CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY

By-Law 2009-09-035

BEING A BY-LAW TO AUTHORIZE AN INTER MUNICIPAL AGREEMENT WITH RESPECT TO THE OTTAWA VALLEY WASTE RECOVERY CENTRE

WHEREAS section 207, paragraph 5 of the Municipal Act R. S. O. 1990, Chap. M.45, as amended, provided that by-laws may be passed by the Councils of 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 the establishment of joint boards of management thereof; and

WHEREAS the Municipal Act, 2001, S. O. 2001, c. 25, as amended, confers broad authority on Councils of municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; and

WHEREAS all the parties or their predecessors, where applicable, passed by-laws in 1998, 200, 2001, and 2002 to enter into agreements related to joint planning and operation of waste management facilities, as follows:

1. an Agreement dated October 15, 1998 regarding the expansion and operation beyond December 20, 1999 of the Alice & Fraser Landfill Site and the development of a waste utilization diversion system (the “Study Agreement”);

2. an Agreement date October 15, 1998 regarding the joint operation of a waste management and disposal system through a joint board of management, now known as the Ottawa Valley Waste Management Board, (the “Inter-Municipal Agreement”);

3. an Agreement date October 17, 2000 regarding financing of the waste management and disposal system;

4. an Agreement dated April 24, 2001 amending the Study Agreement and the Inter-Municipal Agreement to establish the Board earlier than contemplated and to clarify the interaction between the Study Agreement and the Inter-Municipal Agreement;

5. an Agreement dated September 28, 2001 authorizing Laurentian Valley to complete the implementation of the Centre, to temporarily borrow funds up to a maximum principal amount of $10,000,000 and to negotiate long-term financing through the issue of debentures; and

6. an Agreement date April 16, 2002 regarding the issuance of debentures by Laurentian Valley (the “Debenture Agreement”).

AND

WHEREAS Laurentian Valley is the registered owner of real property on behalf of the parties; and

WHEREAS the Ontario Ministry of the Environment approved the long-term expansion of the Landfill pursuant to the Environmental Assessment Act, R. S. O. 1990, c. E. 18, as amended, on March 19, 2008;and

WHEREAS the Ontario Ministry of Environment has issued a certificate of approval pursuant to the Environmental Protection Act, R. S. O. 1990 c. E. 19, as amended, (the “EPA”), to operate the Landfill until June 18, 2009 and is currently considering an EPA application for the long-term expansion and operation of the Landfill; and
WHEREAS the Centre has been operated since 2003 under a certificate of approval issued pursuant to the EPA; and

WHEREAS the parties have agreed that the Board will assume responsibility for the operation, management and expansion of the Landfill and the Centre, and the management of the Site; and

WHEREAS the parties are committed to the diversion of waste from disposal and to "walk lightly on the environment"; and

WHEREAS the parties have agreed that it is expedient to consolidate all existing agreements into one consolidated Inter-municipal Agreement and to make such amendments as are necessary to give effect to an assumption of responsibilities by the Board; and

WHEREAS the Agreement is authorized by by-laws of each of the parties; and

WHEREAS the parties agree to revise and consolidate all provisions of the Study Agreement, the Inter-Municipal Agreement, the Agreements dated October 17, 2000, April 24, 2001 and the September 28, 2001 and the Debenture Agreement:

NOW THEREFORE BE IT ENACTED BY THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY AS FOLLOWS:

1. The Mayor and the CAO/Clerk are hereby authorised and directed to execute on behalf of the Corporation of the Township of Laurentian Valley the agreement attached hereto as Schedule "A" among the Corporation of the Township of Laurentian Valley, the Corporation of the Town of Petawawa, the Corporation of the City of Pembroke, the Corporation of North Algona Wilberforce and the Corporation of the Township of Bonnechere Valley.

2. That all previous Inter-Municipal Agreements and By-Laws dealing with adoption of the Inter-Municipal Agreements are rescinded upon the enactment of this By-Law.

3. This by-law shall come into force and take effect following third reading.

READ A FIRST AND SECOND TIME THIS TWENTY-SECOND DAY OF SEPTEMBER, 2009

READ A THIRD TIME AND PASSED THIS TWENTY-SECOND DAY OF SEPTEMBER, 2009

[Signatures]

Jack W. Wilson, Mayor

John Baird, CAO/Clerk
INTER-MUNICIPAL AGREEMENT

THIS AGREEMENT made this 3 day of October, 2009

BETWEEN:

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

OF THE FIRST PART

- and -

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

OF THE SECOND PART

- and -

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

OF THE THIRD PART

- and -

THE CORPORATION OF NORTH ALGONA WILBERFORCE TOWNSHIP ("North Algona Wilberforce")

OF THE FOURTH PART

- and -

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

OF THE FIFTH PART

WHEREAS section 207, paragraph 5 of the Municipal Act, R.S.O. 1990, Chap. M.45, as amended, provided that by-laws may be passed by the Councils of 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 the establishment of joint boards of management thereof;

AND WHEREAS the Municipal Act, 2001, S.O. 2001, c. 25, as amended, confers broad authority on Councils of municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;
AND WHEREAS all the parties or their predecessors, where applicable, passed by-laws in 1998, 2000, 2001 and 2002 to enter into agreements related to joint planning and operation of waste management facilities, as follows:

1. an Agreement dated October 15, 1998 regarding the expansion and operation beyond December 20, 1999 of the Alice & Fraser Landfill Site and the development of a waste utilization and diversion system (the "Study Agreement");

2. an Agreement dated October 15, 1998 regarding the joint operation of a waste management and disposal system through a joint board of management, now known as the Ottawa Valley Waste Management Board, (the "Inter-Municipal Agreement");

3. an Agreement dated October 17, 2000 regarding financing of the waste management and disposal system;

4. an Agreement dated April 24, 2001 amending the Study Agreement and the Inter-Municipal Agreement to establish the Board earlier than contemplated and to clarify the interaction between the Study Agreement and the Inter-Municipal Agreement;

5. an Agreement dated September 28, 2001 authorizing Laurentian Valley to complete the implementation of the Centre, to temporarily borrow funds up to a maximum principal amount of $10,000,000 and to negotiate long-term financing through the issue of debentures; and

6. an Agreement dated April 16, 2002 regarding the issuance of debentures by Laurentian Valley (the "Debenture Agreement").

AND WHEREAS Laurentian Valley is the registered owner of real property on behalf of the parties;

AND WHEREAS the Ontario Ministry of the Environment approved the long-term expansion of the Landfill pursuant to the Environmental Assessment Act, R.S.O. 1990, c. E.18, as amended, on March 19, 2008;

AND WHEREAS the Ontario Ministry of the Environment has issued a certificate of approval pursuant to the Environmental Protection Act, R.S.O. 1990 c. E.19, as amended, (the “EPA”), to operate the Landfill until June 18, 2009 and is currently considering an EPA application for the long-term expansion and operation of the Landfill;

AND WHEREAS the Centre has been operated since 2003 under a certificate of approval issued pursuant to the EPA;

AND WHEREAS the parties have agreed that the Board will assume responsibility for the operation, management and expansion of the Landfill and the Centre, and the management of the Site;
AND WHEREAS the parties are committed to the diversion of waste from disposal and to "walk lightly on the environment";

AND WHEREAS the parties have agreed that it is expedient to consolidate all existing agreements into one consolidated Inter-municipal Agreement and to make such amendments as are necessary to give effect to an assumption of responsibilities by the Board;

AND WHEREAS this Agreement is authorized by by-laws of each of the parties;

NOW THEREFORE THE PARTIES agree to revise and consolidate all provisions of the Study Agreement, the Inter-Municipal Agreement, the Agreements dated October 17, 2000, April 24, 2001 and September 28, 2001 and the Debenture Agreement, and hereby agree as follows:

SECTION 1: DEFINITIONS

1.1 "Board" means the Ottawa Valley Waste Management Board pursuant to this Agreement;

1.2 "Centre" means the Ottawa Valley Waste Recovery Centre;

1.3 "Costs" means all of the net operating and capital costs of establishing and operating the Centre and the Landfill, including the Study Costs as contemplated under the Study Agreement and any costs resulting from the Board's obligations under this Agreement, until the end of the term of this Agreement, after all grants, subsidies and revenues have been accounted for;

1.4 "Landfill" means the Alice and Fraser Landfill Site operating under Provisional Certificate of Approval No. A411601 issued pursuant to the EPA;

1.5 "Public Liaison Committee" means the Committee appointed pursuant to Section 7.8 of this Agreement;

1.6 "Site" means the real property owned by Laurentian Valley on behalf of the parties, comprising the lands on which are located the Landfill and the Centre, other real properties in the vicinity of the Site acquired in accordance with the Board's property value protection policy and any other property which may in the future be purchased on behalf of the parties by Laurentian Valley, including lands located at:

(a) Part of Lots 23, 24, and 26 and Lot 25, Concession 1, in the geographic Township of Alice and the road allowance between Lot 25 and 26 Concession 1 geographic Township of Alice more particularly described as (Part 1 on RP49R14312) and all located in the Township of Laurentian Valley under Roll # 47-66-074-050-02300-0000,

(b) Part Lot 22, Concession 1, Geographic Township of Alice, in the Township of Laurentian Valley under Roll # 47-66-074-050-02050-0000,
(c) Lot 12, Concession 25, North Algonia Wilberforce Township (Roll# 4769 069 01022100-0000),

(d) Lot 11, Concession 25, North Algonia Wilberforce Township (Roll# 4769 069 01022000-0000),

(e) NE Part Lot 13, Concession 25, North Algonia Wilberforce Township (Roll# 4769 069 01022200-0000),

(f) Lot 14, Concession 25, North Algonia Wilberforce Township (Roll# 4769 069 01022500-0000),

(g) W Part Lot 13, Concession 25, North Algonia Wilberforce Township (Roll# 4769 069 01022300-0000), and

(h) N part Lot 14, Concession 24, North Algonia Wilberforce Township (Roll# 4769 069 01019200-0000);

1.7 "Surplus" means excess revenues, after payment of any indebtedness resulting from the Board's operation of the Waste Management System;

1.8 “Landfill Waste” means non-hazardous solid waste, and includes residential waste and industrial, commercial, and institutional (ICI) waste, collected curb side, where applicable;

1.9 “Waste Management System” includes the Centre and the Landfill.

SECTION 2: TERM OF THE AGREEMENT

2.1 This Agreement shall be in full force and effect until terminated pursuant to the provisions of this Agreement.

2.2 The parties will undertake a review of this Agreement no later than five (5) years after the effective date.

SECTION 3: TERMINATION

3.1 This Agreement shall not be subject to termination by any party unless all parties to this Agreement have agreed in writing to the termination of this Agreement.

3.2 Upon the termination of this Agreement in accordance with subsection 3.1, the value of all assets and liabilities shall be apportioned between the parties in accordance with the proportion allocated to each of the parties during the term of this Agreement in accordance with the provisions of Section 6 of this Agreement.

3.3 In the event that the parties are unable or unwilling to agree with respect to the apportionment of any asset or liability, or all of them, the dispute resolution provisions of Section 17 shall apply.
3.4 Notwithstanding the termination of this Agreement in accordance with subsection 3.1, the parties shall continue to be jointly responsible for the costs for the ultimate closure, maintenance and perpetual care of the Site, as provided for in Section 9 herein.

SECTION 4: WITHDRAWAL

4.1 Unless the notice period is waived or abridged by the Board, any party wishing to withdraw from this Agreement shall give a minimum of ninety days written notice to all other parties. If notice is given on or before September 30th, such withdrawal shall take effect on the 31st day of December in the year in which such notice of termination is given. If notice is given after September 30th, such withdrawal shall take effect on the 31st day of December in the year after the year in which such notice of termination is given.

4.2 Notwithstanding anything herein to the contrary, any withdrawing party or parties pursuant to subsection 4.1 shall continue to be jointly responsible for the ultimate closure, maintenance and perpetual care of the Site, as provided in Section 9 hereto.

SECTION 5: BOARD OF MANAGEMENT

5.1 A joint board of management known as the Ottawa Valley Waste Management Board (the “Board”) will continue to operate and manage the Waste Management System, including any expansions or alterations of the Landfill or the Centre, to administer and implement in an orderly and proper fashion the terms of this Agreement and to advise the Councils of the parties with respect to same.

5.2 The Board shall continue until this Agreement is terminated in accordance with Section 3.

5.3 The Board shall be composed of one member of the elected Council of each of the parties, each member to be chosen by the respective Councils of the parties. Each member shall be appointed for a term to coincide with the term of the Council appointing such member.

5.4 The members of the Board shall elect one of themselves as Chairperson and another member as Vice-Chairperson. The Chairperson and Vice-Chairperson shall have full voting rights. The Chairperson shall serve for a term of one (1) year from the date of election or until the term of the Council appointing them ends, whichever occurs first, provided always that any person may be re-elected to serve for subsequent terms.

5.5 Where a member of the Board ceases to be a member before the expiration of his or her term, the Council of the party shall appoint an eligible person to sit as a member for the remainder of the unexpired term.
5.6 Each of the parties shall appoint one alternate who shall have the same voting rights as the regular member in the absence of the said regular member at a Board meeting.

5.7 The Board shall establish a regular schedule of meetings.

5.8 The meetings of the Board shall be open to the public except that a meeting or part of a meeting may be closed to the public in accordance with the provisions of section 239 of the Municipal Act, 2001.

5.9 The Board shall keep minutes of its meetings, which minutes shall be circulated in a timely manner to the municipal clerk of each of the parties, for distribution to members of the Council of each of the parties. Further, the Board shall take such further steps as the Board considers necessary in order to ensure that the said Councils are fully informed.

5.10 All matters coming before the Board for approval or consideration shall, except as otherwise provided in this Agreement, be decided by a majority vote of greater than 50% of the total votes taken regarding any matter before the Board for decision where such majority vote represents a majority vote of greater than 50% of the parties voting. The attendance of at least two-thirds of the members of the Board representing the parties shall constitute a quorum at any Board meeting.

5.11 Each member of the Board or their alternates, as the case may be, from the elected Council of each of the parties, will be entitled to one vote for every 5,000 persons, or portion thereof, except Laurentian Valley shall always be entitled to a number of votes equal to the largest Participating Municipality. The number of votes per member shall be revised and updated annually on January 1st of each year on the basis of statistics maintained by the Municipal Property Assessment Corporation or its successor.

5.12 The parties hereby appoint the Board to be the agent of each of the parties and authorize the Board to take all steps and actions as proper and necessary or advisable for the proper operation of the Waste Management System. Such action shall be taken and such application shall be made in the names of the parties and the Board is hereby specifically authorized so to do. The costs incurred in carrying out the actions authorized by this Agreement shall be borne by the parties in accordance with the terms and provisions of this Agreement as hereinafter set out.

5.13 The Board is hereby authorized to employ a General Manager, who shall have general responsibility for the operation and management of the Centre and the Landfill, including the hiring and supervision of all staff. The General Manager shall be responsible for the due implementation of decisions of the Board, together with such other duties and responsibilities as the Board may specify from time to time.
5.14 The Board may enter into an agreement with a municipality that is not a party hereto, or a corporation, a person or any other entity, to accept Waste at the Site provided that:

(a) the Board's members have voted in favour of accepting such Waste herein;

(b) the terms and conditions of such an agreement include a term imposing any compensation to be paid by the entity to Laurentian Valley; and

(c) the acceptance of the Waste is in accordance with the certificate of approval for the Site in force at the time of the Board's consideration of the matter.

SECTION 6: FINANCES

6.1 The apportionment of Costs shall be determined and calculated as of January 1st in each and every year during the term of this Agreement. The apportionment share for any party is the average of its percentage share of the total population and its percentage share of the total current value assessment, using statistics obtained from the Municipal Property Assessment Corporation or its successor.

6.2 The Board shall prepare a budget of the anticipated revenues and expenditures for each year, other than expenditures contemplated under Section 11 herein and shall include therein the estimated contribution to be made to the Board during the course of the year by each of the parties. Such budget shall be submitted on or before 31st day of December of each year for approval by each of the Councils of the parties by the 31st of May. Should any Council not approve it, the budget shall be resolved in accordance with the dispute resolution provisions of Section 17 hereto.

6.3 The Board shall not spend over 5% more than the total amount of the approved budget unless the approval of such expenditure is approved by the Councils of each of the parties.

6.4 The parties shall supply monies to the Board in each year in accordance with the apportionment from the previous year until the budget for the year in question has been approved pursuant to this Agreement and any alteration or change in the level of funding as agreed to by the parties shall be retroactive to the first day of January of the year in question.

6.5 If anticipated expenses exceed anticipated revenues, the parties will make up any deficit in order to balance the budget. The deficit is to be based on approved audited financial statements as provided by the Centre's auditors. Any audited deficit will be recovered from either the contributions of the parties and/or from the reserve fund accounts. The amount of any deficit to be recovered from the parties will be apportioned and billed to the parties based on the apportionment rates for the deficit budget year.
6.6 If revenues exceed expenses, the remaining unallocated or unexpended funds (surplus) will be first reserved to the Working Capital Reserve Fund until the limit of $200,000 is established, and used in cases where no funds are available for a needed expenditure. Any audited surplus, confirmed via the external yearend audit, will then be reallocated through the budgeting process to offset expenses and/or contributions by the parties. Any remaining funds will be paid to the parties based on the apportionment rates for the fiscal year of the surplus. The surplus payment to the parties will occur within 30 days after the audited financial statements have been released.

6.7 The Board shall maintain books, records and accounts of all actions, proceedings and matters within its authority, including management letters and external audited financial statements, which books, records and accounts shall be available to the Councils of the parties upon the request of any such Council.

6.8 Any dispute between the parties with respect to the Costs or the necessity for incurring such costs, or any surplus, which the parties are unable or unwilling to resolve, shall be resolved in accordance with the dispute resolution provisions in Section 17 of this Agreement.

SECTION 7: OPERATION OF THE WASTE MANAGEMENT SYSTEM

7.1 The Board is authorized to act as agent of the parties and to operate, alter and expand the Waste Management System on behalf of the parties.

7.2 The Board shall establish tipping fees for any Waste delivered to any component of the Waste Management System within its control. Tipping fees for any given year shall be included in the budget for that year and shall be approved by the Board when the budget is approved, pursuant to Section 6.2 of this Agreement.

7.3 The Board shall pay compensation to Laurentian Valley annually in the amount of $4.10 per tonne for every tonne of waste land filled, including any waste used as cover material, including Hydrocarbon and C&D Waste, which amount shall be adjusted annually by the percentage change in the All-Items Consumer Price Index for Ontario published by Statistics Canada. The compensation payment to Laurentian Valley, under subsection 7.2, shall be paid to Laurentian Valley in approximately equal quarterly instalments which shall become due and payable within 30 days of the last day of March, June, September and December in each year of operation of the Waste Management System.

7.4 Any dispute between the parties with respect to the compensation payment to Laurentian Valley, as outlined in subsection 7.3, which the parties are unable or unwilling to resolve, shall be resolved in accordance with the dispute resolution provisions in Section 17 of this Agreement.

7.5 During the term of this Agreement, the parties other than Bonnechere Valley agree not to operate nor seek approval to own or operate any Waste facilities, save and except for facilities associated with the collection or transfer of Waste to the Waste Management System.
7.6 Except with the consent of the Board, the parties will provide all of their Waste only to the Waste Management System contemplated by the provisions of this Agreement.

7.7 The Board shall be responsible for seeking and maintaining all necessary regulatory approvals to operate alter or expand the Centre and the Landfill.

7.8 The elected Council of each of the parties shall appoint a representative on a public liaison committee (the "PLC").

SECTION 8: OWNERSHIP OF THE SITE AND ASSETS

8.1 The parties acknowledge that Laurentian Valley owns the Site, the Centre, the Landfill and the other assets managed by the Board in trust for all of the parties.

8.2 Any and all revenues derived from the divestiture of the Board's assets and divestiture or transfer of the Site and the fixtures thereon, in accordance with the terms of this section, shall be considered revenues of the Board.

SECTION 9: CLOSURE, MAINTENANCE AND PERPETUAL CARE OF THE SITE

9.1 The parties shall be jointly responsible for the closure, maintenance and perpetual care of the Site in accordance with all provincial acts, regulations, certificates, permits, licences and directions.

9.2 The Board shall, as each cell closes and when the Landfill is no longer used for the disposal of waste, proceed forthwith with closure and post closure maintenance activities as may be required pursuant to the EPA.

9.3 The Board shall establish a perpetual care reserve fund (the "Reserve") and shall include in each annual budget submitted to each of the Councils of the parties the proposed means of accumulating sufficient funds in the Reserve to ensure that, at the time that each cell and the Landfill closes, there is enough to pay for all closure and perpetual care costs.

9.4 The Board shall send an invoice annually to any party that has withdrawn from this Agreement pursuant to the provisions of Section 4 for its apportioned share of the Reserve or unfinanced closure and perpetual care costs.

9.5 To the extent that there are insufficient funds in the Reserve to pay for perpetual care costs, the excess costs shall be apportioned amongst the parties in accordance with the provisions of Section 6.1.

SECTION 10: INSURANCE

10.1 Laurentian Valley or the Board, as the case may be, shall obtain and keep in good standing at all times insurance in accordance with the recommendation of the Board. Such insurance shall name all parties and the Board as named insured.
SECTION 11: COMPENSATION TO LAURENTIAN VALLEY

11.1 In addition to the compensation payable pursuant to subsection 7.3 herein, the parties, other than Laurentian Valley, shall pay Laurentian Valley a fee of $4.69 per capita annually (the "Per Capita Royalty Fee"). The Per Capita Royalty Fee shall be calculated on the basis of population statistics obtained from the Municipal Property Assessment Corporation and adjusted annually by the percentage change in the All-Items Consumer Price Index in Ontario for November. The population data used to calculate the Per Capita Royalty Fee shall be revised annually and obtained from the statistics maintained by the Municipal Property Assessment Corporation, or its successors.

11.2 The Per Capita Royalty Fee shall be paid to Laurentian Valley in approximately equal quarterly instalments which shall become due and payable on the last day of March, June, September and December in each year until closure of the Landfill. Laurentian Valley shall give written notice in advance to each of the parties of the amount of each instalment.

11.3 Each of the parties shall pay the full amount of each such instalment to Laurentian Valley within 30 days of the due date. Where a party fails to pay the full amount of any instalment within 30 days of the due date, such party shall pay to Laurentian Valley, in addition, interest on the unpaid account calculated at a rate of 1.5% per month from the due date of such instalment.

11.4 Any dispute between the parties with respect to the Per Capita Royalty Fee which the parties are unable or unwilling to resolve, shall be resolved in accordance with the dispute resolution provisions in Section 17 of this Agreement.

SECTION 12: RESPONSIBILITIES OF LAURENTIAN VALLEY

12.1 Laurentian Valley shall act expeditiously and in good faith with respect to all of its obligations in accordance with the terms and provisions of this Agreement.

12.2 Laurentian Valley shall authorize the proper signing officers to execute documents as necessary from time to time.

SECTION 13: FACILITY FINANCING

13.1 Laurentian Valley is authorized to act as legal agent for all the parties and the Board in respect of the location and arrangement of satisfactory financing with respect to the Site and its operations.

13.2 New capital financing may only be arranged with the approval of all of the parties.

13.3 The parties acknowledge and confirm that Laurentian Valley issued debentures in 2002 in the amount of Ten Million Dollars ($10,000,000.00) (the "2002 Debentures") to provide the amount of money required for the capital costs.
associated with the Centre, and that the apportionment of the principal and interest obligations in respect of the 2002 Debentures is as follows:

<table>
<thead>
<tr>
<th>Participating Municipality</th>
<th>Apportionment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laurentian Valley Township</td>
<td>22.36%</td>
</tr>
<tr>
<td>Petawawa</td>
<td>35.65%</td>
</tr>
<tr>
<td>Pembroke</td>
<td>32.86%</td>
</tr>
<tr>
<td>North Algonia Wilberforce</td>
<td>7.16%</td>
</tr>
<tr>
<td>Bonnechere Valley</td>
<td>1.97%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

13.4 The parties acknowledge and confirm that the repayment schedules provided by Laurentian Valley in 2002 accurately set out the amounts of interest or of principal and interest payable in each year of the currency of the Debentures for which each of the parties are respectively responsible.

13.5 Each of the parties shall, in each year of the currency of the 2002 Debentures, pay its proportionate share of interest or of principal and interest in respect of the 2002 Debentures to the Township of Laurentian Valley at least four (4) business days before the due date. All amounts required to be paid by a party to Laurentian Valley hereunder constitute a debt of the party to Laurentian Valley.

13.6 For purposes of the 2002 Debentures, the basis of apportionment of costs set out herein shall continue to apply in respect of the 2002 Debentures until all amounts payable in respect of the 2002 Debentures are paid in full and the dates by which payments are to be made to the Township of Laurentian Valley in respect of the 2002 Debentures as set out in this Agreement shall apply notwithstanding any provision to the contrary in any other agreement.

13.7 The parties agree that where a party fails to pay the full amount of its payment obligation to Laurentian Valley pursuant to this Agreement within 30 days of the due date, the defaulting party shall pay to Laurentian Valley, in addition, interest on the unpaid amount calculated at 15% per annum from the due date of such payment.

13.8 In the event of the termination or expiration of this Agreement, the obligations of the parties pursuant to this Section 13 shall survive and remain in full force and effect without limitation.

SECTION 14: APPORTIONMENT OF EXISTING ASSETS AND LIABILITIES

14.1 The parties acknowledge and agree that Laurentian Valley, Petawawa, Bonnechere Valley, Pembroke and North Algonia Wilberforce share in the beneficial interest of the assets, including the cost of the Site, and any liabilities associated with closure of the Site, as such assets and liabilities exist on the date of this Agreement, in apportioned shares as calculated in accordance with
Section 6.1 of this Agreement, and in accordance with the terms and provisions of this Agreement.

SECTION 15: ADDITIONAL PARTIES AND FEES

15.1 In the event that the parties amend this Agreement to include an additional party, including any successor municipality resulting from the amalgamation of a party with one or more municipal corporations, at least one of whom is not a party hereto, the Board shall collect a fee from such additional party, (the "Buy-in Fee"). The Buy-In Fee shall be calculated by an independent appraiser agreed to by the Board and the additional party, and based on an apportioned share of the value of the assets and the reserves.

15.2 Any Buy-in Fee collected by the Board shall be reimbursed to the parties in apportionments calculated in accordance with Section 6.1.

15.3 All costs associated with determining the Buy-in Fee (the "Valuation Costs") shall be the responsibility of the additional party, shall be paid in advance to the Board and shall not be refundable if the additional party elects not to proceed. Should the parties decide not to amend this Agreement to include the additional party; the Valuation Costs will be reimbursed in full. If the additional party becomes a party to this Agreement, the Valuation Costs shall be borne by all parties according to the new allocation proportion.

SECTION 16: INDEMNIFICATION

16.1 Each of the parties agrees to indemnify the Board and each of the other parties against all liabilities, costs, fines, suits, claims, demands, action and causes of action of any kind for which the Board or any of the parties may become liable by reason of this Agreement, or any action taken hereunder, and each party shall bear its proportionate share of such indemnification as defined in accordance with Section 6 hereof.

SECTION 17: RESOLUTION OF DISPUTES

17.1 Where a disagreement or dispute arises between two or more parties to this Agreement with respect to the interpretation, construction, meaning or effect of this Agreement which the parties are unable to resolve, such disagreement or dispute shall be determined by a single arbitrator under the Arbitration Act, 1991, S.O. 1991, c. 17, as amended. The arbitrator shall be any person to whom the parties can agree. If the Parties cannot agree, the arbitrator will be appointed by a judge of the Superior Court of Justice of Ontario on the application of any party on notice to all the other parties. Subject to the Act, the arbitrator may conduct the arbitration in the manner the arbitrator considers appropriate. The arbitrator shall have the right to determine all questions of law and jurisdiction, and shall have the right to grant legal and equitable relief including injunctive relief and the right to grant permanent and interim injunctive relief, and final and interim damages awards. The Arbitrator shall also have the discretion to award costs, including reasonable legal fees and expenses, reasonable expert's fees and
expenses, reasonable witnesses' fees and expenses, pre-award and post-award interest, and costs of the arbitration. The resolution of a disagreement or dispute pursuant to this section shall be final and binding upon the parties, and there shall be no appeal there from, including, without limitation, any appeal to a court on a question of law, a question of fact or a question of mixed fact and law.

SECTION 18: AMENDMENTS

18.1 Any amendment to this Agreement requires the unanimous written consent of the parties.

SECTION 19: NOTICE

19.1 Any notice which is permitted or required pursuant to the provisions of this Agreement shall be in writing and shall be served personally or by regular mail upon the Municipal Clerk of each of the municipal parties.

SECTION 20: SUCCESSORS AND ASSIGNS AND AMALGAMATION OF PARTIES

20.1 Subject to subsections 20.2 and 20.3, this Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

20.2 The parties acknowledge and agree that where two or more parties to this Agreement amalgamate, this Agreement shall enure to the benefit of and be binding upon the municipal corporation resulting from the amalgamation.

20.3 Where any party to this Agreement amalgamates with one or more municipalities that are not parties to this Agreement, this Agreement shall enure to the benefit of and be binding upon the municipal corporation that results from the amalgamation, provided that the successor municipality pays a Buy-in Fee to the Board in accordance with section 15.1.

SECTION 21: LAWS

21.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

SECTION 22: SEVERABILITY

22.1 If any terms or provisions of this Agreement or the application thereof to any party hereto shall to any extent be held to be void, invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to all parties other than those to whom it was held to be void, 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.

22.2 IN WITNESS WHEREOF the parties have set their corporate seals and the hands of their proper officers duly authorized in that behalf.
THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY
Per: ____________________________
Per: ____________________________

THE CORPORATION OF THE TOWN OF PETAWAWA
Per: ____________________________
Per: ____________________________

THE CORPORATION OF THE CITY OF PEMBROKE
Per: ____________________________
Per: ____________________________

THE CORPORATION OF NORTH ALGONA WILBERFORCE TOWNSHIP
Per: ____________________________
Per: ____________________________

THE CORPORATION OF THE TOWNSHIP OF BONNECHERE VALLEY
Per: ____________________________
Per: ____________________________
THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY

Per: [Signature]

Per: [Signature]

THE CORPORATION OF THE TOWN OF PETAWAWA

Per: [Signature]

Per: [Signature]

THE CORPORATION OF THE CITY OF PEMBROKE

Per: [Signature]

Per: [Signature]

THE CORPORATION OF NORTH ALGONIA WILBERFORCE TOWNSHIP

Per: [Signature]

Per: [Signature]

THE CORPORATION OF THE TOWNSHIP OF BONNECHERE VALLEY

Per: [Signature]

Per: [Signature]