THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY

BY-LAW NUMBER 00-04-58

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH RESPECT TO (I) THE FINANCING OF A WASTE MANAGEMENT AND DIVERSION SYSTEM AND (II) THE ROLE OF THE TOWNSHIP OF LAURENTIAN VALLEY AS AGENT IN LOCATING AND ARRANGING SUCH FINANCING.

WHEREAS, the Council of the Corporation of the Township of Laurentian Valley has agreed to develop a waste management and diversion system pursuant to that Inter-Municipal Agreement dated October 15th, 1998 among certain participating Municipalities.

AND WHEREAS, third-party financing to implement the said waste management and diversion system will be required.

AND WHEREAS, the Township of Laurentian Valley will act as agent with respect to locating and arranging such financing.

AND WHEREAS, the Municipal Act, R.S.O. 1990, Chap M. 45, s. 208.2, as amended, provides, inter alia, that By-Laws may be passed by the Councils of local Municipalities for establishing, maintaining and operating a waste management and diversion system, including the collection, removal, transfer, processing, storage, reduction, reuse, recycling and disposal of waste.

AND WHEREAS, the Municipal Act, R.S.O. 1990, Chap M. 45, s 207, paragraph 5, as amended, provides, inter alia, that By-Laws may be passed by the Councils of local Municipalities for entering into agreements with one or more Municipalities to provide for the joint management and operation of waste management systems and for the establishment of joint boards of management thereof.

NOW THEREFORE, the Council of the Corporation of the Township of Laurentian Valley hereby enacts as follows:

1. It has reviewed and approved, and hereby agrees to be bound by, all of the terms and conditions contained in the Agreement which is attached hereto.

2. It hereby directs and authorizes that the Clerk and the Reeve of the Corporation of the Township of Laurentian Valley shall execute the Agreement which is attached hereto, on behalf of the Corporation of the Township of Laurentian Valley.

Read a FIRST and SECOND time this 19th day of September, 2000.

[Signatures]

CHIEF ADMINISTRATIVE OFFICER/CLERK

Read a THIRD time and FINALLY passed this 19th day of September, 2000.

[Signatures]

CHIEF ADMINISTRATIVE OFFICER/CLERK
THIS AGREEMENT made this 17th day of October, 2000.

BETWEEN: THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY
(hereinafter referred to as the "Township")

OF THE FIRST PART

AND: - THE CORPORATION OF THE TOWN OF PETAWAWA
(hereinafter referred to as "Petawawa")

OF THE SECOND PART

AND: - THE CORPORATION OF THE TOWNSHIP OF SEBASTOPOL
(hereinafter referred to as "Sebastopol")

OF THE THIRD PART

AND: - THE CORPORATION OF THE TOWNSHIP OF NORTH ALGONA
-WILBERFORCE
(hereinafter referred to as "North Algona-Wilberforce")

OF THE FOURTH PART

AND: - THE CORPORATION OF THE CITY OF PEMBROKE
(hereinafter referred to as "Pembroke")

OF THE FIFTH PART:

WHEREAS, on October 15, 1998, each of the parties hereto executed an inter-municipal agreement (hereinafter called the "Inter-Municipal Agreement") with respect to part of Lots 23, 24 and 26 and Lot 25, Concession I, Township of Alice in the County of Renfrew (hereinafter called the "Site") whereupon a waste management and disposal system will be jointly owned and operated for the benefit of all parties hereto and administered by the Township;

AND WHEREAS the parties wish to obtain third-party financing to ensure their obligations pursuant to the Inter-Municipal Agreement;

AND WHEREAS the Township shall be appointed to act as agent in that regard;

NOW THEREFORE THE PARTIES AGREE THAT FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. The Township is hereby authorized by the parties to co-ordinate and act as legal agent for all the parties in respect of the location and arrangement of satisfactory financing with respect to the Site and its operations as described in the Inter-Municipal Agreement and any other agreements with respect thereto. The Township shall undertake this role with due regard for the timing prescribed by the Inter-Municipal Agreement.

2. The Township shall co-ordinate its efforts in this regard with the Chief Administrative Officer for each of the parties who shall be consulted prior to entering into any material contracts for third party financing. Where
the Township considers it to be in the best interest of the parties it shall, with reasonable notice, convene a meeting of all such Chief Administrative Officers and other relevant individuals from the various parties. All major decisions with regards to third party financing specifically shall be made on the basis of unanimity failing which the action item under review is not to proceed.

3. Each party hereto hereby indemnifies the Township against all liabilities, costs, fines, suits, claims, demands, actions and causes of action of any kind for which the Township may become liable by reason of this Agreement. The parties hereto shall be jointly but not severally liable for all such liabilities, costs, fines, suits, claims, demands, actions and causes of action. The proportionate share of liability of each party shall be as determined from time to time in the Inter-Municipal Agreement.

4. In the event of a disagreement or dispute either Section 14 of the Inter-Municipal Agreement or Section 17 of Schedule A of the Inter-Municipal Agreement shall apply depending upon the timing of such a dispute or disagreement, mutatis mutandis.

5. In the event of the termination or expiration of the Inter-Municipal Agreement, either (i) as a consequence of replacement of the Inter-Municipal Agreement with Schedule A to same or (ii) where the term of the Inter-Municipal Agreement or Schedule A thereto expires, the provisions hereof shall survive and remain in full force and effect without limitation.

IN WITNESS WHEREOF the parties hereto have signed below.

THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY

[Signature]
Mayor

[Signature]
Chief Administrative Officer

THE CORPORATION OF THE TOWN OF PETAWAWA

[Signature]
Mayor

[Signature]
Chief Administrative Officer
THE CORPORATION OF THE
TOWNSHIP OF SEBASTOPOL

Alec Folkerts
Reeve

Sandra Young
Clerk-Treasurer

THE CORPORATION OF THE
TOWNSHIP OF NORTH ALGONA
-WILBERFORCE

Joe Autumn
Reeve

Timothy M. Knudsen
Clerk-Treasurer

THE CORPORATION OF THE CITY OF
PEMBROKE

Scott
Mayor

Chief Administrative Officer