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THIS AGREEMENT made as of the 1st day of April, 1995.

BETWEEN:

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 PELHAM
THE CORPORATION OF THE TOWN OF PELHAM
THE CORPORATION OF THE TOWNSHIP OF WAINFLEET
THE CORPORATION OF THE CITY OF ST. CATHARINES
THE CORPORATION OF THE TOWN OF FORT ERIE

(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 processing and marketing 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. <u>Definitions</u>

- A. "Annual Operating Budget" shall mean Niagara's operating budget as submitted by Niagara to the Area Municipalities and approved by the Area Municipalities.
- B. "Area Municipalities" shall mean all of the following acting jointly pursuant to an agreement between them dated December 1, 1994:
 - 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 Township of Wainfleet
 - 9. The Corporation of the City of St. Catharines
 - 10. The Corporation of the Town of Fort Erie
- C. "Area Municipality" or "Area Municipalities" shall mean one or more of the members of the Niagara Municipal Recycling Board.
- D. "Contract Fee" shall mean the fee payable by the Area Municipalities to Niagara for the provision of the Recycling Service and shall be equal to the sum of \$175,000.00 or 3% of Net Income, whichever is greater.
- E. "Recyclable Materials" shall mean those materials described in Schedule "A" attached hereto as amended by agreement of the parties from time to time.
- F. "Recycling Service" shall mean the processing and marketing of the Recyclable Materials.
- G. "Net Income" shall mean the gross revenue received by the area municipalities through the Niagara Municipal Recycling Board from the sale of Recyclable Materials less operating costs, without deduction for items of a capital nature, but shall not include funds paid to Niagara Municipal Recycling Board by any area municipality.

H. "Items of a Capital Nature" shall include the following:

Capital expenditure is defined as any significant expenditure incurred to acquire or improve land, buildings, engineering structures, machinery and equipment used in providing municipal services. It includes vehicles, office furniture and equipment. This expenditure normally confers benefit lasting beyond one year and results in the acquisition of, or extends the life of a fixed asset.

Capital outlay is determined by the nature of the transaction, not by the method of financing. Financing from the sale of debentures, provincial or federal subsidies, reserves or reserve funds, the revenue fund or from whatever source is entirely irrelevant in determining whether the transaction is a capital expenditure.

A capital lease is defined as a lease that, from the point of view of the lessee, transfers substantially all the benefits and risks incident to ownership of property to the lessee.

A capital lease is to be reported as part of the capital outlay to be recovered in future years and as a long-term liability on the balance sheet.

The term "significant" when used in this definition, shall mean any amount in excess of \$1,000.

- I. "Municipal Recycling Facility" shall mean the premises together with all equipment and fixtures located at 55 Oakdale Avenue, St. Catharines, leased by the Area Municipalities and subleased to Niagara.
- J. "Recycling Program" shall mean those activities required to provide the residents of the Area Municipalities with processing and marketing of Recyclable Materials.
- K. "Recycling Service" shall include but not be limited to:
 - 1. The operation of the Municipal Recycling Facility.
 - 2. The processing of:
 - (i) all Recyclable Materials delivered to the Municipal Recycling Facility by the Area Municipalities;
 - (ii) all Recyclable Materials which Niagara Municipal Recycling Board directs to the Municipal Recycling Facility.

- 3. The marketing of and the development of markets for Recyclable Materials.
- 4. The provision of any and all financial information required by the Area Municipalities to enable any of the Area Municipalities to fulfil its financial reporting obligations.
- L. "Residue" shall mean the waste received by Niagara from the Area Municipalities which is not recyclable and must be transported to landfill sites for disposal.

II. Schedules

A. Recyclable Materials

III. Provision of Service

A. The Area Municipalities hereby employ Niagara to operate the Municipal Recycling Facility, including the provision of all necessary personnel, staff, supervisors and record keepers. Without effecting the generality of the foregoing, Niagara agrees to receive, process, store and market Recyclable Materials which are delivered or directed to the Municipal Recycling Facility by the Area Municipalities.

IV. Term of Contract

A. This contract shall commence on the 1st day of April, 1995 and be for a period of five (5) years terminating on the 31st day of March, 2000. Each year of the term shall commence on April 1st and shall end on March 31st. 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.

V. Responsibility of Niagara

Niagara covenants and agrees as follows:

- 1. New Material:
 - (a) In conjunction with the Area Municipalities to expand the Recycling Program to include additional Recyclable Materials.

2. Weighing:

(a) To weigh all Recyclable Materials which are delivered to or shipped from the Municipal Recycling Facility.

3. Development:

(a) To actively develop and implement, in co-operation with the Area Municipalities, expansion of the Recycling Program.

4. 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.

5. Processing:

(a) To handle, sort and prepare all Recyclable Materials for shipment to end users in compliance with end user requirements for quality control, transportation subsidies and handling and to ship said Recyclable Materials to end users.

6. Preparation:

- (a) To prepare Recyclable Materials in a manner that is intended to maximize revenues and minimizes costs. Preparation of Recyclable Materials includes, but is not limited to, the following:
 - (i) removal of contaminants;
 - (ii) magnetic separation;
 - (iii) manual and mechanical sorting; and
 - (iv) baling.

No Recyclable Materials will be landfilled. When Recyclable Materials delivered to end users are rejected due to contamination beyond the end users' acceptable standards, Niagara will rework the rejected Recyclable

Materials.

7. Deliveries:

(a) Niagara agrees to provide an area at the recycling facility that is maintained in a safe and non-hazardous condition, in which deliveries of recyclable materials may be made both during and outside normal business hours:

Hours and Days of operation of Recycling Facility -

Monday to Friday) and Holidays) 7:00 a.m. to 5:30 p.m.

Must be opened on all statutory holidays, save and except Christmas and New Year's Day can remain closed with the understanding that when Christmas and New Year's Day fall on a week day - must remain open on the following Saturday

Holidays -

Must be open on all statutory holidays, save and except Christmas and New Year's Day can remain closed with the understanding that when Christmas and New Year's Day fall on a week day must remain open on the following Saturday

8. Marketing:

(a) To actively market all Recyclable Materials on behalf of the Area Municipalities as exclusive agent of the Area Municipalities. Niagara will use its best efforts to obtain the highest possible price therefor.

9. Records:

(a) To maintain proper weigh scale records, financial records (prepared in accordance with generally accepted accounting principles) with respect to all matters related to the Area Municipalities and such other records as directed by the Area Municipalities. The financial and other records kept by Niagara as directed by the Area Municipalities 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 including its unaudited monthly financial statements, if necessary.

10. 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.

11. Assignment:

(a) Not to assign or subcontract in part or in whole this Agreement.

12. 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.

13. Insurance:

- (a) To purchase and maintain in force, at its own expense, and to pay all deductibles, 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 with the Area Municipalities named as additional Insured Parties 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 (\$2,000,000.00) Dollars per claim or occurrence with:
 - (i) **Provisions** for 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; and personal injury liability arising out of false prosecution, libel, slander, defamation of character, invasion of privacy or wrongful eviction:
 - (ii) 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) A Fidelity Bond for all employees of Niagara in the amount of not less than One Hundred Thousand (\$100,000.00) Dollars.

Niagara shall provide receipts confirming the payment of all premiums for the foregoing policies to the Area Municipalities.

14. 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 and Energy, 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.

15. Access to Municipal Recycling Facility:

(a) To permit the Area Municipalities or its representatives free access, at any time, to the Municipal 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.

16. Unloading:

(a) Niagara agrees that it shall use its best efforts to ensure that any vehicle delivering Recyclable Materials to the Municipal Recycling Facility shall be unloaded within forty (40) minutes from the time it enters the Municipal Recycling Facility. The time recorded on the weigh slips shall be considered to be conclusive evidence of the time spent by the vehicle at the Municipal Recycling Facility. The forty (40) minute period shall include the time to weigh, unload and weigh out.

Further, the parties hereto agree that the forty (40) minute time as aforesaid shall only be applicable so long as no more than four (4) Area Municipality vehicles are present on the site at any given time. The Area Municipalities agree to attempt to stager their deliveries of Recyclable Materials to the Municipal Recycling Facility in order to facilitate the unloading of their recycling vehicles in a timely fashion.

VI. Responsibility of Area Municipalities

A. The Area Municipalities covenant and agree as follows:

1. Delivery of Recyclable Materials:

(a) The Area Municipalities agree that during the term of this Agreement any and all Recyclable Materials collected by the Area Municipalities or any of its employees, servants, agents, successors or assigns or by any independent contractor on behalf of the Area Municipalities shall be delivered to Niagara for processing pursuant to this Agreement.

2. 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.

3. Initiation:

(a) To initiate expansion of the Recycling Program to include new Recyclable Materials.

4. Marketing:

(a) To assist Niagara with marketing activities.

5. Research:

(a) To conduct research and provide input into the adoption of additional Recyclable Materials into the Recycling Program and to advise and confer with Niagara as to the feasibility and practicality of adding new Recyclable Materials.

6. Enforcement:

(a) To enforce recycling policies and procedures adopted by the Area Municipalities.

7. Quality:

- (a) To exercise quality control at the point of collection. Quality control may include, but is not limited, to the following:
 - 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 hereby agree that the designated compartments in use at the present time are acceptable. Niagara and the Area Municipalities will mutually determine the need for any increases or decreases in the number of designated recycling collection vehicle compartments;

- (ii) sorting of glass into colour categories if and as necessary to meet market specifications; and
- (iii) 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.

VII. Process Residues

- A. The Area Municipalities and Niagara agree that both parties shall use their best efforts to minimize the quantity of Residue present in the Recyclable Materials. Niagara reserves the right to refuse the delivery of any Recyclable Material if it contains too much Residue or if it is not properly sorted. The determination as to whether any delivery of Recyclable Material contains too much Residue or is not properly sorted shall be determined by the Plant General Manager. In the event of a dispute between the Plant Manager and the Collection Contractor, the final determination shall be made by a professional engineer or other representative to be designated by the Area Municipalities who shall examine the material in question with one hour of notification from Niagara that it believes that there is excess residue. The assessment of the professional engineer or other representative designated by the Area Municipalities shall be final and binding on the Area Municipalities and on Niagara.
- B. Niagara may dispose of its Residue 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 Articles III and V of this Agreement or expenses incurred as a result of expansion of services beyond those defined herein, at the request of the Area Municipalities and agreed to by Niagara. Niagara assumes responsibility for expenses incurred as a result of activities other than those contained herein.

Contract Fee

- B. During each year of the term of this Agreement, the area municipalities shall pay to Niagara a contract fee equal to the greater sum of \$175,000.00 or 3% of the Net Income for that year (as defined in Section I(G)).
- C. The sum of \$175,000.00 shall be payable in twelve (12) equal monthly payments, payable on the 30th day of each month commencing April 30th, 1995.
- D. Within sixty (60) days of the end of each year of the term of this Agreement, the Area Municipalities shall provide a report to Niagara confirming the amount of the Net Revenues for the immediately preceding year. In the event that 3% of the Net Revenues for that period exceeds the sum of \$175,000.00, the Area Municipalities shall pay the excess amount to Niagara. In the event that 3% of the Net Revenues for that period is less than \$175,000.00 no adjustment will be made.

Payroll Costs

E. On the first business day of each month, the Area Municipalities shall pay to Niagara, Niagara's payroll costs for that month.

Operations Costs

F. 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 the estimated operating budget for the period from April 1st of each year to March 31st of the subsequent year and shall be subject to approval by the Area Municipalities. The Area Municipalities shall deposit monthly into an operations account in the name of the Niagara Municipal Recycling Board, upon which the General Manager of Niagara shall have signing authority, one-twelfth of the estimated annual operating budget, less payroll costs. The annual operating budget shall be readjusted on a quarterly basis.

It is the intention of the parties to operate the Recycling Program on a cost basis to the Area Municipalities and that the Area Municipalities shall make payment to Niagara of only the actual costs incurred with respect to those items indicated in the Annual Operating Budget in each twelve (12) month period. In the event that it is determined that there is an over or under payment the parties shall forthwith make the necessary adjustments.

- G. Niagara shall report quarterly (for the quarters ending at the end of June, September, December and March) its performance compared to the Annual Operating Budget to the Area Municipalities which reports shall be provided within twenty-one (21) days of the end of each quarter. 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 residue and actual operating expenses incurred by Niagara.
- H. In the event the actual operating costs of Niagara are less than indicated in the Annual Operating Budget, Niagara shall report the resulting surplus to the Area Municipalities by the 21st day following each quarter 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. 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.
- 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.

Attention: Norman Kraft

and to:

Chown, Cairns
Barristers and Solicitors
80 King Street, 9th Floor
P.O. Box 760
St. Catharines, Ontario. L2R 6Y8

Attention: John Willey

XII. <u>Disputes</u>

- 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 cost of the arbitration, including all witnesses and counsel fees. Each party shall be responsible for fifty (50%) percent 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.

XII. Early Termination

- 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.
 - 4. Niagara commences 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.
 - 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.

XIII. 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.

XIV. Assignment

A. Niagara shall have no right to assign its obligations under this Agreement.

XV. Time of the Essence

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

XVI. Proper Law

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

XVII. Force Majeure

- No party to this Agreement shall be liable to any other party and no party to this A. 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 will form part of Niagara's approved Annual Operating Budget.

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OF NIAGARA-ON-THE-LAKE Per: Michael M. Dietsch - Mayor Robert G. Howse - Clerk THE CORPORATION OF THE TOWN OF PELHAM Per: Mayor Ma		/
OF NIAGARA-ON-THE-LAKE Per: Michael M. Dietsch - Mayor Robert G. Howse - Clerk THE CORPORATION OF THE TOWN OF PELHAM Per: Mayor Ma		V
OF NIAGARA-ON-THE-LAKE Per: Michael M. Dietsch - Mayor Robert G. Howse - Clerk THE CORPORATION OF THE TOWN OF PELHAM Per: Mayor Ma	TI	HE CORPORATION OF THE TOWN
Per: Michael M. Dietsch - Mayor Robert G. Howse - Clerk THE CORPORATION OF THE TOWN OF PELHAM Per: Maron Maron		
Michael M. Dietsch - Mayor Robert G. Howse - Clerk THE CORPORATION OF THE TOWN OF PELHAM Per: Mayor		
Robert G. Howse - Clerk THE CORPORATION OF THE TOWN OF PELHAM Per: Maron Mar		
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THE CORPORATION OF THE CITY OF ST. CATHARINES Per:
THE CORPORATION OF THE TOWN OF FORT ERIE PER NIAGARA EMPLOYMENT AGENCY INC. Per: Manual Per: Manual Per: Per:

SCHEDULE "A"

RECYCLABLE MATERIALS:

Newspaper Magazines and Catalogues Junk Mail Household Fine Paper Plastic Film (LDPE)

Clear Glass

Coloured Glass

Polycoat Containers PET Plastic HDPE Plastic PP Plastic PS Plastic

Aluminum Cans

- Aluminum Foil Products
- Steel Cans

Old Corrugated Cardboard Boxboard