

AMENDMENT TO HAULING AGREEMENT

THIS AGREEMENT made as of the day of September, 2020.
BETWEEN:

HALTON RECYCLING LTD. DBA EMTERRA ENVIRONMENTAL
(hereinafter called the "**Contractor**")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF FORT FRANCES
(hereinafter called the "**Municipality**")

OF THE SECOND PART

WHEREAS by a hauling agreement executed by the Contractor and the Municipality effective October 8, 2015 (the "Original Hauling Agreement"), the Contractor agreed to provide transportation services for Recyclable Materials to the Municipality for a term commencing September 14, 2015 and expiring September 13, 2020; and

WHEREAS the Contractor and the Municipality acknowledge and agree that the Original Hauling Agreement has remained in effect following the end of the referenced term on the same terms provided in the Original Hauling Agreement; and

WHEREAS the Contractor and the Municipality have agreed to amend the Original Hauling Agreement in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of Two Dollars (\$2.00) now paid by each of the parties to the other (the receipt and sufficiency whereof are hereby acknowledged) and other mutual covenants and agreements, the parties do hereby agree as follows:

1. EXTENDED TERM

The Term of the Original Hauling Agreement is hereby extended for a further period of four (4) years and 109 days, commencing September 14, 2020 and expiring December 31, 2024 (the "Extended Term").

2. PRICE

The rate per trip for Agreed Recyclable Materials hauled from the Transfer Station – previously described under Section 8.0 (a) of the Original Hauling Agreement – shall be increased to \$1725.90 per trip, plus HST. The Contractor and the Municipality acknowledge that all other pricing terms under the Original Hauling Agreement have increased annually in accordance with escalation provisions of Section 9.0 and that such escalation provisions shall remain in full force and effect with appropriate updates to the dates of such adjustments, commencing with July 1st, 2021 as the next date for such adjustments. The parties further acknowledge and agree that as of the date of this Agreement the Baseline Fuel Price for diesel gas is set at 105.7 cents per litre (plus applicable taxes) and references to the Baseline Fuel Price for compressed natural gas (CNG) shall be eliminated.

3. PERFORMANCE BOND OR LETTER OF CREDIT

Section 19.0 of the Original Hauling Agreement shall be deleted. The Municipality no longer requires a bond or letter of credit from the Contractor.

4. SEVERABILITY

Each provision of this Agreement and the Original Hauling Agreement is distinct and severable. If any provision of this Agreement or the Original Hauling Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction by a Court of competent jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Agreement and the Original Hauling Agreement; or the legality, validity or enforceability of that provision in any other jurisdiction.

5. ACCEPTANCE DATE

The Municipality shall have until 5 o'clock p.m. EST on October 8, 2020 to sign and return this Agreement to the Contractor. If this Agreement, signed by the Municipality, has not been received by the Contractor by the aforementioned time and date, then the terms proposed herein shall be no longer applicable and this Agreement shall be null and void.

6. The amendments to the Original Hauling Agreement expressed herein shall come into force as of September 14, 2020 and the parties confirm that in all other respects, the terms, covenants and conditions of the Original Hauling Agreement remain unchanged and in full force and effect. It is understood and agreed that all terms and expressions when used in this Agreement, unless a contrary intention is expressed herein, have the same meaning as they have in the Original Hauling Agreement.
7. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written by affixing their corporate seals under the hands of their proper signing officers duly authorized in that behalf.

HALTON RECYCLING LTD. DBA EMTERRA ENVIRONMENTAL

PER:

I/WE HAVE THE AUTHORITY TO BIND THE CORPORATION

DATED: _____

THE CORPORATION OF THE TOWN OF FORT FRANCES

PER:

I/WE HAVE THE AUTHORITY TO BIND THE CORPORATION

WITNESS