



- (a) **"Establishing Bylaw"** means the Liquid Waste Management Core Area and Western Communities Service Establishment Bylaw No. 1, 1995;
- (b) **"Service Fee"** means the amount payable by the Municipality to the CRD to represent 100%, from 2020 on, of that amount of the annual operating costs of the Service and annual debt costs apportioned to the Municipality in accordance with the Establishing Bylaw and to be paid by the Municipality to the CRD under this Agreement.

## **2.00 FEES**

2.01 The Municipality agrees to pay to the CRD the Service Fee.

## **3.00 DELIVERY OF INVOICE**

3.01 The CRD shall deliver each year to the Municipality, beginning in 2020, an invoice for the amount of the Service Fee on or before the date established by the *Local Government Act* for the delivery of the municipal requisition to a municipal participant in a regional district service.

## **4.00 PAYMENT**

4.01 The Municipality shall pay the Service Fee to the CRD on or before the date established by the *Local Government Act* for payment by a municipality of a requisition.

## **5.00 TERMINATION**

5.01 If the Municipality defaults on a payment due to the CRD under this Agreement, then the CRD may, on ten (10) days' notice to the person responsible for corporate administration of the Municipality, terminate this Agreement, and the invoice delivered by the CRD under section 3.01 shall be deemed to have been a municipal requisition delivered pursuant to section 385 of the *Local Government Act*.

5.02 This agreement may be terminated in any year upon notification being provided to the CRD by December 31<sup>st</sup> of the immediately preceding calendar year.

## **6.00 GENERAL**

6.01 This Agreement constitutes the entire Agreement between the parties and there are no representations or warranties, express or implied, statutory or otherwise, and no Agreement collateral to this Agreement other than as expressly set forth or referred to in this Agreement.

6.02 This Agreement shall not be interpreted as creating an agency, partnership or joint ventureship between the CRD and the Municipality.

6.03 Time shall be of the essence of this Agreement.

6.04 The headings in this Agreement are inserted for convenience of reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals as of the day and year first above written.

**CAPITAL REGIONAL DISTRICT** )  
by its authorized signatory: )  
 )  
 )  
 )  
 )  
\_\_\_\_\_)  
Robert Lapham )  
Chief Administrative Officer )

**TOWN OF VIEW ROYAL** )  
by its authorized signatories: )  
 )  
 )  
\_\_\_\_\_)  
Mayor )  
 )  
\_\_\_\_\_)  
Chief Administrative Officer )