

AMENDMENT/EXTENSION TO CONTRACT ES-SW-02-2010

THIS AGREEMENT MADE IN DUPLICATE ON THIS ___ DAY OF _____, 2017

BETWEEN:

THE CORPORATION OF HALDIMAND COUNTY

(hereinafter referred to as "the County")

OF THE FIRST PART

- and -

THE REGIONAL MUNICIPALITY OF NIAGARA

(hereinafter referred to as the "Region")

OF THE SECOND PART

Whereas the Corporation of Haldimand County desired that certain services should be provided, namely, Blue Box Recyclable Material Processing and Marketing Contract, RFP-ES-SW-02-2010 and has accepted the proposal by the Contractor for the execution, completion and maintenance of such services, and the parties entered into agreements dated October 4th, 2010, for the provision of those services (the "Material Purchase Agreement");

AND WHEREAS the parties have agreed upon certain amendments and clarifications to the Materials Purchase Agreement which they would like to record in this amending agreement (the "Amending Agreement");

NOW THIS AMENDING AGREEMENT WITNESSETH AS FOLLOWS:

1. In this amending agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of the Contract referred to in the Materials Purchase Agreement, unless otherwise specified.
2. The parties confirm that in all other respects the terms, covenants and conditions of the Materials Purchase Agreement, as amended, continue in full force and effect except as modified by this Amending Agreement.
3. **Section 2.11.1 – Term of Contract; shall be revoked and replaced with the following:**

It is the County's intention to enter into a Contract for a one (1) year , 9 month period, beginning Friday, July 7, 2017 and expiring Friday, April 5, 2019, with an option to extend the contract for three (3) additional one (1) year terms. The option to extend will be based on Contractor performance over the term of the Contract, program continuance, successful revenue generation as deemed by the County, internal approvals, etc.

The parties agree that after April 5, 2019, the County or the Region may, in its sole discretion and without cause, terminate this Agreement at any time upon giving six (6) months prior written notice. Prior to April 5, 2019 the Agreement may be terminated for cause in accordance with the terms of the Agreement.

4. **Section 2.11.3 – Transferability; shall be revoked and replaced with the following:**

2.11.3 Change of Laws Termination:

The County reserves the right to alter, amend, delete or modify any of the Services if required or permitted to do so as a result of any change in applicable legislation, including without limitation, those changes arising from the coming into force of the *Waste-Free Ontario Act*.

5. **Amending Agreement, October 28, 2014, Section 2.4.6 Compaction of Blue Box Materials shall be revoked and replaced with the following:**

In order to prevent Blue Box Material (Containers) from being too compacted to properly sort, Haldimand County agrees that the Containers must not be compacted more than an average of 130 kg/cubic metre calculated on a monthly basis.

Calculations of averages will be based on all loads received from the first day of each month, to and including the last day of each month, by taking the density for each load and dividing by the number of loads per month.

The County will be notified for correction each time the month average exceeds 130 kg/cubic metre. Correction will require subsequent monthly averages to be no more than equal to or lesser than 130 kg/cubic metre. Should Haldimand County exceed 130 kg/cubic metre for more than three consecutive months, a penalty shall apply to the third consecutive month's total container tonnage. The Penalty shall be that the total container tonnage for that third consecutive month is subject to a processing fee surcharge of 20% on the Container Unit Price Processing.

6. **Schedule of Prices**

Upon the execution of this extension agreement, the current Schedule of Prices shown below will remain in effect and continue to be adjusted annually in accordance with the existing terms and conditions of the Contract.

Processing Cost per Tonne Containers	\$83.96/tonne
Processing Cost per Tonne Fibres	\$29.87/tonne

IN WITNESS WHEREOF the parties hereto have caused their respective Common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first written above.

THE CORPORATION OF HALDIMAND COUNTY

Paul Mungar
General Manager, Public Works

I have the authority to bind the Corporation.

THE REGIONAL MUNICIPALITY OF NIAGARA

Company Signing Officer

I have the authority to bind the Corporation.

Witness

I have the authority to bind the Corporation.

DRAFT