

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2025 - 65

Being a By-law to award enter into Agreement with Emterra Environmental Inc. for curbside collection services within the Village of Magnetawan.

WHEREAS the Municipality of Magnetawan's contract with Waste Connections for curbside collection services within the Village of Magnetawan expires December 31st 2025;

AND WHEREAS the Municipality of Magnetawan received notice from Circular Materials that beginning January 1, 2026, curbside collection for eligible (residential) blue box material would be provided by the Provinces appointed preferred service provider namely Emterra Environmental Inc.;

AND WHEREAS in order to maintain full collection services to residents and businesses of the Village of Magnetawan, the Municipality had requested from Waste Connections and Emterra Environmental Inc. quotes to provide collection services beginning January 1st, 2026 for non-eligible blue box material and household waste;

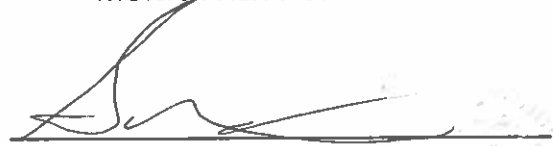
AND WHEREAS Council for the Municipality of Magnetawan authorizes Staff to enter into the agreement for curbside collection of non-eligible properties blue box materials and all household waste within the Village of Magnetawan with Emterra Environmental Inc. with waste being disposed of at a Municipal Landfill.

NOW THEREFORE BE IT RESOLVED The Council of the Corporation of the Municipality of Magnetawan enacts as follows:

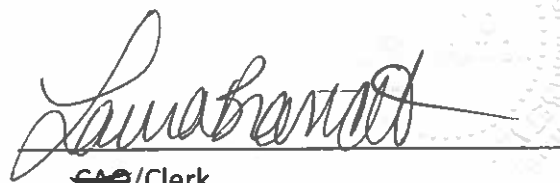
1. **THAT** the Corporation of the Municipality of Magnetawan is hereby authorized to enter into an agreement with Emterra Environmental Inc. substantially in the form attached hereto and forming part of this By-law; and
2. **THAT** the Mayor and CAO/Clerk are hereby authorized to execute the Agreement on behalf of the Corporation; and
3. **THAT** any previously conflicting By-law is hereby repealed.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 10th day of December, 2025.

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN



Mayor



CAO/Clerk



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November 21, 2025

Erica Kellogg
Deputy Clerk – Planning & Development
Municipality of Magnetawan
PO Box 70
4304 Highway 520
Magnetawan, ON POA 1P0

Attention: Erica Kellogg

Subject: Garbage Collections for Municipality of Magnetawan

THIS AGREEMENT made on 21st day of November, 2025.

BETWEEN:

HALTON RECYCLING LTD. dba EMTERRA ENVIRONMENTAL

hereinafter called the
"Contractor" OF THE FIRST PART

AND

The Municipality of Magnetawan

hereinafter called the
"Municipality" OF
THE SECOND PART

WHEREAS the Municipality accepts the November 21, 2025 proposal of the Contractor in response to the request for garbage and blue box collection of non-eligible sources:

WITNESSETH that the Contractor hereby agrees to furnish all necessary machinery, tools, equipment, materials, supplies, labour and other means of operation, except as herein otherwise specified, to complete, in strict accordance with the plans and specifications therefore, the Work known as:

Weekly garbage collections and disposal from all residential and commercial sources within the Village of Magnetawan.

NOW THEREFORE, in consideration of the foregoing, and for good and valuable consideration (the receipt and sufficiency of which are acknowledged by each of the Contractor and the Municipality), the Contractor and the Municipality each agree as follows:



- 1) The following document, which Forms the Agreement, constitute the Agreement with approved associated pricing:

2)

<u>Collection Type</u>	<u>Service Frequency</u>	<u>Price per Service (With Disposal)</u>	<u>Price Per Service (Without Disposal)</u>
Garbage Collections	Weekly	\$1065.93	\$756.23
Ineligible Recycling	Weekly	\$656.25	NA

Bulky items, Construction Waste, Batteries, hazardous and special products, pouches and aerosol containers are prohibited. Amounts above will be adjusted to reflect monthly invoices.

- 3) The term ("Term") of this Agreement shall be for a period of (36) months and commencing from and including the January 1st 2026 and ending on the 31st December, 2029, with an option at the mutual discretion of the Contractor and Municipality to renegotiate to a mutually agreeable term and associated pricing in line with the Blue Box transition guidelines and Restrictions
- 4) The Municipality agrees to pay the Contractor in Canadian dollars, as per its financial proposal a total monthly service charge as outlined +HST. The Municipality shall pay the Contractor within thirty (30) calendar days upon the receipt of the invoice from the Contractor.
- 5) Prices shall be adjusted on the first anniversary of the Contract and at each anniversary in subsequent years based on 80% of the percentage change in Index "A" for the previous Twelve (12) months. The unit rate for all contract prices shall also be adjusted on a quarterly basis from the first date of the agreement and on a quarterly basis thereafter based on 20% of the percentage change in Index "B" for the previous three (3) months. Whereas Indices "A" and "B" are as follows:
- a) Index "A" – is the Statistics Canada Table (Table 18-10-0004-02) Consumer Price Index (CPI) All items for the Province of Ontario: and
 - b) Index "B" – Is the Ontario Data Catalogue fuels price survey information for Diesel, Ottawa, Ontario (Fuels price survey information – Datasets-Ontario Data Catalogue)

Indices "A" and "B" will be those prepared by statistics Canada and the Government of Ontario, respectively. As some of the indices are not available until sometime after the adjustment date, the amount of adjustment will be retroactive to the adjustment date. There shall be no negative adjustments. <https://www150.statcan.gc.ca/n1/en/catalogue/1810000402>

- 6) **ENTIRE AGREEMENT** This Agreement sets forth the entire agreement between the contractor and the Municipality, and replaces and supersedes any other agreements, whether oral or written, related to the subject matter of this Agreement.



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- 7) **ASSIGNMENT** Except as expressly provided for in this Agreement, no party to this Agreement may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 8) **GOVERNING LAW** This Agreement shall be governed and construed by the laws of the Province of Ontario and may be enforced in any court of competent jurisdiction within the Province of Ontario.
- 9) **SEVERABILITY** If any provision of this Agreement is adjudged by any court to be void or unenforceable in whole or in part, this adjudication shall not affect the validity of the remainder of the Agreement. Each provision of this Agreement is separable from every other provision and constitutes a separate and distinct term.
- 10) **TERMINATION** Either party may terminate this Agreement, in whole or in part, without cause by providing thirty (30) calendar days' written notice to the other party. Upon termination, the Contractor shall be entitled to payment for all services properly performed up to the effective date of termination, and the Municipality shall have no further liability except for payment of such services. Both parties agree to cooperate in good faith to ensure a smooth transition and minimize any disruption to garbage collection services. This clause does not affect any other rights of termination or remedies available under this Agreement or at law.

Contractor:

Cornelius Baidoo, Director of Business Optimization
Contractor Corporate Seal or Signature of Witness

Municipality:

Signature of Authorized Signing Officer

Mayor

CAO/Clerk