



CITY OF FORT SASKATCHEWAN

BYLAW C16-11

A BYLAW OF THE CITY OF FORT SASKATCHEWAN TO AUTHORIZE THE ENTERING INTO OF AN EXCLUSIVE FRANCHISE AGREEMENT WITH TRI-LINE DISPOSAL INC. FOR COMMERCIAL, LIGHT INDUSTRIAL, INSTITUTIONAL AND MEDICAL WASTE SERVICES

WHEREAS the City of Fort Saskatchewan wishes to enter into an exclusive franchise agreement with Tri-Line Disposal Inc. for Commercial, Light Industrial, Institutional and Medical Waste Services;

AND WHEREAS the *Municipal Government Act*, RSA 2000 c.M-26, as amended and repealed and replaced from time to time provides that Council may pass a Bylaw authorizing the entering into of such agreements, upon receiving approval from the Alberta Utilities Commission;

NOW THEREFORE, the Council of the City of Fort Saskatchewan, in the Province of Alberta, duly assembled, enacts as follows:

1. That the Mayor and Director, Legislative Services be authorized on behalf of the City of Fort Saskatchewan to enter into an exclusive franchise agreement with Tri-Line Disposal Inc.
2. That a copy of the exclusive franchise agreement for Commercial Light Industrial, Institutional and Medical Waste Services is attached hereto and marked as "Appendix A".
3. If any portion of this Bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed and the remainder of the Bylaw is deemed valid.
4. This Bylaw becomes effective upon third and final reading.

READ a first time this 10th day of May A.D., 2011.

READ a second time this 24th day of May A.D., 2011.

READ a third time and finally passed this 24th day of May A.D., 2011.

CITY OF FORT SASKATCHEWAN			
APPROVED		DATE	INITIALS
Dir. Leg. Svcs.	Legal & Form	May 25, 2011	LM
Depl.	Content	May 25, 2011	LM
City Mgr.	Principal	May 25, 2011	LM


MAYOR


DIRECTOR, LEGISLATIVE SERVICES

DATE SIGNED: May 25, 2011

Appendix "A"
Bylaw C16-11

THIS AGREEMENT made the 20th day of May, 2011.

BETWEEN:

CITY OF FORT SASKATCHEWAN
(the "City")

OF THE FIRST PART

- and -

TRI-LINE DISPOSAL INC.
(the "Contractor")

OF THE SECOND PART

WHEREAS the City requires the services of the Contractor in connection with Collection and Disposal of Commercial, Light Industrial, Institutional, and Medical Waste;

AND WHEREAS the Contractor is qualified or has in its employment personnel qualified to provide the required services;

AND WHEREAS

- A. The *Municipal Government Act* (Revised Statutes of Alberta RSA 2000, c.M-26 as amended or repealed and replaced from time to time) authorizes the City to enter into agreements for, and grant exclusive and non-exclusive rights with respect to, the provision of waste management services such as collection, removal, disposal and recycling within the municipal boundaries of the City; and

- B. The City has passed the Solid Waste Bylaw (Bylaw No. C11-95 as amended or repealed and replaced from time to time) for the collection, removal, disposal and recycling of Waste within the municipal boundaries of the City; and
- C. Pursuant to the terms of the aforesaid Solid Waste Bylaw, the City may enter into an agreement with any person or persons and may grant an exclusive or non-exclusive right to any person or persons for the collection, removal, disposal and recycling of Waste within the municipal boundaries of the City; and
- D. The City and the Contractor are desirous of entering into this Agreement setting forth their respective rights and obligations relating to the services contemplated herein.

NOW THEREFORE, in consideration of the promises, mutual terms, covenants and conditions contained herein, the parties hereto agree as follows:

- 1. The City hereby retains the Contractor and the Contractor hereby accepts such retainer to provide the services described in Schedule "A" hereto (the "Services").
- 2. The Contractor will provide qualified staff to provide the Services required under this Agreement.
- 3. The Contractor shall be responsible for appropriate and safe usage of wireless communication devices while conducting City-related business pursuant to City Policy Gen-019A.
- 4. Prior to commencing the Services described hereunder, the Contractor shall provide evidence of compliance with all requirements of the Province of Alberta with respect to Workers' Compensation including payment due thereunder. At any time during the term of this Agreement, when requested by the City's representative, the

Contractor shall provide such evidence of compliance by himself and any or all of his sub-contractors.

5. The term of the Agreement shall be June 1, 2011 to May 31, 2016 (the "Term") unless earlier terminated by the City as set forth herein. The Contractor shall complete all of its work as set out in Schedule "A" before the expiry of the Term.
6. In consideration of the proper performance of the obligations of the Contractor pursuant to this Agreement, the City hereby grants the Contractor the exclusive right to collect, remove and dispose of Commercial Waste from commercial, institutional, light industrial, and medical premises located within the municipal boundaries of the City under the terms and conditions of this Agreement.
7.
 - (a) Nothing in this Agreement shall be construed as:
 - (i) constituting either party as the agent, employer or representative of the other party;
 - (ii) creating a partnership; or
 - (iii) imposing upon either party any partnership duty, obligation or liability to the other party.
 - (b) The relationship created by this Agreement between the City and the Contractor is that of independent contractor.
8. All amounts payable to the Contractor for services hereunder shall be exclusive of any Goods and Services Tax ("GST") payable thereon.

9. The Contractor shall be responsible for the payment of all source deductions, income tax, Canada Pension contributions, employment insurance premiums and all other required payments, contributions or deductions including, but not limited to, any assessments levied pursuant to the *Workers' Compensation Act* that arise or may hereafter arise with respect to the services performed by the Contractor under this Agreement.
10. The Contractor shall be responsible for all fees, licenses, permits, filings, and all other costs incidental to the performance of the Contractor's obligations under this Agreement.
11. The City may, at its discretion, agree in advance to reimburse the Contractor for specific expenses to be incurred by the Contractor in the discharge of its obligations hereunder. Such expenses shall only be paid when approved prior to expenditure and thereafter supported by proper receipts, invoices or vouchers submitted to the City within thirty (30) days from the date upon which such expenses are incurred.
12. The Contractor may accept concurrent contracting retainers from other parties during the Term; PROVIDED THAT they do not interfere, in the opinion of the City acting reasonably, with the Services the Contractor is required to perform under this Agreement.
13. The Contractor has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the City, nor to bind the City in any manner whatsoever.

14. The Contractor will report on a regular basis, as required by the City, on the Services provided pursuant to this Agreement. The Contractor will make available such information, including data and documents, as the City may require from time to time relating to the obligations of the Contractor to allow the City to evaluate the quality and progress of Services provided under this Agreement.
15. (a) Where the City determines that the Contractor is in default of its obligations as set out in this Agreement, the City shall, by written Notice of Default, require the Contractor to remedy such default, at the Contractor's sole expense, within forty-eight (48) hours of the delivery of the Notice of Default to the Contractor. The Contractor shall be in compliance with the City's instructions if:
- (i) the Contractor corrects the default within the time specified in the Notice of Default; or
 - (ii) if the default cannot be corrected within the time specified in the Notice of Default, the Contractor commences the correction of the default within the time specified in the Notice of Default; and
 - (iii) the Contractor provides a schedule to correct default acceptable to the City; and
 - (iv) the Contractor corrects the default within the time set out in the schedule agreed to by the City.
- (b) In the event that the default is not corrected in accordance with this clause to the City's satisfaction, or in the event of urgent circumstances where the giving of a written Notice of Default is impossible, or impracticable, as may be determined by the City in its sole and unfettered discretion, the City may, without prejudice to any other right that the City has pursuant to this Agreement, or at law:
- (i) terminate the Contractor's right to continue with the work of this Agreement, in whole or in part; or
 - (ii) terminate the Agreement forthwith; or
 - (iii) correct the default.

(c) The sum of all damages, expenses, fees, costs, including but not limited to solicitor and client legal costs, incurred or suffered by the City as a result of the Contractor's failure to correct the default, or the termination of the Contractor's right to continue with the work of this Agreement, in whole or in part, or the termination of the Agreement, shall be a debt immediately due and owing by the Contractor to the City which debt may be offset by the City against the Contractor's performance bond lodged with the City pursuant to this Agreement or any other monies payable by the City to the Contractor. The exercise by the City of the rights pursuant to this clause shall not limit any other remedy the City may have pursuant to this Agreement or at law.

16. Ownership of any work, information, records or materials, regardless of form, and including, but not limited to, any copyright, patent, industrial design process or trademark, acquired or produced under this Agreement by the Contractor, or provided by the City for use by the Contractor, vests in the City.
17. The Contractor acknowledges that information and records compiled or created under this Agreement, which are in the custody of the Contractor, are subject to the *Freedom of Information and Protection of Privacy Act*, RSA 2000, Chapter F25. If a request is received for any of these records, the Contractor shall forward the information and records, at the Contractor's expense, to the City within five (5) calendar days of official notification by the City.
18. The Contractor shall retain all information and records received or compiled by the Contractor in accordance with this Agreement for a period of one (1) year from the date of termination of this Agreement, after which the information and records shall be transferred to the possession of the City.

19. The City shall furnish to the Contractor such information in its possession reasonably required for the proper performance of the obligations of the Contractor, and shall, in every way provide such cooperation as is reasonable in order for the Contractor to be able to perform the services required pursuant to this Agreement in a satisfactory manner.
20. The Contractor hereby represents and warrants with and to the City, and acknowledges that the City is relying upon such representation and warranty, that the Contractor is in compliance with all laws and regulations of any public authority relating to the conduct of its business and has all required approvals, permits, licenses, certificates and authorizations necessary to carry on its business and to carry out its obligations hereunder and there are not any proceedings whatsoever, actual or pending, and whether concerning cancellation, extension or otherwise, relating to the said approvals, permits, licenses, certificates or authorizations.
21. Without in any way limiting the liability of the Contractor under this Agreement, the Contractor shall obtain and maintain in force during the term of this Agreement the following insurance:
 - (a) standard automobile insurance covering owned, non-owned and rented automotive equipment, bodily injury and property damage insurance providing coverage of at least Two Million (\$2,000,000.00) Dollars inclusive per accident for the injury to or death of one or more persons or damage to or destruction of property;
 - (b) a commercial general liability insurance policy per occurrence providing coverage of at least Five Million (\$5,000,000.00) Dollars inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - (i) non-owned automobile liability;

- (ii) independent sub-contractors;
 - (iii) contractual liability including this Agreement;
 - (iv) contingent employer's liability;
 - (v) broad form property damage, including mobile equipment endorsement;
 - (vi) environmental liability;
 - (vii) cross-liability; and
 - (viii) products and completed operations
- (c) workers compensation coverage for all employees, if any, engaged by the Contractor in accordance with the laws of the Province of Alberta;
- (d) employer's liability insurance respecting employees, if any, of the Contractor with limits of liability of not less than Two Million (\$2,000,000.00) Dollars per employee for each accident, accidental injury or death of an employee or any sub-contractor engaged by the Contractor; and
- (e) such other insurance as the City may from time to time reasonably require.

The Contractor shall be liable for the cost of all of the insurance required to be held by the Contractor as set forth herein and for payment of all deductible amounts from such policies of insurance.

22. The Contractor shall ensure that:

- (a) all insurance coverage maintained by the Contractor in accordance with this Agreement shall include waivers of subrogation by the insurers in favor of the City and shall name the City as an additional insured in respect to the Services provided to the City by the Contractor;
- (b) no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days written notice of such cancellation to the City; and

- (c) a Certificate of Insurance is furnished, satisfactory to the City, evidencing the required insurance coverage.

23. The Contractor shall at all times and without limitation, indemnify and save harmless the City, its Councillors, directors, officers, employees, contractors, agents and representatives from and against any and all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which any of the City, its Councillors, directors, officers, employees, contractors, agents and representatives may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, and/or arising as a direct or indirect result of:

- (a) the Contractor's performance or purported performance or non-performance of this Agreement; or
- (b) the failure of the Contractor to remit all applicable tax withholdings, Canada Pension contributions, employment insurance contributions and all other payments, contributions or deductions for which the Contractor is liable.

24. The parties acknowledge and agree that the provisions of this Agreement, which, by their context, are meant to survive the termination or expiry of the Term, shall survive the termination or expiration of the Term and shall not be merged therein or therewith.

25. This Agreement may be terminated for convenience by the City at any time by giving forty-eight (48) hours written notice of termination for convenience to the Contractor. The effective date of the termination for convenience shall be set out in the Notice of Termination for Convenience. The Contractor's right to consideration shall be limited

to payment for services performed and not previously paid for up to the effective date as set out in the Notice of Termination for Convenience. The Contractor specifically agrees that the Notice of Termination for Convenience and consideration set forth in this clause constitutes reasonable, fair and equitable notice and compensation for damages, if any, which may be suffered by the Contractor as a result of the termination for convenience of this Agreement. In the event this Agreement is terminated for convenience, the Contractor shall perform the services required by this Agreement up to and including the effective date set out in the Notice of Termination for Convenience and shall, upon request, provide the City with a written report on the services rendered to the time of termination for convenience. Except for any such report, the Contractor shall not perform any further services subsequent to the effective date set out in the Notice of Termination for Convenience.

26. No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

27. For the purposes of this Agreement, the addresses of the parties are:

CITY OF FORT SASKATCHEWAN
10005 - 102 Street
Fort Saskatchewan, Alberta T8L 2C5

Attention: Grant Schaffer

and

TRI-LINE DISPOSAL INC.
11907 - 154 Street
Edmonton, AB T5V 1N5

Attention: David Appleton

Any communication, notice or service of documents required to be made during the course of this Agreement will be good and sufficient if delivered to, or posted by prepaid registered mail addressed to, the above addresses. Notice given in any such manner shall be deemed to have been received by the party on the day of delivery or upon the 3rd day after the date of mailing provided that normal postal service is in existence at the time of mailing and for three (3) days thereafter. Any party may change its address for service from time to time upon written notice to that effect. In the event of disruption of normal postal services, any party giving notice hereunder shall be required to deliver the same.

28. The laws of the Province of Alberta shall govern this Agreement.
29. The obligations of the Contractor performed pursuant to this Agreement shall only be performed by the Contractor or an employee or a party acting on behalf of the Contractor who has been approved in advance in writing by the City, such approval which may be arbitrarily withheld and which may be terminated or revoked at any time in the discretion of the City.

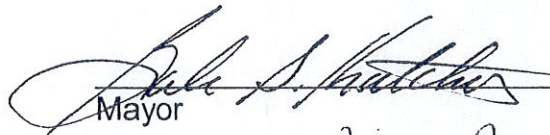
30. This Agreement constitutes the entire Agreement between the parties hereto and the parties acknowledge and agree that there are no covenants, representations, warranties, contracts or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement.
31. This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.
32. This Agreement shall enure to the benefit of and be binding upon the parties herein and their respective heirs, successors and assigns.
33. This agreement may not be assigned in whole or in part by the Contractor without the express written permission of the City, which permission may be unreasonably or arbitrarily withheld. Notwithstanding that the Contractor may assign its interest in the Agreement with the permission of the City, the Contractor shall remain liable under the provisions hereof. Any assignment contrary to the provisions of hereof is void.
34. This Agreement is subject to approval by the Alberta Utilities Commission.
35. Time is of the essence in this Agreement, and if either party shall fail to perform the covenants on its part to be performed at fixed times or alternatively within a reasonable time for the performance thereof under the terms of this Agreement, the other party may elect to terminate this Agreement.
35. If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be

affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.



IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

In the absence of a corporate seal, the Affidavit of Execution attached shall be completed in full and is declared to be and form part of this Agreement.


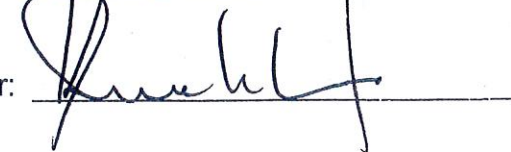
CITY OF FORT SASKATCHEWAN


Mayor


Director, Legislative Services


Witness

Witness

TRI-LINE DISPOSAL INC.

Per: 
Per: 

CITY OF FORT SASKATCHEWAN


SIGNATURE


DATE

SCHEDULE "A"

SERVICES

The Contractor shall Collect, Haul, and Dispose of waste from Commercial, Light Industrial, Institutional, and Medical premises under the terms of this agreement, the Solid Waste Bylaw, and the following provisions:

1. The Contractor shall be responsible for the collection, removal and disposal of Commercial Waste at an Alberta Environment licensed facility, from commercial, institutional, light industrial and medical premises located within the municipal boundaries of the City under the terms and conditions of this Agreement.
2. The Contractor shall pay disposal fees to the Waste Disposal Facility for the disposal of commercial, light industrial, institutional, and medical waste.
3. The Contractor shall, upon the request of any person who is the owner, occupant, tenant or person in charge of any commercial, institutional, light industrial, or medical premises, enter into an agreement for the collection of Commercial Waste therefrom, provided that such agreement is in accordance with the provisions of the Bylaw and this Agreement. The term of any agreement shall not exceed the term of this agreement.
4. In the event that the Contractor enters into an agreement as contemplated in Clause 3 herein, the charges of the Contractor for the collection, removal and disposal of Commercial Waste thereunder shall be billed directly to the party requesting such services, but in no event shall such charges exceed the charges described in Schedule "B" herein.
5. The City and the Contractor agree that the exclusive right to collect, remove and dispose of Waste from commercial, institutional, light industrial, and medical premises shall not prevent the owner, occupant, tenant or person in charge of any commercial, institutional, light industrial, or medical premises from entering into an agreement with any other person or persons for the collection, removal and disposal of Waste accumulated at such premises as a result of construction or renovation activity at such premises.
6. The City and the Contractor agree that in the event of an infringement of the exclusive right granted in this agreement by any person or persons, the onus shall be solely upon the Contractor to initiate such action as is necessary to enforce the exclusive rights under the provisions of this Agreement.
7. The Contractor shall lodge a performance bond with the City in the amount of Fifty Thousand Dollars (\$50,000) in such form and content as is satisfactory to the City in

its sole, absolute and unfettered discretion, which performance bond shall be lodged prior to the effective date of this Agreement and which shall remain in place during the term of this Agreement.

8. In carrying out its obligations hereunder, the Contractor shall be bound by and observe all applicable Federal, Provincial and Municipal legislation, rules, bylaws, regulations and directives which, without limiting the generality of the foregoing, shall include the provisions of the Solid Waste Bylaw, and shall cause all of its employees, agents and contractors to be so bound.
9. The Contractor shall notify the City as to any and all breaches of the Solid Waste Bylaw which the Contractor becomes aware of as soon as reasonably possible thereafter.
10. The Contractor shall pay all business, sales, equipment, machinery, goods and services taxes, other taxes, charges and licences levied or imposed by any competent authority in respect of the personnel, business, sales, equipment, machinery or income of the Contractor.
11. The Contractor shall, at its sole cost, maintain in good working order all of its vehicles and equipment to be used in carrying out its obligations under the terms and provisions of this Agreement.
12. The Contractor shall provide the City a summary of the number and size of containers, frequency of pickup, weights of material disposed of at landfill, and weights of material diverted from landfill on a monthly basis.
13. The Contractor agrees that providing good customer service is paramount. The exclusive franchise does not preclude this principle. The Contractor shall conduct itself in a business like and polite manner, striving to provide excellent customer service to the City of Fort Saskatchewan and the clients being served.
14. In carrying out its obligations hereunder the Contractor shall:
 - (a) ensure that the performance of the service provided for in this Agreement is conducted in accordance with the Bylaw;
 - (b) do such things in order that all of the warranties and representations given by the Contractor hereunder continue to remain in effect respectively during the term hereof; and
 - (c) cause its employees and contractors and all other persons it is responsible for at law to observe all of the obligations of the Contractor hereunder.

15. If the Contractor shall fail to perform any of the obligations or agreements of the Contractor under or in respect of this Agreement the City may, from time to time, in its sole and absolute discretion, and without prejudice to its rights hereunder and at law or in equity, perform or cause to be performed any such agreements or obligations, or any part thereof and for such purpose may do such things as may be requisite. The Contractor shall unconditionally pay all expenses incurred and expenditures made by or on behalf of the City under this Section within ten (10) days from the date of invoice therefore. Further, any expenses incurred or expenditures made as set forth in this Section shall constitute a debt due and owing to the City and such amount may, without further action or notice, be set-off against the Contractor's performance bond that is lodged with the City.

SCHEDULE "B"

FEE FOR SERVICES

Monthly Fees for Commercial, Light Industrial, and Institutional Waste Disposal Service

Frequency of Service	3 yd³ (Rent, Haul, Dispose)	4 yd³ (Rent, Haul, Dispose)	6 yd³ (Rent, Haul, Dispose)
Bi-weekly pickup	\$27.14	\$36.28	\$54.42
1 Time per Week	\$54.28	\$72.57	\$108.85
2 Times per Week	\$108.85	\$145.14	\$217.71
3 Times per Week	\$163.28	\$217.71	\$326.56
4 Times per Week	\$217.71	\$290.28	\$435.42
5 Times per Week	\$272.14	\$362.85	\$544.28
Bin Rental for On-Call Service	\$20.00	\$20.00	\$25.00
Haul and Dispose for On-Call Service	\$15.00	\$18.00	\$27.00
Commercial Compactor	30 yd³ (Rent, Haul)	40 yd³ (Rent, Haul)	
	\$125.00	\$125.00	
Disposal Charges for Commercial Compactor	\$60.00		

Co-Mingled Recycling

Comingled recycling collection is offered through the use of clear plastic bags placed in front loading recycling containers.

Frequency of Service	4 Yard Container	6 Yard Container
Bi-Weekly	\$30.00	\$40.00
1 Time per Week	\$47.63	\$71.45
2 Times per Week	\$95.26	\$142.89
3 Times per Week	\$142.89	\$214.33
4 Times per Week	\$190.52	\$285.78
5 Times per Week	\$238.15	\$356.95
Bin rental for on Call	\$30.00 / month	\$40.00 / month
Haul and Dispose On call	\$15.00	\$20.00

Organics Collection

Organics recycling (beginning August 1, 2011) is offered using 64 gallon toters.

Accepted materials include, but are not limited to: meat and dairy products, bones, compostable bags (required), soiled old corrugated cardboard, paper towel, pizza boxes, etc.

First Toter:	\$19.95 per pickup
Each additional Toter:	\$9.95 per pickup
Rental per month	\$4.95 per toter
Exchanges (at customer request):	\$19.95
Delivery Charge:	\$29.95 (one time charge regardless of quantity)

Maximum weight per toter is 90kg. A surcharge of \$0.46 / kg may be assessed if it is determined that the customer is continuously overweight.

Compostable bags or Toter Liners are required.

The fees outlined in Schedule "B" are for the period June 1, 2011 to December 31, 2011. The fees in subsequent years will be increased by a percentage equivalent to the Consumer Price Index for the Edmonton Capital Region.

Fuel Surcharge, Fees and Levies

A Fuel Surcharge will be added to the fees for service above when the average Pump Price of Diesel Fuel in the Edmonton Capital Region is above \$1.20 / litre. The Fuel Surcharge shall be calculated as follows:



FUEL SURCHARGE TABLE

Based on Fuel prices published by ML Irvin

Fort Saskatchewan - ONLY

\$ 1.20	0.00%	\$ 1.50	6.00%	\$ 1.80	12.00%	\$ 2.10	18.00%	\$ 2.40	24.00%
\$ 1.21	0.20%	\$ 1.51	6.20%	\$ 1.81	12.20%	\$ 2.11	18.20%	\$ 2.41	24.20%
\$ 1.22	0.40%	\$ 1.52	6.40%	\$ 1.82	12.40%	\$ 2.12	18.40%	\$ 2.42	24.40%
\$ 1.23	0.60%	\$ 1.53	6.60%	\$ 1.83	12.60%	\$ 2.13	18.60%	\$ 2.43	24.60%
\$ 1.24	0.80%	\$ 1.54	6.80%	\$ 1.84	12.80%	\$ 2.14	18.80%	\$ 2.44	24.80%
\$ 1.25	1.00%	\$ 1.55	7.00%	\$ 1.85	13.00%	\$ 2.15	19.00%	\$ 2.45	25.00%
\$ 1.26	1.20%	\$ 1.56	7.20%	\$ 1.86	13.20%	\$ 2.16	19.20%	\$ 2.46	25.20%
\$ 1.27	1.40%	\$ 1.57	7.40%	\$ 1.87	13.40%	\$ 2.17	19.40%	\$ 2.47	25.40%
\$ 1.28	1.60%	\$ 1.58	7.60%	\$ 1.88	13.60%	\$ 2.18	19.60%	\$ 2.48	25.60%
\$ 1.29	1.80%	\$ 1.59	7.80%	\$ 1.89	13.80%	\$ 2.19	19.80%	\$ 2.49	25.80%
\$ 1.30	2.00%	\$ 1.60	8.00%	\$ 1.90	14.00%	\$ 2.20	20.00%	\$ 2.50	26.00%
\$ 1.31	2.20%	\$ 1.61	8.20%	\$ 1.91	14.20%	\$ 2.21	20.20%	\$ 2.51	26.20%
\$ 1.32	2.40%	\$ 1.62	8.40%	\$ 1.92	14.40%	\$ 2.22	20.40%	\$ 2.52	26.40%
\$ 1.33	2.60%	\$ 1.63	8.60%	\$ 1.93	14.60%	\$ 2.23	20.60%	\$ 2.53	26.60%
\$ 1.34	2.80%	\$ 1.64	8.80%	\$ 1.94	14.80%	\$ 2.24	20.80%	\$ 2.54	26.80%
\$ 1.35	3.00%	\$ 1.65	9.00%	\$ 1.95	15.00%	\$ 2.25	21.00%	\$ 2.55	27.00%
\$ 1.36	3.20%	\$ 1.66	9.20%	\$ 1.96	15.20%	\$ 2.26	21.20%	\$ 2.56	27.20%
\$ 1.37	3.40%	\$ 1.67	9.40%	\$ 1.97	15.40%	\$ 2.27	21.40%	\$ 2.57	27.40%
\$ 1.38	3.60%	\$ 1.68	9.60%	\$ 1.98	15.60%	\$ 2.28	21.60%	\$ 2.58	27.60%
\$ 1.39	3.80%	\$ 1.69	9.80%	\$ 1.99	15.80%	\$ 2.29	21.80%	\$ 2.59	27.80%
\$ 1.40	4.00%	\$ 1.70	10.00%	\$ 2.00	16.00%	\$ 2.30	22.00%	\$ 2.60	28.00%
\$ 1.41	4.20%	\$ 1.71	10.20%	\$ 2.01	16.20%	\$ 2.31	22.20%	\$ 2.61	28.20%
\$ 1.42	4.40%	\$ 1.72	10.40%	\$ 2.02	16.40%	\$ 2.32	22.40%	\$ 2.62	28.40%
\$ 1.43	4.60%	\$ 1.73	10.60%	\$ 2.03	16.60%	\$ 2.33	22.60%	\$ 2.63	28.60%
\$ 1.44	4.80%	\$ 1.74	10.80%	\$ 2.04	16.80%	\$ 2.34	22.80%	\$ 2.64	28.80%
\$ 1.45	5.00%	\$ 1.75	11.00%	\$ 2.05	17.00%	\$ 2.35	23.00%	\$ 2.65	29.00%
\$ 1.46	5.20%	\$ 1.76	11.20%	\$ 2.06	17.20%	\$ 2.36	23.20%	\$ 2.66	29.20%
\$ 1.47	5.40%	\$ 1.77	11.40%	\$ 2.07	17.40%	\$ 2.37	23.40%	\$ 2.67	29.40%
\$ 1.48	5.60%	\$ 1.78	11.60%	\$ 2.08	17.60%	\$ 2.38	23.60%	\$ 2.68	29.60%
\$ 1.49	5.80%	\$ 1.79	11.80%	\$ 2.09	17.80%	\$ 2.39	23.80%	\$ 2.69	29.80%

The Fuel Surcharge will be listed as a separate line item on invoices to the clients.

No other surcharges, levies or fees will be contemplated during the term of the agreement without the express written consent of the City of Fort Saskatchewan.