

**Beaver Regional
Waste Management
Services Commission
BYLAW No. 13/2020**

**BEING A BYLAW OF THE BOARD OF DIRECTORS OF THE BEAVER REGIONAL WASTE
MANAGEMENT SERVICES COMMISSION TO AMEND BYLAW 12/2020 BEING A BYLAW
RESPECTING THE DISPOSAL OF ASSETS BY THE COMMISSION AND THE PROCESS
FOR DISESTABLISHMENT OF THE COMMISSION**

WHEREAS the Directors of the Beaver Regional Waste Management Services Commission passed Bylaw No. 12/2020 pursuant to Section 602.09 of the *Municipal Government Act* (Alberta), to provide for the transfer and disposal of the assets, liabilities and obligations of the Beaver Regional Waste Management Services Commission to Claystone Waste Ltd. acting as General Partner for the Claystone Waste Limited Partnership and to provide for the disestablishment of the Commission, on the terms and conditions set out in Bylaw No. 12/2020; and

WHEREAS the Directors of the Beaver Regional Waste Management Services Commission now wish to amend Bylaw 12/2020 on the terms and conditions set out in this amending Bylaw.

NOW THEREFORE BE IT ENACTED as a Bylaw of the Board of Directors of the Beaver Regional Waste Management Services Commission as follows:

PART 1 – AMENDMENT OF SCHEDULES “A” AND “B”.

- 1.1 Bylaw 12/2020 shall be amended by the deletion of Schedule “A”, “Master Transfer Agreement” attached to Bylaw 12/2020, to be replaced by Schedule “A” attached to this Bylaw.
- 1.2 Bylaw 12/2020 shall be amended by the deletion of Schedule “B”, “Operating and Management Agreement” attached to Bylaw 12/2020, to be replaced by Schedule “B” attached to this Bylaw.

PART 2 – EFFECTIVE TIME AND EFFECTIVE DATE

- 2.1 This Bylaw shall become effective on the Effective Time on the Effective Date as defined in Bylaw 12/2020.

READ A FIRST TIME THIS 31st day of August, 2020.

READ A SECOND TIME THIS 31st day of August, 2020.

READ A THIRD TIME THIS 31st day of August, 2020.



CHAIRMAN



CHIEF ADMINISTRATIVE OFFICER AND GENERAL MANAGER

SCHEDULE "A"
Master Transfer Agreement

THIS Agreement made this 1st day of September, 2020.

BETWEEN:

BEAVER REGIONAL WASTE MANAGEMENT SERVICES COMMISSION

(hereinafter referred to as the "**Vendor**")

OF THE FIRST PART

AND:

CLAYSTONE WASTE LTD.,

the General Partner for,

CLAYSTONE WASTE LIMITED PARTNERSHIP

(hereinafter referred to as the "**Purchaser**")

OF THE SECOND PART

MASTER TRANSFER AGREEMENT

WHEREAS:

- A. The Vendor owns and operates the Assets; and
- B. The Vendor and the Purchaser have agreed to the Purchaser's acquisition of the Assets upon and subject to the terms, covenants and conditions contained within this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual agreements contained within this Agreement, the parties hereby agree as follows:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.1 **Definitions**

For the purposes of this Agreement and the Schedules hereto or any certificate, opinion or other document, agreement, undertaking or assurance delivered in accordance with or in furtherance of the purposes and intent of this Agreement, unless there is something in the context inconsistent therewith, the following words and phrases will have the following meanings:

- (a) “**AEP**” means Alberta Environment and Parks, and its predecessor and successor departments;
- (b) “**Agreement**” means this agreement as the same may be amended from time to time and the expressions “herein”, “hereof”, “hereto”, “above”, “below” and similar expressions if used in any article, section or paragraph of this agreement refer to this agreement including the Schedules attached hereto and do not refer solely to a particular article, section or paragraph unless specifically stated herein;
- (c) “**Assets**” means the Waste Facilities, together with:
 - (i) the Lands;
 - (ii) the Rights of Way;
 - (iii) the Permits, Licenses and/or Approvals;
 - (iv) the Contracts;
 - (v) the Other Assets; and
 - (vi) all equipment, tools, and inventories related to the maintenance and operation of the Assets;
- (d) “**Business Day**” means a day other than a Saturday, Sunday or statutory holiday in the Province of Alberta;
- (e) “**Contracts**” means certain contacts and agreements as between the Vendor and third parties respecting the Assets, and the provision of services through the use of the Assets, including but not restricted to those as set out in Schedule “A” attached to this Agreement;
- (f) “**Closure Fund**” shall mean a fund of money held by the Vendor for future reclamation and restoration of the Lands, such fund to be transferred by the Vendor to Trustee Co. to be invested, managed and administered by Trustee Co.;
- (f) “**Effective Date**” means the 1st day of September, 2020, or such other date that the Parties may agree;
- (g) “**Excluded Assets**” means those assets including but not restricted to those set out on Schedule “G” which will not be initially transferred to the Purchaser by the Vendor but will instead be managed by the Purchaser for the Vendor pursuant to the terms of the Operating Agreement, or transferred to Trustee Co. in the case of the Closure Funds;
- (h) “**Lands**” means those lands and interests in Lands including but not restricted to those legally described within Schedule “B” attached to this Agreement;

- (i) **“Liabilities”** means those contractual and legal obligations of the Vendor, including long-term liability for the engineered closure of the Lands, in accordance with the applicable Permits, Licenses and/or Approvals, including but not restricted to those as noted in Schedule “C” hereof;
- (j) **“Operating Agreement”** means that agreement between the Vendor and the Purchaser in which will address the Purchaser’s management of the Excluded Assets which will be retained by the Vendor, until such times that the Excluded Assets can be transferred to the Purchaser in accordance with the terms in the Operating Agreement along with certain other matters to be dealt with in accordance with the terms of the Operating Agreement;
- (k) **“Other Assets”** means those asserts owned by the Vendor including but not restricted to those as set out in Schedule “C” attached to this Agreement;
- (l) **“Party” or “Parties”** shall mean a signatory or the signatories, respectively, to this Agreement;
- (m) **“Permits, Licenses and/or Approvals”** means any and all permits, licenses, approvals, allowances, authorizations, consents or other acknowledgments received and/or held by the Vendor and relating to the Assets including, without restriction:
 - (i) any and all operating approvals required, issued or otherwise administered by AEP, which are required or otherwise utilized or relied upon in the operation of the Assets including, but not restricted to, those listed in Schedule “D” attached to this Agreement; and
 - (ii) any other assignable/transferrable licenses, permits, or consents which are necessary for the continued operation of the Assets from and after the Effective Date;
- (n) **“Rights of Way”** means the entire right, title and interest of the Vendor in and to all lands, interests in land, rights to use the surface of lands and all rights and interests ancillary thereto which relate to the construction, ownership, operation, maintenance, expansion and improvement of the Assets including, without restriction:
 - (i) any and all agreements to allow for use and occupation of all road rights of way existing under a road plan or subdivision plan registered at the Land Titles Office;
 - (ii) any and all agreements to allow for use and occupation all government road allowances existing under an township plan registered at the Land Titles Office; and

- (iii) all utility right of way and/or easement agreements, and any related right of way plans, whether or not registered at the Land Titles Office;

respecting or relating to the Assets, including, but not restricted to, those listed in Schedule “E” attached to this Agreement;

- (o) **“The Trust Agreement”** means the agreement entered into between the Purchaser and Trustee Co. for control, management and administration of the Closure Fund;
- (p) **“Trustee Co.”** shall mean Claystone Trustee Association, the not-for-profit Corporation established by the members of the Vendor pursuant to the provisions contained in the *Companies Act* (Alberta); and
- (q) **“Waste Facilities”** means the landfill owned and operated by the Vendor, together with all related facilities, equipment, machinery and appurtenances, including but not restricted to those items more particularly described in Schedule “F” attached to this Agreement.

1.2 Preamble and Schedules Incorporation

The Parties hereby confirm and ratify the matters contained and referred to in the preamble and in the various schedules to this Agreement and agree that the same are expressly incorporated into and form part of this Agreement.

ARTICLE 2 - AGREEMENT TO TRANSFER

2.1 Transfer

The Vendor and the Purchaser hereby covenant and agree that, subject to the terms of the Operating Agreement and subject to and in consideration of the performance of the other Party’s concurrent transfer obligations contained within this Agreement, the Vendor shall transfer to the Purchaser all of its ownership rights, titles and interests in the Assets as at the Effective Date. Additionally, the Vendor shall transfer to the Purchaser and the Purchaser accepts the transfer of the Liabilities, subject to the terms of the Operating Agreement.

2.2 The Vendor and the Purchaser hereby covenant and agree that, subject to the terms of the Operating Agreement, the Vendor shall transfer the Closure Fund to Trustee Co. to be managed and administered by Trustee Co. in accordance with the terms of the Trust Agreement.

2.3 Consideration

The Vendor and the Purchaser hereby covenant and agree that:

- (a) upon and subject to the performance of the Vendor’s concurrent transfer obligations contained within Section 2.1 of this Agreement, the Purchaser shall

pay to the Vendor the sum of ONE (\$1.00) DOLLAR upon the Effective Date (the “**Purchase Price**”); and

- (b) save and except for as specifically contained within this Section or Section 2.1 of this Agreement, no further or other consideration, compensation, purchase price or other payment shall be due or owed by either Party as a result of the transfers contemplated within Section 2.1 of this Agreement.

2.4 Adjustments

The Parties agree that all necessary adjustments relating to the Assets, including, without limitation, adjustments of prepaid expenses, rents, taxes, interest, deposits and other necessary adjustments shall be made as of the Effective Date. In the event that figures are not ascertainable for necessary adjustments at the Effective Date, the Parties shall calculate and resolve the adjustments as soon thereafter as figures are ascertainable and as provided for in the Operating Agreement.

2.5 GST

Goods and Services Tax applicable to the sale of the respective interests in the Assets is not included within any consideration contemplated or acknowledged within this Agreement, which Goods and Services Tax shall be the responsibility of the respective transferee of the said interest. Wherever applicable or appropriate, the Vendor and Purchaser shall execute and deliver on the Effective Date two (2) copies of the prescribed GST election form in order for Section 167(1.1) of the *Excise Tax Act* to apply to the supply of the interests in the Assets contemplated within this Agreement. The Purchaser shall be responsible for the filing of such joint election form with the Company's GST return for the first reporting period in which the Goods and Services Tax applicable to the supply of the interests in the Waste Assets was payable.

ARTICLE 3 - REPRESENTATIONS & WARRANTIES

3.1 Vendor's Representations and Warranties

The Vendor represents and warrants with and to the Purchaser and acknowledges that the Purchaser is relying upon such representations and warranties, as follows:

- (a) the Vendor has obtained the requisite approval to approve this Agreement and its execution and delivery and to authorize the closing of the within transactions and the performance of the obligations of the Vendor hereunder, including the approval of the Minister, as required by the *Beaver Regional Waste Management Services Commission Regulation, Alta Reg 75/1992*;
- (b) the respective interests of the Vendor in the Assets have not been assigned by the Vendor other than to the Purchaser pursuant to the provisions hereof;

- (c) the Vendor has good and marketable title to and is the beneficial owner of the Assets free and clear of all encumbrances and security interests whatsoever;
- (d) the Vendor has been incorporated and organized under the laws of the Province of Alberta and is a valid and subsisting regional services commission;
- (e) the Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
- (f) to the best of the Vendor's knowledge without making diligent inquiry, there are no existing or threatened lawsuits involving the Assets, and whether environmentally related or otherwise, which would have a material adverse effect on the Purchaser;
- (g) this Agreement is not in conflict with any other agreement or transaction to which the Vendor is a party or is bound, subject to all third party consents being obtained as herein set forth and subject to the terms of the Operating Agreement;
- (h) for the period up to the Effective Date, the Vendor is and will remain materially in good standing under the respective terms of any Permits, Licenses and/or Approvals required with respect to the ownership and operation of the Assets;
- (i) to the best of the Vendor's knowledge, the descriptions in the Schedules, together with any plans, drawings, designs or schematics that have been provided to the Purchaser, are materially accurate in recording the Assets as built and existing; and
- (j) the Purchaser shall be entitled to quiet enjoyment of the transferred interest in the Assets from and after the Effective Date.

The representations and warranties of the Vendor shall survive the closing and the execution or registration of conveyances.

3.2 Purchaser's Representations and Warranties

The Purchaser represents and warrants with and to the Vendor and acknowledges that the Vendor is relying upon such representations and warranties, as follows:

- (a) the Purchaser is a limited partnership and is validly organized under the laws of the Province of Alberta;
- (b) the Purchaser is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
- (c) this Agreement is not in conflict with any other agreement or transaction to which the Purchaser is a party or is bound, subject to all third party consents being obtained as herein set forth; and

- (d) to the best of the Purchaser's knowledge, no one is entitled to any finder's fees in connection with this purchase and sale transaction.

The representations and warranties of the Purchaser shall survive the closing and the execution or registration of conveyances.

3.3 Acknowledgment and Agreement

The Parties each acknowledge and agree that:

- (a) there are no representations or warranties given by the Parties, express or implied, as to any matter, cause or thing other than as specifically given to in Section 3.1 and 3.2 of the Agreement; and
- (b) except as otherwise specifically set forth in Section 3.1 and 3.2 of this Agreement, all of the Assets are transferred and accepted "as is, where is" and the transferee in each case is relying totally upon its own investigations and inspections of the respective assets and not upon any representation, warranty or statement, express or implied, of the transferring Party.

ARTICLE 4 - COMPLETION

4.1 Completion – Vendor – Assets

At least ten (10) days prior to the Effective Date, the Vendor shall deliver or cause to be delivered to the Purchaser:

- (a) two (2) copies of each of the following closing documents, the form and content of which have been approved by the Parties, acting reasonably:
 - (i) General Conveyance for the Vendor's interest in the Assets;
 - (ii) registerable transfers of land for the Lands;
 - (iii) transfers or assignments of the Rights of Way, Contracts, Permits, Licences and/or Approvals and any further permits, agreements, licenses or approvals as are necessary to permit the continued operation of any portion of the Assets; and
 - (iv) Operating Agreement to deal with the Excluded Assets;in each case executed by the Vendor under its corporate seal;
- (b) evidence of all consents of third parties required to consent to the transfer of the Assets and transfer of Liabilities to the Purchaser subject to the terms of the Operating Agreement;

- (c) all keys, security codes, and other devices required to permit the Purchaser to have full and uninterrupted access to the Assets;
- (d) all computer files and software, all files and records respecting the operation of the Assets, and all original copies of all construction agreements and warranties respecting the Assets; and
- (e) subject to Section 2.4, two (2) copies of the GST Election Form executed by the Vendor;

upon and subject to solicitor's trust conditions that will contemplate registration and release of the closing documentation to permit the concurrent completion of the transfers as contemplated within this Agreement.

4.2 Completion – Purchaser – Assets

On or before the Effective Date the Purchaser shall deliver or cause to be delivered to the Vendor:

- (a) two (2) copies of each of the following closing documents, the form and content of which have been approved by the Parties, acting reasonably:
 - (i) General Conveyance for the Vendor's interest in the Assets;
 - (ii) transfers or assignments of the Rights of Way, Permits Licences and Approvals and Contracts, and any further permits, agreements, licenses or approvals as are necessary to permit the continued operation of any portion of the Assets; and
 - (iii) Operating Agreement to deal with the Excluded Assets;in each case executed by the Purchaser under its corporate seal; and
- (b) an assumption of liabilities and indemnity in favour of the Vendor for the Purchaser's assumption of all Liabilities;
- (c) subject to Section 2.4, one (1) fully executed copy of the GST election for executed by the Purchaser; and
- (d) payment of the Purchase Price as set forth herein;

whereupon the transfers of the respective interests in the Assets shall be fully completed and all documentation releasable from trust conditions of closing.

ARTICLE 5 - GENERAL

5.1 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) if to the Vendor:
Beaver Regional Waste Management Services Commission
Box 322
Ryley, AB T0B 4A0
Attention: Pierre Breau

Fax: (780) 663-2006

E-mail: pierre.breau@brwmsc.com
- (ii) if to the Purchaser:
Claystone Waste Ltd.
the General Partner for Claystone Waste Limited Partnership
Box 322
Ryley, AB T0B 4A0
Attention: Pierre Breau

Fax: 780-663-2006
E-mail: pierre.breau@brwmsc.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 (a) 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.

5.2 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.

5.3 Time of Essence

Time shall be of the essence of this Agreement.

5.4 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" - The Contracts;
- Schedule "B" - The Lands;
- Schedule "C" - The Other Assets and Liabilities;
- Schedule "D" - The Permits, Licenses and/or Approvals;
- Schedule "E" - The Rights of Way;
- Schedule "F" - The Waste Facilities; and
- Schedule "G" - Excluded Assets.

5.5 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.

5.6 Relationship between Parties

Nothing contained herein shall be deemed or construed by the Parties or by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the Parties.

5.7 No Authority

Except as may from time to time be expressly stated in writing by the one Party, the other Party has no authority 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.

5.8 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.

5.9 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.

5.10 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.

5.11 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.

5.12 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.

5.13 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.

5.14 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.

5.15 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 of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

5.16 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.

5.17 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.

5.18 **Binding Effect**

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

5.19 **Requests for Consent**

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

5.20 **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 corporate Parties have made this Agreement effective the date first above written.

**BEAVER REGIONAL WASTE
MANAGEMENT SERVICES
COMMISSION**

**CLAYSTONE WASTE LTD.
the General Partner for CLAYSTONE
WASTE LIMITED PARTNERSHIP**

Per: _____

Per: _____

Per: _____

Per: _____

SCHEDULE “A”

The Contracts

For the purposes of this Agreement, the Contracts shall include:

- Unassigned Contracts as per Schedule “B” of Operating Agreement.
- Assigned Contract as per below:
Contract number 655248 dated June 8, 2012 with Amending Agreement numbers 1 and 2 between EPCOR Water Services Inc. and Beaver Regional Waste Management Services Commission.
- All active and enforceable customer waste permits in existence as of Effective Date of this agreement.

SCHEDULE “B”

The Lands

For the purposes of this Agreement, the Lands shall consist of the lands legally described as follows:

1. Restrictive Covenant and Right of First Refusal – Caveat No. 152 178 878
S ½ 15-50-17-W4th – Ewert Farms Ltd.
2. Lot 2, Plan 8220406
Containing 16.1 hectares (39.78 acres) more or less
SE 10-50-17-W4th
3. Pt of Lot 2, Plan 7921282
Containing 1.073 hectares (more or less)
NE 2-51-19-W4th
4. Lot 1, Plan 8220406
Containing 16.1 hectares (39.78 acres) more or less
SE 10-50-17-W4th
5. Lot 3, Plan 8220406
Containing 16.1 hectares (39.78 acres) more or less
SE 10-50-17-W4th
6. Lot 4, Plan 8220406
Containing 16.1 hectares (39.78 acres) more or less
SE 10-50-17-W4th
7. S4-51-17-W4th
Agreement dated August 1, 2013 as amended by an Amendment to Agreement dated December 19, 2019 between Beaver Regional Waste Management Services Commission and Brian Lyons and Loretta Convey-Lyons to provide portion of the S4-51-17-W4th to apply biosolids and cultivate short-rotation coppice willow and forage grasses.
8. Lot 1, Plan 8620054
Containing 2.02 hectares (4.99 acres) more or less
NE 28-46-11-W4th
9. Lot 1, Plan 8020579

- Containing 5.99 hectares (14.8 acres) more or less
NE 10-50-17-W4th
10. Lot 1, Plan 7920634
Containing 3.99 hectares (9.86 acres) more or less
NE 31-48-14-W4th
 11. Pt. NE 10-50-17-W4th
Containing 145.20 acres (more or less)
 12. Lot 1, Plan 9423365
Containing 1.78 hectares (4.4 acres) more or less
NW 13-49-16-W4th
 13. Pt. NW 10-50-17-W4th
Containing 136.7 acres more or less
 14. NW 11-50-17-W4th
Containing 64.7 hectares (160 acres) more or less
 15. NE 11-50-17-W4th
Containing 64.7 hectares (160 acres) more or less
 16. SE 11-50-17-W4th
Containing 64.7 hectares (160 acres) more or less
 17. SW 11-50-17-W4th
Containing 64.7 hectares (160 acres) more or less
 18. Lot 1, Plan 8520514
Containing 1.64 hectares (4.05 acres) more or less
SE 2-51-20-W4th
 19. Plan 9321085, Lot 1
NE 31-47-12-W4th
Containing 2.14 hectares (5.29 acres) more or less

SCHEDULE "C"

The Other Assets and Liabilities

1. For the purposes of this Agreement, the Other Assets consist of:

All Assets recorded in the Commission's Balance Sheet as of Effective date, including:

- Fixed Asset and ongoing capital projects, except for Land.
- Topsoil and extended warranties on major equipment.
- Prepaid expenses.
- Inventory items.
- Outstanding customer receivables
- Operating investment with ATB Wealth account number EM0-0476-A
- Cash in bank account numbers 727-00100837401, 727-00100837424 and 727-00359591900

2. For the purposes of this Agreement, the Liabilities consist of:

All Liabilities recorded in the Commission's Balance Sheet as of Effective date, including:

- Unpaid vendor bills and invoices.
- All existing Purchase Orders that have been completed as of Effective Date but awaiting vendor bills.
- Closure and Post Closure Obligations.
- Any obligation that may arise resulting from the appeal to be removed as a Regulated Facility under the Alberta Climate Change Incentive Regulation.

SCHEDULE "D"

The Permits, Licenses, and/or Approvals

For the purposes of this Agreement, the Permits, Licenses and/or Approvals shall include the following:

- AB Environment and Parks Permit 20754-02-00 expiring July 31, 2030
- All other federal, provincial and municipal regulatory and development permits and licenses required for operation of the Assets of the Commission as of Effective Date.

SCHEDULE “E”

The Rights of Way

For the purposes of this Agreement, the Rights of Way shall include:

All Rights-of-Way on the lands referenced in Schedule “B” as required for provision of utility (gas, electricity, water, sanitary sewer), drainage and transport purposes.

SCHEDULE "F"

The Waste Facilities

1. Ryley Facility – 50117 Range Road 173, Beaver County, AB
2. Tofield Transfer Station – 51032 Range Road 191, Beaver County, AB
3. Kinsella Transfer Station – 46418 Range Road 113, Beaver County. AB
4. Viking Transfer Station – 12503 TWP 480, Viking, AB
5. Lindbrook Transfer Station – 51008 Range Road 201, Beaver County, AB

SCHEDULE "G"

The Excluded Assets

Post Closure Fund with ATB Wealth account CM0-0016-A is subject to Trust Agreement.

SCHEDULE "B"
Operating and Management Agreement

MEMORANDUM OF AGREEMENT entered into this 1st day of September, A.D., 2020.

BETWEEN:

**BEAVER REGIONAL WASTE MANAGEMENT
SERVICES COMMISSION,**

a regional services commission established
under the laws of the Province of Alberta,
(hereinafter referred to as "the Commission"),

OF THE FIRST PART,

-and-

**CLAYSTONE WASTE LTD.,
the General Partner for
CLAYSTONE WASTE LIMITED PARTNERSHIP,**

a Limited Partnership established under
the laws of the Province of Alberta,
(hereinafter referred to as "the GP"),

OF THE SECOND PART.

WHEREAS the Commission is the owner of certain lands, facilities and equipment which are hereinafter defined and which are used for the operation and management of waste disposal and recycling facilities;

WHEREAS the GP was established by the members of the Commission to own, operate, manage, expand and develop such waste disposal and recycling facilities and operations;

WHEREAS the Commission and the GP now wish to enter into an Agreement with each other to define and describe the relationship of the GP to the Commission, to provide for the transfer to the GP of the said lands and the transfer of the waste management and recycling facilities and operations developed and constructed on the said lands by the Commission and the future ownership, operation, management, expansion and development of such waste disposal and recycling facilities by the GP, all on the terms and subject to the conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT the parties hereto, in consideration of the mutual covenants and agreements hereinafter set-forth, covenant and agree with each other as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions** – in this Agreement, unless the context provides otherwise, the following words or phrases shall have the following meanings:
- a. **“Articles”** shall mean the Articles of Incorporation of the GP as amended from time to time;
 - b. **“Board”** shall mean the Board of Directors of the GP to be appointed pursuant to the Articles and the Unanimous Shareholders Agreement, on the recommendation of the Steering Committee in the case of the first directors of the GP and in the case of subsequent appointments to the Board by the Proxy Committee;
 - c. **“Closure Fund”** shall mean a fund of money held by Trustee Co. for future reclamation and restoration of the Lands and to be transferred by the Commission to Trustee Co. and to be invested, managed and administered by Trustee Co. in accordance with the terms of the Trust Deed Agreement;
 - d. **“Commission”** shall mean the Beaver Regional Waste Management Services Commission established pursuant to the *Municipal Government Act* (Alberta);
 - e. **“Commission Directors”** shall mean the duly appointed Directors of the Commission;
 - f. **“Effective Date”** shall mean the 1st day of September, 2020;
 - g. **“Facilities”** shall mean all waste disposal and recycling facilities and equipment developed or constructed upon the Lands on the date of execution of this Agreement and all waste disposal and recycling facilities which may in the future be developed or constructed on the Lands by the Commission or the GP together with all equipment, furnishings, installations and appurtenances to the Facilities;
 - h. **“GP”** shall mean Claystone Waste Ltd., the General Partner for the LP, representing the LP;
 - i. **“Improvements”** shall mean any development, reconstruction, expansion, replacement or alteration of the Facilities;
 - j. **“Lands”** shall mean those lands and interests in lands which are owned or held by the Commission and upon which Facilities have been or may in the future be constructed including but not restricted to those lands and interests described on Schedule “A” attached hereto;
 - k. **“Limited Partnership Agreement”** shall mean the Agreement between the GP and the Municipalities as Limited Partners dated the _____ day of _____, 2020;
 - l. **“LP”** shall mean Claystone Waste Limited Partnership;
 - m. **“Municipalities”** shall mean the following:

- i. Beaver County;
 - ii. Village of Holden;
 - iii. Village of Ryley;
 - iv. Town of Tofield; and
 - v. Town of Viking.
- n. **“Party” or “Parties”** shall mean a signatory or the signatories, respectively, to this Agreement;
- o. **“Proxy Committee”** shall mean that committee made up of the Chief Administrative Officers of the Municipalities for the purpose of providing instructions from the Municipalities to the GP in accordance with the terms of the Limited Partnership Agreement and the Unanimous Shareholder’s Agreement;
- p. **“Reclamation”** shall mean an approved and predetermined schedule and costs for reclamation of the Lands;
- q. **“Services”** shall mean the waste disposal and recycling services associated with the Facilities;
- r. **“Steering Committee”** shall mean the committee set up by the Municipalities to govern the transition from the Commission to the LP;
- s. **“Term”** shall mean the period of time that this Agreement shall remain in effect as determined pursuant to paragraph 12.1;
- t. **“Trust Deed Agreement”** shall mean the Trust Agreement entered into between GP and Trustee Co.;
- u. **“Trustee Co.”** shall mean Claystone Trustee Association, the Society established by the members of the Commission pursuant to the provisions contained in the *Societies Act* (Alberta); and
- v. **“Unanimous Shareholders Agreement”** shall mean the Agreement entered into amongst the shareholders of the GP and the GP pursuant to the *Business Corporations Act* (Alberta) as amended from time to time.

1.2 **Interpretation** – In this Agreement, save where the contrary is expressed:

- a. The headings are for convenience of reference only and shall not be used in the construction or interpretation of this Agreement;
- b. Where a period of time is prescribed, dated or calculated from a day or event, the time shall be calculated excluding such day or the day of such event unless a contrary intent appears;

- c. Words importing the singular shall include the plural, and words importing the masculine shall include the feminine or neuter or corporations, or vice versa, as the context or the number or gender, from time to time, so requires; and
 - d. Should any provision be illegal, void or otherwise unenforceable, such provision shall be severed from this Agreement and the rest of this Agreement shall remain in full force and effect and be binding upon the Parties as though the said provision or provisions had never been included.
- 1.3 **Schedules** – The Schedules to this Agreement which are incorporated into and form part of this Agreement are as follows:
- Schedule “A” – Lands and Interests in Lands; and
Schedule “B” – Retained Contracts.

ARTICLE 2
OWNERSHIP OF LANDS, APPROVED USES OF LANDS
AND OPERATION OF THE LANDS BY THE GP

- 2.1 **Ownership of Lands** – The Lands shall be transferred by the Commission to the GP upon the required approvals being obtained for such transfer.
- 2.2 **Closure Fund** – The Closure Fund shall be transferred to Trustee Co. to be invested, managed and administered by Trustee Co. in accordance with the objects and requirements of Trustee Co. and the Trust Deed Agreement.
- 2.3 **Approved Uses** – The Lands shall be used for waste disposal services, recycling services and such other uses as may be deemed advisable by the GP.
- 2.4 **Reclamation, Remediation and Resoration of the Lands** – The GP shall be solely responsible for the reclamation, remediation and restoration of the Lands to be carried out in accordance with all permits and approvals. The GP shall in addition be responsible for capping and long term monitoring of the Lands to be paid by Trustee Co. to GP from the Closure Fund. The costs incurred by the GP for the reclamation, remediation, restoration, capping and long term monitoring of the Lands shall be paid from the Closure Funds by Trustee Co. to Claystone in accordance with a plan which includes a formula to be agreed to by Trustee Co. and GP annually. In the event the funds held by Trustee Co. shall be insufficient to carry out the required reclamation, remediation, restoration, capping and long term monitoring in accordance with such plan and formula, any shortfall shall be the sole responsibility of the GP and not Trustee Co.
- 2.5 **Permits** – All permits and approvals required for the disposal of waste and hazardous materials on the Lands and the operation of the Facilities on the Lands shall be held by the Commission for the benefit of the GP and shall be transferred to the GP at such time as all approvals are obtained to permit such transfer. The GP shall at all times comply with the approvals and permits held by the Commission for the operation of the Lands

and the Facilities on the Lands and shall indemnify and save harmless the Commission from any breach or failure to comply with such approvals and permits.

- 2.6 **Trustee Co. Cost** – GP shall be responsible for the payment of all operating and administrative costs incurred by Trustee Co. and GP shall advance to Trustee Co. payment for such costs in a timely manner.

ARTICLE 3 **TRANSFER OF ASSETS EXCEPT LAND**

- 3.1 **Retention of Lands and Facilities** – Initially, all of the assets owned or held by the Commission, including the Facilities, except the Closure Fund, shall be held by the Commission for the sole use and benefit of the GP until such time as all necessary approvals are obtained to transfer such assets to the GP (“the Assets”) on such terms and conditions as may be mutually agreed to by the GP and the Commission.
- 3.2 **Approvals** – Upon receipt of the required approvals the Assets shall be transferred by the Commission to the GP in accordance with the terms and conditions of such approvals.
- 3.3 **Operation, Management and Maintenance of Assets** – From the Effective Date, the GP shall be solely responsible for the management, operation and maintenance of the Facilities and the Assets.
- 3.4 **Indemnity for Assets** – The GP acknowledges and agrees that the Commission is not warranting the condition or state of repair of the Assets and that from and after the Effective Date, the GP shall be solely responsible for all such maintenance, repair and upkeep and the GP shall indemnify and save harmless the Commission from any and all costs and expenses incurred by the Commission with respect to the Assets.

ARTICLE 4 **COMMISSION CONTRACTS AND AGREEMENTS**

- 4.1 **Contracts Retained by the Commission** – The Commission shall retain the contracts described on Schedule “B” hereto and any other contracts which cannot be assigned to the GP or the GP directs the Commission to retain (the “Retained Contracts”). The GP from the Effective Date shall be responsible for and engaged by the Commission to perform and carry out all of the Commission’s obligations under the Retained Contracts on behalf of the Commission. The GP shall be responsible for all billing and charges to third parties under the Retained Contracts on behalf of the Commission. The Commission shall pay the GP all amounts received or collected by the Commission from third parties under the Retained Contracts.
- 4.2 **Contracts Assigned by the Commission** – All other contracts and agreements held by the Commission on the Effective Date shall be assigned or transferred to the GP on behalf of the LP (the “Assigned Contracts”). The GP shall be responsible for carrying out all of the terms and conditions contained in the Assigned Contracts from the Effective

Date. The Commission and the GP shall work together to obtain any consents and approvals required to assign and transfer the Assigned Contracts to the GP.

- 4.3 **Indemnity of Commission by GP** – From the Effective Date, the GP shall be responsible for the performance of all of the obligations of the Commission under the Retained Contracts and the Assigned Contracts and the GP shall indemnify and save harmless the Commission for all obligations of the Commission under such contracts.
- 4.4 **Future Contracts** – All future contracts and agreements for the operation and use of the waste disposal and recycling facilities following the Effective Date shall be in the name of the GP.

ARTICLE 5
WASTE DISPOSAL RECYCLING SERVICES AND
OTHER SERVICES PROVIDED BY THE GP

- 5.1 **Services Provided by GP** – From the Effective Date all recycling, waste disposal and other services previously performed or carried out by the Commission shall be performed or carried out by the GP.
- 5.2 **Revenue Collected by GP** – From the Effective Date and except as otherwise provided for in this Agreement all revenue and income from recycling, waste disposal and other services performed or carried out by the GP shall belong to the GP. Any income to be received by the Commission from the Retained Contracts shall be paid by the Commission to the GP upon receipt by the Commission.
- 5.3 **Expenses, Levies and Charges** – From the Effective Date all expenses, levies and charges shall be paid by the GP, except as otherwise provided for in this Agreement.

ARTICLE 6
EMPLOYEES OF THE COMMISSION SUBJECT TO
THE LOCAL AUTHORITIES PENSION PLAN (“LAPP”)
AND FUTURE EMPLOYEES SUBJECT TO “LAPP”

- 6.1 **Existing Commission Employees Subject to LAPP** – All employees employed by the Commission on the Effective Date shall continue to be employed by the Commission subject to the directions given to the Commission by the GP.
- 6.2 **Future LAPP Employees** – Any employees required by the GP after the Effective Date who are to be subject to the LAPP shall be employed by the Commission as directed by the GP. The Commission shall follow the directions and advice provided by the GP with respect to the employees described in paragraph 6.1 and this paragraph.

- 6.3 **Charges for LAPP Employees** – All LAPP employees described under paragraphs 6.1 and 6.2 shall be provided by the Commission to the GP to provide such services for the GP as may be requested by the GP. All costs and expenses incurred by the Commission relating to the LAPP Employees shall be paid by the GP to the Commission based upon accounts rendered by the Commission to the GP.
- 6.4 **Non-LAPP Employees** – All employees of the Commission on the Effective Date who are not members of the LAPP shall be transferred to the GP on the Effective Date and such transferred employees shall be employed by the GP on the same terms and conditions under which they are employed by the Commission on the Effective Date and the GP shall recognize the seniority of all such employees.
- 6.5 **Non-LAPP Employees Required by GP** – From the Effective Date, all non-LAPP employees required by the GP shall be hired by the GP on behalf of the LP on such terms and conditions as may be determined by the GP.
- 6.6 **GP Local Authorities Pension Plan Registration** – The GP and the Commission shall work together to cause the GP to be registered with the Local Authorities Pension Plan. Upon registration of the GP with the Local Authorities Pension Plan all employees of the Commission shall be transferred to the GP and the GP shall employ such employees on the same terms and conditions as the employees are employed by the Commission on the date of such transfer.

ARTICLE 7
OWNERSHIP, PRINCIPLES AND APPROVED
USES OF THE LANDS AND FACILITIES

- 7.1 **GP Costs and Expenses** – The Commission acknowledges and agrees that commencing on the Effective Date, the GP on behalf of the LP will be incurring certain costs and expenses in carrying out and performing the obligations and undertakings of the Commission with respect to the Lands, the operation and management of the Facilities, the Retained Contracts, the Assigned Contracts and as otherwise provided for in this Agreement.
- 7.2 **Commission Advance Payment of Costs to the GP** – The Commission shall advance to the GP on behalf of the GP an amount or amounts sufficient to enable the GP on behalf of the LP to carry out the obligations and undertakings of the GP described in this Agreement. The amount or amounts actually advanced shall be determined by the Commission and the GP prior to the Effective Date in consultation with each other.
- 7.3 **Final Accounting** – Within 365 days of the Effective Date a final accounting will be prepared jointly by the Commission and the GP and any amounts owing by either Party to the other shall be paid within thirty (30) days of the date of completion of such final accounting.

ARTICLE 8
OWNERSHIP, PRINCIPLES AND APPROVED
USES OF THE LANDS AND FACILITIES

- 8.1 **Approved Uses** – The Commission and the GP covenant and agree that the Facilities and the Assets have been and will be initially provided to the GP to be operated and managed by the GP to provide waste disposal and recycling services for the benefit of the members of the Commission, customers receiving such services from the Commission and such other customers as may be determined by the GP. Without restricting the generality of the foregoing, the Facilities shall be operated and managed by the GP for the following:
- a. waste disposal services;
 - b. recycling services;
 - c. contracting and the delivery of such services by the GP as may be determined by the GP;
 - d. disposal of hazardous materials if permitted by law; and
 - e. such other related uses as may be determined by the GP.
- 8.2 **Ownership Principles** – The Commission and the GP covenant and agree with each other that the Facilities have been designed and constructed and shall be operated and maintained by the GP based upon the following guiding principles:
- a. The Facilities have been designed and will be operated and maintained to meet the waste disposal and recycling needs of the residents of the Commission and customers of the Commission and in accordance with the terms of the Unanimous Shareholder’s Agreement and the Limited Partnership Agreement; and
 - b. The GP shall operate the Facilities at a profit and the user charges and tippage charges for the use of the Facilities shall be set by the Board at a level which will ensure an optimal financial return for the Facilities. The residents of the municipalities shall continue to receive subsidized services by the GP at such rates as may be set out in the Business Plan as amended from time to time.

ARTICLE 9
OBLIGATIONS, DUTIES AND POWERS OF THE GP

- 9.1 The GP on behalf of the LP shall have those obligations, duties and powers as are set out in the Limited Partnership Agreement, the Unanimous Shareholder’s Agreement and other ancillary documents and agreements.

ARTICLE 10
INDEMNITY

- 10.1 **GP Indemnity** – Until such time as the Commission is dissolved, the GP shall indemnify the Commission and save the Commission harmless against any loss or liability arising from and any damages, costs, charges and expenses (including legal fees on a solicitor-and-own-client basis) incurred in connection with:
- a. The GP defaulting or failing to perform any obligation or undertaking on the part of the GP under this Agreement;
 - b. A person being injured or killed or property being damaged directly or indirectly from the GP’s use or occupation of the Lands and Facilities; or
 - c. Any act, omission, negligence or wilful misconduct by the GP, its officers, agents, employees, customers or invitees or anyone permitted by the GP to be on the Lands and Facilities.
- 10.2 **Legal Actions** – If the Commission is made a party to an action commenced by or against the GP, the GP shall save and hold harmless the Commission from all costs, expenses and charges relating to such legal action. The GP shall assume the potential liability and relieve the Commission from any responsibility, including all reasonable costs incurred by the Commission for legal fees on a solicitor-and-own-client basis.
- 10.3 **Commission Indemnity** – The Commission shall indemnify the GP against any loss or liability arising from any damages, costs, charges and expenses (including legal fees on a solicitor-and-own-client basis) incurred in connection with:
- a. The Commission defaulting or failing to perform any obligations or undertakings of the Commission under this Agreement; or
 - b. Any act, omission, negligence or wilful misconduct by the Commission, its officers, agents, employees or invitees or anyone permitted by the Commission to be on the Lands and Facilities.

ARTICLE 11
EVENTS OF DEFAULT BY THE GP

- 11.1 **GP Default** – Any of the following events will constitute an event of default by the GP where the Commission has the right to immediately terminate this Agreement by notice to the GP:
- a. The GP’s interest in this Agreement, or the Lands or Facilities, is seized, taken in execution, or attached by a creditor of the GP, where the GP has not commenced proceedings within Thirty (30) Days of such action to vacate such seizure, execution or attachment, or the seizure or attachment is upheld by a court of competent jurisdiction;
 - b. Any part of the Lands or Facilities is seized, taken in execution or attached by a creditor of the GP, if the GP has not commenced proceedings within Thirty (30)

Days thereof to vacate such seizure, execution or attachment, or the seizure or attachment is upheld by a court of competent jurisdiction;

- c. The GP moves, commences, attempts or threatens to move any Improvements or fixtures off the Lands or Facilities without the prior written approval of the Commission (excluding anything associated with repairs and/or maintenance);
- d. The GP voluntarily winds up its affairs, disbands or is dissolved;
- e. The GP becomes insolvent or bankrupt;
- f. The GP files a proposal or a notice of an intention to file a proposal under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, Chapter B-3, as amended; or
- g. A liquidator or a receiver or a trustee in bankruptcy is appointed for the GP if the GP has not commenced proceedings within Thirty (30) Days of such appointment to vacate such appointment, or the receivership or bankruptcy appointments are upheld by a court of competent jurisdiction.

11.2 **Default Remedy** – Any of the following events will constitute an event of default by the GP where upon notice from the Commission, the GP shall have Thirty (30) Days to remedy the default. If the default is not remedied or sufficient action taken to remedy the default after a minimum of Thirty (30) Days or after a reasonable period of time, as determined by the Commission, the Commission shall have the right to immediately terminate this Agreement by notice to the GP where the GP fails to do any of the following acts:

- a. Pay any amount due under the provisions of this Agreement after a demand has been made;
- b. Perform or not observe any provision of this Agreement;
- c. Maintain good standing under the *Partnership Act* (Alberta); or
- d. Merge with any other corporation, without the written consent of the Commission.

ARTICLE 12 **WINDUP AND DISSOLUTION OF THE COMMISSION**

12.1 **Commission Windup Steps** – The Commission acknowledges and agrees that upon the completion by the Commission and the GP of the following matters the affairs of the Commission shall be wound up and the Commission shall be dissolved:

- a. The transfer of the Lands and all interests in the Lands held by the Commission to the GP;
- b. The transfer of the Closure Funds to Trustee Co.;

- c. The registration of the GP under the Local Authorities Pension Plan and the transfer by the Commission of all employees and consultants to the GP;
 - d. The transfer and assignment to the GP of the Retained Contracts or the expiration of the respective terms of the Retained Contracts;
 - e. The transfer, assignment or termination of all permits and approvals being held by the Commission for the benefit of the GP pursuant to paragraph 2.5 of this Agreement;
 - f. The approval of the Commission Directors of the final financial statements of the Commission prior to the final windup and dissolution of the Commission; and
 - g. The transfer to the GP of any remaining assets of the Commission on hand, including funds remaining in bank accounts of the Commission, as reflected on the final financial statements.
- 12.2 **GP Assistance** – The GP shall assist the Commission in the final windup of the affairs of the Commission and the dissolution of the Commission as a Regional Services Commission under the *Municipal Government Act* (Alberta).
- 12.3 **Disposal and Delivery of Commission Materials** – All book records, documents, agreements and other materials belonging to the Commission shall be delivered to the GP or dealt with in such manner as the Commission and the GP may determine.

ARTICLE 13 **NOTICES AND COMMUNICATIONS**

- 13.1 **Notices in Writing** – Notices and communications, including demands and certificates, made in connection with this Agreement shall be in writing.
- 13.2 **Address for Notices** – Notices shall be delivered to the following addresses:
- a. To the Commission:

Box 322
5120 - 50 Street
Ryley, AB T0B 4A0

Attention: Pierre Breau
Fax: (780) 663-2006
E-mail: pierre.breau@brwmsc.com
 - b. To the GP:

Box 322
5120 - 50 Street
Ryley, AB T0B 4A0

Attention: Pierre Breau
Fax: (780) 663-2006
E-mail: pierre.breau@brwmsc.com

- 13.3 **Deemed Service** – Notices sent by mail are deemed to be received on the tenth (10th) day after posting.
- 13.4 **Personal Service and Facsimile** – Notices delivered personally or sent by fax are deemed to be received on the next business day after the date they were delivered or faxed.
- 13.5 **Electronic Execution** – Delivery of an executed copy of this Agreement may be effected by way of facsimile transmission or other electronic means with the same effect, containing a true copy of the signature of the authorized signatory(ies) of the delivering Party. Said delivery shall have the same effect as if original copies had been delivered.
- 13.6 **Change of Address for Service** – Either Party may change its address for service by notice to the other Party.
- 13.7 **Electronic Notice** – All notices that either Party may give to the other connection with this Agreement may be given electronically or by registered or certified mail, return receipt requested, addressed to the Party to be served at the Party's address as set forth above; or by fax to the relevant fax number with confirmed receipt by the Party being notified; or by hand delivery to Party being notified. Either Party may change its contact information by notice given in the manner above.

ARTICLE 14 **GENERAL CONDITIONS**

- 14.1 **Laws of Alberta** – The laws of the Province of Alberta shall govern this Agreement.
- 14.2 **Waiver** – This Agreement, or a right created under it, may not be waived or varied except in writing signed by both the Commission and the GP.
- 14.3 **Time of the Essence** – Time shall be of the essence in this Agreement.
- 14.4 **Schedules** – The attached Schedules form part of this Agreement.
- 14.5 **Severability** – If a provision of this Agreement is found to be invalid or unenforceable, the rest of this Agreement remains in effect.

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

**BEAVER REGIONAL WASTE
MANAGEMENT SERVICES
COMMISSION**

Per: _____

Per: _____

**CLAYSTONE WASTE LTD.,
the General Partner for,
CLAYSTONE WASTE LIMITED
PARTNERSHIP**

Per: _____

Per: _____

**SCHEDULE “A”
Lands and Interests in Lands**

Legal Descriptions:

20. Restrictive Covenant and Right of First Refusal – Caveat No. 152 178 878
S ½ 15-50-17-W4th – Ewert Farms Ltd.

21. Lot 2, Plan 8220406
Containing 16.1 hectares (39.78 acres) more or less
SE 10-50-17-W4th

22. Pt of Lot 2, Plan 7921282
Containing 1.073 hectares (more or less)
NE 2-51-19-W4th

23. Lot 1, Plan 8220406
Containing 16.1 hectares (39.78 acres) more or less
SE 10-50-17-W4th

24. Lot 3, Plan 8220406
Containing 16.1 hectares (39.78 acres) more or less
SE 10-50-17-W4th

25. Lot 4, Plan 8220406
Containing 16.1 hectares (39.78 acres) more or less
SE 10-50-17-W4th

26. S4-51-17-W4th
Agreement dated August 1, 2013 as amended by an Amendment to Agreement dated
December 19, 2019 between Beaver Regional Waste Management Services Commission
and Brian Lyons and Loretta Convey-Lyons to provide portion of the S4-51-17-W4th to
apply biosolids and cultivate short-rotation coppice willow and forage grasses.

27. Lot 1, Plan 8620054
Containing 2.02 hectares (4.99 acres) more or less
NE 28-46-11-W4th

28. Lot 1, Plan 8020579
Containing 5.99 hectares (14.8 acres) more or less
NE 10-50-17-W4th

29. Lot 1, Plan 7920634

- Containing 3.99 hectares (9.86 acres) more or less
NE 31-48-14-W4th
30. Pt. NE 10-50-17-W4th
Containing 145.20 acres (more or less)
31. Lot 1, Plan 9423365
Containing 1.78 hectares (4.4 acres) more or less
NW 13-49-16-W4th
32. Pt. NW 10-50-17-W4th
Containing 136.7 acres more or less
33. NW 11-50-17-W4th
Containing 64.7 hectares (160 acres) more or less
34. NE 11-50-17-W4th
Containing 64.7 hectares (160 acres) more or less
35. SE 11-50-17-W4th
Containing 64.7 hectares (160 acres) more or less
36. SW 11-50-17-W4th
Containing 64.7 hectares (160 acres) more or less
37. Lot 1, Plan 8520514
Containing 1.64 hectares (4.05 acres) more or less
SE 2-51-20-W4th
38. Plan 9321085, Lot 1
NE 31-47-12-W4th
Containing 2.14 hectares (5.29 acres) more or less

SCHEDULE "B"
Retained Contracts

1. Agreement dated October 25, 2006 between Beaver Regional Waste Management Services Commission and the City of Edmonton as amended and extended.
2. Agreement dated January 18, 2007 between Beaver Regional Waste Management Services Commission and Parkland County as amended and extended.
3. Agreement dated May 21, 2002 between Beaver Regional Waste Management Services Commission and Vermilion River Regional Solid Waste Management Authority.

