

SOLID WASTE SERVICES AGREEMENT

THIS SOLID WASTE SERVICES AGREEMENT (“Agreement”) is made this 1st day of August 2024 (the “Effective Date”) by and between WASTE MANAGEMENT OF CANADA CORPORATION, a corporation organized and existing under the laws of the province of Nova Scotia (hereafter “Company”), and the CORPORATION OF THE TOWN OF GODERICH, a municipal corporation created under the laws of Ontario (hereafter “Town”) (Company and Town each a “Party” and collectively the “Parties”).

WHEREAS, Town desires to provide its citizens with collection, disposal and processing of solid waste and organic materials; and

WHEREAS, Company and its affiliates have extensive experience in providing such services; and

WHEREAS, Town has determined that it would be in the best interests of its citizens to contract with Company for such services in accordance with the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Company and Town agree as follows:

1. **DEFINITIONS**

- a) “**Applicable Law**” means any law, regulation, requirement, or order of any federal, provincial or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.
- b) “**Bin**” means a metal or heavy plastic receptacle with a hinged plastic lid and a capacity of between one (1) and eight (8) cubic yards, designed or intended to be mechanically dumped into a frontload type truck. Bins may also include compactors that are owned or leased by the Town, contingent upon confirmation of compatibility from Company.
- c) “**Bulky Waste**” means large household items that do not properly fit in the Service Recipient’s Cart and meet the following criteria: (i) do not exceed four feet by four feet by two feet (4’x4’x2’); (ii) weigh no more than fifty (50) pounds and can be safely lifted by one person; (iii) do not include any Unacceptable Waste, automotive parts, tree stumps, oil or gas, propane tanks, C&D Debris, or batteries; and (iv) are attributed to the normal activities of a Single-Family Premises. Such materials may include bundled or bagged Solid Waste, furniture, area and floor rugs properly prepared (cut and bundled), small appliances, and tires without rims. All liquids must be drained; no item may contain Freon.
- d) “**Cart**” means a watertight heavy plastic receptacle with a rated capacity of approximately sixty-four (64) gallons for waste and thirty-five (35) gallons for organics, having a hinged, tight-fitting lid, and two (2) wheels.
- e) “**Collection Service(s)**” means the process by which Solid Waste is removed from Residential Premises, transported to a transfer, disposal or Processing facility, and subsequently disposed or processed.
- f) “**Confidential Information**” means this Agreement; information disclosed to Company in relation to the Municipal Property Assessment Corporation; information relating to Disclosing Party or its affiliates; information relating to Disclosing Party or its affiliates’ business, pricing,

or any other information prepared or provided by Disclosing Party in relation to this Agreement, and any of Disclosing Party or its affiliates' documentation or data, which to the extent previously, presently, or subsequently disclosed to Receiving Party.

- g) **“Construction and Demolition Debris”** or “C&D Debris” means materials resulting from construction, remodeling, repair, or demolition operations on any Residential Premises. Such materials include, but are not limited to, dirt, sand, rock, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastic pipe, roofing material, carpeting, concrete, wood, masonry, trees, remnants of new construction materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, and packaging. With the exception of soil, concrete and asphalt, Construction and Demolition Debris does not include Unacceptable Waste.
- h) **“Container”** means a Bin, Cart or Roll-Off Container.
- i) **“Contamination”** refers to materials placed in a Container other than Solid Waste, or material placed in an Organic Waste Container other than Organic Waste.
- j) **“Contamination Charge”** means an amount charged to Town, with reimbursement to Company, to compensate Company costs for separating unacceptable Solid Waste Containers or non-Organic Waste in Organic Waste Containers, or for arranging special, unscheduled collections due to placement of unacceptable material inside Containers.
- k) **“CPI”** means the Consumer Price Index, all-items Ontario, as published by Statistics Canada.
- l) **“Disclosing Party”** means a Party to this Agreement, who is disclosing Confidential Information to a Receiving Party.
- m) **“Dwelling Unit”** means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals. However, Dwelling Unit does not include a hotel or motel unit.
- n) **“Food Waste”** means Solid Waste composed of animal, fruit or vegetable matter resulting from food preparation or consumption, as well acceptable food-soiled compostable paper products.
- o) **“Green Waste”** means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter. Green Waste includes, but is not limited to, plant debris such as palm, yucca and cactus, grass clippings, leaves, pruning's, weeds, branches, brush, undecorated Christmas trees, and other forms of vegetative waste.
- p) **“Multi-Family Complex”** means any Premises with five (5) or more Dwelling Units, where such Dwelling Units receive centralized Refuse Collection Services (and not individualized Cart-based Refuse Collection Services).
- q) **“Multi-Family Dwelling Unit”** means a Dwelling Unit in a Multi-Family Complex.
- r) **“Organic Waste”** means Food Waste and designated Green Waste. Organic Waste does not include items defined herein as Unacceptable Waste.
- s) **“Overage”** is defined as (i) Refuse or Organic Waste exceeding its Container's intended capacity such that the lid is lifted (or would be lifted if lowered) or (ii) Refuse or Organic Waste placed on top of or in the immediate vicinity of the Container, in bags or otherwise.
- t) **“Overage Charge”** means an amount charged to compensate for expense incurred by Company arising from Overages.
- u) **“Premises”** means any parcel of real-estate property in the Service Area where Solid Waste is generated or accumulated.
- v) **“Process”** or **“Processing”** means an operation or series of operations, whether involving equipment, manual labour, or mechanical or biological

processes, that sorts, enhances, upgrades, concentrates, decontaminates, packages or otherwise prepares Organic Waste, or other Solid Waste, and returns marketable elements thereof to the economic mainstream in the form of raw material for new, reused or reconstituted products. Processing begins at the time the Organic Waste, or Solid Waste is delivered to the Processing facility and ends when the finished Processed materials are sold or reused and the residue is properly disposed.

- w) “**Rates**” means the fees to be charged by Company to Town, and paid by Town to Company, for the Collection Services and other services provided by Company and included on Exhibit “A” attached hereto, as such may be adjusted from time to time.
- x) “**Receiving Party**” is a Party to this Agreement, who is receiving Confidential Information from another Party to this Agreement.
- y) “**Recyclables**” means the materials defined as blue box material under the Province of Ontario.
- z) “**Refuse**” means Solid Waste that is set out for collection and disposal pursuant to this Agreement. Refuse does not include Recyclables or Organic Waste nor does it include Unacceptable Waste.
- aa) “**Residential Premises**” means a Single-Family Premises or Multi-Family Complex.
- bb) “**Roll-Off Container**” means an all-metal container with eight (8) cubic yards or more capacity that is loaded onto a specialized collection vehicle. Roll-Off Containers may also include compactors that are owned or leased by the Town, contingent upon confirmation of compatibility from Company.
- cc) “**Service Area**” means (i) the entire territory included within the Town limits as of the Effective Date of this Agreement; and (ii) such additional area as may thereafter become included with the Town limits from time to time due to annexation, incorporation or other means, but only from and after the time as the Company is able to provide collection services in such additional area and has reached agreement with the Town as to the rates for services, and except to the extent providing such services may be otherwise prohibited by law.
- dd) “**Service Recipient**” means an owner or occupant of a Residential Premises.
- ee) “**Solid Waste**” means all putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the Service Area, including discarded Recyclables and Organic Waste, but excluding Unacceptable Waste.
- ff) “**Unacceptable Waste**” means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, provincial, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Company’s equipment or facilities, or present an endangerment to the health or safety of the public or Company’s employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

2. **TERM.** The Term of this Agreement shall be for five (5) years commencing on September 1, 2024 (the “Commencement Date”) and expiring August 31, 2029, with automatic extensions of two (2) years, unless either Party gives the other at least three hundred and sixty-five (365) days’ advance written notice of the intention to terminate the Agreement at the end of the then-current term.

3. EXCLUSIVE RIGHT.

- a. The Town does hereby grant to Company and Company shall have the exclusive duty, right and privilege to provide Collection Services or otherwise handle all Solid Waste (including Refuse and Organic Waste) generated, deposited, accumulated or coming to exist at Residential Premises in the Service Area. Collection Services which are not specifically described in this Agreement will be provided according to terms and pricing established by Company. Subject to Section 3(b) below, all Residential Premises within the Service Area shall be required by Town to utilize the Collection Services of Company as provided herein.
- b. Notwithstanding the above, nothing in this Agreement shall prevent any owner, occupant or tenant of a Residential Premises from personally handling, hauling, or transporting Solid Waste generated by or from such Premises for purposes of disposing of the same at an authorized disposal area or transfer station.

4. COLLECTION SERVICES.

a. Containers.

- i. Company shall provide eligible Premises and approved business with one 64-gallon (240 litre) Cart for Refuse and one 32-gallon (120 Litre) Cart for Organic Waste. Additional Carts will be available for a fee as set forth in Exhibit “A”. Company will own all Containers provided to the Town hereunder, unless purchased by the Town, and the Town shall allow Company to retrieve all Company Containers at the termination or expiration of this Agreement.
- ii. Company shall replace any Container that becomes damaged or destroyed during the provision of the Collection Services, or that becomes unusable due to ordinary wear and tear; Company may charge a replacement fee and delivery fee as set forth in Exhibit “A”. However, if a Container in the possession of a Service Recipient is lost, stolen, damaged, or destroyed through no fault of Company, the Town shall be responsible to compensate Company the fair market value for the replacement or repair of such Container. Service Recipients will be responsible for maintaining the cleanliness of Containers, although the Town may request a Container exchange for the fee set forth in Exhibit “A”. Service Recipients may not, itself or through a third party, mechanically compact materials placed in Company-provided Containers.

b. Collection Location, Frequency and Time.

- i. Refuse shall be collected from the curbside every other week. Collections shall occur during ordinary hours but in no instance earlier than 7 a.m. Refuse shall be collected at a frequency and from locations determined by Company and the Town.
- ii. Organic Waste shall be collected from the curbside weekly. Collections shall occur during ordinary hours but in no instance earlier than 7 a.m. Organic Waste shall be collected at a frequency and from locations determined by Company and the Town.

c. Contamination; Overage.

- i. During the period beginning on the Commencement Date and ending sixty (60) days later (the “Roll-Out Period”), Company shall provide information designed to minimize instances of Contamination and Overage. Where the Company documents that a particular Service

Recipient has Contamination or Overage, Company shall collect the offending Container (where it can be done safely and excluding material laying on ground) and provide an electronic notice to the Town with the following information (a “Violation Notice”):

- Date of the offense;
- Description of the offense;
- If available, a photograph or video (or link to photograph or video);
- A description of the materials that are appropriate for collection in said Container and a link to view online.

During the Roll-Out Period, Company shall not impose a Contamination or Overage Charge.

- ii. Company may opt to not collect Organic Waste Containers with Contamination; in such event, the Town may request the Container be collected as Refuse, and an additional fee will apply. Alternatively, Company may collect a Container with Contamination and invoice the Town a Contamination Charge in the amount set forth in Exhibit “A”. In either case, the Company shall provide a Violation Notice where such electronic contact information has been provided.
 - iii. Company may opt to not collect Overage, unless caused by Company spillage of non-overloaded Containers during collection; in such event, the Town may correct the Overage and request that Company return to service the Container (an additional fee will apply). Alternatively, Company may collect the Container with Overage and invoice the Town an Overage Charge in the amount set forth in Exhibit “A”. In either case, the Company shall provide a Violation Notice where such electronic contact information has been provided. If there have been more than three instances of Overage in any twelve (12) month period for a particular service (i.e., Refuse or Organic Waste), Company may increase the Service Recipient’s service level upon the Town’s request (i.e., Additional Container) to mitigate the Overage, and may increase the charges to the Town according to the increased service level.
- d. **Overweight Containers.** The Company may refuse to collect any Refuse or Organic Waste Container which the Company reasonably believes to be overweight. A Container shall be considered “overweight” if the total weight of the Container and contents exceeds two times the volume capacity of said Container (e.g., 200 pounds for a 64-gallon Cart). The Company shall provide notification to the Town regarding each instance of non-collection.
 - e. **Disposal and Processing.** Company shall dispose or arrange to dispose of the Refuse collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste. Company also shall Process or arrange to Process Organic Waste collected under this Agreement only at Processing facilities that are licensed and permitted to process such materials.
 - f. **Holiday Schedule.** The following days shall be designated holidays on which the Collection Services shall not be provided: New Year’s Day and Christmas Day.
 - g. **Special Services.** From time to time, the Town may request performance of special services, for which a rate is not provided in Exhibit “A”. Company shall make good faith efforts to provide the requested service at a reasonable rate negotiated with the Town.
 - h. **Compliance with Laws.** The Collection Services shall be performed in accordance with Applicable Law.

- i. **Personnel and Equipment.** The Collection Services shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles to complete the Collection Services in a safe and timely manner.
- j. **Supervision.** Company shall provide competent supervision in charge of working crews at all times while providing the Collection Service.
- k. **Missed Pick-Ups and Complaints.** All Refuse and Organic Waste Containers scheduled for collection, must be placed at the curb or other designated location and ready for pick-up before 7:00 a.m. on the collection day; any Containers not collected because they are not at the curb or other designated location on time shall not be considered a missed pick-up. All complaints as to Company's provision of the Collection Services, including alleged missed pick-ups, shall be given prompt and courteous attention. Company shall attempt to resolve all complaints promptly and shall cure all missed pick-ups that are a result of Uncontrollable Circumstances within one (1) week, conditions permitting. Company shall attempt to resolve all complaints promptly and shall cure all missed pick-ups that are not the result of Uncontrollable Circumstances within one workday, conditions permitting.
- l. **New or Enhanced Diversion Programs.** In the event any federal, provincial, or local law or regulation is adopted or becomes effective after the date of this Agreement which imposes upon Town or Company a requirement for the implementation of any source separated program for the collection of any waste material not already covered by this Agreement, increases Town's diversion requirement under Applicable Law, changes the methods for obtaining or measuring compliance with diversion requirements, Company shall design and present a program to Town to comply with such new laws or regulations. Before any such changed services are implemented, Company and Town shall meet and confer in good faith to determine a fair and reasonable adjustment to the maximum rates set forth in Exhibit "A" in order to compensate Company for implementing said changed services.
- m. **Natural Disasters.** Company will use commercially reasonable efforts to assist Town, at the Town's request, with emergency collection service in the event of major disaster, such as an earthquake, storm, riot or civil disturbance, by providing equipment and drivers based on negotiated services and rates between Town and Company. Town is not required to utilize the services of Company. In addition, where the disaster results in the loss of Service Recipient containers, Company shall replace the containers and Town shall reimburse Company for the cost of replacement.

5. **BILLING.**

The Town shall compensate the Company monthly for Collection Services, in a total amount based upon the service charges for Collection Services, as they may be adjusted from time to time, and any applicable additional charges, as provided in Exhibit "A". In calculating such monthly compensation to the Company, the applicable per unit rates shall be multiplied by the number of Service Recipients; ancillary and non-recurring charges submitted by Company will be added to such amount. The aggregate number of such Service Recipients is currently estimated by the Town to be as follows as of the effective date of this Agreement: 3582 Single-Family Premises and eligible businesses. The Town shall provide an updated Service Recipient count monthly within ten (10) days of the end of each calendar month.

6. SERVICE RATES.

- a. Service Rate Schedule.** Company shall provide the Collection Services for the rates set forth in Exhibit “A” (the “Rates”), as the same may be adjusted in accordance with this Section 6.
- b. Annual Adjustment to Rates.** Commencing on the date which is one (1) year after the Commencement Date, and on the same date annually thereafter (the “Adjustment Date”), the Rates shall be increased by four percent (4%) to the then-current Rates.
- c. Extraordinary Adjustments.** In addition to the annual adjustment provided by subsection (b) above, the Rates shall, upon written request of Company, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the Collection Services hereunder due to any one or more of the following causes:

 - i. Uncontrollable Circumstance (see Section 12);
 - ii. Changes in Applicable Law that is effective after the Effective Date of this Agreement;
 - iii. Increase in surcharges, fees, assessments or taxes levied by federal, provincial or local regulatory authorities or other governmental entities related to the Collection Services;
 - iv. Changes in baseline assumptions, such as changes in volumes collected and changes in the amount of container contamination;
 - v. Increase in the cost of transportation, including fuel and third-party transportation costs;
 - vi. Changes in the cost of equipment; and
 - vii. Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Company.
- d.** If Company requests a Rate adjustment pursuant to Section 6(c), it shall prepare a Rate adjustment request setting forth its calculations of the increased costs and accompanying adjustment to the Rates necessary to offset such increased costs. The Town may request documentation and data reasonably necessary to evaluate such request by Company, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the Town shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by Company. The Town shall approve all properly calculated Rate adjustments within ninety (90) days of Company’s request, and the adjusted Rates shall be deemed to take effect as of the date of Company’s request.

7. DEFAULT AND TERMINATION

Except as otherwise provided in Section 12 (Force Majeure), the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the other Party of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement; provided, however, if the particular default is not reasonably capable of being cured within 30 days, then the defaulting Party will have such number of days to cure as is reasonable under the circumstances. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party

may, at its option, immediately terminate the Agreement by written notice to the defaulting Party. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable legal fees and costs associated with enforcement of this Agreement. Under no circumstances shall either Party be liable for any loss of profits, loss of savings, loss of contracts, or any consequential, indirect, punitive or special damages for any alleged default under this Agreement. The exclusions and limitations of liability set forth herein shall apply irrespective of the nature or cause of action and shall accordingly apply in the event of breach of contract, tort (including negligence), equity, and any other cause of action, whether arising statutorily or otherwise at law.

8. INDEPENDENT CONTRACTOR

Company shall perform the Collection Services as an independent contractor. Company, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the Town for any purpose whatsoever under this Agreement or otherwise. Company at all times shall have exclusive control of the performance of the Collection Services. Nothing in this Agreement shall be construed to give Town any right or duty to supervise or control Company, its officers, employees, agents, contractors, or subcontractors, or to determine the manner in which Company shall perform its obligations under the Agreement.

9. INSURANCE

Company shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

| | <u>Type</u> | <u>Amount</u> |
|----|------------------------------|---------------------------|
| a. | Employer’s Liability | \$5million |
| b. | Commercial General Liability | \$5million per occurrence |
| c. | Automobile Liability | \$5million |

The Town, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Collection Services, Company shall deliver to Town certificate(s) of insurance evidencing the required coverages. The certificate(s) shall require at least ten days’ notice to the Town before cancellation of any such Company policy.

10. OCCUPATIONAL HEALTH AND SAFETY POLICY

The Company accepts and agrees to comply with the Town’s Contractor Safety and Due Diligence Policy, the provisions of which are incorporated in this Agreement.

11. SUBCONTRACTORS

Company shall not use subcontractors to perform the Collection Services described hereunder unless Company has obtained prior written approval from the Town, which approval shall not be unreasonably delayed or withheld. In the event that written approval is obtained, Company shall remain liable to the Town for the subcontractor's performance of the Collection Services as if they were being provided by Company itself.

12. FORCE MAJEURE

Except for the failure to make payment when due, neither Party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected Party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics or epidemics, industry-wide labour or equipment shortages, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labour unrest (e.g., strikes, lockouts, or other labour disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.

13. MISCELLANEOUS PROVISIONS.

a. Confidentiality:

- i.** The Parties shall maintain confidentiality of Disclosing Party's Confidential Information using the same standard used to protect its Confidential Information, which shall not be any less than that which a reasonable person placed in the same circumstances would use. This includes implementing and maintaining appropriate security measures to safeguard Disclosing Party's Confidential Information. Receiving Party shall ensure that its employees, agents and consultants maintain the confidentiality of all Disclosing Party's Confidential Information and information related to this Agreement or the proposed activities set out herein and shall not communicate such Confidential Information or information related to this Agreement or the proposed activities set out herein to any third party without the prior written consent of Disclosing Party. Notwithstanding the foregoing, Town agrees that Company is entitled to disclose Confidential Information to its affiliates for the purposes of administering this Agreement.
- ii.** Confidential Information received from Disclosing Party shall be used solely for the purposes of administering this Agreement and for no other purposes.
- iii.** Town confirms that it was entitled to disclose to Company Municipal Property Assessment Corporation information, and Company agrees that such Municipal Property Assessment Corporation information shall be used solely for the purposes of providing Collection Services further to this Agreement, and for no other purpose.
- iv.** Upon a request by Disclosing Party, Receiving Party will turn over to Disclosing Party or destroy all Confidential Information of Disclosing Party and all documents or media containing any such Confidential Information and any and all copies or extracts thereof except with respect

to Confidential Information residing on any disaster recovery or business continuity or archiving systems of Receiving Party or which is subject to legal or litigation holds, and such Confidential Information shall continue to be governed by this Agreement until destroyed.

- v. The obligations regarding confidentiality shall survive for five (5) years following termination or expiration, as applicable, of this Agreement.
 - A. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
 - B. This Agreement shall be construed in accordance with the laws of the Province of Ontario, and the applicable federal laws of Canada.
 - C. All written notification required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, overnight delivery by a recognized overnight delivery service, or by hand delivery to the Party's address below:

If to Company: 200 Sligo Rd. W
 Mount Forest, ON N0G 2L1
 Attn: Senior District Manager

If to Town: 57 West St
 Goderich, ON N7A 2K5
 Attn: Director of Community Services, Infrastructure and Operations

- b. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the Parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.
- c. In the event either Party successfully enforces its rights against the other hereunder, the other Party shall be required to pay the prevailing Party's legal fees and court costs.
- d. Company's rights and obligations under this Agreement may not be assigned without the prior written approval of the Town, which shall not be withheld unreasonably nor required with respect to an assignment to an affiliate of Company.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement, and it is effective as of the Effective Date above.

WASTE MANAGEMENT OF CANADA CORPORATION

By: _____

Name: _____

Title: _____

Signature: _____

CORPORATION OF THE TOWN OF GODERICH

By: _____

Name: _____

Title: _____

Signature: _____

**EXHIBIT A
COMPANY RATES**

| Item | Description | Quantity | Unit | Price | Annual Price |
|------|---|-----------------|-------------------|--------------|---------------|
| 1 | Curbside Garbage Collection Year 1 (2024-2025) | 12 | Per Month | \$ 35,246.88 | \$ 422,962.56 |
| 2 | Waste Disposal Cost Year 1 (estimate 681 tonnes) | 1 | Per Metric Tonnes | \$ 102.53 | \$ 69,822.93 |
| 3 | Organics Disposal Cost Year 1 (estimate 227 tonnes) | 1 | Per Metric Tonnes | \$ 117.00 | \$ 26,559.00 |
| 4 | Bins-Commercial Year 1 | As per schedule | Per Month | \$ 2,738.46 | \$ 32,861.50 |

Front load Bin Schedule

| Site | Quantity | Size | Frequency | Weeks |
|--------------------------------|----------|------|------------------|-------|
| Airport | 1 | 4yd | Weekly | 52 |
| Daycare | 1 | 4yd | Weekly | 52 |
| Fisherman Wharf | 1 | 6yd | Weekly (Jun-Nov) | 26 |
| Main Beach | 4 | 6yd | 2X/WK (Apr-Nov) | 69 |
| Maitland Recreation Building | 2 | 4yd | Weekly | 52 |
| Maitland Valley Medical Centre | 1 | 4yd | Weekly | 52 |
| Memorial Arena | 1 | 4yd | Weekly | 52 |
| Parks Department | 1 | 6yd | Weekly | 52 |
| Works & Engineering Building | 2 | 4yd | Weekly | 52 |
| Works & Engineering Building | 1 | 6yd | Weekly | 52 |

Frontload Bin Unit Rates

| Frontload bins | Waste | Recycling |
|----------------|----------|-----------|
| 2 yard | \$ 21.75 | \$ 19.60 |
| 4 yard | \$ 32.06 | \$ 25.10 |
| 6 yard | \$ 48.09 | \$ 31.50 |
| 8 yard | \$ 59.60 | \$ 36.10 |

2024 Supplemental Rates

- Replacement Carts: \$100 per unit plus delivery
- Special Services: \$180 per hour
- Cart Contamination, Overage, Overweight: Upon mutual acceptance
- Container delivery (after initial rollout)/removal: Upon mutual acceptance