

# The Corporation of the Township of Huron-Kinloss



## BY-LAW

### 2021-43

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#### Being a By-law to Enter into a Service Agreement for the Collection of Extruded Polystyrene at the Huron Landfill

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**WHEREAS** the Municipal Act S.O. 2001, c 25, Section 5(1), as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

**AND WHEREAS** the Municipal Act S.O. 2001, c 25, Section 5(3), as amended, provides that a municipal power, including a municipality's capacity rights, powers and privileges under Section 9; shall be exercised by By-Law;

**AND WHEREAS** The Council for the Corporation of the Township of Huron-Kinloss deems it expedient to enter into a service agreement with Second Wind Recycling for the collection of extruded polystyrene at the Huron Landfill in the Township of Huron-Kinloss;

**NOW THEREFORE** the Council of The Corporation of the Township of Huron-Kinloss enacts as follows:

- 1.0 That The Corporation of the Township of Huron-Kinloss Council hereby approves entering into an agreement with Second Wind Recycling in the amount of \$3,800.00 per year plus H.S.T. for the collection of extruded polystyrene at the Huron Landfill in the Township of Huron-Kinloss for one-year.
- 2.0 That the Mayor and Clerk are hereby authorized to sign on behalf of the Council for The Corporation of the Township of Huron-Kinloss, any contracts and other documents required to authorize the agreement to proceed, and to affix the corporate seal of the Township of Huron-Kinloss.
- 3.0 This By-law shall come into full force and effect upon final passage.
- 4.0 This By-law may be cited as the "Extruded Polystyrene Recycling By-Law"

**READ a FIRST and SECOND TIME this 19<sup>th</sup> day of April, 2021.**

**READ a THIRD TIME and FINALLY PASSED this 19<sup>th</sup> day of April, 2021.**

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Mitch Twolan, Mayor

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Emily Dance, Clerk

# Service Agreement

## Mobile Expanded Polystyrene Processing Pilot

*Between*

The Service Provider:

**Second Wind Recycling**

*and*

The Municipality:

**Huron-Kinloss**

1. **Pilot Project:** The Municipality will promote Expanded Polystyrene (EPS) diversion and operate a public drop-off site within the Huron Landfill, in which EPS will be collected and temporally stored.
2. **Service:** On an as required basis, the Service Provider will pre-process (densify) EPS onsite at the Huron Landfill, remove the material from the landfill, and facilitate transportation to a recycling facility.
3. **Term:** The Municipality will participate in the pilot project for a minimum of one year. The Service Provider will provide the service for a minimum of one year.
4. **Exit Clause:** The parties acknowledge that this is a pilot project designed to test new technologies and processes and as such may be discontinued by either party, their estate, authorized representatives and/or assigns prior to the end of the term(s) specified above provided sixty (30) days' notice is delivered to the other party in writing. Following delivery of notice, the parties will be free of all legal responsibilities under this contract beyond the notice period and shall have no claim for damages howsoever caused.
5. **Public Communications:** The Service Provider will, at its own cost, produce a collection point identification sign. The Service Provider will, at its own cost, produce a specification sign, to be placed at the collection point. A digital copy of this sign and each of its components will be given to the Municipality. The Municipality will use its appropriate media to inform the public of the EPS specifications accepted at the depot.
6. **Project Promotion:** The Municipality will, at its own cost, promote the EPS collection project, through its available media channels. Such promotion will commence prior to project launch, following the signing of this agreement, and be ongoing throughout the term of the project. The Service Provider will accept the EPS volume collected without recourse.
7. **Storage Structure:** The Municipality will provide, at its own cost, space in an enclosed structure at the landfill for full collection bags to be stored. The structure will be covered, surfaced, and provide complete shelter from the elements and direct sunlight. The structure will be securely closed nightly to

prevent animal access. The space will have a footprint of at least 300 square feet. The storage structure placement must allow for the Service Provider's truck and trailer to park next to it. The Municipality will be responsible to hold all EPS collected for a minimum of one month, regardless of the storage structures capacity.

8. **Collection Bags:** The Service Provider will provide an initial supply (25) of 2 cubic yard bags for collection of loose EPS. A bag or bags shall be clipped or tied to a wall, fence or similar support so as the bag is accessible and secure for public access. Collection bags shall be located near enough to site staff so as to allow quality controlling. Site staff will communicate with the public to ensure only the specified material is deposited in the collection bags. Full bags shall be removed and replaced in a timely manner. Full bags shall be loose tied and placed in the storage structure. Bags shall be handled with care and reused by both parties as long as possible. Additional bags may be purchased from the Service Provider at a cost of \$5 per bag. Alternative collection methods may be utilized if agreed to by both parties.
9. **Specifications:** The Service Provider will remove only white cushion packaging EPS, free of contaminates, including but not limited to: moisture, food, dirt, tape, stickers, cardboard, metals. The Service Provider reserves the right to reject any EPS pieces with each of its dimensions (L,W,H) shorter than 10 centimetres.
10. **Rejected Material:** Rejected material will remain the property of the Municipality. The Municipality will provide a waste bin, to be placed at the collection point, for the public to dispose of material not meeting specifications. Rejected material from the collection bags will also be placed in this bin by the Service Provider if capacity allows. Larger quantities of rejected material will be disposed of by the Service Provider in an appropriate depot waste bin designated by the Municipality.
11. **Scheduling:** The Service Provider will provide a monthly service visit to remove all collected EPS meeting specifications. Alternative scheduling may be utilized if agreed to by both parties.
12. **Operations:** The Service Provider will be permitted to access the landfill and operate its mobile densification unit within the landfill. The Municipality will allow the Service Operator access to the site during open hours and after hours so long as it conforms to the ECA. For safety and operation efficiency, Municipal employees and the public will not be permitted within two meters of the mobile unit.
13. **Ownership:** Collected EPS becomes the property of the Service Provider upon placement in the collection bags.
14. **Tracking:** A representative of the Municipality will verify and sign off on volume documentation when requested by the Service Provider.
15. **Billing:** The Service Provider will invoice the Municipality monthly instalments for an annual service fee of \$3,800 + HST for post-consumer, residential generated EPS. Large and/or regular industrial, commercial, or institutional EPS drop offs will be disclosed to the Service Provider. Direct servicing of IC&I sources is

possible, or an additional fee to the Municipality will be billed if agreed to by both parties. The Municipality will pay the Service Provider within 30 days of receiving an invoice.

16. **Diversion Report:** The Service Provider will provide an annual EPS diversion report to the Municipality.
17. **Insurance:** The Service Provider will take out and keep in force Commercial General Liability Insurance to the Municipality, for a limit of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000, within any policy year with respect to completed operations. This policy shall name the Municipality as and additional insured and provide thirty (30) days' notice of cancellation and include but not be limited to:
  - (a) Cross-liability and severability of interest
  - (b) Blanket Contractual
  - (c) Products and Completed Operations
  - (d) Premises and Operations Liability
  - (e) Personal Injury Liability
  - (f) Broad Form Property DamageThe Service Provider will take out and keep in force Commercial Automotive Insurance, for a limit of not less than \$2,000,000.

The Service Provider shall, at all times, defend, indemnify and save harmless the Municipality and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, court and arbitration costs, arising out of or resulting from the Service Provider, inclusive of claims made by third parties, or any claims against the Municipality arising from the acts, errors or omissions of the Municipality, its employees, agents, contractors and subcontractors. Such indemnification shall not apply to the extent such claims, damages, losses or expenses are finally determined to result from the Municipality's negligence. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Service Provider, in accordance with this Agreement, and shall survive this Agreement.

18. **WSIB:** The Service Provider agrees to maintain and provide proof of WSIB coverage for the duration of this agreement. The Service Provider agrees to defend, indemnify and save harmless the Municipality from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Service Provider's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Service Provider in accordance with this Agreement, and shall survive this Agreement.
19. **Confidentiality:** The Municipality (staff and council) will not disclose or share any confidential business financial and proprietary operating information about the Service Provider with any third party without the consent of the Service Provider.

20. **Dispute resolution:** The parties will work in good faith to resolve any conflicts arising within the pilot project. Should an agreement fail to be reached, the parties agree to employ the dispute resolution services of a mutually agreed upon negotiator.

The Service Provider: <b>Second Wind Recycling</b>	The Municipality: <b>Huron-Kinloss</b>
Representative:	Representative:
Signature:	Signature:
Date:	Date:
	Representative:
	Signature:
	Date: