

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BYLAW NO. 2014-53

Being a by-law to authorize execution by the Reeve and Clerk of a Service Contract between the Municipality and Waste Management

The Council of The Corporation of the Township of Prince enacts as follows:

1. That the Reeve and Clerk be and they are hereby authorized to execute and affix the Corporate Seal to an Agreement between the municipality and Waste Management, which agreement is attached hereto as Schedule 'A'.
2. Schedule 'A'

That Schedule 'A' forms part of this by-law.

Read three times and passed in open Council on the 9th day of December, 2014.



Reeve, Ken Lamming



Clerk, Peggy Greco



MI Sault Sainte Marie
711 W. Spruce St.
Sault Ste Marie, MI, 49783-1500
(906) 635-5774

WM Agreement # S0005287442
Customer Acct # 123-120
Acct. Name IORP OF TOWN OF PRINCE
SIC 5399
Salesperson Tyler Swieca

Service Agreement Non-Hazardous Waste Service Summary

Billing Information

Name	IORP OF TOWN OF PRINCE	Contact	Peggy Greco	Effective Date	11/1/2014
Address	3042 SECOND LINE W	Telephone #	(705) 779-2992	Last API Date	
City State Zip	SAULT STE MARIE, ON P6A 6K4	Fax #	(705) 779-2725		
County/Parish		Email	pgreco@twp.prince.on.ca		

Monthly Rate

Ref#	Quantity	Equipment	Waste Type	Frequency	Requested Pickup day	Rate
1-1	2	6 Yard FEL Recycling	Recycle Material	1x Per Week	W	\$ 349.10

Conditional (as required) Fees & Charges

Delivery Charge \$ 95.00

TOTAL INITIAL FEES \$ 0.00


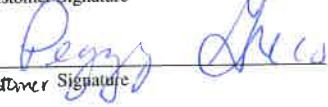
This is not a bill

A Fuel Surcharge, Regulatory Cost Recovery Charge and Environmental Charge calculated as a percentage of the Charge(s), will be included on your invoice. Information about these Charges can be found on our website at www.wm.com under billing inquiry. Federal, Provincial and local taxes, if applicable, will also be added to the Charges. A monthly administrative fee of \$ 4.00 per invoice will be assessed; this fee can be removed by enrolling in paperless statements and automated payments.

If applicable to your account, a Recycle Material Offset (RMO) will appear on your invoice and may vary from month to month based on the recyclable material commodity market conditions. Waste Materials not to exceed an average weight of (100 lbs/yard).

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Contract Term for monthly rate services is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 36 months ('Renewal Term') unless terminated as set forth herein.

	<u>Ken Lamming</u>	<u>Dec. 9, 2014</u>
Customer Signature	Printed Name	Date
	<u>Peggy Greco</u>	<u>Dec 9, 2014</u>
Customer Signature	Printed Name	Date
<hr/>	<hr/>	<hr/>
Company Signature	Printed Name	Date

Please note that our address has changed as follows:

**Prince Township
3042 Second Line West
Prince Township, ON P6A 6K4**

The only change is from Sault Ste. Marie to Prince Township.



Service Agreement Service Summary Continued

Service Location: 3042 SECOND LINE RD W, SAULT STE. MARIE, ON P6A 6K4

Name	CORP OF TOWN OF PRINCE	Contact Name	Brian Evans	Email	pgreco@twp.prince.on.ca
County/Parish		Telephone #	(705) 779-2992	Mobile #	
Customer Comments		Fax #	(705) 779-2725		

Please find enclosed a copy of your current customer information on a service agreement. Please review the information for accuracy and change any information that is incorrect. After signing and dating all three pages of the service agreement, please return in the enclosed self-addressed, stamped envelope or fax to 1-866-242-8943, attention Tyler Swieca. Please keep a copy for your records. If signed and returned by January 1st, a \$75 renewal bonus credit will be applied on your next invoice. For your convenience, you may fax back to 1-866-242-8943. After January 1st, please change the return date to February 15th.

Total Initial Fees For This Location	\$ 0.00	Total Recurring Charges For This Location	\$ 349.10
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COMMERCIAL SERVICES

Quantity	Equipment	Waste Type	Frequency	Requested Pickup day	Attributes	Base Rate
1-1	2	6 Yard FEL Recycling	Recycle Material	1x Per Week	W	WM Owns: 2, No Delivery, \$ 349.10

Recurring Fees/Charges
Container Service Fee \$ 0.00/Month

Conditional (as required) Fees/Charges
 Container Exchange Fee (Per Container) \$ 150.00
 Relocate Fee \$ 85.00
 Removal Fee (Per Container) \$ 150.00
 Trip Charge \$ 37.00
 Extra Pickup Fee \$ 65.90 /Lift
 Delivery Charge (per Container) \$ 95.00



Dec 9, 2014



Dec 9, 2014

THE FOLLOWING TERMS AND CONDITIONS APPLY TO SOLID WASTE AND NON-REBATE RECYCLING SERVICES (INCLUDING PERMANENT, TEMPORARY, COMMERCIAL AND RESIDENTIAL) AS MAY BE PROVIDED BY AFFILIATES AND SUBSIDIARIES OF WASTE MANAGEMENT, INC. ("COMPANY")

THIS IS A LEGALLY BINDING AGREEMENT.

1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Waste Management of Canada Corporation ("Company") the exclusive right, and Company through itself and its subsidiaries and corporate affiliates, shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, provincial, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. TERM. The initial term of this Agreement is the initial period after the Effective Date set forth on the service summary sheet of this Agreement, which shall automatically be extended from time to time thereafter for successive periods equivalent to the period set forth for renewal on the service summary sheet of this Agreement (such initial term as so extended from time to time being referred to as the "Term") unless either party gives to the other party written notice (See Section 10(e)) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term. Notwithstanding the foregoing, in no circumstances will the initial term or any of the successive renewal terms exceed thirty-six (36) months in length.

3. SERVICES GUARANTEE; CUSTOMER TERMINATION. If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 10(e)), Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement.

4. CHARGES; PAYMENTS; ADJUSTMENTS. Upon receipt of an invoice, Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the Charges on the Service Summary, as they may be adjusted over the term of this Agreement as noted herein (the "Charges"). Company reserves the right to increase the Charges payable by Customer during the Term: (a) for any changes to, or differences between, the actual equipment and services provided by Company to Customer as specified on the Service Summary; (b) for any change in the composition of the Waste Materials or if the average weight per yard of Customer's Waste Materials exceeds the amount specified on the Service Summary; (c) for any increase in or other modification to the Company's Fuel Surcharge, Regulatory Cost Recovery Charge, Recycle Material Offset, Environmental Charge, and/or any Fees/Charges outlined in the Service Summary; (d) to cover any increases in disposal and/or third party transportation costs, including fuel surcharges; (e) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, provincial or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters; and (f) no more often than annually from the Effective Date (or if specified on the Service Summary, Customer's Last Annual Price Increase ("API") Date) for increases in the Consumer Price Index plus four percent of the then current Charges. Any increase in Charges enumerated in clauses (a) through (e) above may include an amount for Company's operating or gross profit margin. Company also reserves the right to charge Customer additional fees if the following additional services are provided to Customer: Enclosure Charge, Services on High Demand Days, Pull/Push Out Services, Container Relocation Fee, or Seasonal Restart Fee, or if recycling containers are contaminated. In the event Company adjusts the Charges as provided in this Section 4, the parties agree that this Agreement as so adjusted will continue in full force and effect.

Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late fee, and any Customer cheque returned for insufficient funds is subject to a Non Sufficient Funds fee, both to the maximum extent allowed by applicable law. Customer acknowledges that any late fee charged by the Company is not to be considered as interest on debt, is not a penalty, and is a reasonable charge for late payment. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. If Company reinstates suspended services after receipt of an outstanding balance, Customer shall pay a reactivation fee. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

5. CHANGES. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use it only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and that Company shall not be responsible for any damage to the Customer's pavement or any other surface resulting from the equipment or Company's services.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Term for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: (a) if the remaining Term under this Agreement is six or more months, Customer shall pay the average of its six most recent monthly Charges multiplied by six (or, if the Effective Date is within six months of WM's last invoice date, the average of all monthly Charges); or (b) if the remaining Term under this Agreement is less than six months, Customer shall pay the average of its six most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty.

8. INDEMNITY. The Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save the Company, its parent, subsidiaries, corporate affiliates and their joint venture partners, harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of the Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. NO CLASS ACTION, WITH RESPECT TO ANY MATTER PERTAINING TO THIS SERVICE AGREEMENT, NEITHER CUSTOMER NOR COMPANY SHALL JOIN OR CONSOLIDATE CLAIMS BY, OR AGAINST, OTHER CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OF OR IN A CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

10. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same services, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the province in which the services are provided. (e) All written notification to Company required by this Agreement shall be by registered mail. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs. (h) Customer may, in good faith, dispute the correctness of any invoice, or any adjustment to an invoice related to the Services or adjust any invoice for any arithmetic or computational error, within twelve (12) months of the date of the invoice or adjustment. Any dispute with respect to an invoice is waived unless Company receives notice under this section within twelve (12) months after the date of the invoice or any specific adjustment to the invoice is made. (i) Any reference to tons or imperial tons on the Service Summary of this Agreement will be deemed in Canada to be a reference to metric tonnes.





