

The Municipality of the District of St. Mary's

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REQUEST FOR PROPOSAL

Curbside Collection of Residential Solid Waste & Recyclables

2022-2027

Proposals must be received no later than February 21st, 2021 at 4:00pm.

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NOTICE TO PROPONENTS

MUNICIPALITY OF THE DISTRICT OF ST. MARY'S- RESIDENTIAL WASTE & RECYCLABLES COLLECTION

Proposals can be submitted in envelopes plainly marked "PROPOSAL FOR CURBSIDE COLLECTION OF RESIDENTIAL WASTE & RECYCLABLES 2022-2027" mailed to the Municipal Office, Municipality of the District of St. Mary's, 8296 Highway 7, P. O. Box 296, Sherbrooke, Nova Scotia, B0J 3C0, or emailed to marissa.jordan@saint-marys.ca up to 4:00 p.m. local time February 21st, 2022. The submission is for the provision of residential waste & recycling collection in the Municipality of the District of St. Mary's for a five-year term commencing April 1, 2022.

The collection area for residential waste and recyclables, including seasonal households, within the entire Municipality of the District of St. Mary's. The RFP also includes the provision of one 40-yard container with cover for residential waste at the Municipal Transfer Station, 150 Gegogan Road, Highway 7. All materials are to be delivered to the Guysborough Waste Management Facility, 151 Waste Management Road, Boylston or to the Materials Recovery Facility, 185 Mingo Road, Kemptown, as appropriate. More detail on these items is included in the Proposal Documents.

Proposals may be obtained from the Municipal Office, Municipality of the District of St. Mary's, 8296 Highway 7, PO Box 296, Sherbrooke, Nova Scotia, B0J 3C0, or online at: www.saint-marys.ca/business/tenders or www.procurement.novascotia.ca.

Proposals must be accompanied by:

- a Certified Cheque or a Bid Bond from an acceptable bonding company payable to the Municipality in the amount of 7.5% of the total amount of the bid, for the first year of the term of the Contract including HST and;
- a Consent of Surety for the required Performance Bonding or Alternative Security, in the amount of 50% of the total amount of the bid for the first year of the term of the Contract, including HST, and;
- the fully completed Schedule #1 identifying the contract price breakdown, and;
- evidence of experience and familiarity with residential waste collection as contemplated by Schedule #2, and;
- evidence of Workers Compensation Board & Safety Status as specified in Section 3.10, and;
- evidence of commercial general liability as specified in Section 3.11.

The Municipality reserves the right to reject any or all proposals or to accept any proposal considered to be in the best interest of the Municipality. The lowest or any proposal will not necessarily be accepted, but if a proposal is accepted, it is the intention of the Municipality to award all components of the proposal to the successful bidder.



Marissa Jordan, CAO

Municipality of the District of St. Mary's
P. O. Box 296, Sherbrooke, Nova Scotia, B0J 3C0
(902) 522-2432

1. DEFINITIONS

RESIDENTIAL WASTE

Residential Waste means any municipal solid waste remaining after diversion of recyclables, compostable organics, hazardous waste and other materials banned from the Guysborough Solid Waste Facility Landfill.

RECYCLABLE MATERIALS

Recyclable materials are as defined in the attached Municipal Sorting Guide (Appendix C).

2. CONTRACT TERMS & PRICING

2.1 CONTRACT PERIOD

The Contract period is for a 5 (five) year term from April 1, 2022, to March 31, 2027.

2.2 PAYMENT

Payment shall be made to the Contractor within 30 days after receipt of month-end invoice representing one-twelfth (1/12) of the year's lump sum bid for years 1 through 5.

2.3 TIPPING FEES

The Contractor shall not be responsible for the payment of tipping fees and the price quoted should not include tipping fees.

2.4 FUEL ADJUSTMENT & PRICING

A fuel adjustment clause will be part of the contract. This clause will allow for a change in the price per litre (upwards or downwards) to affect the amount paid to the Contractor and will be adjusted on each anniversary period of the contract.

Bidders are requested to submit their bids based on a diesel fuel price as set by the Nova Scotia Utility and Review Board for April 1, 2022, for Zone 5. The Proposal shall list the price used per litre exclusive of HST. An increase or decrease in fuel prices will be determined by averaging, the wholesale selling price of ultra-low sulphur diesel as established by the Nova Scotia Utility and Review Board for Zone 5 in the Province of Nova Scotia on the first working day of each month. At the contract anniversary date, the monthly prices will be compiled and averaged to determine a price adjustment for the year. The average annual increase or decrease in fuel prices will be rounded to the nearest whole number.

A net annual increase in fuel costs will result in payment of a surcharge to the Contractor. A net annual decrease in fuel costs will result in a rebate to the Municipality. Adjustments will be made in a lump sum annually at the anniversary date of the contract. For adjustments made in the final year of the contract the Municipality will compensate the Contractor in a lump sum in the event of a fuel price increase, and the Contractor will compensate the Municipality in a lump sum in the event of a fuel price decrease. Formal contract terms shall incorporate the above specifications and the standard contract clauses.

3. SERVICE SPECIFICATIONS

These specifications shall form part of the Proposal for Curbside Collection of Residential Waste & Recyclables.

3.1 BID SPECIFICATIONS

Bidders are required to provide bids for the following:

COLLECTION, REMOVAL AND DISPOSAL

Collection removal and disposal of residential garbage, bulky items and two-stream recyclables for all year-round and seasonal households (including multi-unit buildings) and businesses on all public roads designated throughout the Municipality of the District of St. Mary's (see Appendix A).

BULKY ITEMS

Bulky items will be collected and delivered to the Municipal Transfer Station, 150 Gegogan Road, Highway 7 for sorting into the appropriate waste stream.

CONTAINERS

The provision of one 40-yard container with cover for residential waste at the Municipal Transfer Station.

HAULAGE SERVICES

Haulage services for two containers (one owned by the Municipality) located at the Municipal Transfer Station on an as requested basis.

3.2 DWELLING ESTIMATES

The following table contains estimates of the existing number of year-round and seasonal dwelling units from which residential garbage and two-stream recyclables are to be collected. This estimate is provided for convenience only. It is the Contractors responsibility to familiarize themselves with the area, independently assess the number of households, volume of waste and the number of collection stops, as well as the prospects for change in these and other variables during the term of the Contract prior to bidding. No price adjustment shall be paid for increases in population, waste volumes, or the number of collection stops. In 2020/21 the tipping fee receipts indicated there were 533.51 tonne of solid waste and 78.76 tonne of recyclables collected in the District for that fiscal year.

Table 1. St. Mary's Dwelling Estimates

	# of Year-Round Households and seasonal Dwelling Units (2022 Property Assessment Roll)	# of Businesses
Garbage & Bulky Items	1,922	101
Two-Stream Recyclables	1,922	101

**Values from January 2022 Area Rate Tax Roll*

3.3 COLLECTION SCHEDULE & ROUTING

Year-round residences, seasonal residences and businesses must receive alternating weekly residential waste collection based upon a maximum allowable volume of 4 bags per week as stipulated by the Municipality. Residences and businesses alternate between residential waste and two-stream recyclables collection the same day of the next week for the period from October 1st to May 31st of each year. Bulky items will be collected on a biweekly basis for the entire year. Between June 1st and September 31st the Contractor shall provide weekly collection of residential waste while maintaining biweekly collection of bulky items and two-stream recyclables during this period.

3.4 SEASONAL RESIDENCES

Seasonal residences and cottages shall receive the same service as year-round households from the period starting on May 1st to November 1st. Service for seasonal residences and cottages required for the remainder of the year will be on an as requested basis. Contractor will ensure telephone and email contact information is readily available to seasonal residents and that truck operators are in contact with head office to receive pickup requests on a timely basis.

3.5 ROUTING & SCHEDULING

The Contractor is responsible to develop area routing and scheduling for the collection area. A map providing an estimate of the number of dwelling units by Municipal Council District is provided for information only in Appendix A. Routing should not be confusing to residents and businesses. The bidders are responsible to provide area routing and scheduling in their Proposals subject to the following provisions:

SOLID WASTE

Residential solid waste must be collected once every two weeks between October 1st and May 31st each year and once a week for between June 1st and September 31st each year;

RECYCLING

Recycling must be collected once every two weeks for the entire year;

BULKY ITEMS

Bulky Items must be collected once every two weeks for the entire year, and will coincide with residential waste collection.

EXTRA PICK-UPS

Routing should be set-up to allow the business community the opportunity of extra pickups on a fee-for-service basis, if requested. To accomplish this during the biweekly collection period for residential waste (October 1st to May 31st), the bidder may choose to have residential waste collection in one area and recyclables collection in another area in the same week thereby giving access to businesses for extra collections for both residential waste and recyclables (if requested) by collection vehicles in the area. Such extra collections are not included in this Proposal and, if required, will be paid for by the business directly to the collector.

DELIVERY TO OTHER FACILITIES

Routing and scheduling must be based on delivering residential waste to the Guysborough Waste Management Facility and two stream recyclables to the Colchester Materials Recovery Facility within their normal working hours.

ASSOCIATED COSTS

The Contractor shall be liable for all costs associated with the production, distribution and related public education and relations efforts required in the provision of new calendars and schedules to residential customers related to establishing the collection routes or schedules and any changes made to them during the term of the contract.

3.6 AMMENDMENTS

The Municipality may from time to time amend the list of banned or recyclable materials to be collected to conform to directives from the Municipal Council or the Province.

3.7 SOLID WASTE-RESOURCE MANAGEMENT BY-LAW

The Contractor shall collect, remove and dispose of only that residential waste and recyclable materials which have been placed for collection in accordance with the provisions of the Municipality of the District of St. Mary's Solid Waste-Resource Management By-law as amended from time to time, and which appear to be separated into the appropriate streams and categories of waste (See Appendix B for the By-law and Appendix C for the Municipal Sorting Guide).

3.8 COMPLIANCE

The Contractor shall comply with all laws in force in the Province of Nova Scotia and, in particular, but without limiting the generality of the above, with any regulations of the Department of Environment which are now in existence, or which may hereinafter be made and all relevant provisions of the Public Health Act, and the Environment Act, and the Occupational Health and Safety Act. The Contractor acknowledges that the Municipality shall rely upon the successful bidder to comply with such legislation and to carry out, or have others carry out for it, such inspection and testing as is appropriate to enforce complete compliance with such Legislation.

3.9 WITHHOLDING OF PAYMENTS

The Municipality may withhold any and all payments due to the Contractor in the event of receiving notice of any serious complaint with respect to the service, or anything in connection therewith, and such payment or payments may be withheld until the cause of complaint has been removed by the Contractor in addition to any other remedies available to the Municipality.

3.10 WORKERS COMPENSATION BOARD & SAFETY STATUS

The Contractor shall, at all times, pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the Workers Compensation Act, and the Municipality may pay the same and deduct such expenses from monies due the Contractor. The Contractor shall, at the time of entering into any contract with the Municipality, make a statutory declaration that all assessment or compensation

payable to the Workers Compensation Board have been paid, and the Municipality may, at any time during the performance of or upon the completion of such contract, require further proof that all assessments or compensation have been paid in accordance to law.

The Contractor will, at all times, be a member in good standing with either the Nova Scotia Safety Council or the Nova Scotia Construction Safety Association, or equivalent accredited organization. The Contractor must provide certification of this fact annually to the Municipality.

The Contractor shall provide evidence of coverage by way of a current Clearance Letter (letter of good standing) from the Workers Compensation Board of Nova Scotia. The Contractor shall also be responsible for obtaining and providing evidence that any SubContractor connected with the performance of this contract are also covered. Updated letters are required to be provided to the Municipality throughout the performance of this contract.

3.11 COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability insurance on an occurrence basis with a minimum limit of \$5,000,000 for bodily injury including death, personal injury and property damage including loss of use, and also covering for (a) blanket contractual liability; (b) owners' and Contractors' protective liability; (c) broad form property damage; (d) tenant's legal liability; (e) non-owned automobile liability; and (f) contingent employer's liability and (g) products and completed operations liability. This insurance shall include the "Municipality of the District of St. Mary's" as an additional insured and contain both cross-liability and severability of interest clauses. Excess or umbrella insurance may be used to achieve the required insured limits.

All insurance required to be maintained by the Contractor shall be provided by insurers maintaining a Minimum AM Best "A-" financial rating, shall be primary with respect to, and not contributing to or in excess of, any other similar or complementary insurance maintained by the Municipality and shall be placed with such insurers and in such form and with such deductibles as are acceptable to the Municipality acting reasonably. Any deductible or self-insured retention in such insurance shall be at the sole cost of the Contractor.

3.12 DAMAGE

Any damage to the Guysborough Waste Management Facility and/or the Material Recovery Facility buildings or equipment as the result of the improper use of garbage/recyclable collecting equipment by the Contractor or its employees or agents shall be the responsibility of the Contractor and the costs of any repairs necessitated by the damage may be deducted by the Municipality from the monies due to the Contractor as payment for the repairs. The Contractor shall keep himself and his servants and agents continuously insured against Public Liability and Property Damage in the amount of at least \$2,000,000.00 per vehicle for each and every collection or transportation vehicle used in carrying out this Contract and shall obtain Comprehensive General Liability insurance coverage with limits of not less than \$4,000,000.00.

3.13 DISPOSAL SITES

Residual waste collected will be taken for disposal to the Guysborough Waste Management Facility, 151 Waste Management Road, Boylston, with recyclable materials being delivered to the Materials Recovery

Facility, 185 Mingo Road, Kemptown, saving and excepting any occasion when the necessity might arise, in the sole discretion of the Municipality, due to strikes, lockouts, or other complete or partial closures when residual waste would then be disposed of in an area and in such a manner as directed by the Municipality. If a disposal site other than those indicated above is required, the Contractor shall be compensated for extra mileage.

3.14 WEIGHT RESTRICTIONS

It will be the Contractor's responsibility to maintain a contracted level of service on all public roads throughout the Municipality. The Contractor must be aware that spring weight restrictions may temporarily necessitate the use of alternative collection equipment during these periods.

3.15 COLLECTION TIMES & AREA

Collection is to commence no earlier than 7:00 a.m. with all residential waste to be delivered to the Guysborough Solid Waste Facility each day within the regular working hours established at that facility. Recyclables will be delivered to the Materials Recovery Facility during the hours established by that facility.

3.16 HOLIDAYS

At present, New Year's Day, Good Friday, Victoria Day, Canada Day, the first Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day are the holidays where the collection day may be changed. The Contractor, in consultation with the Municipality, will establish alternate days when required. In the event that a holiday collection is to be undertaken on an alternate day, no additional monetary compensation will be paid to the Contractor for holiday pick-up.

3.17 SERVICE CANCELLATION

In the event that the Contractor recommends that collection services be cancelled due to poor road conditions, authorization from the Municipality of the District of St. Mary's is required. Contact with the Municipal Clerk must be made by 6:00 AM on the day cancellation of collection is being considered. Confirmation of cancellation will be done by the Municipal Clerk or designated person. The Contractor will contact the local radio stations. Alternate collection dates will be decided on a case-by-case decision. Where residual waste or recyclables are not able to be collected due to local road conditions, vehicle breakdown or other unforeseen event, the Contractor will make all practicable efforts to resume collection within a period of forty-eight (48) hours.

3.18 CONTRACTOR'S OFFICE

The Contractor will maintain an office equipped with a telephone and a fax machine and will be staffed during all collection days from 8:00AM to 4:00PM and must be accessible to receive communication from the Municipal Office. The Contractor's office must be equipped with a two-way radio system, duly licensed by Industry Canada and such that there will be radio communication with waste collection vehicles throughout all areas of the county. Said radio system to be properly licensed by Industry Canada. The residual waste and recyclables collection trucks are to be properly covered, constructed, and maintained to eliminate the depositing of crushed debris and water/liquid leakage onto the roads during

the operation of the Contract. All collection vehicles must be equipped with oil absorbing agents including broom and shovel (SPILL KIT). It is the Contractor's responsibility to immediately clean up any debris/liquid which falls from the truck.

3.19 COLLECTION EQUIPMENT

All collection equipment supplied by the Contractor will be equipped with strobe warning lights, mounted at the front and rear of the vehicle and operated at all times during collection operations. Vehicles shall also be equipped with back-up warning alarms and emergency fire extinguishing apparatus, as well as first aid equipment and two-way radios. All collection vehicles supplied by the Contractor must be no more than five (5) years old. Vehicles manufactured prior to the year 2022 are not acceptable. No vehicle, additional or replacement, may enter into service throughout the duration of the contract period at an age greater than five years. The successful bidder will be required to provide the Municipality with proof of age of all collection vehicles.

All equipment used for the collecting of garbage or recyclables must have the tare weight registered with the Municipality of the District of St. Mary's and the permit number displayed on the left front of the vehicle as per requirements of the Municipal Clerk. All vehicles used for purpose of this contract must be clearly identified with the Contractor's name and telephone number prominently displayed on both sides of the vehicle.

The Contractor shall not use any vehicle for collection of recyclables having a greater height than twenty-seven feet (27'), or 8 metres, in the dumping position. The Contractor's vehicles must not be in the dumping position entering or exiting the buildings at the Material Recycling Facility.

Municipal Staff may inspect the garbage/recyclable collecting equipment of the Contractor at any time.

3.20 SUPERVISOR & LIAISON

The Contractor shall have on duty, on all collection days, at least one supervisor having for his/her use a cellular phone and two-way radio to ensure courteous, prompt and efficient servicing of complaints and enquiries. This supervisor will be appointed to liaise directly with the Municipal Office. The person appointed by the Contractor to liaise with the Municipal Office must be acceptable to the Municipal Clerk. The Contractor shall notify the Municipal Office before 4:00 p.m. in the afternoon on the day in which the Contractor has failed to pick up residential waste, bulky items or recyclables, on any route or any part thereof and shall advise of the reasons for the failure. This notification to be forwarded by e-mail, in a format acceptable to the Municipal Clerk, to the attention of the Municipal Clerk at mallory.fraser@saint-marys.ca. 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. No additional monetary compensation will be paid for this service.

3.21 PERSONAL PROTECTIVE EQUIPMENT

The Contractor must supply and enforce the use of personal protective equipment for persons involved in waste collection or transportation.

Protective clothing in the form of safety vests of fluorescent blaze orange colour with yellow reflective tape is to be supplied to and worn by all workers at all times while collecting. For the purpose of this

contract, collection vehicle employees shall wear shirts and long pants while performing their duties on behalf of the Contractor. The Contractor must enforce any other safety equipment such as gloves, hard hats, safety glasses, and boots as necessary.

The Contractor must use due care in the execution of the works so that no person is injured by any act, error, or omission or default of the Contractor.

3.22 CURBSIDE COLLECTION

The Contractor will be required to pick up the household garbage (current maximum of four bags per week per household or per business) and recyclables (see Appendix B for the Municipal Bylaw), and transport the items collected to the Guysborough Solid Waste Facility or Colchester Materials Recovery Facility. The collectors shall properly return the residential containers and covers to the location from where they were picked up, immediately upon depositing their contents into the residual waste or recyclables collection trucks. The Contractor will only collect from one side of the road at a time, collection personnel are not permitted to crisscross the road. The Contractor must ensure that all residential curbside waste storage containers are checked each collection day for recyclables or residual waste and that covers are closed after material is removed.

3.23 TWO-STREAM RECYCLING PROGRAM

The Municipality of the District of St. Mary's operates a two-stream transparent blue/clear bag recycling program. One stream is paper products, and the other stream is plastics, glass, tin, metal, aluminum. Recyclable materials must be collected in only blue or clear bags with the contents being clean and dry. Corrugated cardboard can be collected in bundles in the dimensions of 4 ft x 2 ft x 2 ft. or less.

3.24 CONTAMINATION LIMITS & PENALTIES

The Proponent is required to prepare its bid based on the knowledge that recyclable materials must be collected and delivered for processing in a split stream format, as specified in Appendix C, **with no compaction permitted**. Proponents are advised to confirm acceptable levels of contamination limits with the Materials Recovery Facility Operations Manager prior to submitting their bid. A list of the materials comprising these two separate recyclable streams are attached for reference, as Appendix C. All recyclable materials must be transported to the Colchester Materials Recovery Facility for processing. Recycling materials that do not meet the requirements and exceed the contamination limit are required to be stickered and left at the curb. The Municipality will provide the educational stickers. The Contractor is responsible for collecting properly sorted material only.

The penalty for collecting contaminated material is not limited to and could be a combination of the following: removal and resorting of material at the cost of the Contractor, restricting driver access with repeated offences and or deducting municipal costs from Contractor invoices.

3.25 RESIDUAL WASTE

All residual waste and recyclable materials placed at the curbside for residential collection are the sole property of the Municipality of the District of St. Mary's and all materials must be transported to designated facilities as described in section 3.12. The Contractor shall not remove, nor allow any other

party to remove, collection items from any of the waste streams without prior written instruction and approval by the Municipality of the District of St. Mary's.

The Contractor shall cooperate with enforcement activities of the Municipality regarding the placement of residual waste for collection.

3.26 COLLECTION ON PRIVATE ROADS

Collection for all year-round and seasonal homes located on private roads will take place at the nearest public road. Residents are responsible for all waste placed at these locations including the proper storage bins.

3.27 CONTAINER TRANSPORT

The Contractor will be required to haul either the 40 cubic yard container supplied as part of this bid or the 20 cubic yard container owned by the Municipality from the Municipal Transfer Station, 150 Gegogan Road, Highway 7 to the Guysborough Solid Waste Facility, 151 Waste Management Road, Boylston on an as requested basis. The container shall be replaced on the same day with either the same container or an equivalent one provided by the Contractor.

3.28 RESIDENT EDUCATION & REJECTED MATERIALS

It will be the responsibility of the Contractor and his collection staff to assist the Municipality in ongoing curbside education and promotion efforts of all waste diversion programs. The Municipality will supply the Contractor with educational stickers. It is the responsibility of the Contractor to reject and apply appropriate stickers for any material left at a serviced unit, stating the reason why material was rejected. The Contractor must keep a detailed record of rejected serviced units including collection day, time, name of road, vehicle and operator, address, customer service calls, complaints received and action taken.

4. SUBMISSION OF PROPOSALS

4.1 LOCATION & DEADLINE

Proposals for the curbside collection of source separated residential waste and recyclables will be received by the Municipality of the District of St. Mary's in the Municipal Office, 8296 Highway 7, P. O. Box 296, Sherbrooke, Nova Scotia, B0J 3C0, up to 4:00pm, local time on February 21st, 2022 and will be publicly opened at 9:00am, local time on February 22nd, 2022. Proposals received after 4:00pm, local time on February 21st, 2022, will be returned unopened. Paper copies of proposals must be submitted in sealed envelopes plainly marked PROPOSAL FOR CURBSIDE COLLECTION OF RESIDENTIAL WASTE & RECYCLABLES 2022-2027 addressed to Marissa Jordan, CAO or emailed to marissa.jordan@saint-marys.ca. The Bid price shall remain in effect for sixty (60) calendar days from the closing date.

4.2 BID BOND

Each Proposal must be accompanied by the required Certified Cheque/Bid Bond and Consent of Surety as identified in the Notice to Proponents.

A Certified Cheque drawn upon a Canadian chartered bank in favour of the Municipality of the District of St. Mary's, or a Bid Bond issued by a Company authorized to transact guarantee insurance in Nova Scotia, in the amount of 7.5% of the total amount of the bid, for the first year of the term of the Contract including HST, shall be enclosed with the Proposal. The successful bidder's security will be retained until he has signed the Agreement and furnished the required Bonds, and in the event of failure to do so the security is subject to forfeiture. The Municipality reserves the right to retain the security of other bidders until the successful bidder enters into the Agreement or until 30 days after bid opening, whichever is lesser.

4.3 PERFORMANCE BOND

Throughout the contract period, the Contractor will be required to maintain in full force and effect a Performance Bond from an acceptable surety Company for an amount equal to 50% of the Total Amount of the bid, including HST, for the first year of the contract. Proponents may substitute in place of the Performance Bond, alternative security in the same amount. Alternative security includes a Letter of Credit or Letter of Guarantee from a financial institution acceptable to the Municipality provided that (a) the terms of such Letter are acceptable to the Municipality; and (b) the Contract between the Municipality and the Contractor will contain terms acceptable to the Municipality regarding the exercise by the Municipality of its rights to call upon such Letter. Proponent wishing to determine whether any alternative security they are proposing is acceptable to the Municipality should make inquiries of the Municipal Clerk before bidding

4.4 ACCEPTABILITY OF PROPOSALS

All bids shall be made upon the forms provided, properly executed and with all items completed. The wording of the Proposal Documents, including the Schedules, shall not be changed, and words shall not be added to the wording of the Proposal Documents, including the Schedules, except where specifically authorized, and except to the extent of completing blank spaces on the Schedules.

Proposals that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, or that contain additions or deletions not called for, reservations, erasures, alterations, or irregularities of any kind, may be rejected as noncompliant.

The Municipality reserves the right to waive any irregularity or insufficiency and to accept the Proposal which it deems most advantageous to the Municipality.

The lowest or any Proposal will not necessarily be accepted.

The Municipality will not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by a proponent prior to, or subsequent to, or by reason of the acceptance or the non-acceptance by the Municipality of any Proposal, or by reason of any delay in the allowable period of acceptance of a Proposal.

4.5 COMPETENCY OF BIDDERS

In awarding the Contract, the Municipality may consider the extent to which a Contractor is known to be skilled and regularly engaged in work of a character similar to that covered by the proposed Contract, and to have access to appropriate collection equipment. In order to aid the Municipality in this

determination, a Contractor will furnish evidence of the Contractor's experience and familiarity with work of the character specified, as contemplated by Schedule #2.

4.6 PERFORMANCE BOND OR LETTER OF CREDIT AND CONSENT OF SURETY LETTER

The Contractor must provide a letter from a Bonding Company authorized to carry on business in Nova Scotia addressed to the Municipality stating the Bonding Company will issue a Performance Bank Bond for fifty percent of the total contract price, plus HST, for the first year of the Contract. This (consent of surety) letter must be submitted with the Proposal.

The successful Contractor shall be required to produce the Performance Bond, in a form acceptable to the Municipality, prior to the execution of the Formal Contract.

All required bonds shall be executed by a Bonding Company authorized to carry on business in Nova Scotia and shall be made payable to the Municipality. All costs of purchasing and administration for bonds shall be paid by the Contractor and included in the Proposal Price. The bonds shall contain such terms and conditions as are acceptable to the Municipality.

The Municipality may accept, in substitution for the Performance Bond, an irrevocable Letter of Credit or Guarantee from a Canadian chartered bank subject to the acceptability of the form of such letter and the terms upon which it is to be exercised, in which event all other provisions herein, including the requirement of a letter from the proposed provider of security, shall apply with any necessary changes for context. The intent of these provisions is to require surety to be continuously in place throughout the entire contract period for an amount equal to one half of the bidder's contract price plus HST for the first year of the contract.

4.7 DISCREPANCIES AND OMISSIONS

If any potential bidder is contemplating submitting a Proposal for the work and is in doubt as to the meaning of any part of the Contract or Proposal Documents, or finds discrepancies in or omissions from any part of the Contract or Proposal Documents, the bidder may deliver to the Municipality a written request for a written interpretation or correction thereof not later than ten days before the Proposal Closing Date. The bidder may not rely on any interpretation or correction except those which are provided in writing.

4.8 ADDENDA TO PROPOSAL DOCUMENTS

The Municipality may issue addenda adding to, deleting, clarifying or varying provisions in the Proposal Documents.

4.9 ADDRESS FOR COMMUNICATIONS

All communications regarding this work and the Proposal Process shall be addressed to the attention of: Marissa Jordan, Chief Administrative Officer, Municipality of the District of St. Mary's, 8296 Highway 7, P. O. Box 296, Sherbrooke, Nova Scotia, B0J 3C0, marissa.jordan@saint-marys.ca

4.10 INCREASES AND DECREASES DURING THE TERMS OF THE CONTRACT

The Municipality may increase or decrease Contractor's services during the Term of the Contract, in which event the contract price shall be adjusted reasonably to reflect the change. The Contractor will supply a cost per week for Residential Solid Waste pick up on Schedule #1- Year 1 for consideration. Examples of reasons for changes to services could include provincial regulatory requirements and efforts for efficiency improvements in collection services. In the event of a disagreement, the price adjustment shall be determined by an arbitrator.

4.11 FORMAL CONTRACT

The successful bidder shall be required to execute a formal contract, in a form satisfactory to the Municipality to give effect to the Proposal.

5. RFP TERMS AND CONDITIONS

5.1 RIGHTS OF THE MUNICIPALITY – ACCEPTING /REJECTING PROPOSALS

The Municipality reserves the right to reject any or all Proposals or to accept any Proposal considered to be in the best interest of the Municipality. The Municipality reserves the right to select a proposal, in whole or in part, other than the lowest price proposal based on any criteria which in its sole and absolute discretion the Municipality deems to be in its best interest.

The Municipality shall not be responsible for any liabilities, cost, loss or damage incurred, sustained or suffered by any interested party, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the Municipality of any response, or by reason of any delay in the acceptance of the response.

The Municipality reserves the right to request Proponents to provide additional information and address specific requirements not accurately or adequately covered in their initial submissions.

NOTE: The foregoing specifications, terms and conditions form part of, and must be attached to, every Proposal and all pages must be initialed by the bidder and returned.

5.2 FURTHER INFORMATION

Any questions in relation to this Request for Proposal should be directed to:

Marissa Jordan, Chief Administrative Officer

Phone: 902-522-2049

Email: marissa.jordan@saint-marys.ca

6. SCHEDULES

SCHEDULE #1- RESIDUAL WASTE & RECYCLING COLLECTION CONTRACT

YEAR ONE

1. Residential Waste Collection for year-round and seasonal households and businesses in the Municipality of the District of St. Mary's including biweekly collection October 1st to May 31st and weekly collection from June 1st to September 31st. Includes biweekly collection of bulky items year-round.	\$
2. Biweekly Recyclables Collection for year-round and seasonal households and businesses in the Municipality of the District of St. Mary's for the entire year.	\$
3. Supply of one 40 yard container with cover for residential waste at the Municipal Transfer Station in Goldenville.	\$
Subtotal	\$
HST	\$
YEAR ONE TOTAL	\$

YEAR ONE- Supplemental Bid Items

a) Haulage fee per trip for taking either the 40 yard container supplied by the Contractor or the existing 20 yard container owned by Municipality from the Municipal Transfer Station to the Guysborough Solid Waste Facility and either replacing it with the same sized empty container or returning the empty container (HST extra) (Bid Prices to be compared based on 26 hauls per year)	\$ /haul
b) Price of Fuel Used in Bid (HST extra) BASE PRICE	\$
c) Bid Adjustment Price as per Section 2.4 (HST Extra)	\$ /litre
d) Individual weekly price for Residential Waste Collection if weeks were to be added to the existing specifications in contract.	\$ /week

Date _____

Corporate Name of Bidder _____

Signature of Authorized Representative _____

SCHEDULE #1- RESIDUAL WASTE & RECYCLING COLLECTION CONTRACT... cont'd

YEAR TWO

1. Residential Waste Collection for year-round and seasonal households and businesses in the Municipality of the District of St. Mary's including biweekly collection October 1st to May 31st and weekly collection from June 1st to September 31st. Includes biweekly collection of bulky items year-round.	\$
2. Biweekly Recyclables Collection for year-round and seasonal households and businesses in the Municipality of the District of St. Mary's for the entire year.	\$
3. Supply of one 40 yard container with cover for residential waste at the Municipal Transfer Station in Goldenville.	\$
Subtotal	\$
HST	\$
YEAR TWO TOTAL	\$

YEAR TWO- Supplemental Bid Items

a) Haulage fee per trip for taking either the 40 yard container supplied by the Contractor or the existing 20 yard container owned by Municipality from the Municipal Transfer Station to the Guysborough Solid Waste Facility and either replacing it with the same sized empty container or returning the empty container (HST extra) (Bid Prices to be compared based on 26 hauls per year)	\$	/haul
--	----	-------

Date _____

Corporate Name of Bidder _____

Signature of Authorized Representative _____

SCHEDULE #1- RESIDUAL WASTE & RECYCLING COLLECTION CONTRACT... cont'd

YEAR THREE

1. Residential Waste Collection for year-round and seasonal households and businesses in the Municipality of the District of St. Mary's including biweekly collection October 1st to May 31st and weekly collection from June 1st to September 31st. Includes biweekly collection of bulky items year-round.	\$
2. Biweekly Recyclables Collection for year-round and seasonal households and businesses in the Municipality of the District of St. Mary's for the entire year.	\$
3. Supply of one 40 yard container with cover for residential waste at the Municipal Transfer Station in Goldenville.	\$
Subtotal	\$
HST	\$
YEAR THREE TOTAL	\$

YEAR THREE- Supplemental Bid Items

a) Haulage fee per trip for taking either the 40 yard container supplied by the Contractor or the existing 20 yard container owned by Municipality from the Municipal Transfer Station to the Guysborough Solid Waste Facility and either replacing it with the same sized empty container or returning the empty container (HST extra) (Bid Prices to be compared based on 26 hauls per year)	\$ _____ /haul
--	----------------

Date _____

Corporate Name of Bidder _____

Signature of Authorized Representative _____

SCHEDULE #1- RESIDUAL WASTE & RECYCLING COLLECTION CONTRACT... cont'd

YEAR FOUR

1. Residential Waste Collection for year-round and seasonal households and businesses in the Municipality of the District of St. Mary's including biweekly collection October 1st to May 31st and weekly collection from June 1st to September 31st. Includes biweekly collection of bulky items year-round.	\$
2. Biweekly Recyclables Collection for year-round and seasonal households and businesses in the Municipality of the District of St. Mary's for the entire year.	\$
3. Supply of one 40 yard container with cover for residential waste at the Municipal Transfer Station in Goldenville.	\$
Subtotal	\$
HST	\$
YEAR FOUR TOTAL	\$

YEAR FOUR- Supplemental Bid Items

a) Haulage fee per trip for taking either the 40 yard container supplied by the Contractor or the existing 20 yard container owned by Municipality from the Municipal Transfer Station to the Guysborough Solid Waste Facility and either replacing it with the same sized empty container or returning the empty container (HST extra) (Bid Prices to be compared based on 26 hauls per year)	\$ _____ /haul
--	----------------

Date _____

Corporate Name of Bidder _____

Signature of Authorized Representative _____

SCHEDULE #1- RESIDUAL WASTE & RECYCLING COLLECTION CONTRACT... cont'd

YEAR FIVE

1. Residential Waste Collection for year-round and seasonal households and businesses in the Municipality of the District of St. Mary's including biweekly collection October 1st to May 31st and weekly collection from June 1st to September 31st. Includes biweekly collection of bulky items year-round.	\$
2. Biweekly Recyclables Collection for year-round and seasonal households and businesses in the Municipality of the District of St. Mary's for the entire year.	\$
3. Supply of one 40 yard container with cover for residential waste at the Municipal Transfer Station in Goldenville.	\$
Subtotal	\$
HST	\$
YEAR FIVE TOTAL	\$

YEAR FIVE- Supplemental Bid Items

a) Haulage fee per trip for taking either the 40 yard container supplied by the Contractor or the existing 20 yard container owned by Municipality from the Municipal Transfer Station to the Guysborough Solid Waste Facility and either replacing it with the same sized empty container or returning the empty container (HST extra) (Bid Prices to be compared based on 26 hauls per year)	\$ _____ /haul
--	----------------

Date _____

Corporate Name of Bidder _____

Signature of Authorized Representative _____

SCHEDULE #2- RESIDENTIAL WASTE COLLECTION EXPERIENCE AND EQUIPMENT

Tenderers must complete the following sections regarding previous experience in the refuse collection field, or a comparable field, type and numbers of equipment to be used, and details of garage and maintenance facilities, and organization.

A) My (Our) experience in the refuse collection field, or comparable field, is as follows:

Contract Description:

Location: _____ Date (From-To): _____

Contract Description:

Location: _____ Date (From-To): _____

Contract Description:

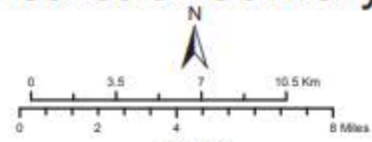
Location: _____ Date (From-To): _____

Contract Description:

Location: _____ Date (From-To): _____

7. APPENDICES

2015 Municipal Electoral Districts
**Municipality of the
 District of St Mary's**

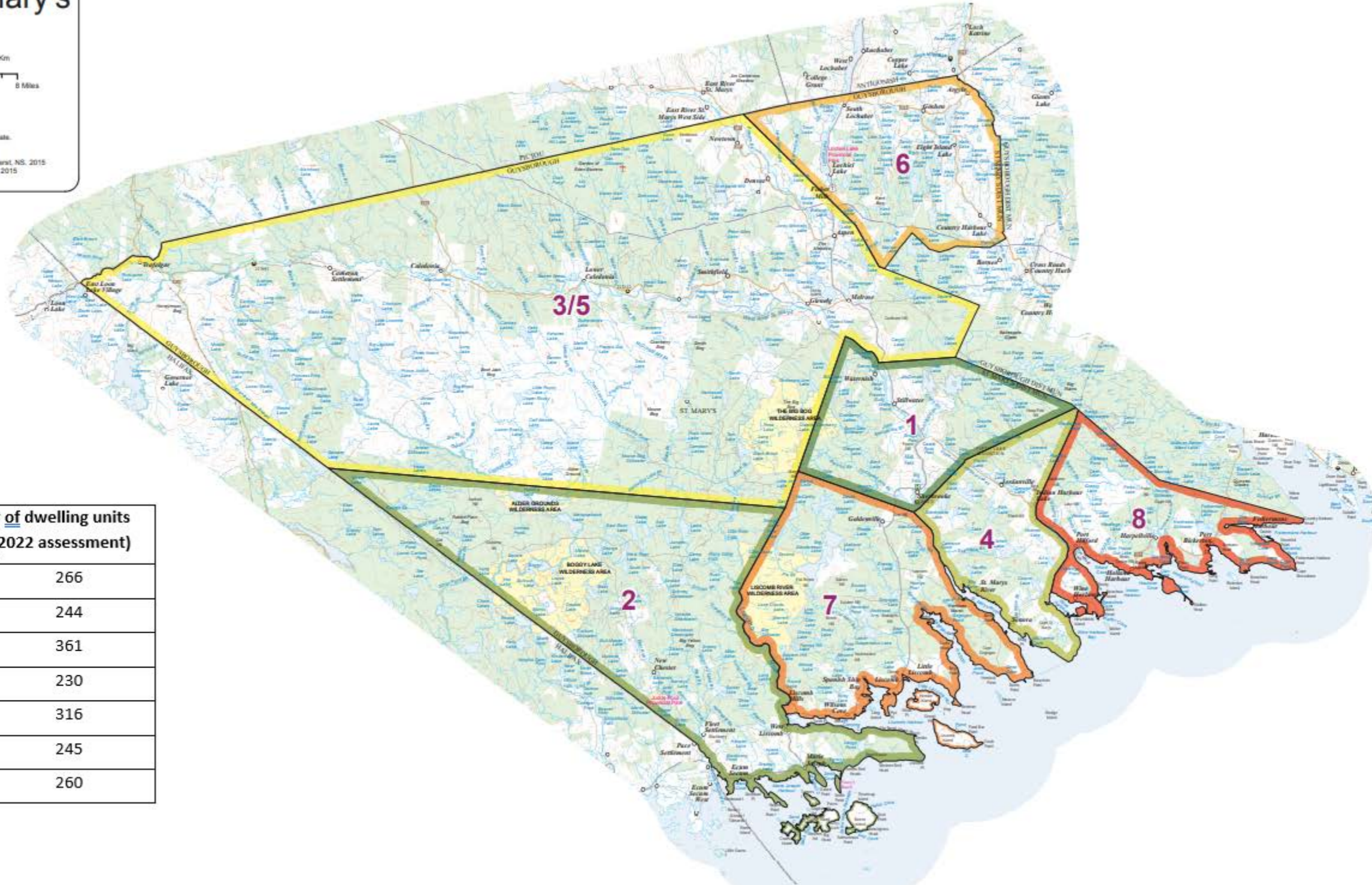


1:300,000
 Contour interval 25m
 Projection: Zone 20 UTM NAD83

The position of the boundaries are approximate.
 Errors and omissions may exist.

Produced by the Nova Scotia Geomatics Centre, Amherst, NS, 2015
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 CMC-523-02

APPENDIX A- MUNICIPALITY OF THE DISTRICT OF ST. MARY'S MAP



Area	# of dwelling units (2022 assessment)
District 1	266
District 2	244
District 3/5	361
District 4	230
District 6	316
District 7	245
District 8	260

**Municipality of the District of St Mary's
Solid Waste-Resource Management Bylaw**

January____, 2010

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4.0	Municipality of the District of St. Mary's Collection	Page 5
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Solid Waste-Resource Management Regulation

- Sections 30, 31, 36 and 37
- Schedule B (Provincial Designated Materials Ban List)

Municipality of the District of St Mary's

- St Mary's Transfer Station Material Recovery Policy

1.0 DEFINITIONS

In this By-law:

- a) **"backyard composter"** means a container approved by the Municipality designed for backyard composting.
- b) **"backyard composting"** means composting organic materials at a property where the compostable organic material was generated by residents of the property and or neighboring properties.
- c) **"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.
- d) **"bulky items"** means large items of a household nature including but not limited to furniture, stoves, mattresses, bed springs, barrels, water tanks, dishwashers, oil tanks, and lawn furniture.
- e) **"collection containers"** means bags, or other containers approved by the Municipality pursuant to this By-law.
- f) **"collector"** means the individual or company who has agreed to provide any waste-resource collection service.
- g) **"compostable organics"** or **"organics"** means food waste, leaf and yard waste, boxboard, soiled and non-recyclable paper, branches and bushes, and other material of plant or animal origin as designated by the Municipality from time to time.
- h) **"construction and demolition waste"** means materials which are normally used in the construction, repair and excavation of buildings, structures, roadways, walls and other landscaping activities, but is not limited to, soil, asphalt, brick, mortar, concrete, drywall, plaster, cellulose, fiberglass fibers, lumber, wood, asphalt shingles, and metals.
- i) **"council"** means the Council of the Municipality of the District of St. Mary's.
- j) **"curbside"** means the street or roadway between the traveled portion of the right-of-way and the property line which parallels the streets centre line.
- k) **"designated disposal site"** means the Guysborough Waste Management Facility, for which there is a valid contract between the Municipality of St. Mary's and the Municipality of the Municipality of Guysborough for the placement of all residual waste generated within the Municipality.
- l) **"food waste"** means but is not limited to fruit and vegetable peelings, table scraps, meat, poultry and fish, shellfish, dairy products, cooking oil, grease and fat, bread, grain, rice and pasta, bones, egg shells, coffee grounds and filters, tea leaves and bags or other similar items.
- m) **"hazardous waste"** means solid or liquid waste that may be harmful to humans animals, plant life or natural resources including, but not restricted to, industrial chemicals, toxic, flammable, corrosive, radioactive, reactive, pathological and PCB

waste, oil, gasoline, paint solvent, wood preservatives, ink, battery acid, pesticides and insecticides.

- n) **"household hazardous waste" or "HHW"** means waste-resource materials of a potentially hazardous nature generated in 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. For the purposes of this By-law, household hazardous waste does not include PCBs, radioactive materials, explosives, fireworks, pathological wastes, and ammunition.
- o) **"industrial/commercial/institutional waste" or "IC&I waste"** means waste-resources generated by the IC&I sector from all activities excluding construction and demolition waste.
- p) **"IC&I premises"** means a lot of land occupied by one or more industrial, commercial or institutional establishments and **"IC&I sector"** has an equivalent meaning with reference to that economic sector.
- q) **"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, saw dust, wood shavings, trees and stumps, grass clippings and leaves, but excludes construction and demolition waste and contaminated organic matter.
- r) **"Municipality"** means the Municipality of the District of St Mary's or any person, firm or corporation acting on its behalf.
- s) **"municipal solid waste"** has the same meaning as in the *Solid Waste-Resource Management Regulations* made pursuant to the *Environment Act* as follows, "municipal solid waste" means garbage, refuse, sludge, rubbish, tailings, debris, litter and other discarded materials resulting from residential, commercial, institutional and industrial activities which are commonly accepted at a municipal solid waste management facility, but excludes wastes from industrial activities regulated by an approval issued under the Act and **"solid waste"** and **"solid waste-resources"** shall have an equivalent meaning.
- t) **"occupant" and or "owner"** includes an individual who is a tenant, lessee, roomer, subtenant, under-tenant, or co-tenant, or who otherwise occupies or has occupied land or buildings and his or their assigns and legal representatives.
- u) **"oil tanks"** means residential oil tanks, cleaned and empty of all liquids to a maximum size of 900 litres.
- v) **"pathological waste"** means any part of the human body except hair and nail clippings and the like, any part of a dead animal infected with a communicable disease, and non-anatomical waste infected with communicable disease.
- w) **"person"** includes individuals, corporate bodies and all other types of organizations or entities.
- x) **"premises"** includes any building, place, dwelling, room or rooms, apartment, hotel, motel, restaurant, shop, store, office, parking lot and any tract of lands connected therewith and the lands connected therewith and the lands under separate occupation or control.

- y) **"privacy bag"** means a solid colour bag used to contain bathroom waste and other residual waste that normally requires privacy from the public.
- z) **"property owner"** has the same meaning as "owner" as defined in the *Municipal Government Act* and, for greater certainty, includes a landlord, a leaser, an owner, the person giving or permitting the occupation of premises, his and their heirs and assigns and legal representatives and, in the case of a corporation, the officers and directors of that corporation;
- aa) **"recyclable materials"** means **"recyclable paper"** such as newsprint, corrugated cardboard, boxboard and other paper products and **"other recyclables"** such as redeemable beverage containers, milk cartons, glass bottles and jars, metal food containers and cans, aluminum cans, aluminum foil plates and trays, high density polyethylene plastic containers (HDPE #2), low density polyethylene plastic containers (LDPE #4), and polyethylene terephthalate plastic bottles (PET #1), plastic bags (#2 and #4) and pallet wrap. Other items may be designated by the Municipality for inclusion in the recycling program, which may be amended from time to time.
- bb) **"redeemable beverage container"** means a container of less than five (5) liters which contains or has contained a beverage that was sealed by the manufacturer after the beverage was placed in it, other than a container for milk, milk products, soya milk or concentrates.
- cc) **"residential tenancies"** means any house, dwelling, apartment, flat, tenement, mobile home, mobile home park, mobile home space or other place that is occupied or may be occupied by an individual as a residence to which the *Residential Tenancies Act* applies, or that part of any such place that is or may be occupied by an individual as a residence, but does not include IC&I premises.
- dd) **"residual waste"** or **"residuals"** means any municipal solid waste remaining after diversion of recyclable materials, compostable organics, hazardous waste and other materials banned from disposal.
- ee) **"soiled and non-recyclable paper"** means wet paper or paper soiled with food, dirt, edible grease, including but not limited to dinner napkins, paper towels & fast food wrappers, wax paper, pizza boxes, paper plates, newspaper, flyers, sugar, flour & potato paper bags or other similar items.
- ff) **"source separated waste-resources"** means waste-resources which have been sorted and separated prior to the point of discard, to facilitate their reuse, recycling, composting or disposal and **"source separation of waste-resources"** has a corresponding meaning.
- gg) **"special collection"** means a Municipal collection for bulky items, leaves, yard waste and such other materials as may be determined from time to time by the Municipality.
- hh) **"special constable"** means an employee of the Municipal Council of St Mary's who has been appointed by Municipal Council to enforce this By-law.
- ii) **"storage"** means the space necessary to contain waste-resources for a temporary period at the end of which it is intended to be processed, used, transported, treated or disposed of.

- jj) **"waste-resources"** means all those materials managed by or on behalf of the Municipality as recyclable materials, compostable organics, household hazardous waste, construction and demolition waste or residual waste. **"Public waste-resources"** means waste resources generated by public premises activities. **"Residential"** and **"IC&I waste-resources"** have similar meaning specific to waste-resources generated by activities at that location.
- kk) **"Waste-Resource Management Centre"** means a facility for receiving, storing, sorting and shipping specific waste-resources.

2.0 PROHIBITIONS

2.1 Illegal Dumping

- a) No person shall dump, abandon or dispose of waste-resources at any public or private place unless that place is duly licensed to receive and dispose of that particular category of waste-resources.
- b) No person shall dump, dispose of or abandon waste-resources at or near a designated disposal site, Waste-Resource Management Centre or any other facility licensed to receive waste-resources when the Centre or facility is not open or when the operator or staff of the Centre or facility refuses to accept waste-resources at that time or from that person.
- c) No person shall place any waste-resources for collection on a property other than a property owned or occupied by that person unless that person has obtained the consent of the owner or occupant for that purpose.
- d) No person shall place waste in any commercial storage container without permission of the property owner or the renter of the container.

2.2 Waste-Resource Burning

No person shall burn waste-resources in the Municipality of St. Mary's in a barrel, stove or other device or in the open as a method of waste disposal.

2.3 Materials Banned from Disposal

No person shall dispose of or cause the disposal of any of the following materials by depositing or abandoning waste-resources in a storage area, storage container, or collection container, intended for residual waste disposal, or in an incinerator or landfill, namely:

a) **Material Banned From Disposal by Provincial Regulation**

Materials banned from disposal by provincial regulation are those materials listed in Schedule B of the Solid Waste-Resource Management Regulations as amended from time to time.

b) **Material Banned from Disposal by the Municipality of St. Mary's**

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 Municipality of St. Mary's. Publication of a list of such banned material in a newsletter or newspapers of general circulation in the Municipality of St. Mary's shall constitute due and sufficient notice of the Municipality's Order for all purposes

2.4 Solid Waste Accumulation

- a) No occupant or property owner shall permit the accumulation of waste-resources on or around the premises under his control to the extent that it is or is likely to become unsightly, or a nuisance or a hazard to public health, including the health of the occupant or property owner.
- b) No occupant or property owner shall permit any collection containers of solid waste, residual waste, compostable organics, or recyclable materials to remain on or around any premises under his control for a period longer than fourteen (14) days without placing the same for collection in the manner herein provided.

2.5 Provision for Backyard Composting

Notwithstanding 2.4, residents following backyard composting procedures approved by the Municipality of St. Mary's may backyard compost compostable organics, excluding meat, fish, bones, and dairy products within a backyard composter to the rear of the property.

3.0 SOURCE SEPARATION REQUIREMENTS

3.1 Residential Waste-Resources

All waste-resources generated from eligible premises must be source separated by the occupant into categories in accordance with this By-law to comply with material banned from disposal referred to in clause 2.3.

3.2 Industrial, Commercial and Institutional (IC&I) Waste-Resources

IC&I sector establishments must sort waste-resources to comply with the materials banned from disposal referred to in clause 2.3.

3.3 Public Waste-Resources

Those responsible for premises accessible to the public with waste-resource receptacles, including but not limited to retail establishments, private parks and campgrounds, at public events, or other areas used by the public, shall ensure that receptacles are available so that the public using the premises can properly source separate waste-resources generated by activities from that premises with appropriate signage to garner source separated waste-resources in accordance with this By-law and provincial regulation.

4.0 MUNICIPALITY OF ST. MARY'S COLLECTION

4.1 Collection Containers

- a) Source separated waste-resources must be set out for collection in appropriate collection containers as identified by the Municipality.
- b) No person shall set curbside any individual collection container of residual waste or recyclable materials with contents that exceed twenty-three (23) kilograms or fifty (50) pounds in weight.
- c) Residual waste will be collected curbside from eligible premises if:

- i. residual waste is placed in non-colored clear bags of standard size, approximately thirty-five (35) inches or eighty-nine (89) centimeters by forty-seven (47) inches or one hundred and nineteen (119) centimeters;
 - ii. each standard sized bag may include one solid colour privacy bag no larger than twenty (20) inches or fifty-one (51) centimeters by twenty-two (22) inches or fifty-six (56) centimeters; and
 - iii. the contents of each collection container is void of recyclable materials, compostable organics, household hazardous waste and other materials identified as not acceptable for disposal by the Municipality or designated disposal facility.
- d) Recyclable materials will be collected curbside from eligible premises if the following conditions are met:
- i. the recyclable materials for collection are placed in unmarked transparent blue bags of standard size, approximately twenty-five (25) inches or sixty-four (64) centimeters by thirty-five (35) inches or eighty-nine (89) centimeters;
 - ii. the contents and quality of the materials are easily identifiable; and
 - iii. all recyclable 'paper' is placed within a transparent blue bag and items identified as recyclable 'other' placed within another transparent blue bag as identified as acceptable by the Municipality;
 - iv. corrugated cardboard may be flattened and secured in bundles no larger than ninety-one (91) centimeters or thirty-six (36) inches by ninety-one (91) centimeters or thirty-six (36) inches by sixty-one (61) centimeters or twenty-four (24) inches; and
 - v. recyclable materials are clean and dry.

4.2 Inspection and Rejection Guidelines

- a) Waste-resources set out for the Municipality of St. Mary's Collection shall be subject to inspection by the collector or by the Special Constable or other Council appointed staff. Waste-resources set curbside for collection and not in compliance with the Municipality of St. Mary's By-law, may be rejected and not collected.
- b) Rejected waste-resources must be promptly removed from curbside no later than 9:00PM of the scheduled collection day.
- c) Rejected waste-resources must be properly source separated into the collection containers approved by this By-law for the next collection.

4.3 Scavenging

No person shall:

- a) pick over, remove, disturb or otherwise interfere with any waste-resources set out for the Municipality of St. Mary's collection;
- b) collect waste-resources placed for collection by the Municipality of St. Mary's; or
- c) remove a waste-resource collection container placed at roadside.

These prohibitions do not apply to the person who placed the waste-resource material for collection, or to the Municipality of St. Mary's, or its collectors.

5.0 IC&I WASTE-RESOURCES

5.1 Commercial Containers

The following provisions apply to commercial containers:

- a) Any person who supplies and/or uses a commercial container or structure for the temporary storage of waste-resources shall ensure that such commercial container is:
 - i. sturdily constructed and is capable of containing the material deposited within;
 - ii. equipped with a cover, as necessary, capable of restricting the entry of animals and preventing litter or damage to the contents produced by wind, rain, snow, etc.;
 - iii. cleaned regularly; and
 - iv. emptied at a frequency of not more than fourteen (14) days.
- b) The owner of any premises on which an external commercial storage container or structure is placed shall ensure that:
 - i. it is placed to the side or rear of the property;
 - ii. any such storage container or structure does not become unsightly or cause a nuisance or health-related problem;
 - iii. the container is not overfilled and that all contents are contained within the container such that no item can blow out, fall out or spill out; and
 - iv. the area around the storage container or structure is maintained free from litter.

5.2 Commercial Waste-Resource Storage

The following provisions apply to commercial waste-resource storage structures or containers intended for the temporary storage of waste-resources not eligible for the Municipality of St. Mary's collection:

- c) the owner of every IC&I premises in the Municipality of St. Mary's shall provide sufficient and adequate containers and signage for waste-resources to ensure compliance with this By-law including but not limited to residual waste, recyclable materials, cardboard, and compostable organics which may accumulate from time to time from such premises; and
- d) compostable organic waste must be placed in suitable aerated carts or in other commercially manufactured receptacles or containers manufactured specifically for the storage of organics.

5.3 IC&I Waste-Resource Removal

The property owner and 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 in accordance with the provisions of this By-law:

- a) all waste generated by any IC&I premises, facility or operation pursuant to this By-

law; and

b) all waste resulting from construction and demolition of any kind.

c) The collector shall ensure that source separated waste-resources remain in a source-separated condition and are deposited appropriately at a designated disposal facility or Waste-Resource Management Center approved for deposit by the Municipality.

5.4 Inspection and Enforcement

IC&I waste-resources are subject to inspection by the Special Constable or another appointed staff for compliance with this By-law.

6.0 WASTE-RESOURCE DISPOSAL

6.1 Household Hazardous Waste

Council shall ensure the proper disposal of household hazardous waste, by offering a year round disposal option at the St. Mary's transfer station.

6.2 Construction and Demolition Materials

Construction and demolition material left by any builder or contractor or the owner of any premises following the construction, alteration or repairing of any building shall be removed by such builder, contractor or owner as promptly as possible and will not be collected by the Municipality of St. Mary's. Construction and demolition materials must be separated in accordance with the requirements of a designated disposal site before delivery to a designated disposal site. Tipping fee charges may be levied on waste-resource collectors or the generator for construction and demolition materials received by the designate disposal site.

7.0 WASTE-RESOURCE MANAGEMENT CENTRES

7.1 Inspection and Enforcement

All loads entering Waste-Resource Management Centres and designated disposal sites are subject to inspection and enforcement action by the Special Constable or site Manager. The Special Constable may issue warnings, charge increased tipping fees, or revoke privileges of site users for non-compliance. The Municipality of St. Mary's may from time to time establish administrative penalties to be levied against site users for non-compliance with respect to provisions of this By-law.

7.2 Documentation

The operator of every commercial waste-resource collection vehicle or vehicle carrying construction and demolition waste entering a Waste-Resource Management Centre or designated disposal facility with waste-resources generated from within the Municipality of St. Mary's shall produce, upon request of the site Manager or the Special Constable; a manifest consisting of a list of the customers whose waste-resources are on board the vehicle or a copy of the demolition permit or number.

7.3 Scavenging

No person shall remove materials from a Waste-Resource Management Centre within the Municipality of St. Mary's unless authorized by the Manager of the facility as per St.

Mary's Transfer Station Material Recovery policy.

8.0 PENALTIES

8.1 Regarding violations of this By-law

Any Police Officer or Special Constable of the Municipality of St. Mary's may issue a summary offence ticket to enforce this By-law. In such cases the out of court settlement may be paid to the Municipality of St. Mary's which is equal to the fine amount on the summary offence ticket. If this amount is not received within fourteen (14) days of issuance of the Summary Offence Ticket the fine shall double. (Refer to the attached Solid Waste By-law Schedule of Fines.)

Schedule "2" Municipality of St Mary's Solid Waste By-law Schedule of Fines

Offence	Section	Out of Court Settlement
1. Illegal dumping	2.1	\$1,000
2. Waste-resource burning	2.2	\$1,000
3. Disposing Materials Banned from Disposal	2.3	\$500
4. Allowing the accumulation of solid waste	2.4	\$1,000
5. Improper backyard composting	2.5	\$1,000
6. Failure to source-separate	3.1	\$1,000
7. Failure to source-separate, ICI users	3.2	\$1,000
8. Failure to meet public waste-resource separation requirements	3.3	\$1,000
9. Improper collection container or exceeds weight restrictions	4.1	\$200
10. Failure to meet residual waste collection requirements	4.1 c)	\$1,000
11. Failure to meet recyclable materials collection requirements	4.1 d)	\$1,000
12. Interfering with collection or illegal collection	4.9	\$500
13. Improper ICI collection containers	5.1	\$1,000
14. Improper commercial waste-resource storage	5.2	\$1,500
15. Failure to remove ICI waste-resources including C&D	5.3	\$2,000
16. Disposal activity contrary to the approval of the Municipality	6.0	\$1,000
17. Failure to provide a manifest	7.2	\$500
18. Illegal acquisition	7.3	\$500

8.2 Subject to Sections 8.1, any person who violates any provision of this By-law is guilty of a summary offence and liable to a fine of not less than five hundred dollars (\$500) and not more than five thousand dollars (\$5,000) and, in default of payment thereof, to imprisonment for a period of not more than ninety (90) days.

8.3 No person shall be convicted of an offence under this By-law if the person establishes that the person:

8.3.1 exercised all due diligence to prevent the commission of the offence; or

8.3.2 reasonably and honestly believed in the existence of facts that, if true, would render the conduct of that person innocent.

8.4 Where a person is convicted of an offence under this By-law and the Court is satisfied that, as a result of the commission of the offence, monetary benefits accrued to the offender, the Court may order the offender to pay, in addition to the fine prescribed for that offence, a fine in an amount equal to the estimation of the Court of the amount of those

monetary benefits.

- 8.5** Where a person is convicted of an offence under this By-law and the Court is satisfied that, as a result of the commission of the offence, that clean up or site remediation costs were incurred, whether by another person, or by the Municipality of St. Mary's, the Court may order the offender to pay, in addition to all other fines and penalties, restitution in an amount equal to the clean up or site remediation costs.
- 8.6** In any prosecution for an offence under this By-law, it is sufficient proof of the offence to establish that it was committed by an employee or agent of the accused, whether or not the employee or agent is identified or has been prosecuted for the offence, unless the accused establishes that the offence was committed without the knowledge or consent of the accused.
- 8.7** Where a corporation commits an offence under this By-law, any officer or director of the corporation, who directed, authorized, assented to, acquiesced in or participated in the violation of this By-law is guilty of the offence and is liable to the punishment provided for the offence, whether or not the corporation has been prosecuted.
- 8.8** In lieu of prosecution under this By-law, the Special Constable or his/her delegate may, in his/her sole and absolute discretion, issue to any person he/she believes upon reasonable grounds has committed an offence under this By-law a Notice of Violation, which Notice shall require the person to whom it is directed to pay to the Municipality of St. Mary's within fourteen (14) days of the issuance of the Notice the sum of fifty dollars (\$50) or (\$100) for offences listed in section 8.1. Where a Notice of Violation is issued and if that sum is paid as required therein, no prosecution shall ensue in respect to the matter or matters referred to in the Notice. For greater certainty, nothing in this By-law requires the Special Constable to issue a Notice of Violation before initiating a prosecution.
- 8.9** Where an offence under this By-law is committed or continued on more than one day, the person who committed the offence is liable to be convicted for a separate offence for each day on which the offence is committed.
- 8.10** The Municipality of St. Mary's may appoint another person to assist with the enforcement of this By-law.

All By-laws dealing with the collection and disposal of waste-resources heretofore passed by the Council, and all amendments thereto are hereby repealed.

Passed by Council this _____ day of _____, A.D., 2011.

Solid Waste-Resource Management Regulations
made under Section 102 of the *Environment Act*
S.N.S. 1994-95, c. 1
O.I.C. 96-79 (February 6, 1996), N.S. Reg. 25/96
as amended up to O.I.C. 2007-102 (February 22, 2007), N.S. Reg. 61/2007
Division II - Disposal of Municipal Solid Waste

Bans

- 30 (1)** No person shall dispose of a designated material listed in Column 1 of Schedule "B" in a site for the disposal of municipal solid waste on, from and after the date prescribed in Column 2 of Schedule "B".
- (2) No person, including a municipality, shall accept for disposal a designated material which is banned in Schedule "B".
- (3) Each municipality shall provide a plan to the Administrator to ensure that the bans described in Schedule "B" are implemented.

Regulated activities

- 31 (1)** No person shall own, construct, manage, operate, alter or modify a landfill without obtaining approval from the Minister.
- (2) (a) No person shall own, construct, manage, operate, alter or modify a disposal site for construction and demolition debris without obtaining approval from the Minister.
- (b) Clause (a) does not apply to rock (excluding rock containing a sulphide bearing material), aggregate, soil, bricks mortar, concrete, asphalt pavement, porcelain or ceramic materials, trees, brush, limbs, stumps, root balls, organic mat, and milled wood that is free of adhesives, coatings or preservatives.
- (3) No person shall own, construct, manage, operate, alter or modify an incinerator for the disposal of municipal solid waste without obtaining approval from the Minister.
- (4) No person shall own, construct, manage, operate, alter or modify the operation of an ash disposal site without obtaining approval from the Minister.

Open burning ban

- 36** On, from and after April 1, 1996, no person shall permit, carry out or be responsible for open burning of municipal solid waste which shall include open burning in an uncontrolled teepee, pit and silo burner.

Incineration

- 37** Subject to Section 38, no person shall own, operate or manage the operation of an incinerator for municipal solid waste which does not adhere to
- (a) national standards described in a publication prepared by the Canadian Council of Ministers of the Environment entitled "Operating and Emission Guidelines for

Municipal Solid Waste Incinerators", Report CCME-TS-WM-TRE003, June 1989; or

(b) standards prescribed by the Minister.

Schedule "B" - Materials Banned from Landfills and Incinerators

Column 1: Designated Material	Column 2: Implementation Date
Beverage containers	April 1, 1996
Corrugated cardboard	April 1, 1996
Newsprint	April 1, 1996
Used tires	April 1, 1996
Lead-acid (automotive) batteries	April 1, 1996
Leaf and yard waste	June 1, 1996
Post-consumer paint products, formerly known as waste paint	April 1, 1997
Ethylene glycol (automotive antifreeze)	April 1, 1997
Compostable organic material	June 1, 1997
Steel/tin food containers	April 1, 1998
Glass food containers	April 1, 1998
Low-density polyethylene bags and packaging	April 1, 1998
High-density polyethylene bags and packaging	April 1, 1998
Televisions	February 1, 2008
Desktop, laptop and notebook computers, including CPU's, keyboards, mice, cables and other components in the computer	February 1, 2008
Computer monitors	February 1, 2008
Computer printers, including printers that have scanning or fax capabilities or both	February 1, 2008
Computer scanners	February 1, 2009
Audio and video playback and recording systems	February 1, 2009
Telephones and fax machines	February 1, 2009
Cell phones and other wireless devices	February 1, 2009

Schedule "B" amended: O.I.C. 2002-94, N.S. Reg. 24/2002; O.I.C. 2007-102, N.S. Reg. 61/2007.

MUNICIPALITY OF THE DISTRICT OF ST. MARY'S

ST. MARY'S TRANSFER STATION MATERIAL RECOVERY POLICY

INTRODUCTION:

The St. Mary's Transfer Station receives waste for disposal, transfer and recycling. All materials become the property of the Municipality at time of delivery to the Facility.

POLICY:

1. All visitors must report to the attendant before proceeding on the site.
2. Unauthorized removal of any materials from any part of the facility constitutes theft.
3. Theft for the purposes of this policy includes removal for personal use without authorization, for profit, to giveaway, or for any other reason.
4. An employee assisting in the removal of unauthorized materials, deceiving or misleading authorized personnel who are investigating removal of materials, or being in unlawful possession of materials maybe charged with theft.
5. Authorization for municipal residents to remove item(s) for personal use:
 - a. Visitor must complete Material Recovery Waiver Form Section 1 before searching for items required.
 - b. Request to remove item(s) for personal use if found must be completed by visitor in Section 2 of the Material Recovery Waiver Form. Item specific is a must.
 - c. Site Attendant must check and approve all items in Section 2 leaving the transfer station as per waiver form.
 - d. There will be no admittance to the site before/after hours to the general public. It is unlawful to enter the premises other than posted hours.
6. Authorization for employees to remove item(s) for personal use only:
 - a. Employee must complete Material Recovery Waiver Form Section 2.
 - b. Either the Municipal Clerk, Deputy Clerk or the Finance Officer must approve all items for removal listed on the Material Recovery Waiver Form. No one is permitted to sign Material Recovery Waiver Form for themselves.
7. Unauthorized persons shall not be permitted to be on the site for the purpose of scavenging. Loitering of any type will not be permitted or tolerated.
8. Any employee determined to be guilty of breach in participating in the actions outlined in the preceding sections of this policy is subject to disciplinary action which could lead to dismissal from employment.

MUNICIPALITY OF THE DISTRICT OF ST. MARY'S
ST. MARY'S TRANSFER STATION MATERIAL RECOVERY POLICY

TO: All Municipal Employees

FROM: David Gillis
Municipal Clerk/Treasurer

DATE: _____

RE: Attached Policy

I have read and understood the St. Mary's Transfer Station Material Recovery Policy and have signed my name below indicating this.

Print Name:	Signature:	Date:

APPENDIX C- MUNICIPAL SORTING GUIDE

<p align="center">Garbage (Clear Bag) Collected every other week from September to June. Collected weekly from June to September. Maximum of 8 bags every 2 weeks.</p>	<p align="center">Recyclables (Blue Bag #1) Unlimited quantities collected every other week, alternates with garbage from September to June.</p>	<p align="center">Paper (Blue Bag #2) Unlimited quantities collected every other week, alternates with garbage from mid-September to mid-June</p>	<p align="center">Backyard Composting For more information on backyard composting, visit putwasteinitsplace.ca to download the Backyard Composting Booklet RRFB Nova Scotia's Help Line 1-877-313-RRFB (7732)</p>
<p>Place these items in a clear garbage bag:</p> <ul style="list-style-type: none"> • Aluminum foil, soiled • Ashes (cold) • Broken glass (wrapped) • Ceramics & Dishes • Cloth items • Coffee cups, disposable • Diapers, disposable • Floor sweepings • Frozen juice cans • Latex gloves • Light bulbs • Packaging, non-recyclable • Pet/animal waste • Plastic wrap, soiled • Plastics, non-recyclable • Potato chip bags • Styrofoam • Toothpaste tubes • Toys, broken • Motor oil containers • Paint Cans, empty & dry, lids removed • Meat, Fish, Bones • Waxed Cardboard and Paper (Soiled) 	<p>Blue Bag Recyclables: Place these items in a see-through blue bag:</p> <ul style="list-style-type: none"> • All Deposit Bearing Containers* • Glass Bottles and Jars • Steel & Aluminum Cans • Clean Aluminum Foil & Plates • Milk Containers • Mini Sips Juice Packs* • Grocery Bags, Retail Bags • Bread Bags • Dry Cleaning Bags • Frozen Food Bags • Bubble Wrap • All Plastics Clean and Dry • Shampoo Bottles, empty • Bleach Containers, Empty <p>No needles, Styrofoam or caps</p>	<p>Paper and Corrugated Cardboard: Place paper products in a transparent blue bag. Cardboard should be flattened and bundled and placed with recycling bags for collection.</p> <p>Paper Recyclables:</p> <ul style="list-style-type: none"> • Dry & Clean Paper • Newspapers, Flyers • Glossy Magazines, • Catalogues • Envelopes • Paper egg cartons • Paperbacks • Phonebooks • Shredded Paper • Shoe Boxes • Boxboard (cereal box) • Coffee Trays - Take out • Office Paper • Paper Towel Cores, Toilet Paper Cores • File Folders <p>Corrugated Cardboard: - Appliance Boxes</p> <p>All Clean Cardboard Paper must be clean and dry</p>	<p>What's In: From the House/Yard:</p> <ul style="list-style-type: none"> • Baked goods, including bread • Rice and other grains, Pasta • Paper towels/serviettes • Tea leaves/bags • Fruit and vegetable scraps • Coffee grounds and filters • Egg shells • Shredded paper • Leaves, Grass, Weeds • Brush (break into smaller pieces) • Plants, plant trimmings <p>What's Out: From the House/Yard:</p> <ul style="list-style-type: none"> • All meat, including chicken • Fish and shellfish • Bones • Fat, grease, oils • All dairy products • Weeds that have gone to seed • Diseased plants • Large branches, roots, etc. • Dog and cat waste