

**THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH CARDINAL**

BY-LAW NO. 2020-36

**“A BY-LAW TO AMEND BY-LAW 2015-11 TO AUTHORIZE
THE CAO TO EXECUTE AN AGREEMENT WITH WASTE CONNECTIONS OF
CANADA INC. FOR CURBSIDE COLLECTION OF SOLID WASTE AND
RECYCLABLES”**

WHEREAS Municipal Council passed a by-law to authorize staff to execute an agreement with BFI Canada Inc for the provision of the curbside collection of solid waste and recyclables at their regular meeting of February 26, 2015; and

WHEREAS BFI Canada Inc became Waste Connections of Canada Inc. on April 17, 2017; and

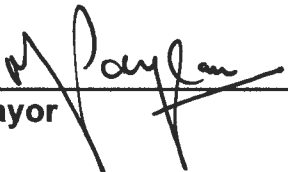
WHEREAS it is desirable to amend said agreement to incorporate the new pricing, as set out in Article III and Appendix C, to reflect the increased costs associated with Waste Connections curbside waste and recycling services;

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:


1. That the CAO is hereby authorized to execute the amending agreement with Waste Connections of Canada Inc, attached hereto as Schedule “A” forming part of this bylaw, on behalf of the Corporation of the Township of Edwardsburgh Cardinal.
2. That this by-law shall come into force and take effect upon passing.

Read a first and second time in open Council this 22 day of June, 2020.

Read a third and final time, passed, signed and sealed in open Council this 22 day of June, 2020.



Mayor



Clerk

June

THIS IS AN AMENDING AGREEMENT made as of the 24 day of ~~May~~, 2020.

BETWEEN:

WASTE CONNECTIONS OF CANADA INC.
(hereinafter called "the Contractor")

-and-

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL
(hereinafter called "the Township")

WHEREAS the BFI Canada Inc. and Township entered into a seven-year agreement on February 26, 2015 ("the Agreement") to provide curbside waste and recycling services to the residents of the Township.

AND WHEREAS BFI Canada Inc. became Waste Connection of Canada Inc. on April 17, 2017.

AND WHEREAS the parties agree that the pricing set out in Article III and Appendix C: Schedule of Items and Pricing should be increased as of March 1, 2020 to reflect the increased costs associated with the Contractor's curbside waste and recycling services.

AND WHEREAS the parties now wish to amend the said Agreement to reflect the foregoing circumstances,

THIS AGREEMENT WITNESSETH that in consideration of the Agreement and the covenants and agreements herein set forth and provided for, the parties hereto respectively covenant and agree as follows:

1. Article III, Clause a) shall be and is hereby of no force and effect. It shall be replaced with the following:

To pay the Contractor in lawful money of Canada for the performance of the work of the Contract, as described in Appendix C – Schedule of Items and Prices, as submitted by the Contractor. It is estimated that the aggregate payable under this Agreement will be in the amount of **\$2,208,731.50** (Plus HST). Additional work may be performed if agreed to, in writing, by both parties as indicated in Article III c).

2. Appendix C: Schedule of Items and Pricing shall be and is hereby of no force and effect. It shall be replaced as follows:


The parties agree to the following weekly all-inclusive contract tender price for both solid waste pickup and disposal for the Township of Edwardsburgh/Cardinal. Anticipated increase in the number of additional eligible units per year have been included in the table below. Provide yearly costs for the term of the contract.

Weekly Curbside Solid Waste Collection	# of Eligible Units	TOTAL ANNUAL COST
YEAR ONE (March 2015 – Feb 2016)	2942	\$289,650.00
YEAR TWO	2971	\$295,732.65
YEAR THREE	3001	\$301,943.03
YEAR FOUR	3031	\$308,283.84
YEAR FIVE	3061	\$314,757.80
YEAR SIX (March 2020 – Feb 2021)	3092	\$337,436.10¹
YEAR SEVEN (March 2021 – Feb 2022)	3123	\$360,928.08²
		TOTAL: \$2,208,731.50


- NOTE: a) Contractor is to collect only garbage and refuse that is placed in the appropriate Township of Edwardsburgh/Cardinal trash bags. Other requirements are outlined in Sec. 3 – Requirement Details.
- b) Refused garbage must be identified with a Refusal Sticker (provided by the Township) and explanation.
- c) Waste and recyclables are to be disposed of at an approved landfill site. The Township does not own or operate a site suitable for the disposal of collected material.

IN WITNESS WHEREFOR the parties have signed this Amending Agreement.

WASTE CONNECTIONS OF CANADA INC.

Per: 
(I have authority to bind the corporation)
 Alim Lalani, Corporate Counsel - Canada

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

Per: 
 Dave Grant, CAO

¹ 5% annual increase for 2020/2021 being \$321,367.71 (original bid price) x 5%.

² 10% annual increase for 2021/2022 being \$328,116.44 (original bid price) x 10%.