

AMENDING AGREEMENT

THIS AGREEMENT made this ____ day of 19

BETWEEN:

THE MUNICIPAL DISTRICT OF TABER NO. 14

- and -

THE TOWN OF TABER

- and -

THE TOWN OF VAUXUALL

and -

THE VILLAGE OF BARNWELL

all being municipal corporations in the Province of Alberta and all being referred to hereinafter
as
the "Participating Municipalities".

WHEREAS the Participating Municipalities are parties to a Regional Solid Waste System Agreement dated July 12, 19901

AND WHEREAS the Village of Grassy Lake was a party to the Regional Solid Waste System Agreement-,

AND WHEREAS the Village of Grassy Lake was dissolved by Order in Council on July 1, 1996, thereby becoming part of The Municipal District of Taber No. 14;

AND WHEREAS the Participating Municipalities wish to amend the Regional Solid Waste System Agreement,

NOW THEREFORE in consideration of the mutual and other covenants contained in this Amending Agreement, the Participating Municipalities hereto covenant and agree as follows:

The Village of Grassy Lake be removed from the Regional Solid Waste System Agreement as a named Participating Municipality.

3. All other terms of the Regional Solid Waste System Agreement are to remain in effect.
4. This Amending Agreement may be executed in one or more counter parts, each to which shall be deemed to be an original and all of which together shall constitute one Agreement. Delivery by telecopy of a facsimile of an executed counter part of this Agreement shall be as legally effective as delivery of an original executed counter part.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

MUNICIPAL DISTRICT OF TABER NO. 14

TOWN OF TABER

The name of the authority formed under subsection I (a) of the Regional Solid Waste System Agreement be changed to the "Taber and District Regional Waste Management Authority" .

AGREEMENT

THIS AGREEMENT, made _day of

this A.D. 19 90 -

BETWEEN the parties.

MUNICIPAL DISTRICT OF TABER SO. 14
TOWN OF TABER, TOWN OF VAUXHALL,
VILLAGE OF GRASSY LAKE AND VILLAGE OF BARNWELL,
all being referred to hereinafter as the participating
municipalities."

WHEREAS, the participating municipalities wish to establish an efficient and environmentally acceptable solid waste management and disposal system;

AND WHEREAS, the participating municipalities have authorized the formation of a regional solid waste authority and the making of an agreement for the joint construction, ownership, maintenance, operation and use of a regional solid waste system, as provided in Section 118 of the Municipal Government Act, being Chapter 246,

R.S.A.;
NOW THEREFORE the parties agree
that.,

organizational

1. (a) The participating municipalities shall form a joint authority to construct, maintain, control and manage a regional solid waste system and receive and disburse funds for this purpose.
- (b) The name of the authority formed under subsection (a) shall be the "Taber and District Regional Landfill Authority", hereinafter called the "Authority".
- (a) The Council of each participating municipality shall, at each annual organizational meeting of the council held pursuant to Section 37 of the Municipal Government Act, appoint its members, and an alternate as a member of the Authority, as follows:
 - Town of Taber - 2 Members
 - Municipal District of Taber No. 14 - 2 Members
 - Village of Grassy Lake - 1 Member
 - Village of Barnwell - 1 Member
 - Town of Vauxhall - 1 Member

- (b) Should any vacancies occur on the Authority, the Municipal Council responsible for that appointment shall, within a reasonable length of time, appoint another person to complete the unexpired-term.

Annual organizational Me

- 3. (a) The annual meeting of the Authority shall be held not more than 60 days after all of the members of the Authority are required to be appointed.
- (b) The annual meeting shall be attended by all incoming members of the Authority, all continuing members and all out-going members.
- (c) The outgoing Chairman of the Authority shall present to the annual meeting a report on the previous year's operation of the solid waste system.
- (d) The outgoing Treasurer of the Authority shall present to the annual meeting the previous year's operating budget and the proposed budget for the upcoming year.
- (e) Officers of the Authority shall be elected at the annual meeting by the incoming and continuing members of the Authority.
- (f) Meetings of the Authority shall be held not less than twice per year (including the annual meeting), for the officers of the Authority to present progress reports on the operation of the regional solid waste system to the Authority. A special meeting of the Authority can be called at any time for the purpose of any business relating to the regional solid waste system by the written request of the Chairman and Secretary-Treasurer of the Authority.
- (g) A majority of voting members of the Authority constitutes a quorum.

Operations Committee

- 4. (a) The day-to-day management of the regional solid waste System shall be the responsibility of the operations Committee, which shall include the Chairman, Vice-Chairman, Secretary-Treasurer and Manager of Operations of the Authority, and any other members appointed or elected by the Authority.
- (b) The Operations Committees shall meet as often as deemed necessary by the Chairman. A special meeting of the Operations committee can be called at any time by written request signed by one-half of the members of the operations committee.
- (c) Two-thirds of the Members of the operations committee constitutes a quorum.

officers

- 5 . The Officers of the Authority shall include:
 - (ia a Chairman
 -)
 - (b) a Vice-Chairman

a Secretary-Treasurer

a Manager of Operations, and

any other officers as deemed necessary by the Authority
- 6 The chairman shall:
 - (a) preside over all meetings of the Operations Committee and the Authority;
 - (b) vote as a normal member of the Operations Committee and the Authority; and
 - (c) co-sign, with the Secretary-Treasurer or vice-Chairman, all cheques and expenditures from funds administered by the Authority.
- 7 The Vice-Chairman shall:
 - (a) preside over all meetings of the Operations Committee and the Authority in the absence of the Chairman;
 - (b) assist the Chairman in all duties as required; and
 - (c) co-sign with the Secretary-Treasurer or Chairman in the absence of the Chairman or Secretary-Treasurer.
8. The Secretary-Treasurer shall:
 - (a) take minutes of all meetings of the Authority and the operations Committee and shall transmit copies of the minutes to all members within a reasonable time;
 - (b) make All necessary arrangements for meetings of the Authority and the Operations Committee, including reservation of meeting rooms and notification to all members of the upcoming meetings within a reasonable length of time before the meetings;

prepare a proposed budget for the' upcoming year of operations and-present this to the Authority at the annual organizational meeting;

(d) prepare a statement of expenditures for each year of operation of the regional solid waste system for auditing as required and present this to the Authority at the annual meeting;

(e) keep records of all expenditures made on behalf of the Authority, or supervise such record keeping if this is contracted to another agency;

(f) ensure that all debts and invoices are paid promptly, and

(g) co-sign with the Chairman or Vice-Chairman all cheques and expenditures made from funds administered by the Authority.

9 The Manager of Operations shall:

(a) be responsible for managing the day-to-day operations of the regional solid waste system, and submit monthly reports to the Operations Committee;

prepare an annual report describing each year's operations of the regional solid waste system for presentation to the Authority at the annual meeting.

10. (a) Any officer of the Authority or member of the Operations Committees may be relieved of duties by means of a petition to that effect bearing the signatures of two-thirds of the members of the Authority,

(b) Any position on the operations Committee that becomes vacant for any reason shall be filled by election by the Authority unless the vacancy occurs more than nine months after the last annual meeting, in which case the vacancy shall be filled by appointment by the operations Committee

Financing

11 (a) The Authority may enter into an agreement or agreements with the Government of the Province of Alberta or any of its agencies regarding the provision of assistance to the Authority to defray capital or operating costs.

(b) Any agreements provided for under Section 11(a) shall be recorded in the minutes of the Authority, and each of the minutes shall authorize the Chairman and Secretary-Treasurer, or in the absence of the Secretary-Treasurer the Vice-Chairman, to sign the agreement on behalf of the Authority and thereby bind the Authority to the terms, conditions and provision of the Agreement.

12. All capital and operating expenses required to construct, maintain, manage, operate and use the regional solid waste system in excess of any assistance provided by the Provincial Government shall be provided by the participating municipalities.
13. (a) The Authority may, annually, requisition each of the participating municipalities for their share of the capital or operating expenses of the regional solid waste system, payable on a quarterly basis, based on the approved budget.
(b) The Authority will provide for these services on a per capita cost-sharing basis
14. The Authority shall have the power to approve all capital or operating expenditures
15. The remuneration and expenses of the member of the Operations Committee for attendance at meetings other than meetings of the Authority, and for carrying out their duties, shall be calculated at the rate set each year by the Authority at the annual meeting and shall be considered as operating costs of the regional solid waste system. Remuneration of expenses for attendance at meetings of the Authority shall also be the responsibility of the Authority and said rate is to be set at the annual meeting.
16. Each year's operating budget shall include a transfer to a capital fund which shall be held for the purpose of replacing equipment as required.
17. No provision shall be made in the budget for an operating surplus or deficit.
18. The Authority shall have total responsibility and control of those matters and systems pertaining to waste management as agreed to by the participating municipalities, within the boundaries of the participating municipalities, and all new facilities and systems will be subject to the approval of the Authority, as agreed herein.

Termination and Commencement

19. The agreement is binding upon all the participating municipalities for a term of ten (10) years from the date of this agreement-

General

20. Without restricting the generality of the foregoing, the Powers of the Authority shall be deemed to include the Power to:
 - (a) hire personnel for the construction, maintenance and operation of the regional solid waste system;
 - (b) enter into contracts with any person, corporation or municipality for the provision of any service or commodity necessary for the efficient construction, maintenance or operation of the system.

21. it is understood and agreed that all refuse collection shall be the responsibility of the municipality providing such service.
22. This agreement may be amended by the approval of two-thirds of the members of the Authority.
23. This agreement inures to the benefit of all and is binding upon the parties to this agreement and their respective successors and approved assigns.
24. Conduct of meetings shall be in accordance with Robert's Rules of Order, used by Municipal Councils.

THIS AGREEMENT is executed by the Parties as of the date shown on the first page of this Agreement.

WITNESS ABOVE the agreement is sealed and signed by the
Participating Municipalities