

PARKLAND REGIONAL WASTE MANAGEMENT AUTHORITY

MULTI-MUNICIPALITY SOLID WASTE MANAGEMENT AGREEMENT

This agreement is made amongst the Municipalities listed in Schedule "A".

Whereas

The parties to this agreement are municipalities as defined under *The Urban Municipality Act, 1984*, SS1984, cU11 and under *The Rural Municipality Act, 1989*, SS1989, ccR-26;

And Whereas

The parties to this agreement wish to create a Regional Waste Management Authority to serve their members.

And Whereas

The parties to this agreement warrant, represent and acknowledge that the undertakings, warranties and representations in the Agreement and the constitution of the Authority attached hereto as Schedule "B" are and shall be relied upon and acted upon by other municipalities participating in the regional waste management agreement.

NOW THEREFORE, THIS AGREEMENT WITNESSES AND THE PARTIES HERETO AGREE AND COVENENT, pursuant to s.175 of *The Urban Municipality Act, 1984* and s.254 of *The Rural Municipality Act, 1989*, to establish and authorize the functioning of the Regional Waste Management Authority on the following terms and conditions:

1. PARKLAND REGIONAL WASTE MANAGEMENT AUTHORITY

- 1.1 It is common intention of all of the parties to this Agreement to jointly manage and minimize waste within their combined geographical boundaries. The joint management and minimization of waste will include acquiring, establishing and operating a common landfill site(s); establishing programs for the collection, handling and disposal of waste, waste minimization and recycling; and undertaking other similar related initiatives.
- 1.2 Pursuant to s.175(2) of *The Urban Municipality Act, 1984*, and s.254(2) of *The Rural Municipality Act, 1989*, the parties agree that the Parkland Regional Waste Management Authority (hereinafter referred to as the Authority), shall be a body corporate with its duties set out in the Constitution attached hereto as Schedule "B".

- 1.3 The duties and powers of the Authority as stated in the Constitution may be amended in accordance with the amending procedures set out therein.
- 1.4 The parties hereto agree that the Authority may regulate activities and procedures that are not regulated in the Constitution by resolutions enacted by the members of the Authority at general or special meetings of the Authority.
- 1.5 The parties hereto agree to appoint representatives to the Authority in a timely manner in accordance with the terms of the Constitution.

2. INTERIM AUTHORITY BOARD

- 2.1 The parties hereto agree that an interim Authority board shall consist of the following individuals:

[REDACTED]

- 2.2 The Interim Authority Board will organize the meetings and business of the Board until such time as the Parkland Regional Waste Management Authority can be established.
- 2.3 The parties hereto agree that the term of office of the Interim Authority Board shall continue until the first meeting of the board selected from representatives to the Authority. In order to ensure an orderly transition of business, the Interim Board members shall make themselves available as advisors to the selected board for three months after the expiry of the Interim Board term.

3. FUNDING THE AUTHORITY

- 3.1 The parties agree that the capital and operating costs incurred by the Authority will be funded according to the principals recommended in the report: prepared by a consultant. *Selected by the Board.*
- 3.2 The specific capital and operating cost contribution required from each municipality will be detailed in the Authority budget.
- 3.3 The population of each municipality will be determined by using the most recent Census Canada data.

- 3.4 The municipalities agree that they will pay to the Authority their required capital and operating cost contribution as stipulated in the Authority budget.
- 3.5 The Authority's capital, operating and borrowing budget must be approved by 50% plus one of the member municipalities. The Authority is not authorized to make expenditures or incur debts exceeding its budget.

4. FUNCTIONING OF THE AUTHORITY

- 4.1 The parties hereto agree that the Authority may enter into agreements with any individuals, public and private corporation, institutions, organizations and governments, and otherwise, to provide or obtain services, goods, grants, real and chattel property to ensure that the Authority operates effectively.

5. TERM OF THE AGREEMENT

- 5.1 This agreement is for an indefinite term
- 5.2 Any municipality may withdraw from this agreement upon giving notice to the Authority in accordance with the terms of the constitution set out in Schedule B attached hereto.
- 5.3 Any application submitted to the Authority requesting that a municipality become party to this agreement will be dealt within accordance with the terms of the Constitution set out in Schedule B attached hereto.

6. CHANGES TO THE AGREEMENT

- 6.1 The parties hereto agree that any changes to the terms of this agreement, including changes to the Constitution set out in Schedule B attached hereto, must be made in writing and approved unanimously by each municipality enacting a bylaw as required by s.254(1) and (2) of *The Rural Municipality Act, 1989*, or s.175(2) of *The Urban Municipality Act, 1984*.

7. ENTIRE AGREEMENT

- 7.1 This agreement, including Schedule A and Schedule B attached hereto, constitutes the entire agreement amongst the parties and there are no representations or warranties, express or implied, statutory or otherwise, and no agreements collateral hereto other than as expressly set forth and referred to herein.

8. AGREEMENT BINDING

- 8.1 This agreement only becomes binding on the parties hereto once all of the participating municipalities approve of the agreement in its current form and in its entirety by enacting a bylaw as required by s.254(1) and (2) of The Rural Municipality Act, 1989 or s.175(2) of The Urban Municipality Act, 1984 as the case may be.

9. PROPERTY AND LIABILITY

- 9.1 While it is the intention of all parties to this agreement that the Authority as a body corporate hold and own all real and chattel property acquired in the course of carrying out the purpose of this agreement, if for any reason it is determined that the Authority cannot own property of any kind it is agreed that ownership of such property will be shared amongst the participating municipalities pro rata according to the following equation:

Municipality Population

$$\frac{\text{Combined pop. of Participating municipalities}}{\text{X(times)Property value}} = \text{Municipalities Share}$$

Any municipality withdrawing from this agreement gives up any claim to an interest in any property acquired by the Authority and transfers any interest in such property to the remaining municipalities on the effective date of withdrawal from the Authority.

- 9.2 Any liability incurred by the Authority shall be the Authority's responsibility as a body corporate and it is the intention of the participating municipalities that any liability resulting from the Authority's activities should be limited to the Authority. However, should for any reason, a liability extend beyond the Authority to the participating municipalities, the participating municipalities agree that such liability will be shared amongst the participating municipalities pro rata according to the equation shown in Section 9.1 for the year immediately preceding the event which created the liability.

10. FURTHER ASSURANCES

- 10.1 The parties hereto covenant to do and perform all acts and things and execute all documents, instruments and writings, which may be necessary or of advantage to enforce this agreement or to ensure the continued, effective operation of the Authority according to the tenor and intent of this agreement and the Constitution of the Authority.

11. SUCCESSORS

11.1 This agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors.

12. TIME

12.1 Time shall be of the essence of this agreement.

13. CAPTIONS

13.1 The captions appearing in this agreement are inserted for convenience of reference only and shall not effect the interpretation of this agreement.

14. COUNTERPARTS

14.1 This agreement may be signed in counterparts and all shall be deemed one original instrument.

IN WITNESS WHEREOF the _____ has hereto affixed its corporate seal, duly attested by the hands of its proper officers on their behalf this _____ day of _____, 20__.

Urban/Rural Municipality

(SEAL)

Mayor or Reeve

Administrator / Clerk