Municipality of Yarmouth

Request For Proposals

Provision of Curb-Side Collection and Transportation of Source Separated Solid Waste

January 2020

Municipality of the District of Yarmouth
932 Highway #1
Hebron, N.S., B5A 5Z5
Telephone (902) 742-7159
Fax (902) 742-3164
PART ONE – GENERAL PROVISIONS

PART TWO - SPECIFICATIONS

PART THREE – FORM OF TENDER

APPENDICES
PART ONE – GENERAL PROVISIONS

1. SCOPE OF WORK

In general the Municipality of Yarmouth is approximately 586 square kilometers. The population as per the last census information, Stats Canada 2016, is listed as 9,845 people. There are approximately 5,482 dwelling units as per the 2019 Provincial Assessment Roll, of which we estimate that approximately 700 are seasonal dwellings.

The Contractor shall do all the works and furnish all plant, equipment, personnel and materials in accordance with the Municipal requirements.

2. WORK SCHEDULE AND PRICING

This contract will commence from April 1, 2020 and continue for a term of 60 months, ending March 31, 2025.

Collection is not to commence before 6:00 am daily, and all scheduled routes are to be completed by 5 pm. A maps outlining the general configuration of the road network in the Municipality is included in this document, attached as Appendix E. A list of roads, public and municipal, is provided in Appendices D-1 and D-2.

Upon award of Contract, the Contractor will submit the complete collection schedule showing truck routes on collection days in each area. Over the life of the Contract, the CAO for the Municipality of Yarmouth will accept and review requests from the Contractor for route adjustments.

Tender prices will be based on the current collection schedule, except for white metals, which schedule will be set at the discretion of the Contractor, subject to CAO approval.

The Municipality wishes to obtain pricing for the provision of a bi-weekly collection of residual garbage and organics, whereby these two waste streams are collected on the same days on alternate weeks; as well as the weekly collection of recyclables. Further, the Municipality will be moving away from the traditional spring/fall clean-up routine. The Municipality wishes to have bulky household materials, except white metals, collected bi-weekly on the same schedule as residual garbage. White metals will be collected once per month, only in the months of April to
December inclusive.

3. **INFORMATION ON SITE(S)**

Contractors shall have familiarized themselves with the areas of the proposed work, inform themselves of all local conditions, and ensure allowances in their Tenders for conditions and limitations as they affect the carrying out of the work. The number of Serviced Units for which collection services are to be provided is an estimate only and may vary as conditions arise. No adjustment in prices shall be made after award of Contract by reason of Proponents' lack of knowledge of all conditions.

4. **EMPLOYEES**

The Contractor shall, at all times, enforce strict discipline and good order among his employees, and shall seek to avoid employing any unfit person or anyone not skilled in the work assigned to him. Curb-side collection and transportation of source-separated solid waste is a public service, paid for by the public, and the Contractor must ensure that his employees provide this service in a courteous manner, and that all dealings with the public and the Municipality are carried out in a like, courteous manner.

5. **WORK CONDITIONS**

Contractor is to supply the designated personal protective equipment to meet the requirements of the Occupational Health & Safety Act and the Workplace Health and Safety Regulations of the Province of Nova Scotia.

6. **GENERAL EQUIPMENT REQUIREMENTS**

Prior to award of Tender, the CAO for the Municipality of Yarmouth shall make judgement as to the adequacy of the equipment proposed to be used by the prospective Contractor. After award, decisions regarding changes in allocation of equipment are generally the responsibility of the Contractor. However, if the CAO for the Municipality of Yarmouth is of the opinion that adequate equipment is not available on site(s) for performance of the work, he/she may order that additional and/or adequate equipment be supplied.

7. **PERMITS AND REGULATIONS**

The Contractor shall comply with all Federal, Provincial and Municipal laws, regulations,
ordinances and by-laws as applicable to the work performed under this Contract. The Contractor shall secure and pay for all licenses and permits which he may require to comply fully with laws, regulations, ordinances and by-laws of the proper public authorities, in connection with the performance of his work.

8. **AUTHORITY OF CAO FOR THE MUNICIPALITY OF YARMOUTH**

The execution of the work shall be carried out to the satisfaction of the CAO for the Municipality of Yarmouth.

The CAO for the Municipality of Yarmouth or a designated representative shall, at all times have access to the work whenever it is in progress for purposes of inspection.

The CAO for the Municipality of Yarmouth or a designated representative shall have full authority to examine, inspect, approve or reject equipment and methods of procedure and workmanship.

The CAO for the Municipality of Yarmouth or a designated representative shall have authority to be an occasional passenger in the Contractor's collection equipment for the purposes of inspection or performance of surveys.

9. **CONTRACTOR AVAILIBILITY**

The Contractor or a designate, shall be available during normal working hours by phone to deal with complaints or other matters as they may arise.

10. **CHANGES IN THE WORK**

The Municipality, without invalidating the Contract, may order additions to, or deductions from, the work; the contract sum being adjusted accordingly. Any claims for extra cost caused hereby shall be mutually agreed upon and adjusted at the time of ordering such change.

11. **CLAIMS FOR EXTRA COST**

If the Contractor claims that any instructions issued after the date of the Contract involve extra cost, he shall give the CAO for the Municipality of Yarmouth written notice thereof, within seven (7) days after the receipt of such instructions along with calculations of additional costs to be incurred. No such claims shall be valid unless so made.
12. DEDUCTIONS FOR UNCORRECTED WORK

The CAO for the Municipality of Yarmouth may deem it to be in the best interest of the Municipality to make an appropriate deduction in the Contractor's payment where work does not comply with the Contract.

Appropriate deductions shall be made in the case of failure of the Contractor to provide the scheduled collection services in an Area on the appropriately scheduled day, except in the case where valid reasons have been provided and agreed to by the CAO for the Municipality of Yarmouth.

13. THE MUNICIPALITY'S RIGHT TO SUSPEND WORK

The Municipality may, at any time, suspend the work, or any part thereof, by giving notice to the Contractor in writing. The Contractor shall not be entitled by reason of the Municipality’s suspension order to any additional payment, claim for loss of profit or anticipated profit or damages. The Municipality shall reimburse the Contractor for expenses incurred during such suspension, where the suspension was not the result of improper action of the Contractor.

14. THE MUNICIPALITY'S RIGHT TO TERMINATE CONTRACT

If the Contractor will be adjudged bankrupt; or
If he should make a general assignment for the benefit of his creditors; or
If a receiver should be appointed on account of his insolvency; or
If he should fail, except in cases for which extensions of time are provided, to supply enough properly skilled workmen or proper equipment or materials to complete the work; or
If he should fail to make prompt payments to Sub-contractors or for equipment, materials or labour; or
If he should persistently disregard laws, regulations, ordinances or by-laws, whether they be Federal, Provincial or Municipal, or the instructions of the CAO for the Municipality of Yarmouth; or
If he should fail to obtain and maintain all necessary licenses and permits; or
If he should retain materials for his benefit, or for the benefit of his employees as per Part One, Section Sixteen; or
If he should fail to effect and keep in force the insurance coverage outlined in Part One, Section
Eighteen; or
If he should collect Residuals, Organics, bulky household materials or Recyclables from Non-serviced Units and include these materials in loads exempt of Tipping Fees pursuant to this Contract as per the Specifications, Part Two, Section Twelve; or
If he should otherwise be guilty of a substantial violation of any provisions of the Contract; or
If any of the equipment of the Contractor is declared to be unfit for the use intended under the provisions of the contract;

Then the Municipality may request in writing that corrective action be taken.

If the default cannot be corrected because of its nature, then the Municipality, upon the written notice of the CAO for the Municipality of Yarmouth that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor at least seven (7) days written notice, terminate the employment of the Contractor and complete the work by whatever method he may deem expedient. In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expenses shall exceed such unpaid balance, the Contractor shall pay the difference to the Municipality.

Where the Contract has been terminated by the Municipality, said termination shall not affect or terminate any of the rights of the Municipality against the Contractor or his surety (performance bond) then existing or which may thereafter occur because of such default. Any retention or payment of monies by the Municipality due to the Contractor, under the terms of the Contract, shall not release the Contractor or his surety from liability for his default.

15. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the CAO for the Municipality of Yarmouth should fail to issue any payment within thirty (30) days after it is due, or if the Municipality should fail to pay the Contractor within thirty (30) days of its maturity and presentation any sum certified by the CAO for the Municipality of Yarmouth, then the Contractor may, upon seven (7) days written notice to the Municipality and the CAO for the Municipality of Yarmouth, stop work and upon a further seven (7) days, if no action has been taken by the Municipality to pay the Contractor, terminate this Contract and recover from the
Municipality payment for all work executed under the contract.

16. RIGHTS OF MATERIALS

Materials placed for collection under the terms of this Contract are the property of the Municipality once it is collected by Contractor. The Contractor, his employees and agents shall not retain for their benefit any of the materials collected from Serviced Units pursuant to this Contract but shall promptly transport the materials to the designated Receiving Facility(s).

17. INDEMNITY

The Supplier shall defend, indemnify and save harmless the MUNICIPALITY OF THE DISTRICT OF YARMOUTH its elected officials, officers, employees and agents 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, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.

The Supplier agrees to defend, indemnify and save harmless the MUNICIPALITY OF THE DISTRICT OF YARMOUTH 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 Supplier’s status with WCB. This indemnity shall be in addition to and not in lieu of any proof of WCB status and compliance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.

18. INSURANCE

Commercial General Liability Insurance

Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Nova Scotia, for a limit of not less than $5,000,000.00 per occurrence, an aggregate limit of not less than $5,000,000.00, within any policy year with respect to completed operations and a deductible of not more than $5,000.00. The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. This policy shall include but not be limited to:
(a) Name the Municipality as an additional insured  
(b) Cross-liability and severability of interest  
(c) Blanket Contractual  
(d) Products and Completed Operations  
(e) Premises and Operations Liability  
(f) Personal Injury Liability  
(g) Contingent Employers Liability  
(h) Work performed on Behalf of the Named Insured by Sub-Contractors  
(i) Broad Form Property Damage  
(j) The policy shall include 30 days’ notice of cancellation.

Automobile Liability Insurance  
Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Nova Scotia, having an inclusive limit of not less than $5,000,000.00 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Contractor.

Environmental Liability Insurance  
Environmental Liability Insurance to cover injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair, cleanup or restoration of environmental impairment of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and on a gradual release. The policy shall include bodily injury, including sickness, disease, shock, mental anguish, and mental injury. The policy is to be renewed for 3 years after project completion and a Certificate of Insurance evidencing renewal shall be filed with the Municipality. If the policy is to be cancelled or non-renewed for any reason, 90 day notice of said cancellation or non-renewal must be provided to the Municipality. The Municipality has the right to request that an Extended Reporting Endorsement be purchased by the contractor at the contractor's sole expense.

Primary Coverage  
The proponent’s insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

Certificate of Insurance  
The proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement naming the Municipality of the District of Yarmouth additional insured.

19. DAMAGES
If either party to this Contract should suffer injury or damage in any manner because of any wrongful act or neglect of the other party or of anyone employed by him then he shall be reimbursed by the other party for such damage. Notice of pending claim for any such reimbursement must be made in writing to the party liable, within thirty (30) days of the first observance of such damage, and the claim shall be filed and adjusted prior to the time of final payment.

20. PRICES FOR WORK INCLUDING FUEL SURCHARGE ADJUSTMENTS

The Municipality shall pay and the Contractor shall receive the prices stipulated in the Schedule of Prices attached hereto as full compensation for everything furnished and done by the Contractor under this contract.

21. FINAL PAYMENT

The Contractor shall not be entitled to a payment which, in the judgement of the CAO for the Municipality of Yarmouth, shall leave the balance withheld insufficient to complete the work in accordance with the Contract. Final payment shall be made thirty (30) days after the completion of the work, in accordance with the Contract. Also, final payment shall not be made and the Performance Security shall not be returned until the following written certificates have been filed with the CAO for the Municipality of Yarmouth from (as applicable)

1. The Contractor in the form of a Statutory Declaration, signed by an authorized signing officer of the Contractor and duly notarized, stating that all payments resulting from the Contract for which the Contractor is liable have been paid.

2. The Worker's Compensation Board stating that the Contractor has paid all assessments required by the Board in respect to this Contract.

3. The Contractor stating that all claims and demands for extra work or otherwise, under or in connection with this Contract have been presented.

22. ASSIGNMENT

The Contractor shall not assign the Contract, as a whole, or in part, without the written consent of
the Municipality, nor shall the Contractor assign any monies due, or to become due, to him hereunder, without the previous written consent of the Municipality. Assigning the Contract shall not relieve the Contractor or his surety from any contract obligations.

23. **SEPARATE CONTRACTS**

The Municipality reserves the right to award other contracts in connection with the work described herein. The Municipality reserves the right to award complimentary contracts for the collection and transportation of materials.

24. **SUB-CONTRACTORS**

The Contractor shall be fully responsible to the Municipality for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor agrees to employ only those sub-contractors proposed by him in writing and accepted by the Municipality.

The Contractor will supply a list of those sub-contractors, if any, that he intends to use in the execution of the work requirements of this contract.

25. **DECISIONS AND ARBITRATION**

The CAO for the Municipality of Yarmouth shall, upon presentation to him, make prompt decisions in writing on all claims for extra cost of the Contractor, interpretations and claims of the Municipality or the Contractor and all other matters relating to the execution and progress of the work or the interpretation of the Contract.

In the event a dispute arises concerning any matter, the parties agree that any matters outstanding and unresolved pursuant to this Contract shall be resolved by arbitration pursuant to the provisions of the Commercial Arbitration Act of Nova Scotia. The results of any such arbitration shall be final and binding upon the parties. Each party shall bear its own costs of arbitration and the costs of the arbitration and the costs of the arbitrator shall be shared equally, unless the arbitrator otherwise recommends, in which case, the recommendation of the arbitrator shall be
26. EXECUTION

The Contract shall be signed in duplicate by duly authorized signors of the Municipality of Yarmouth; being the Warden and the Chief Administrative officer; and a duly authorized signor of the Contractor.
PART TWO - SPECIFICATIONS

1. SCOPE OF WORK

In general the Municipality of Yarmouth is approximately 586 square kilometers. The population is approximately 9,845 people as per Statistics Canada 2016 Census Information, and has an estimated 5,482 dwelling units, of which it is estimated that approximately 700 of these are seasonal dwelling units.

The materials collected are to be transported and delivered to facilities either owned or contracted by the Western Region Solid Waste Resource Authority or the Municipality of Yarmouth.

Data Table - Material collected from April 2015 to March 2019, 4 year average (numbers are approximate)

<table>
<thead>
<tr>
<th>Material</th>
<th>Metric Tonnes/Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recyclables</td>
<td>525</td>
</tr>
<tr>
<td>Organics</td>
<td>874</td>
</tr>
<tr>
<td>Residuals</td>
<td>1479</td>
</tr>
</tbody>
</table>

Currently, the materials collected are transported and delivered to the Yarmouth Wastepark Facility, the Yarmouth Compost Facility and Scotia Recycling Limited. These delivery locations may be changed by the Municipality at any time during the contract. If the new location is less then 20 km from the old, there will be no additional charges billed to or paid by the Municipality of Yarmouth. Contractors must indicate in their submission a per km fee that will apply should the new delivery location for any collected material be more then 20 km from the current location; for the applicable distance beyond the first 20 kilometres.
The Municipality is currently using a “two bag” recycling system whereby containers (ie: bottles and cans) are placed in a separate bag from fibre products (ie: paper and cardboard), both are placed at curbside in blue bags.

The Municipality wishes to cease the provision of spring/fall clean-up and include the collection of bulky household materials and white metals into a more systematic and regular collection cycle. The Municipality will prepare, release and pay for all costs associated with advertising information related to waste collection scheduling and changes, including the pick of white metals.

The work shall include all labour, plant, equipment, materials, etc., including incidentals, required to provide Curb-side collection and transportation of source-separated solid waste from each Serviced Unit, within the Area and at the times specified.

A map of the Municipality and the road network is provided. **Appendix E.** Proponents are responsible for ensuring that they are completely familiar with the area for which a Tender is submitted. The Municipality is not responsible for the accuracy of information provided on any maps.

The work generally includes the bi-weekly curbside collection of Residuals and Organics, the weekly curbside collection of Recyclables, the bi-weekly curbside collection of household bulky materials, which shall be the same week as residual pick-up, except white metals; and transportation of the materials in the manner, time and to the locations specified herein. Organics are collected from aerated carts intended for use with mechanical lifting devices. White metals will be picked up once per month in the months of April to December inclusive.

The following terms and conditions are to apply:

a. The Collection streams will be divided into four streams, **residuals and bulky household materials, recyclables, organics, white metals.**

b. Procurement and installation of cart lifters suitable for handling organics carts such as those provided by the Western Region Solid Waste Resource Authority will be the responsibility of the Contractor. The requirements for suitable organic cart lifters are provided in Part Two, Section 9. It is the responsibility of the Contractor to ensure that the lifters on his vehicles are of the correct type and are installed properly to prevent damage to the organics carts.

c. The collection of curb-side materials may take place from both sides of the roadway requiring vehicles to travel the same portion of roadway twice. The Contractor will design his routing with all
due regard to occupational health and safety concerns and regulations pursuant to the Motor Vehicle Act.

d. Provisions for special collection events and other special optional collections that may be determined from time to time by the CAO for the Municipality and arranged and negotiated with the Contractor on an ad hoc basis.

2. CUSTOMER DEFINITION

Serviced Unit
The types of properties that shall receive curb-side collection and transportation of source-separated solid waste services under this Contract are:

1. single unit detached residential dwellings including mobile homes;
2. multi-unit dwellings (apartments and condominiums);
3. rowhouse or townhouse dwellings with street or road frontage;
4. tiny homes and tiny home communities;
5. all commercial properties and businesses, at same quantity limits as residential units;
6. all municipally owned roads or operated properties
7. materials from municipally sanctioned beach sweeps and beach clean-ups
8. public drop-offs that are put in place by Western Region Solid Waste-Resource Management Authority or the Municipality or others, for the purpose of providing service for private roads.
   (Where private roads are reasonably well built and maintained, in such a manner so that the contractor can easily and safely enter, collect, turn around, and exit, and when it would make better sense than to pile waste from a number of dwellings on such roads at the side of the intersecting Public Road, the contractor may be required to do so.)
9. mobile home (trailer) parks.

Waste is also to be collected from containers on-site at various public housing developments in the Municipality operated and maintained by the Yarmouth County Housing Authority, including but not necessarily limited to: Sam’s Court, Senior Citizen Complexes in Arcadia, Hebron, Port Maitland, independent living complexes in Hebron.
Non-serviced Units

The types of properties not receiving services under this Contract are all industrial and institutional properties and commercial businesses exceeding the allowable collection limits of residual, recyclable and organic materials; excepting those as listed in (5) above.

3. RECEIVING AND TRANSFER FACILITY(S)

The receiving facilities designated in this Section are the destinations for the haulage, weighing and unloading of the Source-Separated Solid Waste streams. Currently these are:

   a. The Yarmouth Wastepark Facility, located on Hardscratch Road, Yarmouth County, Nova Scotia.
   b. The Yarmouth Compost Facility, located on Hardscratch Road, Yarmouth County Nova Scotia.
   c. Scotia Recycling Limited, located on Forest Street, Town of Yarmouth, NS
   d. Any other facility as may be designated by the Municipality in the future.

4. METHOD OF WORK

   Days and Times of Collection

Unless otherwise provided for in this Contract, the curb-side collection of residuals, recyclables, organics, bulky household materials and white metals shall be accomplished Monday to Thursday inclusive, between the hours of 6:00 am and 5:00 pm. With the possible exception of white metals which will be at the discretion of the Contractor subject to CAO approval. All scheduled routes must be completed on the scheduled day. The contractor is to ensure the proper number of collection vehicles is provided to ensure that work within these time frames can be completed.
Collection shall be conducted at each Serviced Unit provided that the materials and items for pick-up are placed for collection in accordance with these Specifications and the provisions of the Municipal By-law, SOLID WASTE COLLECTION AND DISPOSAL BY-LAW, S-088-19, Appendix B.

5. STORM DAYS

1. If storm conditions warrant total cancellation prior to that day's start of collection services, then the next available weekday or the following Saturday will be the alternate collection day.

2. If storm conditions warrant cancellation after the commencement of that day's collection service, then the following applies:
   a. If 80% of total collection routes have been collected prior to cancellation, then the contractor will not be required to collect on the next available weekday or following Saturday; however, the contractor will be required to accept double collection amounts on the next regularly scheduled collection day.
   b. If less than 80% of total collection routes have not been completed, then the public will be advised that the service is being cancelled and those not collected will be collected on the next available weekday or on the following Saturday.

6. REPORTING

In the event of storm conditions where a collection vehicle is unable to complete its scheduled route in its entirety, then the Contractor is responsible to identify the name of road/street and last civic address collected and provide a report of this information to the CAO for the Municipality of Yarmouth immediately so Municipal personnel can respond to those customer inquiries arising from the cancellation of services.

7. PUBLIC SERVICE ANNOUNCEMENTS

In the event of cancellation of collection services, the Contractor in consultation with the CAO for the Municipality of Yarmouth will make those decisions and the Municipality will prepare and release all public service announcements. All costs associated with public service announcements as a result of cancellation of collection services will be the responsibility of the Contractor.

8. HOLIDAYS
Residuals, recyclables, organics and bulk household materials collection scheduled to occur on designated Federal, Provincial and/or Civic holidays as listed below may be collected on an alternate day if agreed upon by both parties. The schedule of proposed alternate collection days will be provided by the Contractor at the start of each Contract year for review and consideration by the CAO. The normal alternate collection day will be the Saturday nearest to the Holiday. Alternate day collection will not be considered as an extra cost for this Contract. All other holidays shall generally be considered as regular collection days.

### Holidays

- New Year’s Day
- Good Friday
- Remembrance Day
- Christmas Day
- Boxing Day
- Up to two other days that may be designated by the CAO for the Municipality of Yarmouth

#### 9. EQUIPMENT

Prior to award of Contract, the CAO for the Municipality of Yarmouth shall approve the original equipment selected for carrying out the work. The Contractor will determine the original number of collection vehicles that will be supplied to perform the curb-side collection of the various waste streams within the time period prescribed. However, the CAO for the Municipality of Yarmouth reserves the right to instruct the Contractor, at any time after the beginning of the Contractor's operations, to increase the number of collection vehicles to ensure adequate performance within the prescribed time frames. The Contractor will be required to supply whatever additional collection vehicles are necessary to adequately handle special collection services if required (e.g., Spring and Fall Clean-Ups). The CAO for the Municipality of Yarmouth, or a designate, may inspect the Contractor's collection equipment at any time.

The collection vehicles are to be properly constructed and maintained to eliminate the depositing of residuals, recyclables and organics onto the road or street during the performance of the contract. It is the Contractor's responsibility to immediately clean up any debris which falls from the collection vehicles onto the road or street or debris spilled in the process of tipping carts or loading of bags or containers into the vehicle. Moisture content of organics is to be considered in the design and construction of collection vehicles. Liquid shall not be permitted to drain from collection vehicles.

All equipment supplied by the Contractor must be kept clean at all times. All equipment shall be properly washed at least once per week, and more frequently if required.
No advertising may be carried on the Contractor's equipment. The name of the Contractor and business telephone number shall be affixed upon all equipment as well as such other information as may be permitted or requested by the CAO for the Municipality of Yarmouth.

The Contractor is advised that all equipment to be used for curb-side collection under this Contract must have the TARE weight registered with the Municipality. The Contractor will comply with all weighing procedures implemented at each of the Facilities, including inspection of loads, weighing upon entrance to Facilities, and upon exiting the Facilities after unloading, as applicable. On occasion, the CAO for the Municipality of Yarmouth may require that the various three streams of material on the collection vehicle are to be weighed separately.

The equipment shall be painted on a regular basis to maintain an acceptable physical appearance, as required, to the satisfaction of the CAO for the Municipality of Yarmouth.

Vehicles will have affixed identification which will accommodate the necessary recording and accounting system for loads entering the Facilities. Additional hired equipment which may be required to accommodate seasonal increases in materials being collected will also require a similar identification system.

All vehicles supplied in the performance of this Contract shall be equipped with strobe warning lights mounted at the left rear side of the vehicle and be equipped with lighting in such other locations as may be required by any applicable legislation or for safe operation of the vehicle. The lights shall be operated at all times during collection operations.

Collection vehicles must be equipped with appropriate emergency fire extinguishing apparatus, oil-absorbing agents, clean-up equipment for debris spillage including brooms and shovels, and display on rear bumpers or other such prominent location a sign indicating that "THIS VEHICLE MAKES FREQUENT STOPS".

All collection vehicles used under this Contract shall be designed so as to protect the material hauled from the weather and to prevent spillage of material from the vehicles during transport. The design of all collection vehicles shall provide for the complete separation of material streams to avoid cross-contamination.

It is the responsibility of the Contractor to select proper organics cart Lifters and to properly install the Lifters to ensure safe and effective operation and to prevent damage to the Carts. Carts must be emptied into the collection vehicles using Lifters.

In the event that organic carts are damaged due to improper type or poorly maintained and adjusted cart Lifters, or due to improper operation by an employee of the Contractor, associated replacement costs will be the responsibility of the Contractor.
The Contractor will be required to return any organic carts that fall from Lifters into the collection vehicle itself and cannot be removed until that vehicle is offloaded at the facility. Once retrieved, these carts must be returned immediately to the civic address from which they originated.

The Contractor shall ensure that all equipment is duly registered, licensed and has passed all inspections required under any and all applicable laws, regulations, ordinances and by-laws, whether such be Federal, Provincial or Municipal.

All sub-contracted equipment and equipment hired on a temporary basis to be used for this contract must conform to the same requirements of the Contractor's own equipment under this contract with the exception of paint colour scheme requirement.

It is the Contractor's responsibility to provide sufficient, properly equipped vehicles and equipment to meet normal and peak period collection requirements.

10. CURB-SIDE COLLECTION AND TRANSPORTATION OF SOURCE-SEPARATED SOLID WASTE PROCEDURE

The Contractor binds himself to supply the necessary number of curb-side collection vehicles with drivers and other staff sufficient to perform the work in accordance with the contract documents.

Prior to commencing the Contract, the Contractor shall submit to the CAO for the Municipality of Yarmouth, for approval, a detailed collection schedule showing each vehicle route for each scheduled collection day, indicating the starting time and starting point for each vehicle. This schedule will represent the regular collection routine under this contract.

Upon approval of the collection schedule by the CAO for the Municipality of Yarmouth any further change in collection routes and times must be first approved by the CAO for the Municipality of Yarmouth.

All residuals, recyclables, organics and bulk household materials shall be hauled by the Contractor to the Facilities, or any other site designated by the CAO for the Municipality of Yarmouth, subject to the conditions below, and shall be off loaded by the Contractor, as may be required and directed by the receiving Facilities.

If circumstances arise where the Facilities are unable to receive materials, the CAO for the Municipality of Yarmouth will designate an alternate Receiving Facility and the Contractor shall be bound to haul materials to that facility.

11. CHANGE IN LOCATION OF RECEIVING FACILITIES
Should an alternate Facility be designated and the new haulage distance is increased or decreased by less than 20 road kilometres from the existing Facilities, the Contractor will receive only his Tender price to deliver to the existing Facilities, without additional compensation from the Municipality. If it exceeds 20 road kilometres, then the Municipality of Yarmouth will pay an appropriate contract price adjustment based on the excess kilometrage rate submitted in the Tender.

12. TIPPING FEES

The Contractor will not be charged Tipping Fees for items collected from Serviced Units in accordance with the work as defined in this Contract. Equipment to be used for this Contract must not be used for any other work during the time it is used for collection of residuals, recyclables, organics and bulky household materials from Serviced Units.

Mixing of industrial, commercial or institutional residuals, recyclables, organics and bulky materials from properties not serviced under this Contract (Non-serviced Units) into loads exempt of Tipping Fees pursuant to this Contract shall be grounds for termination of the Contract by the Municipality in addition to any and all other legal remedies available.

13. SPECIAL CONDITIONS

The Contractor will be expected to work in a co-operative manner with other private sector contractors providing waste management services to the public, and Municipality and/or Regional Waste Authority personnel carrying out their duties on behalf of the Municipality.

14. CUSTOMER SERVICE COMPLAINTS AND MISSED STOPS

The Contractor shall have in his employ during the whole of the term of this contract, himself and/or a designate, whom will during all working hours, be accessible to receive and address customer service calls from the public, instructions from the CAO for the Municipality of Yarmouth and to process complaints.

All collection vehicles shall be equipped with two-way radios and/or cellular phones for communication.

The Contractor shall agree to address complaints and missed stops on the same working day they occur where reasonably possible and all complaints shall be addressed within twenty-four (24) hours.

The Contractor shall notify the Municipality immediately when the regular daily collection routine is interrupted by weather conditions, equipment malfunctions, etc. with an indication as to the revised routine as a result of the interruption.
15. EDUCATION STICKERS

If any materials are not collected from a Serviced Unit because the materials do not comply with the terms and conditions of the Municipal By-Law and Policies then the Contractor shall affix an education sticker on the material left behind stating the reason for rejection. Education stickers shall be provided by the Western Region Solid Waste Resource Authority. Contractors shall keep a record of Serviced Units where materials were rejected and education stickers applied. This record shall be forwarded weekly to the Municipality and Authority. The Contractor shall not, in any case, leave materials at the curb during a collection service without applying an education sticker indicating clearly why materials were left.

Western Region Solid Waste-Resource Management Authority has developed policies in respect to educational stickers and these policies will be discussed with and made available to the Contractor prior to the start of the Contract.

16. REPORTING

Contractors shall maintain a written collection activity log, to be made available upon request, to track customer complaints and compliance issues indicating the following:

(a) Collection day of week and date service provided.
(b) Identification of roads, streets or locations where service provided in an area(s) where problems were encountered.
(c) Collection vehicle operator(s) and identification
(d) Time that service problem was encountered on roads, streets or locations in the area(s)
(e) Addresses of Serviced Units where materials were rejected and an education sticker has been placed. This will include an indication of the type of customer compliance problem(s) and reason(s) materials were not collected.
(f) Customer service calls, complaints received and actions taken.

A sample daily activity log is attached as Appendix C.

17. CLEANUP

During collection, the Contractor shall keep streets and roads free and clean from all rubbish and debris generated during collection and shall clean up any such material promptly. Care should be taken to prevent spillage on streets and roads over which hauling is done and, any such spillage or
debris deposited on streets and roads due to the Contractor’s operations shall be immediately cleaned up by the Contractor. Any leaks or spills caused by collection vehicles, such as leaking fuel lines, leaking hydraulic lines or leaking motor oils, or other fluids, will be cleaned-up by the Contractor.

18. METHOD OF PAYMENT

Unless deductions are due to the Municipality and/or claims for extra cost are due to the Contractor, payments will be made for services provided during each month on the basis of the prices outlined in the Schedule of Prices.

The Municipality may withhold any and all payments due to the Contractor in the event of the Contractor’s failure to provide a service level satisfactory to the CAO for the Municipality of Yarmouth or if the Contractor has failed to rectify a complaint to the satisfaction of the CAO.

Payment will be made to the Contractor on a monthly basis within thirty (30) days of receipt of a monthly invoice for the services provided. The invoice shall be issued by the Contractor on or about the last day of the month during which services were provided or under another mutual arrangement as agreed upon by the Municipality.

The Total Per Month prices as defined in the Schedule of Prices shall apply for the actual services provided during the month.

The Excess Kilometrage adjustment resulting from a change in location of Receiving Facilities, where this arises, will be included in the monthly invoice, with calculations for the excess charge attached.

HST will be shown separately on the monthly invoice.

21. PROVISION OF INFORMATION

The Contractor agrees to provide, upon request by the CAO for the Municipality of Yarmouth, any Serviced Unit counts, number of stops, participation counts, private roads serviced and any other such surveys which may from time to time be required by the Municipality. The Municipality may choose to occasionally conduct these types of surveys, in which case the Municipality will provide the Contractor with 24 hours notification of the route where its employee or designate is requesting to be a passenger on the collection vehicle.

Employees of the Municipality shall wear appropriate attire and safety equipment and shall follow all operating and safety procedures of the Contractor while a passenger in the Contractor’s
22. **OPERATION SPECIFICATIONS: RECEIVING FACILITIES**

a. All Contractor vehicles will report to the Scale House prior to entering the Facility.

b. The Contractor shall ensure that all incoming vehicles enter the Facilities in a safe manner and that all drivers follow the direction of Facilities staff.

c. The Contractor shall ensure that no liquid, hazardous or explosive waste is delivered to the Facilities.

d. The Contractor shall comply with all Federal, Provincial, Municipal Laws and Municipality Operational Policies.

e. The Contractor agrees to indemnify and save the Municipality harmless against all losses, costs, expenses and damages which may be incurred by or by reason of any action by himself or his agents in respect to activities on FACILITY property.

f. If a statutory holiday falls on the usual day of operation, delivery of materials will be delayed until the next normal working day.

g. Any leaks or spills caused by collection vehicles will be cleaned-up by the Contractor.

h. No delivery of collected materials is to be allowed outside of normal hours of operation at the Facilities without the prior arrangements with Facility management.

i. All Contractor drivers are required to ensure that materials being off-loaded at the Facilities are done so as to ensure that separation of the various streams of materials is maintained.

j. All vehicles entering the Facilities are subject to periodic inspection for compliance to Municipal Bylaws.
k. Vehicles may be required to enter the scales between the off-loading of various waste streams, in order to obtain accurate weights for the separate waste streams.

23. COMMUNICATIONS AND INQUIRIES

Inquiries, correspondence and daily communications requirements should be addressed to:

C.A.O.
Municipality of the District of Yarmouth
#932, Highway #1
Hebron, Nova Scotia
B5A 5Z5

Ph# 902-742-7159
Fax# 902-742-3164
e-mail cao@district.yarmouth.ns.ca
PART THREE - FORM OF TENDER

If a proponent is submitting a tender, a bid deposit in the amount of Five Thousand dollars ($5,000.00) is required along with a completed Agreement to Provide Performance Bond (Appendix A) or acceptable documentation showing a duly licensed Surety Company has agreed to provide Contract Surety in the amount of Forty Thousand dollars ($40,000.00) at the time the tender is submitted.

1.0 Call for Tenders
   1.1 Call for Tenders
   1.2 Obtaining Call for Tender Documents
   1.3 Call for Tenders Submission
   1.3 Call for Tenders Closing

2.0 Instructions to Proponents
   2.1 Call for Tenders Contract
   2.2 Preparation of Tenders
   2.3 Duplicate Forms
   2.4 Tenders for all Items
   2.5 Alternative Tenders
   2.6 Electronic Tenders
   2.7 Multiple Tenders
   2.8 Errors in Tenders
   2.9 Examination of Plans, Specification & Documents
   2.10 Explanation to Proponents
   2.11 Examination of Site(s)
   2.12 Competency of Proponent
   2.13 Harmonized Sales Tax
   2.14 Equipment Statement
   2.15 Tender Deposit
   2.16 Forfeiting of Tender Deposit
   2.17 Signing of Tenders
   2.18 Corporate Seal
   2.19 Time Limit
   2.20 Amendment or Withdrawal of Tenders
   2.21 Return of Tender Deposit
   2.22 Tender Rejection or Acceptance
2.23 Performance Bond
2.24 General Description of Work
2.25 Data Provided for Information Only
2.26 Commencement of Contract
2.27 Payment Procedure
2.28 Qualification of Proponents

3.0 Forms
3.1 Salutation and Representations
3.2 Financial, Insurance, Experience, Equipment, Maintenance, Personnel, Work and Contingency Plan
3.3 Schedule of Prices
3.4 Execution
1.0 **Call for Tenders**

1.1 **Obtaining Call for Tender Documents**
Call for Tender Documents including General Provisions, Specifications, Form of Tender and all other pertinent information may be obtained at the office of:

C.A.O.
Municipality of the District of Yarmouth
#932 Highway #1
Hebron, Nova Scotia
B5A 5Z5

1.2 **Call for Tenders Submissions and Title**
Tenders shall be contained in sealed envelopes which shall be clearly marked as follows:

CALL FOR TENDERS: PROVISION OF SERVICES FOR THE CURB-SIDE COLLECTION AND TRANSPORTATION OF SOURCE-SEPARATED SOLID WASTE: MUNICIPALITY OF THE DISTRICT OF YARMOUTH 2019
and;
Proponent’s Name, Closing Date and Time.

Tenders shall be delivered prior to the closing date and time by hand or by registered mail to the office of the CAO for the Municipality of Yarmouth.

Each Tender shall be accompanied by a certified cheque, Tender bond, or irrevocable statement of commercial credit from the Proponent’s Chartered Bank made payable to Municipality of Yarmouth, in the amount specified in the Call for Tenders Documents.

Any deposit made by reason of this requirement shall be forfeited to the Municipality if the proponent neglects, refuses or fails to enter into a contract, if and when called upon to do so.

Proponents shall also submit by closing time a completed Agreement to Provide Performance Bond *(Appendix A)* or other documentation showing a firm has agreed to provide contract surety in the amount specified in the Call for Tenders Documents.

1.3 **Call for Tenders Closing**
Tenders for the Curb-Side Collection and Transportation of Source-Separated Solid Waste will be accepted up until **2:00 pm local time on Friday, February 7th, 2020** at the Municipal Office in Hebron at #932, highway #1.

The Municipality reserves the right to reject any or all tenders, not necessarily accept the lowest tender, or to accept any tender which it may consider to be its best interest. The Municipality also reserves the right to waive formality, informality or technicality in any Tender.

### 2.0 Instructions to Proponents

#### 2.1 Call for Tenders Contract

The complete set of documents including the Call for Tenders, Instruction to Proponents, Form of Tender, Schedule of Prices, General Provisions, Specifications, including all Appendices plus any supplement and/or addenda shall form the Contract with the successful proponent(s).

#### 2.2 Preparation of Tenders

The following information will assist you in your submission of Tenders to the Municipality:

All instructions in Call for Tenders documents are to be followed.
- **a)** Your seal is to be affixed where directed. All supplement(s) and/or addendum(s) shall be signed and acknowledged.
- **b)** No pages are to be removed from Call for Tenders documents except where instructed.
- **c)** Your extensions and totals should be checked with any changes initialed.
- **d)** Tender Bonds/Deposits are to be submitted only in the form directed (Minimum 60 days).
- **e)** All Requirements regarding provision of Performance Bonds/Contracts Security are to be followed.
- **f)** Tenders are to be delivered to the CAO for the Municipality of Yarmouth on or before the prescribed closing time and date. All closing times are local, either standard or daylight, as applicable.
- **g)** The Tenders must be clearly marked on the envelopes as instructed in 1.2 above.
- **i)** It is the responsibility of the proponent to ensure his Tender is in the possession of the CAO for the Municipality of Yarmouth prior to the Call for Tenders closing time and date.
- **j)** Any information requested in the Call for Tenders document must be enclosed in the Call for Tenders envelope.
- **k)** Harmonized Sales Tax (HST), proponent must supply registration number on Tenders submitted.

**PLEASE NOTE:**

- a) Late Tenders are not accepted.
- b) Unsigned or Tenders not bearing company seal are not accepted.
- c) Tenders are to be fully completed as instructed.
d) Tenders without proper Tender bonds/deposits are not accepted.

2.3 **Duplicate Forms**
Where duplicate forms are provided, they are for the proponents use only and are not required to be returned with the Call for Tenders.

2.4 **Tenders for All Items**
Proponents shall submit Tenders on all items appearing on the Tender forms.

2.5 **Alternative Tenders**
For the purpose of this Call for Tenders, no alternative Tender pricing will be considered.

2.6 **Electronic Tenders**
*Tenders received by any electronic means will not be accepted or considered.*

2.7 **Multiple Tenders**
If more than one Tender is offered by one individual or corporate body, or by any person or persons associated with, in any manner, such individual or corporate body, all such Tenders, including the original Tender, shall be rejected. Any sub-contractor, may quote a price to any or all proponents or may submit a direct Tender upon his own behalf.

2.8 **Errors in Tenders**
Errors made by the proponent in preparing his Tender shall not constitute a right to withdraw or to amend the Tender after the date and time set for closing of this Call for Tenders.

In the event of an error made in the extension of unit prices, where applicable, the unit prices Tender will govern.

2.9 **Examination of Specifications, Documents and Appendices**
Proponents shall carefully examine all Call for Tender Documents in order that they shall be fully aware of all aspects of the proposed work areas and routes and operational and reporting requirements.

2.10 **Explanation to Proponents**
Any explanation regarding the meaning or interpretation of the Call for Tender Documents, shall be requested in writing with sufficient allowance of time for receipt of reply, before the time of tender opening (requests shall be received not later than six (6) working days before the closing date). Requests for clarification of the Call for Tender Documents shall be made to:
Upon receipt of such request, if considered necessary, explanation or interpretation shall be made in the form of an addendum to the documents and shall be furnished to all proponents who shall submit all addenda with their Tenders. Oral explanations and interpretations made prior to the tender opening shall not be valid or binding. Any addenda issued prior to the time set for the closure of the Call for Tenders shall form part of the Contract Documents.

2.11 Competency of Proponent
Proponents shall be capable of performing the various items of work contained in the Call for Tenders. They will be required to furnish, to the CAO for the Municipality of Yarmouth, a statement covering experience on similar work, plant and other equipment available for the proposed work. Proponents shall be required to demonstrate to the satisfaction of the CAO for the Municipality of Yarmouth that they have experienced personnel and expertise to perform the services required by the specifications and submit such statements of their financial resources as may be deemed necessary.

2.13 Harmonized Sales Tax
The prices quoted in the Schedule of Prices shall indicate the Harmonized Sales Tax (HST) as a separate item.

2.14 Equipment Statement
Proponents are required to submit in the Form of Tenders a statement of equipment to be used or available for the work covered by their tender.

2.15 Tender Deposit
Each Tender shall be accompanied by a certified cheque, Tender bond or irrevocable statement of commercial credit from the Proponent’s Chartered Bank made payable to the Municipality of Yarmouth, in the amount of Five Thousand dollars ($5,000.00) when proponent is submitting a Tender.

2.16 Forfeiting of Tender Deposit
The Tender deposit shall be forfeited, or the terms of any Tender bond shall be invoked, if the proponent whose Tender has been formally accepted by Municipality neglects, refuses or fails to enter into an Agreement/Contract when called upon to do so.

2.17 Signing of Tenders
The proponent shall sign the Tender in the space provided and in the following manner:
Sole Proprietorship - The signature of the sole proprietor in the presence of a witness who shall sign where indicated. The word “Sole Proprietor” shall be inserted over “Title”.

Partnership - The signatures of not less than two partners in the presence of a witness who shall sign where indicated. The word “Partner” shall be inserted over “Title”.

Limited Company - The Tender shall be signed by two authorized signing officers and the official title of each officer shall be shown over “Title”. If the Tender is signed by an official other than the President, Secretary or Secretary - Treasurer, copy of the authority permitting such official to sign shall be submitted with the Tender.

2.18 Corporate Seal
The corporate seal of any organization, where such seal exists, shall be impressed on the places indicated for signature on the Tender form and in such a manner as to form an impression on the signature or signatures.

2.19 Time Limit
Tenders received after the date and time of closing as shown on the Call for Tenders shall not be considered and will be returned unopened to the proponent.

2.20 Amendment or Withdrawal of Tenders
Tenders may be amended or withdrawn at any time, prior to the date and time set for the closing of Tenders, upon the written request of the proponent, delivered in person or by registered mail. **Electronic requests will not be accepted.** Amendments to Tenders shall not reveal the total amount of the original or revised Tender.

2.21 Return of Tender Deposit
When a contract is signed between the successful proponent(s) and the Municipality, the certified cheque or the Tender bond deposited by the unsuccessful proponents shall be returned to them within ten (10) normal working days following the signing of the contract. The certified cheque or the Tender bond of the successful proponent shall be returned to him when the performance bond and other requirements are provided and the contract is signed with the proponent.

2.22 Tender Rejection or Acceptance
The Municipality reserves the right to reject any or all Tenders, not necessarily accept the lowest Tender, or to accept any Tender which it may consider to be in its best interest. The Municipality also reserves the right to waive formality, informality or technicality in any Tender.

2.23 Performance Bond
Successful proponents shall be required to provide an acceptable Performance Bond prior to the execution of the Contract. All costs of purchasing and administration for the Performance Bond shall be paid by the Contractor.

Proponents shall submit a completed Agreement to Provide Performance Bond (Appendix A) or acceptable documentation showing a duly licensed Surety Company has agreed to provide Contract Surety in the amount of $40,000.00 when proponent is submitting a Tender.

During each twelve (12) month period of the Contract, the successful Proponent shall submit a certificate to the Municipality showing that the Performance Bond in the amount and form specified herein remains in effect.

The Surety Company shall be duly licensed to carry out business in the Province of Nova Scotia. A Performance Bond for the due and proper performance of the works provided for in the Contract, in the form acceptable to the Municipality and subject to the terms and conditions of the Contract, for an appropriate amount, as stated above, shall be furnished by the successful proponent within ten (10) working days upon receipt of written confirmation of acceptance of the Tender. The Performance Bond shall be executed, under seal, by the successful proponent and the Surety Company. The Municipality, at its discretion, may accept a certified cheque or irrevocable statement of commercial credit in the Municipality’s favour in the specified amount as performance security for the Contract.

2.24 General Description of Work
This Call for Tenders is for the Curb-Side Collection and Transportation of Source-Separated Solid Waste from Serviced Units as defined within the Areas and at the times and schedules specified in the Contract Documents.

The work generally includes the bi-weekly curbside collection of Residuals and bulky household materials and Organics on alternating weeks, the weekly curbside collection of Recyclables, the monthly collection of white metals, and transportation of the materials in the manner, time, and to the locations specified within the GENERAL PROVISIONS and SPECIFICATIONS documents, or as otherwise proposed and agreed.
2.25 Data Provided For Information Only
All data provided is for information only, the Municipality provides no guarantee of its accuracy or completeness.

2.26 Commencement of Contract
The contract to be awarded as a result of this Call for Tenders will commence after the contractor receives written notice from the CAO for the Municipality of Yarmouth.

2.27 Payment Procedures
Payment will be made to the Contractor on a monthly basis within 30 days of receipt of a monthly invoice for the services provided. The invoice shall be issued by the Contractor on or about the last day of the month during which services were provided or by another arrangement as mutually agreed upon by the CAO for the Municipality of Yarmouth and the Contractor.

2.28 Qualification of Proponents
All Proponents must furnish satisfactory evidence to the Municipality that they have operated, or are presently operating, a curb-side collection and transporting company or have had sufficient successful experience in a comparable field, to operate this source-separated solid waste collection service to the satisfaction of the CAO for the Municipality of Yarmouth.

All Proponents shall be required to demonstrate to the satisfaction of the CAO for the Municipality of Yarmouth that they have adequate financial resources, experienced personnel, ability and expertise to perform the services required by the SPECIFICATIONS and shall furnish such information and/or proof of these qualifications. No contract will be awarded to any Proponent who, as determined by the CAO, is not qualified to perform the necessary service due to an unsatisfactory record, or inadequate experience, or who lacks the necessary capital, organization, and equipment, to conduct and complete the services in strict accordance with the SPECIFICATIONS.

Proponents must fill in the details of their experience, plant, equipment, organization (including names and experience summaries for Superintendent(s)), statements of financial resources and ability to obtain adequate insurance as per Section 3.0, Forms.

If the CAO requires more details they must be provided within seven (7) days of a request for the same.
3.0 **Forms**

3.1 **SALUTATION AND REPRESENTATIONS**

TO: MUNICIPALITY OF THE DISTRICT OF YARMOUTH

FROM: ____________________________________________
(Name of Proponent)

________________________________________________
(Address of Proponent - Civic and Mailing)

Phone: ________________________ Fax: ______________________________
e-mail: ________________________

Hereinafter called the Proponent or Contractor.

Having carefully examined the site(s) of the proposed works and all documents relating thereto, including this Form of Tender, Information for Proponents, Call for Tenders, Instruction to Proponents, Schedule of Prices, General Provisions, Specifications, Bonding and Bid Deposit requirements and Addendum/Addenda No: _____to_____, part and parcel of the work described in these Documents, I (we) the undersigned:

(1) Hereby submit a Tender and offer to enter into a Contract with Municipality of Yarmouth, within the time prescribed, to furnish all materials, labour, equipment, matters and things, and to provide all services as indicated in the Advertisement for:


(2) Declare that:

No person, firm or corporation, other than the Proponent, has any interest in this Tender, or in the proposed contract for which this Tender is made and to which it relates.

This Tender is made by the Proponent without any connection, knowledge, comparison of figures or arrangement with any other person, or persons making a Tender for the same work and is in all respects fair and without collusion or fraud.

No member of the Municipality of the District of Yarmouth Council or officer or employee of the municipality or of the Western Region Solid Waste-Resource Management Authority is, will be, or
has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety, otherwise, how so ever, in or in the performance of the said Contractor, or in the supply of works or business thereof, or in any of the monies to be derived there from.

I (we) propose to engage our own forces on all of the various sections of the works:

Yes ☐ No ☐

If No, please list below the name and address of each proposed sub-contractor stating the portion of the work and/or areas to be allotted to each of the stated sub-contractor(s):

______________________________________________________________________________________________
______________________________________________________________________________________________
______________________________________________________________________________________________
______________________________________________________________________________________________
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______________________________________________________________________________________________
______________________________________________________________________________________________
______________________________________________________________________________________________
______________________________________________________________________________________________

The following are willing to become bound, as evidenced in writing with the undersigned in the amounts designated for the due performance, fulfillment, and guarantee of this Contract.

Performance Bond ________________________________

(Name of Company)

(Address)

SURETY SHALL BE PROVIDED BY A SATISFACTORY SURETY COMPANY AUTHORIZED BY LAW TO CARRY ON BUSINESS IN THE PROVINCE OF NOVA SCOTIA.

(3) Agree that:

If this Tender is accepted by the Municipality, I (We) will supply whatever additional articles, materials, labour and equipment and shall execute whatever additional work may be ordered by the Municipality in strict conformity in all respects with the requirements of this Call for Tenders, these Contract Documents including Specifications, General Provisions, Form of Tender and appendices hereto annexed or to be annexed hereto.

Deductions from the said Contract, if any, shall be made in strict conformity in all respects with the requirements of this Call for Tenders, these Contract Documents including Specifications, General Provisions, Form of Tender and Appendices hereto annexed or to be annexed hereto.
This Tender is open to acceptance and irrevocable for a period of sixty (60) days following the closing date for Call for Tenders, and the Municipality may at any time, without notice, accept this Tender whether any other Tender has previously been accepted or not. Should I (We) withdraw this Tender after the closing time and date, and before the said Municipality shall have considered the Tenders and awarded a contract, the amount of the deposit on this Call for Tender shall be forfeited to the said Municipality.

The awarding of the contract, based on this Tender, by the said Municipality, shall constitute and be acceptance of this Tender.

If this Tender is accepted, as aforesaid, I (We) shall forthwith furnish a Performance Bond for the proper fulfillment of the Contract as required under the terms of the Instruction to Proponents, and shall provide insurance certificates and shall execute the Contract and provide copies of the Performance Bond in duplicate, in a form satisfactory to the Municipality, within ten (10) working days after being notified to do so.

Should I (We) for any reason, default or fail in respect to any matter or thing herein contained, the Municipality shall be at liberty to retain the deposits forfeited to the use of the Municipality as liquidated damages, and to accept any other Tender, or advertise for new Call for Tenders, or carry out any work or works, or do anything which is set out or called for in this Call for Tenders in any other way as the Municipality may in its sole discretion deem best.

Should I (We) fail to complete the Contract within the specified time, or specified time as may be amended, I (We) shall pay to the Municipality as liquidated damages and not as a penalty, such amount of money, which actually represents such damages, for each day that the work remains incomplete up to the specified completion date.

It is a condition of the call for Tenders and of the Contract to be subsequently awarded that:

In the hiring and employment of labour, the Proponent shall not refuse to employ or otherwise discriminate against any person in regard to employment because of that person’s race, sex, national origin, colour, religion or political affiliations, nor because the person has made a complaint or given information with respect to an alleged failure to comply with the provisions of this clause.

Nothing done, performed or supplied, by or under the contract, or in pursuance thereof, by this contract or any implied contract, shall be binding upon the Municipality, nor shall the Municipality be, in any way, liable for anything so done, performed or supplied, until first of all the Contract documents have been signed and the Corporate Seal of the Municipality duly affixed thereon.
Hereby:

Enclose with this Tender a certified cheque, Tender bond, or irrevocable statement of commercial credit from the Proponent’s Chartered Bank made payable to the Municipality of Yarmouth, in the amount of $5,000.00.

NOTE:
If the Tender is submitted by, or on behalf of, an incorporated company, the Tender shall be signed in the name of such company by the duly authorized officers thereof who shall also subscribe their own names and offices. The seal of the company where it exists shall be affixed over their signatures.

If the Tender is submitted by, or on behalf of, an individual or a partnership, a seal where it exists shall be affixed opposite the signatures of the individual or the partner.

3.2 FINANCIAL, INSURANCE, EXPERIENCE, EQUIPMENT, PARKING AND MAINTENANCE, PERSONNEL, WORK PLAN

The following information on my(our) financial status, ability to get insurance, experience, equipment, facilities parking and maintenance, contingency plan, personnel and brief work plan for meeting Tender requirements regarding collection schedules and utilization of equipment follow.

The following Forms are to be completed by the Proponent, however, if more space is needed, additional sheets are acceptable and any additional sheets are to be initialed and dated by an authorized person.

Financial
As to financial status from whom the Municipality may confidentially receive financial details on our business:

Name: _________________________________________
Address: _________________________________________
________________________________________

Insurance
The insurance company who has agreed to provide us with the insurance.

Name: _________________________________________
Address: _________________________________________

Experience
Our experience in the solid waste curb-side collection field or comparable field over the last five (5) years is as follows:
Equipment
The plant and equipment that will be used on this Contract for the Areas contained in my(our) Tender is as follows (Note: Proponents may submit additional information on their collection equipment as part of their Tender as long as it is accompanied by a letter indicating it is part of their Tender and includes the Call for Tenders Title and Proponent’s name):

<table>
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<th>Equipment Type</th>
<th>Model Number</th>
<th>Capacity Date</th>
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Parking and Maintenance
The parking or home base for parking and maintenance facilities for the equipment used under this Contract is as follows:
Parking Only (Civic Address):

Parking and Maintenance (Civic Address):

Maintenance Only (Including Washing) (Civic Address):

Personnel
Our supervisory staff (and their years of experience in this type or similar type of work) to be assigned to this Contract are as follows:

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39
Work and Contingency Plan

Our plan for carrying out the work:

Please provide a brief description indicating how you intend to carry out the work as described herein in respect to equipment and the number of pieces of equipment to be utilized and in what Areas given the existing collection schedules.

_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________

Our contingency plan for equipment breakdown is:

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
### 3.3 SCHEDULE OF PRICES

#### a) EXISTING Collection Schedule

Base Price per Month excluding-HST excluding Spring & Fall Clean-up.

<table>
<thead>
<tr>
<th>Period</th>
<th>Price</th>
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<tbody>
<tr>
<td>April 1, 2020 - March 31, 2021</td>
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<td>April 1, 2021 - March 31, 2022</td>
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<td>April 1, 2022 - March 31, 2023</td>
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<td>April 1, 2023 - March 31, 2024</td>
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<td>April 1, 2024 - March 31, 2025</td>
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#### b) WHITE METALS clean-Up

Lump Sum Price per month excluding-HST

<table>
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<tr>
<th>Period</th>
<th>Price</th>
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<tbody>
<tr>
<td>April 1, 2020 - December 31, 2021</td>
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<td>April 1, 2021 - December 31, 2022</td>
<td></td>
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<td>April 1, 2022 - December 31, 2023</td>
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<tr>
<td>April 1, 2023 - December 31, 2024</td>
<td></td>
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<tr>
<td>April 1, 2024 - December 31, 2025</td>
<td></td>
</tr>
</tbody>
</table>

#### c) HARMONIZED SALES TAX

Our HST # is ____________________________.

### 3.4 EXECUTION

In witness thereof the Contractor has hereunto set his hand and seal this _____ day of __________________, 2020.

---

**NAME OF CONTRACTOR**

---

**ADDRESS OF CONTRACTOR**
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

________________________________________      _________________________________
WITNESS             AUTHORIZED SIGNING OFFICER

__________________________________________________________
TITLE OF SIGNING OFFICER

________________________________________      _________________________________
WITNESS             AUTHORIZED SIGNING OFFICER

__________________________________________________________
TITLE OF SIGNING OFFICER

    (Affix Corporate Seal)
APPENDICES

Appendix A - Agreement to Provide Performance Bond

Appendix B - Municipality of the District of Yarmouth’s By-Law # S-088-19: Solid Waste Collection and Disposal,

Appendix C – Daily Log, Compliance Issues and Customer Complaints Report

Appendix D-1 - Municipality of Yarmouth Road List, Public

D-2 – Municipality of Yarmouth Road List, Municipal

Appendix E – Map, Municipality of the District of Yarmouth
MUNICIPALITY OF THE DISTRICT OF YARMOUTH

APPENDIX A

AGREEMENT TO PROVIDE PERFORMANCE BOND

We, the undersigned Surety Company, do hereby consent and agree to become bound to the Owner as Contract Surety for the Proponent:

Proponent

Proponent Address

In a performance bond in the amount of $40,000.00 when Proponent is submitting a Tender.

We, the undersigned Surety Company further agree that the performance bond is for the due and proper performance of the work provided for in the contract subject to the terms and conditions of the contract:


With the owner: Municipality of the District of Yarmouth

#932 Highway #1
Hebron, Nova Scotia
B5A 5Z5

For the area proposed by the Proponent and accepted by the Municipality.

We, the undersigned Surety Company, further agree to furnish the Municipality with the said Performance Bond in the amount and form specified herein within 10 business days of notification and acceptance of the Tender of the Proponent by the Municipality.
APPENDIX A, continued,  PERFORMANCE BOND

We, the undersigned Surety Company hereby declare that we are duly licensed to carry out business in the province of Nova Scotia.

The Performance Bond in the form and amount specified herein shall be maintained in good standing by the successful Proponent for the duration of and until the entire fulfillment of the contract. Within each twelve month period of the contract, the successful Proponent shall submit a certificate to the Owner showing that the Performance Bond in the form and amount specified herein remains in effect.

As witness our Corporate Seal, testified by the hand of the proper Officer there unto duly authorized.

____________________________________________________________________________________

Surety Company

____________________________________________________________________________________

Surety Company address

____________________________________________________________________________________

Dated this ________ day of ______________, 2020.

____________________________________________________________________________________

Name and title of Surety Company Officer

____________________________________________________________________________________

Signature and Corporate Seal

Note: One copy of the completed Agreement to Provide Performance Bond shall become part of the Call for Tender submission.
**MUNICIPALITY OF THE DISTRICT OF YARMOUTH**

**APPENDIX C**

**DAILY LOG, COMPLIANCE ISSUES AND CUSTOMER COMPLAINTS**

Prepared by: ________________________________

Week of: ________________________________

<table>
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<tr>
<th>Vehicle ID</th>
<th>Address</th>
<th>Incident time</th>
<th>Problem/Concern/Complaint</th>
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MUNICIPALITY OF THE DISTRICT OF YARMOUTH
REQUEST FOR PROPOSALS

PROVISION OF CURB-SIDE COLLECTION AND TRANSPORTATION OF SOURCE SEPERATED SOLID WASTE

HEBRON, NOVA SCOTIA
FEBRUARY 2020

END
Purpose
The intent of this by-law is to provide for and regulate a solid waste management program for the Municipality of the District of Yarmouth.

Part 1
Definitions

In this by-law:

1.1 “administrator” means the person appointed by the Chief Administrative Officer of the Municipality to administer this by-law, or their designate;

1.2 “adverse effect” means an effect that impairs or damages the environment, the health of humans or the reasonable enjoyment of life or property;

1.3 “asbestos” means asbestos waste as defined in the Asbestos Waste Management Regulations made under the Nova Scotia Environment Act, S.N.S. 1994-95, c.1, as amended;

1.4 “authority” means Western Region Solid Waste Resource Management Authority also known as Waste Check.

1.4.1 “General Manager or Manager” means the General Manager of Western Region Solid Waste Resource Management Authority, the successor to such position, or a person designated by the Manager to act in place of the Manager;

1.4.2 “Western Region or Region” means the Western Region Solid Waste Resource Management Region as defined in the Nova Scotia Solid Waste Resource Management Regulations;

1.5 “backyard composting” means the composting at a residential property of organic solid waste, comprised of leaf and yard waste and food, but excluding meat, fish, eggs or dairy products, where:

1.5.1 the waste is generated by the residents of the property or neighbouring properties or both; and
1.5.2 the annual production of compost on any property lot does not exceed 10 cubic meters.

1.6 “beverage” means any liquid that is a ready to serve drink, but does not include milk, milk products, soya milk or concentrates as defined by the Nova Scotia Beverage program;

1.7 “beverage container” means a container of 5 liters or less which contains or has contained a non-liquor beverage and was sealed by the manufacturer after the beverage was placed in it;

1.8 “box board” means cereal boxes, show boxes, tissue boxes, detergent boxes, cracker boxes, cookie boxes, baking product boxes and frozen food boxes or other similar items, toilet paper rolls and paper towel rolls or other similar items;

1.9 “bulky item” means large items of a household nature including but not limited to furniture, stoves, refrigerators, dishwashers, mattresses, bed springs, empty hot water and oil tanks (cut in half), toys, bicycles and lawn furniture;

1.10 “CAO” mean the Chief Administrative Officer of the Municipality of Yarmouth;

1.11 “cart, green cart, or organics collection” cart means a cart supplied to eligible premises by the Authority or Participating Member for the collection of organic materials;

1.12 “chlorofluorocarbons” means an ozone depleting substance that is required under the Ozone Layer Depletion Regulations of the Province of Nova Scotia to be removed in a controlled fashion to prevent its release into the environment, and is a substance found in refrigeration and cooling units;

1.13 “clean wood” means wood materials that are not contaminated with other non-wood materials (including paints, stains and adhesives), such as are dimensional lumber, wooden chairs, fencing, etc.;

1.14 “collection contractors” means a collector that is under contract with the Municipality to provide curbside collection services;

1.15 “collector” means an individual or company that collects and disposes of residual garbage, recyclables or compostable material or combination thereof to
designated municipal *solid waste* management facilities;

1.16 **“commercial container”** means any container used for the storage of *waste* materials on commercial properties for collection of *solid waste*;

1.17 **“compostable material” or “compostable organics” or “organics”** means food scraps and spoiled or *waste* food or foodstuff including vegetable peelings, meat, fish, eggs, bones, *waste* food products, wet and *soiled paper products* leaves and grass clippings, branches and bushes that are 1.2 meters or less in length and 2 centimeters or less in diameter, together with such other *compostable materials* as may be identified in *public education documents* distributed by the *Municipality* and/or *authority* from time to time;

1.18 **“composting”** means the biological decomposition of organic materials, substances or objects under controlled circumstances to a condition sufficiently stable for nuisance-free storage and for safe use in *land* applications as identified by the Nova Scotia Environment’s *Solid Waste Management Resource Regulations*;

1.19 **“construction and demolition debris” (C&D)** means materials which are normally used in the construction of buildings, structures, roadways, walls and other landscaping material, and includes, but is not limited to, soil, asphalt, brick, mortar, drywall, plaster, cellulose, fiberglass fibers, gypsum, lumber, wood, asphalt shingles, and metals and such other materials as may be permitted by applicable laws;

1.20 **“contaminant”** means a substance that causes or may cause an *adverse effect*;

1.21 **“contaminated soil”** means any soil which has been exposed to an organic or inorganic *contaminant* in excess of standards prescribed or adopted by the *Minister*, and that has caused, is causing, or may cause an *adverse effect*;

1.22 **“Council”** means the *Council* for the *Municipality* of Yarmouth;

1.23 **“curb”** means the 3 meter (10ft) distance from the edge of the travelled portion of a public street, road, or private road that meets the approval of the *Municipality* for *solid waste* collection, but it does not include the ditch or sidewalk;

1.24 **“dwelling or dwelling unit”** means a self-contained portion of a building occupied
as a separate residence;

1.25 “eligible premises” means those properties within the jurisdiction of the Municipality of Yarmouth, which are eligible for collection;

1.26 “Enforcement Officer” for the purposes of this by-Law, the Enforcement Officer shall be the By-Law Enforcement Officer of the Municipality of the District of Yarmouth, assigned or appointed by the CAO;

1.27 “hazardous waste” means waste that may be harmful to humans, animals, plant life or natural resources, including but not restricted to, industrial chemicals, explosive, toxic, flammable, corrosive, radioactive, reactive, pathological and PCB waste, oil, gasoline, paint solvent, wood preservatives, ink, battery acid, pesticides and insecticides or any substance or material declared or defined to be a hazardous or toxic substance in or pursuant to any applicable law;

1.28 “hospital and pharmaceutical waste” means waste generated at hospitals, clinics, pharmacies, veterinary clinics, dentist offices and includes, but is not limited to used needles, drugs, dressings, excluding pathological waste;

1.29 “household hazardous waste” means waste of a potentially hazardous nature typically generated in residential households including but not restricted to solvents, glues, cleaners, paints and finishes, asphalt sealers, gasoline, diesel, kerosene, pesticides, lawn and garden chemicals, poisons, propane tanks, roofing tar, pool chemicals, lubricating oil, batteries, and automotive fluids, but does not include PCB waste, radioactive materials, explosives, fireworks, pathological wastes, or ammunition.

1.30 “industrial waste” means residual waste typically generated in the industrial, commercial and institutional sector;

1.31 “Industrial/commercial/institutional waste or IC&I waste” means waste-resource generated in the IC&I sector.

1.32 “Industrial/commercial/institutional waste premises (IC&I)” premises means a lot of land occupied by one or more industrial, commercial, multi-unit apartment buildings with 4 or more units or institutional establishments;

1.33 “land” means surface land, land covered by water, subsoil, matter beneath the
subsoil or any combination or part thereof;

1.34 “leaf and yard waste” means vegetative matter resulting from gardening, horticulture, landscaping or land clearing operations, including materials such as tree and shrub trimmings, plant remains, grass clippings, leaves, trees and stumps, but excludes construction and demolition debris or contaminated soil or any other organic material that has been contaminated;

1.35 “litter” means any material left or abandoned in a place other than a container or place intended or approved for receiving such material, including material that may, intentionally or unintentionally, exit from a moving or stationary vehicle;

1.36 “Minister” means the Minister of Environment for the Province of Nova Scotia;

1.37 “multi-unit dwelling or multi-unit apartment building” means a residence that contains more than one dwelling unit (i.e. Apartment buildings, etc.)

1.38 “municipal solid waste management facility” or “municipal resource management facility” means a site identified by the Municipality for receiving, storing, sorting, processing, transferring, or disposing of designated solid waste;

1.39 “Municipality” means the Municipality of Yarmouth;

1.40 “oil tanks” means residential oil tanks, cleaned and empty of all liquids to a maximum size of 900 liters;

1.41 “organics cart” or “green cart” means a wheeled cart designed to be emptied by hydraulic lifting device and approved by the Municipality for the storage and municipal collection of compostable materials;

1.42 “participating member” means any Municipal Unit that is a current member of the Western Region Solid Waste-Resource Management Authority;

1.43 “pathological waste” means any part of the human body excepting hair, nail clippings and the like, any part of a dead animal infected with a communicable disease, and non-anatomical waste infected with a communicable disease;

1.44 “permanent waste-resource storage container” means any container used for the storage of waste at roadside. It must be accessible to the collection
contractors, and must be weather-tight, animal proof, and constructed such that waste-resources remain in a source separated condition;

1.45 “person” includes an individual or an incorporated body;

1.46 “public education documents” includes newspaper, radio and local television advertisements, information posted to the Municipality’s and/or Authority’s website and social media, and newsletters, pamphlets, flyers or other material circulated electronically or by ordinary mail or delivery by or for the Municipality and/or the Authority or the Minister;

1.47 “recyclables” means the following:

1.46.1 “blue bag recyclables” means newsprint, boxboard, egg cartons and other paper products, redeemable beverage containers, milk cartons, glass bottles and jars (not their lids), steel/tin food cans, aluminum cans, aluminum foil plates, trays and wrap, plastic containers and bags (#1- #7), and/or other items designated by the Authority or Participating Member from time to time.

1.46.2 “boxboard” means cereal, shoe, tissue, detergent, cracker, cookie, baking product and frozen food boxes, toilet paper rolls and paper towel rolls or other similar items, with plastics removed;

1.46.3 “fiber recyclables” means mixed paper, corrugated cardboard, newsprint, magazines, catalogues, flyers, telephone books and egg cartons and other similar items designated by the Authority from time to time;

1.48 “recyclable container materials” means redeemable beverage containers, steel, tin or aluminum food containers or cans, glass food containers, jars and bottles, low density polyethylene bags and packaging, high density bags, containers and packaging, polycoat containers for milk, milk products, soya milk, concentrates or other liquids or powders, tetrapacks together with such other plastic recyclable materials as may be identified in public education documents distributed by the Municipality and the Authority from time to time;

1.49 “recyclable material” means recyclable paper materials or recyclable container materials as defined in this by-law;
1.50 “recyclable paper materials” means corrugated cardboard, egg cartons, box board, newsprint, bond paper, computer paper, glossy flyers and magazines, together with such other paper recyclable materials as may be identified in public education documents distributed by the Municipality and the Authority from time to time;

1.51 “redeemable beverage container” means a beverage container for which a consumer was required to pay a deposit;

1.52 “residual garbage” means waste other than:

1.51.1 recyclable material;

1.51.2 compostable materials;

1.51.3 leaf and yard waste; and

1.51.4 any other waste that is prohibited from disposal by way of municipal collection or at a municipal solid waste management facility designated for residual garbage by this By-law or by the Minister;

1.53 “sharps” means needles, syringes, lancets, auto injectors and infusion sets;

1.54 “soiled paper products” means dinner napkins, paper towels, fast food wrappers, wax paper, wrapping paper, soiled pizza boxes, paper plates and cups, damp and soiled newspaper and flyers, sugar, flour & potato paper bags or other similar items;

1.55 “solid waste” means residual garbage, recyclable material and compostable material, as well as any other type of waste defined in this by-law and specifically referred to in this by-law as permitted or prohibited for disposal at a municipal solid waste management facility;

1.56 “source separated waste-resources” means waste resources which have been separated “at source”, i.e. at the point of generation into the four waste separation stream to facilitate their reuse, recycling, composting or disposal:

1.55.1 recyclable paper materials;
1.55.2 recyclable container materials;

1.55.3 compostable materials

1.55.4 residual;

1.57 “tires” means tires that are not designated under the Province of Nova Scotia’s tire recycling program;

1.58 “waste” means any substance that would cause or tend to cause an adverse effect if added to the environment, and includes garbage, recyclables, compostable material, refuse, sludge, rubbish, tailings, debris, litter and other discarded materials resulting from residential, commercial, institutional and industrial activities which are commonly accepted at municipal solid waste resource management facilities, but excludes wastes from industrial activities which are regulated by an approval issued by the Minister;

1.59 “waste diversion” means waste reduction, reuse, recycling or composting with the intent of extending the useful life of materials and preventing their disposal in landfill;

1.60 “waste-resources” means all those materials managed by or on behalf of the Municipality as recyclable, compostable, household hazardous waste, or residual waste;

Part 2
Authority and Regional By-Law

2.1 The Western Region Solid Waste-Resource Management Authority or Waste Check, hereinafter referred to as the Authority, is a body corporate established pursuant to an Inter-municipal Services Agreement to which this municipal unit is a party. The municipal parties to that Agreement have given the Authority responsibility for the management of solid waste-resources within their respective jurisdictions, pursuant to the Municipal Government Act, s. 60 and the Solid Waste-Resource Management Regulations made pursuant to the Environment Act;
2.2 Pursuant to the Inter-municipal Services Agreement among the members of the Authority it is agreed to establish a Western Region Solid Waste-Resource Management Authority By-law for the efficient and consistent execution of the Authority’s mandate throughout the Western Region. Accordingly, this bylaw may make necessary or incidental references to places or facilities within the Western Region that are outside of the geographical boundaries of this municipal unit and it is intended that any such references in this bylaw be construed and applied in a manner consistent with the provincially-mandated regional approach to solid waste-resource management;

2.3 The General Manager of the Authority is the chief administrator of the Authority and is responsible to the Authority for the proper administration of its affairs in accordance with provincial legislation and regulations and the policies and plans approved and established by the Authority. The Manager or appointed delegate shall administer and enforce the provision of this by-law.

Part 3
Evidentiary Burden

3.1 In the absence of evidence to the contrary, if any waste which is deposited or placed in contravention of this by-law bears thereon identifying information connecting that waste to a person then that person shall be deemed to have deposited or placed the offending solid waste or caused or permitted it to be so deposited or placed.

Part 4
Administration and Enforcement

4.1 the Chief Administrative Officer shall appoint an Administrator to administer this by-law;

4.2 the By-law Enforcement Officer(s) appointed by the Municipality shall enforce this by-law;

4.3 for the purpose of the administration of this by-law the administrator, By-law Enforcement Officer(s), or an agent or employee of the Municipality may at any reasonable time enter and inspect any land or premises, other than a dwelling or
a room being used as a dwelling to determine compliance with this by-law and policies made under this by-law, including the right to inspect waste, residual waste and any storage facility;

4.4 the Administrator or the By-law Enforcement Officer(s) may, by a directive in writing direct any person to do any act or thing in order to comply with the provisions of this by-law or any policy made pursuant to this by-law in the manner and within the time specified in the written directive;

4.5 any written directive signed by the Administrator or By-law Enforcement Officer(s), is effective if delivered personally to the person named in such directive or if sent by prepaid post or facsimile or e-mail transmission to the most recent known address of the person named and shall be deemed to have been received by such person, in the case of facsimile or e-mail transmission on the day after it was sent and in the case of prepaid post, on the third day after it was sent unless receipt of same is acknowledged;

4.6 it shall be an offence for any person to fail or refuse to comply with a written directive signed by either the Administrator or By-law Enforcement Officer pursuant to this by-law.

Part 5
Disposal of Solid Waste

Every person shall dispose of solid waste in accordance with this By-law.

5.1 Material banned from disposal by Provincial Legislation

No person shall dispose of or cause the disposal of the following materials at any approved solid waste-resource management facility, or deposit any such materials in a storage area, storage container, or collection container, intended for residual waste disposal in any landfill or incinerator:

5.1.1 redeemable beverage containers;

5.1.2 newsprint;

5.1.3 used tires (except as excluded from Provincial tire program);
5.1.4 corrugated cardboard;

5.1.5 waste paint;

5.1.6 steel/tin food containers;

5.1.7 high density polyethylene (HDPE #2) – plastic beverage containers, food containers, detergent containers, shampoo containers, crates, boxes, pails and lids, windshield washer containers, non-hazardous household cleaners containers (not including pesticide and petroleum containers);

5.1.8 low density polyethylene (LDPE #4) – industrial/commercial/institutional stretch wrap (pallet wrap);

5.1.9 compostable organics

5.1.10 any other materials which may be added to this list from time to time by the Province of Nova Scotia;

5.1.11 household hazardous waste as described in Section 1.29 of this by-law.

5.2 Material banned from disposal by Authority

No person shall dispose of any material (whether similar or dissimilar to any of the foregoing) that has been banned from disposal in a landfill or incinerator by order of the Authority. Posting of a list of such banned material shall constitute due and sufficient notice of the Authority’s order for all purposes.

5.3 Flow control

5.3.1 No person shall export or remove residual waste, construction and demolition waste, or unsorted solid waste generated within the Municipality outside the boundaries of the Western Region;

5.3.2 Notwithstanding subsection 5.3.1 the Municipality may export residual waste, construction and demolition or unsorted solid waste to approved
facilities outside the boundaries of the Western Region.

5.4 No illegal dumping

5.4.1 Except for the placement of solid waste for collection in accordance with this by-law, no person shall deposit, cause to be deposited or permit to be deposited solid waste at any place in the Municipality other than at an approved solid waste management facility designated for the applicable type of solid waste, or at any other site authorized by the Municipality or approved for the purpose by the Minister;

5.4.2 No person shall place solid waste for collection on a property other than a property owned or occupied by that person or in respect of which the person has obtained the consent of the owner or occupier for that purpose;

5.4.3 Notwithstanding subsection 5.4.1 the following depositing activities are permissible:

5.4.3.1 backyard composting, provided that:

a) the composting container or pile is not located within 10 meters of any window or door of a structure on an adjacent property; and

b) the activity is carried out in such manner as not to constitute a nuisance.

5.4.3.2 the concentrated disposal of trees, brush or portions thereof or other farm or forestry waste by decay on forest or farm land, provided this activity is carried out in compliance with all applicable laws of the Province of Nova Scotia; and

5.4.3.3 the nuisance-free disposal of aggregate, soil, bricks, mortar, concrete, asphalt pavement, porcelain or ceramic materials as clean fill, provided this activity is carried out in compliance with all applicable laws of the Province of Nova Scotia.
5.5 **No salvaging**

No person shall:

5.5.1 pick up, remove, disturb or otherwise interfere with solid waste placed at the curb for collection by the Municipality [or by a collector], except as authorized by the Municipality.

5.6 **Ownership of solid waste**

Solid waste lawfully placed at the curb is owned by the Municipality.

5.7 **No solid waste burning**

No person shall burn solid waste in a barrel, stove or other device or in the open as a method of waste disposal, except for brush, tree limbs and milled wood that is free from adhesives, coatings and preservatives, but only where such burning of brush, tree limbs and milled wood is otherwise permitted by law.

5.8 **Litter abatement**

As per provincial regulations, no person shall release or cause litter to be released into the environment, except in accordance with this by-law.

5.9 **Disposal at municipal solid waste management facilities**

5.9.1 No person shall place, cause to be placed or permit to be placed at, in or on a municipal solid waste management facility any material or quantity of material in contravention of:

5.9.1.1 this by-law or any policy of the Municipality or Authority concerning the use of a municipal solid waste management facility, including but not restricted to waste diversion policies requiring the diversion of particular types or quantities of solid waste from particular types of municipal solid waste management facility;
5.9.1.2 the direction of the operator or staff of a municipal solid waste management facility with respect to the type, method, volume, weighing, measuring, time, location or any other conditions for the placement of solid waste; and

5.9.1.3 any federal or provincial law, including any law requiring the diversion of particular types or quantities of solid waste from particular types of solid waste management facilities.

5.9.2 No person shall place, cause to be placed or permit to be placed any solid waste at or adjacent to a municipal solid waste management facility when the facility is not open or when the operator or staff of the municipal solid waste management facility refuses to accept any loads or items of solid waste;

5.9.3 The operator or staff at a municipal solid waste management facility may refuse solid waste under the following circumstances:

5.9.3.1 where the municipal solid waste management facility is not designated for the type of solid waste a person is attempting to place;

5.9.3.2 where a requisite tipping fee has not been paid;

5.9.3.3 where the source of the solid waste is not identified;

5.9.3.4 where the source of the solid waste is outside the boundaries of the Municipality;

5.9.3.5 where the facility is unable to weigh, measure or process the solid waste for any reason, including but not restricted to excessive inventory of solid waste or shortage of space, mechanical or electrical break down or labour dispute;

5.9.3.6 where the operation of the solid waste management facility would be compromised by the placement of the solid waste; or
5.9.3.7 where the *solid waste* would be placed in contravention of this by-law, any law of the Province of Nova Scotia and of the Government of Canada.

5.9.4 No person shall place, cause to be placed or permit to be placed in a *municipal solid waste management facility* any *solid waste*:

5.9.4.1 that is not separated as required by this by-law;

5.9.4.2 that is falsely or misleadingly presented or packaged as *solid waste* of a particular origin; or

5.9.4.3 that is concealed within or inter-mingled with *solid waste* of another kind, type, stream or place of origin;

5.9.4.4 for greater certainty, *solid waste* that is:

a) not permitted to be placed for collection or to be delivered to a *municipal solid waste management facility* pursuant to this by-law; or

b) generated outside the *Municipality* may not be disposed of at a *municipal solid waste management facility* except where the *Municipality* or the operator of a *municipal solid waste management facility* has given a person written approval to do so in advance.

5.10 No accumulation of *solid waste*

5.10.1 No owner or occupant of a property in the *Municipality* shall permit the accumulation of *solid waste* in or around the property to the extent that it is or is likely to become a nuisance or cause an *adverse effect*;

5.10.2 where an owner or occupant permits the accumulation of *solid waste* contrary to subsection 5.10.1, the *Administrator* may enter the property to collect and dispose of the accumulated *solid waste*, the expense of which will be charged to the owner or occupant who has contravened subsection 5.10.1;
5.10.3 for greater clarity, the Administrator may enter the property to collect and dispose of any uncollected solid waste scattered by animals, pests or weather that an owner or occupant fails to remove pursuant 5.14.1.5 of this by-law, the expense of which will be charged to the owner or occupant.

5.11 Municipal collection

5.11.1 Owners and occupants of every property in the Municipality that is subject to municipal collection shall ensure that all solid waste is properly stored and placed for collection and disposal;

5.11.2 Council may provide for general municipal collection of solid waste by its own employees or by a contractor in some or all areas of the Municipality;

5.11.3 without limiting the generality of subsection 5.11.1, Council may, at its discretion, use different classifications for municipal collection of solid waste, including different classifications of collection services and different classifications of waste generators;

5.11.4 without limiting the generality of subsection 5.11.1 and 5.11.2, Council may, at its discretion, limit collection to:

5.11.4.1 particular types of solid waste;

5.11.4.2 properties containing not more than a specified number of residential households;

5.11.4.3 properties which are seasonal; and

5.11.4.4 properties generating industrial waste of a particular type or size or generating not more than a specified volume of solid waste.

5.11.5 owners and occupants of every property in the Municipality that is not made subject to municipal collection are responsible for providing for the lawful collection and disposal of all solid waste in accordance with this by-law, and for paying any associated collection, disposal or tipping fees;
5.11.6 for greater certainty, owners and occupiers of every property in the Municipalit[y] that is not made subject to municipal collection are responsible for separating solid waste in accordance with this by-law;

5.11.7 the Municipalit[y] may contract with owners and occupiers whose properties are ineligible for municipal collection pursuant to this by-law, to provide collection of their solid waste;

5.11.8 the limitations and restrictions in this by-law applicable to general municipal collection shall apply to the owners and occupiers in subsection 5.11.1, except to the extent that those limitations or restrictions are expressly varied in any contract reached between the Municipalit[y] and the owner or occupier pursuant to subsection 5.11.1.

5.12 Special collections

5.12.1 Council may, at its discretion,

5.12.1.1 provide for special municipal solid waste collections on an occasional basis; or

5.12.1.2 provide for municipal collection from a drop-off site of particular types of solid waste, such as discarded Christmas trees, bulky items not eligible for regular municipal collection, leaf and yard waste, household hazardous waste or other specified solid waste.

5.12.2 when providing for special collections pursuant to subsection 5.12.1, Council may limit such special collection to:

5.12.2.1 particular areas of the Municipalit[y];

5.12.2.2 properties containing not more than a specified number of residential households; or

5.12.2.3 properties generating industrial waste of a particular type or size or generating not more than a specified volume of solid waste.
5.13 Separation and storage

5.13.1 Owners and occupants of every property in the Municipality shall separate solid waste at the time and place of generation into the following streams:

5.13.1.1 compostable material;
5.13.1.2 recyclable container materials;
5.13.1.3 recyclable paper materials;
5.13.1.4 residual garbage;
5.13.1.5 construction and demolition debris;
5.13.1.6 contaminated soil;
5.13.1.7 asbestos;
5.13.1.8 solid waste of any type which is not acceptable for municipal collection or accepted at a municipal solid waste management facility, each such type separated in its own stream; and
5.13.1.9 solid waste of any type which is only accepted on the occasion of special collections, or by contract or by express approval in advance of the operator of a municipal solid waste management facility, each such type separated in its own stream

5.13.2 Owners and occupants of every property in the Municipality shall take positive steps to ensure that all solid waste separated in accordance with subsection 5.13.1 remains separated and uncontaminated by any other type of solid waste;

5.13.3 For greater certainty, the obligations to separate and maintain separation of solid waste in subsections 5.13.1 and 5.13.2 extend to owners, management and staff of restaurants, stores, parks, campgrounds, on public streets and other establishments serving the public, which must also provide containers to facilitate separation and non-contamination of solid waste streams by owners, management, staff and clientele as appropriate.
for the type of establishment;

5.13.4 subject to subsection 5.13.1, residual garbage may include compostable or recyclable materials to the extent that separation of compostable and recyclable material was not reasonably possible because of:

5.13.4.1 the fusing or bonding together of materials in the state in which the waste was received; or

5.13.4.2 the reasonable cross-contamination of materials in the ordinary course of use, if such contamination is unavoidable even by the exercise of due diligence.

5.13.5 owners and occupants of every property in the Municipality shall provide sufficient and adequate space and containers for the storage, collection and disposal of any solid waste which may accumulate from time to time on the property;

5.13.6 without limiting the generality of subsection 5.13.5, owners and occupants of every property in the Municipality shall provide space and containers in accordance with the following provisions:

5.13.6.1 compostable material shall be stored in organics carts or in other containers that are water-proof, impervious to domestic and wild animals and rodents and designed to avoid the entrapment any person, and such organics cart or container shall be placed or kept as far as possible from any window or door situated on an abutting or adjacent property, but preferably at a distance of at least 10 meters; and

5.13.6.2 recyclable materials and residual garbage shall be stored inside buildings or in containers that are:

a) water-proof and impervious to domestic and wild animals and rodents and designed to avoid the entrapment of persons;

b) capable of accommodating the quantities of source-separated waste resources generated between collections at that location;
c) designed and constructed such that waste resources remain in a source-separated condition;

d) easily accessible to the occupants;

e) safe for its intended uses;

f) in cases where Authority or Participating Member collection is provided at the storage location, accessible to the Authority or Participating Member collection truck within 5 meters of the loading hoper;

5.13.7 no person shall permit the spillage, blowing or scattering of wastes within the Municipality;

5.13.8 owners and occupants of every property in the Municipality which is eligible for municipal collection of solid waste are responsible for keeping all containers in a clean and useable state and to ensure that they are maintained so as to not become a nuisance;

5.13.9 ICI and multi-unit residential bulk commercial containers used for the collection or storage of solid waste:

5.13.9.1 shall be sturdily constructed, water-proof and impervious to domestic and wild animals and rodents;

5.13.9.2 shall be designed to avoid the entrapment of all persons;

5.13.9.3 shall be accessible to the occupants and safe for its intended users;

5.13.9.4 shall be equipped with a tight-fitting lid with a locking device which shall be kept closed except when the container is being loaded or unloaded;

5.13.9.5 shall be kept clean and in good state of repair;
5.13.9.6 shall not be loaded in a manner which permits waste to extend beyond the internal volume of the container when the lid is closed;

5.13.9.7 shall be labeled for the purpose of identifying what materials the container contains;

5.13.9.8 shall have sufficient space or sectioning to store solid waste separated in accordance with the provisions of this by-law in such a manner that can ensure that separated solid waste remains separated and uncontaminated by other types of solid waste;

5.13.9.9 shall be accessible within 5 meters of the collection vehicle loading hopper;

5.13.10 Owners and occupants of premises serviced by a bulk commercial container shall:

5.13.10.1 keep the area surrounding the container free from any type of waste; and

5.13.10.2 provide instruction to any tenants, visitors or employees to ensure proper separation and disposal;

5.13.11 Any solid waste that is a bulky item that has a door, lid or other apparatus that enables the bulky item to be closed, including but not limited to refrigerators and freezers, shall either be stored inside an enclosed, locked or child-proof building or shall have their door, lid or other closing apparatus removed from the bulky item;

5.13.12 Where a person wishes to dispose of solid waste containing chlorofluorocarbons, that person must:

5.13.12.1 safely deliver the solid waste to the Municipality’s facility designated to deal with chlorofluorocarbons to have the chlorofluorocarbons removed by a certified technician; or

5.13.12.2 arrange to have the chlorofluorocarbons removed by a certified
5.14 Rules for municipal collection

5.14.1 Except as authorized by the Municipality from time to time, including but not restricted to public education documents published in connection with special collection days, persons placing solid waste for municipal collection shall comply with the following:

5.14.1.1 solid waste shall be placed for collection on the curb directly in front of the property that is the source of the solid waste, and shall be placed in such a manner as to interfere as little as possible with pedestrian traffic and snow removal, the distance shall not exceed 5 meters from the edge of the travelled portion of the roadway;

5.14.1.2 solid waste shall be placed for collection by 7:00 a.m. on the day of collection;

5.14.1.3 solid waste shall not be placed for collection more than 1 day before the collection date for that property and for the appropriate type or stream of solid waste;

5.14.1.4 notwithstanding subsection 5.14.1.2 and 5.14.1.3 during special collections, materials for roadside collection shall be set out no earlier than 7 days prior to a special collection;

5.14.1.5 uncollected solid waste and any solid waste scattered by animals, pests or weather shall be removed by the owner or occupant of the property from which that solid waste was placed for collection not later than 9:00 p.m. on the collection date of that property;

5.14.1.6 residual waste collection containers and organic collection carts
shall be removed from the roadside by the end of collection day, except in the case of permanent waste-resource storage containers. Permanent waste-resource storage containers shall comply with this by-law. Organics collection carts shall be removed from roadside and stored on premises. The cart shall be secured to prevent it from being blown into the roadway;

5.14.1.7 residual garbage shall be placed for collection in securely tied, clear, transparent, plastic, water-proof bags and shall not exceed a weight of 15 kilograms per bag. Not more than 5 bags containing residual garbage shall be placed for collection on any one collection day;

5.14.1.8 residual garbage placed pursuant to subsection 5.14.1.7 must be placed in transparent bags as required by subsection 5.14.1.7, except that 1 bag of residual garbage per collection may be placed in a bag that is non-transparent, in which residual garbage of a private or personal nature may be placed. The Municipality reserves the right to grant written variances to this limit in accordance to the Variance Policy approved by the Board of Waste Check;

5.14.1.9 recyclable materials shall be placed for collection in securely tied, blue tinted or clear, plastic, water-proof bags with separate blue bags for recyclable paper materials and recyclable container materials and shall not exceed a weight of 15 kilograms per bag. In the case of corrugated cardboard, bundles or packages, flattened and securely tied weighing no more than 20 kg and measuring no more than 60cm by 60cm;

5.14.1.10 not more than five 5 bags and/or containers containing bags of recyclable materials shall be placed for collection on any one collection day;

5.14.1.11 residual garbage and recyclable material may be placed for collection in waste collection boxes located on the curb, provided that:

a) all residual garbage and recyclable material are properly
bagged as required by this by-law;

b) the box is impervious to domestic and wild animals, rodents, insects, and is designed to avoid the entrapment of persons;

c) the box has a securely hinged lid or lids;

d) the box has a support to hold the lid open while the contents are being emptied;

e) the box is not buried by snow and ice to the extent that it cannot be collected in a safe manner by the collector;

f) the solid waste is placed within the box in accordance with all other requirements of this section, including separation of solid waste streams and placement in specified bags;

g) compostable material and organics shall be placed for collection in organics carts containing a load weight of no more than 100 kg, bundles of brush securely tied and weighing no more than 15 kg with no individual pieces of material greater than 5 cm in diameter or longer than 1.2 m;

h) compostable material and organics may not be placed in plastic biodegradable bags;

i) bulky items placed for collection as authorized for municipal collection by the Municipality shall not exceed 25 kg in weight for any one bundle or container and not exceed 1 cubic meter in size, with the exception of furniture or appliance items, and shall not exceed 325 kg for all bulky items for any one residential unit; and

j) when bulky items are authorized for municipal collection by the Municipality, no more than one of each type of appliance is permitted per collection.
5.14.1.12 persons may only place *solid waste* for collection on the *curb* directly in front of the property that generated the *solid waste* where possible and unless otherwise directed by the Municipal unit;

5.14.1.13 in the case of *multi-unit apartment buildings* the owner shall provide a storage enclosure for *source separated waste resources* in an easily accessible location on the building’s property meeting applicable municipal requirements. The *(Municipality’s collector)* will collect *waste resources* providing it is accessible when the truck arrives. If the storage enclosure is not accessible to the collection truck, all materials shall be placed at road side for collection;

5.14.1.14 collection will only take place on public streets and roads or private roads that are maintained by Nova Scotia Transportation and Infrastructure Renewal (NSTIR), or the Municipality. For all other roads the *source separated waste resources* must be brought to the nearest intersection with a public street or road and placed in accordance to this by-law for collection, or to a drop off depot provided by the Municipality.

### 5.15 Solid waste not permitted for Municipal collection

5.15.1 Except where authorized by the Municipality, no person shall place for collection:

5.15.1.1 *hazardous waste*;

5.15.1.2 *sharps*;

5.15.1.3 *pathological waste*;

5.15.1.4 *hospital and pharmaceutical waste*;

5.15.1.5 *asbestos*;

5.15.1.6 *septic waste*;
5.15.1.7 hot ashes;

5.15.1.8 dead animal carcasses larger than 10 kg;

5.15.1.9 *industrial waste*, including non-residential, farm, forestry or fishing waste;

5.15.1.10 materials that are prohibited from disposal by municipal collection by the laws of the Province of Nova Scotia;

5.15.1.11 *solid waste* generated outside the Municipality;

5.15.1.12 *construction and demolition debris* that exceeds the dimensions or weight allowable for *bulky item* collection by the provisions of this by-law; and

5.15.1.13 other materials or *solid waste* as may be identified as unacceptable for municipal collection by the Municipality, including but not restricted to identification in *public education documents* distributed by the Municipality from time to time.

5.16 Inspection and rejection guidelines

5.16.1 *Waste-resources* set out for collection shall be subject to inspection by the collection contractor or by the *Administrator, By-law Enforcement Officer(s)* or an agent, or employee of the Municipality. *Waste-resources* found not to be *source-separated* according to this by-law may be rejected and not collected;

5.16.2 All loads of *waste-resources* entering a *Municipal Solid Waste Management Facility* are subject to inspection and enforcement action by the facility operator/staff, the *Administrator*, and/or *By-law Enforcement Officer(s)* to ensure compliance with this by-law.
Part 6
Owner and occupant responsibilities for waste resource management

The responsibility for the management of Waste-resources in Industrial, Commercial & Institutional (IC&I) premises and Multi-Unit Dwellings is shared by the property owner and the occupant as follows:

6.1 Property owner’s responsibilities

6.1.1 The property owner shall:

   6.1.1.1 provide waste-resource storage as set out in section 5.13;

   6.1.1.2 in cases where storage is inaccessible to the collection truck as prescribed in section 5.13, ensure that waste-resources are set at roadside by 7:00 a.m. for collection on collection day;

   6.1.1.3 maintain waste-resource storage in a clean and tidy condition at all times, both inside and outside, including the immediate surroundings;

   6.1.1.4 ensure that collection containers and uncollected waste-resources, including litter produced from set-out waste-resources by pests, weather conditions, or otherwise, are removed from roadside by the end of collection day; and

   6.1.1.5 abide by all directives of the By-law Enforcement Officer with regards to the handling of waste-resources.

6.2 Occupant’s responsibilities

6.2.1 The occupant shall:

   6.2.1.1 sort all waste-resources generated in the occupant’s unit as provided in Part 5 of this by-law;

   6.2.1.2 between collections, place sorted materials in the storage provided by the property owner; and
6.2.1.3 abide by all directives of the By-law Enforcement Officer with regards to the handling and sorting of waste-resources.

Part 7
Industrial, Commercial & Institutional (IC&I) or Construction and Demolition Waste-Resources

7.1 In Industrial, Commercial & Institutional (IC&I) Waste-Resource

7.1.1 The property owner or occupant of premises which generate the following waste resources shall either personally or by employees, contractors or agents, and in compliance with all applicable Federal, Provincial, and Municipal laws, promptly remove and dispose of such waste:

7.1.1.1 All waste generated by any industrial, commercial or institutional (IC&I) premises, facility or operation, not eligible for Municipal collection pursuant to this by-law;

7.2 Commercial containers

7.2.1 Any person who supplies and/or uses a commercial container for temporary storage of waste shall ensure that such commercial container:

7.2.1.1 is sturdily constructed of weather proof and animal proof material and is capable of containing the material deposited within;

7.2.1.2 is equipped with a tight fitting lid with a locking device which shall be kept closed except when container is being loaded or unloaded; and

7.2.1.3 is cleaned out regularly, as necessary, to avoid the build-up of odours.

7.2.2 the owner of any premises on which a commercial container is placed shall ensure that:

7.2.2.1 any such container is kept in a manner that is not unsightly and
does not cause a nuisance or health related problem; and

7.2.2.2 that the area around the container is maintained free from litter and waste.

7.2.3 no person shall place waste in any commercial container without permission of the owner of the container;

7.2.4 commercial organic containers or carts must be emptied on a weekly basis. Organics may not be collected in plastic bags;

7.2.5 IC&I waste-resources are subject to inspection by the Administrator or delegate or by-law Enforcement Officer for compliance with this by-law;

7.2.6 the property owner or the renter of a commercial storage container or structure shall ensure that materials are placed in the storage container in a source-separated condition;

7.2.7 the hauler collecting a commercial storage container shall ensure that source separated waste resources are maintained in a source-separated condition and deposited separately at the appropriate facility;

7.2.8 containers for IC&I recyclables shall be blue transparent plastic bags, with separate blue bags for recyclable paper materials and recyclable container materials. Corrugated cardboard shall be bundled separately from the other recyclable paper materials;

7.2.9 containers for IC&I residual waste shall be clear plastic bags.

7.3 Construction and demolition waste

7.3.1 All waste resulting from construction or demolition of any kind, including renovation or repair, except that waste which may be eligible for municipal collection pursuant to this by-law, shall be promptly removed and disposed of in a waste management facility licensed for the disposal of construction and demolition waste;

7.3.2 the property owner or occupant of the premises shall both personally or by
employees, contractors or agents promptly remove and dispose of any construction and demolition material generated on the premises in compliance with all applicable Federal, Provincial, Municipal Laws and Regulations.

Part 8
Offense and penalty

8.1 Violation of By-Law

8.1.1 Any person who contravenes any part of this by-law is guilty of an offence punishable on summary conviction by a fine of not less than [\$500] and not more than [\$5,000];

8.1.2 each day that a person commits an offence under this by-law constitutes a separate offence;

8.1.3 any person who contravenes Part 4 or Part 5 of this bylaw and who is given notice of the contravention may at the discretion of the Municipality pay to the Municipality, at the place specified in the notice, the sum of \$250.00\) pursuant to Payment in Lieu of Prosecution within 14 days of the date of the notice and shall there-by avoid prosecution for that contravention.

Part 9
Repeal and replace

The previous version and all other versions of the Solid Waste By-law are repealed and replaced by this version.
Chief Administrative Officer’s Annotation for Official By-Law Book

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<td>September 25, 2019</td>
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I certify that this Solid Waste Resource Collection and Disposal By-Law S-088-19 was adopted by Council and published as indicated above.

[Signature]
Chief Administrative Officer

Date: Oct 22, 2019

Date of last review: September 25, 2019
Date of last amendment: September 25, 2019
MODY Public Road list at Thu 21 Nov 19

Road name	Communities
Aquatic Dr	Central Chebogue
Arcadia Station Rd	Arcadia
Argyle St	Arcadia
Bain Rd	Pembroke, South Chegoggin
Bayside Cres	Overton
Bayview Rd	Overton
Beals Island	Central Chebogue
Bear Island	Cape Forchu
Beaver River Rd	Beaver River
Bellmont Ave	North Chegoggin
Beveridge Rd	Melbourne
Birch Blvd	Brooklyn
Blackberry Island	Melbourne
Bloomfield Rd	Gardners Mills, Pleasant Valley
Brazil Lake Rd	Brazil Lake, Brenton, Deerfield, Gardners Mills
Brenton Rd	Brenton
Broad Gauge Rd	Arcadia
Broadwood Rd	Pleasant Valley
Brooklyn Rd	Brooklyn
Brown Rd	North Chegoggin
Bunkers Island Rd	Sand Beach
Campbells Lane	Kemptville
Canaan Rd	Canaan, Carleton, Gavelton
Captain Landers Crt	Hebron
Carleton Triangle Rd	Carleton
Cavanaugh Rd	Canaan
Cedar Dr	Hebron, Wellington
Cedar Lake Rd	Cedar Lake
Cemetery Rd	Hebron
Century Dr	North Chegoggin
Charles St	Port Maitland
Chebogue Point Rd	Chebogue Point, Rockville
Chebogue Rd	Arcadia, Central Chebogue, Kelleys Cove, Rockville, Sand Beach
Chegoggin Point Rd	Pembroke
Church Lane	Hebron
Churchill St	Dayton
Churn Rd	Overton
Cleveland Rd	Central Chebogue, Rockville
Club Farm Rd	Carleton
Club Rd	Pinkneys Point
Colonial Ave	North Chegoggin
Comeaus Hill Rd	Melbourne
Comubia Rd	Gavelton
Country Lake Cres	Dayton
County Cres	Hebron
County Line Rd	Lake George
Cranberry Head Rd	Pembroke
Crosby Crt	Hebron
Crosby Rd	Cedar Lake, Lake George, Woodstock
Cross Rd	South Chegoggin
Dayton Rd	Dayton, North Chegoggin
Dearman Dr	Milton Highlands
Dominique Rd	Arcadia
Dunhams Landing Rd	Arcadia
Durkee Rd	Pleasant Valley
East Canaan Rd	East Canaan
Edson Foote Rd	North Chegoggin, Sandford
Egypt Rd	Pleasant Lake
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<tr>
<td>MacCormack Rd</td>
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<td>Street Name</td>
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Existing Waste Collection Network
The Municipality of the District of Yarmouth

- Highway
- Ramp
- Trunk
- Collector
- Local Road

1:200,000
UTM Projection, Zone 20 North
North American Datum 1983 (NAD83)
Canadian Spatial Reference System 1998 (CSRS98)

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