

**REGIONAL MUNICIPALITY OF NIAGARA
WASTE MANAGEMENT TRANSFER AGREEMENT**

THIS AGREEMENT is made as of the 15th day of April, 1996.

B E T W E E N:

THE REGIONAL MUNICIPALITY OF NIAGARA

(hereinafter referred to as the "Region")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM

(hereinafter referred to as "the Area Municipality")

OF THE SECOND PART

WHEREAS pursuant to the provisions of the Regional Municipalities Act, R.S.O. 1990 c. R.8, as amended (the "Act") the Region was given the power to assume any or all of the waste management powers of all of its Area Municipalities;

AND WHEREAS in accordance with the provisions of the Act the majority of the Councils of all of the Area Municipalities have given their consent by resolution to the passage of the empowering By-law by the Region;

AND WHEREAS the Council of the Region has passed the By-law to assume all of said waste management powers;

AND WHEREAS the Region and the Area Municipalities have resolved to enter into an agreement to deal with the transfer of waste management from the Area Municipalities to the Region and for the purpose of establishing certain parameters for waste management service within the Region;

SULLIVAN, MAHONEY

NOW THEREFORE in consideration of the premises and the mutual agreements and covenants herein contained, the parties hereto hereby covenant and agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 DEFINED TERMS

In this Agreement and in the Schedules hereto, unless there is something in the subject matter or context inconsistent therewith, the following terms and expressions will have the following meanings:

- (a) **"Act"** means the Regional Municipalities Act, S.O. as amended.
- (b) **"Adjusted Collection Fee" or "A.C.F."** means the collection fee charged to a particular Area Municipality for all of the items ordinarily covered under U.C.F. after adjustment is made for any increase for any enhanced level of service.
- (c) **"Adjusted Tipping Fee" or "A.T.F."** means the tipping fee charged to a particular Area Municipality after adjustment is made for increase to U.T.F. as a result of any enhanced level of service requested by the Area Municipality and/or after deducting any credits available to the Area Municipality which have not been included in Site Capacity Entitlements.
- (d) **"Area Municipality"** means the area municipality which is the party of the second part in this Agreement and includes an Area Municipality as defined in the Regional Municipality of Niagara Act.
- (e) **"Assumed Agreements"** means any agreement entered into by the Area Municipality with any third parties, which agreement is directly related to and forms part of the waste management system of the Area Municipality which will be assumed by the Region and which are specifically identified in Schedule "A" hereof.
- (f) **"Assumed Assets"** means any lands, buildings, structures, machinery or equipment which, as of the Effective Date, were being used by the Area Municipality primarily in connection with its waste management system which will be assumed by the Region and which are specifically identified in Schedules "B" and "C" hereof.
- (g) **"Assumed Debt"** means any debt of the Area Municipality which it incurred as a direct result of the exercise of its waste management powers and which debt the Region is obliged to pay or assume, and which debt is identified in Schedule "D" hereof.

- (h) **"Assumed Employee"** means any employee of the Area Municipality who for a period of not less than six (6) months prior to the Effective Date was primarily engaged in providing a waste management function within the waste management system which the Region has assumed and which employees are identified in Schedule "E" hereof.
- (i) **"Assumed Liabilities"** means any liability of the Area Municipality, contractual or otherwise, which is related to or arising from the Assumed Assets or the Assumed Agreements which formed part of the waste management system which the Region has assumed, and which are identified in Schedule "F" hereof.
- (j) **"Auditor's Certificate"** means the certificate issued by the Auditor of the Area Municipality certifying the financial data and calculations that are to be provided by the Area Municipality, and their compliance with G.A.A.P. and with the requirements of this Agreement.
- (k) **"Base Level of Service"** means the standard level of service which the Region will provide to an Area Municipality for its waste collection services in exchange for the payment of the U.C.F.
- (l) **"best of its knowledge"** means a party's actual knowledge after a diligent enquiry made for that purpose.
- (m) **"By-laws"** as used herein means the By-laws passed by the Regional Council of the Regional Municipality of Niagara under Section 150 of the Act.
- (n) **"Certificate of Approval"** means the Certificate(s) of Approval issued by the Minister under the Environmental Protection Act which is/are in force for any waste facility and services of any of the Area Municipalities as of the Effective Date, and which is/are identified in Schedule "G" hereof.
- (o) **"Closure Costs"** means the estimate, made as of the Effective Date for the assumption of a waste disposal site, of any and all costs, activities and liabilities related to the closure, post-closure, maintenance and care of a waste disposal site for the twenty-five (25) year period immediately following the date of Closure.
- (p) **"Club"** means any grouping of Area Municipalities which have established a common organization for the purpose of addressing their respective waste management needs in a collective manner.

- (q) **"Consumer Price Index" or "C.P.I."** means the Consumer Price Index (all items for Ontario, base year 1995 = 100) as published by Statistics Canada (or by a successor or other governmental agency) from time to time. If a substitute index replaces the C.P.I. the Region shall be responsible to make all conversions to arrive at, as closely as possible, equivalency between said indices.
- (r) **"Domestic Tipping Fee" or "D.T.F."** means the tipping fee charged by the Region to an Area Municipality (on a per tonne basis) for the placement of waste on a site for as long as the Area Municipality has Site Capacity Entitlements and which fee or rate is the result of the following calculations:
- (a) the aggregate of all of the Area Municipality's (or the Region's as the case may be) costs for the operation of the site(s) on a yearly basis including, without limitation, its staffing, administration and equipment less any revenues (the "net annual costs"), plus the annual costs to service any debt associated with the site which is part of Assumed Debt plus R (as herein defined) divided by the tonnage of the Area Municipality's waste delivered to the site annually.

$$\left[\frac{\text{Net Annual costs} + \text{annual debts charges} + R}{\text{annual tonnage of waste}} = \frac{\text{Closure Costs} + \text{Unamortized Debt} - \text{Net Planning Costs}}{25 \text{ (years)}} \right]$$

which rate is, for the first year of this agreement, identified in Schedule "H" hereof and thereafter shall be estimated until the Area Municipality's Site Capacity Entitlements have been exhausted;

- plus (b) adjustment for requested enhanced service or changes to any of the costs of the operation or closure of the site, if any.

- (s) **"Effective Date"**
- (a) with respect to the waste management powers of the Area Municipality for research, planning and development of all matters relating to all waste management systems, is April 15th, 1996;
 - (b) with respect to the diversion of waste, including without limitation the collection, removal, transfer, processing, storage, reduction, reuse and recycling of waste, is April 15th, 1996;
 - (c) for all other waste management powers of the Area Municipalities, is January 1st, 1997;
 - (d) in assuming the waste management powers referred to in sub-paragraph (c) hereof, the Region shall assume any waste disposal site of the Area Municipality which was open as of October 6, 1995.
- (t) **"generally accepted accounting principles" or "G.A.A.P."** means the accounting principles so described and promulgated by the Canadian Institute of Chartered Accountants which are applicable to Ontario Municipalities as at the date on which any calculation made hereunder is to be effective.
- (u) **"net planning costs"** means the actual and additional out of pocket costs specifically incurred by an Area Municipality for the planning of their future waste management master plan or system plan, and without limitation, include the hiring of special personnel or consultants, and which costs are identified in Schedule "H" hereof.
- (v) **"Per Unit"** when used herein for the purpose of applying it to U.C.F. shall be determined by annually aggregating the total residential units actually served based on information maintained by the Provincial Regional Assessment Office for all the Area Municipalities for the year preceding the year the calculation is made, to arrive at a total number of residential units actually served in the Region and dividing the total collection costs for waste in the Region by the figure to arrive at an annual collection fee "per unit";

- (w) **"R"** represents the results of the following calculation:

$$\left[\frac{\text{Closure Costs} + \text{Unamortized Debt} - \text{Net Planning Costs}}{25 \text{ (years)}} \right]$$

which results shall, on an annual basis, be added to the calculation made to arrive at the D.T.F. until it has been exhausted and thereafter shall be added to the Area Municipality's U.T.F. until all twenty-five (25) years of "R" have been used up.

- (x) **"Region"** means the Regional Municipality of Niagara.
- (y) **"Site Capacity Entitlement"** as it relates to a waste disposal site which is part of the Assumed Assets, means the lesser of:
- (a) the remaining approved capacity of the site to accept waste determined in cubic meters (M³) and converted into tonnes; or
 - (b) the remaining life of the site (in years and months) under the Certificate of Approval in force for the site on the Effective Date times the average tonnes of waste disposed on the site by the Area Municipality in the three (3) years immediately preceding the Effective Date;

which Site Capacity Entitlement is identified in Schedule "H" hereof and which may hereafter be adjusted for any increases in capacity from any changes to the approvals.

- (z) **"Unamortized Debt"** means that portion of the Area Municipality's debt (if any) assumed by the Region, which was incurred by the Area Municipality for the purpose of planning, purchasing, constructing, maintaining or otherwise establishing a waste disposal site which was assumed by the Region, and which portion of debt remains unpaid when Site Capacity Entitlements have been exhausted.

- (aa) **"Uniform Collection Fee" or "U.C.F."** means the fee determined by the Region which will be charged to all Area Municipalities for residential waste collection on a Per Unit basis for the purpose of recovering all of the Region's costs for the collection, transportation, sorting, diversion, administration and all other intervening management of the Area Municipalities' waste or recyclable materials, but shall specifically exclude any costs which have been included in the U.T.F.
- (bb) **"Uniform Tipping Fee" or "U.T.F."** means the fee determined by the Region which will be charged to all Area Municipalities for the purpose of recovering, without limitation, all of the Region's costs for the planning, acquisition, operation, administration, third party compensation, closure and capital costs of any Regional waste management facility and shall include any and all debenture charges, including interest and any additions or subtractions, as the case may be, for any portion of R which has not been used up as part of the D.T.F. calculation.
- (cc) **"waste"** includes solid non-hazardous waste generated within the Region and such other materials as may be designated as waste by by-law of the Region.
- (dd) **"waste management power"** means any power conferred by any general or special Act, whether current or future, on the Region related to the establishment, maintenance and operation of a waste management system.
- (ee) **"waste management system"** means facilities and services owned, operated or controlled or contracted by the Region for the management of waste, including without limitation the collection, removal, transfer, processing, storage, composting, reduction, reuse, recycling, household hazardous waste management and disposal of the waste.

1.2 SCHEDULES

The Schedules which are attached to this Agreement are incorporated into this Agreement by reference and are deemed to be part thereof and unless there is something in the subject matter or context of any particular article or provision which is inconsistent therewith, it is the intent that the Schedules may, from time to time be amended to reflect future changes to the information provided for in the Schedules without the necessity of the Agreement itself being amended. Any amended Schedule which is attached and annexed to the Agreement shall be noted as an Amended Schedule, shall be signed by both of the parties to the Agreement, shall be dated and thereafter shall be deemed to form part of the Agreement with the same effect as if it had been originally a part thereof. The index of applicable Schedules in alphabetical order and the provision to which they relate are hereafter set forth:

- (i) Schedule "A" - Assumed Agreements;
- (ii) Schedule "B" - Assumed Assets - lands, buildings and land leases;
- (iii) Schedule "C" - Assumed Assets - machinery, equipment, owned or leased, and all other chattels;
- (iv) Schedule "D" - Assumed Debt;
- (v) Schedule "E" - Assumed Employees;
- (vi) Schedule "F" - Assumed Liabilities;
- (vii) Schedule "G" - Certificate of Approval;
- (viii) Schedule "H" - Site Capacity Entitlement and Domestic Tipping Fee and all components thereof;
- (ix) Schedule "I" - Delegation Period - budget and costs as provided for in Articles 4.3 (d) and (g); Retained Employees - Articles 4.3 (b) and 4.4 (b).

1.3 CHOICE OF LAW AND ATTORNMENT

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

1.4 NOT IN LIEU OF STATUTORY PROVISIONS

The provisions of this Agreement are intended by the parties to be in addition to the rights conferred on the parties under the Act and other statutory provisions and not in lieu thereof.

1.5 INTERPRETATION NOT AFFECTED BY HEADINGS OR PARTY DRAFTING

The division of this Agreement into articles, sections, paragraphs, sub-paragraphs and clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer to this Agreement and the Schedules hereto and not to any particular article, section, paragraph, sub-paragraph, clause or other portion hereof and include any agreement or instrument supplementary or ancillary hereto. Each party hereto acknowledges that it and its legal counsel have reviewed and participated in settling the terms of this Agreement, and the parties hereby agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement.

1.6 NUMBER AND GENDER

In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

- (a) words in the singular number include the plural and such words shall be construed as if the plural had been used;
- (b) words in the plural include the singular and such words shall be construed as if the singular had been used; and
- (c) words importing the use of any gender shall include all genders where the context or party referred to so requires, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.

1.7 TIME OF THE ESSENCE

Where specific periods of time are set forth under the terms of this Agreement under which either party is required to complete a matter or fulfil a covenant time shall be considered of the essence in the performance thereof.

ARTICLE 2 - TRANSFER

2.1 TRANSFER OF ASSETS

Within ninety (90) days from the Effective Date the Area Municipality shall transfer to the Region the Assumed Assets in accordance with the provisions hereof:

- (a) With respect to any lands and buildings which are set forth in Schedule "B" hereto, the Area Municipality shall complete said transfer by the execution of such deeds, transfers and conveyances in a form acceptable for registration in any office or registry where such deeds, transfers or conveyances may or can be registered with sufficient legal description to identify the asset with such surveys and reference plans as may be required to effect said registration;
- (b) With respect to any machinery, equipment or furniture which forms part of the Assumed Assets which are identified in Schedule "C" hereto with such bills of sales or other conveyances as may be required and may be acceptable to the Region and/or its Counsel, acting reasonably, sufficient to vest title of said assets in the Region;
- (c) With respect to any leased equipment or vehicles which form part of the Assumed Assets with such assignment or conveyances and such consents as may be required under the terms of said leases and in such form as may be acceptable to the Region and/or its Counsel, acting reasonably, sufficient to vest all rights of the Area Municipality therein in the Region with respect to the unexpired portion or term of said leases;

- (d) With respect to any leased premises and leasehold improvements which form part of the Assumed Assets by the assignment of leases with the appropriate consent of the landlord, and such general conveyances as may be required and may be acceptable to the Region and/or its Counsel, acting reasonably, sufficient to vest in the Region any and all leasehold interest and improvements owned by the Area Municipality and forming part of the leased premises including, without limitation, any prepaid rents and/or security deposits paid thereunder;
- (e) With respect to any and all business or other records relating to any of the Assumed Assets the transfer by delivery of copies of all books, records, files and documents relating to the assets including, without limitation, books of account, ledgers, journals, sales and purchase records, list of costing and pricing information, reports, plans, surveys, diagrams, drawings, data and information, consultants' reports, in whatever format or medium it may be contained, related to the Assumed Assets;
- (f) With respect to any regulatory licenses and/or Certificates of Approval issued by any regulatory or governmental body with respect to the operation of any of the premises, equipment, vehicles, machinery and any other part of the Assumed Assets, the transfer, together with all requisite governmental approvals therefor, sufficient to vest said licenses and certificates in the name of the Region;
- (g) With respect to any Assumed Agreements the assignment to the Region the full benefit and burden of all contracts providing for the supply of goods and services to the Area Municipality for that municipality's waste management system as it existed immediately prior to the Effective Date which assignment shall be in the form satisfactory to the Region and/or its Counsel acting reasonably.

2.2 ASSUMED AGREEMENTS

The Area Municipality shall provide to the Region in the form of Schedule "A" the list of the Assumed Agreements which shall set forth any and all agreements which the Area Municipality has as of the Effective Date hereof which are directly related to or form part of the waste management system of the Area Municipality together with copies of all of said contracts and any and all records maintained by the Municipality with respect to said contracts including without limitation internal

assessments, correspondence, payment schedules, notes on communication, performance ratings, and any other information whatsoever which the Municipality has maintained to monitor the performance of the third party with respect to said contract.

2.3 ASSUMED EMPLOYEE

The Area Municipality shall identify any and all employees of the Area Municipality which are prescribed by regulation to the Act, (the "Assumed Employees") and shall set them forth in Schedule "E" hereto. In addition, with respect to any and all such employees the Municipality shall deliver to the Region particulars of any employment agreements under which said employee was employed by the Area Municipality including, without limitation, copies of any collective agreement with any union to which the employee may belong; whether the employee was or was not entitled to be a member of the Ontario Municipal Employees Retirement System on the date preceding the Effective Date; the date on which the employee was first employed by the Area Municipality, the rate of pay of each of said employees; the entitlement to vacation of each employee; what entitlement to vacation pay remains accrued and unsatisfied for each employee, the particulars of any sick leave credit plan which the Area Municipality had for each and every employee who is to be assumed, and the sick leave credit which each employee being assumed has under the provisions of that plan.

2.4 ASSUMED LIABILITIES

The Area Municipality shall disclose, in writing, to the Region any and all existing, contingent, accruing, or potential liability which the Area Municipality currently has, whether contractual or otherwise, related to or arising from the Assumed Assets or the Assumed Agreements including any set of facts or circumstances known to the Area Municipality which, in its opinion may or could give rise to any such liability and shall provide them to the Region in writing, with a brief description thereof and they shall be identified in Schedule "F" hereto. In addition thereto the Area Municipality shall deliver to the Region copies of any records, correspondence, documents, investigations, data, reports, which the Area Municipality has or has collected with respect to said liabilities. The Area Municipality represents and warrants that to the best of its knowledge the matters listed in Schedule "F" hereto are the only liabilities known to the Area Municipality which form part of the Assumed Liabilities.

2.5 CONTINUING COVENANT ON TRANSFER

Notwithstanding the interim delivery of deeds, conveyances, assignments, transfers, documents, records and all other matters relating to the transfers hereinbefore in this Article set forth the Area Municipality agrees to make available to the Region, notwithstanding the earlier delivery, such further and other documents and/or copies thereof which the Region may reasonably request either for the purpose of effecting the transfer or by way of information and background with respect to any of the matters hereinbefore set forth and said obligation shall be a continuing covenant on the part of the Area Municipality to provide the same.

ARTICLE 3 - REGIONAL COVENANTS

3.1 ASSUMPTION OF POWERS

Subject only to the possible delegation of certain operations to the Area Municipalities and/or Clubs as set out in Articles 4 and 6 hereof, as of the applicable Effective Date, the Region agrees to assume:

- (a) all of the waste management powers previously exercised or exercisable by an Area Municipality;
- (b) all the Assumed Liabilities, the known of which are identified in Schedule "F" hereof;
- (c) all the Assumed Agreements identified in Schedule "A" hereof;
- (d) all of the Assumed Employees which are identified in Schedule "E" hereof; and
- (e) all of the Area Municipality's Assumed Debt which is identified in Schedule "D" hereof.

3.2 The Region, subject to any interim or individual arrangements with the Area Municipalities as provided for in Articles 4 and 6 hereof will assume all responsibility for the collection management and disposal of waste in the Region and in particular, without limiting the generality of the foregoing, shall:

- (a) assume all system and master planning efforts and functions for the collection management and disposal of waste in the Area Municipality and the Region;

- (b) provide for a Base Level of Service for the collection and/or diversion of waste throughout the Region for a Uniform Collection Fee;
- (c) provide at one or more facilities in the Region for the disposal of municipal waste at a Uniform Tipping Fee;
- (d) provide for a regional system of recycling certain selected waste;
- (e) calculate and give to any Area Municipality entitled thereto Site Capacity Entitlements which thereafter and in accordance with this Agreement will be credited to the Area Municipality for the disposal of its waste in any regional waste disposal site;
- (f) where possible and convenient, allow the Area Municipality which immediately prior to the Effective Date was the owner, or a member of a Club that was the owner, of the waste disposal site(s) identified in Schedule "H" hereof the first opportunity to use the remaining Site Capacity;
- (g) where it is necessary to use part of the Site Capacity of the waste disposal site identified in Schedule "H" for waste that originates from an Area Municipality different than the one(s) which was/were the previous owner(s) of the site, to give the Area Municipality in question Site Capacity Entitlements to be credited and used by the Area Municipality for the disposal of its waste in other regional facilities, to the effect that each Area Municipality shall be entitled to have tipping rights in tonnes at its Domestic Tipping Fee at another regional waste disposal site which are equal to the tonnes of its total Site Capacity Entitlements until all of said Entitlements have been used up and exhausted;
- (h) where any Area Municipality requests additional waste disposal services either in the form of waste that can be deposited in a waste disposal site or in the collection and recycling of said waste, to use its best efforts to accommodate said request and to provide to the Area Municipality said additional services at the actual cost thereof to the Region in the form of an Adjusted Tipping Fee and/or Adjusted Collection Fee;

3.3 CAPACITY CONTINGENCY PLAN

- (a) The Region will immediately undertake a capacity contingency plan to deal with any shortfall of capacity in any of the Area Municipalities, to bridge the requirements of said municipalities pending the establishment of additional regional waste disposal capacity;
- (b) Pending the completion of the capacity contingency plan and the establishment of a new Regional waste disposal facility, the Area Municipality shall not, without the prior consent of the Region, accept at the waste disposal site which has been delegated to it for management under the provisions of Article 4.3 hereof, any private collection system waste, or waste from outside the service area delineated in the Certificate of Approval in force as of December 31, 1996, which is in excess of the average tonnage of such waste which was deposited on the said site in the immediately preceding three (3) years.

3.4 CONTINUE APPLICATIONS

To the extent that any Area Municipality is currently involved in any application to amend the Certificates of Approval of any waste disposal site with a view of extending or modifying either the planned life of the waste disposal site or the extent thereof, the Region in its discretion may continue said applications with or without modification and pursue the same to their conclusion.

3.5 CLOSURE OF SITES

When the capacity of any waste disposal site has been exhausted or its Certificate of Approval has lapsed by the effluxion of time, the Region covenants and undertakes to proceed as expeditiously as possible with the closure of the site and the completion of any remediation required pursuant to the current Certificates of Approval or the requirements of the Ministry of Environment and Energy as of the date of that closure and thereafter to be responsible for any and all post-closure costs associated with the maintenance of the said site.

3.6 NOTICE OF AMENDMENTS

The Region covenants to the Area Municipality that:

- (a) With the exception of variations to the Schedules, and to the provisions of Articles 4 and 6 with respect to the sub-delegation of power and specific arrangements, that the within Agreement (the "standard provisions") shall be otherwise identical to the agreement that the Region enters into with each and every other Area Municipality;
- (b) In the event that as a result of negotiations the Region should make an amendment to any of the standard provisions of any agreement with any other Area Municipality, the Region covenants to give notice to the Area Municipality that is a party to this Agreement of said changes and to offer to make equivalent changes to the standard provisions of this Agreement;
- (c) At any time and on the written request of the Area Municipality the Region will provide to the Area Municipality a copy of any agreement and the schedules thereto which the Region has entered into with any of the other Area Municipalities within the Region.

ARTICLE 4 - OPERATIONAL PROVISIONS

4.1 PASS BY-LAWS

Commencing on the Effective Date, the Region shall:

- (a) pass the By-laws;
- (b) pass such additional by-laws as may be necessary for the:
 - (i) the assumption of the Assumed Agreements;
 - (ii) the assumption of all Certificates of Approval;
 - (iii) the assumption and continuation of all existing Area Municipality applications for the modification or extension of existing Certificates of Approval;
 - (iv) the administration and operation of any and all waste disposal sites which are part of the Assumed Assets;
 - (v) the authorization to receive all deeds, transfers, conveyances, assignments and/or any and all other documents required to transfer the Assumed Assets to the Region;

- (vi) the authorization to delegate certain of its waste management power to the Area Municipality as provided for in Articles 4 and 6 hereof;
- (vii) the authorization to assume the Assumed Debt, if any; and
- (viii) the authorization to enter into this Agreement.

4.2 ASSUMPTION OF WASTE MANAGEMENT PLANNING EMPLOYEES

As of the applicable Effective Date and subject to the delegation of powers contained in this Article and in Article 6 hereof, the Region shall engage any of the Assumed Employees which prior to said date were employees of the Area Municipality primarily involved in the planning of waste disposal systems for that municipality and engage the same in the continuing waste management planning process undertaken by the Region.

4.3 DELEGATION OF WASTE DISPOSAL OPERATIONS

With respect to the waste disposal site identified in Schedule "H" hereof, the Region does hereby delegate, and the Area Municipality agrees to accept, the administration and operation of the aforesaid waste disposal site for the delegation period provided for in Article 6 hereof. During this period the subject site shall be operated and administered as follows:

- (a) Operationally in accordance with the provisions of the Regional by-law referred to in Article 4.1 (b) (iv) hereof;
- (b) For the purpose of said administration and operation the Area Municipality shall retain as its employees those of the Assumed Employees that are identified to be so retained in Schedule "I" hereof under the heading of "Retained Employee/Waste Disposal Site". Said employees will continue in the employment of the Area Municipality with the same pay rates, benefits, seniority, pension and other entitlement which they enjoyed immediately preceding the Effective Date;
- (c) In the event that any of the Retained Employees should leave his or her position with the Area Municipality, whether by reason of retirement, alternate position, change of duties, illness, death or any other reason whatsoever, prior to replacing said employee the Area Municipality shall obtain the approval in writing of the Region.

- (d) The Region shall pay, or credit the Area Municipality by way of set-off against any tipping fee charges otherwise payable by the Area Municipality hereunder, all of the Area Municipality's costs for the administration and operation of the site (including "Retained Employee/Waste Disposal Site" costs) which costs or the method by which they will be calculated are identified and set forth under the heading "Delegation Period Costs" in Schedule "I" hereof and thereafter are part of a budget prepared by the Area Municipality and approved by the Region;
- (e) The Area Municipality shall operate and administer the site in accordance with the provisions of the Regional by-law referred to in Article 4.1 (b) (iv) hereof or any amendments or replacements made thereto and also in accordance with the instructions received from the appropriate person or persons who the Region may designate, from time to time, for that purpose. Failing any specific direction to the contrary, the Area Municipality shall administer and operate the site in a manner at least as prudent, orderly and environmentally safe as it did prior to the Effective Date;
- (f) The Area Municipality covenants and agrees that during any period where it has assumed the administration and operation of any waste disposal site it shall conform with and comply to any and all requirements of the applicable Certificates of Approval in force from time to time;
- (g) Where, at the waste disposal site identified in Schedule "H" hereto there were operational agreements which pursuant hereto fall within the definition of Assumed Agreements, the Region shall also delegate the supervision of said contracts to the Area Municipality and shall add the costs of any payments which would otherwise have been made by the Region under the Assumed Agreement to the "Delegation Period Costs" provided for in Article 4.3 (d) hereof and reflect the same in Schedule "I".

4.4 DELEGATION OF COLLECTION OPERATIONS

With respect to any Assumed Agreement listed in Schedule "A" which deals with the collection of waste (excluding recyclables) in the Area Municipality, the Region agrees to delegate and the Area Municipality agrees to accept the administration of said Assumed Agreements for and during the unexpired term thereof in accordance with the following provisions:

- (a) The Area Municipality agrees to continue to administer such delegated contracts during the balance of the unexpired term thereof or any extension which the parties hereto may agree upon or which this Agreement may provide for;
- (b) For the purpose of said administration the Area Municipality shall retain as its employee(s) those of the Assumed Employees that are identified in Schedule "I" hereof under the heading "Retained Employees/Collection". Said employees shall continue in the employment of the Area Municipality with the same pay rates, benefits, seniority, pension and other entitlement which they enjoyed immediately preceding the Effective Date;
- (c) In the event that any of the Retained Employees should leave his or her position with the Area Municipality, whether by reason of retirement, alternate position, change of duties, illness, death or any other reason whatsoever, prior to replacing said employee the Area Municipality shall obtain the approval in writing of the Region;
- (d) During the balance of the term of the existing collection contracts, or until the Region has assumed collection responsibility for the Area Municipality, the U.C.F. payable by the Area Municipality shall be deemed to be equal to the aggregate of the amount payable under the contracts referred to in Article 4.4 (a) and (b) and all other costs of the Area Municipality to administer the same;
- (e) In the event that the collection contract which is delegated to the Area Municipality should expire prior to December 31, 1997, the Area Municipality shall, with the concurrence of the Region, tender the contract for such additional period as the parties hereto may agree upon;
- (f) When the existing collection agreements expire or when the Region determines to do so, whichever event shall first occur, the Region shall assume full responsibility and administration of the collection of waste in the Area Municipality including the administration of the unexpired term of any collection agreement;
- (g) When the Region has determined the Base Level of Service to be provided to the Area Municipalities and has assumed the full responsibility of collection of waste in the Area Municipality, the charge to the Area Municipality shall be on the basis of the Uniform Collection Fee (or the Adjusted Collection Fee if applicable) based on the residential units actually served (or "per unit") of the Area Municipality from time

to time as determined by the statistics maintained by the Provincial Regional Assessment Office responsible for assessment of the Area Municipality in question.

4.5 RESUMPTION OF DELEGATED POWERS

Notwithstanding the delegation of waste disposal and collection powers which are set forth in Articles 4.3 and 4.4 hereof, the Region or the Area Municipality may, on six (6) months written notice to the other, take or send back (as the case may be) either or both the disposal and collection powers which have been delegated pursuant to Articles 4.3 and 4.4.

4.6 RECYCLING OPERATIONS

Commencing on the applicable Effective Date, the Region shall assume the administration and full responsibility for all diversion or recycling of waste in the Region and in particular:

- (a) It shall assume the administration of any and all of the Assumed Agreements which deal with the collection, diversion and processing of all waste material which the Area Municipality is currently collecting and diverting as recyclable materials;
- (b) It shall assume the administration of any recycling facility currently operated by the Area Municipality or by any Club in which the Area Municipality is a member;
- (c) As of the applicable Effective Date, the Region and the Area Municipality, if the latter was a member of the Club known as the "Niagara Municipal Recycling Board" and a party to the December 1st, 1994 Club Agreement, shall cause to have taken an inventory of all recyclable waste then stored on site at the Club's transfer facility located at 55 Oakdale Avenue, St. Catharines. Likewise, the Area Municipality shall account for any and all payables and accrued liabilities up to the Effective Date, it being the intent of the parties that the Area Municipality shall receive any and all benefits and/or income to which it is entitled under the Club Agreement up to the Effective Date and be responsible for its proportionate share of all costs up to the same date;

- (d) It shall continue to provide to the Area Municipality, during the currency of the existing agreements referred to in Article 4.6 (a) above, with the same level of service which the Area Municipality had under those agreements and thereafter the Region shall establish for the Area Municipality and all other Area Municipalities a collection and diversion system for recyclable waste which is uniform both in service and in cost for all the Area Municipalities;
- (e) Subject to the provisions of Article 5.5 hereof, the cost of operating the system to be established by the Region and referred to in Article 4.6 (c) shall be borne by the Area Municipalities on a per unit actually served basis in the same manner as the U.C.F. is calculated;
- (f) The Region may elect, in its discretion, to retain the Niagara Municipal Recycling Board as an advisory group to the Region on all recycling issues and if the Region should elect to do so, membership in said Board shall be expanded and the Region shall assure that the Area Municipality is a member thereof and is entitled to a representative to that Board.

4.7 COVENANT TO ADVISE AND REPORT

Where, pursuant to the terms of this Agreement, the Region has delegated any of its powers to the Area Municipality for the purpose of administering, operating, managing or supervising any of the Assumed Assets and in particular but without limitation any waste disposal site, or any Assumed Agreement and in particular but without limitation any contract for the collection of waste, the Area Municipality does hereby covenant and agree that it shall report to the Region or to the person designated by it for that purpose:

- (a) any breach of any operating procedure for the site;
- (b) any breach of the restrictions contained in any Certificate of Approval;
- (c) the breach or non-performance by any party to any of the Assumed Agreements;
- (d) any claims made or threatened by any person or party whatsoever;
- (e) any fact or circumstance which, in the opinion of the employee of the Area Municipality in charge, could or may give rise to potential liability for the Region and/or the Area Municipality.

4.8 The Area Municipality acknowledges the importance of the covenants contained in Article 4.7 hereof not only from the obligation undertaken by it but also the need and obligation of the Region to satisfy its regulatory, contractual and insurance requirements.

4.9 For the purpose of satisfying the obligation of the Area Municipality under Article 4.7 hereof, except in the case of an emergency, it shall be sufficient that an incidence report be compiled and delivered on a periodic basis at such time and intervals as the parties may mutually agree upon. The Area Municipality shall make available to the Region, copies of any and all documents, records or other information whatsoever which the Area Municipality has or maintains with respect to such matters.

ARTICLE 5 - REGIONAL CHARGES

TIPPING CHARGES

5.1 Where the Agreement and the Schedules thereto identify that the Area Municipality has a waste disposal site which has been assumed by the Region and where the Area Municipality which was the former owner or part owner of the site has Site Capacity Entitlements as shown in Schedule "H" hereof, the charges to the Area Municipality for tipping in a Regional waste disposal site shall be as follows:

- (a) The Area Municipality shall be entitled to receive for its future use the Site Capacity Entitlements shown in Schedule "H" hereof, until the same have been fully used and exhausted;
- (b) Until all of the Area Municipality's Site Capacity Entitlements have been fully used, the tipping fees payable to the Region shall be at the Area Municipality's Domestic Tipping Fee with each tonne charged at the D.T.F. being deducted from the Site Capacity Entitlement;
- (c) When the Area Municipality has used up or exhausted all of its Site Capacity Entitlements the Region will provide the Area Municipality with tipping rights at a Regional waste disposal site at a rate equal to the U.T.F. or A.T.F., as the case may be plus or minus any adjustments for that portion of R that has not been applied and used up as part of the D.T.F.;

- (d) Once the Region has established its own and new waste disposal site, (as opposed to one assumed) if the Area Municipality still has Site Capacity Entitlements but if its Domestic Tipping Fee should in any year be greater than the Uniform Tipping Fee then charged by the Region, the Area Municipality shall be entitled to elect to be charged at the U.T.F. provided however that its Site Capacity Entitlements shall be reduced as if the Domestic Tipping Fee had been applied;
- (e) If during the delegation period outlined in Article 4.3 hereof the aggregate Domestic Tipping Fees payable by the Area Municipality should be less than all of the costs of operating the subject site (being the aggregate of all the costs identified in Article 4.3) then the Area Municipality shall bear the costs which exceed the Domestic Tipping Fees.

5.2.1 Where, after the Effective Date the Region has been successful in having the Certificate of Approval for capacity of the site or the site life extended so that Site Capacity Entitlement as defined in Article 1.1 (y) is increased, the Area Municipality may elect to have the Site Capacity Entitlement re-calculated using the same formula set forth in that Article.

5.2.2 If as a result of the re-calculation envisaged in Article 5.2.1 hereof the recalculated Site Capacity Entitlement of the site is greater than the balance of Site Capacity Entitlements then remaining to the Area Municipality from the original calculation, the Area Municipality shall be entitled to add the additional entitlements (in tonnes) for future use in calculating its Domestic Tipping Fee.

5.3 Where the Area Municipality was not, as of the Effective Date the owner of a waste disposal site which was one of the Assumed Assets transferred to the Region and is therefore not entitled to any Site Capacity Entitlements, the Area Municipality shall nonetheless be entitled to recognition and credit for any Net Planning Costs recognized in Schedule "H" hereto, which credit shall be recognized as follows:

- (a) If the Area Municipality has a third party agreement for the disposition of its waste which is one of the Assumed Agreements of the Region, then the Area Municipality's costs for waste disposal shall be equal to the amount payable by the Region under that contract;
- (b) When the third party agreement referred to in Article 5.3 (a) has expired, the Region shall make arrangements for the placement of the Area Municipality's waste in another waste disposal site in the Region as part of the Capacity Contingency Plan and the charges to the Area

Municipality shall be equal to either the Uniform Tipping Fee, if one has been determined by that date or the actual cost incurred by the Region if tipping should continue at a private waste disposal site;

- (c) When the Region begins to charge the Area Municipality the Uniform Tipping Fee (or the Adjusted Tipping Fee as the case may be) then at said time the Area Municipality shall receive credit for its net planning cost which will be credited as against the U.T.F. equally over a three (3) year period.

5.4 COLLECTION CHARGES

The charges made by the Region to the Area Municipality for the collection of its waste shall be:

- (a) During the period when the Region has delegated its powers for collection to the Area Municipality, the Region's charges shall be deemed to be equal to all of the collection charges assumed by the Area Municipality under Article 4.4 hereof;
- (b) When the Region has assumed the full responsibility of collection of waste in the Area Municipality, the charge to the Area Municipality shall be as set forth in Article 4.4 (g);
- (c) Where the Region has assumed the responsibility for all or part of the collection costs but has yet to establish a Base Level of Service or a Uniform Collection Fee, on whatever basis the parties may determine provided that the charge is equal to the actual costs for said collection to both the Region and the Area Municipality.

5.5 RECYCLING CHARGES

The charges made by the Region to the Area Municipality for the diversion of waste, including without limitation the collection, removal, transfer, processing, storage, reduction, reuse and recycling of waste shall be:

- (i) For an Area Municipality which as of the Effective Date was a member of the Club known as the "Niagara Municipal Recycling Board" under an Agreement dated December 1st, 1994 (the "'94 Agreement") during the currency of any agreements which that Club had with third parties and which agreements form part of the

Assumed Agreements shown in Schedule "A" hereto, an amount equal to the amounts otherwise payable by the Area Municipality (inclusive of costs assumed by the Region) under those Assumed Agreements;

- (ii) For an Area Municipality which was not a member of the Club referred to under Article 5.5 (i) hereof, an amount equal to the amounts payable by the Area Municipality (inclusive of costs assumed by the Region) under any current agreement which the Region must assume as an Assumed Agreement. Provided that at the termination of said agreement, the Region shall integrate the diversion activities of the Area Municipality with those which are members of the Club referred to in Article 5.5 (i) hereof;
- (iii) The Area Municipality, whether currently a member of the Club described in Article 5.5 (i) hereof or added thereto by the Region after the Effective Date shall continue to receive credits for its proportionate share (as defined in the '94 Agreement) of any revenue derived from waste diversion on the basis of its inputs which, as long as the collection and processing agreements assumed by the Region on the Effective Date remain in force, shall be calculated in the same fashion and on the same basis as provided for in the '94 Agreement;
- (iv) Any revenue derived by the Region from the sale of diverted and recycled waste which is in excess of the cost of providing the service shall, during the currency of the existing collection and processing contracts be accumulated as a fund to be held for future credits to the Area Municipalities based on their proportionate interest therein in accordance with Article 5.5 (iii), against costs for providing diversion services to the Area Municipality, provided that when a credit is allocated to one Area Municipality, a similar credit will be allocated to all other participating Area Municipalities in accordance with their interest in said fund. When the total amount of the fund and any interest accrued thereon is equal to two (2) years costs of providing diversion services to all the participating Area Municipalities, any further amounts shall be credited to the Area Municipality by deducting the same from any other charges otherwise payable by the Area Municipality to the Region for any of the waste management services which the Region, pursuant to this Agreement, provides;

- (v) At the conclusion or other termination of the Assumed Agreements referred to in Article 5.5 (i) hereof the Region will attempt to devise a diversion system which:
 - (a) is the most cost effective for all the Area Municipalities;
 - (b) creates incentive to each Area Municipality to maximize its recycling efforts;
 - (c) provides some formula or means by which the efforts and effectiveness of recycling operations in the Area Municipality can be measured; and
 - (d) provide, in accordance with the formula devised under Article 5.5 (v) (c) above, some proportionate (to all other Area Municipalities) financial reward for said efforts.

ARTICLE 6 - INDIVIDUAL ARRANGEMENTS

- 6.1 Further to Articles 4.3 and 1.1(s)(c), the Area Municipality agrees to accept the administration and operation of the Centre Street Landfill Site until the existing capacity is depleted or until site closure as determined by the Capacity Contingency Plan. During this time the Area Municipality will continue to budget for all costs related to the administration and operation of the site in the same manner as before the Effective Date.
- 6.2 That the Region shall not dispose of any waste or material at the Regional Road 12 Landfill Site that is not generated within the four municipalities of Lincoln, West Lincoln, Grimsby and Pelham, except when approved by each of the four municipalities' Councils.
- 6.3 Based on the user-pay philosophy identified as part of the Waste Transition Study, the regional Municipality of Niagara shall not charge the residents of the Area Municipality any costs associated with other municipalities' interim disposal needs, as well as the planning for, and construction of a new regional landfill site, except should the Area Municipality utilize the new Regional site for disposal.
- 6.4 That the Area Municipality agrees to accept the administration of the current waste collection contract until the Region calls a region-wide contract.

- 6.5 That the Region of Niagara agrees to pass a By-law, as required, for the Area Municipality to continue collecting the waste management disposal facility component of the Area Municipality's Development Charges By-law No. 1443.
- 6.6 That the Region of Niagara not charge the Area Municipality for the operation of or administration of a regional "Household Hazardous Waste Program" or "Organic Yard Waste/Composting Program" until such time as the Region of Niagara assumes the Waste Disposal Assets of the Regional Road 12 Landfill Site, including the Compost and Household Hazardous Waste Facilities located thereon.
- 6.7 It is recognized that in areas related to the operation of the Regional Road 12 Landfill Site, the Area Municipality, as a member of the Club, is represented by Grimsby, the Agent for the Club.
- 6.8 That the calculation of "R" as defined in Articles 1.1(r) and (w) shall exclude closure costs of the Niagara Region Road 12 Landfill Site. The Area Municipality shall instead pay the said closure costs over a twenty-five year period beginning five years prior to closure of the Niagara Region Road 12 Landfill Site at which time the closure costs shall be updated.

ARTICLE 7 - CALCULATIONS

G.A.A.P.

7.1 The parties hereto agree that wherever in this Agreement its provisions require either of the parties to prepare accounts, calculations, estimates, budgets or any other financial data or information that it will do so or have it done on the basis of generally accepted accounting principles as they relate to Ontario Municipalities and without limiting the generality of this requirement, if said principles:

- (a) require that a cost shall be expensed, it shall be expensed or be deemed to have been expensed;
- (b) require that a cost shall be capitalized, it shall be capitalized or deemed to have been capitalized.

7.2 Each of the parties hereto represent and warrant that to the best of its knowledge all accounts, calculations, estimates or other financial data and information which has been included in the calculations contained in the Schedules has been prepared in accordance to G.A.A.P.

ARTICLE 8 - ARBITRATION

8.1 INTERIM ARBITRATOR

The parties hereto agree that until December 31, 1996 if any issue should arise between them which the parties hereto cannot settle, either party may refer the matter to arbitration before a single arbitrator by invoking the procedure set forth in Article 8.2 hereof, and if either party should do so the parties agree that said single arbitrator shall be, providing that he is available, willing and able to act in such capacity, Mr. Justice J. Rod Barr (retired), and failing which an arbitrator selected in accordance with the provisions of Article 8.2 hereof.

8.2 ARBITRATION PROCEDURE

Any party wishing to refer the matter to arbitration shall:

- (a) Give written notice (the "Notice of Arbitration") to the other of the matter which it wishes to arbitrate, together with a brief summary of its position on the issue;
- (b) Serve the Notice of Arbitration on the other party as provided for in this Agreement;
- (c) The party receiving the Notice of Arbitration shall have fifteen (15) days in which to reply (the "Reply") in writing, setting forth its position on the issue identified in the Notice of Arbitration and such other issue (if any) as it may require to have arbitrated, and serve the Reply on the originating Party;
- (d) Within fifteen (15) days from the service of the Reply the parties or their representatives shall meet for the purpose of selecting a single arbitrator;
- (e) If within the fifteen (15) day period the parties cannot agree upon a single arbitrator, then either party may request that the Minister appoint the arbitrator and shall do so by request in writing to the Minister, with a copy to the other party.

ARTICLE 9 - GENERAL PROVISIONS

9.1 NOTICES

(1) Any notice, designation, communication, request, demand or other document, required or permitted to be given or sent or delivered hereunder to any party hereto shall be in writing and shall be sufficiently given or sent or delivered if it is:

- (a) delivered personally to the Office of the Clerk of either party; or
- (b) sent to the party entitled to receive it by registered mail, postage prepaid, mailed in Canada; or
- (c) sent by telecopy machine to the attention of the party entitled to receive it.

(2) Addresses for service or telecopy numbers:

- (a) In the case of the Region:

3501 Schmon Parkway, P.O. Box 1042
Thorold, ON L2V 4T7

Fax: (905) 685-5205

- (b) In the case of the Area Municipality:

Box 400, 20 Pelham Town Square
Fonthill, ON L0S 1E0

Fax: (905) 892-5055

or to such other address or telecopier number as the party hereto or receiving such notice, designation, communication, request, demand or other document shall, by a notice given in accordance with this section, have communicated to the party giving or sending or delivering such notice, designation, communication, request, demand or other document.

Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid shall:

- (a) if delivered as aforesaid, be deemed to have been given, sent, delivered or received on the date of said delivery;

- (b) if sent by mail as aforesaid, be deemed to have been given, sent, delivered and received (even if not actually received on that date) on the fourth business day following the date of mailing, unless at any time between the day of mailing and the fourth business day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lock out which affects postal service at the point of dispatch or delivery, in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mail, allowing for such discontinuance or interruption of regular postal service; and
- (c) if sent by telecopy machine, be deemed to have been given, sent, delivered and received on the date the sender receives the telecopy confirmation of receipt by the recipient.

9.2 TERM OF THE AGREEMENT

The within Agreement is intended by the parties to be in full force and effect until:

- (a) the Region has assumed all of the waste management powers and waste management functions of the Area Municipality; or
- (b) when the Area Municipality has exhausted all of its Site Capacity Entitlements as herein defined,

whichever event shall last occur.

9.3 ASSIGNMENT

The rights of the parties hereto shall not be assignable in any circumstance whatsoever.

9.4 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

9.5 WAIVER

Any party hereto which is entitled to the benefit of this Agreement may, and has the right to, waive any term or condition hereof at any time and such waiver shall not be deemed to constitute a waiver of the Agreement or the future waiver of the said term or condition which the party may require the enforcement of any subsequent breach thereof.

9.6 AMENDMENTS

No modification or amendment of this Agreement may be made unless agreed to by the parties hereto in writing.

9.7 COUNTERPARTS

This Agreement may be executed in several counterparts each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same document or instrument.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written above.

THE REGIONAL MUNICIPALITY OF NIAGARA
Per:

APPROVED AS TO FORM
BWB
AST REGIONAL SOLICITOR

Brian E. Merrett
Office - REGIONAL CHAIR
(Brian E. Merrett)
Thomas R. Hollick
Office - REGIONAL CLERK 960621
(Thomas R. Hollick)

THE CORPORATION OF THE TOWN
OF PELHAM
Per:

19 B...
Office - MAYOR
Murray Hackett
Office - CLERK

SCHEDULE "A" - ASSUMED AGREEMENTS

(PELHAM)

SCHEDULE "A" - ASSUMED AGREEMENTS

(PELHAM)

PARTIES	CONTRACT SUBJECT	CONTRACT TERM	SPECIAL TERMINATION OR RENEWAL PROVISIONS
Towns of Grimsby, Lincoln, Pelham and Township of West Lincoln	Joint Use and Management of Park Road Landfill Site	Term Equals the Duration of the Certificate of Approval for the Site	Early termination on consent of all parties or on notice by individual parties.
Towns of Grimsby, Lincoln, Pelham and Township of West Lincoln	Agreement to Establish Joint Program for the Acquisition of a Waste Disposal Site	Indefinite Term	Early termination on consent of all parties or on notice by individual parties.
Towns of Grimsby, Lincoln, Pelham and Township of West Lincoln	Operating Agreement for the Joint Operation and Management of the Regional Road No. 12 Landfill Site	Fifty (50) Year Term Commenced on June 23, 1988 and Thereafter from Year to Year until Otherwise Terminated.	Early termination on consent of all parties or withdrawal by individual parties on one years notice.
Town of Pelham and J.W. Sheldrick Sanitation Limited	Collection of Solid Waste and Other Refuse	Terminates April 1, 1997	

SCHEDULE "A" - ASSUMED AGREEMENTS

(PELHAM)

PARTIES	CONTRACT SUBJECT	CONTRACT TERM	SPECIAL TERMINATION OR RENEWAL PROVISIONS
Cities of Niagara Falls, St. Catharines, Port Colborne and Welland, Towns of Grimsby, Lincoln, Fort Erie, Niagara-on-the-Lake and Pelham and Township of Wainfleet	Joint Recycling Agreement for the Establishment and Maintenance of a Joint recycling Program	Five (5) Year Term December 1, 1994 to November 30, 1999	Automatic renewal on month-to-month basis following initial term/early termination on unanimous consent of all parties/right to withdraw from agreement following initial five (5) year term.
Cities of Niagara Falls, Port Colborne and Welland, Towns of Grimsby, Lincoln, Niagara-on-the-Lake, Fort Erie, Pelham and Township of Wainfleet and Philip Enterprises Inc.	Collection Agreement re: Recyclable Materials	April 1, 1996 to March 31, 2003	

SCHEDULE "A" - ASSUMED AGREEMENTS

(PELHAM)

PARTIES	CONTRACT SUBJECT	CONTRACT TERM	SPECIAL TERMINATION OR RENEWAL PROVISIONS
City of Niagara Falls, St. Catharines, Port Colborne and Welland, Towns of Grimsby, Lincoln, Fort Erie, Niagara-on-the-Lake and Pelham and Township of Wainfleet and Niagara Employment Agency Inc. (Niagara Recycling)	Processing Agreement re: Recyclable Materials	Five Year Term April 1, 1995 to March 31, 2000	Early termination on breach only.
Towns of Grimsby, Lincoln, Pelham and Township of West Lincoln and Concern Citizens Group	Neighbourhood Protection Policy	Site Life	
Cities of Niagara Falls, St. Catharines, Port Colborne and Welland, Towns of Grimsby, Lincoln, Fort Erie, Niagara-on-the-Lake and Pelham and Township of Wainfleet and Owner of 55 Oakdale Ave., St. Catharines	Lease for 55 Oakdale Avenue - Owner of property		

SCHEDULE "A" - ASSUMED AGREEMENTS

(PELHAM)

PARTIES	CONTRACT SUBJECT	CONTRACT TERM	SPECIAL TERMINATION OR RENEWAL PROVISIONS
Cities of Niagara Falls, St. Catharines, Port Colborne and Welland, Towns of Grimsby, Lincoln, Fort Erie, Niagara-on-the-Lake and Pelham and Township of Wainfleet and Niagara Recycling	Sub-Lease for 55 Oakdale Avenue, St. Catharines		
Cities of Niagara Falls, St. Catharines, Port Colborne and Welland, Towns of Grimsby, Lincoln, Fort Erie, Niagara-on-the-Lake and Pelham and Township of Wainfleet	Niagara Recycling Board Agency Agreement - Wainfleet		

L:\WP51\BURN\SOLWASTE\PELHAM.A

SCHEDULE "B" - ASSUMED ASSETS

Lands, Buildings and Land Leases

(PELHAM)

SCHEDULE "B" - ASSUMED ASSETS:
Lands, Buildings and Land Leases
(Pelham)

1. The Centre Street Landfill Site property including the following structures and infrastructure:

- Groundwater monitoring well system
- Caretaker shed

Location: Part of Lot 9, Concession 7, Township of Pelham now in the Town of Pelham, Regional Municipality of Niagara, Ontario.

2. The Town of Pelham's proportionate interest in the Niagara Road 12 Landfill Site property including the following structures and infrastructure:

- Leachate management system and pumping station
- Groundwater monitoring system
- Two (2) Toledo Weigh scales
- Scale house
- Maintenance building
- Household hazardous waste building
- Site office
- Compost facility
- Container station

Location: Part of Lots 6, and 7, Concession 7, Township of West Lincoln, in the Regional Municipality of Niagara, Ontario.

and

The 1600 metre forcemain which runs along Concession 7 to Park Road for the purposes of transmitting the leachate generated at the Niagara Region Road 12 Landfill Site to the sanitary sewer system.

3. Any and all leased premises or leasehold interests or the Area Municipality's proportionate interest therein, (but specifically excluding any right to waste inventory and all accounts payable and receivable as of the Effective Date as provided for in Article 4.6(c)) as a member of the "Niagara Municipal Recycling Board".

SCHEDULE "C" - ASSUMED ASSETS

Machinery, Equipment, Owned or Leased, and All Other Chattels

(PELHAM)

SCHEDULE "C" - ASSUMED ASSETS:
Machinery, Equipment, Owned or Leased, and All Other Chattels
(Pelham)

1. The following located at the Centre Street Landfill Site:
 - One (1) cube van box
 - The contents of the caretaker shed
2. Existing supply of blue boxes and backyard composters
3. The Town of Pelham's proportionate interest in the following located at the Niagara Region Road 12 Landfill Site:
 - Two (2) Robot submersible pumps
 - One (1) Fisher Porter electrodeless magnetic flow meter
 - Two (2) Multi-stage Grundfos centrifugal pumps
 - Three (3) Well-X-Troll pressure tanks
 - Simplex Data Gathering Panel
 - Simplex Data Gathering Remote Annunciator
 - Auto Dialler
 - Two (2) Computers with monitors and printer and Wyse terminal
 - The contents of all buildings
4. Any and all machinery, equipment, furniture, or leasehold interests or the Area Municipality's proportionate interest therein, (but specifically excluding any right to waste inventory and all accounts payable and receivable as of the Effective Date as provided for in Article 4.6(c)) as a member of the "Niagara Municipal Recycling Board".

SCHEDULE "D" - ASSUMED DEBT

(PELHAM)

TABLE
WASTE MANAGEMENT TRANSITION
BUDGET ESTIMATES - WASTE DISPOSAL

MUNICIPALITY: PELHAM

Part of Niagara Rd 12 Site¹

1. Operating Expenditures		1996	1995	1994
		Group Estimate	Budget	Actual
1001	Salaries - Permanent			
1013	Hourly Wages - Casual			
1060	Payroll Related Costs			
1.1	Sub-Total Wages & Benefits	43,581		
1.2	Mileage Allowance	0		
1.3	Seminars, Workshops & Training	0		
1.4	Conferences & Conventions	295		
1.5	Travel Expenses - Other	334		
1.6	Meal Expenses	0		
1.7	Membership Fees & Dues	196		
1.8	Office Supplies	1,375		
1.9	Books, Publications, Films	0		
1.10	Repairs/Maint. - Equipment	0		
1.11	Vehicle/Equipment - Rent - Flat Rate	0		
1.12	Office Furniture & Equipment	884		
1.13	Repairs/Maint. - Building & Ground	5,499		
1.14	Office Expenses (i.e. telephone, etc.)	3,025		
1.15	Insurance	2,946		
1.16	Materials - Site Operation*	4,242		
1.17	Advertising	1,159		
1.18	Contract - Site Operation	94,174		
1.19	Contracts - Other	29,656		
1.20	Consultants	2,907		
1.21	Overhead Allocation/Transfer	0		
1.22	Miscellaneous	5,990		
1.23	Total	196,263	151,358	132,524

2. Capital Costs		1996 Budget	1995 Budget	1994 Actual
Component				
2.1	Construction/Design	140,844		
2.2	Property Value Protection	88,988		
2.3	EA Study			
Total		229,832	1,088,163	105,106

3. Annual Debt		1996 Budget	1995 Budget	1994 Actual
3.1	Annual Payments	147,514	Nil	Nil

4. Revenues		1996	1995	1994
4.1	Municipal ²	178,200	135,310	130,124
4.2	Landfill Tipping Fees	17,563	14,296	200
4.3	Other	500	1,752	2,200
Total		\$196,263	\$151,358	\$132,524

5. Waste Requiring Disposal - tonnes		1996	1995	1994
3.1	Residential	3,300	3,929	4,054
3.2	KCI	100	0	2
Total		3,400	3,929	4,056

6. Outstanding Debt		\$1,000,000
6.1	Principal (as Dec 31/95)	
6.2	Repayment Schedule	

Year	Annual Amount
1996	147,514
1997	147,721
1998	147,401
1999	147,529
2000	148,113
2001	148,063
2002	148,235
2003	147,651
2004	148,291
2005	148,131

6.3 Unamortized Debt: nil

7. Items Transferred to Schedule H (based on 1996 data)		
7.1	Net Annual Costs (1.23-4.2)	\$178,700
7.2	Annual Debt Charges (6.2, 1996)	\$147,514
7.3	Unamortized Debt (6.3)	nil

Notes:

- Cost allocated based on informat provided by Management Board
Operating: 19.64%
Capital: 21.34%
See Niagara Road 12 Site page for complete costs and revenues. The cost and revenues shown are as provided by the Board of Management.
- This figure is the allocation of the Residential revenues for the entire site, as shown on Schedule D-13, which related to the disposal of municipally collected waste. These are funded by the tax base and therefore have not been net off expenditures.

Niagara Road 12 Landfill Site (Grimsby, Lincoln, Pelham & West Lincoln)

1. Operating Expenditures		1996	1995	1994
	Budget	Budget	Budget	Actual
1001 Salaries - Permanent				
1013 Hourly Wages - Casual				
1060 Payroll Related Costs				
1.1 Sub-Total Wages & Benefits		221,900		
1.2 1202 Mileage Allowance		0		
1.3 1221 Seminars, Workshops & Training		0		
1.4 1222 Conferences & Conventions		1,500		
1.5 1223 Travel Expenses - Other		1,700		
1.6 1225 Meal Expenses		0		
1.7 1230 Membership Fees & Dues		1,000		
1.8 1401 Office Supplies		7,000		
1.9 1404 Books, Publications, Films		0		
1.10 1804 Repairs/Maint. - Equipment		0		
1.11 2602 Vehicle/Equipment - Rent - Flat Rate		0		
1.12 3805 Office Furniture & Equipment		4,500		
1.13 1814 Repairs/Maint. - Building & Grounds		28,000		
1.14 2647 Office Expenses (i.e. telephone, etc.)		15,400		
1.15 2630 Insurance		15,000		
1.16 5940 Materials - Site Operation*		21,600		
1.17 2001 Advertising		5,900		
1.18 5920 Contract - Site Operation		479,500		
1.19 2190 Contracts - Other		151,000		
1.20 2007 Consultants		14,800		
1.21 Overhead Allocation/Transfer		0		
1.22 Miscellaneous		30,500		
1.23 Total		\$999,300	\$711,602	\$671,292

2. Capital Costs			
Component	1996 Budget	1995 Budget	1994 Actual
2.1 Construction/Design	660,000	4,869,800	148,409
2.2 Property Value Protection	417,000	81,553	
2.3 EA Study		147,817	344,168
Total	\$1,077,000	\$5,099,170	\$492,577

3.			
Annual Debt	1996 Budget	1995 Budget	1994 Actual
Annual Payments	See Individual Municipalities		

4. Revenues				
4.1	Municipal	907,200	636,154	612,927
4.2	Landfill Tipping Fees	89,400	67,213	47,725
4.3	Other	2,700	8,235	10,640
Total		\$999,300	\$711,602	\$671,292

5. Waste Requiring Disposal - tonnes				
3.1	Residential	16,800	17,837	18,486
3.2	I/C/I	1,600	700	403
Total		18,400	18,537	18,889

6. Outstanding Debt
6.1 Principal (as Dec 31/95) See Individual Municipalities

Notes:
Costs and revenues as provided by the Board of Management.

SCHEDULE "E" - ASSUMED EMPLOYEES

(PELHAM)

Not Applicable

SCHEDULE "F" - ASSUMED LIABILITIES

(PELHAM)

Not Applicable

SCHEDULE "G" - CERTIFICATE OF APPROVAL

(PELHAM)

SCHEDULE "G" - CERTIFICATE(S) OF APPROVAL
(Pelham)

1. Provisional Certificate of Approval (Disposal) No. A120901
Date Issued: September 2, 1982
Purpose: For the use and operation of a 2.0 hectare landfill site.
Location: Part of Lot 9, Concession 7, Centre Street, Township of Pelham, Regional Municipality of Niagara, Ontario.

2. Provisional Certificate of Approval (Disposal) No. A121215.
Date Issued: May 27, 1994
Purpose: For the use and operation of a 15.7 hectare landfilling site within a total site area of 41.57 hectares.
Location: Part of Lots 6 and 7 and Part of Unopened Road Allowance between Lots 6 and 7, Concession 7, Township of West Lincoln, Regional Municipality of Niagara.

3. Order-In-Council No. 231/94 EAA Approval
Date Issued: February 3, 1994

4. Certificate of Approval (Sewage) No. 3-1504-94-956
Date Issued: February 10, 1995
Purpose: Stormwater management facilities and appurtenances.
Location: Part of Lots 6 and 7, Concession 7, township of West Lincoln.

SCHEDULE "G" - CERTIFICATE(S) OF APPROVAL
(Pelham)

5. Certificate of Approval (Sewage) No. 3-0201-95-006
Date Issued: April 10, 1995
Purpose: Leachate pumping facility.
Location: Part of Lots 6 and 7, Concession 7, Township of West Lincoln.
6. Generator Registration Report ON0450004
Date Issued: July 28, 1995
Location: 7015 Concession 7 Road, Part Lots 6 and 7, Concession 7, Township of West Lincoln.

SCHEDULE "H" - SITE CAPACITY ENTITLEMENT
(PELHAM)

and

DOMESTIC TIPPING FEE
and all components thereof

SCHEDULE "H"

Area Municipal Background Data and Annual Calculation of
Site Capacity Entitlement and Domestic Tipping Fee
(Updated Annually)

1. AREA MUNICIPALITY

PELHAM

2. MOST RECENT ASSESSMENT DATA¹

2a 1994 Population

13,702

2b 1994 Residential Units

5,102

2c 1994 Residential Units Provided
Collection by Municipality²

5,102

3. ANNUAL MUNICIPAL WASTE REQUIRING DISPOSAL²

3a 1993 - 3,980 tonnes

1994 - 4,056 tonnes

1995 - 3,929 tonnes

3b 3-Year Average - 4,000 tonnes

4. MUNICIPAL WASTE DISPOSAL SITES

4a Active Sites - 1996

1. Niagara Road 12 (Located within West Lincoln)

2.

Provisional Certificate of Approval³

4a.1 No. A121215 Date Issued May 27, 1994

4a.2 No. Date Issued

4b Sites Closed as of October 6th, 1995

1.

2.

Provisional Certificate of Approval³

4b.1 No. _____ Date Issued _____

4b.2 No. _____ Date Issued _____

5. ESTIMATED WASTE DISPOSAL CAPACITY TO FINAL CONTOURS FROM⁴:

January 1st, 1996

5.1 Name of Landfill

Niagara Road 12

5.1a Cubic Metres (m³)

297,100

5.1b Conversion to Tonnes⁵

172,085

5.2 Name of Landfill

5.2a Cubic Metres (m³)

5.2b Conversion to Tonnes⁵

5.3 Total Waste Disposal Capacity¹⁰

m³ 297,100

tonnes 172,085

6. SITE LIFE RESTRICTION⁶

6.1 Name of Landfill

Niagara Road 12

6.1a Does Landfill Certificate of Approval Identify Specific Closure Date?

YES _____ NO X _____

6.1b If Yes, What is Closure
Date and Waste Disposal
Capacity (m³ and tonnes)?

Closure Date _____

m³ _____

tonnes _____

6.2 Name of Landfill _____

6.2a Does Landfill Certificate of
Approval Identify Specific
Closure Date?

YES _____ NO _____

6.2b If Yes, What is Closure
Date and Waste Disposal
Capacity (m³ and tonnes)?

Closure Date _____

m³ _____

tonnes _____

7. SITE CAPACITY ENTITLEMENT⁷

7a 297,100 m³ 172,085 tonnes

8. RELEVANT COSTS - DOMESTIC TIPPING FEE

8a	Net Annual Costs <u>1996</u> ⁸	<u>\$178,700</u>
8b	Annual Debt Charges <u>1996</u> ⁸	<u>\$147,514</u>
8c	Estimated Closure Costs ² (over 25 years)	<u>\$271,097</u> (Niagara Road 12)
		<u>\$193,672</u> (Park Road)
		<u>\$435,800</u> (Centre Street)
	Total	<u>\$900,569</u>

8d	Unamortized debt ⁸	\$	N/A
8e	Net Planning Costs ²	\$	460,066

9. CALCULATION OF DOMESTIC TIPPING FEE⁹

\$ 89 per tonne

10. NOTES

(a) Sources of Data

- 1. Provincial Assessment Office - Ministry of Finance - Property Assessment
- 2. Provided by Area Municipality. In the case of the Grimsby Club area municipalities, the following proportionate share was used for estimated landfill closure costs:

		<u>Park Road Site</u>	<u>Niagara Road 12</u>
•	Grimsby	- 30.17%	- 33.34%
•	Lincoln	- 28.64%	- 28.57%
•	Pelham	- 20.54%	- 19.64%
•	West Lincoln	- 20.65%	- 18.45%

- 3. Certificates of Approval information is included in Schedule "G"
- 4. Remaining capacity available as of January 1, 1996 was calculated using survey plans, final contour plans, information contained on the original applications, supporting documentation, site visits, discussions with Municipal staff, review of Landfill Inventory Checklists, conditions of Certificates of Approval (height or capacity limitations) and the average annual disposal rate (1993 to 1995).

(b) Calculation Formulae

- 5. Conversion of cubic metre disposal capacity to tonnes will use the average of the volumetric and apparent waste density methods as follows:

(i) Volumetric Method

Waste Tonnage = $\left(\frac{\text{Annual Volume of Capacity Used}}{\text{Cover Used}} \right) \times \text{In Place Waste Density}$

Note 1. Cover used is 1 part cover to 4 parts waste being -

2. Annual Cover = $\frac{\text{Volume Used}}{5}$

3. In place density is .7 tonnes/m³ for this method

(ii) Apparent Waste Density Method Where:

$$\begin{array}{lcl} \text{Waste} & = & \text{Annual Volume Used (Including Cover)} \times \text{In Place Density} \\ \text{Tonnage} & & \end{array}$$

Note: 1. In place density is .6 tonnes/m³ for this method

6. Site life restriction based on landfill Certificate of Approval.
7. Site capacity entitlement is measured in tonnes and cubic metres and is determined as follows:

$$\begin{array}{lcl} \text{(i) Site Capacity Entitlement} & = & \frac{43 \text{ yrs } 0 \text{ months}}{\text{(Disposal Capacity to Final Contours)}} \times \frac{4,000 \text{ tonnes}}{\text{(Tonnes disposed/yr for a 3 yr average)}} \end{array}$$

OR WHERE THERE IS A SITE LIFE RESTRICTION

$$\begin{array}{lcl} \text{(ii) Site Capacity Entitlement} & = & \frac{\text{___ yrs ___ months}}{\text{(To Closure Date)}} \times \frac{\text{___ tonnes}}{\text{(Tonnes disposed/yr for a 3 yr average)}} \end{array}$$

8. As Per Schedule "D":
9. Domestic Tipping Fee = $\frac{\text{Net Annual costs} + \text{annual debt charges} + R}{\text{annual tonnage of waste}}$
- Where R = $\frac{\text{Closure Costs} + \text{Unamortized Debt} - \text{Net Planning Costs}}{25 \text{ years}}$

10. Niagara Road 12 Landfill Site

Design Capacity (October 10, 1995) = 880,000 tonnes
Remaining Capacity (January 1, 1996) = 876,200 tonnes (1,510,345 m³)

Allocation of Remaining Capacity:

Grimsby (33.34%) =	292,125
Lincoln (28.57%) =	250,330
Pelham (19.64%) =	172,085
West Lincoln (18.45%) =	161,660
	<hr/>
	<u>876,200</u> tonnes

SCHEDULE "I" - DELEGATION PERIOD
(PELHAM)

Budget and Costs as Provided for in Articles 4.3(d) and (g)

This information will be provided later.

Retained Employees - Articles 4.3(b) and 4.4(b)

Not Applicable.