

THIS AGREEMENT MADE THE 2nd DAY OF February, 2017.

BETWEEN:

MOUNTAIN VIEW REGIONAL WASTE MANAGEMENT COMMISSION
(hereinafter called the "**Commission**")

AND:

TOWN OF SUNDRE
(hereinafter called the "**Municipality**")

WASTE SERVICES AGREEMENT

WHEREAS:

- A. The Commission owns and either operates all Waste Management Facilities or contracts a third party to operate the Waste Management Facilities or any component thereof on behalf of the Commission;
- B. The Commission will accept Waste at each of the Waste Management Facilities and will process it at these Waste Management Facilities;
- C. The Commission has agreed to accept Waste delivered to the Landfill and Waste Transfer Stations and dispose of the same in accordance with the permits obtained by the Commission and maintained in force from time to time;
- D. The Commission will oversee operations regarding Waste recycling and Waste diversion at each of the Waste Transfer Stations and the Recycling Centres within the boundaries of the members of the Commission.

NOW THEREFORE, IN CONSIDERATION of the mutual promises, terms, covenants and conditions contained herein, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 Definitions

In this Waste Services Agreement:

- (a) "**Agreement**" means this Agreement together with any amendments hereto or extensions hereof, provided that such amendments or extensions are in writing and signed by each of the parties;
- (b) "**Applicable Laws**" means any and all provisions of any constitution, treaty, statute, law, regulation, ordinance, code, rule, judgment, rule of common law, order, decree, award, injunction, Governmental Approval, franchise, license,

agreement, or other governmental restriction or any similar form of decisions of, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority;

- (c) **"Delivery Point"** means that location past the weigh scale located at the Landfill, as directed by the Commission from time to time;
- (d) **"Effective Date"** means February 2nd, 2017;
- (e) **"Event of Default and Remedies"** referred to Membership Agreement;
- (f) **"Event of Suspension"** has the meaning as ascribed thereto in Section 7.1 hereof;
- (g) **"Fees for Service"** means the fees that will be established by the Board as part of the budget by September 30th each year.
- (h) **"Force Majeure"** means any act of God, major storms, civil disturbance or any similar major event or occurrence not within the control of a party and which by the exercise of due diligence by such party could not have been prevented, but lack of funds on the part of such party shall be deemed not to be a Force Majeure;
- (i) **"Governmental Approvals"** means all approvals, permits, licenses, actions, orders, authorizations, consents, leases, waivers, franchises, concessions, agreements, rulings, certifications, filings or registrations by or with, or reports or notices to or from, any Governmental Authority regarding the operation of the Waste Transfer Station;
- (j) **"Governmental Authority"** means any nation or government (including any government authority, agency, department, board, commission, court of Canada, the Province of Alberta) or any tribunal or arbitrator(s) of competent jurisdiction, or any self-regulatory organization having jurisdiction over the Waste Transfer Station;
- (k) **"Hazardous Waste"** has the meaning as ascribed to both the following terms;
 - (i) "hazardous recyclable", and
 - (ii) "hazardous waste",in the *Waste Control Regulation*, Alberta Regulation 192/96 as enacted pursuant to the *Environmental Protection and Enforcement Act* (Alberta), as amended from time to time;
- (l) **"Landfill"** means that site either controlled or owned by the Commission, which is used for the disposal of Waste by burial;

- (m) **"Liquid"** has the meaning as the term "liquid" has in the *Waste Control Regulation*, Alberta Regulation 192/96 as enacted pursuant to the *Environmental Protection and Enforcement Act* (Alberta), as amended from time to time;
- (n) **"Membership Agreement"** means that agreement amongst all the members of the Commission, which are the Town of Olds, the Town of Sundre, the Town of Carstairs, the Town of Didsbury, the Village of Cremona, Mountain View County and Mountain View Regional Waste Management Commission respecting certain governance and financial matters concerning the operation of the Commission;
- (o) **"Non-Acceptable Waste"** referred to in Schedule "B".
- (p) **"Rates"** means those rates for acceptance of Waste that are set by the Commission for each calendar year, which notification of any changes are to be provided by September 30th of each year;
- (q) **"Recycling Centres"** means a site manned or unmanned that collects Waste for the future purpose of Waste diversion or recycling;
- (r) **"Waste"** means any solid material or product or combination of them that is intended to be treated or disposed of or that is intended to be stored and then treated or disposed of, that originates from within the Municipality's municipal boundaries, but expressly excludes:
 - (i) any Liquid; and
 - (ii) Hazardous Waste;
- (s) **"Waste Management Facilities"** means the methods and tools used to achieve the purposeful, systematic control of the generation, separation, treatment, processing, recycling, recovery and disposal of waste at landfill located at NW 25-31-2-W5;
- (t) **"Waste Services"** means those services to be provided by the Commission as further enumerated in the attached Schedule "A";
- (u) **"Waste Transfer Station"** means that Waste Transfer Station owned and either operated by the Commission or by such third party contracted by the Commission to operate the Waste Transfer Station on behalf of the Commission whereby Waste is delivered for the Commission to accept and process at the Waste Management Facilities.

ARTICLE 2 - OBLIGATIONS OF THE MUNICIPALITY

2.1 Municipality's Obligations

The Municipality will:

- (a) at its sole expense, deliver Waste to the Delivery Point for disposal by the Commission pursuant to this Agreement;
- (b) use its commercially reasonable best efforts to not permit the delivery of any Hazardous Waste or Liquid to the Delivery Point separately or intermingled with the Waste delivered to the Delivery Point;
- (c) pay to the Commission, all charges owing to the Commission pursuant to this Agreement, including, without restriction, the Rates within thirty (30) days of receipt of invoice from the Commission.

ARTICLE 3 - OBLIGATIONS OF THE COMMISSION

3.1 Commission's Obligations

The Commission will:

- (a) provide the Waste Services for the Municipality;
- (b) at its sole cost and expense, maintain all necessary permits, licenses, consents and approvals required by all authorities having jurisdiction with respect to the operation of the Waste Management Facilities;
- (c) weigh all Waste that is delivered to the Delivery Point; and
- (d) provide true copies of the annual financial statements of the operation of the Waste Management Facilities and all documentation and correspondence relating to the calculation of the Rates upon receipt of written request therefore from the Municipality.

ARTICLE 4 - INSURANCE

4.1 Commission's Insurance Obligations

The Commission, at its sole cost and expense take out and keep in full force and effect:

- (a) comprehensive general liability insurance with inclusive limits of not less than five million (\$5,000,000.00) dollars; and

- (b) any other form of insurance which the Commission may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent party under similar circumstances would insure.

4.2 No Limitation of Liability

The acquisition and maintenance by the Commission of the insurance policies as required pursuant to this Article shall, in no matter whatsoever, limit or restrict the liability of the Commission under this Agreement.

ARTICLE 5 - TERM AND RATES

5.1 Term

The Commission shall continuously accept Waste from the Municipality until either:

- (a) the Commission ceases the acceptance of any Waste from all sources because either:
 - (i) the Landfill can no longer accept Waste due to the Governmental Approvals and the Applicable Laws;
 - (ii) the Commission no longer has any ability to accept Waste; or
 - (iii) the Municipality has defaulted on its obligations in either this Agreement or in the Membership Agreement;
- (b) the Municipality provides no less than six (6) months' written notice to the Commission that it will cease to deliver Waste to the Delivery Point;
- (c) the Commission lawfully terminates this Agreement pursuant to the express terms of this Agreement; or
- (d) the parties mutually agree to terminate this Agreement.

ARTICLE 6 - RATES AND FEES

6.1 Rates

- (a) The Commission shall set Rates annually.
- (b) The Commission shall publish the Rates no later than September 30, which change of Rates shall come into effect as of January 1 for the following year.

6.2 Invoicing of Rates

The Commission shall provide invoices to the Municipality which shall include the following information:

- (a) the volume of Waste accepted by the Commission at the Delivery Point;
- (b) the amount owed by the Municipality to the Commission for the Fees for Service.

ARTICLE 7 - SUSPENSION OF SERVICE

7.1 Event of Suspension

The following shall constitute an Event of Suspension if:

- (a) the Waste violates any Applicable Laws;
- (b) the Municipality breaches the terms of either this Agreement or the Membership Agreement; or
- (c) the Waste delivered to the Waste Management Facilities that the Commission chooses not to accept.

7.2 Remedies in an Event of Suspension

Without prejudice to any other remedy which the Commission may have against the Municipality if an Event of Suspension occurs, the Commission may:

- (a) take whatever steps are reasonably necessary to rectify the Event of Suspension and in such event the costs of taking such steps as are reasonably necessary to rectify such situation plus an administrative charge of twenty (20%) percent of such costs, shall be payable by the Municipality to the Commission on demand; and
- (b) in addition to all remedies available to Commission, after providing the Municipality with written notice of its intention to refuse to accept delivery of Waste, the Commission may refuse to accept delivery of Waste from the Municipality until the Event of Suspension is remedied by either the Municipality or by the Commission pursuant to Section 7.2(a) hereof.

ARTICLE 8 - FORCE MAJEURE

8.1 Force Majeure

If the parties shall fail to meet their respective obligations hereunder within the respective time prescribed therefor and such failure shall be directly caused or materially contributed to by Force Majeure, such failure shall be deemed not to be a breach of the obligations of such party, provided

that, in such event, such party shall use its commercially reasonable efforts to put itself in a position to carry out its obligations hereunder as soon as reasonably possible, to the extent that it is within its power.

ARTICLE 9 - GENERAL

9.1 Notices

- (a) Whether or not so stipulated herein, all notices, communication, requests and statements (the "**Notice**") required or permitted hereunder shall be in writing.
- (b) Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:

- (i) to the Commission:
Mountain View Regional Waste Management Commission
PO Box 2130
Didsbury, Alberta T0M 0W0

Attention: CAO
Fax: (403) 335-2061
E-mail: mvrwmc@airenet.com

- (ii) to the Municipality:
Town of Sundre
PO Box 420
Sundre, AB T0M 1X0

Attention: Chief Administrative Officer
Fax: (403) 638-2100
E-mail: townmail@sundre.com

or to such other address as each party may from time to time direct in writing.

- (c) Notice shall be served by one of the following means:
 - (i) by delivering it to the party on whom it is to be served. Notice delivered in this manner shall be deemed received when actually delivered to such party;
 - (ii) if delivered to a corporate party, by delivering it to the address specified in (c)(ii) during normal business hours. Notice delivered in this manner shall be deemed received when actually delivered;
 - (iii) by fax or email to the party on whom it is to be served. Notice delivered in this manner shall be deemed received on the earlier of:

- A. if transmitted before 3:00 p.m. on a Business Day, on that Business Day; or
 - B. if transmitted after 3:00 p.m. on a Business Day, on the next Business Day after the date of transmission; or
- (iv) by mailing via first class registered post, postage prepaid, to the party to whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

9.2 Governing Law

This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

9.3 Time of Essence

Time shall be of the essence of this Agreement.

9.4 Preamble and Schedules

The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:

- Schedule "A" - Waste Services
- Schedule "B" - Non - Acceptable Waste

9.5 Headings

The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

9.6 Relationship between Parties

Nothing contained herein shall be deemed or construed by the parties nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties, it being understood and agreed that none of the provisions contained herein nor any act of the parties shall be deemed to create any relationship between

the parties other than an independent service agreement between the two parties at arm's length.

9.7 Obligations

Except as may from time to time be expressly stated in writing by the one party, the other party has no Commission to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

9.8 Further Assurances

Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

9.9 Amendments

This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

9.10 Waiver

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

9.11 Counterparts

This Agreement may be executed and delivered in any number of counterparts, by facsimile copy, by electronic or digital signature or by other written acknowledgement of consent and agreement to be legally bound by its terms. Each counterpart when executed and delivered will be considered an original but all counterparts taken together constitute one and the same instrument.

9.12 Statutory Reference

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

9.13 Unenforceability

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

9.14 Survival

The parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination or expiry of the Term shall survive the termination or expiry of the Term and shall not be merged therein or therewith.

9.15 Remedies Generally

Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one or more of such remedies generally or in combination, such remedies being cumulative and not alternative.

9.16 Payment of Monies

The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft or solicitor's trust cheque is tendered instead of cash.

9.17 GST Exclusive

All amounts payable hereunder will be exclusive of any goods and services tax ("GST") payable thereon.

9.18 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

9.19 Binding Effect

This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

9.20 Assignment

Neither party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from the other party, such consent which shall not be unreasonably withheld.

9.21 Requests for Consent

Each party shall provide any decision with regard to a request for consent in a timely manner.

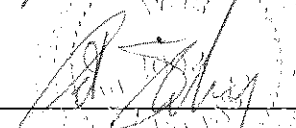
9.22 Construction

This Agreement shall be interpreted according to its fair construction and shall not be construed as against any party hereto.

IN WITNESS WHEREOF the parties have hereunto set their seals duly attested to by the hands of their properly authorized officers in that behalf effective as at the day and year first above written.

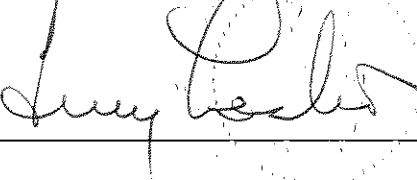
**MOUNTAIN VIEW REGIONAL WASTE
MANAGEMENT COMMISSION**

Per: 

Per: 

TOWN OF SUNDRE

Per: 

Per: 

SCHEDULE "A"

WASTE SERVICES

Without limiting the generality of anything contained in this Agreement, the Commission shall provide the following Waste Services to the Municipality:

1. The Commission agrees to accept Waste delivered to the Landfill and Waste Transfer Stations and dispose of the same in accordance with the permits obtained by the Commission and maintained in force from time to time;
2. The Commission will oversee operations regarding Waste recycling and Waste diversion at each of the Waste Management Facilities;
3. Unmanned Recycling Centres are the responsibility of each Municipality for the maintenance of these facilities within their Municipal Boundaries. The collection of recyclables from the Unmanned Recycling Centres is the responsibility of the Commission;
4. Invoice the Members for its Waste delivered and transported for disposal of at the Waste Management Facilities. Invoice the Members for its Recycling delivered at all sites, manned and unmanned for the purpose of transporting and processing of these items. (the list of recycled items that will be charged for will include but not be limited to: cardboard, paper products, tin cans, glass, plastic, paint, household hazardous waste, anti-freeze, fluorescent bulbs, batteries, propane tanks, waste oil, oil filters and empty oil containers);
5. Operate the Waste Management Facilities during the hours of operation as set forth on the Commission's website. The Commission shall provide the Municipality with no less than three (3) months' written notice of any change to the hours of operation.

SCHEDULE "B"

NON-ACCEPTABLE WASTE

Waste that is not accepted at the Waste Management Facilities includes but is not limited to:

- a) the Waste delivered to the Waste Management Facilities that contains sulphur; or
- b) the Waste delivered to the Waste Management Facilities that contains any animal carcass; or
- c) the Waste delivered to the Waste Management Facilities that contains asbestos.