

**THE CORPORATION OF THE CITY OF WELLAND
THE CORPORATION OF THE TOWN OF GRIMSBY
THE CORPORATION OF THE CITY OF PORT COLBORNE
THE CORPORATION OF THE CITY OF NIAGARA FALLS
THE CORPORATION OF THE TOWN OF LINCOLN
THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE
THE CORPORATION OF THE TOWN OF PELHAM
THE CORPORATION OF THE CITY OF THOROLD
THE CORPORATION OF THE TOWNSHIP OF WAINFLEET**

- and -

NIAGARA EMPLOYMENT AGENCY INC.

Collection Agreement

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THIS AGREEMENT made as of the day of , 1992.

B E T W E E N:

**THE CORPORATION OF THE CITY OF WELLAND
THE CORPORATION OF THE TOWN OF GRIMSBY
THE CORPORATION OF THE CITY OF PORT COLBORNE
THE CORPORATION OF THE CITY OF NIAGARA FALLS
THE CORPORATION OF THE TOWN OF LINCOLN
THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE
THE CORPORATION OF THE TOWN OF PELHAM
THE CORPORATION OF THE CITY OF THOROLD
THE CORPORATION OF THE TOWNSHIP OF WAINFLEET**

(hereinafter collectively referred to as "Area Municipalities")

- and -

NIAGARA EMPLOYMENT AGENCY INC., a corporation duly incorporated pursuant to the laws of the Province of Ontario operating as Niagara Recycling

(hereinafter referred to as "Niagara")

WHEREAS the Area Municipalities recognize the requirement to divert materials from landfill sites within the Region of Niagara through the reduction, reuse and recycling of waste;

AND WHEREAS the Area Municipalities have determined that in order to divert materials from landfill sites, Niagara shall be engaged to perform certain collection services, as hereinafter defined;

AND WHEREAS Niagara has agreed to perform such services on and subject to the terms and conditions contained in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained and upon the terms and conditions expressed herein, the parties hereto agree with each other and their respective administrators, successors and assigns as follows:

I. DEFINITIONS

- A. "Annual Operating Budget" shall mean Niagara's forecast of all gross operating costs and revenues for a fiscal year of operating the Recycling Program. The Annual Operating Budget shall reflect the level of services as defined in this Agreement unless otherwise directed by the Area Municipalities and agreed to by Niagara.
- B. "Area Municipalities" shall mean all of the following acting jointly pursuant to an agreement between them dated the day of 1992:

1. The Corporation of the City of Welland
 2. The Corporation of the Town of Grimsby
 3. The Corporation of the City of Port Colborne
 4. The Corporation of the City of Niagara Falls
 5. The Corporation of the Town of Lincoln
 6. The Corporation of the Town of Niagara-on-the-Lake
 7. The Corporation of the Town of Pelham
 8. The Corporation of the City of Thorold
 9. The Corporation of the Township of Wainfleet
- C. "area municipality" or "area municipalities" shall mean one or more of the Area Municipalities.
- D. "Basic Contract Fee" shall mean the fee payable by the Area Municipalities to Niagara for the provision of the Basic Recycling Service;
- E. "Basic Recyclable Materials" shall mean newspaper, glass, steel and aluminum cans, PET containers, telephone books and glossy magazines (which without restricting the generality of the foregoing include old newspaper, mixed pop, food and PET containers and mixed cullet).
- F. "Basic Recycling Service" shall mean the collection and marketing of the Basic Recyclable Materials under the "Current Curbside Blue Box Program" from residential dwellings, in the Area Municipalities as set out in Schedule "D".
- G. "Garbage Collection Day" shall mean the day or days of the week on which municipal garbage collection service is made available for occupants of premises as described in the Garbage Collection by-laws of the particular area municipality, and as prescribed by notice given by the area municipalities to said occupants. Statutory holidays and the corresponding adjusted garbage collection day will be observed according to the holiday garbage collection notices published by each of the area municipalities in which collections occur. Municipal garbage collection service means the program authorized by the particular council of the particular area municipality which governs the collection of garbage within the area municipality.
- H. "Niagara" shall mean Niagara Employment Agency Inc. operating as Niagara Recycling being a non share capital corporation duly incorporated pursuant to the *Corporations Act*.
- I. "Recyclable Materials" shall mean and include all Basic Recyclable Materials together with but not limited to all film plastics, fine paper, corrugated cardboard, mixed rigid plastics and any and all other materials that the parties hereto agree are to be considered Recyclable Materials.
- J. "Recycling Collection Vehicles" shall mean vehicles operated by Niagara for the collection of Recyclable Materials.

- K. "Recycling Containers" shall mean receptacles provided by Niagara or the Area Municipalities or purchased by the generator of Recyclable Materials, used for the purpose of placing Recyclable Materials for collection, including, but not limited to, Blue Boxes, blue bags, clear bags, 90 gallon rollout containers, lugger boxes and barrels.
- L. "Recycling Facility" shall mean the premises occupied by Niagara together with all equipment and fixtures located at 55 Oakdale Avenue, St. Catharines, and shall include any and all such other premises occupied by Niagara during the term of this Agreement.
- M. "Recycling Program" shall mean those activities required to provide the residents of the Area Municipalities with collection of Recyclable Materials.
- N. "Recycling Service" shall include but not be limited to:
 - 1. The collection of Recyclable Materials from the Area Municipalities including but not limited to the Basic Recycling Service.
 - 2. The provision of any and all financial information required by the Area Municipalities to enable the Area Municipalities to fulfil its financial reporting obligations.
- O. "Residue" shall mean the waste received by Niagara from the collection of the Recyclable Materials pursuant to this Agreement which is not recyclable and must be transported to landfill sites for disposal.

II. SCHEDULES

- A. List of Assets Owned by Niagara.
- B. Financial Statements dated March 31, 1992.
- C. Supplementary Letters Patent of Niagara.
- D. Frequency of Service & Materials Collected.

III. PROVISION OF SERVICES

- A. The Area Municipalities hereby employ Niagara to collect Recyclable Material placed for collection at a time and location that is consistent with each of the area municipalities' garbage collection by-laws. Subject to the foregoing, Niagara agrees to provide the Basic Recycling Service to the Area Municipalities.
 - 1. The parties hereto agree that Niagara has commenced the collection of Recyclable Material by providing the Basic Recycling Service from the 1st day of April, 1992.
 - 2. The Area Municipalities and Niagara agree that Niagara shall implement the collection of Recyclable Materials over and above the Basic Recyclable Materials at such times and from time to time and at such additional costs as Niagara and the area municipality may mutually agree.

IV. TERM OF CONTRACT

- A. This contract shall commence on the 1st day of April, 1992, and be for a period of two (2) years terminating on the 31st day of March, 1994. Provided that the parties may in writing extend the term of the contract or renew the contract for any period or periods as they may mutually agree.
- B. Provided that upon six months written notice to Niagara, which notice cannot be effective until after the 30th day of September, 1993, an area municipality may terminate this agreement.

V. RESPONSIBILITY OF NIAGARA

- A. Niagara covenants and agrees as follows:
 - 1. Collections
 - a. To undertake collection of the Basic Recyclable Materials or as many of them as the Area Municipalities may direct as set out in Schedule "D" attached hereto or such other day or days as Niagara and the area municipality may mutually agree;
 - 2. New Sector
 - a. To expand the collection of Recyclable Materials to those areas of the Area Municipalities not served prior to the commencement of this Agreement in accordance with schedules and timetables which may be agreed to by Niagara and the Area Municipalities from time to time and, which, upon agreement, shall form part of this Agreement;
 - 3. New Material
 - a. In conjunction with the Area Municipalities to expand the collection to include Recyclable Materials other than the Basic Recyclable Materials;
 - 4. Routing
 - a. To organize recycling collection services routing and scheduling for all Area Municipalities, including scheduling adjustments dictated by Statutory Holidays, with the approval of the Area Municipalities;
 - 5. Route Changes
 - a. To consistently follow the same daily routes for the Recycling Collection Service and to change the said routes only with prior knowledge and consent of the Area Municipalities. Recycling Collection Service will be commenced at the same hour each day in

accordance with the garbage set out time as described in the garbage collection by-laws of the Area Municipalities in which collections occur, subject, however, to extreme weather conditions and other circumstances beyond the control of Niagara;

6. Comportment

- a. To conduct the recycling collection service in a manner that will encourage citizen participation in the Recycling Program. In particular, Niagara will interact with the general public in a professional, friendly manner and attempt to answer all inquiries regarding the Recycling Program;

7. Due Care

- a. To exercise due care for all equipment and Recycling Containers supplied by the Area Municipalities. Specifically, with respect to blue boxes, when Recyclable Materials have been removed, the blue box will be returned to the curbside or roadside and placed open end down with the exception of those occasions when non-recyclables must be left in the blue box as per Section V.A.10.a.(3) of this Agreement) in which case the blue box will be returned open end up with non recyclables placed in the blue box;

8. Weighing

- a. When requested to do so by any of the area municipalities, to weigh Recyclable Materials collected within the said area municipalities, at a weigh scale agreed to by the area municipalities and Niagara prior to delivery of the Recyclable Materials to the Recycling Facility;

9. Development

- a. To actively develop and implement, in cooperation with the Area Municipalities, expansion of the collection of Recyclable Materials and to deliver and place appropriate Recycling Containers at all residences or establishments identified by the Area Municipalities;

10. Quality

- a. To exercise quality control at the point of collection. Recognizing that Niagara is currently operating a co-mingled collection and processing program, the Area Municipalities shall request changes in the method of collection only if deemed necessary to achieve a notable improvement in operating efficiency and/or product quality and/or a reduction in

waste for disposal. Quality control may include, but is not limited to, the following:

- (1) sorting of Recyclable Materials into designated Recycling Collection Vehicle compartments allocated to specific Recyclable Materials and designated to eliminate cross contamination of Recyclable Materials. Niagara and the Area Municipalities will mutually determine the need for any increases or decreases in the number of designated Recycling Collection Vehicle compartments;
- (2) sorting of glass into colour categories if and as necessary to meet market specifications; and
- (3) performing a visual inspection of the contents of a Recycling Container and, if so required, physically sorting Recyclable Materials from non-recyclables and placing non-recyclables back in the Recycling Container, accompanied by a notice supplied by Niagara and previously approved as to form by the Area Municipalities.

11. Local Office

- a. to maintain an office and telephone within the Regional Municipality of Niagara at all times during normal business hours so that complaints and inquiries may be received and processed by Niagara. Specifically, the Area Municipalities and Niagara agree that for the purpose of this Agreement, the hours of 9 a.m. to 5 p.m., Monday through Friday, constitute "normal business hours". Further, Niagara agrees that telephone inquiries during normal business hours will be answered directly by its staff and not by mechanical means, at Niagara's published number. The telephone number of Niagara will be published on all applicable promotional material produced by the Area Municipalities;

12. Records

- a. to maintain proper financial records prepared in accordance with generally accepted accounting principles with respect to all matters related to the Area Municipalities. Annual audited financial statements will be submitted to the Area Municipalities no later than June 30th of the next fiscal year of Niagara, and in any event, no later than 90 days after the end of Niagara's fiscal year. The books of Niagara will be open to audit by the Area Municipalities. Niagara agrees to provide any and all information required by the Area Municipalities to support its claims for subsidy for the Recycling Program;

13. Worker's Compensation Board

- a. to comply with the provisions of the *Worker's Compensation Act* and to provide the Area Municipalities with a Certificate of Clearance upon execution of this Agreement;

14. Scavenging

- a. to not pick over, interfere with, remove or scatter non-recyclables set out for municipal garbage collection;

15. Indemnity

- a. (1) Niagara shall indemnify and save harmless the Area Municipalities receiving the recycling collection service from losses, damages, expenses, actions, causes of actions, suits, claims, demands and costs whatsoever which may arise either directly or indirectly by reason of any failure, neglect or refusal by Niagara to comply with this Agreement, or arising out of performance or non performance of the terms of this Agreement by Niagara and its employees, servants, agents or contractors, except to the extent that such liability for damage was caused by any failure, neglect or refusal by the Area Municipalities to comply with this Agreement, or arising out of the performance or non performance of the terms of this Agreement by the Area Municipalities or any of its employees, servants, agents or contractors;
- (2) without restricting the generality of the foregoing, its is understood and agreed that the Area Municipalities receiving the recycling collection service shall not be liable for damages to any third party for bodily injury or property damages caused by any accident by Niagara or otherwise, while receiving transporting or processing Recyclable Materials or while engaged in work for or on behalf of the Area Municipalities, pursuant to this Agreement, causing either damage or injury through the negligence of Niagara, its employees, servants, agents, or contractors and whether or not the same shall be reason of an accident by or with any trailer or motor vehicle or other vehicle and Niagara hereby covenants and agrees with the Area Municipalities to indemnify and save harmless the Area Municipalities of and from all claims or demands howsoever arising caused by any of the acts of negligence or otherwise of the employees of Niagara or by Niagara referred to in this paragraph, except to the extent that such liability for damage was caused by the negligent act or omission of the Area Municipalities its employees, servants, agents or contractors;

16. Assignment

- a. not to assign or subcontract in part or in whole this Agreement without the prior written consent of the Area Municipalities;

17. Expansion

- a. to participate with the Area Municipalities in the continuing expansion and development of the Recycling Program in the Regional Municipality of Niagara, accommodating the addition of other Recyclable Materials, expansion of the Recycling Program to other than the areas served by the Basic Recycling Service, adoption of more cost effective recycling collection services in rural areas or adoption of methodologies or technologies that are more cost effective, user oriented or appropriate;

18. Insurance

- a. to purchase and maintain in force, at its own expense, and to pay all deductibles, the following policies of insurance, payable in relation to claims during the currency of the agreement, the following policies of insurance which policies shall be in a form acceptable to the Area Municipalities and to deliver to the Area Municipalities, upon the execution of this Agreement, a certificate of these policies originally signed by an authorized agent of the insurance company being delivered to the Area Municipalities upon execution of this Agreement:

- (1) Commercial General Liability in the amount of not less than Two Million (\$2,000,000) dollars per claim or occurrence with:

- (a) Those Area Municipalities receiving collection service added as additional named insureds;
- (b) Provisions for cross-liability as between Niagara and the Area Municipalities receiving recycling collection service, blanket contractual liability, owner's/contractor's protective liability; completed operations liability; contingent employer's liability, premises and operations liability; Broad Form Property Damage; Occurrence Property Damage; liability with respect to non owned licensed vehicles including Standard Contractual Liability Endorsement; and personal injury liability arising out of false prosecution, libel, slander, defamation of character, invasion of privacy or wrongful eviction;
- (c) Not less than thirty (30) days' prior written notice to the Area Municipalities of any cancellation, termination, expiry or amendment of or change to the policy.

- (2) Standard Automobile Liability in an amount of not less than Two Million (\$2,000,000) dollars per claim or occurrence;

19. Observance of Laws

- a. to observe, abide by and comply promptly with the laws of the Province of Ontario and with all requirements of all municipal and licensing authorities, including but not limited to the Ministry of the Environment, Ministry of Labour, and all other lawful authorities respecting the services to be provided by Niagara under this Agreement. Niagara shall also obtain all appropriate certificates, approvals and licenses;

20. Access to Recycling Facility

- a. to permit the Area Municipalities or its representatives free access, upon reasonable notice, to the Recycling Facility to inspect the operations of Niagara to satisfy itself that Niagara is conducting its business in a proper manner in accordance with this Agreement;

21. Amendment of Letters Patent

- a. to amend its existing Letters Patent to provide that upon the dissolution, liquidation or winding-up of Niagara that its assets shall be distributed to the Area Municipalities and that it will not amend this term of its Letters Patent without the prior written consent of the Area Municipalities.

VI. RESPONSIBILITY OF AREA MUNICIPALITIES

A. The area municipalities covenant and agree as follows:

1. Promotion

- a. to promote citizen participation in the Recycling Program and to consult with Niagara in the development and distribution of effective promotional materials and strategies;

2. Initiation

- a. to initiate expansion of the Recycling Program to other than those areas served by the Basic Recycling Service through research and field work and to work cooperatively with Niagara to introduce said new sectors. The area municipalities agree to make first contact with all new sectors requiring logistical consideration, capital expense and/or permissive authority in order to commence with the recycling collection service;

9. Enforcement

- a. to enforce recycling policies and procedures adopted by the area municipalities; and

10. Completion of Agreements

- a. to complete an agreement between all of the area municipalities facilitating the Recycling Program and the duties and responsibilities under this Agreement.
- b. to complete an agreement with Niagara to provide for the processing and marketing of Recyclable Materials for a term of five (5) years commencing April 1, 1992.

VII. PROCESS RESIDUES

- A. The Area Municipalities and Niagara agree that both parties shall use their best efforts to minimize the quantity of waste present in the Recyclable Material, however, it is acknowledged by the parties that from time to time the Recyclable Material will include waste and the Area Municipalities shall have no liability to Niagara in connection therewith.
- B. Niagara may dispose of its residual waste at the applicable municipal tipping fee rate account at locations designated by the Area Municipalities.

VIII. COMPENSATION

- A. Compensation shall be only for services as defined by Article III this Agreement. Niagara assumes responsibility for expenses incurred as a result of activities other than those contained herein, including, but not limited to, training programs, private contracts and special projects.
- B. During each year of the term of this Agreement, the area municipalities shall pay to Niagara a contract fee based on Niagara's Annual Operating Budget. The contract fee for the year 1992 shall be One Hundred and Seventeen Dollars and Fifty-Four Cents (\$117.54). The said contract fee is the cost per tonne to provide the Basic Recycling Service.

Should any of the area municipalities require Niagara to provide more than the Basic Recycling Service then Niagara and the area municipalities shall agree upon the additional contract fee to be paid by the area municipalities to Niagara for any additional services.

- C. Each area municipality agrees to pay Niagara the Basic Contract Fee and any additional contract fees on the 30th day following the date of the receipt of the invoice by the particular area municipality.

- D. Niagara shall submit its Annual Operating Budget for each year, on or before the 31st day of January of the year immediately preceding the year for which the Annual Operating Budget is to be applied or such other date as the Area Municipalities may direct. The Annual Operating Budget shall set out a contract fee based upon the collection services provided by Niagara to the Area Municipalities and the tonnage of material collected by Niagara for each area municipality together with the justification for any change of the 1992 contract fee. The contract fee for each year of this contract shall be the 1992 contract fee together with any change which is approved by the Area Municipalities after consideration of the Annual Operating Budget.
- E. Niagara shall report quarterly (for the quarters ending at the end of March, June, September and December) its performance compared to the Annual Operating Budget to the Area Municipalities. The said reports shall also include verification and full details of all deliveries of Recyclable Materials for the preceding reporting period, including, but not limited to, the quantities received by end users, revenues from sales, weight of discarded process residues and actual operating expenses incurred by Niagara.
- F. If the quarterly reports referred to in VIII.E. herein reveals a serious cash flow problem resulting from revenues being lower than forecasted or unforeseen costs exceeding expenses projected in the Annual Operating Budget, with no corresponding reduction or increase in service levels, the Area Municipalities shall present options for addressing the problem to Niagara. The Area Municipalities agree that it is the intention of the parties to operate the Recycling Program on a cost basis for the Area Municipalities and, accordingly, any serious cash flow problem experienced shall be financed on an interim basis by the Area Municipalities in shares proportionate to the services provided by Niagara to the area municipality.
- G. In the event the actual operating costs of Niagara are less than the contract fees received, Niagara shall report the resulting surplus to the Area Municipalities by the 30th day of June and shall either remit the said surplus back to the Area Municipalities or apply the said surplus in a manner in which the Area Municipalities may direct.

IX. PRIVATE RECYCLING CONTRACTS

- A. The Area Municipalities recognize the autonomy of Niagara to negotiate and enter into private recycling contracts ("Private Contracts") outside the mandate of this agreement. Niagara agrees to engage in Private Contracts only if:
 - 1. the Private Contracts do not compromise the Area Municipalities' mandate or conflict with Niagara's obligation under this Agreement;
 - 2. Recyclable Materials collected and/or received via private contracts do not contaminate those of the Area Municipalities' Recycling Program; and
 - 3. Niagara submits to the Area Municipalities for approval details outlining how Recyclable Materials and revenues from private contracts will be kept separate from those comprising the Recycling Program, with assurance that the Area Municipalities will not incur any charges or costs attributable to tonnages generated by Private Contracts.

X. REPRESENTATIONS AND WARRANTIES

- A. Niagara covenants, represents and warrants as follows and acknowledges that the Area Municipalities are relying upon such covenants, representations and warranties in connection with this Agreement:
1. Niagara has been duly incorporated and organized and is validly subsisting and in good standing under the Laws of the Province of Ontario. It has the corporate power to own or lease property;
 2. this Agreement has been duly executed and delivered by Niagara and is a valid and binding obligation of Niagara, enforceable according to its terms; and
 3. all statements contained in the Schedules attached hereto are true and correct as at the date of this Agreement.
- B. The parties hereto further covenant and agree as follows:
1. that the failure of either party, at any time, to require performance by the other party of any provisions hereof shall in no way affect the full right to require such performance at any time thereafter; nor shall a waiver by either party of any breach of the provisions hereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of the provision itself;
 2. that the entire terms of this Agreement are set out herein and no verbal representations or agreements, shall alter, change or modify the terms and provisions of this Agreement. No change or modification of this Agreement shall be valid unless it is in writing and signed by each party hereto;
 3. this Agreement is the entire Agreement between the parties hereto and is intended to replace and supersede any and all previous agreements whether written or oral between Niagara and any of the other parties hereto; and
 4. subject to Article XV this Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, subcontractors and assigns of each of the parties hereto.

XI. NOTICE

- A. Any notice required or contemplated by any provision of this Agreement must be written and shall be deemed sufficiently given if delivered in person to either party or if posted in a sealed envelope in the Province of Ontario by registered mail addressed as follows:
1. if to the Area Municipalities:

City Hall
4310 Queen Street
NIAGARA FALLS, Ontario
L2E 6X5

Attention: Andy Lamb

and to:

SULLIVAN MAHONEY
Barristers & Solicitors
P.O. Box 1360
40 Queen Street
ST. CATHARINES, Ontario
L2R 6Z2

Attention: Tom Richardson

2. if to Niagara:

55 Oakdale Avenue
ST. CATHARINES, Ontario
L2P 2L3

Attention: Brian McMullan

and to:

HEELIS WILLIAMS LITTLE & CULLITON
Barristers & Solicitors
14 Church Street
P. O. Box 1056
ST. CATHARINES, Ontario
L2R 7A3

Attention: Robert B. Culliton

XII. DISPUTES

- A. Without, in any way, affecting the rights of the parties as herein provided, any dispute between the Area Municipalities and Niagara in relation to this Agreement may be referred to arbitration by either the Area Municipalities or Niagara.
- B. The arbitration shall be heard by a single arbitrator.
- C. In the event that the parties are unable to agree on an arbitrator, either party may make an application to the Ontario Court (General Division) pursuant to Section 8 of the *Arbitrations Act* R.S.O. 1990, chapter A-24, as amended from time to time for the selection of an arbitrator, and the provisions of the *Arbitrations Act* shall govern such selection.
- D. No person shall be appointed to act as an arbitrator who is, in any way, interested, financially or otherwise in the conduct of the work of the Agreement or in the business or other affairs of either the Area Municipalities or Niagara.

- E. The arbitrator shall proceed to hear the submissions of the parties and shall render his award within thirty (30) days of hearing the submissions.
- F. The award of the arbitrator shall be final and binding upon the parties subject to the right of either party to bring an application to set aside the award.
- G. Each party shall pay its costs of the arbitration, including all witnesses and counsel fees. Each party shall be responsible for fifty percent (50%) of the arbitrators fee.
- H. Except as provided herein, the provisions of the *Arbitrations Act*, R.S.O. 1990, chapter A-24, as amended from time to time, shall apply to the arbitration.

XIII. EARLY TERMINATION

In addition to the right of the Area Municipalities to terminate this Agreement pursuant to paragraph IV.B.:

- A. The parties hereto agree that the Area Municipalities may, in its sole discretion, terminate this Agreement without notice or delay upon the happening of any of the following events:
 - 1. Niagara becomes insolvent or generally unable to pay its debts as they become due;
 - 2. Niagara makes an assignment in bankruptcy;
 - 3. the Area Municipalities receive written notice from Niagara of its inability to perform its responsibilities and obligations under this Agreement; or
 - 4. Niagara commence procedures to wind-up the corporation or surrender its Letters Patent.
- B. The parties hereto agree that the Area Municipalities shall have the exclusive option of terminating this Agreement at any time by reason of:
 - 1. any fraud or dishonesty of any officer, employee, agent or servant of Niagara for which there has been no satisfactory remedial action taken by Niagara within seven (7) days of being notified thereof in writing by the Area Municipalities; or
 - 2. any substantial breach of this Agreement by Niagara that continues unremedied after the expiry of thirty (30) days from the receipt of written notice from the Area Municipalities of the substantial breach of this Agreement by Niagara.

upon giving Niagara at least thirty (30) days prior written notice of the Area Municipalities' exercise of this option to terminate.

XIV. RELATIONSHIP OF THE PARTIES

- A. Nothing contained herein shall be construed to mean that the Area Municipalities and Niagara are partners or joint venturers or have any relationship other than that of principal and independent contractor.

XV. ASSIGNMENT

- A. Niagara shall have no right to assign its obligations under this Agreement without the prior written consent of the Area Municipalities.

XVI. TIME OF THE ESSENCE

- A. Time shall, in all respects, be of the essence hereof.

XVII. PROPER LAW

- A. This Agreement shall be governed by the laws of Ontario and the laws of Canada applicable therein.

XVIII. FORCE MAJEURE

- A. No party to this Agreement shall be liable to any other party and no party to this Agreement shall be deemed in default under this Agreement, for any failure or delay to perform any of its obligations or responsibilities caused by or arising out of any act not within the control of the party excluding a lack of funds, but including, without limitation, acts of God, strikes, lockouts or other industrial disputes, acts of the public enemy, riots, fire, storm, flood, explosions, federal or provincial governmental restrictions, unavailability of equipment or other causes whether of the kind enumerated above or otherwise, which is not reasonably within the control of the party. No right of a party shall be affected by failure or delay of the party to meet any terms of this Agreement, which failure or delay is caused by one of the events above referred to and, accordingly, all times provided for in the Agreement shall be extended for a period commensurate with the period of delay and, in so far as possible, the party affected shall take all reasonable steps to remedy the delay caused by the events above referred to, provided, however, that nothing contained in this paragraph shall require any party to settle any industrial dispute.
- B. In the event of a market collapse or a significant interruption thereof for a specific Recyclable Material or Recyclable Materials, the parties agree that Niagara and the Area Municipalities will make all reasonable efforts to direct said Recyclable Materials to alternate market outlets. The Area Municipalities may also direct Niagara to arrange for interim storage, additional baling or compaction, long distance haulage to appropriate market outlets, or disposal of the Recyclable Materials. The Area Municipalities will be responsible for shipping, storage or operating costs incurred beyond those which would form part of Niagara's approved Annual Operating Budget.

In extreme cases, where the Area Municipalities deem it necessary, the Area Municipalities may direct Niagara to curtail its activities. If activities are so curtailed, the Area Municipalities and Niagara shall agree upon an adjustment of the contract fee, and enact such adjustment accordingly, during the curtailment period.

- C. In the event that no reasonable alternate market outlet exists, the Area Municipalities shall determine the appropriate means of final disposition of the Recyclable Materials. The Area Municipalities will be responsible for the related disposition costs incurred beyond those which form part of Niagara's approved Annual Operating Budget.

XIX. ASSETS

- A. The Area Municipalities and Niagara agree that Schedule "A" attached hereto details the ownership and status of all current assets used by Niagara under this Agreement. Title to said current assets is and shall remain with the owners described in said Schedule "A". This Schedule will be reviewed jointly by the Area Municipalities and Niagara and revised as necessary to reflect equipment obsolescence, new acquisitions and modifications to the projected operating plan.
- B. The parties hereto agree that any assets which are purchased during the term of this Agreement for use by Niagara in providing the Recycling Services to the Area Municipalities shall be beneficially owned by the Area Municipalities, and the Area Municipalities agree to make those assets available to Niagara for its exclusive use in performing its obligations pursuant to this Agreement. The vehicles purchased pursuant to this agreement are to be used solely for the benefit of the Area Municipalities.
- C. Niagara agrees that it will not dispose of any of its collection vehicles set out in Schedule "A" without the prior written consent of the Area Municipalities.

XX. HEADINGS

- A. Headings of articles and sections hereof are inserted for a convenience of reference only and shall not affect the construction and interpretation of this Agreement.

XXI. FORMALITIES

- A. It is agreed that this Agreement shall be read with such changes of gender, number, and corporate status as context may require.

XXII. FURTHER ASSURANCES

- A. Each of the parties shall, from time to time, and at the request of the party requesting the same do all such further acts and things and execute and deliver such further instruments and documents as may be necessary or desirable to give effect to this Agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement by their proper authorized officers in that behalf as of the date first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of)
)
) **THE CORPORATION OF THE CITY OF WELLAND**
) Per:
)
) _____
)
)
) **THE CORPORATION OF THE TOWN OF GRIMSBY**
) Per:
)
) _____
)
)
) **THE CORPORATION OF THE CITY OF PORT**
) **COLBORNE**
) Per:
)
) _____
)
)
) **THE CORPORATION OF THE CITY OF NIAGARA**
) **FALLS**
) Per:
)
) _____
)
)
) **THE CORPORATION OF THE TOWN OF LINCOLN**
) Per:
)
) _____
)
)
) **THE CORPORATION OF THE TOWN OF NIAGARA-ON-**
) **THE-LAKE**
) Per:
)
) _____
)
)
)

) **THE CORPORATION OF THE TOWN OF PELHAM**
) Per:
)
) _____
)
)
) **THE CORPORATION OF THE CITY OF THOROLD**
) Per:
)
) _____
)
)
) **THE CORPORATION OF THE TOWNSHIP OF**
) **WAINFLEET**
) Per:
)
) _____
)
)
) **NIAGARA EMPLOYMENT AGENCY INC.**
) Per:
)
) _____
)
)
)

SCHEDULE "A"

List of Assets Owned by Niagara

<u>FIXED ASSETS</u>	<u>FINANCING</u>
1. Office Equipment <ul style="list-style-type: none">- furniture and office equipment- photocopier- computer/printers/network system	
2. 1 - Bobcat Skid Steer Loader @ \$25,000.00	
3. Sortator (Tin/Aluminum & Glass) (including can flattener)	
4. Aluminum Biscuiter	
5. Steel Densifier	
6. Scale	
7. 2 - Forklift - rented "Clark"	Crusader Leasing
8. 8 - Self Dumping Bins	
10 - Wooden Bins	
10 - Plastic Bins	
8 - Roll-off Containers - 4 x 40 yard	
- 4 x 30 yard	
7 - Roll-off Containers - 50 Yard Dumpster	
9. Paper Handling System - Parsons-Shaw Recycling Sorting System	National Bank
10. John Deer 244B Loader	National Bank
John Deer 244B Loader	A H Van Camp
11. Perforator	
12. Baler	Hanna Paper
13. Floor Sweeper	

TRUCK INFORMATION -- 1992

<u>Truck #</u>	<u>Year</u>	<u>Make</u>	<u>Plate #</u>	<u>Serial Number</u>	<u>Leased From</u>	<u>Payment</u>	<u>Insurance</u>	<u>Plates</u>
Curbside								
4	89	Intn'l	TF5996	1HTLDTVROKH650092	National Bank	2125.00	2155	592
5	85	Intn'l	TF8838	1HTKCHXL9FHA18791			1954	549
6	85	Intn'l	TF8839	1HTLCHXL7FHA18630	G.E. Capital	550.51	1954	549
7	86	Intn'l	OW6883	1HTLCHXL3GHA43848			2006	549
8	88	Intn'l	OZ6787	1HTLDZZR6JH594607	National Bank)	3765.00	2213	592
9	88	Intn'l	OZ6824	1HTLDZZRXJH594609	National Bank)		2213	592
10	88	Intn'l	OZ6823	1HTLDZZR8JH594608	National Bank)		2213	592
11	88	Intn'l	OZ6825	1HTLDZZR6JH594610	National Bank)		2213	592
12	89	Intn'l	RT3212	1HTLDZZR6KH678489			2272	592
14	89	Intn'l		1HTLBZZRXKH667415	Port Colborne	\$1+R&M		
15	90	Intn'l	VB1458	1HTSDZZN9LH262589	National Bank	2463.74	2213	592
18	91	Intn'l	VM9763	1HTSDZ4N5MH290110			2272	592
19	91	Intn'l	VR9904	1HTSDZ4N3MH290123	National Bank)	3968.66	2098	592
20	91	Intn'l	VR9918	1HTSDZ4N5MH290124	National Bank)		2098	592
22	88	Ford	XD5269	1FDXJ75A2JVS1750			1917	
23	91	Intn'l		New Vehicle--information to be provided				

HAULAGE TRUCKS

2	89	Mack	RT1494	2M2B179C7KC004078	Lyons Leasing	3007.80	2705	1068
21	89	Mack	TF5959	2M2B179C5KC004371	Lyons Leasing	3422.00	1800	1510
		Ali Tailer	F56075	2A91FS325KH005013			742	

COMMERCIAL TRUCKS

		Van						
3	80	Intn'l	LW5203	AA185KCA1685			1167	549
16	85	Intn'l	VB1911	HTLDTVVR3FHA59408	G.E. Capital	550.51	1387	937
17	89	GMC	VK1460	2GDJG31J5K4510046	Neal Pontiac	628.24	1387	139

SCHEDULE "B"

NIAGARA EMPLOYMENT AGENCY INC.

Financial Statements
for the Year Ended March 31, 1992
and Auditors' Report to the Trustees

NIAGARA EMPLOYMENT AGENCY INC.

FINANCIAL STATEMENTS

MARCH 31, 1992

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Statement of Revenue and Surplus	2
Balance Sheet	3
Statement of Changes in Financial Position	4
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171 Division Street.
P.O. Box 9.
Welland, Ontario L3B 5N9
(416) 735-2140
(416) 384-9635
FAX (416) 735-4706

AUDITORS' REPORT

To the Trustees of
Niagara Employment Agency Inc.:

We have audited the balance sheet of Niagara Employment Agency Inc. as at March 31, 1992 and the statement of revenue and surplus and changes in financial position for the year then ended. These financial statements are the responsibility of the Agency's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform an audit to obtain reasonable assurance whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

In our opinion, these financial statements present fairly, in all material respects, the financial position of the Agency as at March 31, 1992 and the results of its operations and the changes in its financial position for the year then ended in accordance with generally accepted accounting principles.

Durward Jones Barkwell & Company

Chartered Accountants

May 5, 1992

NIAGARA EMPLOYMENT AGENCY INC.

STATEMENT OF REVENUE AND SURPLUS

YEAR ENDED MARCH 31, 1992

	<u>1992</u>	<u>1991</u>
REVENUE		
Sales	\$1,261,532	\$1,135,025
Provincial operating grants	3,170	99,692
Municipal diversion credits	1,343,826	988,425
Warehouse rental	-	8,960
Processing fees	252,965	51,757
Other	<u>53,849</u>	<u>-</u>
	2,915,342	2,283,859
OPERATING EXPENSES - Page 10	<u>2,107,474</u>	<u>2,496,253</u>
EXCESS OF REVENUE OVER EXPENSES (EXPENSES OVER REVENUE) BEFORE DEPRECIATION AND AMORTIZATION AND OTHER ITEMS	807,868	(212,394)
DEPRECIATION AND AMORTIZATION	<u>(160,999)</u>	<u>(144,846)</u>
EXCESS OF REVENUE OVER EXPENSES (EXPENSES OVER REVENUE) BEFORE OTHER ITEMS	646,869	(357,240)
ADJUSTMENT OF PRIOR YEAR'S FUNDING	<u>-</u>	<u>(54,853)</u>
EXCESS OF REVENUE OVER EXPENSES (EXPENSES OVER REVENUE)	646,869	(412,093)
DEFICIT, BEGINNING OF YEAR	<u>(481,403)</u>	<u>(69,310)</u>
SURPLUS (DEFICIT), END OF YEAR	\$ <u>165,466</u>	\$ <u>(481,403)</u>

NIAGARA EMPLOYMENT AGENCY INC.BALANCE SHEETMARCH 31, 1992

	<u>1992</u>	<u>1991</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash (Note 4)	\$ 101,768	\$ -
Accounts receivable	389,769	303,296
Grants receivable	-	214
Inventory	14,316	11,192
Prepaid expenses	<u>22,772</u>	<u>17,694</u>
	528,625	332,396
FIXED ASSETS (Note 2)	378,913	375,876
VEHICLES AND EQUIPMENT UNDER CAPITAL LEASE (Note 3)	<u>110,717</u>	<u>63,220</u>
	<u>\$1,018,255</u>	<u>\$ 771,492</u>
<u>LIABILITIES</u>		
CURRENT LIABILITIES		
Bank indebtedness (Note 4)	\$ -	\$ 125,638
Accounts payable and accrued charges (Note 5)	196,581	410,366
Deferred grants (Note 6)	103,278	106,662
Due to OMMRI (Note 7)	126,772	126,772
Current portion of obligations under capital lease	63,999	25,371
Current portion of long-term debt	<u>190,018</u>	<u>147,829</u>
	680,648	942,638
OBLIGATIONS UNDER CAPITAL LEASE (Note 8)	107,464	83,880
LONG-TERM DEBT (Note 9)	<u>64,677</u>	<u>226,377</u>
COMMITMENTS (Note 10)	852,789	1,252,895
<u>SURPLUS</u>		
SURPLUS (DEFICIT)	<u>165,466</u>	<u>(481,403)</u>
Approved by the Board:	<u>\$1,018,255</u>	<u>\$ 771,492</u>
.....Trustee		
.....Trustee		

NIAGARA EMPLOYMENT AGENCY INC.

STATEMENT OF CHANGES IN FINANCIAL POSITION

YEAR ENDED MARCH 31, 1992

	<u>1992</u>	<u>1991</u>
OPERATING ACTIVITIES		
Excess of revenue over expenses (expenses over revenue) before extraordinary item	\$646,869	\$(412,093)
Depreciation and amortization, items not affecting cash	<u>160,999</u>	<u>144,846</u>
	807,868	(267,247)
Effects on cash from changes in operating assets and liabilities		
Accounts receivable	(86,474)	(79,493)
Grants receivable	214	69,643
Inventory	(3,124)	933
Prepaid expenses	(5,078)	7,471
Accounts payable and accrued charges	(213,785)	105,265
Due from Modern Recycling Inc.	-	39,217
Due to OMMRI	-	126,772
Deferred grants	(3,384)	106,662
Due to Ministry of the Environment	<u>-</u>	<u>(25,750)</u>
	<u>496,237</u>	<u>83,473</u>
FINANCING ACTIVITIES		
Net change in capital lease and long-term debt	<u>(57,299)</u>	<u>85,412</u>
INVESTING ACTIVITIES		
Additions to fixed assets		
Production equipment	(90,118)	(183,048)
Containers	(9,594)	(15,776)
Vehicles	(8,489)	(315,123)
Furniture and equipment	(3,191)	(11,446)
Radio equipment	(648)	(8,116)
Leasehold improvements	-	(12,838)
Curbside containers	(999)	(5,117)
Trailers	(8,897)	-
Additions to vehicles and equipment under capital lease	(94,946)	(20,265)
Capital grants received	-	330,509
Proceeds on disposal of production equipment	5,000	-
Proceeds on disposal of curbside containers	<u>350</u>	<u>-</u>
	<u>(211,532)</u>	<u>(241,220)</u>
INCREASE (DECREASE) IN CASH	227,406	(72,335)
CASH (BANK INDEBTEDNESS), BEGINNING OF YEAR	<u>(125,638)</u>	<u>(53,303)</u>
CASH (BANK INDEBTEDNESS), END OF YEAR	<u>\$101,768</u>	<u>\$(125,638)</u>
CASH (BANK INDEBTEDNESS) IS REPRESENTED BY:		
Cash	\$ 26,488	\$ -
Bank overdraft	-	(30,638)
Bank indebtedness	-	(95,000)
Term deposits	<u>75,280</u>	<u>-</u>
	<u>\$101,768</u>	<u>\$(125,638)</u>

NIAGARA EMPLOYMENT AGENCY INC.NOTES TO THE FINANCIAL STATEMENTSMARCH 31, 1992

1. SIGNIFICANT ACCOUNTING POLICIES AND GENERAL INFORMATION

Nature of operations

The Agency is a nonprofit organization which is partially funded by the Ministry of the Environment and is engaged in providing recycling services to municipalities in the Niagara Region as well as providing a sheltered industry for handicapped adults.

Provincial operating grants

The Agency recognizes revenue from government grants using the accrual method. These grants are subject to final approval by the Ministry of the Environment and any adjustments are recorded by the Agency in the year in which the adjustment is received.

Fixed assets

Vehicle and equipment are recorded at cost and are depreciated on the declining balance basis with a full year's depreciation being recorded in the year of addition and none in the year of disposal. Leasehold improvements are being amortized on the straight-line basis. The rates used are as follows:

Equipment and containers	- 20%
Radio equipment	- 20%
Vehicle	- 30%
Leasehold improvements	- 20%

Equipment under capital lease

Long-term leases in which the Agency acquires substantially all the benefits and risks incident to ownership are accounted for as additions to leased equipment. The asset value and related obligation are recorded at the present value of the future minimum lease payments using an appropriate discount rate. The asset is amortized on the diminishing balance basis at the following rates, commencing in the month of purchase.

Metal containers	- 20%
Vehicles	- 30%

All other items of equipment held on lease are accounted for as operating leases.

Capital grants

Capital grants related to the purchase of vehicles and equipment are recorded as deferred credits (see Note 2) and are being amortized on the declining-balance basis at rates equivalent to the depreciation rate of the asset being funded.

Capital grants related to the vehicles and equipment under capital leases have been applied to reduce the capital leases (see Note 3).

NOTES TO THE FINANCIAL STATEMENTS

MARCH 31, 1992

5. ACCOUNTS PAYABLE AND ACCRUED CHARGES

	<u>1992</u>	<u>1991</u>
Trade payables	\$109,325	\$315,879
Employee deductions	35,285	20,328
Accrued charges	18,340	56,302
GST payable	<u>33,631</u>	<u>17,857</u>
	<u>\$196,581</u>	<u>\$410,366</u>

6. DEFERRED GRANTS

The MOE has approved the purchase of certain equipment and has agreed to fund approximately 1/3 of these expenditures. Grants received by the Agency in advance of incurring the related capital expenditures have been reported as deferred.

The equipment was acquired subsequent to year end. (See Note 10)

7. DUE TO OMMRI

As a result of declines in the market price of recycled materials, Ontario Multi-Material Recycling Incorporated (OMMRI) advanced funds to the Agency. These advances are due on demand and are non-interest bearing.

8. OBLIGATIONS UNDER CAPITAL LEASE

The following is a schedule of minimum lease payments under capital leases expiring June 1994, together with the balance of the obligation:

	<u>1992</u>	<u>1991</u>
Years Ending		
March 31, 1992	\$ -	\$ 42,649
1993	83,713	42,649
1994	83,713	42,649
1995	<u>28,234</u>	<u>5,975</u>
Total minimum lease payments	195,660	133,922
Less amount representing interest	<u>24,197</u>	<u>24,671</u>
	171,463	109,251
Less current portion	<u>63,999</u>	<u>25,371</u>
	<u>\$107,464</u>	<u>\$ 83,880</u>

NIAGARA EMPLOYMENT AGENCY INC.

NOTES TO THE FINANCIAL STATEMENTS

MARCH 31, 1992

9. LONG-TERM DEBT

	<u>1992</u>	<u>1991</u>
National Bank - repayable in monthly instalments of \$3,765 including interest at prime plus 1-1/2%, maturing April 1993	\$ 58,689	\$ 95,439
National Bank - repayable in monthly instalments of \$3,969, including interest at prime plus 1-1/4%, maturing October 1994	41,821	82,810
National Bank - repayable in monthly instalments of \$2,464, including interest at prime plus 1-1/4%, maturing March 1994	36,470	60,795
National Bank - repayable in monthly instalments of \$2,125, including interest at prime plus 1-1/4%, maturing September 1993	5,073	28,684
National Bank - repayable in monthly instalments of \$2,358, including interest at prime plus 1-1/4%, maturing December 21, 1994	60,747	81,364
G.E. Capital - repayable in monthly instalments of \$550 including interest at 16%, maturing June 1993	7,143	12,475
Barclay's Finance - repayable in monthly instalments of \$1,150 including interest at 16.5%, maturing March 18, 1992	-	12,639
Loan - repayable in monthly instalments of \$1,750 commencing June 1992, including interest at 9.5% and maturing June 1994	<u>44,752</u>	<u>-</u>
	254,695	374,206
Less current portion	<u>190,018</u>	<u>147,829</u>
	<u>\$ 64,677</u>	<u>\$226,377</u>

The loans are secured by specific vehicles.

Principal amounts due until maturity of the debt are as follows:

1993	-	\$190,018
1994	-	53,678
1995	-	<u>10,999</u>

\$254,695

NIAGARA EMPLOYMENT AGENCY INC.NOTES TO THE FINANCIAL STATEMENTSMARCH 31, 1992

10. COMMITMENTS

Lease Commitments

The Agency leases its building under an operating lease which expired December 1991 and requires an annual rent of \$2.75 per square foot. The lease arrangement is continuing on a month to month basis subject to renegotiations which are currently underway.

Agreement to Purchase

In March 1992, the Agency entered into an agreement to purchase a baler and conveyor at a total cost of \$157,950. The Agency has paid a deposit of \$2,500 and will be required to make a payment of \$50,150 upon delivery of the equipment followed by 11 monthly payments of \$9,934 including interest at 7.5%.

11. MINISTRY OF ENVIRONMENT SUPPORT GRANTS

Under a temporary program to offset specific building and transportation costs incurred by the Agency during a strike of a major customer in 1991, the Ministry provided the Agency with grants totalling \$84,928. The grants were credited against the related costs in 1991. No amounts were received in 1992.

NIAGARA EMPLOYMENT AGENCY INC.SCHEDULE OF OPERATING EXPENSESYEAR ENDED MARCH 31, 1992

	<u>1992</u>	<u>1991</u>
OPERATING EXPENSES		
Advertising	\$ 2,946	\$ 8,921
Audit	8,000	8,000
Legal, consulting and accounting	30,361	20,407
Bad debts	2,579	69,462
Employee benefits	140,350	117,460
Equipment rentals	21,030	8,222
Gas and oil	127,585	136,322
Insurance	41,597	53,620
Interest and service charges	9,202	12,801
Interest - long-term debt	55,646	83,470
Licences	12,088	6,725
Office and postage	13,138	12,472
Purchases	66,583	101,043
Rent	109,540	157,221
Repairs and maintenance		
Plant and equipment	115,777	179,354
Vehicles	207,705	196,622
Salaries	911,005	916,077
Shipping and waste disposal	137,907	286,077
Supplies, materials and sundry	42,548	51,637
Telephone	25,490	24,232
Travel	13,216	12,168
Vehicle rentals	<u>13,181</u>	<u>33,940</u>
	<u>\$2,107,474</u>	<u>\$2,496,253</u>

BE IT RESOLVED THAT:

1. Paragraph (e) of the Letters Patent be deleted and the following substituted therefor:

Upon the dissolution of the Corporation after the payment of all debts and liabilities its remaining property shall be distributed or disposed of to the following area municipalities or as they may in writing direct:

- i. The Corporation of the City of Welland
- ii. The Corporation of the Town of Grimsby
- iii. The Corporation of the City of Port Colborne
- iv. The Corporation of the City of Niagara Falls
- v. The Corporation of the Town of Lincoln
- vi. The Corporation of the Town of Niagara-on-the-Lake
- vii. The Corporation of the Town of Pelham
- viii. The Corporation of the City of Thorold
- ix. The Corporation of the Township of Wainfleet

2. That the objects of the Corporation be amended to include the following:

To provide recycling services, including the collection and processing of recyclables and any and all activities necessary and ancillary thereto.

3. The Corporation is not insolvent within the meaning of Section 19(4) of the Regulations.

This application is executed in duplicate.
Cette requête est faite en double exemplaire.

NIAGARA EMPLOYMENT AGENCY INC.

(Name of corporation/Nom de la compagnie ou association)

By:/Par: DONALD WARREN PRESIDENT
(Signature) (Description of Office)
(Signature) (Fonction)

(Signature) (Description of Office)
(Signature) (Fonction)

(corporate seal)
(apposer le sceau de la
compagnie ou association)

SCHEDULE "D"

FREQUENCY OF SERVICE & MATERIALS COLLECTED

<u>Municipality</u>	<u>Collection Area</u>		<u>Collection Frequency</u>	<u>Recyclables Collected</u>			
	<u>Urban</u>	<u>Rural</u>		<u>Newsprint</u>	<u>Glass</u>	(steel & aluminum) <u>Cans</u>	PET <u>Plastic</u>
Niagara Falls	X		weekly	X	X	X	X
Welland	X		weekly	X	X	X	
Port Colborne	X	X	weekly	X	X	X	X
Thorold	X	X	weekly	X	X	X	X
NOTL	X	X	biweekly	X	X	X	X
Grimsby	X	X	weekly	X	X	X	X
Pelham	X		weekly	X	X	X	X
Rural Pelham		X	biweekly	X	X	X	X
Lincoln	X	Snowbird	weekly	X	X	X	X
Wainfleet	X	X	weekly	X	X	X	X