

Draft
Service Agreement
Film Plastic Recycling

Between

The Municipality:

West Grey

and

The Service Provider:

Grey Bruce Trash Taxi Inc.

1. **Project:** The Municipality will promote Film Plastics diversion and operate a public drop-off site, in which Film Plastics will be collected and temporally stored.
2. **Service:** On an as required basis, the Service Provider will remove the material from the site, and facilitate transportation to a recycling facility.
3. **Term:** The Municipality will participate in the project for a minimum of one year. The Service Provider will provide the service for a minimum of one year.
4. **Exit Clause:** The parties acknowledge that this agreement may be discontinued by either party, their estate, authorized representatives and/or assigns prior to the end of the term(s) specified above provided thirty (30) days' notice is delivered to the other party in writing. Following delivery of notice, the parties will be free of all legal responsibilities under this contract beyond the notice period and shall have no claim for damages howsoever caused.
5. **Project Promotion:** The Municipality will, at its own cost, promote the film plastic collection project, through its available media channels. Such promotion will commence prior to project launch, following the signing of this agreement, and be ongoing throughout the term of the project.
6. **Scheduling:** The Service Provider will provide a monthly service visit to remove all collected film plastics. Alternative scheduling may be utilized if agreed to by both parties.
7. **Operations:** The Municipality will allow the Service Operator access to the site during open hours.
8. **Ownership:** Collected film plastic becomes the property of the Service Provider.

9. **Tracking:** A representative of the Municipality will verify and sign off on collection dates.
10. **Billing:** The cost is \$200.00 plus HST per bin per month. The Service Provider will invoice the Municipality on a monthly basis. The Municipality will pay the Service Provider within 30 days of receiving an invoice.
11. **Diversión Report:** The Service Provider will work with the Municipality to produce an annual diversion report.
12. **Insurance:** The Service Provider will take out and keep in force Commercial General Liability Insurance to the Municipality, for a limit of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000, within any policy year with respect to completed operations. This policy shall name the Municipality as an additional insured and provide thirty (30) days' notice of cancellation and include but not be limited to:
 - (a) Cross-liability and severability of interest
 - (b) Blanket Contractual
 - (c) Products and Completed Operations
 - (d) Premises and Operations Liability
 - (e) Personal Injury Liability
 - (f) Broad Form Property DamageThe Service Provider will take out and keep in force Commercial Automotive Insurance, for a limit of not less than \$2,000,000.

The Service Provider shall, at all times, defend, indemnify and save harmless the Municipality and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, court and arbitration costs, arising out of or resulting from the Service Provider, inclusive of claims made by third parties, or any claims against the Municipality arising from the acts, errors or omissions of the Municipality, its employees, agents, contractors and subcontractors. Such indemnification shall not apply to the extent such claims, damages, losses or expenses are finally determined to result from the Municipality's negligence. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Service Provider, in accordance with this Agreement, and shall survive this Agreement.

13. **WSIB:** The Service Provider agrees to maintain and provide proof of WSIB coverage for the duration of this agreement. The Service Provider agrees to defend, indemnify and save harmless the Municipality from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Service Provider's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Service Provider in accordance with this Agreement, and shall survive this Agreement.

14. **Dispute resolution:** The parties will work in good faith to resolve any conflicts arising. Should an agreement fail to be reached, the parties agree to employ the dispute resolution services of a mutually agreed upon negotiator.

The Service Provider: Grey Bruce Trash Taxi Inc.	The Municipality: West Grey
Representative:	Representative:
Signature:	Signature:
Date:	Date:
Address: 441043 Concession Road 8 Elmwood, ON N0G 1S0 Phone: 519-372-8268	Representative:
	Signature:
	Date: