

THIS AGREEMENT made in triplicate this 3rd. day of JUNE, 1985 A.D.

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town"

OF THE FIRST PART,

- and -

NIAGARA EMPLOYMENT AGENCY INC.

carrying on business under the firm name  
and style of Niagara Recycling,

Hereinafter called "Niagara"

OF THE SECOND PART.

WHEREAS Niagara, a non-profit corporation, proposes to collect and dispose of waste paper, glass bottles and metal cans for recycling purposes and has requested the Town to authorize such collection;

AND WHEREAS the Town has agreed to the proposal, subject to all the terms of this agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutual covenants herein contained, the parties agree with each other as follows:

- (1) Niagara is hereby authorized by the Town to collect, remove and dispose of waste newspaper, glass bottles and metal cans for recycling purposes within the Town of Pelham through a regular curbside collection service.
- (2) Niagara agrees to collect, remove and dispose of waste newspaper, glass bottles and metal cans placed at curbside on a regular basis within the Town. Where possible Niagara will establish depots to service rural areas which are not covered through the curbside program.
- (3) It is understood and agreed by the Town and Niagara that nothing contained herein shall prohibit volunteer or charitable groups such as the Boy Scouts, Churches, etc. from undertaking fund raising drives based on the collecting of newspaper, glass bottles or metal cans, where so authorized by the Town.

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- (4) Remuneration shall be payable by the Town to Niagara for the services described in paragraph (2), at a base rate of \$10.00 per tonne. The above shall be known as a diversion credit and it may be reviewed annually at the Town's discretion.
- (5) Niagara shall provide at its own expense all personnel and equipment required to perform the services described in paragraph (2) and in co-operation with the Town advertising and promotional material as may be required to publicize such services.
- (6) Niagara shall indemnify and save harmless the Town from all loss arising out of any negligent act or omission on the part of Niagara including, but not limited to, failure to perform the services set forth in paragraph (2).
- (7) Niagara shall at its expense provide and maintain public liability and property damage insurance, in which the Town is named as an insured, in the amount of \$2,000,000.00, insuring the Town from all loss, damages, costs, claims and demands for damage to persons or property arising directly or indirectly out of or attributable to the services described in paragraph (2). Proof of such insurance shall be filed with the Clerk of the Town.
- (8) This agreement shall be in force for a term of two years from the date hereof unless sooner terminated under paragraph (9).
- (9) This agreement may be terminated by either party upon sixty days written notice to the other party. Such notice may be delivered personally to any officer of the other party or may be mailed by prepaid ordinary mail to the other party at its last known address, in which case the notice shall be deemed to have been given on the fourth day following the date of mailing.
- (10) It is understood and agreed that for all purposes of this agreement, Niagara shall be considered an independent contractor and not a servant or agent of the Town.

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IN WITNESS WHEREOF the Parties hereto have hereunto set their Corporate Seals  
by the hands of their respective proper officers duly authorized in that  
behalf.

SIGNED, SEALED AND DELIVERED

- In The Presence Of -

( THE CORPORATION OF THE TOWN OF PELHAM

(

( E. G. Bergenstein

( MAYOR

(

( Murray Herbert

( CLERK

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( NIAGARA EMPLOYMENT AGENCY INC.

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( L. G. Haven

( CHAIRMAN OF THE BOARD

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( Robert Muir

( SECRETARY

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