THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY
BY-LAW NUMBER 01-10-109

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT
TO TERMINATE THE PEMBROKE AND AREA WASTE MANAGEMENT
BOARD AGREEMENT

WHEREAS the Municipal Act, Section 207, Paragraph 5, R.S.O. 1990, c.M.45 provides,
inter alia, that By-Laws may be passed by Councils of all Municipalities for entering into
Agreements with one or more Municipalities to provide for the joint management and
operation of garbage collection and disposal systems and for the establishment of joint Boards
of Management thereof;

AND WHEREAS the Corporation of the Township of Alice and Fraser, the Corporation of
the Village of Beachburg, the Corporation of the City of Pembroke, the Corporation of the
Township of Pembroke, the Corporation of the Township of Petawawa, the Corporation of the
Village of Petawawa, the Corporation of the Township of Stafford, the Corporation of the
Village of Eganville, and the Corporation of the Township of Sebastopol entered into an
Agreement (hereinafter in this By-Law called “the Original Agreement”) pursuant to the
above-recited provision of the Municipal Act to form a joint Board of Management known as
the “Pembroke & Area Waste Management Board” (hereinafter in this By-Law called “the
Board”);

AND WHEREAS the successor Municipal Corporations to all of the parties to the Original
Agreement have agreed to terminate the Original Agreement on the terms and conditions set
out in the Agreement attached hereto as Schedule “A” to this By-Law;

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

1. The Council of the Corporation of the Township of Laurentian Valley hereby approves the terms and conditions contained in the Agreement attached to this By-Law as Schedule "A".

2. The Reeve and the Clerk are hereby authorized to execute the Agreement attached hereto as Schedule “A” on behalf of the Corporation of the Township of Laurentian Valley.

3. The Clerk is hereby authorized to affix the corporate seal of the Corporation of the Township of Laurentian Valley to the said Agreement.

4. This By-Law shall come into force and take effect immediately upon the final reading and passage.

Read a FIRST and SECOND time this 16th day of October, 2001.

[Signature]
REEVE

[Signature]
CHIEF ADMINISTRATIVE OFFICER/CLERK

Read a THIRD time and FINALLY passed this 16th day of October, 2001.

[Signature]
REEVE

[Signature]
CHIEF ADMINISTRATIVE OFFICER/CLERK
THIS AGREEMENT made this 20 day of December, 2001.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP
OF LAURENTIAN VALLEY
(hereinafter called "Laurentian Valley")

- and -

THE CORPORATION OF THE TOWNSHIP
OF WHITE WATER REGION
(hereinafter called "White Water Region")

- and -

THE CORPORATION OF THE CITY OF
PEMBROKE
(hereinafter called "Pembroke")

- and -

THE CORPORATION OF THE TOWN OF
PETAWAWA
(hereinafter called "Petawawa")

- and -

THE CORPORATION OF THE TOWNSHIP OF
BONNECHERE VALLEY
(hereinafter called "Bonnechere Valley")

Party of the First Part

Party of the Second Part

Party of the Third Part

Party of the Fourth Part

Party of the Fifth Part

WHEREAS the parties to this Agreement are the successor municipal corporations of nine municipalities, being the Corporation of the Township of Alice and Fraser, the Corporation of the Village of Beachburg, the Corporation of the City of Pembroke, the Corporation of the Township of Pembroke, the Corporation of the Township of Petawawa, the Corporation of the Village of Petawawa, the Corporation of the Township of Staffor, the Corporation of the Village of Eganvillle and the Corporation of the Township of Sebastopol, which nine municipalities entered into an Agreement (hereinafter called "the Original Agreement") pursuant to the provisions of the Ontario Municipal Act to form a joint Board of Management known as the "Pembroke & Area Waste Management Board";

AND WHEREAS the Pembroke & Area Waste Management Board (hereinafter called "the Board") has abandoned its efforts to develop and seek approval for a long term waste management master plan and the Board has ceased all activities;

AND WHEREAS the parties hereto, being the successor municipal corporations to all parties to the Original Agreement, wish to terminate the Original Agreement on the terms and conditions set out herein.
NOW THEREFORE this Agreement witnesseth that in consideration of the mutual terms and conditions herein contained and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the parties hereto), the parties hereto hereby covenant and agree with each other as follows:

1. **DEFINITIONS**

   In this Agreement:

   (a) "Board" shall mean the Pembroke & Area Waste Management Board established pursuant to the Original Agreement;

   (b) "Original Agreement" shall mean the Agreement entered into by the Corporation of the Township of Alice & Fraser, the Corporation of the Village of Beachburg, the Corporation of the City of Pembroke, the Corporation of the Township of Pembroke, the Corporation of the Township of Petawawa, the Corporation of the Village of Petawawa, the Corporation of the Township of Stafford, the Corporation of the Village of Eganville, and the Corporation of the Township of Sebastopol, pursuant to the Ontario Municipal Act for the purpose of creating a joint Board of Management.

2. **TERMINATION OF ORIGINAL AGREEMENT**

   (a) All of the parties hereto, being the successors of all of the parties to the Original Agreement, hereby agree to terminate the Original Agreement and any amendments thereto as of 11:59 p.m. on on December 31, 2001.

   (b) The parties hereto agree that the Board shall be terminated and dissolved and have no further powers or duties effective 11:59 p.m. on December 31, 2001.

3. **APPORTIONMENT OF COSTS, LIABILITIES AND ASSETS**

   (a) The parties hereto agree that any and all costs, expenses, liabilities and obligations that may arise now or in the future relating to the Board or any actions taken or matters authorized by or on behalf of the Board shall be apportioned among the parties to this Agreement in the percentages set out below, which percentages are identical to the apportionment set out in Schedule "C" to the Original Agreement, namely:

<table>
<thead>
<tr>
<th>Location</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laurentian Valley</td>
<td>24.451%</td>
</tr>
<tr>
<td>White Water Region</td>
<td>1.478%</td>
</tr>
<tr>
<td>Pembroke</td>
<td>46.338%</td>
</tr>
<tr>
<td>Petawawa</td>
<td>22.082%</td>
</tr>
<tr>
<td>Bonnechere Valley</td>
<td>5.657%</td>
</tr>
</tbody>
</table>

   (b) Each of the parties hereto hereby agrees to pay forthwith its proportionate share of any and all costs, expenses, liabilities and obligations relating to the Board or any actions taken or matters authorized by or on behalf of the Board as may arise after December 31, 2001;

   (c) The parties hereto agree that any and all monies held in reserve by the Board shall be apportioned among the parties hereto on or before December 31st, 2001 in accordance with the percentages set out in Paragraph 3(a) above.

4. **HEADINGS**

   The headings in this Agreement are for the use of reference only and shall not be read or construed so as to abridge or modify the meaning of any provision in the main text of this Agreement.

5. **LAWS OF ONTARIO**

   This Agreement shall be construed in accordance with the laws of the Province of Ontario.
6. **SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to all persons other than those to whom it was held to be invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

7. **TIME OF THE ESSENCE**

Time shall be of the essence of this Agreement and every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.

8. **SUCCESSORS AND ASSIGNS**

This Agreement shall endure to the benefit of and be binding upon each of the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF** the parties hereto have hereunto affixed their corporate seals by the hands of their proper officers duly authorized in that behalf.

**SIGNED, SEALED & DELIVERED** in the presence of

THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY

Per: **JACK WILSON** A.S.O. c/s

(Please PRINT name below signature)

THE CORPORATION OF THE TOWNSHIP OF WHITE WATER REGION

Per: **DAVID RYAN** A.S.O. c/s

(Please PRINT name below signature)

THE CORPORATION OF THE CITY OF PEMBROKE

Per: **RAVI KEITH** A.S.O. c/s

(Please PRINT name below signature)
THE CORPORATION OF THE TOWN OF PETAWAWA

Per: Z. Sweet A.S.O. c/s
(Please PRINT name below signature)

Per: Mitchell Hallman A.S.O. c/s
(Please PRINT name below signature)

THE CORPORATION OF THE TOWNSHIP OF BONNECHERE VALLEY

Per: Arlene Felhaber A.S.O. c/s
(Please PRINT name below signature)

Per: Vivian Rosier A.S.O. c/s
(Please PRINT name below signature)