



STE. ANNE MUNICIPALITY

Policy #18-ADMIN

Adoption Date: May 10, 2023

Subject: Commercial Recycling Pilot Program

Department: Administration

Introductory Statement

In 2022, the Municipal Recycling provider changed, and during this process, it was identified that some commercial outlets were receiving recycling pick up. Multi Material Stewardship Manitoba (MMSM), a provincial organization that is involved with recycling programs, and from whom the Municipality receives funding for residential recycling programs, does not cover commercial pick ups, regardless of the type of recycling collected from these sites.

As the RM of Ste Anne recognizes the importance of reducing waste, as part of our Climate Action Plan, the RM is launching a commercial recycling program. This program will be funded in part by an annual fee payable by the commercial operators looking to participate, with the remaining amount to be funded by the RM.

Purpose

The purpose of this policy is to establish terms and conditions associated with the Commercial Recycling Program.

Policy:

Non-Residential locations within the RM of Ste Anne will be eligible to have their recycling collected on a pre-determined schedule by our current recycling service provider. A signing authority for the commercial operation must first complete the program registration form, identified as Schedule A, and pay their annual fee, payable prior to bin delivery, or January 1st annually. This amount will be prorated for those wishing for only partial year service or who opt to join the program mid-year. New agreements do not need to be signed annually, barring any changes to the conditions or fees listed below.

Recycling pick up will be arranged through the RM office and collection dates identified as part of the providers route.



Schedule A

Commercial Recycling Pilot Program Registration and Agreement

Business Name	
Business Location (Pick up Location)	
Designated Business Contact	
Phone Number	
Email Address	

The Commercial Recycling Pilot Program within the RM of Ste Anne is a green initiative intended to reduce waste and promote a clean and healthy environment. As this is a pilot program, terms and conditions, including fee structures and annual continuation of the program, are contingent on Council approval and feasibility of the program.

Definitions

- a) "Bin" means the collection receptacle located at each collection site.
- b) "CAO" means Chief Administrative Officer, Designated Officer of the Municipality, or any other officer as designated by the CAO.
- c) "Commercial Enterprise" means the non-residential operation seeking recycling services.
- d) "Contractor" means the recycling service provider as contracted by the Municipality.
- e) "Hazardous Waste" means any waste as defined in *The Dangerous Goods Handling and Transportation Act, CCSM c D12*.
- f) "Recyclables" means all discarded materials placed in clear plastic bags or other suitable containers including, but not limited to, newsprint and flyers, aluminum food and beverage containers, magazines and catalogues, gable top containers (e.g. Milk cartons), boxboard, corrugated cardboard, aseptic packing (e.g. juice boxes), Household plastics #1-#5 and #7.

Terms and Conditions

- 1. Prior to bin delivery and commencement of recycling pick up, program fees must be paid in full to the Municipality.
- 2. Bins are the property of the Contractor and are not owned either fully or in part by the Municipality or the Commercial Enterprise.
- 3. Weekly pick up days will be set by the contractor as part of their scheduling and routing system. Pick up dates will be set and cannot be changed.
- 4. Pick up will not occur on days deemed holidays. If a holiday conflicts with regular pick up, pick up will occur on the next day. Applicable holidays are:



New Year’s Day, Louis Riel Day, Good Friday, Easter Monday, Victoria Day, August Civic Holiday, Labour Day, National Truth and Reconciliation Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day

5. Collection is for recyclables only. Trash and/or any Hazardous Waste will not be collected or placed in collection bins. Doing so may result in termination of this agreement.
6. Recyclables dropped in bins for collection should originate only from the Commercial Enterprise as part of this agreement. It is the responsibility of the Commercial Enterprise to ensure that recyclables from other sources are not deposited in their bins. Locks can be provided by the Contractor, with two keys provided to the Commercial Enterprise. A fee of \$50 plus taxes would be invoiced should replacement keys be required.
7. Any concerns with pick up, including timeliness, missed pick ups, cleanliness of site post pick up, etc. are to be forwarded to the CAO for follow up with the Contractor.
8. Collection sites are to be kept clean to ensure ease of access by the Contractor to complete pick up. Sites discovered to be inaccessible by the Contractor will mean pick up will be skipped and rescheduled. Constant concerns around site cleanliness and access may result in termination of this agreement.
9. Bins are to be in a location mutually agreed to by the Contractor and Commercial Enterprise to ensure that the bin is easily accessible. Consideration should be given to associated tree coverage, customer parking, condition of the road etc. in terms of site chosen.
10. Any damage to pick up site, incidents with residents or Commercial Enterprise representatives, or vehicle damage reported because of actions taken by the Contractor must be reported to the CAO for follow up.
11. The Municipality is not liable for any damages made by the Contractor to the commercial property.
12. The Commercial Enterprise may end this agreement by providing two (2) weeks notice, in writing, to the CAO. A prorated refund of fees will be provided, based on the remainder of the term agreed to for collection.
13. The Municipality reserves the right to end this agreement upon written notice to the Commercial Enterprise. A prorated refund of fees will be provided, based on the remainder of the term agreed to for collection.
14. Fee schedules may change based on increased service fees from current or any future Contractor. Notice will be provided of changes to rates listed below.

Collection

Full Year

Partial Year

First Pick up: _____

Last Pick up: _____

Programs

The RM is offering four different collection options, with associated fees. Please select which option best suits your needs. Please note that for partial year pick ups, these fees will be prorated based on the pick up period identified.

First year program fees include a delivery charge per bin.



	Bins	Collection	Fees- Year 1	Fees – Annually thereafter
<input type="checkbox"/> Option A	1 bin on site	1 Collection per week	\$480.00	\$375.00
<input type="checkbox"/> Option B	2 Bins on site	1 Collection per week	\$959.00	\$749.00
<input type="checkbox"/> Option C	1 Bin on site	2 Collections per week	\$854.00	\$749.00
<input type="checkbox"/> Option D	2 Bins on site	2 Collections per week	\$1,709.00	\$1,499.00

I _____, as a designated signing authority for

_____, agree to the terms and conditions as outlined above.

(Signature)

Office Use Only		
Total Payment Collected	Invoice #	Receipt #