

THIS AGREEMENT made in triplicate this day of March, 2003

B E T W E E N:

THE CORPORATION OF THE TOWN OF DEEP RIVER

(hereinafter called 'Deep River')

-and-

THE CORPORATION OF THE TOWN OF LAURENTIAN HILLS

(hereinafter called 'Laurentian Hills')

WHEREAS the parties have presently acquired a site as contemplated by the Waste Management Master Plan for land filling purposes which is known municipally as the North Renfrew Landfill Site (hereinafter referred to as "the Landfill Site");

AND WHEREAS the North Renfrew Waste Management Board has obtained all approvals necessary for the management and operation of the landfill site pursuant to the provisions of Certificate of Approval No: A420010;

AND WHEREAS under Section 20 (1) of the *Municipal Act, 2001*, S.O. 2001 c.25 a municipality may enter into an agreement with one or more municipalities or local bodies to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries.

AND WHEREAS the parties hereto have agreed to the joint operation and management of the Landfill Site on the terms hereinafter set out;

WHEREAS the parties wish to enter into this agreement for the purpose of formally creating a Joint Board of Management, to be known as the North Renfrew Landfill Operations Board (hereinafter referred to as the "Board") for the purpose of managing and operating the Landfill Site;

AND WHEREAS this agreement is authorized by By-law of each of the participating municipalities;

AND WHEREAS an Agreement entitled "Access Agreement" dated August 19, 1999, was entered into by Atomic Energy of Canada Limited and the Corporation of the Town of Deep River together with the Corporation of the Village of Chalk River and the Corporation of the Township of Rolph, Buchanan, Wylie & McKay (the said Township and Village now being part of the Corporation of the Town of Laurentian Hills) giving the Municipalities exclusive use of the ground water in the attenuation zone;

NOW THEREFORE THIS AGREEMENT WITNESSES 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:

DEFINITIONS

- 1 In this Agreement:
 - 1.1 "Board" shall mean the North Renfrew Landfill Operations Board being the Joint Board of Management created pursuant to and in accordance with the terms of this Agreement.
 - 1.2 "In-service Date" means the date upon which waste is first accepted and deposited at the site pursuant to the provisions of Certificate of Approval No. A420010;
 - 1.3 "Subject Lands" shall mean those lands described as Part of Lot 5, Concession 11, designated as Part 1 on Plan 49R-14136 formerly in the Township of Buchanan and now in the Town of Deep River;
 - 1.4 "Waste" means waste that may be disposed of at the landfill site pursuant to the provisions of Certificate of Approval Number A4200101 issued for the landfill Site as it may be amended from time to time;
 - 1.5 "Year" means a calendar year.

TERM

- 2 This Agreement shall come into force and take effect upon the execution hereof by the parties hereto, and shall automatically continue from year to year until terminated pursuant to the terms of this Agreement.

SITE CLOSURE BEFORE AGREEMENT TERMINATES

- 3
 - 3.1 In the event that this Agreement has not been terminated before the date that the Landfill Site is closed, the value of assets and liabilities related to or associated with the landfill site shall, following such closure, be apportioned between the parties in accordance with the proportionate share of each of the parties. For the purposes of this provision, each party's proportionate share of assets and liabilities shall be in the same proportion as each party's total financial contribution to the expenses of the Board from the In-service date to the date of site closure.
 - 3.2 In the event that this Agreement has not been terminated before the date that the Landfill Site is closed, each of the parties hereto shall, after such closure, continue to be responsible for its proportionate share of the cost of maintenance, closure and perpetual care of the site in accordance with applicable statutes, regulations, certificates, permits, licences, notices or direction. For the purpose of this provision, each party's respective proportionate share of the cost of maintenance, closure and perpetual care shall be in the same proportion as each party's total financial contribution to the expenses of the Board from the In-service date to the date of site closure.

BOARD OF MANAGEMENT

- 4 4.1 The parties hereto hereby agree to establish a Joint Board of Management to be known as the North Renfrew Landfill Operations Board (referred to in this Agreement as "the Board") which shall be responsible for the operation and management of the site and the administration and implementation in an orderly and proper fashion of the terms of this Agreement and for advising the Councils of the parties hereto with respect to the management and operation of the site.
- 4.2 The parties hereto hereby agree that the Board shall continue until terminated in accordance with the provisions of this Agreement.
- 4.3 The Board will be composed of five members. Four members (hereinafter called "council appointees") will be appointed by the municipal councils from among their membership, two from each municipality. The fifth member will be selected by the four council appointees from among four non-council nominees, two submitted by each council. Selection will be accomplished by secret balloting. If no nominee receives a majority of votes, any nominee who received no votes will be eliminated, and a second ballot will be held. If no nominee receives a majority of votes in the second ballot, any nominee who received no votes will be eliminated, and one of the remaining nominees will be selected by lot. Council appointees shall hold office on the Board at the pleasure of their respective appointing council. The fifth member of the Board appointed under this paragraph shall hold office at the pleasure of the Board.
- 4.4 The members of the Board shall elect one of themselves as Chairman and another member as Vice Chairman and the Chairman and Vice Chairman shall have full voting rights. Subject to the provisions of paragraph 4.3, the Chairman shall serve for a term of one (1) year from the date of his or her election or until the term of the Council appointing him or her ends, whichever occurs first, provided always that any person may be reelected to serve as Chairman for subsequent terms;
- 4.5 Where a council appointee ceases to be a member of Council before the expiration of his or her term, the Council of the party shall appoint another member of Council to sit as a member of the Board for the remainder of the unexpired term;
- 4.6 Each of the parties hereto will appoint one (1) alternate who shall have the same voting rights as a council appointee in the absence of the said council appointee at a Board meeting;
- 4.7 The Board shall establish a regular schedule of meetings and designate regular meeting places with meetings alternating between the Municipalities that are parties to this Agreement and in any calendar year the Board shall have no less than four Board meetings;
- 4.8 The meetings of the Board shall be open to the public except for those meetings or parts of meetings that may be closed to the public for any of the reasons set out in Section 239 (2) and (3) of the *Municipal Act, 2001*, S.O. 2001 c. 25.

- 4.9 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 hereto for distribution to members of the Councils of each of the parties hereto. The Board shall take such further steps as the Board considers necessary in order to ensure that the respective Councils are kept fully informed regarding the operation and management of the landfill Site which steps shall include, but not be limited to providing each of the Councils of the parties hereto with a copy of the Annual Report that is required to be submitted by the Board to the Ministry of the Environment as required in the Certificate of Approval issued for the Landfill Site.
- 4.10 The Board shall not accept any waste from any place outside of the service area specified in the Certificate of Approval issued for the landfill Site without the prior consent of both of the Councils of the parties to this Agreement.

BOARD PROCEDURE

- 5 5.1 Each member of the Board shall have one (1) vote on all matters coming before the Board for approval or consideration and all matters shall, unless otherwise provided in this Agreement, be decided by a majority vote of those members attending such meeting. In the event of a tie vote, the matter before the Board for decision shall be deemed to have been denied or refused. The attendance of a majority of the members of the Board shall constitute a quorum at any Board meeting.
- 5.2 The Board shall prepare a budget of its anticipated revenues and expenditures for each year and shall include therein the estimated contribution, if any, to be made to the Board during the course of the year by each of the parties hereto. Such budget shall be submitted to each of the Councils of the parties hereto, and the Councils of the parties hereto shall have until April 30th following the submission of the budget to ratify and accept the budget as submitted. The parties hereto agree that if the budget is ratified and accepted by both of the Councils of the parties hereto, such budget shall be binding on each of the parties hereto and shall be retroactive to the first day of January of the year in which the budget was prepared and submitted by the Board.
- 5.3 In the event that the Council of either party refuses to accept the budget as submitted by the Board pursuant to paragraph 5.2 above, the parties shall contribute their proportionate share of the Board's expenses as determined in the last budget ratified and accepted by both of the Councils of the parties to this Agreement until such time as the Councils of the parties to this Agreement have each ratified and accepted the Board's budget for the year in question. Any change or alteration in the level of funding as agreed to by the Councils of the parties to this Agreement shall be retroactive to the first day of January of the year in which the budget that is ratified by both Councils was prepared and submitted by the Board.
- 5.4 In the event that a budget as submitted by the Board is not ratified and accepted by the Councils of both of the parties to this Agreement for a complete calendar year, either of the parties to this Agreement may refer the budget as submitted by the Board to dispute resolution pursuant to section 13 of this Agreement.

- 5.5 The Board shall not make any expenditure in excess of the approved budget unless the approval of such expenditure is obtained from the Councils of both of the parties hereto in which case such expenditure shall be binding on each of the parties hereto.
- 5.6 The Board shall maintain books, records and accounts of all actions, proceedings and matters within its authority, which books, records and accounts shall be available to the Councils of the parties hereto upon request of either Council.

AUTHORIZATION

- 6.1 The parties hereto hereby appoint the Board to be the agent of each of the parties hereto and authorize the Board to take such steps and actions as are proper and necessary or advisable for the proper operation and management of the Landfill Site in accordance with the Certificate of Approval that has been issued for the Landfill Site. Such action shall be taken and such application shall be made in the names of the parties to this Agreement 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.
- 6.2 The Board is hereby authorized to retain and/or employ such persons as may be necessary or advisable for the proper management, operation and maintenance of the site.
- 6.3 The Board is hereby authorized to retain consultants, advisors and legal counsel to prepare studies and reports and to make representations and to appear before Boards and Tribunals in order to obtain, amend, renew or alter any approvals and/or permits required to properly manage, operate, or maintain the landfill Site.
- 6.4 The Board shall authorize the payment of all invoices submitted for services or goods received by the Board and the Board may direct that the invoices it receives be paid in cash or by cheque in such manner as the Board may from time to time direct.
- 6.5 The Board is hereby authorized to make application for all available funding or grants in respect of any matters contained in this Agreement.
- 6.6 The council appointees on the Board shall not be entitled to any remuneration from the Board except for any out-of-pocket expenses incurred by them for Board authorized attendance at conferences, seminars and similar functions. Any party to this Agreement however may pay directly to its appointees to the Board such remuneration as the Council of such party deems appropriate. If the parties agree, the Board may pay remuneration to the non-Council member, and such remuneration shall form part of the annual expenses of the Board.
- 6.7 The Board is hereby authorized by the Owner of the Landfill Site, Deep River, to be the Agent of the Landfill Site for the purposes of operating and maintaining the landfill Site in accordance with the provisions of the Certificate of Approval issued for the Landfill Site.

APPORTIONMENT OF ANNUAL EXPENSES

- 7 7.1 Except as otherwise specified in this Agreement, annual expenses incurred in carrying out any steps or actions contemplated or necessary to implement the terms of this Agreement shall be borne by the parties hereto in accordance with the terms and provisions of this section.
- 7.2 Twenty-five per cent (25%) of the total annual operating expenses, which portion is deemed not to be variable according to waste volumes processed, (hereinafter referred to as "fixed costs") will be shared equally by the municipalities. The remainder of costs (hereinafter called "variable costs") will be shared pro-rata based on volumes of waste originating in each municipality. The percentage division between fixed costs and variable costs will be revisited effective January 1, 2004, and thereafter once in each successive term of the municipal Councils. Notwithstanding the preceding provision, the parties hereto hereby agree that the parties' respective shares of the Board's annual expenses for the period of time from the In-service date to December 31, 2002 shall be 60.02% for Deep River and 39.98% for Laurentian Hills.
- 7.3 Notwithstanding anything contained in paragraph 7.2 above, the parties hereto may, at any time or times determine a different basis for the apportionment of costs.
- 7.4 Unless the parties hereto have agreed to a different schedule of instalment payments, each party shall pay its proportionate costs to the Board in equal quarterly instalments which shall become due and payable on the 1st day of March, June, September and December respectively in each year. The Board shall give written notice in advance to each of the parties of the amount of each instalment.
- 7.5 Where a party fails to pay the full amount of any instalment due within thirty (30) days of the due date, such party shall pay to the Board, in addition to the amount due, interest on the unpaid amount calculated at the rate of 2% per month from the date the payment was due until such time as it has been paid in full.
- 7.6 Any dispute between the parties with respect to the necessity for incurring any expenses or the apportionment of any expenses described in this Agreement and which the parties are unable or unwilling to resolve must be resolved in accordance with the provisions of this Agreement with respect to the resolution of disputes as set out in section 13 of this Agreement.

LAND TITLE SUBJECT TO A TRUST

- 8 The parties hereto hereby acknowledge that the title to the Subject Lands is, at the time of this Agreement, registered in the name of Deep River and the parties further acknowledge that the Subject Lands were acquired from the Atomic Energy of Canada Limited at the request of both parties and that title to the Subject Lands is being held by Deep River in trust for the purposes of the establishment, operation, closure and post-closure maintenance of an approved solid waste disposal site to serve the geographic jurisdiction encompassed by Deep River and Laurentian Hills.

TIPPING FEES AND OTHER RATES

- 9 The authority to establish tipping fees has not been delegated by either municipality. Accordingly, all such revenues are the property of the municipality in which the waste to be disposed originates. The Board will collect tipping fees and credit same to the appropriate municipality as part of site operations. The Board will make recommendations regarding tipping fees to the respective municipalities, however, the determination as to their tipping fees remains the purview of each municipality.

INSURANCE

- 10 The Board shall obtain and keep in good standing at all times adequate policies of insurance, provided that any such policy of insurance shall name each of the parties to this Agreement as additional named insureds.

INDEMNIFICATION

- 11 The parties to this Agreement during the term of this Agreement hereby agree to indemnify and save harmless each other from and against all actions, causes of action, losses, liens, damages, suits, judgements, awards, orders, claims, fines, costs and demands whatsoever which may arise out of, either directly or indirectly, by reason of or as a consequence of or in any way related to the provisions or subject matter of this Agreement or any action or actions taken hereunder provided that each party hereto shall only be responsible to bear its proportionate contribution of such indemnification which shall be in the same proportion as each party's total financial contribution to the expenses of the Board from the In-service date to the date of indemnification.

RESPONSIBILITIES OF THE PARTIES HERETO

- 12 12.1 The parties hereto and each of them shall act expeditiously and in good faith with respect to all of their obligations in accordance with the terms and provisions of this Agreement.
- 12.2 The Council of each party hereto shall authorize its proper signing officers to execute all documents, agreements and applications as may be required by the Board subject to and in accordance with the terms and provisions of this Agreement.

RESOLUTION OF DISPUTES

- 13 13.1 Where a disagreement or dispute arises between the parties to this Agreement with respect to the interpretation, construction, meaning or effect of this Agreement or any provision hereof, the parties hereto hereby agree to set out in writing the nature and particulars of the disagreement and, if necessary, to submit the disagreement or dispute to non-binding mediation to resolve the disagreement or dispute.
- 13.2 In the event that the parties are unable to resolve the disagreement or dispute pursuant to the preceding paragraph, either party may at its option submit the disagreement or dispute to the Ontario Municipal Board which shall act as sole Arbitrator pursuant to the provisions of Section 15 of the *Municipal Arbitrations Act*, R.S.O. 1990, c. M.48.

- 13.3 Each of the parties hereto shall be a party to each such arbitration brought before the Ontario Municipal Board pursuant to the provisions of this Agreement and each of the parties hereto shall be responsible for its own legal or other costs incurred in mediation or arbitration.
- 13.4 The provisions of the *Ontario Municipal Board Act* and the Regulations passed thereunder shall, with necessary modifications, apply to proceedings brought under this section.
- 13.5 Each decision of the Ontario Municipal Board with respect to matters placed before it for resolution pursuant to this section shall be final and binding upon all the parties and the provisions of s.95 and s.96 of the *Ontario Municipal Board Act*, R.S.O. 1990 c. O.28, shall not apply.

COMPENSATION

- 14 14.1 The parties hereto hereby covenant and agree to provide compensation to off-site property owners in an equitable manner according to the terms outlined in the Landfill Compensation Policy dated August 1995 and attached to and forming part of this agreement as Schedule "A".
- 14.2 The compensation policy may be amended from time to time by the agreement of both parties to this Agreement.

TERMINATION

- 15 15.1 This Agreement shall not be subject to any right of termination by either party unless:
- 15.1.1 the party wishing to have the agreement terminated has given written notice of its desire to terminate to the other party; and
- 15.1.2 The other party has agreed in writing to the termination of this Agreement and the terms under which this Agreement is terminated.
- 15.2 In the event that the parties agree to terminate this Agreement pursuant to paragraph 15.1 above, the termination of this Agreement shall take effect on the 31st day of December in the year subsequent to the year in which both parties agree in writing to terminate this Agreement, unless the parties to the Agreement agree to an earlier termination date. The party responding to the party giving notice of its desire to terminate this Agreement shall respond to the notice in writing within six (6) months from the date upon which the notice was given, failing which the responding party shall be deemed to have agreed to the termination but not the terms under which this Agreement is terminated.
- 15.3 Upon the termination of this Agreement, the value of assets and liabilities related to or associated with the landfill site shall be apportioned between the parties in accordance with the proportionate share of each of the parties. For the purposes of this provision, each party's proportionate share of assets and liabilities shall be in the same proportion as each party's total financial contribution to the expenses of the Board from the In-service date to the date of termination of this Agreement.

- 15.4 Upon the termination of this Agreement each of the parties hereto shall continue to be responsible for its proportionate share of the cost of maintenance, closure and perpetual care of the site attributable to conditions in existence at the time of the termination of this Agreement in accordance with applicable statutes, permits, licenses, notices or directions. For the purpose of this provision, each party's respective proportionate share of such cost shall be in the same proportion as each party's total financial contribution to the expenses of the Board from the In-service date to the date of termination of this Agreement.
- 15.5 In the event of any disagreement between the parties as to any of the parties' rights and obligations pursuant to this section, the parties hereby agree to refer the matter to dispute resolution pursuant to the provisions of section 13 of this Agreement.

NOTICE

- 16 Any notice which is permitted or required to be given pursuant to the provisions of this Agreement shall be in writing and shall be served personally or by registered mail upon the Municipal Clerk of each of the parties hereto at the addresses hereinafter set forth:

The Corporation of the Town of Deep River
100 Deep River Road
P.O. Box 400
Deep River, Ontario
K0J 1P0

The Corporation of the Town of Laurentian Hills
R.R. #1
Deep River, Ontario
K0J 1P0

Where notice is served by registered mail, the notice shall be effective on the second business day after the document is mailed.

GOVERNING LAWS

- 17 This Agreement shall be construed in accordance with the laws of the Province of Ontario.

HEADINGS

- 18 The headings in this Agreement are for ease 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.

SEVERABILITY

- 19 If any term or provision 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 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.

ENVIRONMENTAL ASSESSMENT AND ENVIRONMENTAL PROTECTION ACT

20 This Agreement and all actions authorized hereunder shall be subject to compliance with the provisions of the *Environmental Assessment Act* and the *Environmental Protection Act* as they may be amended from time to time.

AMENDMENTS

21 The parties hereto may amend this Agreement or any part hereof upon the approval in writing of both of the parties hereto. Any such amendments shall be in writing and shall be in the form of an addendum to this Agreement.

TIME OF ESSENCE

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

SUCCESSORS AND ASSIGNS

23 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

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

THE CORPORATION OF THE
TOWN OF DEEP RIVER

THE CORPORATION OF THE
TOWN OF LAURENTIAN HILLS

Mayor

Mayor

Clerk

Clerk

**Schedule 'A' to the Agreement between
The Corporation of the Town of Deep River
and
The Corporation of the Town of Laurentian Hills**

LANDFILL COMPENSATION POLICY

August, 1995

Memorandum of Agreement

Between

THE CORPORATION OF THE TOWN OF DEEP RIVER

(hereinafter called 'Deep River')

-and-

THE CORPORATION OF THE TOWN OF LAURENTIAN HILLS

(hereinafter called 'Laurentian Hills')

made this 3rd day of December, 2004

WHEREAS on the 12th of March 2003 the parties hereto entered into an agreement for the joint operation of a landfill site, hereinafter called "the Agreement");

AND WHEREAS the Agreement provided for apportionment of the annual expenses related to the operation and management of the site;

AND WHEREAS, in accordance with the Agreement the parties have mutually determined a basis for the apportionment of costs different from the provisions of the Agreement;

THEREFORE this agreement witnesses that the parties hereto agree with each other as follows:

1. The Agreement between the parties dated March 12, 2003 shall be amended by the removal of Section 7.2 thereof, and the substitution of the following:

"7.2. For the year 2004 the apportionment of costs shall be calculated on the same basis as the year 2003. Effective January 1, 2005 the total annual cost shall be apportioned between the parties on the basis of 52.0% to Deep River and 48.0% to Laurentian Hills. The apportionment of costs between the parties shall be revisited effective January 1, 2007, and thereafter once in each successive term of the municipal Councils."

For Laurentian Hills

For Deep River








