



Long Point Region Conservation Authority

REQUEST FOR PROPOSAL FOR

Septic Pumping and Disposal Services

RFP No. LP-050-26

CLOSING DATE: Friday, March 13, 2026 at 4:00 p.m. local time

SUBMITTED BY:

SUBMITTED TO:

Long Point Region Conservation Authority
4 Elm Street
Tillsonburg, ON
N4G 0C4

Attention: Judy Maxwell, CPA, CGA
General Manager
519-842-4242 ext. 225
jmaxwell@lprca.on.ca

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1.0 INTRODUCTION

Long Point Region Conservation Authority appreciates your interest in this Request for Proposal (“RFP”).

This RFP covers the septic pumping and disposal services at five (5) conservation area campgrounds. The Conservation Areas offer outdoor day-use activities and camping. See **Section 7.0** for further details.

This invitation is subject to the General Terms and Conditions set out in Section 6.0 of this Request For Proposal (“**RFP**”) and the Sewage Haulers Agreement attached as Appendix D. This RFP is not intended to create a formal legally-binding procurement process and shall not give rise to the legal rights or duties applicable to a formal legally-binding procurement process. Without limiting the generality of the foregoing, this RFP does not constitute a commitment by LPRCA to procure any goods or services.

In this RFP, the successful Contractor shall be referred to as the “Supplier”.

1.1 Appendices

- Appendix A – Company Profile
- Appendix B – Pricing Schedule
- Appendix C – Acknowledgements
- Appendix D – Sewage Haulers Agreement

2.0 RFP CLOSING DATE AND TIME

Proposal Bids are to be submitted before **March 13, 2026 at 4:00 p.m. local time** to:

Long Point Region Conservation
Authority 4 Elm Street
Tillsonburg, ON N4G 0C4
Attention: Judy Maxwell, CPA, CGA
General Manager

Bids received after the Closing will not be accepted, and will be returned to the Contractor unopened.

3.0 RFP OPENING AND RESULTS

All Bids received on time will be opened on March 13, 2026 at 4:01 p.m. at the Administrative office.

The names of the respondents submitting bids and total bid amounts will be announced; however, no other proposal information will be released at that time.

Contractors will not be notified in writing of the bid results.

Contractors acknowledge that by submitting a Proposal, they have made themselves fully aware of the requirements, and that any and all inquiries pertaining to this Proposal have been satisfied and are included as part of the submitted price.

4.0 AUTHORITY CONTACT PERSONS

Contractors with questions related to the detailed specification or the nature of the work required may contact Frank Schram by email, fschram@lprca.on.ca, or by phone at 519-429-0363 or Evan Forbes by email, eforbes@lprca.on.ca

Any questions, requests for information, or comments on this RFP should be addressed **not later than 4:00 p.m. on March 9, 2026** to allow staff time to respond, or to prepare and distribute an addendum as necessary, and to allow time for Contractors to receive and process the new information.

Unless otherwise indicated, the RFP is available on the Authority website at www.lprca.on.ca or can be picked up at the LPRCA Administrative office located at 4 Elm Street, Tillsonburg, ON.

5.0 INSTRUCTIONS TO CONTRACTORS

5.1 Addenda

It may be necessary for a variety of reasons to issue addenda that may include, but not be limited to:

- a. Correction to, or clarification of, the RFP;
- b. Extension of the closing date;
- c. Retraction or cancellation of the RFP.

Potential Contractors must **provide the Authority with company information**, including street address, fax number and email address, to be advised of addenda when issued or further information. Information should be provided to the Authority General Contact Person referenced in Section 4.0.

All addenda issued to potential Contractors who have provided contact information will include a covering letter asking the recipient to confirm receipt of the most recent addendum and any previous addenda.

Addenda will be faxed, emailed or mailed to the latest address as provided by the Contractor. It is the Contractor's responsibility to notify the appropriate Authority Contact Persons of any change to their fax number, email or mailing address.

Although the Authority will make every reasonable effort to ensure a Contractor receives all addenda issued, it is the Contractor's ultimate responsibility to ensure all addenda have been received and are reflected in their Proposal submission.

5.2 Proposal Submission

5.2.1 The Proposal shall include:

- a. All addenda that have been issued;
- b. All requirements of this RFP, as set out in Section 7.6 "To Include in Proposal".

The Proposal shall be typed or written in ink. It shall contain original signatures where required.

5.2.2 The Proposal shall be made upon the forms provided. The prices quoted shall be valid for a period of thirty (30) days from the Closing.

5.2.3 A Proposal shall be accepted only when submitted in an envelope sealed and clearly marked "**Confidential**", "**Proposal for Septic Pumping and Disposal Services**", includes the name and address of the Contractor, and is clearly addressed to:

**Long Point Region Conservation Authority
4 Elm Street
Tillsonburg ON, N4G 0C4
Attention: Judy Maxwell, General Manager**

5.2.4 Contractors are cautioned not to send Proposals **collect** by courier, or with insufficient postage. **Costs for Proposals determined to be received "COLLECT" by courier, or with insufficient postage, will not be accepted.**

5.2.5 Faxed or e-mailed Proposals will not be accepted.

6.0 GENERAL TERMS AND CONDITIONS

6.1 Term

The contractor who is awarded the RFP will supply services for one season. The Contract will begin on April 20, 2026 and end October 15, 2026.

6.2 Independent Contractor

In the performance of this Contract, the Contractor shall be an independent Contractor. Neither the Contractor nor any of their employees shall be deemed to be employees of the Authority.

6.3 Contractor's Expenses

The Authority shall not, under any circumstances, be responsible for any costs incurred by the Contractor in the preparation of the Proposal.

6.4 Accept/Reject

The Authority may accept a Proposal in whole or in part, whether the submitted price is the lowest or not, and may reject any or all Proposals.

6.5 Causes for Rejection

6.5.1 The following represent circumstances that would result in a Proposal being rejected:

- a. Proposal received late (will not be opened);
- b. Correct version of Proposal form not used;
- c. Proposal not complete;
- d. Proposal not legible in whole or in part;
- e. Proposal not completed in ink or type;
- f. Proposal not signed;
- g. "Agreement to Terms and Conditions", when required, is not executed or included with the Proposal; or
- h. Other mandatory forms or details required and clearly shown in the RFP as being required upon submission of a Proposal are omitted.

6.5.2 The following represent circumstances where a Proposal is questioned but may be accepted after examination or correction:

- a. Proposal containing simple arithmetic errors as determined during evaluation process; or
- b. Proposal not acknowledging correct number of addenda issued.

6.6 Payment Terms

The Contractor shall submit monthly invoices for services to the LPRCA Accounting Department by email at lpaccounts@lprca.on.ca. All invoices shall clearly identify the Park name, the date and number of loads (2,000 gallons) that was pumped out each day from each Park. Any identified billing or service deficiencies will be rectified in an expedient manner at no additional charge to LPRCA. No payments will be authorized unless the service specifications are satisfied. Payments are made within 30-days of receipt of monthly billing.

6.7 Workplace Safety and Insurance Board (WSIB)

The Contractor shall:

- a) Maintain for the duration of the Agreement and for the protection of all workers engaged thereunder, worker compensation coverage with the Workplace Safety and Insurance Board (the "WSIB") for all of the Contractor's employees.
- b) Accept full and exclusive liability for any and all payments owing to the WSIB in connection with this Agreement, including but not limited to all premiums, assessments, fines, and penalties.

6.8 Insurance

During the Term of the Agreement, the Contractor shall:

- a) Maintain commercial general liability insurance to include liability for bodily injury, personal injury, property damage, and products and completed operations with coverage in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence and in aggregate.
- b) Maintain commercial automobile liability insurance coverage in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence and in aggregate.
- c) Provide LPRCA with an insurance certificate within fourteen (14) days of this RFP being executed which shall:
 - i. Confirm Commercial General Liability insurance coverage as noted above;
 - ii. Confirm commercial automobile liability insurance coverage as noted above;
 - iii. Contain a 30-day written notice of cancellation;
 - iv. Name LPRCA as additional insured.

6.9 Cancellation of Contract

The Authority reserves the right to cancel the Contract if the goods or services are unsatisfactory, if delivery requirements are not met or if invoice amounts do not match the quoted prices. The Authority may also cancel the Contract without cause by means of a thirty (30) day advance written notice.

6.10 Compliance

It shall be the Contractor's responsibility to ensure that they are in compliance with all Provincial and Federal legislation and regulations that pertain to the type of work being carried out under this Contract.

In the event that the Contractor fails to execute the Contract in accordance with the foregoing requirements, the Contractor agrees that the Authority may, at its discretion, enter into a contract with the next qualified Contractor.

6.11 Freedom of Information

All information collected and produced in report or digital form by the respondent shall become the property of Long Point Region Conservation Authority and subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. All public reports approved by the Full Authority Board will become public information.

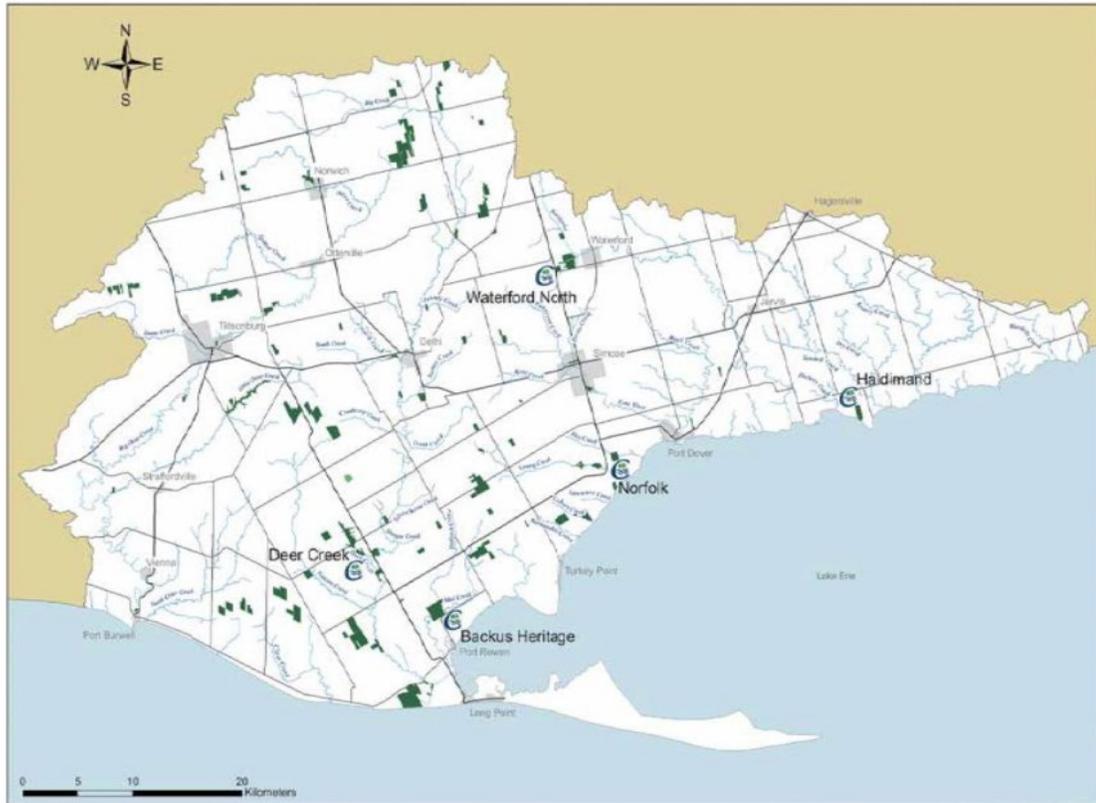
7.0 SERVICE SPECIFICATIONS

7.1 Introduction

An award of an RFP to a Contractor does not constitute a general endorsement of the Contractor's goods or services, and the award of an RFP cannot be used by a

Contractor to promote the sale of products or services without the express written permission of LPRCA.

The Authority requires pump out of restroom facilities as well as holding tanks, and disposal at an approved site. Site map below indicates location of our five (5) conservation area campgrounds.



The following is volume estimates from 2024 and is to be used as a guide only for preparing your bid. This is not a guarantee of volume for upcoming seasons.

Conservation Area	Address	Number of 2000 Gallon Loads (2025)
Haldimand CA	644/645 South Coast Drive, RR1, Nanticoke, ON N0A 1L0	241
Norfolk CA	3065 Front Rd, Vittoria, ON NOE 1M0	111.5
Waterford North CA	226 Concession 8 Townsend, Waterford, ON NOE 1Y0	91
Backus Heritage CA	1267 Second Concession Rd, Port Rowan, ON NOE 1M0	52.75
Deer Creek CA	1929 Norfolk County Rd 45, RR2, Langton, ON NOE 1G0	32.5

7.2 Scope of Work

The Contractor shall furnish all labour, materials, and equipment necessary to provide maintenance, pumping and disposal services for septic tanks. The contents shall be disposed of in strict compliance with local and provincial regulations. Contractor's quotation shall include pumping charges and disposal fees.

7.3 Licensing and Workmanship

The Contractor shall be properly licensed and all work shall be performed by properly trained personnel thoroughly familiar with the requirements and details of the work.

7.4 Scheduled Service

The Supervisor will schedule all servicing as required and the Contractor shall cooperate with the location Supervisor.

7.5 Emergency Service

The Contractor shall be able to provide emergency pumping and disposal services shall LPRCA require it.

The Contractor shall specify their availability and response time within the proposal for any emergency service request by the locations.

7.6 To Include in Proposal

7.6.1 Proposal Format

The Contractor shall provide the information requested below to support the scope of work. Note that the required information must be clear and concise and, therefore, should not exceed ten (10) single-sided pages in total length, excluding information relating to the Contractor contact information, profile and **Appendices A, B and C**.

The Proposal must be organized with headings and order of presentation as listed below.

7.6.2 Company Profile

The Contractor shall provide completed **Appendix A – Company Profile**, clearly identifying full name, addresses, phone numbers, and emails, of the Company. The Proposal should also identify the individual authorized as a signing authority to negotiate the Proposal in the event the Contractor is selected.

7.6.3 Pricing Schedule

The Contractor shall provide completed **Appendix B – Pricing Schedule**, providing the firm price for each conservation area on an individual basis per load of 2,000 gallons, in Canadian Funds, HST

extra. Please provide a breakdown for Haldimand Conservation Area by Pumping Fee and Disposal Fee as there may be a requirement to utilize an onsite septic system.

The Contractor shall provide their HST registration number, or indicate if they operate as a Small Trader with the Federal Government – **Appendix B.**

The Contractor shall provide an emergency service cost if required after normal operating hours - **Appendix B.**

7.6.4 Acknowledgements

The Contractor shall provide completed **Appendix C – Acknowledgements**, confirming any addenda received.

The Contractor must be MOE approved with a valid registration number and provide current Environmental Compliance Approval (ECA) confirmation.

The Contractor must identify the intended treatment facility receiving sewage.

Prices shall remain firm for a period of 30 days from the date of the Proposal Closing.

7.7 Recommendation of Award

The Lowest or any proposal will not necessarily be accepted. *The Authority is under no obligation to accept any proposal or bid.*

Award of the Proposal will require the approval of the Board of Directors of Long Point Region Conservation Authority. The Proposal will be considered at the April 1, 2026 Board Meeting.

8.0 ERRORS AND OMISSIONS

It is understood and agreed that this RFP includes specific requirements and specifications. The Authority shall not be held liable for any errors or omissions in any part in this RFP.

Nothing in the RFP is intended to relieve the Contractor from forming their own opinions and considerations with respect to the matters addressed in the RFP.

There will be no consideration of any claim after submission of Proposals that there is a misunderstanding with respect to the conditions imposed by the Contract.

9.0 PROPOSAL CHECKLIST

The Contractor is responsible for ensuring that the submission is complete, by providing the following in a sealed envelope:

One (1) original to include:

- a. All addenda issued, with original signatures; and
- b. All documentation to address **Section 7.8 “To Include in Proposal”**.

1.2 Appendices (included)

To be completed and submitted with Proposal:

Appendix A – Company Profile

Appendix B – Pricing Schedule

Appendix C - Acknowledgements

Appendix A
COMPANY PROFILE

Company Name _____

Address _____

City/Town _____ Postal Code _____

Phone _____ Email _____

Signing Authority _____

Primary Contact _____

Appendix B

PRICING SCHEDULE

1. PRICING

<u>Haldimand Conservation Area</u>	
per load of 2000 gallons	
Pumping Fee	\$
Disposal Fee	\$
Subtotal	\$
HST	\$
Total	\$

<u>Haldimand Conservation Area</u>	
*onsite	per load of 2000 gallons
Pumping Fee	\$
Subtotal	\$
HST	\$
Total	\$

* The septic system onsite at Haldimand Conservation Area accommodates approximately 9000 gallons per day

<u>Backus Heritage Conservation Area</u>	
per load of 2000 gallons	
Pumping Fee	\$
Disposal Fee	\$
Subtotal	\$
HST	\$
Total	\$

<u>Deer Creek Conservation Area</u>	
per load of 2000 gallons	
Pumping Fee	\$
Disposal Fee	\$
Subtotal	\$
HST	\$
Total	\$

<u>Norfolk Conservation Area</u>	
per load of 2000 gallons	
Pumping Fee	\$
Disposal Fee	\$
Subtotal	\$
HST	\$
Total	\$

<u>Waterford North Conservation Area</u>	
per load of 2000 gallons	
Pumping Fee	\$
Disposal Fee	\$
Subtotal	\$
HST	\$
Total	\$

2. Emergency Service Fees and Response Time

Backus Heritage Conservation Area \$ _____ Response Time: _____

Deer Creek Conservation Area \$ _____ Response Time: _____

Haldimand Conservation Area \$ _____ Response Time: _____

Norfolk Conservation Area \$ _____ Response Time: _____

Waterford North Conservation Area \$ _____ Response Time: _____

3. HST

HST Registration Number is: _____

OR

Operates as a Small Trader with the Federal Government: _____

Dated at _____ this _____ day of _____ 2026.

Firm or Organization Name

Signing Authority

Street Address

Signature

City

Postal Code

Telephone and Fax Number

Appendix C

ACKNOWLEDGEMENTS

I/WE ACKNOWLEDGE that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a Proposal for the same work and is in all respects fair and without collusion or fraud.

I/WE ACKNOWLEDGE that all matters stated in the submitted Proposal are in all respects true.

I/WE CONFIRM our understanding that the submission of this Proposal does not create any legally binding agreement or give rise to any legal obligations being owed by LPRCA.

I/WE ACKNOWLEDGE that I/WE have carefully read Request for Proposal #LP-050-26, and have satisfied ourselves as to the conditions under which the work is to be carried out, and do hereby make an offer with Long Point Region Conservation Authority to provide the necessary services for **Septic Pumping and Disposal Services** at pricing indicated in **Appendix B – Pricing Schedule**.

I/WE ACKNOWLEDGE and warrant that the price submitted shall be firm for a period of thirty (30) days from the date of the Proposal Closing.

Dated at _____ this _____ day of _____ 2026.

Firm or Organization Name

Signing Authority

Street Address

Signature

City

Postal Code

Telephone and Fax Number

Email

Intended treatment facility(ies)

APPENDIX “D”: SEWAGE HAULERS AGREEMENT

THIS AGREEMENT made this _____

day of _____, 2026.

BETWEEN:

LONG POINT REGION CONSERVATION AUTHORITY

Hereinafter “**LPRCA**”

-and-

Hereinafter the “**Service Provider**”

WHEREAS LPRCA owns and operates the _____ Conservation Area and wishes to retain the Service Provider to pump-out, inspect, transport and properly dispose of sewage from the sewage holding tanks (the “**Tanks**”) used at LPRCA Property (the “**Services**”);

AND WHEREAS the Service Provider has agreed to provide the Services to LPRCA;

NOW THEREFORE, this agreement (the “**Agreement**”) witnesseth that in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, LPRCA and the Service Provider (collectively the “**Parties**”) hereby agree as follows:

1. The Services

- A. Scope of Work:** During the term of this Agreement, the Service Provider shall provide the Services which shall include but not be limited to pumping out, transporting and properly disposing of all sewage from the Tanks.
- B. Hours of Availability:** The Service Provider shall provide each Park Supervisor with the Provider’s operating hours.
- C. Response Time:** The term of service is April 20, 2026 to October 15, 2026 and the Service Provider shall provide the Services upon the request of LPRCA.
 - i. If LPRCA submits a request to the Service Provider before 10 a.m., the Service Provider shall attend LPRCA Property and pump out the Tanks by no later than 10 a.m. the next business day.
 - ii. If LPRCA submits a request to the Service Provider after 10 a.m., the Service Provider shall attend LPRCA Property and pump out the Tanks by no later than the end of the next business day.
- a. Quality of Work:** The Service Provider shall provide the Services in a proper, workmanlike and professional manner. Specifically, but without limitation, the Service Provider shall:
 - i. pump out the Tanks as far as possible to ensure they are completely empty;

- ii. ensure that all service vehicles, equipment and accessories used in providing the Services are kept in a clean, tidy, and washed condition;
- iii. properly dispose of all sewage at an approved, licensed, registered and certified dumping site, which complies with all applicable municipal, provincial and federal laws, by-laws, regulations, orders and other requirements; and
- iv. ensure that the caps for the Tanks are properly replaced and placed back on the Tanks after having been pumped out.

2. Invoicing & Payment

- A. Fees:** In consideration for the provision of the Services, LPRCA shall provide payment to the Service Provider in accordance with the rates detailed in the submitted Long Point Region Conservation Area Septic Pumping and Disposal Service Request For Proposal 2026 'Appendix B' (the "**Pricing Schedule**").
- B. Invoice:** The Service Provider shall submit all invoices to LPRCA for the Services provided monthly. All invoices shall be delivered by way of email to lpaccounts@lprca.on.ca and shall clearly identify the Park name, the date and number of loads (2,000 gallons) that was pumped out each day from each park.
- C. Payment Terms:** If approved, LPRCA shall provide payment of the Fees within 30 days of its receipt of an invoice from the Service Provider.

3. Termination

- A. Termination Without Cause:** LPRCA may, at its sole and unfettered discretion, terminate this Agreement, without liability or cause, upon providing the Service Provider with **Thirty (30) Days** written notice.
- B. Termination With Cause:** Should the Service Provider,
 - i. breach any term or provision of this Agreement;
 - ii. fail or refuse to comply with the orders or requests of LPRCA;
 - iii. threaten or permit any conduct, act or omission which, in LPRCA's sole discretion:
 - a. jeopardizes public safety, *poses* a threat to wildlife and/or the environment;
 - b. is likely to cause damage to LPRCA Property, any surrounding property, or any of their respective contents; or
 - c. is likely to unduly increase LPRCA's potential for liability,
 - iv. fail to maintain any insurance required under this Agreement,

then, and in any such case, LPRCA may immediately and without liability terminate this Agreement by providing the Service Provider with written notice. Such termination shall be without prejudice to LPRCA pursuing any additional relief or remedy, which may be available to LPRCA in contract, equity, at law, or otherwise.

4. Rights of LPRCA

A. Exclusive Control: Notwithstanding anything contained in this Agreement, LPRCA Property shall be under the exclusive control and management of LPRCA. Without limitation, LPRCA may, at any time and at its sole and unfettered discretion:

- i. restrict access and/or remove individuals (*including individuals who are employed by or provide services to the Service Provider*) who engage in inappropriate or unprofessional behaviour, which shall be determined by LPRCA at its sole and unfettered discretion; and
- ii. take any and all actions which, in LPRCA's sole and unfettered discretion, are required to avoid jeopardizing public safety, prevent undue damage to LPRCA Property, any surrounding property or their respective contents, prevent LPRCA from being unduly exposed to potential for liability, and/or prevent LPRCA from being associated with offensive conduct and/or ideologies. Such actions include, but are not limited to, temporarily restricting or refusing access to LPRCA Property.

B. Information: LPRCA may at any time and at its sole and unfettered discretion request and obtain any and all information from the Service Provider to confirm compliance with this Agreement, including without limitation information and records pertaining or related to:

- i. All licenses, permits, approvals, and certificates that the Service Provider is required to obtain and maintain to operate its business and provide the Services;
- ii. Staff training;
- iii. Occupational health and safety; and
- iv. Compliance with applicable federal, provincial and municipal statutes, laws, by-laws, regulations, orders, etc.

5. Service Provider Obligations

A. Compliance With All Applicable Laws: In providing the Services, the Service Provider shall comply and take all necessary steps to ensure that all of its employees, agents, representatives and/or contractors comply with all municipal, provincial and federal laws, by-laws, orders, regulations, and requirements as may be applicable to the Service Provider and its provision of the Services including, without limitation:

- i. *The Occupational Health and Safety Act;*
 - ii. *The Environmental Protection Act;*
 - iii. *The Employment Standards Act,*
 - iv. *The Highway Traffic Act;*
 - v. *The Workplace Safety and Insurance Act,*
- and all amendments thereto.

- B. Compliance With LPRCA Policies:** In providing the Services, the Service Provider shall comply and take all necessary steps to ensure that all of its employees, agents, representatives and contractors comply with all applicable LPRCA policies, orders and requests, which LPRCA may update, change or otherwise implement.
- C. Permits, Licenses, Certificates and Approvals:** The Service Provider shall maintain in good standing all required permits, licenses, approvals and certificates required to supply the Services to LPRCA, including, without limitation, a valid Waste Management Systems Approval during operation of Class 1 & 5 sewage systems. Upon request, the Service Provider shall produce to LPRCA proof of such permits, licenses, approvals and/or certificates in a prompt and timely manner.
- D. Subcontractors:** The Service Provider shall not subcontract the provision of the Services to a contractor without first obtaining the express written agreement of LPRCA, which may be reasonably withheld.
- E. Employees and Contractors:** The Service Provider shall ensure that all of its employees, agents, representatives, and contractors are properly trained, licensed, and certified to provide the Services.
- F. Equipment:** The Service Provider shall ensure that all equipment used in the provision of the Services is properly maintained, licensed and certified. Upon request, the Service Provider shall produce to LPRCA proof of such maintenance, licenses, and/or certificates in a prompt and timely manner.
- G. No Property Damage:** The Service Provider shall take all necessary steps to prevent and not cause any damage to LPRCA Property, any surrounding property, and/or their respective contents.
- H. Necessary Repairs:** The Service Provider shall promptly advise LPRCA of any defects in or required repairs to the Tanks or related LPRCA infrastructure.

6. Insurance & Indemnity

- A. Insurance:** During the Term of this Agreement, the Service Provider shall maintain, in good standing;
- Commercial General Liability coverage in amounts of not less than **Two Million Dollars (\$2,000,000)** per occurrence and in aggregate and shall name LPRCA and its officers, directors, agents, representatives and employees as an additional insured in such a manner as to provide the same rights, benefits and coverage afforded to the Service Provider and its officers, directors, agents, representatives and employees.
 - Automobile Insurance in amounts of not less than **Two Million Dollars (\$2,000,000)** per occurrence.

All such insurance shall be to the satisfaction of LPRCA Further, such policies shall provide for no less than **thirty (30) days** written notice to LPRCA of the exercise of any right of cancelation.

- B. WSIB Coverage:** The Service Provider shall maintain worker compensation coverage with the Workplace Safety and Insurance Board (the "**WSIB**") for all of the Service Provider's employees. Prior to the commencement of the provision of the Services and upon further request, proof of such WSIB coverage must be provided to LPRCA in the form of a Clearance Certificate. The Service Provider agrees to accept full and exclusive liability for all payments owing to the WSIB in connection with this Agreement and the provision of the Services, including but not limited to all premiums, assessments, fines, and penalties;

C. DUTY TO DEFEND, INDEMNIFY AND HOLD HARMLESS: THE SERVICE PROVIDER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LPRCA AND ALL OF ITS PAST, PRESENT AND FUTURE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, LAWSUITS, CLAIMS FOR RESTITUTION AND OTHER PROCEEDINGS, JUDGMENTS, CAUSES OF ACTION, FINES, LIABILITIES, CLAIMS FOR LIEN, LIENS, CIVIL OR CRIMINAL PENALTIES AND CHARGES, COSTS AND EXPENSES (*INCLUDING, WITHOUT LIMITATION, INSURANCE DEDUCTIBLES, LEGAL FEES, DISBURSEMENTS AND APPLICABLE TAXES*) ARISING OUT OF ANY PERSONAL INJURIES (*INCLUDING, BUT NOT LIMITED TO EMOTIONAL OR BODILY INJURIES OR DEATH*), PROPERTY DAMAGE, OR CLAIMS FOR PAYMENT OR COMPENSATION TO THE EXTENT SUCH CLAIMS ARISE OUT OF, RESULT FROM OR ARE IN ANY WAY RELATED TO THE SERVICES AND/OR THE SERVICE PROVIDER'S PROVISION OF THE SERVICES INCLUDING, THE NEGLIGENCE, ALLEGED NEGLIGENCE WILLFUL MISCONDUCT AND/OR BREACH OF ANY TERM OR CONDITION OF THIS AGREEMENT BY THE SERVICE PROVIDER OR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR CONTRACTORS.

7. General:

- A. Amendment:** This Agreement may only be amended upon the express written agreement of both parties.
- B. Time:** Time shall be of the essence for the purpose this Agreement.
- C. Independent Legal Advice:** The Parties acknowledge that they have had an opportunity to seek independent legal advice relating to this Agreement. Further, the Parties acknowledge that they understand their respective rights and obligations under this Agreement, and the nature and consequences flowing from this Agreement.
- D. No Partnership/Agency:** The Parties are **independent** contractors with respect to each other as pertains to this Agreement, and nothing herein shall create any association, partnership, joint venture, or other relationship between them. Furthermore, nothing in this Agreement is intended to authorize either Party to act as agent for the other and no Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability, and the exercise of any right or power).
- E. Assignment:** The Service Provider shall not assign any of the Service Provider's rights or delegate any obligations hereunder without the prior written consent of LPRCA. Any purported assignment or delegation without such prior consent shall be null and void and of no force and effect.
- F. Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of Ontario and the laws of Canada applicable therein. Further, any and all disputes arising in connection with this Agreement shall be determined exclusively by courts in Ontario.
- G. Complete Agreement:** This Agreement sets forth the entire Agreement and understanding of the Parties relating to the subject matter contained herein and supersedes all prior discussions or agreements among the Parties, and none of the Parties shall be bound by any previous agreements, negotiations, commitments or writing relating to the subject matter contained herein except as expressly provided in this Agreement. This Agreement may not be amended or supplemented in any manner except by an instrument in writing signed by duly authorized representatives of each of the Parties.
- H. Severability:** Every provision of this Agreement is intended to be severable. If all or any part of any term or provision hereof is illegal, invalid or unenforceable for any reason, such illegality, invalidity or

unenforceability shall not affect the validity or enforceability of the remainder of this Agreement.

- I. **Notice:** Any written notice required to be given under this Agreement will be deemed given the same day if sent by email, or on the third (3rd) business day if sent by registered mail to the other Party as follows:

If to LPRCA:

Attention: Judy Maxwell

Mailing Address: 4 Elm Street, Tillsonburg ON, N4G 0C4

Email: jmaxwell@lprca.on.ca

Telephone No.: 519-842-4242

If to the Service Provider:

Attention: Name, Position

Mailing Address:

Email:

Telephone No.:

IN WITNESS WHEREOF the Parties hereto have executed this Agreement:

Service Provider Name

Long Point Region Conservation
Authority

per: _____

per: _____

Name:

Judy Maxwell

Title:

General Manager

Signature:

Signature:

"I have authority to bind the company"

"I have authority to bind LPRCA"