THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY

BY-LAW NUMBER 01-04-79

Being a By-law to amend By-law Number 98-32 of the former Township of Alice & Fraser which authorized the execution of an agreement for the contribution of costs toward the completion of a study in order to obtain the necessary approvals for the expansion and operation of the former Corporation of the Township of Alice & Fraser's Landfill Site now the Corporation of the Township of Laurentian Valley's Landfill Site over the long term and for the costs of defining a waste utilization and diversion system and for the establishment of a joint Board of Management for the operation of the Landfill Site over the long term, and to authorize the execution of an amending agreement (“Amending Agreement”) with respect to the Inter-Municipal Agreement (the “Inter-Municipal Agreement”) dated October 15, 1998, including Schedule “A” thereto.

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 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 managements thereof.

AND WHEREAS it is necessary to amend the Inter-Municipal Agreement and Schedule ‘A’ to (i) establish the Board earlier than contemplated, (ii) clarify the interaction between the Study Agreement and Schedule ‘A’ and (iii) in certain cases amend the provisions of the Inter-Municipal Agreement and Schedule ‘A’.

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 Amending 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 Amending Agreement on behalf of the Corporation of the Township of Laurentian Valley.
Read a FIRST and SECOND time this 3\textsuperscript{rd} day of April 2001.

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REEVE & CHIEF ADMINISTRATIVE OFFICER/CLERK
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Read a THIRD time and FINALLY passed this 3\textsuperscript{rd} day of April 2001.

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REEVE & CHIEF ADMINISTRATIVE OFFICER/CLERK
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SCHEDULE "A" BY-LAW NUMBER 01-04-79

AMENDING AGREEMENT

This Amending Agreement is dated the 24th day of APRIL, 2001

BETWEEN:

THE TOWNSHIP OF LAURENTIAN VALLEY

OF THE FIRST PART,

- and -

THE TOWN OF PETAWAWA

OF THE SECOND PART,

- and -

THE CITY OF PEMROKE

OF THE THIRD PART,

- and -

THE TOWNSHIP OF NORTH ALGONA - WILBERFORCE

OF THE FOURTH PART,

- and -

THE TOWNSHIP OF BONNECHÈRE VALLEY

OF THE FIFTH PART.

WHEREAS, on October 15, 1998, each of the parties hereto executed an Agreement (the “Study Agreement”) to support the expansion and operation beyond December 20, 1999 of the Alice & Fraser Landfill site located on part of Lots 23, 24, 26 and Lot 25, Alice Concession I in Renfrew County (the “Site”) and to contribute to the costs to obtain the necessary approvals to expand and operate the Site and the costs of defining a Waste Diversion System, and ;
AND WHEREAS Schedule ‘A’ of the Study Agreement was also executed at the same time to set forth the terms and conditions with respect to the joint operation of the Waste Management System through a Board of Management (the “Board”);

AND WHEREAS the Waste Management System has been defined and includes both the expansion and continued use of the Site and the implementation of a Waste Diversion System;

AND WHEREAS the Township of Alice & Fraser and the Township of Stafford Pembroke both executed the Study Agreement and Schedule ‘A’ and, subsequently amalgamated on January 1, 2000 and became the Township of Laurentian Valley (the “Township”);

AND WHEREAS the parties to the Study Agreement and Schedule ‘A’ also entered into an Indemnification Agreement on October 17, 2000 to obtain third party financing to ensure their obligations pursuant to Schedule ‘A’;

AND WHEREAS, the Township has provided to all parties an estimate of costs of operating the Waste Management System pursuant to Section 11.2 of the Study Agreement and all parties have accepted such estimate and remain committed to their obligations and responsibilities pursuant to the Study Agreement and Schedule ‘A’.

AND WHEREAS the Township expects to prepare and submit an application for approval in accordance with the Environmental Assessment Act pursuant to Section 8.1 of the Study Agreement and an application in accordance with the Environmental Assessment Act pursuant to Section 9.1 of the Study Agreement sometime in the second or third quarter of 2001.

AND WHEREAS the Township is responsible to acquire the necessary approvals to expand and operate the Site beyond December 20, 1999 in accordance with Section 11.3 of the Study Agreement and shall also provide written notice to the other parties when such approvals have been obtained at which time the Study Agreement would be terminated and Schedule ‘A’ alone would be in force;

AND WHEREAS the Waste Diversion System will be implemented before the necessary approvals to expand and operate the Site beyond December 20, 1999 have been obtained;

AND WHEREAS, it is necessary to establish the Board to operate and manage the Waste Diversion System pursuant to Schedule ‘A’ while the Township continues its effort to obtain the necessary approvals to expand and operate the Site beyond December 20, 1999 pursuant to the Study Agreement;

AND WHEREAS it is necessary to amend the Study Agreement and Schedule ‘A’ as follows to (i) establish the Board earlier than contemplated, (ii) clarify the interaction between the Study Agreement and Schedule ‘A’ and (iii) in certain cases amend the provisions of the Study Agreement and Schedule ‘A’.
NOW THEREFORE the parties agree as follows:

1. The Study Agreement and Schedule ‘A’ are both currently in full force and effect and have been since their date of execution.

2. Upon execution of this Amending Agreement, the parties agree that Section 6.1 of Schedule ‘A’ is amended to permit them to forthwith constitute the Board notwithstanding that the notice referred to in Section 6.1 of Schedule ‘A’ (the “Notice”) has not yet been sent. The parties further agree that the Board when so constituted shall immediately have all the rights and authority granted to it pursuant to the provisions of Schedule ‘A’.

3. The responsibilities and obligations of the Township pursuant to the Study Agreement shall continue until such time as the Notice has been provided.

4. Section 5 of the Study Agreement in its entirety and Section 5.1 of Schedule ‘A’ are hereby deleted. For greater certainty, the parties hereby agree that the sole withdrawal provisions applying in both the Study Agreement and Schedule ‘A’ are now found in Section 5.2 and 5.3 of Schedule ‘A’.

5. Section 8.2 of Schedule ‘A’ is hereby amended by replacing the words, “within three (3) months of the establishment of the Board in accordance with this Agreement” with the following words: “within a time frame that is practical and in any event not later than the first delivery of Waste to any component at the Waste Management System.”

6. Payments of the Royalty Fee pursuant to Section 12.1 of Schedule ‘A’ shall commence at such time as compensation pursuant to Section 8.2 of Schedule ‘A’ commences.

7. Section 20.6 is amended to include the following words at the end of the paragraph “,...and in calculating the Voting Distribution pursuant to Schedule ‘I’ and Sections 6.2(j) and (k).”

8. Schedule ‘A’ sets out the legal framework that would apply in future collaborative efforts among the parties and the parties hereby agree that unless otherwise indicated the said framework and the rights and obligations set out in Schedule ‘A’ shall apply in such future collaborative efforts mutatis mutandis. In the instance where all parties are involved, the apportionment and distribution of costs shall be pursuant to Schedule ‘A’ unless otherwise agreed to by all parties involved. In the instance where only some of the parties are involved, then the apportionment and distribution of costs shall be between only those parties which have chosen to collaborate and shall be based on a formula established by, and acceptable to, the parties which have chosen to collaborate. For greater certainty, the parties which choose to collaborate for other
waste management related initiatives shall be jointly liable for all liabilities, costs, fines, suits, claims, demands, actions and causes arising out of such joint collaborative effort.

9. The parties hereto agree to extend by one month the time frame allowed for payment of the required entry fee by the Township of Bonnechère Valley pursuant to Section 18.4 of the Study Agreement as a result of amalgamation on January 1, 2001 of a number of Non-Party Municipalities (i.e. The Village of Eganville, The Township of South-Algona and The Township of Grattan) with a Party Municipality (The Township of Sebastopol) to become the Successor Municipality (The Township of Bonnechère Valley).

IN WITNESS WHEREOF the parties hereto have here set their corporate seals and the hands of their proper officers duly authorized in that behalf:

The Township of Laurentian Valley

Per: [Signature]

Per:

The Town of Petawawa

Per: [Signature]

Per:

The City of Pembroke

Per: [Signature]

Per: [Signature]
The Township of North Algona - Wilberforce

Per:  

Per:  

The Township of Bonnechère Valley

Per:  

Per:  

Harvey Schrader