

THIS AGREEMENT made in triplicate as of the day of , 199 .

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
AS REPRESENTED BY
THE MINISTER OF THE ENVIRONMENT and ENERGY
(hereinafter, the "Province")
of the first part

- and -

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 NIAGARA-ON-THE-LAKE
THE CORPORATION OF THE TOWN OF PELHAM
THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

(hereinafter, the "Applicant")
of the second part

WHEREAS for the purposes of protecting and conserving the natural environment, the Province is encouraging municipalities and others to reduce, reuse and recycle materials which would otherwise be disposed of as waste; and,

WHEREAS the Applicant has established a joint recycling management board known as the "Niagara Municipal Recycling Group" (herein after referred to as the "Board"), which shall be responsible for implementing, operating, managing and promoting the recycling program; and,

WHEREAS the Applicant has applied to the Province for funding under the Municipal Recycling Support Program for the purposes set out in Schedule B (the Project); and,

WHEREAS the councils of the Applicant have passed the following by-laws

THE CORPORATION OF THE CITY OF WELLAND	:	10236
THE CORPORATION OF THE TOWN OF GRIMSBY	:	93-120
THE CORPORATION OF THE CITY OF PORT COLBORNE	:	2941/120/93
THE CORPORATION OF THE CITY OF NIAGARA FALLS	:	93-266
THE CORPORATION OF THE TOWN OF LINCOLN	:	93-120
THE CORPORATION OF THE NIAGARA-ON-THE-LAKE	:	2690-93
THE CORPORATION OF THE TOWN OF PELHAM	:	1595 (1993)
THE CORPORATION OF THE TOWNSHIP OF WAINFLEET	:	1330-93

allowing them to enter into agreements to form a board governing the management of a recyclables collection and processing system; and,

WHEREAS the councils of the Applicant have passed the following by-law numbers:

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 NIAGARA-ON-THE-LAKE	:	_____
THE CORPORATION OF THE TOWN OF PELHAM	:	_____
THE CORPORATION OF THE TOWNSHIP OF WAINFLEET	:	_____

authorizing them to enter into this Agreement:

NOW THEREFORE, the Parties agree as follows:

1.0 THE PROJECT

1.1 Subject to all the other provisions of this Agreement, including the Schedules and other referenced documents, the Province shall provide funds to the Applicant for the expenses incurred by the Applicant that are eligible under the funding criteria of the Municipal Recycling Support Program that are:

- (a) directly related to the Project;
- (b) which are reasonable and necessary for the purpose of carrying out the Project;
- (c) for the purposes set out in the Schedules; and,
- (d) for the period set out in the Schedules.

Changes to the Project shall only be made subject to prior written consent of the Province.

1.2 The Applicant shall carry out the Project in a timely manner.

1.3 In the event of dispute between the Province and the Applicant, the decision of the Province shall prevail.

- 1.4 Except as provided hereafter, the Applicant shall only use funds provided hereunder in accordance with clause 1.1 above and the current program guidelines issued by the Province.
- 1.5 At the Province's request, the Applicant or the Applicant's designated representative shall meet with the Province to review the status of the Project to ensure expeditious review, and updating of the Project.
- 1.6 The Applicant must retain ownership and shall not sell, lease or otherwise dispose of any equipment or facilities that have been funded in part by the Province for the entire depreciation period of the equipment/facility nor without the Province's prior written consent. The Applicant shall seek prior written approval from the Province for any proposed depreciation period which approval shall not be unreasonable withheld.
- 1.7 Should any of the equipment or facilities, funded in part or in whole by the Province be sold, then the Province shall be entitled to receive a portion of the revenue from such sale, which portion shall be equivalent to the percentage level of the grant for which the equipment or facilities were funded.
- 1.8 The Applicant shall comply with all applicable laws and shall ensure that all necessary certificates, licences, permits and approvals required are obtained prior to the commencement of the Project, or where the Project is conducted in stages, prior to the commencement of each stage.
- 1.9 Where the Applicant engages any contractor or sub-contractor for the performance of the Project, the Applicant shall ensure that the provisions contained in Schedule A hereto shall be included in any such contract.
- 2.0 AUDIT
- 2.1 The Province, or auditors appointed by the Province may audit any financial or other records of the Applicant or any persons carrying out the Project or parts of the Project for the Applicant, and the Applicant shall provide for such audit in any contracts with contractors, sub-contractors or others who will be carrying out the Project or parts of the Project for the Applicant.
- 2.2 The Applicant, and any contractor or sub-contractor shall maintain all records relating to the Project for at least five years after the final payment is made by the Province under this Agreement.

3.0 FINANCIAL RECORDS

3.1 The Applicant shall ensure that any contractor or sub-contractor maintains proper financial records with respect to all matters related to the Project and shall make the said records available to the Province or auditors appointed by the Province, on request, and the Applicant shall provide for similar financial records and access in any contracts with contractors or sub-contractors, or others who will be carrying out the Project or parts of the Project for the Applicant.

3.2 The Applicant shall ensure that any contractor or sub-contractor shall maintain all records relating to the Project for at least five years after the final payment is made by the Province under this Agreement.

4.0 PAYMENT

4.1 The payments made under this Agreement shall not exceed the amounts specified in Schedule C, and shall be based on eligible expenses only.

4.2 The Applicant shall remit to the Province quarterly request for payment ("RFP") forms, which shall show all revenues, expenditures and assets of the Project, including all purposes for which funds advanced by the Province under this Agreement are expended by the Applicant.

4.3 Such monthly RFP forms shall be signed originals, and shall be fully completed to the satisfaction of the Province prior to release of any funds by the Province under this Agreement. Invoices attached to the RFP forms must be originals or certified true copies. All invoices must be certified as having been paid. Eligible portions of each complete RFP form received and accepted by the Province shall be paid at the approved percentage.

4.4 Payments shall be made upon receipt, review, acceptance and/or adjustments by the Ministry of the completed RFP forms. The grant amount represents a maximum available commitment only and is subject to adjustment after receipt of documentation of actual costs.

4.5 The Applicant shall clearly identify federal Goods and Services Tax (the "GST") amounts in the RFP forms. The Province shall reimburse the Applicant only for GST amounts remaining outstanding after calculation of any rebate for which the Applicant is eligible. Reimbursement shall be equivalent to the approved percentage level of the grant.

- 4.6 Payments shall be based upon approved eligible expenditures identified in the Applicant's proposal as set out in Schedule B and may be paid in arrears. Where payments are made in advance of expenditures, subsequent payments may be adjusted to reflect actual expenditures.
- 4.7 Advances made by the Province to the Applicant or the Applicant's contractor or subcontractor in order to carry out the project under this Agreement shall be kept in an interest-bearing trust account by the Applicant until the advance and any interest earned is expended in accordance with this or prior Agreements between the Province and the Applicant or the between the Province and the Applicant's contractor or sub-contractor. Interest and advances shall be reconciled against future payments.
- 4.8 The Province may withhold all or part of any payment:
- (a) if the Applicant or the Applicant's contractor or sub-contractor has not complied with any provision of this Agreement;
 - (b) if the Province has given notice that the Province is dissatisfied with the progress of the Project and the Applicant has not taken steps satisfactory to the Province to remedy the cause of the dissatisfaction; or
 - (c) pending satisfactory submission of any outstanding reports; or
 - (d) pending the resolution of outstanding items following any audit.
- 4.9 The Province shall not be obligated to make any payments hereunder except to the extent that sufficient funds are provided in the votes and estimates in the Ministry of the Environment and Energy and allocated for such purpose, subject to clause 25.2 below.
- 4.10 The Province shall not be responsible for any Project costs or other costs whatsoever which are related to the failure to perform on the part of the Applicant or on the part of any contractor or sub-contractor of the Applicant.
- 4.11 The Province shall not be responsible for any Project costs whatsoever related to the failure of equipment of the Applicant or any contractor or sub-contractor of the Applicant, howsoever caused.

4.12 It is a condition precedent to each payment under this Agreement that the representations, warranties and covenants of the Applicant, and all documentation provided are true and correct in all material respects and that the Corporation is not in default of any term or condition of this Agreement.

4.13 Any monetary holdbacks outlined in Schedule D shall not be paid until the Province receives an audited statement of the Project from the Applicant.

4.14 Under the terms of this Agreement, expenses related to the Project that have been incurred by the respective member municipalities that constitute "the Applicant" after the respective dates listed in Table One of Schedule D are not eligible for funding consideration.

5.0 CALCULATIONS

5.1 In the event revenues (including grants paid hereunder) associated with the Project exceed expenses, the surplus shall be applied to reduce future grants and in the event of any remaining surplus, it shall be repaid to the Province to the extent that grants have been paid hereunder.

5.2 The Province may approve the expenditure of surplus funds for matters related to reduction, reuse or recycling whether or not they are specified in the Schedules, and in the event of such approved expenditure the provisions of clause 5.1 requiring repayment to the Province shall not apply for such amount.

5.3 In the event that the Applicant shall not be eligible to receive all of the grants scheduled to be made hereunder in one fiscal year of the Province, the Province, after consultation with the Applicant, may by notice in writing, inform the Applicant that a lower amount shall be paid to the Applicant during the fiscal year than otherwise is scheduled to be paid hereunder.

5.4 In the event of overpayment, as deemed by the Province, the amount of overpayment shall be credited to future payments hereunder, or repaid to the Province as determined by the Province, in the Province's sole discretion. The Province reserves the right to demand interest on any amount owing by the Applicant to the Province at the then-current interest rate charged by the Province of Ontario on accounts receivable.

- 5.5 Any portion of the grant which is not used by the Applicant shall remain the property of the Province. If an unused portion of the grant has already been advanced to the Applicant, it shall be repaid to the Province on request, according to 5.4 above.

6.0 ADDITIONAL REPORTS

- 6.1 The Applicant shall file reports with the Province as indicated in Schedule D. The details contained in that Schedule are a minimum requirement only, and may be supplemented by the Applicant.

7.0 PUBLICATION OF RESULTS

- 7.1 The Province may evaluate the Project and publish any results of the Project or the evaluation thereof.
- 7.2 Notwithstanding clause 7.1, where Schedule B provides certain details with respect to the Project are of a confidential nature, the Province shall not publish those details except where necessary for enforcing the provisions of the Agreement.
- 7.3 Notwithstanding clauses 7.1 and 7.2, any details of a confidential nature may be used for the generation of statistics which may be published by the Province.

8.0 PUBLICATION AND ADVERTISING

- 8.1 The Province shall have the right to use any reports, data, databases, publications or other material produced by the Applicant in connection with the Project, provided the Province shall bear the expense of the production of the copies of such material which the Province wishes to use, and the Province shall have the right to authorize other persons to use or reproduce such material, without further payments or royalties to any party.
- 8.2 The contribution of the Province to the Project shall be mentioned in all publications and advertising related to the Project unless the Province otherwise directs in writing.

8.3 Any office or site which is occupied or equipment which is used for purposes of the Project shall bear identification satisfactory to the Province indicating that the Project is financially supported by the Province, unless the Province otherwise directs in writing.

8.4 The use of any name or logo by the Applicant or a contractor or a sub-contractor of the Applicant in any advertisement, promotional or educational activity in a manner which implies or can be perceived to imply endorsement by the Province of a product or manufacturer is prohibited.

8.5 The Applicant or a contractor or a sub-contractor of the Applicant shall not use any copyrighted material or registered mark without the prior express written approval of the Province.

9.0 ASSIGNMENT

9.1 The Applicant shall not assign this Agreement or any rights under this Agreement nor shall the Applicant sub-contract any matters to be done for the purposes of this Agreement without the prior written approval of the Province.

10.0 INDEMNIFICATION

10.1 The Applicant shall at all times indemnify and save harmless the Province, the employees and agents of the Province and their heirs and assigns from and against all claims, demands, losses, costs, damages, actions, suits, or other proceedings, by whomsoever made, sustained, brought or prosecuted that are in any manner based upon, occasioned by, or attributable to, anything done or omitted to be done by the Applicant, its council members, employees, independent contractors, sub-contractors or agents in connection with services performed, purportedly performed, or required to be performed by the Applicant under this Agreement.

11.0 NON-LIABILITY

- 11.1 The Province shall not be liable for any injury or damage (including death) to the person of any council member, employee, contractor, sub-contractor or agent of the Applicant, or for the loss of, or damage to the property of the Applicant, its council members, employees, contractors or sub-contractors or agents in any manner based upon, occasioned by, or in any way attributable to, the Applicant's participation under this Agreement, unless the injury, loss, or damage is caused by the negligence of an officer or employee of the Province while acting within the scope of his or her employment.

12.0 DELEGATION AND DESIGNATION

- 12.1 The Province may delegate in writing any of the Province's powers under this Agreement to any public servant or any class thereof. In this Agreement, "Province" includes the Minister of the Environment and Energy and any officers or employees of the Ministry of the Environment and Energy and public servants employed with the Ministry of the Environment and Energy.

- 12.2 All communication between the Parties with respect to this Agreement shall be conducted through the following personnel:

FOR THE Province:

FOR THE APPLICANT:

Manager
Municipal Funding Section
Waste Reduction Office
Ministry of the Environment
and Energy
7th Floor,
40 St. Clair Avenue West
Toronto, Ontario
M4V 1M2

- 12.3 The Parties hereto may designate personnel different from those indicated above at any time by giving the other Party written notice of same.

13.0 NOTICE

- 13.1 Any notice or other written communication between the Parties under this Agreement shall be delivered to or sent by prepaid registered mail addressed to the Parties at their respective addresses as follows:

FOR THE PROVINCE:

FOR THE APPLICANT:

Waste Reduction Office
Ministry of the Environment
and Energy
7th Floor,
40 St. Clair Avenue West
Toronto, Ontario
M4V 1M2

Notice shall be deemed to have been received on the date on which the notice was delivered, or in the case of mailing, within four days after the date of mailing. The Parties may designate a different address to one another at any time.

14.0 AMENDMENT AND APPROVAL

- 14.1 No additions, deletions or modifications to the provisions of this Agreement shall be effective unless approved in writing by the Province.

- 14.2 An amendment under clause 14.1 shall not come into effect until approved by the Province in writing, and such approval may take any form, so long as the approval specifies it is an approval for the purposes of this clause. (A certificate of approval or similar approval under the *Environmental Protection Act* or other statute shall not be regarded as an approval for the purposes of this clause.)

- 14.3 Schedules C and D can be amended unilaterally by the Minister or his representative in writing as further grants are approved under this agreement, or as required by changes to the Municipal Recycling Support Program.

14.4 This Agreement is not and shall not be construed to be an approval under Part V or section 9 of the *Environmental Protection Act*.

15.0 APPLICABLE LAW AND INTERPRETATION

15.1 The validity and interpretation of this Agreement shall be governed by the laws of the Province of Ontario.

15.2 The Applicant shall comply with all applicable laws with respect to carrying out the Project, and it shall be the responsibility of the Applicant to ensure that all necessary certificates, licences, permits and approvals required are obtained prior to the commencement of the Project, or where the Project is conducted in stages, prior to the commencement of each stage.

15.3 In this Agreement, references to the singular shall be deemed to include the plural and the converse shall also apply, references to gender shall be deemed to include the masculine, feminine and neuter genders, references to persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and the terms "herein", "hereof", "hereunder" and similar expressions shall be deemed to refer to this Agreement in its entirety without restrictions to any particular article, clause, sub-clause or other portion of this Agreement.

15.4 The headings preceding the provisions of this Agreement have been inserted for convenient reference only and shall not be deemed to affect the construction or interpretation of this Agreement.

15.5 The following materials and Schedules which are annexed hereto shall form part of this Agreement:

Schedule A, being clauses for inclusion in contracts between the Applicant and contractors or sub-contractors of the Applicant;

Schedule B, being a description of the Project, in particular the purposes of the Project, and including the Applicant's proposal and a list of Applicant information to be considered confidential by the Province;

Schedule C, being the Grant Commitments and Estimates of the Project; and,

Schedule D, being the Grant Administrative Details of the Project as supplied by the Province, which shall include but not be limited to:

- a) date of Project commencement and date of termination of the Agreement;
- b) reporting requirements;
- c) request for payment forms to be completed and remitted by the Applicant quarterly; and
- d) any other information necessary to the administration of the Project.

15.6 Any conflicts or inconsistencies between the provisions of the various documents which comprise this Agreement shall be resolved in accordance with the following priorities:

- a) firstly, the provisions of this Agreement, including the Schedules; and
- b) secondly, the provision of any materials incorporated by reference either in this Agreement.

16.0 WHOLE AGREEMENT

16.1 This Agreement, including Schedules A through D inclusive, embodies the entire agreement of the Parties hereto with regard to the matters dealt within it, and no understandings or agreements, collateral, oral or otherwise exist between the Parties, except as herein expressly set out.

17.0 FREEDOM OF INFORMATION

17.1 The Applicant understands and agrees that this Agreement and any materials or information provided to the Province through the performance of this Agreement may be subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F. 31.

18.0 TERM

18.1 This Agreement commences on the date noted in Schedule D, and expires on the dates noted in Table One of Schedule D for each member of the Applicant respectively, unless terminated sooner, pursuant to Article 25 hereof.

18.2 If agreed to in writing by the Parties, and subject to clause 18.3 below, this Agreement may be extended under the existing, or amended terms and conditions.

18.3 The Province may amend the payments contemplated under Schedule C of this Agreement for the term of any extension of this Agreement.

19.0 RELATIONSHIP OF THE PARTIES

19.1 Nothing contained in this Agreement or performed under it shall be construed as constituting either Party as employee, agent, partner or joint venturer of the other.

20.0 ENUREMENT

20.1 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. The Parties hereto agree for themselves and on behalf of the foregoing persons to undertake such further acts and execute such further documents as may be necessary or expedient in order to carry out the purpose and intent of this Agreement.

21.0 WAIVER

21.1 Any provision of this Agreement may be waived in whole or in part by a Party without prejudice to that Party's rights in the event of the breach of any other provision hereof. A waiver shall be binding on the waiving Party only if it is in writing. The waiver by a Party of any breach of any provision hereof shall not be taken or held to be a waiver of any further breach of the same provision.

22.0 SEVERABILITY

- 22.1 All paragraphs, terms and conditions of this Agreement are severable, and the invalidity, illegality or unenforceability of any such paragraph, term or condition shall be deemed not to affect the validity, enforceability or legality of the remaining paragraphs, terms and conditions.

23.0 NON-EXCLUSIVITY OF AGREEMENT

- 23.1 The Project contemplated in this Agreement is non-exclusive. The Province has the right to contract for identical or similar projects with any other person or entity, without any restriction whatsoever.

24.0 TIME

- 24.1 Time shall be of the essence.

25.0 TERMINATION

- 25.1 The Applicant may terminate the Project at any time upon giving written notice to the Province. Such termination, however, shall not relieve the Applicant of any of its reporting obligations hereunder, as set out in Schedule D attached hereto.
- 25.2 The Province may, at the Province's option, terminate this Agreement at any time without cause and without penalty or liability by giving thirty (30) days' prior written notice to the Applicant.
- 25.3 The Province may terminate its obligation to make further payments hereunder in the event of non-compliance by the Applicant or the Applicant's contractor or sub-contractor with the Agreement, lack of progress in carrying out the Project, or there being insufficient funds provided in the votes and estimates of the Province allocated for purposes of the Project.
- 25.4 Should termination occur, all funds advanced by the Province and not already expended for purposes of the Project as authorized in the attached Schedules shall be returned promptly to the Province as set out in clause 5.4 above.

26.0 CONFIDENTIALITY

26.1 The Applicant agrees that should it come into possession of confidential government information and material in the course of the Project, the Applicant shall hold such information and material in strictest confidence, to use it only as required for the performance of the Project, to release it only to persons requiring it and not to release it to any employee, agent, representative, contractor or sub-contractor or other person who has not signed a written agreement expressly binding that person not to disclose it or use it other than as required to carry out his or her duties related to this Agreement.

26.2 All documents, information and material belonging to the Crown in Right of Ontario obtained by the Applicant for use in carrying out this Agreement shall be treated as confidential, and shall not be used for any purposes other than for this Agreement.

27.0 CAUSES BEYOND CONTROL

27.1 Notwithstanding anything to the contrary contained herein, failure or delay in performance by any Party shall be excused to the extent caused by an event beyond such Party's reasonable control which no foresight could have avoided provided the Party prevented from or delayed in rendering performance notifies the other Party immediately, and in detail, of the commencement and nature of such a cause, and provided further that such Party uses its best efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available.

28.0 APPLICANT STATUS

28.1 The Applicant hereby warrants and represents to the Province that:

- (a) the Applicant has full power and authority to enter into this Agreement and to perform the obligations hereunder;

- (b) this Agreement has been duly authorized, executed and delivered on behalf of the Applicant and constitutes a valid, binding and legally enforceable obligation of the Applicant;
- (c) the Applicant is in compliance with all applicable federal, provincial and municipal laws, and all rules, regulations, by-laws, notices, orders and approvals, and that it is in receipt of all necessary certificates, licences, permits and approvals;
- (d) the execution and delivery of this Agreement and the performance of the obligations contained herein are not limited or restricted by and do not conflict with any contract, agreement or other obligation binding upon the Applicant;

29.0 SURVIVAL

- 29.1 The obligations contained in Articles 2, 3, 7, 8, 10, 11, and 15 through 29 inclusive shall survive the expiration or termination of this Agreement and shall continue in full force and effect until such time as the Parties mutually agree to the release of such obligations.

IN WITNESS WHEREOF each of the Parties hereto have executed this Agreement as of the date and year first stated above.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT and ENERGY

per:()

THE CORPORATION OF THE CITY OF WELLAND

per:()

THE CORPORATION OF TOWN OF GRIMSBY

per:()

THE CORPORATION OF CITY OF PORT COLBORNE

per:()

THE CORPORATION OF CITY OF NIAGARA FALLS

per:()

THE CORPORATION OF TOWN OF LINCOLN

per:()

THE CORPORATION OF TOWN OF NIAGARA-ON-THE-LAKE

per:()

THE CORPORATION OF TOWN OF PELHAM

per:()

THE CORPORATION OF TOWNSHIP OF WAINFLEET

per:()

SCHEDULE A

CLAUSES FOR INCLUSION IN CONTRACTS BETWEEN THE APPLICANT AND ANY CONTRACTOR OR SUBCONTRACTOR (the "Contractor")

1.0 RECORDS

- 1.1 The Contractor shall maintain separate accounting records for all assets, liabilities, revenues and expenditures pertaining to the Project.
- 1.2 The Contractor shall provide to the Applicant and to the Province, a report in the form indicated in Schedule D to the Agreement between the Applicant and the Province, including any difficulties experienced in implementation or continuation of the Project.
- 1.3 The Contractor shall maintain any and all records pertaining to the Project for at least five years after the final payment is made under this Agreement.
- 1.4 The Contractor shall maintain operational records for materials and labour as specified in Schedule D.

2.0 AUDIT

- 2.1 The Province, or the Applicant, or auditors appointed by either of them, may audit any financial or other records of the Contractor.
- 2.2 Upon completion of the Project, and upon the request of the Province, the Contractor shall provide to the Province an audited financial statement.

3.0 COMPLIANCE

- 3.1 The Applicant may withhold all or part of any reimbursement:
 - a) if the Contractor has not complied with any provision of this Agreement; and,
 - b) pending any adjustments required to eligible expenditures following any audit.

4.0 REPORTING

4.1 The Contractor shall complete the reports specified in Schedule D attached to the Main Agreement between the Applicant and the Province, in accordance with the terms and conditions specified therein.

5.0 DISPUTE

5.1 In the event of dispute between the Applicant and the Contractor, the decision of the Applicant shall prevail.

SCHEDULE B

PROJECT DESCRIPTION & APPLICANT'S PROPOSAL

1.0 PROJECT DESCRIPTION

The project is for the operation of a recyclable materials collection and processing program within the jurisdiction of the Area Municipalities.

2.0 APPLICANT'S PROPOSAL

The proposal dated January 15, 1993 is attached.

SCHEDULE C: GRANT COMMITMENTS AND ESTIMATES

NIAGARA MUNICIPAL RECYCLING GROUP
FY 92/93

	FY92/93 Grant <u>Commitment</u>	FY93/94 Grant <u>Estimate</u>
Capital Cost	\$ 376,333	\$ 113,000
Household Bins	\$ 0	\$ 0
Operating Cost	\$ 610,889	\$ 790,000
Promotion & Advertising	\$ <u>20,000</u>	\$ <u>13,000</u>
TOTAL	\$ 0	\$ 916,000

The figures for FY93/94 are estimates. No money will be paid for any year until updated financial forecasts satisfactory to the Ministry of Environment and Energy have been submitted and approved in writing by the Ministry of Environment and Energy. The approval will indicate the maximum amount of grants payable with respect to the year in question.

Note: This Schedule will be replaced by modified/updated versions as further grants are approved under this Agreement or as required by changes to the Municipal Recycling Support Program.

File/Project No. MRS-WC-NIAGARA MUNICIPAL RECYCLING GROUP-0357-02

SCHEDULE D

GRANT ADMINISTRATIVE DETAILS

1.0 APPLICANT THE NIAGARA MUNICIPAL RECYCLING GROUP, which consists of:

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 TOWNSHIP OF WAINFLEET

2.0 PROJECT NAME AND NUMBER

MRS-WC-0357

3.0 PROJECT COMMENCEMENT DATE

April 1, 1992

4.0 AGREEMENT TERMINATION DATE

See Table One

5.0 GRANT PAYMENT FORMULAS

5.1 Capital Costs: Eligible portion of each Capital Request for Payment form, satisfactorily completed and accepted by the Waste Reduction Office, will be reimbursed @ 1/3 up to the Capital grant amount approved for each fiscal year.

5.2 Operating Costs: Operating grant amounts are based on the lesser of a percentage of total costs or the net operational cost (costs less revenues and grants from other government and private organizations). Eligible portion of each Operating Request for Payment form, satisfactorily completed and accepted by the Waste Reduction Office, will be reimbursed according to the criteria of the Municipal Recycling Support Program.

5.3 Promotion and Advertising: Eligible portions of each Promotion and Advertising Request for Payment form, satisfactorily completed and accepted by the Waste Reduction Office, will be reimbursed @ 1/2 up to the Promotion and Advertising grant amount approved for each fiscal year.

- 5.4 Household Bins: Eligible portion of each Household Bins Request for Payment form, satisfactorily completed and accepted by the Waste Reduction Office, will be reimbursed @ 1/3 up to the Household Bins grant amount approved for each fiscal year.
- 5.5 All grant payments will be made to the "Niagara Municipal Recycling Group", which shall be responsible for allocating monies accordingly to the member municipalities.
- 6.0 **REPORTING REQUIREMENTS**
- 6.1 Appropriate Request for Payment forms should be satisfactorily completed, signed and submitted to the Waste Reduction Office quarterly. Blank Request for Payment forms are attached. Please refer to the "Request for Payment (RFP) Form - Guidelines for Completion", for assistance. These forms may be modified or up-dated from time to time by the Ministry of Environment and Energy.

TABLE ONE

MUNICIPALITY	MRSP COMPLETION DATE
Grimsby, Town of	March 31, 1994
Lincoln, Town of	March 31, 1994
Niagara Falls, City of	March 31, 1994
Niagara-on-the-Lake, Town of	March 31, 1994
Pelham, Town of	August 30, 1994
Port Colborne, City of	March 31, 1994
Wainfleet, Township of	October 27, 1994
Welland, City of	March 31, 1994