



Town of Tillsonburg
Solid Waste Management Service Delivery Review
January 2022

Town of Tillsonburg
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Table of Contents

| | |
|---|-----------|
| Executive Summary | 1 |
| 1.0 Project Overview | 2 |
| 2.0 Transfer Station | 3 |
| 2.1 Overview..... | 4 |
| 2.2 AET Observations | 8 |
| 3.0 Municipal Act Review | 11 |
| 4.0 Waste Management Agreement Review | 13 |
| 4.1 Large Article Collection: Transfer Station versus Curbside | 13 |
| 4.2 Yard Waste Collection: Transfer Station versus Curbside..... | 17 |
| 4.3 Customer Service Charge | 18 |
| 4.4 Transfer Station Construction & Demolition Operation | 19 |
| 4.5 Transfer Station Film Plastic Operation..... | 20 |
| 5.0 Current & Future Trends | 21 |
| 6.0 Curbside Leaf and Yard Waste Possibilities | 23 |
| 7.0 Strategic Recommendations | 25 |
| Appendix A: Municipal Act Summary Table | |
| Appendix B: County Summary of Municipal Waste Collection Authority | |
| Appendix C: Town and County Waste Management Agreement | |
| Appendix D: Town Transfer Station Annual Report and Budget | |

Town of Tillsonburg

Solid Waste Management Service Delivery Review

January 2022

Executive Summary

The Town of Tillsonburg (Town) contracted with AET Group Inc. (AET) to perform a Solid Waste Management Service Delivery Review to determine the most appropriate, and cost-effective way to operate, and maintain, the Town's waste management services.

In performing this Review, a variety of sources of information were used and analyzed. The Town, with its wealth of internal knowledge and data, was a primary source of data. Other sources included publicly available data from the Province and municipalities as well as our professional experiences and personal visit to the Town's Transfer Station.

The Service Delivery Review is to serve as a roadmap of the current, and desired future waste management system. The project began asking the following questions, "*what is working well*" and "*what could be better*". From these fundamental questions, AET set out to assess the Town's current service delivery from the operational and financial perspectives keeping in mind the political, social, and environmental dynamics & perspectives.

This Review focused on several core aspects of interest to the Town. These included:

- The regulatory framework within the Province dealing with service delivery.
- The Town's current Transfer Station operation.
- The Town's Agreement with the County for shared service delivery.
- Operational improvements that would benefit Town residents.

Throughout this report, these core aspects are discussed in detail and Section 7 provides our Strategic Recommendations. Of note, the Town has engaged with the Ministry of Municipal Affairs and Housing for potential funding to implement the recommendations of the Review. As, and where appropriate, this should be explored to off-set Town costs. Additionally, the Town should actively engage with Oxford County, and other member municipalities that comprise the County, to determine a mutually agreeable path forward for future service delivery.

Respectfully submitted,
AET Group Inc.

Town of Tillsonburg

Solid Waste Management Service Delivery Review

January 2022

1.0 Project Overview

The Town of Tillsonburg (Town) is one (1) of eight (8) lower-tier municipalities that comprise the County of Oxford (County) for which waste management services are jointly delivered. The Town owns and operates a Transfer Station and provides an annual curbside collection of leaves. The County owns and operates a Waste Management Facility and provides curbside collection for garbage and recyclables. The Town retained AET Group Inc. (AET) to perform a review of the current solid waste management service delivery to determine the most appropriate, and cost effective, way to maintain, or improve, service levels.

In January 2021, the Town passed By-law 2021-002, which is a Waste Management Agreement between the Town and the County, for the Town to provide large article and yard waste collection at the Town's transfer station. This Agreement commenced May 1, 2020 and replaced previous Agreements between the Town and County dating back to June 2008. Included as part of the Agreement, the County will reimburse the Town, on a bi-annual basis, for services provided covering the collection, tipping (at the Waste Management Facility), and customer service charges. The intent of the Agreement is to provide high quality waste management services in a cost-effective manner to the Town on behalf of the County.

The project scope included:

- Provide an overview of the operation of the Town's Transfer Station.
- Review current legislation, including the Municipal Act as it applies to the Town's jurisdiction and powers to pass by-laws.
- Review the Waste Management Agreement to assess the effectiveness of:
 - Large article collection at the Transfer Station versus curbside
 - The yard waste drop-off operation at the Transfer Station
 - The value of the County's provided customer service charge
 - The Town's curbside leaf collection program
 - The construction and demolition drop-off at the Transfer Station
 - The film plastic drop-off at the Transfer Station
- Consider current and future issues and trends that will affect the Transfer Station's operational resourcing.
- Provide options to deliver curbside leaf collection.
- Provide recommendations related to improving the Town's service delivery.

Town of Tillsonburg

Solid Waste Management Service Delivery Review

January 2022

Throughout the project, AET engaged with Town staff to ensure that the existing waste management efforts can be built up to drive future successes. AET employed a straight-forward approach to the Service Delivery Review in that our assessment held the following questions in mind:

- What is the current state?
- What are the current challenges and opportunities for improvement?
- What does the Town envision for its future state?
- How will the Town effectively move from the current state to the desired future (implementation)?

In performing this work, between September and November 2021, AET performed a thorough review of the Town's waste management effort. This work included analyzing the Town's provided waste management information, gathered research from similar communities across the province, assessing the operations at the Transfer Station and reviewing the Municipal Act.

2.0 Transfer Station

The Town operates a Transfer Station located at 50 Newell Road and has since the early 2000's. The facility is divided into in separate areas: first, for leaf and yard waste drop-off for which Town and County residents can access and second, for large articles and recyclable materials for which only Town residents can access. The facility (on Saturdays only) operates with two Town staff; no Town staff are present Monday through Friday.



Figure 1 – Tillsonburg Transfer Station Sign

The yard waste portion of the Transfer Station is open year-round, Monday through Saturday; the large article / recycling area is open year-round on Saturdays only.

AET visited the site on Saturday October 23, 2021, to review the operations.

Town of Tillsonburg

Solid Waste Management Service Delivery Review

January 2022

2.1 Overview

Traffic enters the site from the east-bound by-pass lane on Newell Road which has a queueing length for approximately ten (10) vehicles. The site's entrance is also the site's exit as it is wide enough for two-way traffic. Upon exiting, vehicles can turn either left, or right, onto Newell Road.

The perimeter of the site is fenced with a mechanical gate at the entrance. The yard waste area is contained within the perimeter fence and the large article / recycling area is contained within a secondary fence. The site does not have a weigh scale; all outbound loads destined for recycling or disposal are weighed at the respective receiving locations.

There are two (2) cameras onsite which record vehicle traffic; one camera is pointed at the entrance gate and the other is directed at the yard waste pile. The purpose of the cameras is to identify, where possible, instances of contamination or illegal dumping. The camera recordings are fed to the Town's offices for staff review as required.



Figure 2 – Transfer Station Overview

Town of Tillsonburg

Solid Waste Management Service Delivery Review

January 2022

Vehicle traffic flow, both inbound and outbound, is counterclockwise as shown below.

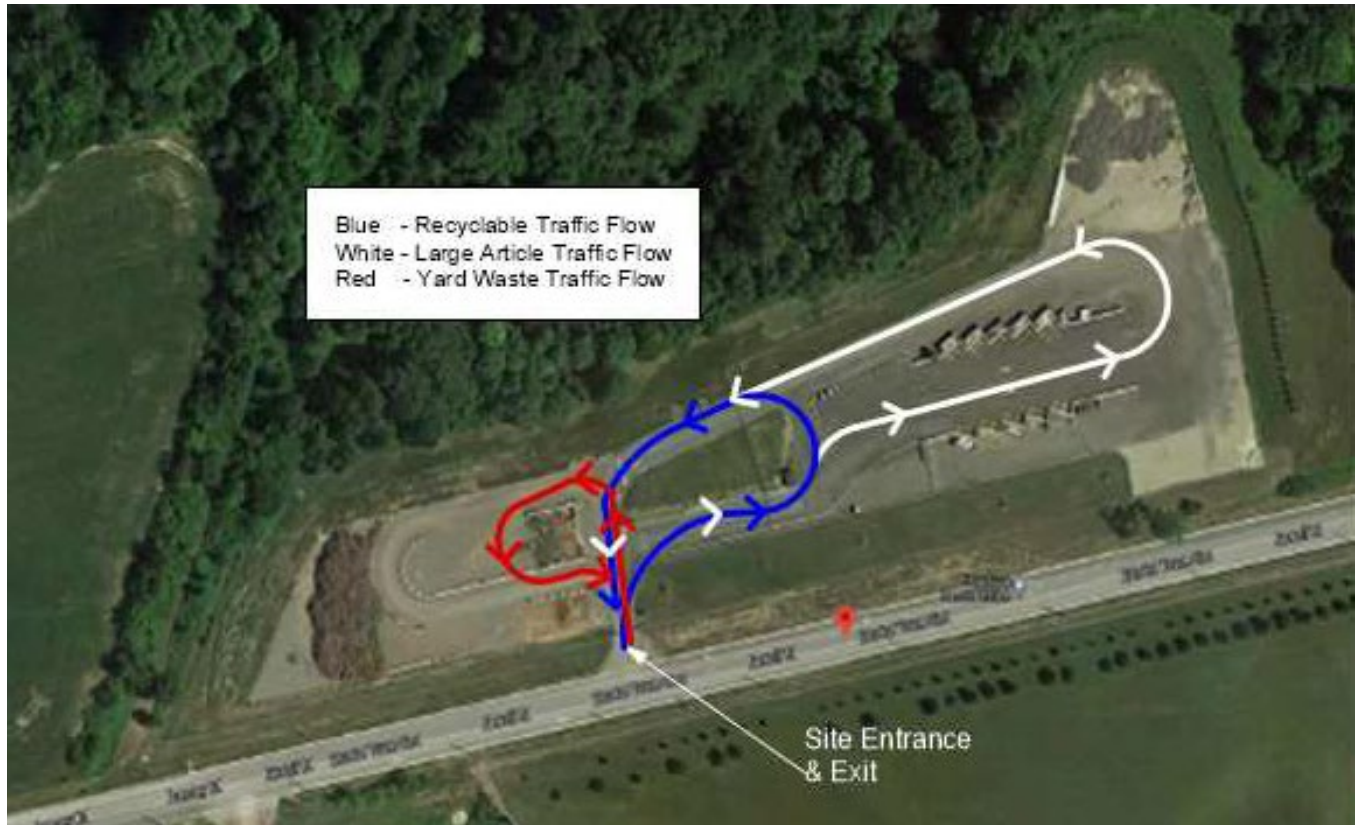


Figure 3 – Transfer Station Traffic Flow

Yard Waste Area

The Yard Waste portion of the site is open year-round Monday through Saturday with hours of 9am to 8pm April to September and 9am to 5pm October to March.

Upon entry to the site, residents with yard waste proceed to the left of the site and deposit their materials. Vehicles are not weighed, nor are they inspected for contamination (upon delivery) and there is no charge for tipping.

Town of Tillsonburg

Solid Waste Management Service Delivery Review

January 2022



Figure 4 – Yard Waste Drop-off Area

As advised by Transfer Station staff, between Monday and Friday, Town staff occasionally arrive at the facility to utilize the front-end loader (located onsite) to push the deposited yard waste into a large pile and/or load outbound transfer trucks to deliver the material to the County's Waste Management Facility in Salford for grinding and composting. On Saturdays, the Town staff operate the front-end loader to push the deposited materials into the large pile and remove any obvious contamination.

[Large Article / Recycling Area](#)

The Large Article portion of the site, and Recycling drop-off area, is open year-round Saturday's only with hours of 9am to 5pm.

Residents arriving at the site without yard waste, proceed to the right to the large article / recycling area where they are greeted by one (1) of the two (2) Transfer Station staff. As this area is for Town residents only, the attendant asks for proof of residency and if confirmed, the contents of the load being delivered is inspected and instructions for how to proceed are given. Instances where a non-Town resident arrives, the attendant advises the person of the site rules and directs the vehicle to depart the site and deliver the material to a different location (based on what the material(s) is/are). Note: while Town residents can utilize either the Town's Transfer Station or County's Waste Management Facility for large article / recycling drop-off, County residents are not permitted to drop these off at the Town's Transfer Station.

Town of Tillsonburg

Solid Waste Management Service Delivery Review

January 2022

For each vehicle arriving in this area, the first site attendant records the vehicle (e.g., a vehicle car count for tracking purposes) and records the types of materials being delivered. The Town uses a mobile application “Mesh Operations Management”¹ on their smart phones, and in the office, to track, trend, and analyze the operational data.

If residents only have recyclables, specifically film plastic, expanded polystyrene, cardboard and/or textiles, they are instructed to proceed to these bins which are located immediately to the left of the attendant’s booth. Loads containing disposal items are directed into the queue towards a second attendant’s booth to receive further instructions prior to tipping.



Figure 5 - Mesh Operations Management application

The tipping area for disposal materials contains thirteen (13) roll off bins for large articles, construction & demolition waste, scrap metal, shingles, glass, and porcelain items; there is a separate pile (on the ground) at the end of the tipping area for clean fill / rubble. Once materials have been deposited, vehicles depart the tipping area in a counterclockwise direction and exit the site onto Newell Road.

¹ Mesh Operation Management <https://www.go-evo.com/work-order-asset-management-software/>

Town of Tillsonburg

Solid Waste Management Service Delivery Review

January 2022

2.2 AET Observations

Yard Waste Area

During AET's visit, the usage of the yard waste drop-off area was active with residential deliveries, but the vehicle traffic was (visually) significantly less than the large article / recycling area and queuing was not an observed issue. The pile of yard waste onsite filled the available tipping area yet allowed for acceptable vehicle access, tipping, and turning movement.

During the day, both AET and Town staff visited the area with the purpose of inspecting the quality and quantity of material; one instance of illegal dumping was observed where Town staff removed the items from the pile. Otherwise, the operation appeared cohesive and without operational concerns.

Additionally, there isn't any onsite lighting in this area.

While this is not necessarily a concern, if there were light poles in the yard waste area, the hours of operation could be standardized (e.g., 9am to 8pm) all year long. A planning level budget for installing 6 light poles is \$25,080.

Large Article / Recycling Area

This area was extremely busy during AET's site visit which was anticipated as this area is only open once per week. Vehicles enter the queue to tip in this area (from Newell Road) and, constantly throughout the day, the queue exceeded fifty (50) vehicles including regularly up to ten (10) vehicles in the by-pass lane on Newell Road.



Figure 6 - Illegal Dumping in the Yard Waste Drop-off Area

Town of Tillsonburg Solid Waste Management Service Delivery Review January 2022



Figure 7 – Queue of cars lining up to access the Transfer Station

During the day, AET performed ad hoc time-studies to assess the length of time it took a vehicle from entering the queue until it was permitted to tip; and the average was thirty (30) minutes. Also, ad hoc time-studies were performed to assess the length of time tipping required; the average time was five (5) minutes.



Figure 8 - Another viewpoint of the queue of cars

Town of Tillsonburg

Solid Waste Management Service Delivery Review

January 2022

As noted previously in this report, vehicles are met by the first (of two) Town attendants to verify Town residency and for load inspection. Prior to COVID-19, loads deemed appropriate for a tip fee to be charged would be required to pay at this location. AET was advised (prior to the site visit) that since COVID-19 began, the Town implemented a policy that no tip fees would be charged; this was observed during AET's visit.

During vehicle processing (pre-tipping), there were several seen only delivering recyclables (as described previously in this report). As the recyclable bins are located within the secondary fence, these vehicles were required to remain in the overall queue until they passed the first site attendant and at which point, they could proceed to the recycling bins. As recyclables are free of charge, the Town could consider moving these bins to the parcel of land between the entrance gate and secondary fence to minimize the traffic queue length and improve site user experience.

As vehicles progressed through the inbound queue, they reach the second site attendant. This staff member asks the resident the types of materials they were delivering and directs the vehicle to the appropriate tip location. In response to COVID-19, the Town has implemented a policy where only four vehicles are permitted to tip at any one time to allow for sufficient social distancing while in the tipping area.



Figure 9 - Large Article tipping area

While a reasonable and appropriate plan, this directly contributed to the length and the time each vehicle spent in the inbound queue. That said, provincial guidelines for social distancing are two (2) meters and to ensure the health and safety of site users, permitting only four (4) vehicles to tip at a time could be considered appropriate. However, the layout of the tipping area and the distance between the roll off bins is greater than two (2) meters which could allow for more than four vehicles at a time to tip. Outside of the COVID-19 protocols, the tipping area could be occupied by upwards of ten vehicles at a time (in AET's estimation).

Town of Tillsonburg

Solid Waste Management Service Delivery Review

January 2022

When social distancing requirements are no longer required, or earlier if it can be assessed that two (2) meter social distancing is possible in the tipping area, the Town should amend its tipping policy to allow for more vehicles to tip at the same time. Furthermore, the Town should re-impose the tipping fee for large loads as soon as reasonably possible to ensure sufficient financial coverage of the Transfer Station's operational cost.

Similar to the Yard Waste area, there isn't any onsite lighting in the large article / recycling area. While this is not necessarily a concern, if there were light poles, the hours of operation could be extended (e.g., 9am to 8pm). If implemented, however, longer hours would result in greater operational costs to cover the additional site staffing requirements. A planning level budget for installing 8 light poles is \$33,440.

3.0 Municipal Act Review

The purpose of this part of the project was to review the sphere of jurisdiction in the Municipal Act, 2001² (*Act*) that applies to the Town to identify the jurisdiction and powers to pass by-laws, specifically related to waste management. AET conducted a review of the *Act* related Part II, General Municipal Powers; Part III, Specific Municipal Powers (Waste Management); and Part V, Transfer of Powers Between Tiers. Our findings from the review are provided in a summarized manner below and a Table from the *Act* are included in Appendix A.

The general powers of a municipality, under the *Act*, are to be interpreted broadly; meaning the municipality has broad authority to govern its affairs as it considers appropriate to respond to municipal issues. In the case of the Town (lower-tier) and County (upper-tier), there is a clear relationship that is both separate and aligned. Meaning that a lower-tier municipality, and the upper-tier municipality, may provide any service considered to be necessary, or desirable for the public, subject to the rules of the *Act* and contained within the respective Spheres of Jurisdiction. Moreover, a lower-tier municipality, and the upper-tier municipality, may pass by-laws, subject to the rules set out in the *Act*, including as they relate to Waste Management. The following are three summarized rules:

² Municipal Act, 2001, S.O. 2001, c. 25 <https://www.ontario.ca/laws/statute/01m25>

Town of Tillsonburg

Solid Waste Management Service Delivery Review

January 2022

1. If a Sphere, or part of a Sphere of Jurisdiction, **is not assigned to an upper-tier municipality**, the upper-tier municipality does not have the power to pass by-laws under that sphere or part thereof.
2. If a Sphere, or part of a Sphere of Jurisdiction, **is assigned to an upper-tier municipality exclusively** its lower-tier municipalities does not have the power to pass by-laws under that sphere or part thereof.
3. If a Sphere, or part of a Sphere of Jurisdiction, **is assigned to an upper-tier municipality non-exclusively** both the upper-tier municipality and its lower-tier municipalities have the power to pass by-laws under that sphere or part.

Therefore, if a Sphere of Jurisdiction is assigned exclusively to the upper-tier municipality (e.g., the County), the lower-tier municipality (e.g., Town) does not have the power to pass by-laws. As indicated in the Table in Appendix A, *Waste Collection* is a responsibility exclusive to the County. This is further supported by the service delivery reviews performed by Watson & Associates and, separately, KPMG in 2000 (refer to Summary Briefing Note in Appendix B) that waste collection services are the responsibility of the County. However, the *Act* provides that the County may transfer power to the Town, Section 191(2) of the *Act*, and the Town may pass a by-law if:

1. Half of the other lower-tier municipalities give consent to the transfer of power.
2. The majority of the municipalities pass resolutions to the same.
3. Council of the upper tier passes a resolution in favor of the same.

Meaning, the responsibility for the provision of *Waste Collection* in the Town could be transferred from the County if the three conditions above are satisfied. Unfortunately, no record of the above conditions is available on the County or other local municipality websites. As such, even though the Town passed By-law 2021-002 (Waste Management Agreement, refer to Appendix C), according to the Section 191(2) of the *Act*, the Town's By-law should not have come into force. That said, the Agreement was discussed and approved by both Town and County Councils and thus demonstrates a mutual desire to provide the services listed.

Based on this review, the Town should consider consulting with its legal council and Oxford to jointly review, prior to passing future by-laws and/or resolutions that may impact both parties such as if the Town wanted to provide curbside leaf collection.

Town of Tillsonburg

Solid Waste Management Service Delivery Review

January 2022

4.0 Waste Management Agreement Review

Town By-law 2021-02 is an Agreement between the Town and County whereby the Town provides certain waste management services, and the County provides reimbursement to the Town for such services. This Agreement updates and replaces previous Agreements between the parties. In undertaking this review, AET considered the content of the Agreement, both operational and financial, to assess its ability to practically deliver sustainable waste management services for both the Town and County. The Agreement notes that Section 75(1) of the *Act* permits the County to designate waste management services to the Town.

4.1 Large Article Collection: Transfer Station versus Curbside

The Town's Transfer Station accepts large articles for drop-off by Town residents only. This is similar to the City of Woodstock (Woodstock) in that they also operate a transfer station that accepts large articles year-round. Unlike the Town however, Woodstock also offers a once annually curbside collection service. In the County (outside of the Town and Woodstock), residents are permitted to take their large articles to the Waste Management Facility year-round and they also provide a once annual curbside collection day for large articles.

In the case of Woodstock, their 2021 preliminary operating budget³ states that their "bulk item pick up" is \$45,600 which includes staff time, equipment, and supplies. Similarly, the County's 2021 Approved Budget⁴ states \$71,400 for Woodstock's large articles collection plus contracted services and \$45,025 for the Town's large article contracted services. In contrast, the County's own costs for large articles (e.g., for services outside of Woodstock and the Town) are \$126,641 (excluding internal administration charges).

In 2020, as outlined in the Town's 2020 Transfer Station Report (Appendix D), 896 tonnes of large articles were shipped from the Town's Transfer Station for disposal at the County's Waste Management Facility. According to the Town's Waste Management Budget for 2020 (Appendix D), the Town incurred \$184,171 in costs for large articles, representing an average cost per tonne of \$205.55. The Agreement between the Town

³ City of Woodstock 2021 Preliminary Operating Budget

<https://www.cityofwoodstock.ca/en/inc/resources/2021-Preliminary-Operating-Budget.pdf>

⁴ County of Oxford 2021 Approved Budget

<https://www.oxfordcounty.ca/Portals/15/Documents/Finance/2021/2021%20Oxford%20County%20Budget%20-%20Approved%20Final.pdf>

Town of Tillsonburg

Solid Waste Management Service Delivery Review

January 2022

and County outlines (Section 2.5.1 and Schedule “C”) that the County will reimburse the Town \$16,400 for tipping fees of large articles. Additionally, Schedule “A” of the Agreement states that the County will reimburse the Town \$6.94 per household (2020 dollars) for large article collection; in 2020, the Town had seven thousand five hundred thirty-two (7,532) households⁵ which equates to \$52,272 in reimbursable collection fees from the County. Adding both collection and tipping fees, in 2020, the Town should have recovered from the County \$68,672 representing approximately 38% of the Town’s large article costs.

The Town does not charge a tipping fee for large articles at the Transfer Station. It is recommended that the Town impose a tipping fee for large articles delivered to the Town’s Transfer Station (as well as a tipping fee for all other items requiring disposal). If the Town were to levy a fee for the disposal of these items, fees could be based on the same protocol as that of Construction and Demolition (C&D) Material (refer to Section 4.4 of this report below). Other options include:

- Installing a weigh scale to record inbound deliveries.
- Modifying the inbound procedure to assess tipping fees based on vehicle type, like that used by Woodstock at its Enviro Depot⁶.

Weigh scales are typical at all waste management facilities serving to accurately record inbound, and outbound, tonnages. For the Town’s Transfer Station however, this, while possible to install, would be redundant from the perspective that materials shipped from the Town’s Transfer Station are weighed at the respective receiving facilities and billings (to the Town) are based on those transactions, including material shipped to the County’s Waste Management Facility. Further, to accurately record inbound materials, and to only apply the tipping fee to disposal items delivered, multiple weighs would likely be required for residents delivering mixed / unsegregated loads which would likely exasperate inbound queueing. As such, installing a weight scale is not recommended.

That said, installing a weigh scale, or two (2), at the Town’s Transfer Station is possible and if done, would require modifications to the onsite traffic flow to accommodate inbound traffic queueing. A concept on how weigh scales could be incorporated into the site is presented in the figure below.

⁵ Ontario Municipal Partnership Fund <https://www.fin.gov.on.ca/en/budget/ompf/2020/pdf/3204.pdf>

⁶ City of Woodstock tipping fees, by vehicle type
<https://www.cityofwoodstock.ca/en/residential-services/hours-of-operation-and-fees.aspx>

Town of Tillsonburg
Solid Waste Management Service Delivery Review
January 2022



Figure 10 – Large Article Traffic Flow if Weigh Scales installed

In this concept, the traffic flow for large articles is redirected to the south of the site, as compared to Figure 3 which depicts the current traffic flow. In this way, all vehicles delivering materials for disposal would cross the inbound weigh scale to obtain the gross weight, proceed to the tipping area, tip their materials then proceed to the outbound weigh scale to assess the net weight of materials delivered and pay the required tip fee. In addition to the physical weigh scale(s), this concept would also require the procurement of a weigh scale operating program to replace the currently used MESH Operating Management system and a repurposing of the site staff attendant offices.

In this concept, the traffic flow in the tipping area reverses (compared to the current traffic flow) and requires the roll off bins for recyclable materials to be relocated (refer to Section 5, Current & Future Trends). If desired, however, new site entrances/exits (e.g., west side, yard waste area; east side large articles) could be created to minimize / reduce 'cross-traffic' flows; additional capital and operational costs would need to be taken into consideration such as new roads and perimeter gates. A planning level capital cost for installing two (2) weigh scales, inclusive of the scales, foundational work, and electrical connection is \$250,000. In addition to this, the Town would require a weigh scale operating program for which a planning level capital cost is \$25,000.

Town of Tillsonburg

Solid Waste Management Service Delivery Review

January 2022

If the Town decides not to install weigh scales but were to consider implementing a tipping fee for large articles based on vehicle type, this would be cost effective (e.g., to cover the Town's costs) and operationally efficient (e.g., from a traffic queuing perspective). Residents delivering loads containing material for disposal would be assessed a fee based on their vehicle type; more specifically, based on the volume that they are pursuing to dispose of. It is recommended that the Town consider implementing a tipping fee for Large Articles (and other disposal material types) and that the implementation of the tipping fee be communicated effectively by Town staff with sufficient advance notice to residents prior to coming into force. For example, a promotion and communication campaign via numerous methods (e.g., online, print, at the Transfer Station) should be developed and delivered no less than three (3) months prior becoming effective.

According to the Town's Transfer Station Annual Report for 2020 (Appendix D), if a disposal fee for large articles were imposed, and if it was assumed that all the eight hundred ninety-six (896) tonnes (896,000kg) shipped from the Transfer Station in 2020 came exclusively from large loads, this equates to 6,588 inbound loads. Applying the \$25 fee to every inbound delivery would have resulted in \$164,700 in revenue for the Town. If recovered, this in addition to the County's reimbursement cost (\$68,672), would have equated to \$233,372 in revenue which is \$47,201 more than the Town's reported 2020 costs for the management of large articles. To ensure that the Town's waste management system operates in a fiscally responsibility manner, it is recommended to impose a tipping fee for Large Articles and the tipping fee be based on vehicle type.

To assess the efficiency of large article collection at the Town's Transfer Station to that of possible curbside collection, a logical surrogate is Woodstock's as they offer year-round drop-off and a once annual curbside collection. Based on Woodstock's 2021 Preliminary budget, curbside collection of large articles is budgeted to cost \$45,600 and their recycling depot's operational cost is expected at \$540,160 for a total of \$585,760. Even though Woodstock does not publish its bulk / large item collected tonnes but assuming they collected the same tonnes as the Town, Woodstock's cost per tonne would equate to \$654; 3-times greater than the Town's 2020 cost even without tip fee recovery. Creating a curbside large article collection program in the Town is not recommended.

Based on the financials above, the Town is offering a cost-effective large article service via its Transfer Station, and it would be even more effective if the tip fee were reimposed.

Town of Tillsonburg

Solid Waste Management Service Delivery Review

January 2022

4.2 Yard Waste Collection: Transfer Station versus Curbside

The Town's Transfer Station accepts leaf and yard waste from the Town, and County, residents year-round (Monday through Saturday) free of charge and the Town offers a once annually loose-leaf curbside collection service. This is like Woodstock's depot operation, although their depot is open seven (7) days per week. Unlike the Town however, Woodstock offers eight (8) weeks of curbside collection service for leaf and yard waste and another event in January for Holiday tree collection. Woodstock's 2021 budget for curbside yard waste collection is \$91,400.

As outlined in the Town's By-law 2021-002, the County will reimburse the Town \$18.30 per tonne (2020 dollars) for the yard waste collected at the Transfer Station and the County will pay for the transportation costs from the Transfer Station to their Waste Management Facility.

As the Transfer Station does not track site usage by resident, it is unfortunately unknown how much leaf and yard waste material were delivered by Town and County residents. Based on the Town's 2020 Transfer Station Annual Report (Appendix D), two thousand three hundred ten 2,310 tonnes were transferred to the County's Waste Management Facility for composting and based on the Town's 2020 budget (Appendix D), the Town's cost for leaf and yard waste management at the Transfer Station was \$36,958. As the County reimburses the Town for yard waste costs from the Transfer Station, the Town received \$42,273 from the County (\$18.30 per tonne x 2,310 tonnes). From this perspective, the Town is receiving sufficient financial coverage from the County for this operation. According to the Town's 2020 Budget, the loose-leaf curbside collection service cost \$89,310. Adding this to the Town's Transfer Station costs, this equates to a total program cost of \$126,268.

As the Town - County Agreement only provides for cost recovery for leaf and yard waste collection at the Transfer Station, and based on AET's observations during the site visit, and based on the financial information presented above, the Town's Transfer Station is an effective and efficient means to manage leaf and yard waste. While a desirable service from the public's perspective, although one which could be eliminated (if only considered from a financial perspective), the annual curbside collection event could continue if so desired. That said, if the collection frequency were to increase (e.g., to align to that of Woodstock's program more closely), the Town's cost differential would significantly increase based on the current funding model. The Town's current Transfer Station operation and management appears effective and efficient and should continue.

Town of Tillsonburg

Solid Waste Management Service Delivery Review

January 2022

As outlined in the *Act*, Section 188(1), Waste Collection is the responsibility of the County, and the Agreement between the Town and County does not provide for any cost sharing / reimbursement or for curbside loose-leaf collection. As Town offers free year-round drop-off of leaf and yard waste at its Transfer Station, eliminating the annual curbside loose leaf collection program would reduce the Town's operating expenses and put the Town in a better financial position. However, if the Town desired to expand the current loose leaf curbside collection program, or desires to implement a curbside collection program similar to that of Woodstock's (e.g., nine (9) collection days annually), careful consideration would have to be given to the Town's operating budget as these would add significant costs. Similarly, if the Town no longer wanted to provide curbside loose-leaf collection, or wanted to expand the service, but no longer wanted to provide it with its internal forces, the Town could issue a Request for Proposal (RFP) and contract with a private waste management company to collect yard waste. However, as described in Section 3.0 of this report, Section 191(1) of the *Act* describes that the County is responsible for Waste Collection and any service level expansion would have to be approved.

4.3 Customer Service Charge

The Agreement outlines that the County will provide a \$2.50 per household customer service charge (fee) to the Town to cover Town administrative costs; namely record keeping, customer service and general overhead, specifically for Large Article items only. The fee is based on the annual returned roll household numbers as determined by the Municipal Property Assessment Corporation (MPAC) and adjusted annually based on 75% in the Consumer Price Index (CPI) for Ontario as published by Statistics Canada. Unfortunately, MPAC data for the Town is not publicly available. However, based on the 2016 Census⁷, there were seven thousand one hundred eighty-eight (7,188) private dwellings in the Town and, according to the Town's Community Profile⁸, seven thousand five hundred (7,500) households are forecasted for the year 2021.

Using the Town's household count forecast, the customer service charge (fee) equates to \$18,750. Based on the Town's 2020 Actual Budget (Appendix D), specifically line item

⁷ Statistics Canada, Census Profile, 2016 <https://www12.statcan.gc.ca/census-recensement/2016/dp-pd/prof/details/page.cfm?Lang=E&Geo1=POPC&Code1=0939&Geo2=PR&Code2=35&SearchText=Tillsonburg&SearchType=Begin&SearchPR=01&B1=All&GeoLevel=PR&GeoCode=0939&TABID=1&type=0>

⁸ Tillsonburg Community Profile https://www.tillsonburg.ca/en/do-business/resources/Documents/Economic-Development/A-Tillsonburg_Community_Profile-Quick_Facts17.pdf

Town of Tillsonburg

Solid Waste Management Service Delivery Review

January 2022

7010 General, the Town budgeted \$28,296 for general administration and overhead which is to covers all material types. As such, the customer service charge (fee) provided within the Agreement covers approximately 61% of the Town's costs for its overall waste management service delivery which appears to AET as reasonable. Regarding the "value for money" of the customer service charge (fee), this is somewhat subjective in that the Town's perspective may differ from that of the County's. Moreover, as outlined in the *Act*, Section 188 (1), the County, as the upper-tier municipality has the responsibility for Waste Collection. Even though the Town and County have entered into the Agreement, it did not have to contain the customer service charge (fee). The fact that it does implies negotiations were held and that a mutually acceptable decision was reached. The Agreement covers the period May 2020 through April 2024; at the very least, in the final year of the Agreement, the Town and County should discuss the terms of the Agreement and if so desired, modify the value of the customer service charge.

4.4 Transfer Station Construction & Demolition Operation

Early in the project, AET was advised by Town staff that the tip fee charge for C&D Materials was paused due to COVID-19 as the Transfer Station is a cash only facility. When fees were assessed, they were based on visual inspection, by Town Transfer Station staff, and only applied to loads judged to be greater than 136kg. While a means to recover operating costs, visual assessments are subjective and may, or may not, reflect actual delivery weights which may, or may not, appropriately recover the Town's reasonable costs. To address this, the Town should implement a policy to assess tipping fees based on vehicle type, similar to that used by Woodstock.

The Town's 2020 Transfer Station Annual Report describes two hundred ninety-six (296) loads (e.g., roll off bins) for C&D, Material, Large Articles, Glass, Porcelain and Asphalt Shingles were shipped from the site to the County's Waste Management Facility totaling eight hundred ninety six tonnes (896 tonnes). Unfortunately, the Report does not describe how many bins of each material type nor the respective tonnes for each. Unlike other material types (such as garbage or recyclable materials), C&D Materials are not collected curbside, in the County or elsewhere in the province. Meaning, this material type is normally managed at a drop off depot, such as the Town's Transfer Station.

As described in Section 2 of this report, the traffic queueing (length and time) at the area of the site was long following the COVID-19 social distancing policy. The layout of the Transfer Station for tipping (all material types, including C&D Materials) is well designed and very functional and, likely, if the COVID-19 policy were not in place, traffic

Town of Tillsonburg

Solid Waste Management Service Delivery Review

January 2022

queueing would not be a concern as a greater number of vehicles could tip at the same time. Even still, Transfer Station staff effectively managed the traffic volume and material streams.

However, as advised by the Town, and observed by AET, tip fees for C&D Material were not collected for any load delivered by residents. According to the Town's 2021 Approved Budget (Appendix D), \$58,200 was projected as revenue from this material stream and was not collected this year, negatively impacting the Town's budget. When the Town determines that it is appropriate, the tip fee requirement should be reinstated.

As described in Section 4.1 of this report, it is recommended that the Town modify its tipping fee policy to more closely align with that of Woodstock's where vehicles delivering materials for disposal are assessed a tipping fee based on vehicle type. In this way, the subjective determination by Town staff is removed and a consistent tipping policy is applied to all site users.

Furthermore, the Town, via its Mesh Operations Management system, records details of inbound traffic to the Transfer Station; this data, however, was not provided to AET, and as such, a financial analysis of revenue projections based on vehicle type could not be performed. It is reasonable, however, to assume that if all vehicles delivering "disposable items" were assessed a tip fee, the Transfer Station would operate at revenue neutral.

4.5 Transfer Station Film Plastic Operation

In May of 2020, the County began a new contract with a new Waste Collection provider for garbage and recycling curbside services throughout the County, including the Town. As part of this contract, plastic film (and expanded polystyrene) was removed from the acceptable list of materials in the curbside recycling program. To ensure these materials continue to be diverted from the waste stream, the Town's Transfer Station - along with the Woodstock's EnviroDepot, the Beachville Fire Hall, and County's Waste Management Facility – accept these free of charge via personal drop off.



Figure 11 – Drop off bin for Film Plastic Pilot Program

This service is a “Pilot Program” to determine how much can be diverted. At this time, the quantity of material collected, and program costs (from all receiving facilities and municipal entities), has not been reported on or made publicly available. As such, the effectiveness of the film plastic recycling depot at the Transfer Station cannot, at this time, be comprehensively assessed.

5.0 Current & Future Trends

There are several issues that are affecting the Town’s Transfer Station operations that need to be considered, and as and when appropriate, addressed. These include:

- Provincial and local COVID-19 management protocols.
- Fiscal and Operational Management (within and outside of the Agreement).
- Provincial and local waste diversion mandates.

Throughout this report, the Town’s Transfer Station operation has been described and, in general, it appears to be well managed, operationally, and financially. The pressing item of note is ensuring the health and safety of the public when accessing the facility and when provincial and local protocols are lifted, pre-COVID-19 operating procedures can be put back into place. In doing so, this will likely reduce onsite, and on Newell Road, traffic queueing and, through the collection of tipping fees, recover the cost of material management.

Town of Tillsonburg

Solid Waste Management Service Delivery Review

January 2022

Similarly, providing access and services to the public, both Town and County, to divert as much material as possible should be considered a priority. Currently, only Town residents are permitted to drop off plastic film, expanded polystyrene, cardboard, and textiles at the Transfer Station as these bins are located within the secondary perimeter fence. Looking forward, the Town could consider relocating these bins on the property and permit all County resident's access to them as it is currently permitted for yard waste Monday through Saturday. Based on AET's observations of the site, there appears to be available land (currently grass) between the yard waste and large article drop-off areas that could be paved, and these respective diversion bins relocated. Refer to the Figure below for the possible location, as well as Figure 2 which depicts the current location for recycling bins.

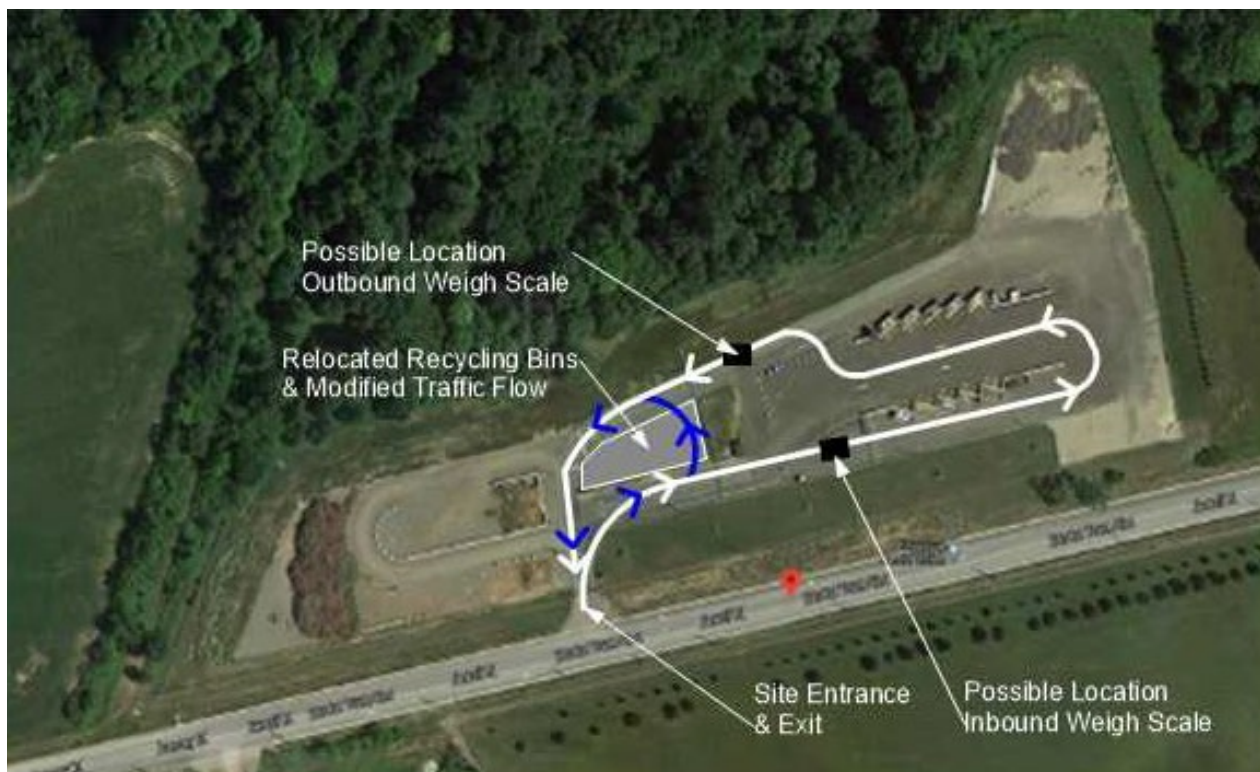


Figure 12 – New Recycling Bin Drop-off Area

Relocating the recycling bins to this area would require the grass to be removed and paved with concrete. As well, the traffic flow pattern (blue) would change where residents delivering only recyclables would not have to be greeted by Site staff nor cross the weigh scale (if installed). Preliminary budget costs for modifying the land, providing additional onsite signage, and updating promotion and educational materials is \$61,000.

Town of Tillsonburg

Solid Waste Management Service Delivery Review

January 2022

It is noted that the Agreement between the Town and County does not address “free” or divertible items, such as plastic film, expanded polystyrene, cardboard, and textiles either from a financial or operating cost perspective. If these bins were relocated on the property and admittance permitted for all County residents to access, the Town should consider engaging with the County to amend the Agreement, either mid-contract or in 2024 prior to its expiry.

6.0 Curbside Leaf and Yard Waste Possibilities

The Town currently provides year-round Transfer Station access to residents for the drop-off of leaf and yard waste and a once annual loose leaf curbside collection program. These services effectively serve to divert valuable resources from landfill and positively contribute to the County’s overall diversion rate.

As described in this report, the Town and County share the cost of yard waste operation at the Town’s Transfer Station and the Town fully funds the curbside service for loose leaf collection. By eliminating the Town’s service, it could reduce its operating and capital costs; however, this could possibly be viewed negatively by the public (e.g., as a service level reduction) and, if Town residents elect not to use the free service at the Transfer Station, it could possibly negatively impact the County’s overall diversion rate.

As the County – having the overall responsibility for Waste Collection, per the *Act* – does not have within its current curbside collection program, a provision for curbside yard waste collection, eliminating the Town’s current service and adding it to a County service, is not an option (at this time). If it were, the Town could reduce its capital and operating costs by reallocating resources (both human and financial) to other issues. To be clear, the Town’s options related to curbside leaf and yard waste include:

1. Maintain the status quo.
2. Expand the current loose-leaf collection to more days / weeks per year.
3. Expand the service to include leaf and yard waste similar to that of Woodstock’s.
4. Explore with the County if this service could be added to the County’s contract.

Maintaining the status quo neither increases, or decreases, the services provided, or the costs, for this material type. Unless there is a desire by Town, Town residents, or the County, to expand the current offering, this should be maintained.

Town of Tillsonburg

Solid Waste Management Service Delivery Review

January 2022

Expanding the current once annual loose leaf collection program to add more collection dates could possibly be well received by residents, if the volume or quantity justified the increase. Further investigation into this option would need to be explored, either via public surveys or analysis of generation rates and Town budget pressures.

Woodstock offers eight (8) weeks of leaf and yard waste collection and another week for Holiday tree collection in January; this is in addition to residents having year-round access to their depot (which is free of charge to dispose of material). As the Town currently does not provide this level of service, and per the *Act*, if expanded yard waste collection is desired, and if the Town desires to provide this service with its own internal resources, the process outlined in Section 3.0 of this report should be followed.

Meaning, and if approved, the Town's budget for leaf and yard waste collection, inclusive of possible vehicle collection, vehicle maintenance, and staff resources would need to be updated accordingly.

The County is the administrator for curbside garbage and recycling collection for all County residents, including Town residents; the County's contract does not include any leaf and yard waste collection. AET was not provided, nor requested by the Town to review, the County's curbside collection contract. However, AET has extensive experience in assisting municipalities with procuring waste management services and it is likely that the County's contract contains, or provides provisions for, service level changes mid-contract through a change management process. If the Town wanted to expand curbside collection (within the Town only) and if the Town wanted to reduce its capital expenditure and resource allocation to the loose-leaf collection program, discussion with the County could be held to assess the possibility of amending the County's contract to add this service. If so done, and if so approved, it would likely come at a cost to the Town. It is unlikely that the County would pay for this service; rather the Town would be required to, and it is possible that this cost may, or may not, be comparable to the Town's current costs for loose leaf collection. AET has not evaluated the potential cost for adding leaf and yard waste to the County's curbside collection contract as this was not within the project's scope.

Town of Tillsonburg

Solid Waste Management Service Delivery Review

January 2022

It is recommended that the Town:

1. Maintain the status quo.
2. Conduct further analysis as to whether residents desire, and the Town can allocate sufficient human and financial resources, to offering additional week(s) of loose-leaf curbside collection.
3. Engage with the County to determine if curbside leaf and yard waste collection can be added to the County's current, or next, curbside collection contract.

7.0 Strategic Recommendations

The following bullet list are key recommendations to ensure the Town's waste management system operates as efficiently as possible and should be implemented as soon as reasonably possible.

- Re-impose the tipping fee for Construction & Demolition waste.
- Consider imposing a tipping fee for all items requiring disposal to recover costs.
- Consider imposing a tipping fee for all vehicles delivering disposal items based on vehicle type (e.g., similar to Woodstock).
- Install a Point-of-Sale system to facilitate non-cash transactions.
- For curbside loose leaf collection, maintain the status quo but if politically acceptable, eliminate the service given that residents have free year-round access to the transfer station and the County does not reimburse the Town for this service.

It is difficult to prepare a preliminary budget for the recommendations as the Town's operational data (e.g., number of vehicles processed at the Transfer Station, how many paid tipping fees, etc.) for the past year was not made available to AET. However, based on the Town's 2020 Budget, and the scope of work for this project only (e.g., not taking into account other Town costs), the following financial assessment can be made.

Town of Tillsonburg

Solid Waste Management Service Delivery Review

January 2022

Table 1: 2020 Program Budget

| 2020 Budget Item | Town Cost | County Reimbursement | Net Town Expense |
|---------------------|------------------|----------------------|------------------|
| Overhead | \$28,296 | \$18,750 | \$9,546 |
| Curbside Loose Leaf | \$89,310 | | \$89,310 |
| Large Articles | \$184,171 | \$68,672 | \$115,466 |
| Yard Waste Depot | \$36,958 | \$42,273 | (\$5,315) |
| Tipping Fee Revenue | (\$0) | NA | (\$0) |
| Sum | \$338,735 | \$129,695 | \$209,007 |

Table 2: 2020 Program Budget – If the above key recommendations were implemented

| 2020 Budget Item | Town Cost | County Reimbursement | Net Town Expense |
|--|-------------------------|----------------------|------------------|
| Overhead | \$28,296 | \$18,750 | \$9,546 |
| Curbside Loose Leaf | \$0 | | \$0 |
| Weigh Scales & Software | \$275,000 | | \$275,000 |
| Concrete Pad for new Recycling Area, Signs & Educational Materials | \$61,000 | | \$61,000 |
| 14 Light Poles | \$58,520 | | \$58,520 |
| Large Articles | \$184,171 | \$68,672 | \$115,499 |
| Yard Waste Depot | \$36,958 | \$42,273 | (\$5,315) |
| Tipping Fee Revenue | | | |
| - C&D Materials | (\$58,200) | NA | (\$80,600) |
| - Large Articles | (\$22,400) ⁹ | | |
| Sum | \$563,345 | \$129,695 | \$433,650 |

⁹ 896 tonnes of Large Articles multiplied by \$25 charge

Town of Tillsonburg

Solid Waste Management Service Delivery Review

January 2022

Based on our review, the following table and text are a listing of specific and actionable recommendations the Town should consider for an efficient and cost-effective solid waste management system. These are not listed in order of priority, as prioritization is at the Town's discretion.

Table 3: Proposed Implementation Timeline

| Item | Recommendations | Implementation | Budget Cost |
|------|---|------------------|---|
| 1 | Install new cameras for Transfer Station security | Q2 2022 | \$2,000 |
| 2 | Yard Waste drop-off pilot study to assess Town versus County resident site usage to Assess the "value for money" received by the town per the Agreement's | Q2 to Q4 2022 | Staff time (at current rates) over a few weeks |
| 3 | When internally determined appropriate, permit more vehicles to tip per time in the Large Article area | When appropriate | Not Applicable |
| 4 | Financial analysis, internal and relative to the Agreement, to determine if opening the Large Item Depot on a second operating day (each week) is appropriate | 2022 | Staff time (at current rates) over a few weeks |
| 5 | Reinstate the tipping fee for C&D Materials | Q2 2022 | Not Applicable |
| 6 | Procure, and install, a debit / credit machine (e.g., Point-Of-Sale system) at the Transfer Station to facilitate tipping fee transactions | Q2 2022 | Year 1: \$2,200 Years+: \$1,200 |
| 7 | Implement a tipping fee for all loads consisting of primarily disposable items (e.g., Household material, construction & demolition material) | Q2 2022 | Not Applicable |
| 8 | Procure the services of a contractor to install sufficient onsite lighting (and once done, modify the Transfer Station hours to be uniform all year and communicate the change to the public) | Q2 2022 | Public Procurement; planning level budget \$58,520 |
| 9 | Discuss with the County if the recyclable bins can be accessed by all County residents and if so, procure the services of a contractor, to create an accessible tipping area | 2023 | Public Procurement planning level budget \$61,000 |
| 10 | Procure and install weigh scales and weigh scale software program (if internally determined appropriate) | 2022 / 2023 | Public Procurement; planning level budget \$275,000 |

Town of Tillsonburg

Solid Waste Management Service Delivery Review

January 2022

The above budget costs are planning level estimate only. The Town should vet these based on its internal procurement processes and cost structures, and where appropriate, undertake a public procurement process to obtain market cost. Regarding item 9 the Town should first engage with the County to determine if it is reasonable to permit County residents to access the recycling bins (Monday to Friday) and if so, discuss the level of compensation and/or modifications to the Agreement.

Transfer Station: Security

There are two (2) cameras currently on the site mounted on a single pole where one is directed at the front gate and the other is directed at the yard waste pile. As described below (Other Recyclable, Tipping), if the Town were to relocate those bins and provide Monday through Saturday access to all site users, an additional camera could be mounted on the pole and directed at this tipping area. The cost for purchase of a new camera, and any additional network cabling (as applicable), and the procurement process thereto, should follow Town specific purchasing processes. If the purchase cost, and installation, can be added to any other future Town procurement, this should be pursued. From a planning perspective, a budget of approximately \$2,000 could be appropriate.

Transfer Station: Yard Waste Area

Conduct a pilot study, with the use of full time, temporary or student staff, to determine how much leaf and yard waste is delivered to the Transfer Station by County and Town residents. This study should be performed regularly throughout 2022 each day the yard waste area is open (e.g., Monday through Saturday) and could either qualify, or quantify, the volume of material to assess whether the per tonne fees payable by the County to the Town align with operational conditions.

Per Schedule "B" of the Agreement, the County will reimburse the Town \$15.88 per tonne (subject to CPI adjustment) for yard waste delivered to the Transfer Station. Depending on Town resident usage, versus non-Town resident usage, the Agreement's Fee Payable to the Town may, or may not, require updating.

Town of Tillsonburg

Solid Waste Management Service Delivery Review

January 2022

Transfer Station: Large Article / Recycling Area

1. Tipping

In response to the province's, and Town's, COVID-19 policies, tipping activities have been restricted to four (4) vehicles at a time to allow for adequate social distancing. Based on the site's layout, specifically the distance between roll off bins, an opportunity exists to amend the Town's tipping policy to increase the number of vehicles permitted to tip at a time and if implemented, would reduce onsite traffic queueing distance, on-road (Newell Road) traffic queueing distance, and overall time residents wait in the queue. Further, once the province, or Town, lifts the social distancing requirement, the current vehicle tipping limitation should be lifted.

As well, the Town could consider opening the Transfer Station on a second day during the week to alleviate the traffic congestion on Saturday's. Consideration would need to be given to the operating costs required for a second day of operation and ensuring that the Town has sufficient staff available.

2. Tipping Fees, Construction & Demolition Materials

The Town should reimpose the tipping fee for C&D materials to ensure costs of the Transfer Station operation, or a portion thereof, are covered. Additionally, the Town should consider installing a debit / credit machine to facilitate payment of tipping fees. This could be in combination with, or a replacement of, cash payments. In this way, the Town would benefit from a lower security risk (e.g., from the possibly of theft) and minimize the manual process required to deposit funds at the Town's financial institution. As the Town already has a communications line installed at the Transfer Station (e.g., for the security cameras video feed back to the Town's office), tapping into this line to add this payment processing functionality would be straight forward and could be performed by a Town contracted service provider.

From a planning level perspective, budget for a Point-Of-Sale (POS) system to facilitate tipping fee transactions could be approximated at \$1,000 (capital) and depending on the software required, approximately \$100 per month for operating. These values assume that the Town will not install a weigh scale (or weigh scale operating program) and that the transactions could interface directly with the Town's financial management system and the currently used Mesh Operations Management system.

Town of Tillsonburg

Solid Waste Management Service Delivery Review

January 2022

3. Tipping Fees, Large Articles Materials

To offset Transfer Station costs, tipping fees for large articles should be considered, either based on vehicle type, or a flat fee, for all site users comparable to that which is charged by Woodstock; installing a weigh scale at the Town's Transfer Station, like which is at the County's Waste Management Facility, is not recommended.

Currently, these items are free for Town residents to dispose of and the cost for site staff, roll off bin rental, and roll off bin shipment to the County's Waste Management Facility (plus site capital costs) are not recouped resulting in a budget deficit that could be recouped.

4. Other Recyclables, Tipping

Materials such as plastic film, expanded polystyrene, cardboard, and textiles are only permitted to be delivered by Town residents and the bins for these items are contained within the secondary perimeter fence on the property. Consideration should be given to paving the "grassed" area between the entrance gate and the large article area and these bins moved to this new location allowing all County residents access.

The Town should engage in discussions with the County to allow all County residents to tip recyclable materials, this discussion should include all aspects such as funding allocation, approvals, and shared capital costs for the development. If the County were interested, the capital cost to modify the site conditions would need to be evaluated and procured (which was not part of this strategic review).

Curbside Collection: Large Articles

Woodstock and the County offer a once annual curbside collection service; the Town does not provide this service, rather residents deliver these items to the Transfer Station. The Town could consider offering a curbside collection service but should first consult with the County and follow the requirements of the *Act* to determine if a program could be implemented, and if so, what cost sharing model might be available. If a cost sharing Agreement cannot be made, curbside collection of large articles is not recommended. Moreover, to determine if Town residents desire this curbside service, the Town should initiate a public survey to gauge interest and from that, determine if the capital and operating costs are justifiable within the Town's budget.

Town of Tillsonburg

Solid Waste Management Service Delivery Review

January 2022

Curbside Collection: Leaf and Yard Waste

Expanding the Town's current once annual loose-leaf collection, if provided via Town resources, should be discussed with the County, as Waste Collection is their responsibility under the *Act*. If expanding services is desirable by both the Town and County, either the County could amend its curbside collection contract to include leaf and yard waste in the Town, or the Town could pursue its own contract (if so, delegated by the County). That said, because Town residents have free year-round access to the Town's Transfer Station, eliminating the once annual curbside loose leaf collection program would provide a significant cost savings to the Town. If the County is not receptive to expanding its curbside collection service contract to include yard waste collection or is not receptive to amending the Agreement to cover the Town's cost for providing the annual loose leaf collection, the Town should consider eliminate the service. That said, and before taking any action, the Town should initiate a survey to gauge the public's interest in maintaining, or eliminating, or expanding the curbside yard waste service.

Appendix A
Municipal Act Summary Table



Appendix A – Municipal Act Summary Table

| Item | Sphere of Jurisdiction | Part of Sphere Assigned | Upper-tier Municipality (ies) to which Part of Sphere Assigned | Exclusive or Non-Exclusive Assignment |
|------|---|---|--|---------------------------------------|
| 1. | Highways, including parking and traffic on highways | Whole sphere | All upper-tier municipalities | Non-exclusive |
| 2a. | Transportation systems, other than highways | Airports | All upper-tier municipalities | Non-exclusive |
| 2b. | Transportation systems, other than highways | Ferries | All upper-tier municipalities | Non-exclusive |
| 2c. | Transportation systems, other than highways | Disabled passenger transportation systems | Peel, Halton | Non-exclusive |
| 2d. | Transportation systems, other than highways | Whole sphere, except airports and ferries | Waterloo, York | Exclusive |
| 3. | Waste management | Whole sphere, except waste collection | Durham, Halton, Lambton, Oxford, Peel, Waterloo, York | Exclusive |
| 4a. | Public utilities | Sewage treatment | All counties, Niagara, Waterloo, York | Non-exclusive |
| 4b. | Public utilities | Sewage treatment | Durham, Halton, Muskoka, Oxford, Peel | Exclusive |
| 4c. | Public utilities | Collection of sanitary sewage | All counties, Niagara, Waterloo, York | Non-exclusive |
| 4d. | Public utilities | Collection of sanitary sewage | Durham, Halton, Muskoka, Oxford, Peel | Exclusive |

Town of Tillsonburg
Solid Waste Management Service Delivery Review
November 2021

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|------|---|--|---|---------------|
| 4e. | Public utilities | Collection of storm water and other drainage from land | All upper-tier municipalities | Non-exclusive |
| 4f. | Public utilities | Water production, treatment and storage | All upper-tier municipalities except counties | Exclusive |
| 4g. | Public utilities | Water distribution | Niagara, Waterloo, York | Non-exclusive |
| 4h. | Public utilities | Water distribution | Oxford, Durham, Halton, Muskoka, Peel | Exclusive |
| 5. | Culture, parks, recreation and heritage | Whole sphere | All upper-tier municipalities | Non-exclusive |
| 6. | Drainage and flood control, except storm sewers | Whole sphere | All upper-tier municipalities | Non-exclusive |
| 7. | Structures, including fences and signs | Whole sphere, except fences and signs | Oxford | Non-exclusive |
| 8. | Parking, except on highways | Municipal parking lots and structures | All upper-tier municipalities | Non-exclusive |
| 9. | Animals | None | None | Not assigned |
| 10a. | Economic development services | Promotion of the municipality for any purpose by the collection and dissemination of information | Durham | Exclusive |

Town of Tillsonburg
Solid Waste Management Service Delivery Review
November 2021

| | | | | |
|------|-------------------------------|---|--|---------------|
| 10b. | Economic development services | Promotion of the municipality for any purpose by the collection and dissemination of information | All counties, Halton, Muskoka, Niagara, Oxford, Peel, Waterloo, York | Non-exclusive |
| 10c. | Economic development services | Acquisition, development and disposal of sites for industrial, commercial and institutional uses | Durham | Exclusive |
| 10d. | Economic development services | Acquisition, development and disposal of sites for industrial, commercial and institutional uses | Halton, Lambton, Oxford, Waterloo | Non-exclusive |
| 11a. | Business licensing | Owners and drivers of taxicabs, tow trucks, buses and vehicles (other than motor vehicles) used for hire Taxicab brokers Salvage business Second-hand goods business | Niagara, Waterloo | Exclusive |

Town of Tillsonburg
Solid Waste Management Service Delivery Review
November 2021

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|------|--------------------|--------------------------------------|------|---------------|
| 11b. | Business licensing | Drainage business, plumbing business | York | Exclusive |
| 11c. | Business licensing | Lodging houses, septic tank business | York | Non-exclusive |

2006, c. 32, Sched. A, s. 8; 2015, c. 27, Sched. 5, s. 4 (1); 2017, c. 20, Sched. 11, [s. 26](#).

Appendix B
County Summary of Municipal Waste
Collection Authority



Summary of Municipal Waste Collection Authority

Overview

- The matter of jurisdictional authority pertaining municipal waste management within Oxford County has been historically studied in detail dating back to 1996. Differing opinions continue to exist pertaining to upper versus lower municipality tier spheres of jurisdiction and authority over waste collection specifically, based on various interpretations of previous County By-laws and the *Municipal Act, 2001* which formally establishes the legislation framework currently in force.

Key points

- Through By-Law No. 3604-96, Oxford County assumed powers in 1996 for the “3 R” programs (reduction of waste at source; recycling of waste materials; re-use of materials that would otherwise be wasted) and related activities of a waste management system. However, some legal opinions challenged the scope of this By-Law and concluded it does not assign jurisdictional authority to the County for services related to waste collection.
- In 2000, service delivery reviews for various services, including waste collection, were undertaken by Watson & Associates (Phase 1). KPMG was subsequently retained in 2000 to undertake further service review (Phase II). As documented in the Oxford County Restructuring Study Report – Phase II (2000), KPMG led Area Municipality and Oxford County Councils through a triple majority process involving various areas of servicing restructuring, including the recommended transfer of waste collection powers from the Area Municipalities to Oxford County.
- The recommendation to transfer waste collection powers to Oxford County (along with most other recommendations as noted in the 2000 KPMG Report) successfully achieved “Triple Support” and was adopted by Oxford County Council on October 25, 2000 (refer to Resolution No. 16). This County resolution was sent to the Minister of Municipal Affairs and Housing (MMAH) on November 7, 2000 (along with the 2000 KPMG Report) to approve the restructuring plan. MMAH responded in April 2001 and did not believe any additional legislation was required to implement the County’s restructuring initiative.
- Based on KPMG’s Oxford County Restructuring Study Report – Phase II (2000) and MMAH’s subsequent review, Oxford County Council authorized that the County will assume responsibility for the waste management activities presently performed by the local municipalities, via approval of Report No. D-5 2001-81 (August 8, 2001). An annual confirming By-Law for all County Council resolutions passed during 2001 ensued, including Resolution No. 28 from the August 8, 2001 meeting “That the recommendations contained in Report No. D-5 2001-81, titled “Waste Management Transfer from Local Municipalities to County of Oxford” be adopted.
- Accordingly, the above noted confirming By-Law was in force prior to the effective date (January 1, 2003) of the *Municipal Act, 2001* and serves to afford the County with powers related to waste collection.
- In addition, by successfully achieving a “triple majority” in 2000, the County exercised the provision under s. 189(2) of the *Municipal Act, 2001* to effectively transfer “all powers” of waste management services, including waste collection, to Oxford County.

Background

Regional Municipalities Act, 1990

- S. 126(7) of the *County of Oxford Act, 1990*, c. C.42 stipulates that sections 149 to 150 of the *Regional Municipalities Act, 1990* c. R.8 (the said *Act*) apply to the County. Notably, s. 150 of the said *Act* authorized Oxford County to assume powers for the “3 R” programs (reduction of waste at source; recycling of waste materials; re-use of materials that would otherwise be wasted) and related activities of a waste management system.
- Accordingly, Oxford County passed By-Law No. 3604-96 which permitted the County to undertake “waste reduction powers” and to provide for agreements with the Area Municipalities for the continuing operation of waste collection programs.
- Since 1990, various legal interpretations (Nesbitt Coulter, 2006; Cohen Highley, 2007) have been undertaken which suggest that this By-Law does not fully authorize County to undertake all waste management activities and specifically excluded authority over waste collection. Such legal interpretations therefore concluded that By-Law No. 3604-96 does not assign jurisdictional authority to the County for waste collection services.

Municipal Act, 2001

- The *Municipal Act, 2001* served to repeal the said *Act*, with an effective date of January 1, 2003. Under s. 11(2) of the *Municipal Act, 2001*, the waste management sphere of jurisdiction is assigned exclusively to Oxford County except for waste collection.
- There were a number of transitional provisions setting specific deadlines for Oxford County to deal with By-Laws (such as By-Law No. 3604-96) as they existed under the former said *Act*.
- While subject to interpretation, jurisdictional authority for waste collection under the *Municipal Act, 2001* was seemingly assigned to lower tier municipalities unless a by-law existed prior to December 31, 2002 and was passed under s. 150 of the said *Act* which alternatively afforded the upper tier municipality jurisdictional authority for waste collection.
- Following service delivery review in 2000 (noted below), the County exercised the provision under s. 189(2) of the *Municipal Act, 2001* to successfully achieve a “triple majority” in 2000 which served to transfer “all powers” of waste management services, including waste collection, to Oxford County.
- Oxford County Council subsequently authorized that the County will assume responsibility for the waste management activities previously performed by the local municipalities, via approval of Report No. D-5 2001-81 (August 8, 2001). An annual confirming By-Law for all County Council resolutions passed during 2001 ensued, including Resolution No. 28 from the August 8, 2001 meeting “That the recommendations contained in Report No. D-5 2001-81, titled “Waste Management Transfer from Local Municipalities to County of Oxford” be adopted.
- Accordingly, the above noted confirming By-Law was in force prior to the effective date (January 1, 2003) of the *Municipal Act, 2001* and serves to afford the County with powers related to waste collection.

Service Review and Oxford County Restructuring

- A number of municipal governance and restructuring reviews have occurred over the last 25 years, dating back to the *Savings and Restructuring Act, 1996*.
- In 2000, service delivery reviews for various services, including waste collection, were undertaken by Watson & Associates (Phase 1). KPMG was subsequently retained in 2000 to undertake further service review (Phase 2). As documented in the Oxford County Restructuring Study Report – Phase II (2000), KPMG led Area Municipality and Oxford County Councils through a triple majority process involving various areas of servicing restructuring, including the recommended transfer of waste collection powers from the Area Municipalities to Oxford County.

- Through successful “triple majority” achievement in 2000, the recommended transfer of waste collection powers to Oxford County (along with other recommendations as noted in the 2000 KPMG Report) was adopted by Oxford County Council on October 25, 2000 and the County resolution was sent to the Minister of Municipal Affairs and Housing (MMAH) on November 7, 2000 (along with the 2000 KPMG Phase II Report) to approve the restructuring plan. MMAH responded in April 2001 and did not believe any additional legislation was required to implement the County’s restructuring initiative.
- Based on KPMG’s Oxford County Restructuring Study Report – Phase II (2000) and MMAH’s subsequent review, Oxford County Council subsequently authorized the County to assume responsibility for the waste management activities previously performed by the Area Municipalities effective January 1, 2002. Accordingly, the County then proceeded to take over contract obligations for waste collection in Area Municipalities, negotiate contracts for curbside collection (assumption of existing contracts) and to negotiate contracted service agreements with Woodstock and SWOX to perform curbside collection with their own forces (refer to County By-Laws No. 4159-2001, 4174-2002, 4199-2002, 4260-2003) on behalf of the County.

Attachments:

Oxford County By-Law No. 3604-96

Oxford County Restructuring Report – Phase 1 (Watson & Associates, 2000)

Oxford County Restructuring Report – Phase 2 (KPMG, 2000) and Oxford County Council Supporting Resolution No. 16 (October 25, 2000 Council Meeting)

MMAH Response Letter (April 2001)

Oxford County Council Report No. D-5 2001-81 (August, 8, 2001 Council Meeting) and Supporting Resolution No. 28

Oxford County By-Law No. 4159-2001

Oxford County By-Law No. 4174-2002

Oxford County By-Law No. 4199-2002

Oxford County By-Law No. 4260-2003

Prepared by: David Simpson, P.Eng., PMP

Date: August, 2021

Appendix C
Town and County Waste Management Agreement



THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW 2021-002

A BY-LAW to authorize a waste management agreement with the County of Oxford.

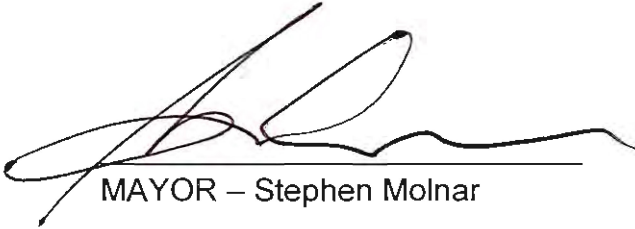
WHEREAS the Town of Tillsonburg is desirous of entering into a waste management agreement with the County of Oxford;

BE IT THEREFORE ENACTED by the Council of the Corporation of the Town of Tillsonburg as follows:


1. THAT the waste management agreement attached hereto as Schedule A forms part of this By-Law;
2. THAT By-Law 3319 is hereby repealed in its entirety;
3. THAT this By-law shall come into full force and effect upon passing.

READ A FIRST AND SECOND TIME THIS 11th day of JANUARY, 2021.

READ A THIRD AND FINAL TIME AND PASSED THIS 11th day of JANUARY, 2021.



MAYOR – Stephen Molnar



TOWN CLERK – Michelle Smibert

This Agreement entered into as of this ____ day of _____, 2020 by and between

The Corporation of the Town of Tillsonburg

(hereinafter called "Town")

-and-

County of Oxford

(hereinafter called "County")

WASTE MANAGEMENT AGREEMENT

Whereas Section 75 (1) of the Municipal Act, 2001 chap. 25, provides that the County may designate any of its waste management services or facilities for the management of waste or any class of waste to the Town, for which it has the power to provide the service or facility;

And whereas the Town and the County wish to enter into an agreement where the Town provides for large article items and yard waste/compost program on behalf of the County;

And whereas the parties agree that the intent of this agreement is to provide high quality waste management in a sustainable and cost effective manner for properties serviced by the Town on behalf of the County;

And whereas the parties intend to consult with each other about policy changes and to the degree appropriate, consider the implications, financial and other, for the communities;

Now therefore this Agreement witnesses that in consideration of the mutual contents contained herein, the Parties hereto covenant and agree as follows:

1.0 GENERAL CONDITIONS

1.1 Term

The term of the contract shall, commence May 1, 2020 and shall be revised upon final termination of the County's contract with an external waste management service provider serving all area municipalities with the exception of the Township of South-West Oxford and the City of Woodstock.

1.2 Changes to the Agreement

The parties agree that any changes to the terms of this agreement, must be made in writing and approved by each municipality's Chief Administrative Officer or Designate.

2.0 AGREEMENT

2.1 Payment

In accordance with paragraph 2.5, the County shall pay one half of the annual fees for service on a semi-annual basis as determined in section 2.5 of this agreement. For the purposes of this section, semi-annual shall mean April 1 and October 1. The Town will complete a final reconciliation, and where fees for services set out in this agreement are less than calculated in paragraph 2.5, refund of fees shall be paid by February 28th of the following year.

2.2 Grants

Town and the County staff will work together to maximize grants and subsidies from Stewardship Ontario and/or any other agency that may from time to time support waste and recycling collection, transfer or diversion programs. Both parties will track appropriate metrics and costs required to maximize funding, and report in the required format to meet reporting deadlines.

2.3 Meetings

Town and the County staff will meet at least annually to ensure quality and a consistent level of service is provided to the waste management users and on any interim basis if deemed necessary by either party.

2.4 Household

For the purposes of this agreement, household count shall be based on the annual returned roll household numbers as determined by the Municipal Property Assessment Corporation.

2.5 Services covered under the Agreement

Fees for services set out in this Agreement shall not exceed the total cost per household under the County's current contract with an external waste management service provider.

The contract per household fees are set out in Schedule "A", attached hereto and forming part of this Agreement. This schedule shall be amended annually to reflect the County's approved budget which includes CPI increases calculated in accordance with the County's contract for waste management services with an external waste management service provider (75% of the increase set out in the Consumer Price Index for Ontario as published for the previous 12-month period by Statistics Canada) and household figures as determined in paragraph 2.4.

A customer service charge of \$2.50 per household, shall be paid by the County to cover expenses related to record keeping, customer service, general overhead and other such administrative costs for services referred to in this agreement. For the purposes of determining the annual customer service charge, household figures as set out in paragraph 2.4 will apply.

2.5.1 Special Collection/Depots

- **Large Article**

Large article items consist of the collection, either curbside or costs to operate a depot of large items and transportation to Salford Waste Management Facility. The items collected shall be consistent with those guidelines set out by the County. The Town will be responsible for paying the County tipping fees as they relate to the large item curbside pickup and/or depot collection..

The County will pay the Town of Tillsonburg \$16,400 to reimburse the Town for the cost of the tipping fees paid by the Town as per 2020 budget, and as set out in Schedule 'C'. This fee will be indexed to the County's Fees and Charges By-Law Landfill Tipping Fees

2.5.2 Yard waste/compost program

The Town shall supply all labour, materials and equipment to operate a yard waste depot to permit drop off of leaves, lawn and garden waste and brush and to develop a yard waste compost site subject to the requirements of the Ministry of the Environment and Climate Change. The contract price per tonne are set out in Schedule "B", attached hereto forming part of this Agreement. This schedule shall be amended annually to reflect CPI increases calculated in accordance with the County's contract for waste management services with an external waste management service provider (75% of the increase set out in the Consumer Price Index for Ontario as published for the previous 12-month period by Statistics Canada)

The County is responsible for transportation costs.

2.6 New Initiatives

Permit the inclusion of the cost in the County's overall waste management budget funding of new programs that will significantly advance reduction, diversion and recycling goals of the County. Approval of such new initiatives are subject to the approval of County Council and developed in collaboration with the Area Municipalities.

2.7 County Bag Tags

2.7.1 The Town shall require that all waste collected has affixed County Bag(s) as per County policy.

2.7.2 The Town shall act as a sales outlet for County Bag Tags.

3.0 INDEMNITY AND INSURANCE

3.1 The Town shall, at all times, indemnify and save harmless the County and its officers, directors, agents and employees from and against all claims, damages, losses and expenses, including, but not limited to attorneys' fees, court and arbitration costs, or other proceedings made, sustained, brought or prosecuted that are based upon, or attributable in any way to the negligent acts, errors or omissions of the Town in connection with Services performed, purportedly performed or required to be performed by the County under this Agreement.

4.0 DISPUTE RESOLUTION

4.1 The County and the Town will attempt in good faith to resolve any dispute arising in connection with this Agreement informally according to the following procedure:

4.1.1 Upon written request of a party identifying a dispute to be resolved, the representatives, or their designate(s) as listed in paragraph 6.0 below, will meet within fifteen days after the request is received from the requesting party. At this meeting, the designated representatives will identify the scope of the dispute and the information needed to discuss and attempt to resolve the dispute. These management representatives will then gather relevant information regarding the dispute and will meet again to discuss the issues and negotiate in good faith to resolve the dispute. Such second meeting will occur within fifteen (15) days of the first meeting.

4.1.2 If a dispute is not resolved by the methods indicated above, the parties may, upon mutual agreement, appoint a committee designed to assist the municipalities in reaching an agreement on the issue in dispute. Failing resolution, the parties may seek involvement of senior representatives (Chief Administrative Officer's) for both municipalities and at which time the senior representatives will determine if involvement of respective municipal councils is required.

5.0 GENERAL

5.1 The Town will comply with all federal, provincial and municipal laws while performing the Services hereunder, including but not limited to the Human Rights Code, R.S.O. 1990, Chapter H. 19, as amended.

5.2 This Agreement constitutes the entire agreement between the County and the Town. There are no other agreements, understandings, representations of warranties, either collateral, oral or otherwise.

5.3 The County and the Town acknowledge that, in the event that Federal and/or Provincial legislation or regulation is enacted that imposes change to the County's waste management program, including recycling services, as set out herein, the terms and conditions of this Agreement shall be amended to ensure compliance with such legislation.

5.4 Force Majeure

In the event that either Party shall be unable to fulfil, or shall be delayed, or shall be prevented from the fulfilment of, its obligations under this Agreement by reason of an Event of Force Majeure or other reasons of like nature beyond the reasonable control of the Party delayed or prevented from fulfilling any obligation, hereunder, save and except for any delay or prevention from such fulfilment caused by a lack of funds or other financial reasons, strikes or other concerted acts by workers, delay or other failure arising out of the nature of the work to be done, or from the normal action of the elements or from any normal difficulties that may be encountered in the performance of the work, having regard to the nature thereof shall in no event be deemed to be a cause beyond a Party's control.

An "Event of Force Majeure" means an event beyond the control of a Party hereto that prevents the Party from complying with its obligations under this Agreement, including but not limited to:

- a. acts of God such as, but not limited to, explosions, drought, pandemics, and tidal waves that are not considered a normal action of the elements;
- b. war, hostilities (whether declared or not), invasion, acts of foreign enemies, mobilization or embargo;
- c. mobilization, insurrection or military use of power, or civil war;
- d. riot, commotion, or other unexpected and unforeseen disorder resulting in a substantial impact in the Party's ability to perform its obligations under this Agreement;
or
- e. acts or threats of terrorism.

In the event that the performance of the terms and conditions of this Agreement, in the reasonable opinion of either Party, is made impossible by an Event of Force Majeure, then either Party shall notify the other in writing and the County shall either; terminate the Agreement forthwith and without any further payments being made; or authorize the Town/Township to continue the performance of the Contract with such adjustments as required by the existence of the Event of Force Majeure and as agreed upon by both Parties.

In the event of a strike or lockout which shall not constitute an Event of Force Majeure, the Town/Township is responsible to maintain all services provided under this Agreement, to whatever reasonable degree possible and, if necessary, in co-operation with the County.

Within thirty (30) days of the award of any Agreement, the Town/Township shall submit for review and approval to the County, acting reasonably, a "Business Continuity Contingency Plan" explaining in detail how performance of the service during any strikes and/or lockouts, fire, an Event of Force Majeure or other major interruptions in the performance of its obligations under this Agreement shall be maintained at the Town's/Township's sole cost. Such Business Continuity and Contingency Plan shall become a part of the Agreement and shall be subject to all the terms of the Agreement. Failure to submit a sufficient Business Continuity Contingency Plan, in the sole discretion of the County, may result in termination of the Agreement.

A Party shall not be considered to be in breach of this Agreement to the extent the performance of their obligations is modified in accordance with the Business Continuity Contingency Plan as a result of an Event of Force Majeure. The Party (hereinafter in this Section the "**Affected Party**") implementing the Business Continuity Contingency Plan shall forthwith give written notice to the other Party of becoming aware of an Event of Force Majeure to the Affected Party.

The Affected Party shall be entitled to a reasonable extension for the time of completion of its obligations set forth in this Agreement and in accordance with the Business Continuity Contingency Plan that may be reasonably required by the Affected Party and agreed to by the other Party to mobilize to continue with the fulfillment of its obligations pursuant to this Agreement. The Parties acknowledge and agree that in the event of conflict between the terms and provisions of this section and any other section contained in the Agreement, the terms and provisions of this section shall govern and apply.

5.5 Termination

Either party may terminate this Agreement at any time, without fault and without liability, upon six (6) months' written notice to the other.

Either party may terminate this Agreement at any time if the other does not comply with any of its terms, provided notice is provided and the party failing to meet its obligations is given a reasonable time to comply.

Upon termination, the County shall pay the Town/Township for all services satisfactorily performed up to and including the date of termination.

6.0 NOTICE

6.1 Any notice as provided for under this Agreement may be served or given

(a) by the County to the Town by mailing (by prepaid registered mail), emailing, or faxing the same addressed to:

The Corporation of the Town of Tillsonburg
10 Lisgar Ave
Tillsonburg, Ontario N4G 5A5
Fax No. 519-688-0759
E-mail clerks@tillsonburg.ca
Attention: Clerk

and

(b) by the Town to the County by mailing (by prepaid registered mail), emailing, or faxing the same addressed to:

County of Oxford,
P. O. Box 1614, 21 Reeve Street
Woodstock, Ontario. N4S 7Y3
Fax No. (519) 421-4713
E-mail: clerks@oxfordcounty.ca
Attention: Clerk

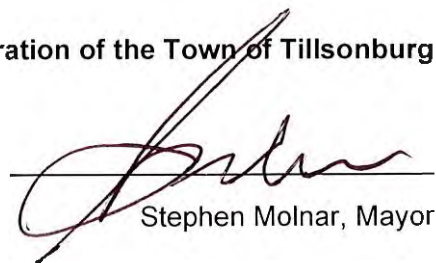
7.0 INUREMENT

7.1 This Agreement and everything herein contained, unless the context otherwise requires, shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively.

The parties hereto have hereunder set their hands and seals the day and year first above written, and the parties hereto have hereunto affixed their Corporate Seals by the hands of their proper officers duly authorized in that behalf.


Dated at Woodstock, Ontario this ___ day of _____, 2020.

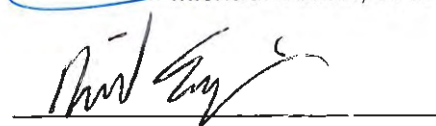
The Corporation of the Town of Tillsonburg


Stephen Molnar, Mayor


Kyle Pratt, CAO

County of Oxford

 *NOV 3 / 2020*
Michael Duben, CAO


David Simpson, Director of Public Works

SCHEDULE "A"
PER HOUSEHOLD FEES APPLICABLE TO TILLSONBURG AGREEMENT

| | 2020 | 2021 | 2022 | 2023 | 2024 |
|--------------------------------------|---------------------|------------------------|------------------------|------------------------|------------------------|
| | Actual [*] | Estimate ^{2*} | Estimate ^{2*} | Estimate ^{2*} | Estimate ^{2*} |
| Large article | \$3.19 | \$3.20 | \$3.23 | \$3.26 | \$3.28 |
| Cost phase-in allowance ¹ | \$1.25 | \$0.50 | \$0.00 | \$0.00 | \$0.00 |
| | \$4.44 | \$3.70 | \$3.23 | \$3.26 | \$3.28 |
| Customer Service | \$2.50 | \$2.50 | \$2.50 | \$2.50 | \$2.50 |
| Cost per household | \$6.94 | \$6.20 | \$5.73 | \$5.76 | \$5.78 |

¹ Costs have been phased in over 2 years

² Future period rates are estimated; recalculation will be based on paragraph 2.5 of the agreement

* Rates are effective May 1

SCHEDULE "B"
PER TONNE FEES APPLICABLE TO TILLSONBURG AGREEMENT

| | 2020 | 2021 | 2022 | 2023 | 2024 |
|--------------------------------------|----------------|-----------------------|-----------------------|-----------------------|-----------------------|
| | Actual | Estimate ² | Estimate ² | Estimate ² | Estimate ² |
| Yard waste drop off site | \$15.30 | \$15.59 | \$15.88 | \$16.18 | \$16.48 |
| Cost phase-in allowance ² | \$3.00 | \$1.50 | \$0.00 | \$0.00 | \$0.00 |
| Cost per tonne | \$18.30 | \$17.09 | \$15.88 | \$16.18 | \$16.48 |

¹ Costs have been phased in over 2 years

² Future period rates are estimated; recalculation will be based on paragraph 2.5 of the agreement

SCHEDULE "C"
ANNUAL FEES APPLICABLE TO TILLSONBURG AGREEMENT

| | 2020 | 2021 | 2022 | 2023 | 2024 |
|-----------------------|-----------------|-----------------|-----------------------|-----------------------|-----------------------|
| | Actual | Actual | Estimate ¹ | Estimate ¹ | Estimate ¹ |
| Landfill Tipping Fees | \$16,400 | \$16,470 | \$16,720 | \$16,970 | \$17,220 |
| Annual Cost | \$16,400 | \$16,470 | \$16,720 | \$16,970 | \$17,220 |

¹ Future period rates are estimated; recalculation will be based on paragraph 2.5.1 of the agreement

WASTE AND RECYCLING COLLECTION AGREEMENT

This contract made in duplicate this 12th day of June, 2008

BETWEEN:

Town of Tillsonburg

(the Town)

OF THE FIRST PART

- and -

County of Oxford

(the County)

OF THE SECOND PART

Whereas the Town and the County wish to enter into an agreement describing roles and responsibilities for waste collection services and recycling collection services;

And whereas the Parties agree that the intent of this agreement is to provide high quality waste collection and recycling collection services to the residents of the Town, delivery of these services must be done in a sustainable and cost effective manner, reflective of Best Practices as identified by the Province of Ontario;

And whereas the Parties agree that the County remains the administrator of payments and all overall global matters such as day of the week scheduling and will notify the Town of changes to those areas and address contractor performance issues, the Town will provide day to day customer service and communicate directly to the contractor on matters such as missed pick-ups, customer complaints and other delivery of service issues within the Town. The contract between the County and its collection contractor contains language to confirm the day to day customer service to be performed by the Town.

Now therefore this Agreement witnesses that in consideration of the mutual contents contained herein, the Parties hereto covenant and agree as follows:

BACKGROUND

1. Definitions

1.1. Waste Collection

Waste collection consists of the provision of all labour, materials and equipment to collect and transport to the County owned landfill site in Salford, waste material (garbage) from residential properties and small commercial properties as is permitted to be disposed of at the landfill site.

1.2. Recycling Collection

Recycling collection consists of the provision of all labour, materials and equipment to collect and transport to the Processing Facility contracted by the County, blue box recyclable materials collected as part of the municipal recycling program.

1.3. Transfer Station

Transfer station consists of a non-hazardous waste material collection depot where material is stored on a temporary basis until it is trucked to the County owned landfill site in Salford. The Transfer Station is owned and operated by the Town and funded in part by the County in lieu of operating an annual large article event for the Town.

GENERAL CONDITIONS

2. Collection Set Out Requirements

Residential and Commercial Waste Materials – Waste material set out for collection will meet the requirements set forth in County By-Law 4709-2006 Bag Tag Fee Increase or as amended and County Council approved policy.

Residential and Commercial Recyclable Materials – Recyclable material set out for collection will meet the requirements of current or future County Council approved policy.

3. Waste Collection Service

Residential Service – Waste collection shall consist of one pick-up per week located at the municipal curbside.

Commercial Service – Waste collection shall be once per week in the downtown business core of the Town. Commercial operations outside the core are generally served by private contractors; however, waste will be collected on the same schedule as residential collection if set out (see Appendix A).

NOTE: Municipal collection services are not generally provided to large commercial, institutional and industrial properties.

Transfer Station – Refers to the Town of Tillsonburg's Transfer Station where only large articles, scrap metal and construction and demolition materials are collected. Collected material will be stored on a temporary basis until it is transported to the County owned landfill site in Salford or at a Ministry of the Environment (MOE) approved recycling facility. Additional collection programs may be implemented if mutually agreed upon by the Town and County.

4. Recycling Collection Service

Residential Service – Recyclable shall be collected once every other week. Collection shall be based on a "two stream" system in accordance with Appendix B or as amended.

Commercial Service – Recycling collection shall be collected once every other week for blue box materials and weekly cardboard collection for those businesses located in the downtown business core (see Appendix A).

NOTE: Municipal collection services are not generally provided to large commercial, institutional and industrial properties.

5. Private Property Waste and Recycling Collection Service

Waste and recycling collection may be carried out on private property in accordance with the criteria set out in Appendix C.

6. Leaf and Yard Waste Depot

Acceptable Leaf and Yard Waste Depot Material from Residential Activities – Brush; Garden; Hedge and Tree Trimmings; House and Garden Plants; Leaves; Fruit and Vegetables from the Garden; Halloween Pumpkins; Christmas Trees; Grass/Sod; and Soil or as amended.

7. Term of the Contract

The term of the contract shall be ten (10) years commencing on July 1, 2008 and ending on June 30, 2018.

8. Termination of the Contract

Either Party may terminate the contract at the end of the current term or after - five (5) years have lapsed (i.e. June 30, 2013) upon the serving of written notice one year prior. Subsequent Contract termination shall coincide with the term of the County contractor waste and recycling collection contract with one year written notice.

9. Contract Amendments

Amendments to this contract may be made to deal with many issues and examples are listed below:

- a) To deal with initiatives from Waste Diversion Ontario (WDO) that would change service levels
- b) To change the base level of service dictated by the Phase II report of the County Waste Management Steering Committee or new services as proposed by the County Waste Management Steering Committee and approved by County Council that would impact the Town's services provided under this agreement
- c) To deal with the Town's request to change service levels under this contract

Proposed contract amendments are to be forwarded in writing to both Parties for review, quantification of additional costs and/or estimation of reduction in WDO subsidy and County Council approval prior to formalizing any contract changes. Any major amendments to the contract with the County collection contractor will be considered for the beginning of year six (6) of this contract commencing on July 1, 2013. Minor amendments may be considered from time to time but will also require approval of the contractor

10. The Town covenants and agrees:

- 10.1. That the implementation of additional waste collection services exceeding the County-wide standard of service performed by County contractor vehicles be at the Town's expense.
- 10.2. To forward new property development site plans to the County Public Works Department for review. The County will assess whether on-site waste and recycling collection services can be provided as per the specifications set forth in Appendix C and to require developments desiring pick-up to meet Appendix C as part of site plan approval. Alternatively, multi-residential developments can be designed for private sector collection at their cost as long as such is detailed in the site plan agreement.
- 10.3. To operate a Customer Service Centre to be used in part to respond to customer service enquiries related to garbage and recycling collection and associated programs. Customer calls are to be logged using Appendix D or an alternative format agreed to by both parties. Monthly electronic reports are to be forwarded to the County.
- 10.4. To provide quick and efficient responses to general waste management questions such as (but not limited to):
 - Collection days
 - Container requirements
 - Set out requirements
 - Special Program Dates and Times
 - General missed collection complaints
- 10.5. To forward all calls regarding contractor performance issues to the County Waste Management Division for resolution.
- 10.6. To act as a sales outlet for County Bag Tags.
- 10.7. To work with the County to maximize grants and subsidies from Stewardship Ontario and/or any other agency that may, from time to time, support waste and recycling collection, transfer or diversion programs.
- 10.8. To have regard to service levels provided by the County in other urban settings where the County operates by its own contract or by agreement with a lower tier jurisdiction.
- 10.9. To supply all labour materials and equipment to operate a yard waste depot to permit drop off of leaves, lawn and garden waste and brush. To annually provide budget estimates for the operation of the leaf and yard waste depot and special event participation for County Council's approval and for submission to the County for inclusion in its waste management budget presentation to County Council. Billing to the County for these items shall be semi-annually. Mid-year billing shall be half of budget estimate specified in Section 10.9 with second billing consisting of end of year reconciliation. Terms are net 30 days.
- 10.10. Maintain liability insurance for activities that it carries out under this contract and hold the County harmless in any claims that may arise out of provision of these services.

11. The County shall:

- 11.1. Undertake waste collection services by its own forces or by contractor or by a combination thereof.
- 11.2. Undertake residential waste collection service once per week.
- 11.3. Undertake core area commercial waste collection service once per week.
- 11.4. Collect recyclables at curbside once every other week on the same day as residential waste collection for residential and core area commercial properties.
- 11.5. Undertake core area commercial cardboard recycling collection services once per week as per specifications outlined in the annual Oxford County Waste Management Calendar.
- 11.6. Provide a means to collect and/or recycle the following materials:
 - White goods (appliance drop off)
 - Household hazardous waste
 - Electronics waste
 - And other materials as approved by County Council as recommended by the Waste Management Steering Committee (WMSC).

These programs are carried out at County expense.

- 11.7. Undertake waste reduction promotion for all sectors (residential, commercial and industrial).
- 11.8. Produce annually a waste calendar identifying dates of waste and recycling collection and special collection dates, promoting waste diversion through various means and identifying regulations and by-laws which impact the services.

The calendar will identify that special collections are open to all residents of the Town and the residents of the County of Oxford.
- 11.9. In addition to the calendar, provide supplemental advertising for all waste events throughout the year.
- 11.10. Pay all costs for waste collection and recyclables collection services with the exception of those services exceeding County-wide standard of service.
- 11.11. The County agrees to provide operational funding for the Town's Leaf and Yard Waste Depots as outlined in Section 10.9.
- 11.12. Provide partial funding to the Town's transfer station for large article collection in exchange for the annual large article clean up program adopted by the lower tier municipalities. Yearly budgetting for the Town's large article collection program will be based on the following:

$$(W + I + C) / 3 * Y$$

Where:

W = City of Woodstock cost per household for the previous year

I = Town of Ingersoll cost per household for the previous year

C= Oxford County of Oxford cost per household for the previous year

Y = CPI from Statistic Canada for previous year

Cost per household includes actual collection costs and tipping fee costs for large article collection performed by the City of Woodstock, the Town of Ingersoll and the County's Contractor. For 2008, this amount has been calculated to be \$12.26 per household. The final payment from the County to the Town is to be reconciled at year end after the current year costs have been calculated. In this calculation, the inflectional factor (Y) is removed from the calculation.

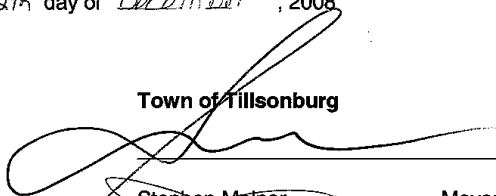
- 11.13. Contribute to capital works consistent with types of capital works supported (i.e. yard waste receiving areas) elsewhere in the County consistent with County practices as a one time payment in the amount of \$65,000. Any future financial contributions for upgrades shall be submitted to the County for approval.

- 11.14. Provide reasonable notice of intent for additions to recyclables to be collected or the banning of specific materials from the County owned landfill site to allow the Town to review its procedures and amend if necessary.
- 11.15. Ensure all special collections outside of the Town funded through the County are also open to Town residents.
- 11.16. To provide the Town with access to the County's GPS website and data to review the contractor's vehicles coverage of the routes in Tillsonburg. The County shall provide customer service and GPS software training to Town employees as needed.
- 11.17. Reimburse the Town for handling customer service inquiries as per the criteria set out for reimbursement to area municipalities as approved by County Council through the recommendations of the Waste Management Steering Committee.
- 11.18. Maintain liability insurance for activities that it carries out under this contract and hold the Town harmless in any claims that may arise out of provision of these services.
- 11.19. Maintain a waste collection by-law.


IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed under seal.

Date at Woodstock, Ontario this 12th day of December, 2008

Town of Tillsonburg

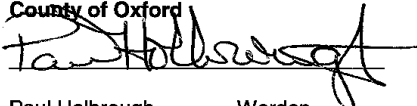


Stephen Molnar Mayor



David Morris CAO

County of Oxford



Paul Holbrough Warden



Michael R. Bragg CAO

APPENDIX A

APPENDIX B

LIST OF ACCEPTABLE RESIDENTIAL BLUE BOX MATERIALS

| Fibers | Containers |
|---|--|
| <ul style="list-style-type: none">- Newsprint and flyers- Cardboard- Boxboard- Fine (office) paper- Telephone books- Magazines and catalogues- Soft cover books- Gable tops and Aseptic packaging (tetra paks) | <ul style="list-style-type: none">- Clear and coloured glass food and beverage containers (i.e.: bottles and jars)- Ferrous cans (food and beverage containers)- Aluminum cans- All #1 to # 6 plastic containers (i.e.: plastic bottles, jugs, tubs, lids, etc.).- Film wrap (to be added at a later date) |

APPENDIX C

ENTRY ON TO PRIVATE PROPERTY FOR WASTE COLLECTION SERVICE PROVISION

The County of Oxford's operating practice for waste collection is that waste collection services are not provided to or on private property/roadways. However, waste collection services may be provided to private property/roadways upon review by the County of Oxford and in consultation with the waste collection contractors.

In order to establish a common approach for providing waste collection to private property throughout the County of Oxford the following shall apply.

The County of Oxford, or its designated contractors, may enter private property for waste collection provided that:

1. The County has determined the private roadways to be used by waste collection vehicles are physically satisfactory; and
2. The owners or occupants of the private property have executed the required Indemnity Agreement.

If it is determined that entry on to private property is not feasible and/or the required Indemnity Agreement has not been executed, the County may refuse to enter the private property/roadways for the collection of waste and may, at its own discretion, determine alternate collection arrangements.

Assessment of Eligibility for Entry on Private Property

To determine the eligibility for entry on to private property for waste collection the following criteria shall apply:

1. The physical ability to provide collection service on the private property (new or existing development) is based on the County's determination of safety, liability and the collection contractor's ability to access the proposed location. The roadway shall be assessed by the County and/or its contractor for the following requirements:
 - i) The private roadways/properties must be designed to permit access to and egress from collection locations without reversing and unobstructed access to the waste to be collected.
 - ii) For developments that do not permit through passage, a turnaround area will be required.
 - iii) Private roadways/properties must have a minimum width of 6.00 metres.
 - iv) The overhead clearance must meet or exceed the standards prescribed in the Ontario Highway Traffic Act.
 - v) The private roadway/property must be clear of ice and snow.

For safety and liability reasons, the County requires that a private roadway be designed to permit a waste collection vehicle to service areas without the need to reverse. The County will consider the use of a turnaround area for the waste collection vehicles. The area must be dedicated specifically for the turning movements of collection vehicles and shall have appropriate signage indicating that parking will not be permitted in the area required by the collection vehicles. Repeat obstruction of the turnaround area will result in loss of curbside collection service.

2. A properly executed Indemnity Agreement must be obtained from all private property owners prior to commencement or continuation of waste collection services on a private roadway or property.

APPENDIX D

Waste Management Customer Service Tracking
 Provided by the Town of Tillsonburg via Suite Response

| Issue Number | Title | First Name | Last Name | Home Phone | Address Line 1 | City | Caller Type | Location Address | Description | Issue Code | Priority | Confidentiality | Origin | Issue Type | Sub Type | Department | Unit | Assignee | Status | Due Date | Closed By | Created Date | Date Closed |
|--------------|-------|------------|-----------|------------|----------------|------|-------------|------------------|-------------|------------|----------|-----------------|--------|------------|----------|------------|------|----------|--------|----------|-----------|--------------|-------------|
|--------------|-------|------------|-----------|------------|----------------|------|-------------|------------------|-------------|------------|----------|-----------------|--------|------------|----------|------------|------|----------|--------|----------|-----------|--------------|-------------|

*Note: Some columns from the Suite Responses report have been hidden.

Appendix D
Town Transfer Station Annual Report and Budget



Transfer Station Annual Report 2020

The Transfer Station Annual Report has four identified sections that are required to be reported annually as outlined in section 5.11 of the amended Environmental Compliance Approval (ECA) number 5638-76BR2S.

1) Waste Summary - 5.11 a

This section provides a detailed monthly summary of the type and quantity of all incoming and outgoing wastes, and the destination of all outgoing wastes.

The Tillsonburg Transfer Station has two defined sides, the Large Item Depot Side and the Yard Waste Side. The following two charts show the summarized totals for each side below.

| 2020 Large Item Depot | | | | | | |
|--|------------------|------------------------|--|-----------------------|---|------|
| Large Item Articles hauled to Oxford County Salford Landfill at 38406 Salford Road, Salford Ontario 11 bins made up of Renovation Material(4 bins) Large Item (4 bins) Glass(1 bin) Porcelain (1 bin) Asphalt Shingle (1 bin) | | | Scrap Metal -Hauled to Core Industries at 2009 Gore Road, London Ontario Scrap Metal (2 bins) | | Concrete/Rubble-Hauled to Courtland Gardens at 14852 Bayham Drive, Tillsonburg. Ontario (1 Bunker) | |
| Month | Number of Loads | Tons | Number of Loads | Tons | Number of Loads | Tons |
| Jan | 16 | 45.5 | 2 | 4.1 | 8 | 162 |
| Feb | 12 | 39.3 | 0 | 0 | Note: 2020 waste hauled in Oct of 2020 | |
| Mar | 22 | 78.3 | 1 | 4.3 | | |
| Apr | 3 | 8.1 | 0 | 0 | | |
| May | 26 | 90.7 | 4 | 11.2 | | |
| Jun | 38 | 120.9 | 5 | 11.1 | | |
| July | 33 | 89.8 | 3 | 9.4 | | |
| Aug | 26 | 78.0 | 4 | 12.4 | | |
| Sept | 31 | 96.4 | 4 | 9.6 | | |
| Oct | 35 | 99.4 | 4 | 10.8 | | |
| Nov | 34 | 93.4 | 2 | 6.6 | | |
| Dec | 20 | 56.6 | 2 | 5.4 | | |
| Totals | 296 Loads | 896 Metric Tons | 31 Loads | 85 Metric Tons | | |

Transfer Station 2020 Annual Report

There is no weigh scale at the Tillsonburg Transfer Station to weigh incoming and/or outgoing waste. The above table is determined from the weigh tickets provided at the destination of the materials.

The following logic is used to determine the total onsite Waste Limits for the Large Item Article side of the Transfer Station to determine that it is within limits.

There are 13 bins on the Large Article Side of the Station made up of 11 Large Item Article bins and 2 Scrap Metal bins with the average load weight from the above chart the total onsite maximum weights would be

- Large Article - 11 bins X 896 metric tons/ 296 Loads= 33.3 metric tons
- Scrap Metal Bin - 2 bins X 85/31= 5.48 metric tons
- Concrete/ rumble accumulation throughout the year the highest is 162 metric tons at the end of year.

It is to be understood that the established practice is to only haul the bins when they are full or nearly full.

- Total Sum of all bin materials on the Large Article Item Depot side of the Tillsonburg Transfer Station 33.3 metric tons + 5.48 metric tons = 38.78 metric tons of Materials.

In addition, the Concrete/ Rubble which is stored in a concrete block bunker on this side of the Transfer station is accumulated throughout the year and hauled as needed. Which for 2020 was in October and the Concrete/ Rubble had an additional weight of 162 metric tons.

Therefore, the highest potential waste total stored onsite of 200.78 metric tons, which is considerably below the total maximum site waste limit of 540 metric tons from the ECA. Concrete and Rumble is the majority of the total weight and accumulates gradually throughout the year. It is a reasonable assumption that the daily waste limit is considerably below the maximum amount of waste received daily 320 metric tons.

Please note that the fluctuations in the monthly numbers are as a result of being closed due to Covid 19 for a period of time. A courtesy call to Andrew Woodhouse MECP Officer was made to notify the MECP of the closure prior to implementing it. This occurred in March of 2020 and lasted about 6 weeks to support the provincially mandated Covid 19 restrictions and to keep staff and the public safe.

Transfer Station 2020 Annual Report

| 2020 Yard Waste Depot | | | | | |
|---|-----------------|------|---|-----------------|----------------------|
| Brush Waste - Processed by Oxford County and hauled to 384060 Salford Road, Salford Ontario | | | Leaf & Yard Waste - Processed by Oxford County and hauled to 384060 Salford Road, Salford Ontario | | |
| Month | Chipping Events | Tons | Month | Number of Loads | Tons |
| - | 0 | 0 | Jan | 3 | 31.6 |
| We are now comingle brush and yard waste together and hauling when bins are full versus the past practice of accumulating brush, grinding and then hauling it away. | | | Feb | 0 | 0 |
| | | | Mar | 7 | 54.2 |
| | | | Apr | 20 | 173.9 |
| | | | May | 17 | 243 |
| | | | Jun | 12 | 175.5 |
| | | | July | 10 | 132.5 |
| | | | Aug | 25 | 191.2 |
| | | | Sept | 30 | 257.9 |
| | | | Oct | 39 | 317.8 |
| | | | Nov | 41 | 322.3 |
| | | | Dec | 47 | 410.3 |
| | | | Totals | 0 Event | 0 Metric Tons |

The above chart shows a detailed monthly summary of the Yard Waste Depot side of the Tillsonburg Transfer Station. The Leaf and Yard Waste summary numbers in the chart are from Residents of Oxford County dropping off their Leaf and Yard Waste. Staff, load the waste into bins; the bins are hauled to Oxford County’s Landfill at Salford once they are full where they are weighed. The Town is now comingling the Brush material with the yard waste materials and hauling it out on a regular basis when bins are full versus the past practice of collecting the Brush materials and have a contractor come in to grind them down and haul out the grindings.

2) Environmental and Operational Problems – 5.11 b

Any environmental and operational problems, that could negatively impact the environment, encountered during the operation of the Site and during the facility inspections and any mitigative actions taken

There were no environmental or operational problems.

Transfer Station 2020 Annual Report

3) Changes to Plans – 5.11 c

Any changes to the Emergency Response Plan or the current Design and Operations Report that have been made since the last Annual Report

There have been no changes to the Emergency Response Plan.

4) Environmental Recommendations Impacts – 5.11 d

Any recommendations to minimize environmental impacts from the operation of the Site, and to improve the Site operations and monitoring programs in this regard.

There are no recommendations at this time.

| 280 Waste Management | 2016 Actuals | 2017 Actuals | 2018 Actuals | 2019 Actuals | 2020 Actuals | 5-Yr Average | 2021 Approved Budget |
|----------------------|--------------------|--------------------|--------------------|--------------------|-------------------|--------------------|----------------------|
| 7010 General | | | | | | | |
| 5100 Fleet | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5700 CorpAd OH | \$ 24,804.0 | \$ 25,704.0 | \$ 25,848.0 | \$ 26,520.0 | \$ 19,704.0 | \$ 24,516.0 | \$ 20,400.0 |
| 5710 OpAd OH | \$ 7,200.0 | \$ 7,596.0 | \$ 7,920.0 | \$ 8,160.0 | \$ 8,592.0 | \$ 7,893.6 | \$ 10,200.0 |
| Total Expense | \$ 32,004.0 | \$ 33,300.0 | \$ 33,768.0 | \$ 34,680.0 | \$ 28,296.0 | \$ 32,409.6 | \$ 30,600.0 |
| 3210 Grants&s-Oth | \$ 18,282.5 | \$ 18,590.0 | \$ 18,830.0 | \$ 19,117.5 | \$ 19,475.0 | \$ 18,859.0 | \$ 19,100.0 |
| 3505 Merch Rev | \$ 2,431.5 | \$ 3,484.0 | \$ 2,561.5 | \$ 2,768.0 | \$ 2,285.5 | \$ 2,706.1 | \$ 2,400.0 |
| Total Revenue | \$ 20,714.0 | \$ 22,074.0 | \$ 21,391.5 | \$ 21,885.5 | \$ 21,760.5 | \$ 21,565.1 | \$ 21,500.0 |
| Total | \$ 11,290.0 | \$ 11,226.0 | \$ 12,376.5 | \$ 12,794.5 | \$ 6,535.5 | \$ 10,844.5 | \$ 9,100.0 |

| | | | | | | | |
|--------------------------|----------------------|---------------------|-------------------|---------------------|---------------------|---------------------|---------------------|
| 7425 Bag Tags | | | | | | | |
| 5200 Materials/Inventory | \$ 101,002.0 | \$ 110,965.0 | \$ 120,009.2 | \$ 101,504.7 | \$ 51,982.2 | \$ 97,092.6 | \$ 109,000.0 |
| Total Expense | \$ 101,002.0 | \$ 110,965.0 | \$ 120,009.2 | \$ 101,504.7 | \$ 51,982.2 | \$ 97,092.6 | \$ 109,000.0 |
| 3505 Merch Rev | \$ 113,246.2 | \$ 114,408.0 | \$ 111,067.0 | \$ 103,450.0 | \$ 53,522.0 | \$ 99,138.6 | \$ 112,000.0 |
| Total Revenue | \$ 113,246.2 | \$ 114,408.0 | \$ 111,067.0 | \$ 103,450.0 | \$ 53,522.0 | \$ 99,138.6 | \$ 112,000.0 |
| Total | \$ (12,244.2) | \$ (3,443.0) | \$ 8,942.1 | \$ (1,945.3) | \$ (1,539.8) | \$ (2,046.0) | \$ (3,000.0) |

| | | | | | | | |
|---------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 7650 Curbside Leaf | | | | | | | |
| 5001 F/T Reg | \$ 17,083.1 | \$ 17,798.5 | \$ 22,271.2 | \$ 30,364.2 | \$ 31,202.3 | \$ 23,743.9 | \$ 31,000.0 |
| 5002 F/T OT | \$ 2,174.6 | \$ 280.1 | \$ 1,051.6 | \$ 830.5 | \$ 1,011.5 | \$ 1,069.6 | \$ 2,000.0 |
| 5003 P/T Reg | \$ 5,011.2 | \$ (428.4) | \$ - | \$ - | \$ - | \$ 916.6 | \$ - |
| 5100 Fleet | \$ 39,696.0 | \$ 42,696.0 | \$ 48,504.0 | \$ 54,996.0 | \$ 57,096.0 | \$ 48,597.6 | \$ 57,100.0 |
| 5505 Subcon Exp | \$ - | \$ 2,869.6 | \$ 3,083.3 | \$ 462.0 | \$ - | \$ 1,283.0 | \$ - |
| Total Expense | \$ 63,964.9 | \$ 63,215.9 | \$ 74,910.1 | \$ 86,652.7 | \$ 89,309.8 | \$ 75,610.7 | \$ 90,100.0 |

| | | | | | | | |
|-----------------------------|------------|----------|----------|------|------|----------|------|
| 7651 Christmas Trees | | | | | | | |
| 5001 F/T Reg | \$ 618.3 | \$ 300.8 | \$ 286.3 | \$ - | \$ - | \$ 241.1 | \$ - |
| 5003 P/T Reg | \$ 919.8 | \$ - | \$ - | \$ - | \$ - | \$ 184.0 | \$ - |
| 5100 Fleet | \$ 1,800.0 | \$ - | \$ - | \$ - | \$ - | \$ 360.0 | \$ - |
| Total Expense | \$ 3,338.0 | \$ 300.8 | \$ 286.3 | \$ - | \$ - | \$ 785.0 | \$ - |

| | | | | | | | |
|-------------------------|------------|------------|------------|------------|------------|------------|------|
| 7652 Enforcement | | | | | | | |
| 5001 F/T Reg | \$ - | \$ 64.6 | \$ - | \$ 16.2 | \$ 296.6 | \$ 75.5 | \$ - |
| 5003 P/T Reg | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5100 Fleet | \$ 2,604.0 | \$ 2,796.0 | \$ 2,904.0 | \$ 3,204.0 | \$ 1,500.0 | \$ 2,601.6 | \$ - |
| 5505 Subcon Exp | \$ 215.0 | \$ 1,324.3 | \$ 739.6 | \$ 4,335.0 | \$ 923.7 | \$ 1,507.5 | \$ - |
| Total Expense | \$ 2,819.0 | \$ 4,184.9 | \$ 3,643.6 | \$ 7,555.2 | \$ 2,720.3 | \$ 4,184.6 | \$ - |

| | | | | | | | |
|--------------------------------|--------------------|--------------------|--------------------|---------------------|---------------------|---------------------|--------------------|
| 7653 Large Items (Bins) | | | | | | | |
| 5001 F/T Reg | \$ 16,234.7 | \$ 26,867.9 | \$ 22,814.5 | \$ 20,272.9 | \$ 24,849.5 | \$ 22,207.9 | \$ 25,000.0 |
| 5002 F/T OT | \$ 1,434.6 | \$ 3,264.8 | \$ 1,716.3 | \$ 2,371.8 | \$ 8,209.3 | \$ 3,399.4 | \$ 1,000.0 |
| 5003 P/T Reg | \$ 1,003.9 | \$ - | \$ 69.1 | \$ 114.4 | \$ - | \$ 237.5 | \$ - |
| 5004 P/T OT | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5100 Fleet | \$ 14,796.0 | \$ 15,900.0 | \$ 17,496.0 | \$ 20,604.0 | \$ 21,600.0 | \$ 18,079.2 | \$ 21,600.0 |
| 5105 Eq Rental Exp | \$ 716.4 | \$ 452.9 | \$ 1,221.1 | \$ 451.8 | \$ 2,035.7 | \$ 975.6 | \$ - |
| 5300 Supplies | \$ 1,701.0 | \$ 5,258.6 | \$ 244.2 | \$ 12,703.4 | \$ 95.9 | \$ 4,000.6 | \$ - |
| 5325 H,L&W | \$ 500.9 | \$ 362.3 | \$ 513.6 | \$ 474.2 | \$ 428.2 | \$ 455.8 | \$ 1,000.0 |
| 5335 Phone, F&M | \$ - | \$ 41.2 | \$ 391.5 | \$ 509.5 | \$ 618.6 | \$ 312.2 | \$ - |
| 5505 Subcon Exp | \$ 103,476.6 | \$ 93,327.1 | \$ 108,338.8 | \$ 108,250.6 | \$ 126,333.6 | \$ 107,945.3 | \$ 102,000.0 |
| Total Expense | \$ 139,864.0 | \$ 145,474.8 | \$ 152,805.0 | \$ 165,752.6 | \$ 184,170.9 | \$ 157,613.5 | \$ 150,600.0 |
| 3210 Grants&s-Oth | \$ 65,000.0 | \$ 49,700.0 | \$ 50,751.6 | \$ 52,076.1 | \$ 50,987.6 | \$ 53,703.0 | \$ 56,200.0 |
| 3300 Misc Rev | \$ - | \$ - | \$ 4,015.0 | \$ 2,075.0 | \$ 1,204.8 | \$ 1,459.0 | \$ 2,000.0 |
| 3310 Fares | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 3500 Rent Rev | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Revenue | \$ 65,000.0 | \$ 49,700.0 | \$ 54,766.6 | \$ 54,151.1 | \$ 52,192.4 | \$ 55,162.0 | \$ 58,200.0 |
| Total | \$ 74,864.0 | \$ 95,774.8 | \$ 98,038.5 | \$ 111,601.5 | \$ 131,978.5 | \$ 102,451.5 | \$ 92,400.0 |

| | | | | | | | |
|---------------------------------|-------------|---------------|-----------------|---------------|----------------------|---------------------|----------------------|
| 7654 Brush, Grass Leaves | | | | | | | |
| 5001 F/T Reg | \$ 19,138.4 | \$ 14,346.2 | \$ 18,033.5 | \$ 13,960.3 | \$ 13,461.9 | \$ 15,788.1 | \$ 25,100.0 |
| 5002 F/T OT | \$ 1,592.6 | \$ 609.6 | \$ 358.3 | \$ 1,317.1 | \$ - | \$ 775.5 | \$ - |
| 5003 P/T Reg | \$ 691.8 | \$ 452.1 | \$ - | \$ - | \$ - | \$ 228.8 | \$ - |
| 5004 P/T OT | \$ - | \$ 39.6 | \$ - | \$ - | \$ - | \$ 7.9 | \$ - |
| 5100 Fleet | \$ 18,204.0 | \$ 19,596.0 | \$ 20,304.0 | \$ 22,296.0 | \$ 23,496.0 | \$ 20,779.2 | \$ 23,500.0 |
| 5105 Eq Rental Exp | \$ 492.5 | \$ 452.9 | \$ 122.1 | \$ - | \$ - | \$ 213.5 | \$ - |
| 5505 Subcon Exp | \$ 10,438.3 | \$ 16,169.7 | \$ 22,207.8 | \$ 3,624.7 | \$ - | \$ 10,488.1 | \$ - |
| Total Expense | \$ 50,557.6 | \$ 51,666.0 | \$ 61,025.7 | \$ 41,198.1 | \$ 36,957.9 | \$ 48,281.1 | \$ 48,600.0 |
| 3210 Grants&s-Oth | \$ 50,557.6 | \$ 51,666.0 | \$ 60,776.8 | \$ 41,198.1 | \$ 55,998.0 | \$ 52,039.3 | \$ 63,000.0 |
| Total Revenue | \$ 50,557.6 | \$ 51,666.0 | \$ 60,776.8 | \$ 41,198.1 | \$ 55,998.0 | \$ 52,039.3 | \$ 63,000.0 |
| Total | \$ - | \$ 0.0 | \$ 248.9 | \$ 0.0 | \$ (19,040.1) | \$ (3,758.2) | \$ (14,400.0) |

| | | | | | | | |
|-------------------|---------------------|---------------------|----------------------|----------------------|----------------------|----------------------|---------------------|
| 7655 Scrap | | | | | | | |
| 5001 F/T Reg | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5100 Fleet | \$ 996.0 | \$ 1,104.0 | \$ 1,200.0 | \$ - | \$ - | \$ 660.0 | \$ - |
| 5505 Subcon Exp | \$ 7,302.1 | \$ 3,875.1 | \$ - | \$ - | \$ - | \$ 2,235.4 | \$ 5,000.0 |
| Total Expense | \$ 8,298.1 | \$ 4,979.1 | \$ 1,200.0 | \$ - | \$ - | \$ 2,895.4 | \$ 5,000.0 |
| 3300 Misc Rev | \$ 11,423.2 | \$ 12,063.6 | \$ 19,502.7 | \$ 17,255.7 | \$ 13,250.3 | \$ 14,699.1 | \$ 10,000.0 |
| Total Revenue | \$ 11,423.2 | \$ 12,063.6 | \$ 19,502.7 | \$ 17,255.7 | \$ 13,250.3 | \$ 14,699.1 | \$ 10,000.0 |
| Total | \$ (3,125.1) | \$ (7,084.5) | \$ (18,302.7) | \$ (17,255.7) | \$ (13,250.3) | \$ (11,803.7) | \$ (5,000.0) |

| | | | | | | | |
|-----------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| TOTAL 280 Waste Management | \$ 140,906.6 | \$ 164,174.9 | \$ 180,143.3 | \$ 199,402.8 | \$ 196,713.9 | \$ 176,268.3 | \$ 169,200.0 |
|-----------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|

| | | | | | | | |
|---------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Revenue | \$ 260,941.0 | \$ 249,911.6 | \$ 267,504.5 | \$ 237,940.4 | \$ 196,723.1 | \$ 242,604.1 | \$ 264,700.0 |
| Expense | \$ 401,847.6 | \$ 414,086.5 | \$ 447,647.8 | \$ 437,343.2 | \$ 393,437.0 | \$ 418,872.4 | \$ 433,900.0 |