

August 26, 2015

Report To: Mayor & Council

From: Doug Brown, Manager of Operations & Facilities

SUBJECT: Recycling Services – Execution of 5-year term Agreement for Haulage & Processing with Emterra

As you are aware the upgrades to the Town's Recycling transfer station/drop-off depot facility are nearly complete. As a result the method of hauling and processing the Town's recyclables must be modified at this time.

Prior to the upgrades, the Town delivered the recyclables by utilizing Northern Deck (part of Gardwine Group Ltd. Partnership) walking floor trailers to the Cascade Material Recovery Facility (MRF) located at 100 Omands Creek Blvd. Winnipeg, Manitoba. There were no agreements in place with either Northern Deck (haulage) or Cascade (processing). The Town's workforce and equipment has been extensively utilized to load the walking floor trailers and empty the four - 6 cubic yard drop-off containers on a continuous basis.

In the near future the curbside collection recycling truck will dump directly into the hopper of the stationary compactor unit (c/w an attached 40 cubic yard roll off container) by accessing the hopper on top of the concrete retaining wall. The general public will continue to drop off their recyclables, however they will place them into a hopper attached to another stationary compactor unit (c/w another 40 cubic yard roll-off container). Access to this hopper will be from outside the existing chain link fencing.

As a result of these upgrades, there will be a cost savings to the Town as less manpower resources will be required to operate the recycling facility.

The Town received funding from Stewardship Ontario for the installation of the new stationary compaction equipment and the 40 cubic yard roll-off containers where the Town will receive 44% of the total project costs. One of the reasons why the Town received the funding for these upgrades, was to ensure that a permanent network of recycling services could be offered in the Rainy River District. The smaller communities west of Town would be able to piggyback or tap into such recycling services in the future.

Since the latter part of July, Emterra has been hauling two 40 cubic yard roll off containers of recyclables per trip to their MRF (recycling plant) at 1029 Henry Avenue, Winnipeg Manitoba. Approximately 90 tonnes has already been delivered to the Emterra MRF in Winnipeg.

At this time, administration is recommending that the Town enter into two separate 5-year term recycling service agreements with Emterra; one for haulage and the other for processing.

In regards to how the agreements were developed, Stewardship Ontario obtained quotes from both MRFs; Emterra and Cascades in the 2nd quarter of 2014 on behalf of all the municipalities in the Kenora and Rainy River Districts to try to obtain better pricing and/or price control. Also draft copies of the standard recyclable haulage and processing agreements were supplied to the Town by Stewardship Ontario and Waste Diversion Ontario where the Town's lawyer reviewed the agreements prior to them being forwarded to Emterra for review and approval.

Please find attached a draft copy of both agreements for your review and comments.

The Operations & Facilities executive committee recommends the following;

- 1) That the Town enter into a 5-year term agreement with Emterra for haulage services of the Town's recyclables commencing on September 14, 2015.
- 2) That the Town enter into a 5-year term agreement with Emterra for processing services of the Town's recyclables commencing on September 14, 2015.
- 3) That the Mayor and Clerk be authorized to execute the recycling service agreements with Emterra on behalf of the Corporation.

Respectfully Submitted
Operations & Facilities Division

A handwritten signature in black ink that reads "Doug Brown". The signature is written in a cursive, flowing style.

Doug Brown, P. Eng.
Operations and Facilities Manager

Council approval of this report will ensure the following;

- 1) That the Town enter into a 5 year term agreement with Emterra for haulage services of the Town's recyclables commencing on September 14, 2015.
- 2) That the Town enter into a 5 year term agreement with Emterra for processing services of the Town's recyclables commencing on September 14, 2015.
- 3) That the Mayor and Clerk be authorized to execute the recycling service Agreements with Emterra on behalf of the Corporation.

2015AugustreportEmterraagreements

Haulage Agreement between Emterra and The Corporation of the Town of Fort Frances

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This Agreement is made as of the _____ day of _____ 2015,

Between:

Halton Recycling Ltd. dba Emterra Environmental.

Hereinafter referred to as the “**Contractor**”

And

The Corporation of the Town of Fort Frances in the Province of

Ontario. Hereinafter referred to as the “**Municipality**”

Whereas the Municipality wished to enter in an agreement to secure the services of the Contractor to transport Recyclable Materials from the Municipal Transfer Facility to the Emterra MRF; and

Whereas the Contractor intends to acquire and operate transport equipment designed for the haulage of Non-Hazardous Solid Waste/Recyclables; and

Whereas the Contractor wishes to enter into an agreement to supply haulage services to The Municipality subject to the terms herein set out;

Now Therefore, in consideration of the mutual promises, terms, conditions and covenants contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

1.0 Definitions:

In this Agreement and any Schedules hereto, the following terms shall have the meanings described:

- (a) “Agreement” shall mean this Agreement and any schedules, attachments and amendments thereto;
- (b) “MRF” means the Emterra Recycling Facility located at 1029 Henry Ave, Winnipeg, Manitoba;
- (c) “Business Day” means 7:00 AM to 7:00 PM, Monday through Saturday, excluding statutory holidays identified in Schedule 1 – Statutory Holidays;
- (a) “Agreed Recyclable Materials” means materials included in Schedule 2 - Acceptable Materials Under This Agreement including Residual Materials (not acceptable materials outlined in schedule 2) collected in a curbside or depot collection program in the Municipality and transported to the MRF either by municipal transfer vehicles or by contract transfer vehicles.
- (d) “Transfer Facility” means the municipal solid waste transfer facility(ies) located at 533- 6th Street West, Fort Frances Ontario.
- (e) “Container” means the compactor roll off containers purchased by the Municipality for use with the Blue Box compactor unit or units installed at the Transfer Facility.
- (f) “Undertaking” means the work contemplated in Section 3.0.

2.0 Representations:

The Contractor hereby represents and warrants unto the Municipality that:

- (a) It has done all corporate acts necessary to enter into and carry out its obligations under this Agreement; and
- (b) It is not a non-resident of Canada within the meaning of Section 116 of the Income Tax Act (Canada).
- (c) It has done all due diligence necessary to understand and fully perform the scope of work required under this agreement and any amendments thereto.

3.0 Solid Waste Haulage:

The Contractor agrees to supply the haul trucks and transport full containers of Agreed Recyclable materials from the Compactor unit at the Municipality's Transfer Facility; install an empty container to replace the removed container, load the removed container onto a haulage vehicle provided by the Contractor; haul the removed container to the Contractor's MRF and return any empty containers to the Municipality's Transfer Facility as needed to insure adequate capacity is available at the Transfer Facility during operating hours.

4.0 Contractor's Obligations:

The Contractor shall at its own expense:

- (b) supply all labour, equipment and materials necessary to carry out its obligations hereunder, save and except for that labour, equipment and materials which this Agreement specifically provides are to be supplied by the Municipality;
- (c) monitor and report to the municipality on a monthly basis on tonnages of material delivered to the MRF and ensure that Containers are returned to the Transfer Facility in good condition suitable for installation and operation;
- (d) compensate the Municipality or repair any damage to the Municipality's equipment caused by the negligence or misconduct of the Contractor's employees or equipment, normal wear excluded. The Contractor shall immediately repair or replace defective equipment (in the sole discretion of the municipality) following notice in writing delivered to the contractor.;
- (e) use only such equipment and material as meets with the approval of the Municipality;
- (f) comply with all federal, provincial and municipal laws, and the Municipality's safety rules while carrying out its obligations under this Agreement;
- (g) designate a foreperson who shall be responsible for overseeing the operations of the Contractor's employees or servants in carrying out this Agreement and provide the Municipality with the foreperson's name, location, e-mail and telephone number(s) and provide the ability to leave a message 24 hours/day which shall be promptly answered by the foreperson or other person of authority capable of resolving any

urgent agreement operating issues.;

- (h) submit, on a form approved by the Municipality, regular monthly reports showing particulars of the work performed by the Contractor to a representative designated by the Municipality who shall, if satisfied that the report accurately sets out the work performed by the Contractor, approve and sign the report;
- (i) at all times enforce discipline and good order among its employees and not employ any incompetent person or person not skilled in the work assigned; and
- (j) provide the Municipality with independent certified monthly reports of fuel use data related to any haulage vehicles used under this Agreement.

5.0 Municipality's Obligations:

The Municipality agrees:

- (a) to promptly sign off on Contractor's reports, described in Subsection 4.0(g), if completed in a satisfactory manner;
- (b) to provide adequate supervision and direction at the Transfer Facility;
- (c) to provide the necessary labour, equipment and facilities to load Solid Waste/Agreed Recyclable Materials into the Roll-off Containers;
- (d) to compensate the Contractor or repair any damage to the equipment that occurs at the Transfer Facility caused by the negligence or misconduct of the Municipality's employees or equipment, normal wear and tear excluded;
- (e) to supply third party liability, fire, theft and vandalism insurance on the Municipality's equipment.

6.0 Term:

Absence a Change of Law as described in Section 14.0, this agreement shall be for a term of five (5) years from September 14, 2015 to September 13, 2020.

7.0 Payment For Work:

The Municipality shall, within 30 days of receipts and approval of invoices prepared by the Contractor, pay to the Contractor such sum as is determined to be payable to the Contractor pursuant to Section 8.0, less any amount which is owed by the Contractor to the Municipality.

8.0 Price:

The Municipality agrees to pay for the services set out in this agreement at the following rate:

- (a) Rate per trip for Agreed Recyclable Materials hauled from the Transfer Station \$1650 per trip plus HST; This rate shall include all regularly scheduled maintenance costs for the equipment in service.
- (b) Haulage of materials (not acceptable materials) not usually hauled as part of this

agreement shall be at such rates as are agreed upon from time to time by the parties;

- (c) The rate set out in Paragraph 8.0(a) hereof is based on use of Tandem Axle Roll Off Truck and Four Axle Trailer Combination with an allowable gross vehicle weight of 53,500 kilograms and manufactured prior to July 1, 2011. In the event that the allowable weight is increased or decreased by an appropriate government body, the payload shall be altered, but the rate per load shall remain the same;
- (d) The rate set out in Paragraph 8.0(a) is based on supply of Recyclables from the Transfer Station on an as needed basis (estimated thirty (30) trips per year). This volume will fluctuate from month to month and the Contractor must alter their hauling schedule to meet these fluctuations. There will be no adjustment in the price per load for any such alteration;

9.0 Escalation:

The Municipality agrees that the Rates herein will be subject to annual escalation or reduction as follows:

- (a) The parties agree that the rates provided for in this agreement shall be adjusted on each anniversary of this agreement, the first such adjustment to take place on July 1st, 2016 and thereafter on each July 1st during the term of the agreement, as follows:

- (i) by a factor to compensate for changes in the Consumer Price Index, as shown on CANSIM Table 326-0020, or successor table, for Winnipeg, Manitoba, All Items, and calculated as follows:

$$\text{CPI Factor} = \text{Average CPI for prior agreement year} \div \text{Average CPI for 12 months prior to start-up of Agreement}$$

$$\text{New Rate} = \text{Original Rate} \times \text{CPI Factor}$$

- (ii) by a Fuel Surcharge Factor per trip (FSF), based on fuel prices, reported for Thunder Bay on the Ontario Ministry of Energy Fuel Prices web page, equal to:

$$\text{FSF} = \text{Return distance in kilometres between facility and MRF} \times \text{litres per kilometer for truck determined from independent certified reports of fuel use data described in sub section 4.0(j)} \times \text{difference between average fuel price for 12 months prior to adjustment date and the Baseline Fuel Price described in section 9.0(b)}.$$

- (b) The Baseline Fuel Price for diesel, for this agreement, shall be set at 115.0 cents per litre (plus applicable taxes). The Baseline Fuel Price for compressed natural gas (CNG) price for this agreement shall be set at 85.0 cents per litre.

10.0 Protection of Life Property and Public Utilities:

The Contractor is responsible for taking appropriate safety precautions in carrying out its

obligations under this Agreement. The Contractor shall protect all property from damage or losses resulting from the performance of this Agreement and shall minimize the disturbance and inconvenience to the public. In the case of any emergency arising during the performance of this Agreement affecting or threatening the Municipality's facilities, or safety of life, or adjoining or other property, the Municipality may, unless directed to the contrary by emergency authorities, at their discretion, take such steps as deemed proper to prevent or lessen any such effect or threat, provided, however, that in case of such emergency, the Municipality shall forthwith notify the Contractor of any action taken.

11.0 Insurance:

- (a) The Contractor shall maintain such insurance, or pay such assessments, as will protect them and the Municipality from all claims:
 - (i) under the Workers Compensation Act;
 - (ii) minimum of \$5 million for damages for personal injury including death; and
 - (iii) minimum of \$2 million for property damage;which may arise as a consequence of Contractor performance or non-performance of obligations under this Agreement;
- (b) Such Policy shall name the Municipality as an additional insured thereunder and shall contain:
 - (a) The insurer's waiver of any rights of subrogation or indemnity or any other claim to which the insurer might otherwise be entitled as against the Municipality and any other corporation owned, operated, or controlled by or affiliated with the Municipality, together with a severability of interest clause and a cross liability clause;
 - and
 - (b) An undertaking by the insurer not to cancel, change, lapse or refuse to renew the insurance therein granted without first giving the parties notice of its intentions in writing of at least 60 days prior to the intended change, lapse, cancellation or termination.
- (c) Certificates of such insurance shall be furnished to the Municipality on an annual basis and shall be subject to its approval as to the adequacy of protection. Such insurance shall be maintained until the Municipality certifies that performance of this Agreement is complete.

12.0 Permits, Licenses:

The Contractor, its agents and assigns shall obtain, pay for and maintain all permits and licenses, whether of a permanent or temporary nature, necessary for it to carry out its obligations hereunder and to operate and do business in any province, municipality or other jurisdiction in which the parties carry out any part of this Agreement.

13.0 Assignment or Sub-Contract:

It is agreed that this Agreement and the rights and obligations of the Contractor may not be assigned or subcontracted without the express written consent of the parties, which consent will not be unreasonably withheld.

14.0 Change of Law

“Change of Law” means the coming into effect after the date of this Agreement changes to the Ontario Waste Diversion Act; Ontario Regulation 273/02; Ontario Regulation 101/94; the Blue Box Program Plan; or any applicable judgment of a relevant court of law which changes the interpretation of these statutes and is a binding precedent affecting the obligations of the Municipality to collect, transport, process or otherwise manage residential Blue Box materials.

If the obligations of the Municipality change as a result of a Change of Law, the Municipality may give notice of termination and the contractor shall not be entitled to any compensation following the termination date notwithstanding any time remaining on the original term of the or any extensions thereon agreed to by the parties.

If a Change of Law occurs, the Municipality and the Contractor are obliged to take reasonable steps to mitigate the adverse impact of such Change of Law upon the “Agreement.”

15.0 Liens:

The Contractor undertakes and agrees to take all necessary and proper steps to ensure that no claims for liens will be filed against the property of the Municipality. If, notwithstanding the foregoing undertaking, any claim for a lien shall be filed, and so often as the same shall happen, the Contractor agrees that they will, at their own expense, within ten (10) days of the Contractor receiving notice of the filing thereof, cause the same to be canceled and removed.

16.0 Contractor to Indemnify Municipality

The Contractor further agrees to indemnify the Municipality against all loss, costs, charges and expenses occasioned by, resulting from or in any way arising out of such claims.

17.0 Arbitration or Mediation:

All matters in dispute under this Agreement that are not resolved in a timely fashion shall be referred to mediation, or failing resolution at mediation, to arbitration by a single arbitrator, if the parties agree upon one, otherwise to an arbitrator appointed by the Superior Court of Justice of Ontario, pursuant to the Arbitration Act of Ontario.

18.0 Termination:

This agreement may be terminated by the Contractor or the Municipality in the event of a material change in circumstances on six (6) months notice.

19.0 Default:

In the event that the Contractor is in default of its obligation under this agreement, the Municipality may correct the default and charge the cost of the corrective action to the Contractor.

In the event that either party is in default of its obligations hereunder, and such default continues after six (6) months written notice, or in the event that either party becomes insolvent or bankrupt, then the other party may forthwith terminate this agreement.

20.0 Performance Bond:

For the first year term of the this haulage agreement, the Contractor shall supply the Municipality with an irrevocable letter of credit or other performance bond in the amount of \$25,000. It is understood by both the Municipality and the Contractor the requirement to maintain a letter credit for the full term of the agreement will be re-evaluated by the Municipality in July of 2016 with the understanding that it may not be required for the remainder of the term of the agreement.

21.0 Notice:

Any notice, direction or other instrument required or permitted to be given to the Contractor hereunder shall be in writing and may be given by mailing same, postage pre-paid, or delivering same to the Contractor at 1029 Henry Ave Winnipeg MB R3E 1V6. Any notice, direction or other instrument required or permitted to be given to the Municipality hereunder shall be in writing and may be given by mailing same, postage pre-paid, or delivering same to the Municipality at Attention Clerk, 320 Portage Avenue, Fort Frances, Ontario P9A 3P9. Notice will be deemed to having been given as of 3 business days after the post date of mailing.

22.0 Force Majeure:

Delays in or failure in the performance of either party under the Agreement shall not constitute default hereunder or give rise to any claim for damages if and to the extent caused by occurrences beyond the control of the party affected, including but not limited to decrees of Government, acts of God, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents, but lack of finances, strikes or other concerted acts by workers, delay or failure arising out of the nature of the Work to be done, or from the normal action of the elements or from any normal difficulties which may be encountered in the performance of the Work, having regard to the nature thereof, shall in no event be deemed to be a cause beyond a party's control. Normal difficulties include but are not limited to those related to quality of equipment or delay in delivery of equipment.

In the event that performance of this Agreement in the reasonable opinion of either party is made impossible by force majeure, then either party shall notify the other in writing and the

Municipality shall either;

- a. terminate this Agreement forthwith and without any further payments being made, or
- b. Authorize the Proponent to continue the performance of the Agreement with such adjustments as required by the existence of the force majeure and agreed upon by both parties. In the event that the parties cannot agree upon the aforementioned adjustments, it is agreed by the parties that this Agreement shall be terminated.

23.0 Contractor to Assume Custody of Agreed Solid Waste:

The Contractor shall assume custody and control of the Agreed Recyclable material once it has been loaded into the haulage vehicle and leaves the property of the Transfer Facility.

24.0 Waiver:

No provision of this Agreement will be deemed to be waived, and no breach excused, unless such waiver or consent excusing the breach is in writing and signed by the party to be charged with such waiver or consent. A specific waiver of any provision of this Agreement or of any breach of any provision is not deemed or construed to be a change, amendment or modification of any provision of this Agreement or waiver of any other breach, whether of the same or of any other provision, nor shall any delay or omission on the part of any party to this Agreement to exercise or avail itself of any right it has or may have under this Agreement, operate as a waiver of any other breach or right, nor will any waiver or failure to enforce any of the provisions of this Agreement in any way affect the validity of the Agreement of any part of it.

25.0 Time Of The Essence:

Time shall be of the essence hereof.

26.0 Schedules

Schedules to this agreement may be added by the parties from time to time as required.

27.0 Entire Agreement:

This Agreement supersedes all prior negotiations and agreements including, without limitation, any previous agreement, with respect to the haulage of Recycle material and contains the entire understanding between the Parties.

28.0 Governing Law, Currency Headings and Interpretations

- (a) This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein;
- (b) All sums of money referred to herein are expressed in Canadian currency;
- (c) Headings appearing in this Agreement are for general information and reference only and this Agreement shall not be construed by reference to such headings;
- (d) Materials or work described in words which, so applied, have a well known technical or trade meaning shall be held to refer to such recognized standards;

- (e) In interpreting this Agreement, where the context so requires, the singular shall include the plural and the masculine and the feminine shall include the neuter and vice-versa.

In Witness Whereof the Contractor and the Municipality have signed this Agreement by their duly authorized officers as of the day and year first above mentioned.

Halton Recycling Ltd. dba Emterra Environmental

Per: _____ Date: _____

I have the authority to bind the Corporation

Per: _____ Date: _____

I have the authority to bind the Corporation

The Corporation of the Town of Fort Frances

Per: _____ Date: _____

I have the authority to bind the Corporation

Per: _____ Date: _____

I have the authority to bind the Corporation

Schedule 1 - Statutory Holidays

New Years Day	January 1 st
Family Day (Ontario)	3 rd Monday in February
Good Friday	varies
Victoria Day	Monday before May 25 th
Canada Day	July 1 st
Civic Holiday (Ontario)	First Monday in August
Labour Day	First Monday in September
Thanksgiving	2 nd Monday in October
Remembrance Day	November 11 th
Christmas day	December 25 th
Boxing Day (Ontario)	December 26 th
½ day December 24 th Open 7:30 am to 11:30 am PW office closed at 11:30	
½ day December 31 th Open 7:30 am to 11:30 am PW office closed at 11:30	

Schedule 2 - Acceptable Materials Under This Agreement

Emterra's Winnipeg Single Stream MRF can process the full spectrum of packaging and printed paper, including:

1. OCC
2. ONP
3. Flyers, writing paper, envelopes, magazines, junk mail, clean pizza boxes
4. Boxboard
5. Rigid food and beverage plastic #1-7 containers including clam shells
6. Aseptic and polycoated food and beverage containers
7. Aluminum food and beverage containers
8. Tin food and beverage containers
9. Glass bottles and jars

The following materials are **not acceptable** (Residual Materials) at this facility:

1. Laminated paper cups
2. expanded polystyrene
3. Film plastic
4. Aluminum foil, foil pie plates, foil food containers
5. Mirrors, window glass, broken glass
6. Light bulbs, drinking glasses, ceramics, cookware
7. Styrofoam packing & trays
8. Non-paper gift wrap eg – foil gift wrap
9. Cardboard boxes with wax coating
10. Paper towels, napkins or tissues
11. Used Motor oil containers & batteries
12. Bioplastic or compostable plastic
13. Liquid- absorbing pads e.g. in trays of meats, poultry, fish etc..
14. Plastic wrap and shrink wrap for meat, poultry, fish or cheese
15. Plastics that are not containers e.g. toys, laundry baskets, plastic cutlery
16. Ceramic plant pots
17. Plastic blister packs e.g. plastic/paper packing for batteries, toothbrushes, etc.. or plastic/foil protective packing for chewing gums and pills

Additional materials may be added for inclusion or exclusion from time to time during the term of this contract with the consent of both parties, in writing, following negotiated changes to prices and other contract terms as may be applicable.

Processing Agreement between Emterra and The Corporation of the Town of Fort Frances

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This Agreement is made as of the _____ day of _____ 2015,

Between:

Halton Recycling Ltd. dba Emterra Environmental.

Hereinafter referred to as the “**Contractor**”

And

The Corporation of the Town of Fort Frances in the Province of

Ontario. Hereinafter referred to as the “**Municipality**”

Whereas the Contractor wishes to enter into an agreement to provide processing services for Non-Hazardous Solid Waste/Recyclables to the Corporation of the Town of Fort Frances on and subject to the terms herein set out;

Now Therefore, in consideration of the mutual promises, terms, conditions and covenants contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

1.0 Definitions:

In this Agreement and any Schedules hereto, the following terms will have the meanings described unless the context otherwise specifically provides:

- (a) “Agreement” shall mean this Agreement and any schedules, attachments and amendments thereto;
- (b) “MRF” means the Emterra Recycling Facility located at 1029 Henry Ave, Winnipeg, Manitoba;
- (c) “Business Day” means 7:30 AM to 4:00 PM, Monday through Friday, excluding statutory holidays identified in Schedule 1 - Statutory Holidays;
- (d) “Contracted recyclable material” means all recyclable material as listed for curbside collections as specified in Schedule 2 - Acceptable Materials Under This Agreement.
- (e) “Single Stream Materials” means materials included in Schedule 2 - Acceptable Materials Under This Agreement including Residual Materials (not acceptable materials outlined in schedule 2) collected in a curbside or depot collection program in the Municipality and transported to the MRF either by municipal transfer vehicles or by contract transfer vehicles.
- (f) “Undertaking” means the work contemplated in Section 3.0, subject to the Contractor’s obligations in Section 4.0.

2.0 Representations:

The Contractor hereby represents and warrants unto the Municipality that:

- (a) It has done all corporate acts necessary to enter into and carry out its obligations under this Agreement; and
- (b) It is not a non-resident of Canada within the meaning of Section 116 of the Income

Tax Act (Canada).

- (c) It has done all due diligence necessary to understand and fully perform the scope of work required under this agreement and any amendments thereto.

3.0 Solid Waste Receipt and Processing:

The Contractor agrees to receive and process Single Stream Materials from the Municipality on a 50% cost sharing basis at a rate per tonne of Single Stream Material received at the MRF as outlined in Schedule 3 – Original Offer from Emterra

4.0 Contractor's Obligations:

The Contractor shall at its own expense:

- (a) supply all labour, equipment and materials necessary to carry out its obligations hereunder, save and except for that labour, equipment and materials which this Agreement specifically provides are to be supplied by the Municipality;
- (b) allow municipal transfer vehicles access to the MRF at any time during the Business Day and provide for the unloading of municipal transfer vehicles within sixty (60) minutes of their arrival at the MRF;
- (c) monitor and report to the municipality on a monthly basis on tonnages of material delivered to the MRF;
- (d) monitor and report on commodity revenues received and tonnages, residual waste and Blue Box materials, processed by the MRF, by categories, consistent with Schedule 4 – Normal WDO Material Categories or such other material category list agreed to by the Municipality and the Contractor;
- (e) dispose of any residual material as per schedule 2 (not acceptable materials);
- (f) designate a foreperson who shall be responsible for overseeing the operations of the Contractor's employees or servants in carrying out this Agreement and provide the Municipality with the foreperson's name, location, e-mail and telephone number(s) and provide the ability to leave a message 24 hours/day which shall be promptly answered by the foreperson or other person of authority capable of resolving any urgent agreement operating issues.”;
- (g) submit, on a form approved by the Municipality, regular monthly reports showing particulars of the work performed by the Contractor to a representative designated by the Municipality who shall, if satisfied that the report accurately sets out the work performed by the Contractor, approve and sign the report; and
- (h) at all times enforce discipline and good order among its employees and not employ any incompetent person or person not skilled in the work assigned.

5.0 Municipality's Obligations:

The Municipality agrees:

- (a) to make reasonable efforts to reduce contamination and improve the quality of Single Stream materials;
- (b) to promptly sign off on Contractor's reports, described in Subsection 4.0(g), if completed in a satisfactory manner;

6.0 Term:

Absent a Change of Law as described in Section 14.0, this agreement shall be for a term of five (5) years from September 14, 2015 to September 13, 2020.

7.0 Payment For Work:

The Municipality shall, within 30 days of receipts and approval of invoices prepared by the Contractor, pay to the Contractor such sum as is determined to be payable to the Contractor pursuant to Section 8.0, less any amount which is owed by the Contractor to the Municipality.

8.0 Price:

The Municipality agrees to pay for the services set out in this agreement at the following rate:

- (a) \$10.00 per tonne City of Winnipeg host fee (the "Host Fee") plus;
- (b) \$70 per metric tonne of Single Stream Material delivered FOB Emterra Winnipeg MRF (the "Base Processing Cost"); less
- (c) 50% of commodity revenues (net of transportation costs to end markets) if the basket price of commodities exceed \$60 per tonne (net of transportation costs to end markets); or
- (d) \$0.00 of revenue share if the basket price of commodities does not exceed \$60 per tonne (net of transportation costs to end markets).
- (e) The rate set out in Paragraph 8.0(a) is not a put or pay based rate;

9.0 Escalation:

The Municipality agrees that the Rates herein will be subject to annual escalation or reduction as follows:

- (a) The parties agree that the Base Processing Cost provided for in this agreement shall be adjusted on each anniversary of this agreement, the first such adjustment to take place on July 1st, 2016, and thereafter on each July 1st during the term of the agreement act, as follows:
 - (i) by a factor to compensate for changes in the Consumer Price Index, as shown on CANSIM Table 326-0020, or successor table, for Winnipeg, Manitoba, All Items, and calculated as follows:

CPI Factor = Average CPI for prior agreement year ÷ Average CPI for 12 months prior to start-up of Agreement

- (b) The Host Fee shall only be adjusted if changed by the City of Winnipeg.

10.0 Protection of Life Property and Public Utilities:

The Contractor is responsible for taking appropriate safety precautions in carrying out its obligations under this Agreement. The Contractor shall protect all property from damage or losses resulting from the performance of this Agreement and shall minimize the disturbance and inconvenience to the public. In the case of any emergency arising during the performance of this Agreement affecting or threatening the Municipality's facilities, or other property, or safety of life, or adjoining or other property, the Municipality may, unless directed to the contrary by emergency authorities, at their discretion, take such steps as deemed proper to prevent or lessen any such effect or threat, provided, however, that in case of such emergency, the Municipality shall forthwith notify the Contractor of any action taken.

11.0 Insurance:

- (a) The Contractor shall maintain such insurance, or pay such assessments, as will protect them and the Municipality from all claims:
- (i) under the Workers Compensation Act;
 - (ii) minimum of \$5 million for damages for personal injury including death; and
 - (iii) minimum of \$2 million for property damage;
- which may arise as a consequence of Contractor performance or non-performance of obligations under this Agreement;
- (b) Such Policy shall name the Municipality as an additional insured thereunder and shall contain:
- (a) The insurer's waiver of any rights of subrogation or indemnity or any other claim to which the insurer might otherwise be entitled as against the Municipality and any other corporation owned, operated, or controlled by or affiliated with the Municipality, together with a severability of interest clause and a cross liability clause; and
 - (b) An undertaking by the insurer not to cancel, change, lapse or refuse to renew the insurance therein granted without first giving the parties notice of its intentions in writing of at least 60 days prior to the intended change, lapse, cancellation or termination.
- (c) Certificates of such insurance shall be furnished to the Municipality on an annual basis and shall be subject to its approval as to the adequacy of protection. Such

insurance shall be maintained until the Municipality certifies that performance of this Agreement is complete.

12.0 Permits, Licenses:

The Contractor, its agents and assigns shall obtain, pay for and maintain all permits and licenses, whether of a permanent or temporary nature, necessary for it to carry out its obligations hereunder and to operate and do business in any province, municipality or other jurisdiction in which the parties carry out any part of this Agreement.

13.0 Assignment or Sub-Contract:

It is agreed that this Agreement and the rights and obligations of the Contractor may not be assigned or subcontracted without the express written consent of the parties, which consent will not be unreasonably withheld.

14.0 Change of Law

“Change of Law” means the coming into effect after the date of this Agreement changes to the Ontario Waste Diversion Act; Ontario Regulation 273/02; Ontario Regulation 101/94; the Blue Box Program Plan; or any applicable judgment of a relevant court of law which changes the interpretation of these statutes and is a binding precedent affecting the obligations of the Municipality to collect, transport, process or otherwise manage residential Blue Box materials.

If the obligations of the Municipality change as a result of a Change of Law, the Municipality may give notice of termination and the contractor shall not be entitled to any compensation following the termination date notwithstanding any time remaining on the original term of the agreement or any extensions thereon agreed to by the parties.

If a Change of Law occurs, the Municipality and the Contractor are obliged to take reasonable steps to mitigate the adverse impact of such Change of Law upon the Agreement.”

15.0 Liens:

The Contractor undertakes and agrees to take all necessary and proper steps to ensure that no claims for liens will be filed against the property of the Municipality. If, notwithstanding the foregoing undertaking, any claim for a lien shall be filed, and so often as the same shall happen, the Contractor agrees that they will, at their own expense, within ten (10) days of the Contractor receiving notice of the filing thereof, cause the same to be canceled and removed. The Contractor further agrees to indemnify the Municipality against all loss, costs, charges and expenses occasioned by, resulting from or in any way arising out of such claims.

16.0 Arbitration or Mediation:

All matters in dispute under this Agreement that are not resolved in a timely fashion shall be referred to mediation, or failing resolution at mediation, to arbitration by a single arbitrator, if the parties agree upon one, otherwise to an arbitrator appointed by the Superior Court of Justice of Ontario, pursuant to the Arbitration Act of Ontario.

17.0 Termination:

This agreement may be terminated by the Contractor or the Municipality on six (6) months notice.

18.0 Default:

In the event that the Contractor is in default of its obligation under this agreement, the Municipality may correct the default and charge the reasonable cost to the Contractor.

In the event that either party is in default of its obligations hereunder, and such default continues after thirty (30) days written notice, or in the event that either party becomes insolvent or bankrupt, then the other party may forthwith terminate this Agreement.

19.0 Performance Bond or Letter of Credit:

For the first year term of the this processing agreement, the Contractor shall supply the Municipality with an irrevocable letter of credit or other performance bond in the amount of \$25,000. It is understood by both the Municipality and the Contractor the

requirement to maintain a letter credit for the full term of the agreement will be re-evaluated by the Municipality in July of 2016 with the understanding that if may not be required for the remainder of the term of the agreement.

20.0 Notice:

Any notice, direction or other instrument required or permitted to be given to the Contractor hereunder shall be in writing and may be given by mailing same, postage pre-paid, or delivering same to the Contractor at 1029 Henry Ave Winnipeg MB R3E 1V6. Any notice, direction or other instrument required or permitted to be given to the Municipality hereunder shall be in writing and may be given by mailing same, postage pre-paid, or delivering same to the Municipality at Attention Clerk, 320 Portage Avenue, Fort Frances, Ontario P9A 3P9.

21.0 Force Majeure:

If either party shall be prevented from performing any of its obligations hereunder, except for any obligations to pay money, by reason of fires, power shortages, strikes, walk-outs, inability to obtain suitable machinery, labour or supplies, wars, riots, including but not limited to Change of Law as described in Section 14.0, acts of any surface rights' owner, any groups asserting aboriginal rights or any environmental agencies or pressure groups, litigation, legislative enactments, Orders-in-Council by any legislative or regulative authority (provincial or federal), orders or by-laws by any municipal authority (not including the Contractor) having proper jurisdiction or any other cause or causes (whether or not of the same class or kind as those enumerated above) beyond the reasonable control of such Party, except lack of finances, then in every such event, any such failure or on the part of such Party to so perform shall not be deemed a breach of this Agreement and the time within which that Party is obligated to perform such obligations shall be extended by the total period that is so prevented, or in case of permanent prevention the agreement will

be terminated.

22.0 Contractor to Assume Custody of Agreed Solid Waste:

The Contractor shall assume custody and control of the Agreed Recyclable material once it arrives at the MRF.

23.0 Waiver:

No provision of this Agreement will be deemed to be waived, and no breach excused, unless such waiver or consent excusing the breach is in writing and signed by the party to be charged with such waiver or consent. A waiver of any provision of this Agreement or of any breach of any provision is not deemed or construed to be a waiver of any provision of this Agreement or of any other breach, whether of the same or of any other provision, nor shall any delay or omission on the part of any party to this Agreement to exercise or avail itself of any right it has or may have under this Agreement, operate as a waiver or any such breach or right, nor will any waiver or failure to enforce any of the provisions of this Agreement in any way affect the validity of the Agreement of any part of it.

24.0 Time Of The Essence:

Time shall be of the essence hereof.

25.0 Schedules

Schedules to this agreement may be added by the parties from time to time as required.

26.0 Entire Agreement:

This Agreement supersedes all prior negotiations and agreements including, without limitation, any previous agreement, with respect to the processing of Recyclable material and contains the entire understanding between the Parties.

27.0 Governing Law, Currency Headings and Interpretations

- (a) This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein;
- (b) All sums of money referred to herein are expressed in Canadian currency;
- (c) Headings appearing in this Agreement are for general information and reference only and this Agreement shall not be construed by reference to such headings;
- (d) Materials or work described in words which, so applied, have a well known technical or trade meaning shall be held to refer to such recognized standards;

In interpreting this Agreement, where the context so requires, the singular shall include the plural and the masculine and the feminine shall include the neuter and vice-versa.

In Witness Whereof the Contractor and the Municipality have signed this Agreement by their duly authorized officers as of the day and year first above mentioned.

Halton Recycling Ltd. dba Emterra Environmental

Per: _____ Date: _____

I have the authority to bind the Corporation

Per: _____ Date: _____

I have the authority to bind the Corporation

The Corporation of the Town of Fort Frances

Per: _____ Date: _____

I have the authority to bind the Corporation

Per: _____ Date: _____

I have the authority to bind the Corporation

Schedule 1 - Statutory Holidays

New Years Day	January 1 st
Family Day (Ontario)	3 rd Monday in February
Good Friday	varies
Victoria Day	Monday before May 25 th
Canada Day	July 1 st
Civic Holiday (Ontario)	First Monday in August
Labour Day	First Monday in September
Thanksgiving	2 nd Monday in October
Remembrance Day	November 11 th
Christmas day	December 25 th
Boxing Day (Ontario)	December 26 th
½ day December 24 th	Open 7:30 am to 11:30 am PW office closed at 11:30
½ day December 31 th	Open 7:30 am to 11:30 am PW office closed at 11:30

Schedule 2 - Acceptable Materials Under This Agreement

Emterra's Winnipeg Single Stream MRF can process the full spectrum of packaging and printed paper, including:

1. OCC
2. ONP
3. Flyers, writing paper, envelopes, magazines, junk mail, clean pizza boxes
4. Boxboard
5. Rigid food and beverage plastic #1-7 containers including clam shells
6. Aseptic and polycoated food and beverage containers
7. Aluminum food and beverage containers
8. Tin food and beverage containers
9. Glass bottles and jars

The following materials are **not acceptable** (Residual Materials) at this facility:

1. Laminated paper cups
2. expanded polystyrene
3. Film plastic
4. Aluminum foil, foil pie plates, foil food containers
5. Mirrors, window glass, broken glass
6. Light bulbs, drinking glasses, ceramics, cookware
7. Styrofoam packing & trays
8. Non-paper gift wrap eg – foil gift wrap
9. Cardboard boxes with wax coating
10. Paper towels, napkins or tissues
11. Used Motor oil containers & batteries
12. Bioplastic or compostable plastic
13. Liquid- absorbing pads e.g. in trays of meats, poultry, fish etc..
14. Plastic wrap and shrink wrap for meat, poultry, fish or cheese

15. Plastics that are not containers e.g. toys, laundry baskets, plastic cutlery
16. Ceramic plant pots
17. Plastic blister packs e.g. plastic/paper packing for batteries, toothbrushes, etc.. or plastic/foil protective packing for chewing gums and pills

Additional materials may be added for inclusion or exclusion from time to time during the term of this contract with the consent of both parties, in writing, following negotiated changes to prices and other contract terms as may be applicable.

Schedule 3 – Original Offer from Emterra

March 17, 2014

Attention: Mike Birett, Director, and Alec Scott, Program Manager
WDO Continuous Improvement Fund
92 Caplan Avenue
Barrie, ON L4N 0Z7

Dear Mr. Birett,

Subject: Proposal for Northwest Ontario Recycling System Optimization

Firstly, thank you for the opportunity to provide environmentally and economically sustainable recycling system optimization solutions to communities in northwest Ontario.

As requested, Emterra Environmental hereby provides its proposal for the provision of the following services:

1. Hauling of Compactor of Recyclables to Emterra Winnipeg MRF
2. Processing and Marketing of Recyclables
 - a. With 50-50 revenue share
 - b. Without revenue share

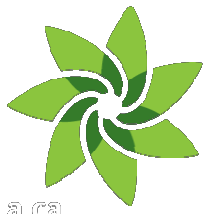
The following section outlines the aforementioned services in further detail.

1. Hauling of Compactor of Recyclables to Emterra Winnipeg MRF

Location	Quote	Notes/Assumptions
Fort Frances, Town of	\$1,750	Hauling of 2 compactors/bins from this location on each haul
Rainy River First Nations	\$972	Hauling of 1 compactor/bin from this location on each haul
Rainy River, Town of	\$1,110	Hauling of 1 compactor/bin from this location on each haul
Sioux Narrows	\$750	Hauling of 1 compactor/bin from this location on each haul
Nestor Falls, Township of	\$900	Hauling of 1 compactor/bin from this location on each haul

Given the distance between the aforementioned communities to the Winnipeg Single Stream MRF and the expected tonnages to be generated, it is recommended that the Rainy River First Nations and Town of Rainy River depots are serviced on the same day and likewise for the depots at Sioux Narrows and the Township of Nestor Falls on another day.

Emterra will be adding a new Compressed Natural Gas (CNG) Roll-Off Truck to the Winnipeg fleet, which will be used to service the northwest Ontario municipalities, along with the current Roll-Off Truck fleet.



a. Annual Price Adjustment

The unit prices outlined above for the hauling of recyclables will be adjusted on the anniversary date of the Contract of each subsequent year based on the percentage increase in the unit prices for the Contract year, based on 50% of the percentage change in Index A, plus 20% change in Index B, plus 15% change in Index C.

Indices A, B, and C are as follows:

- i. Index A – All-Items Consumer Price Index for the City of Winnipeg (Statistics Canada Reference Table 326-0020)
- ii. Index B – NYMEX Henry Hub
- iii. Index C – Average hourly earnings – employees paid by the hour in Truck Transportation for the Province of Manitoba (Statistics Canada Reference Table 281-0029)

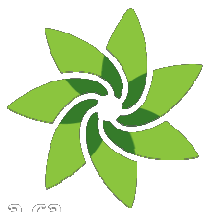
Indices A, B, and C will be those prepared by Statistics Canada and NYMEX where applicable. As some of the indices are not available from Statistics Canada and NYMEX until sometime after the adjustment date, the amount of adjustment will be retroactive to the adjustment date.

Pursuant to the annual inflationary and fuel adjustments, if any one of the indices has a negative value, there shall be a zero adjustment for that particular index.

2. Processing and Marketing of Recyclables

Emterra's Winnipeg Bollegraaf/Van Dyk Single Stream MRF was upgraded in late 2012 with the latest and most advanced mix of optical and mechanical technology from Bollegraaf and TITECH. The enhancements to the MRF during this upgrade include:

- ▢ A new dedicated tip floor building to allow faster in and out times of all trucks delivering recyclables;
- ▢ Doubling of the processing capacity (i.e. 100,000 MT a year);
- ▢ Installation of a Bollegraaf drum feeder to provide a consistent flow of material to the in-feed belts;
- ▢ Upgrading of star screens for improved material separation;
- ▢ Retrofit of magnet to enhance capture of ferrous;
- ▢ Installation of a new eddy current machine located before the TITECH optical sorters to recover aluminum before it enters the TITECHs;
 - Aluminum reflection signature read by the NIR is very similar to paper, which can lead to contamination and lost aluminum; new TITECH position enhances aluminum and plastic containers recovery and purity of recovered products.
- ▢ Installation of two new TITECH NIR optical sorters for the recovery of PET containers and better separation of fibres from container stream;
- ▢ Installation of a second eddy current machine for enhanced aluminum recovery.



With these upgrades, Emterra's Winnipeg Single Stream MRF can process the full spectrum of packaging and printed paper, including:

1. OCC
2. ONP
3. Flyers, writing paper, envelopes, magazines, junk mail, clean pizza boxes
4. Boxboard
5. Rigid food and beverage plastic #1-7 containers
 - a. Including clam shells
6. Aseptic and polycoated food and beverage containers
7. Aluminum food and beverage containers
8. Tin food and beverage containers
9. Glass bottles and jars

The following materials are not acceptable at this facility:

1. Laminated paper cups
2. expanded polystyrene
3. Film plastic
4. Aluminum foil, foil pie plates, foil food containers
5. Mirrors, window glass, broken glass
6. Light bulbs, drinking glasses, ceramics, cookware

a. With 50-50 Revenue Share

Under this option, 50% of commodity revenues (net of transportation costs to end markets) would be shared with the municipality. Should the basket price of commodities fall below \$60 per tonne (net of transportation costs to end markets), revenue share would cease until it recovers to over \$60 per tonne (net of transportation costs to end markets).

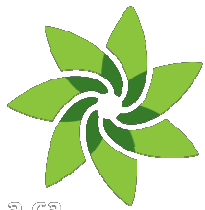
Processing cost under a 50-50 revenue share model would be \$80 per metric tonne delivered FOB Emterra Winnipeg MRF.

Please note that included in the \$80 per metric tonne fee quoted above, the City of Winnipeg receives a host fee of \$10 per metric tonne from Emterra.

b. Without Revenue Share

Processing cost under a no revenue share model would be \$40 per metric tonne delivered FOB Emterra Winnipeg MRF.

Please note that included in the \$40 per metric tonne fee quoted above, the City of Winnipeg receives a host fee of \$10 per metric tonne from Emterra.



c. CPI Adjustment

On an annual basis, one full year after the commencement of the Contract, the above prices for recyclables processing and marketing shall be adjusted, on the anniversary date of the commencement of the Contract, and for each subsequent year of the Contract, to account for increases in the cost of living and fuel. The Consumer Price Index price adjustment shall apply to the quoted prices, multiplied by the average percent change in the Consumer Price Index, City of Winnipeg All Items with Energy as published by Statistics Canada for the most recent 12 calendar months:

$$\text{CPI Adjustment} = \text{current price} \times \% \text{ change of average CPI over previous year}$$

$$\% \text{ change} = (\text{Average CPI Current Year} - \text{Average CPI Previous Year}) / \text{Average CPI Previous Year}$$

The CPI Price Adjustment amount will be added to the current prices.

As some of indices are not available from Statistics Canada until sometime after the adjustment date, the amount of adjustment will be retroactive to the adjustment date.

Pursuant to the annual inflationary and fuel adjustments, if any one of the indices has a negative value, there shall be a zero adjustment for that particular index.

Term of Agreement

This proposal is based on a five year term with two one year extensions at the mutual agreement of both parties. Requests for extension are to be made by either party at least 60 days prior to the end date of the contract in year five.

In closing, we would like to thank the CIF for this opportunity to provide services that enhance waste resource recovery in northwest Ontario communities. Should you have any questions, I would be available at your convenience for a meeting or conference call. I look forward to creating a viable and successful public-private partnership with CIF and the communities.

Yours truly,
Halton Recycling Ltd. dba Emterra Environmental

Paulina Leung
Vice President of Corporate Strategy and Business Development

C.C. Alec Scott, Continuous Improvement Fund
Rick Denyes, Continuous Improvement Fund

Schedule 4 – Normal WDO Material Categories

Material ID	Material Description
71	ONP #8
72	ONP #6
73	Household Fine Paper
75	Old Magazines/Catalogues (OMG)
76	Old Corrugated Containers (OCC)
77	Old Boxboard (OBB)
78	OCC/OBB Mix (Hardpack)
82	Polycoat Containers
83	Mixed Papers
84	Aluminum (Cans, Containers, Foil)
85	Steel (Cans, Containers)
87	Flint/Clear
88	Coloured
89	Mixed Glass
101	Plastic Film (#2, #4)
102	Tubs & Lids (#2, #4, & #5)
104	Mixed Plastics
106	Fibre, Glass, Aluminum, Steel, Plastic
107	Fibre, Aluminum, Steel, Plastic
109	Aluminum, Steel, Plastic
110	Glass, Aluminum, Steel, Plastic
271	Wine/Spirits Containers Returned for Deposit
274	PET Bottles (#1)
276	HDPE Containers - Clear(#2)
278	Polystyrene Foam(#6)
347	Other Bottles (#3, #5, #7)