

## AMENDING AGREEMENT

THIS AGREEMENT made this            day of            , 2020

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF HAWKESBURY  
("HAWKESBURY")**

And

**THE CORPORATION OF THE TOWNSHIP OF CHAMPLAIN  
("CHAMPLAIN")**

And

**THE CORPORATION OF THE TOWNSHIP OF EAST HAWKESBURY  
("OPERATING MUNICIPALITY")**

**WHEREAS:**

1. The parties hereto by an agreement dated the 1<sup>st</sup> day of October, 2007 (the "Recycling Agreement") agreed to establish a common waste recycling program for the parties, with the program to be overseen by the Joint Recycling Committee composed of one member from each of the above-referenced municipalities; and
2. The parties wish to clarify and amend the existing agreement by adding the provisions contained within this Amending Agreement, which, upon execution by all parties, shall form part of and be read together with the Recycling Agreement.

**IN CONSIDERATION** of the premises and other fair and valuable consideration the parties agree as follows:

1. Paragraph 8 of the Recycling Agreement is hereby amended by adding the following language after the last sentence of the existing agreement:

The parties acknowledge and agree that the Operating Municipality shall be responsible for insuring any vehicle in use under the Agreement, with the cost of such insurance constituting an identifiable expense per Paragraph 9 of the Recycling Agreement.

2. Paragraph 18 of the Recycling Agreement is hereby deleted in its entirety, and replaced with the following:

Each party shall maintain the following insurance for the duration of the Agreement or as otherwise stated:

Municipal Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000. per occurrence / \$5,000,000. annual aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective;

occurrence property damage; products; broad form completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause

Such insurance shall add the other two parties as Additional Insured only with respect to the Recycling Agreement and only arising out of the operations of the Named Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Additional Insured.

Errors & Omissions Liability insurance for an amount not less than five million (\$5,000,000) per occurrence. If such insurance is issued on a claims made basis, coverage shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement or contain a 24 month extended reporting period.

Environmental Impairment Liability with a limit of not less than \$2,000,000 per Incident / \$4,000,000. Annual Aggregate. Coverage shall include Third Party Bodily Injury and Property Damage including clean-up or restoration of environmental impairment. Coverage shall not be limited to sudden & accidental. If such insurance is issued on a claims made basis, the policy shall contain a 24 month extended reporting period or shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

Any and all deductibles applicable to the above noted insurance shall be the sole responsibility of the Named Insured and the Additional Insured shall bear no cost towards such deductible.

Each party is responsible to keep their property / assets insured – failure to do so shall not impose any liability on the party municipalities or members of the Joint Recycling Committee.

Each party shall maintain WSIB or its equivalent.

In addition to the above insurance, the Operating Municipality shall provide evidence of Automobile liability insurance with respect to vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000 inclusive for each and every loss as well as All Perils covering the physical damage to the vehicles.

Each party shall provide the other participating municipalities with a certificate of insurance in compliance with the insurance requirements as stipulated in the agreement. The Policies shown above shall not be cancelled or materially changed unless the Insurer notifies the certificate holder in writing at least thirty (30) days prior to the effective date of the cancellation or change. The insurance policy will be in a form and with a company licensed to conduct business in Ontario and which are, in all respects, acceptable to the members.

3. Paragraph 19 of the Recycling Agreement is hereby deleted in its entirety, and replaced with the following:

Each of the party municipalities shall defend, indemnify and save harmless the other member municipalities, their elected officials, officers, employees, agents and Joint Recycling Committee members from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the indemnifying party municipality, its officers, employees, agents, or others for whom they are legally responsible. It is

the intent and effect of this provision that the party whose negligence, act, error or omission results in a claim or other loss as set out above, will indemnify the other municipalities for such loss. This indemnity shall be in addition to and not in lieu of any insurance to be provided in accordance with this agreement and shall survive this agreement.

4. All other terms and conditions of the Recycling Agreement remain unchanged.

IN WITNESS WHEREOF the parties have affixed their respective corporate seals attested by the hands of their respective officers duly authorized in that behalf.

Dated: \_\_\_\_\_

**THE CORPORATION OF THE TOWN OF HAWKESBURY**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

I/we have authority to bind the Corporation

Dated: \_\_\_\_\_

**THE CORPORATION OF THE TOWNSHIP OF CHAMPLAIN**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

I/we have authority to bind the Corporation

Dated: \_\_\_\_\_

**THE CORPORATION OF THE TOWNSHIP OF EAST  
HAWKESBURY**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

I/we have authority to bind the Corporation