices, communications, instructions, orders, or legal service issued by the Municipality shall continue to be directed to the Contractor, as if the Contractor were executing the Work directly using its own personnel, equipment, and resources.

20 TERMINATION

- 20.1 This Agreement, including all rights and obligations hereunder, may be terminated by either party upon the occurrence of any of the following events:

- 20.1.1 If the Contractor fails to observe or perform any of the covenants, obligation, or conditions under this Agreement, and such default is not remedied within thirty (30) calendar days of receiving written notice from the Municipality specifying the nature of the default.
- 20.1.2 If any representation or warranty made by the Contractor under this Agreement is found to be materially untrue, inaccurate, or misleading at any time during the term of this Agreement.
- 20.1.3 This Agreement shall automatically terminate without notice if the Contractor:
- Becomes bankrupt or insolvent;
 - Files or is subject to a petition under any legislation relating to bankruptcy or insolvency;
 - Becomes subject to receivership, liquidation, or any similar process;
 - Makes a general assignment for the benefit of creditors; or
 - Has a receiver, manager, or trustee appointed over its assets or is subject to a winding-up order.
- 20.2 Either party may terminate this Agreement without cause by providing ninety (90) calendar days' written notice to the other party. In such cases, the Contractor shall ensure an orderly transition of services and shall cooperate with the Municipality to minimize any disruption to service delivery.
- 20.3 Prior to the effective date of termination, the parties shall engage in the dispute resolution process outlined in **Section 22** of this Agreement. Termination shall not proceed unless and until the dispute resolution process has been exhausted, or sixty (60) calendar days have passed following the expiration of the notice period under Section 20.2, whichever occurs first.
- 20.4 In the event of termination, the Municipality shall pay the Contractor for all services properly rendered up to the effective date of termination, less any applicable deductions, penalties, or amounts owed under the terms of this Agreement.

21 NOTICE

- 21.1 Any notice, demand, request, consent or other communication required or permitted to be given under this Agreement by either the Municipality or the Contractor shall be in writing and shall be delivered in person or sent by registered mail (postage prepaid), or by email with delivery confirmation. In the event of a postal disruption or threatened disruption, all notices shall be delivered by hand during normal business hours to the applicable address. Notices shall be addressed as follows:

a) if to the Contractor:

Mike's Waste Disposal Inc.
2935 Cassburn Rd.
P.O. Box 962
Vankleek Hill, ON, K0B 1R0
613-678-2278
mwdisposal88@gmail.com

b) if to the Municipality:

Daniel R. Desforges
958 Route 500 West
Casselman, ON, K0A 1M0
613-764-5444, ext:222
drdesforges@nationmun.ca

- 21.2 Either party may change its address or contact information for the purposes of this Section by providing written notice to the other party in accordance with the provisions of this Section.
- 21.3 Either party may issue a **Notice of Non-Conformity** in accordance with the terms of Section 20 (Termination) of this Agreement.
- 21.4 The receiving party shall respond to a Notice of Non-Conformity within seven (7) calendar days of receipt.
- 21.5 If the parties are unable to resolve the issue identified in the Notice of Non-Conformity within a reasonable time, the matter shall be addressed in accordance with the dispute resolution process outlined in **Section 22** of this Agreement.

22 DISPUTE RESOLUTION

- 22.1 In the event of a dispute arising between the Contractor and the Municipality concerning any matter related to this Agreement, the Parties shall first make reasonable efforts to resolve the issue through direct negotiation between their respective representatives or legal counsel. The initiating Party shall provide written notice outlining the nature of the dispute and any proposed solutions. Except in cases of emergency, no further dispute resolution proceedings shall be initiated until such negotiation efforts have been reasonably exhausted.
- 22.2 If the dispute remains unresolved within sixty (60) calendar days of the initial written notice, the Parties may, by mutual agreement, appoint an independent and impartial mediator to facilitate further discussions. Mediation shall be scheduled to occur within thirty (30) calendar days of the mediator's appointment. If mediation fails to resolve the dispute, the mediator shall issue a statement indicating that no resolution was reached and shall make no further report unless jointly requested by both Parties.
- 22.3 If the dispute is not resolved through mediation within thirty (30) calendar days, or if the Parties mutually agree to bypass mediation, the matter shall be referred to arbitration before a Board of Arbitration composed of three (3) members:
- One member appointed by the Contractor
 - One member appointed by the Municipality
 - One member appointed jointly by the other two members.
- 22.4 The arbitration shall be conducted in accordance with the provisions of the *Ontario Arbitration Act, 1991*, as amended. The decision of the Board of Arbitration shall be final and binding on both Parties, with no right of appeal except as permitted under applicable law. The costs of the arbitration process shall be allocated between the Parties as determined by the Arbitration Board.

23 FORCE MAJEUR

- 23.1 Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is due to circumstances beyond its reasonable control, including but not limited to: acts of God, natural disasters, severe weather events, war, terrorism, civil disturbances, acts of government, pandemic or epidemic, labour disputes (excluding those involving the affected party's personnel), supply chain disruptions, or power or utility failures (each, a "Force Majeure Event").
- 23.2 The party affected by the Force Majeure Event shall notify the other party in writing as soon as reasonably practicable, detailing the nature, expected duration, and impact of the event on its ability to perform its obligations.
- 23.3 The affected party shall use all reasonable efforts to resume performance as soon as practicable. If the Force Majeure Event continues for more than thirty (30) consecutive days, either party may terminate this Agreement upon providing ten (10) business days' written notice to the other party, without penalty or further obligation, except for the payment of amounts due for services rendered up to the date of termination.

24 ENTIRE AGREEMENT

- 24.1 This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject matter herein. No modification or amendment to this Agreement shall be valid unless made in writing and signed by both Parties.

IN WITNESS WHEREOF the Parties have respectively executed this Agreement, in the manner required by law, by their duly authorized representatives as of the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

MIKE'S WASTE DISPOSAL INC.

THE CORPORATION OF
NATION MUNICIPALITY

Signature
Mike Sauve

Signature
Francis Brière - Mayor

Signature
Witness

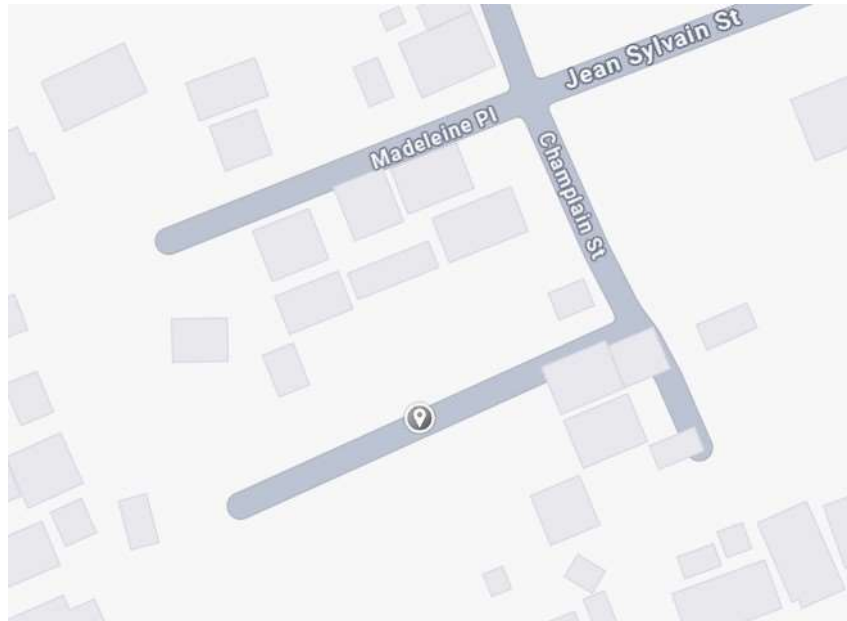
Signature
Aimée Roy – Clerk

SCHEDULE "B" TO BY-LAW 23-2025

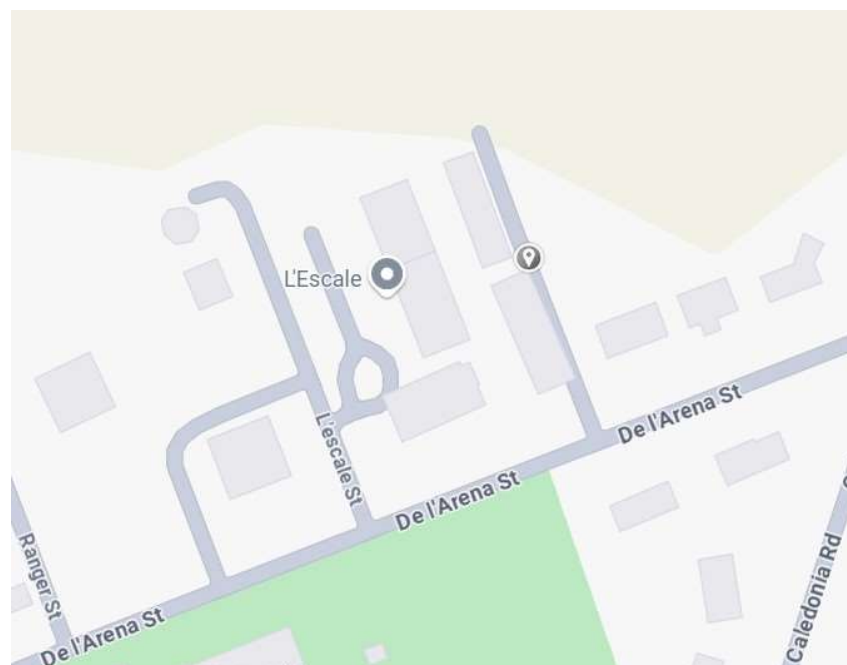
1 PRIVATE ROADS

1.1 For the purpose of this Agreement, the following list indicate private road within the Municipality:

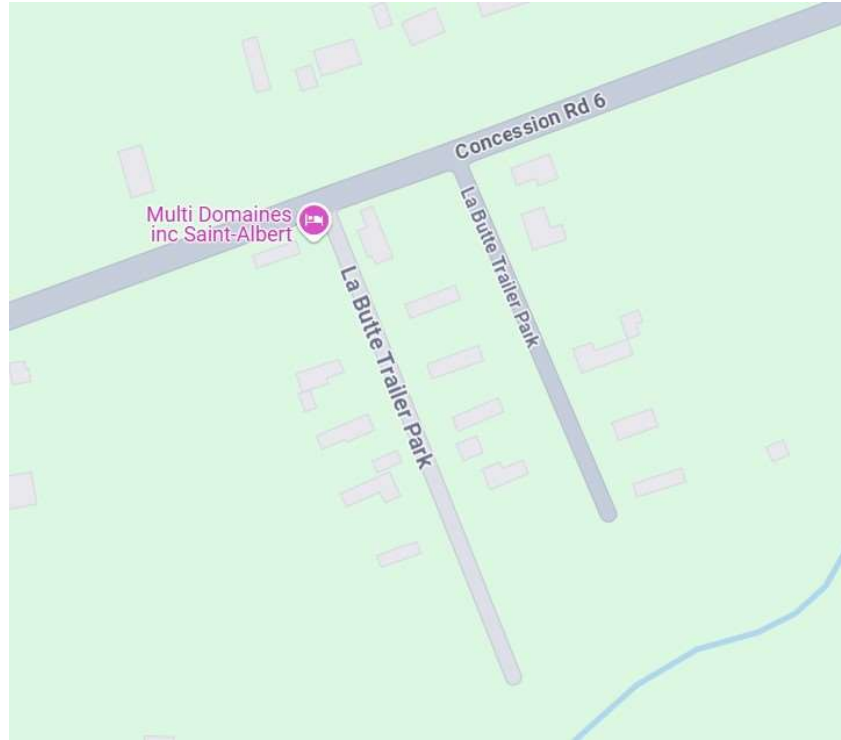
- Perpendicular to Champlain Street in St-Isidore



- Perpendicular to de l'Arena Street in St-Isidore



- Two road off the 600 West in St-Albert



SCHEDULE “C” TO BY-LAW 23-2025

1 COLLECTION SCHEDULE

- 1.1 This schedule will define the weekly waste collection days for all serviced areas. It may include maps, calendar dates, or route numbers as determined by the Municipality.

Monday

- Seguinbourg area
- North of Route 500 West (Rainville Sideroad, Lafontaine Sideroad & Lebrun Sideroad)
- Route 100 East, Route 200 East, Route 300 East, Route 400 East & Route 500 East
- Route 400 West
- Cambridge Forest Estates
- Calypso Street
- All rural area north of Route 500 East and West (except Village of Limoges, Racette Sideroad, Gagnon Sideroad and Des Pins Street)

Tuesday

- South of Route 500 West
- Rural area west of South Nation River
- All of Route 650
- Route 600 East
- Gagne Sideroad
- All of the Village of St-Albert

Wednesday

- All of the former Township of South Plantagenet
- Village of Ste-Rose
- Village of Riceville
- Village of Fournier
- Village of Pendleton

Thursday

- All of the former Township of Caledonia
- Village of St-Bernardin
- Village of St-Isidore
- East of Caledonia Road
- Concession Road 1, 2 & 3 (north of the Alfred Bog)

Friday

- Forest Park
- All of the Village of Limoges
- Racette Sideroad
- Aime Road
- Gagnon Sideroad
- Des Pins Street up to Bertrand Sideroad