THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY
BY-LAW NUMBER 01-11-113

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT
TO TERMINATE THE ORIGINAL AGREEMENT FOR ESTABLISHMENT,
USE AND OPERATION OF THE ALICE & FRASER LANDFILL SITE.

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 & Fraser, 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, and the Corporation of the Township of Wilberforce entered into an
Agreement (hereinafter in this By-Law called "the Basic Agreement") pursuant to the above-
recited provision of the Municipal Act to form a joint Management Board known as the "Alice &
Fraser Area Sanitation Management Board" (hereinafter in this By-Law called "The Sanitation
Board");

AND WHEREAS the successor Municipal Corporations to all of the parties to the Original
Agreement have agreed to terminate the Original Agreement as amended 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
   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 20th day of November, 2001

REEVE

Read a THIRD time and FINALLY passed this 20th day of November, 2001.

REEVE

CHIEF ADMINISTRATIVE OFFICER/CLERK

CHIEF ADMINISTRATIVE OFFICER/CLERK
SCHEDULE “A”
BY-LAW NUMBER 01-11-113

This Agreement made this 20th day of December, 2001 (hereinafter called the “Effective Date”)

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY
(hereinafter called the “Township”) OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF PEMBROKE
(hereinafter called “Pembroke”) OF THE SECOND PART

- and -

THE CORPORATION OF THE TOWN OF PETAWAWA
(hereinafter called “Petawawa”) OF THE THIRD PART

- and -

THE CORPORATION OF THE TOWNSHIP OF NORTH ALGONA WILBERFORCE
(hereinafter called “North Algona Wilberforce”) OF THE FOURTH PART
WHEREAS the Township entered into Agreements (hereinafter called the “Basic Agreements”) with each of Pembroke, Petawawa and North Algonia Wilberforce (hereinafter collectively called the “Participating Members”) for the purposes of governing the use and operation of a Waste Disposal Site located in the Township of Laurentian Valley (hereinafter called the “Waste Disposal Site”);

AND WHEREAS the Participating Members through the Alice & Fraser Area Sanitation Management Board provide recommendations (hereinafter called the “Sanitation Board”) to the Township of Laurentian Valley for the ongoing development and operation of the Waste Disposal Site;

AND WHEREAS the Township and the Participating Members entered into an Amending Agreement dated December 18, 1995 which Amending Agreement amends the Basic Agreements;

AND WHEREAS the Participating Members and another Township (hereinafter called the “New Participants”) have entered into an Inter-Municipal Agreement (hereinafter called the “IM Agreement”) dated October 15, 1998, whereby the New Participants agree to use and support the continued use of the Waste Disposal Site for the purposes of a waste diversion system (hereinafter called the “Waste Management System”);

AND WHEREAS pursuant to Schedule A of the IM Agreement, the parties have agreed to the joint operation of the Waste Management System including the establishment of a Board of Management;

NOW THIS AGREEMENT WITNESSETH that in consideration of the mutual terms and conditions contained herein, the parties hereto covenant and agree as follows:

1. The Basic Agreements, as amended by the Amending Agreement, shall be terminated on December 31, 2001 unless otherwise agreed (hereinafter called the “Termination Date”). As a result, all rights and obligations thereunder shall cease on the Termination Date and for greater certainty, the parties agree that the Sanitation Board will no longer be in operation effective the Termination Date.

2. The parties agree that as of the Termination Date, the Participating Members, the Township and the Sanitation Board will cease to have any liability with respect to either the Waste Disposal Site or the Waste Management System pursuant to the provisions of the Basic Agreements or the Amending Agreement. The foregoing shall in no way absolve any party from liability that may arise pursuant to the IM Agreement.

3. To the extent that the Sanitation Board is, on the Termination Date, in possession of any remaining reserve funds, those funds shall be disbursed within 30 days of the Termination Date to the appropriate parties pursuant to the provisions of the Basic Agreements. All other assets shall become the property of the New Participants, with ownership being jointly pursuant to Schedule A of the IM Agreement.
IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals, attested to by the hands of their proper officers in that behalf:

THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY
Per:

[Signature]
Reeve

[Signature]
Chief Administrative Officer/Clerk

THE CORPORATION OF THE CITY OF PEMBROKE
Per:

[Signature]
Mayor

[Signature]
CAO

THE CORPORATION OF THE TOWN OF PETAWAWA
Per:

[Signature]
Mayor

[Signature]
Deputy CAO/Clerk

THE CORPORATION OF THE TOWNSHIP OF NORTH ALGONA WILBERFORCE
Per:

[Signature]
Reeve

[Signature]
CLERK