THE CORPORATION OF THE TOWNSHIP OF PRINCE BY-LAW NO. 2005-14

Being a by-law to authorize execution by the Reeve and Administrator of an agreement between the municipality and the Corporation of the City of Sault Ste. Marie with respect to Household Special Waste Facility

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE HEREBY ENACTS AS FOLLOWS:

- 1. THAT the Reeve and Administrator are and they are hereby authorized to execute and affix the Corporate Seal to an Agreement between the municipality and the Corporation of the City of Sault Ste. Marie, which Agreement is attached hereto as Schedule "A".
- 2. SCHEDULE "A"

Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 28th day of June 2005.

Reeve

Administrator

SCHEDULE "A" TO BY-LAW 2005-16

THIS AGREEMEN	r made this .	day of	,	200
RETWEEN				

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

hereinafter referred to as the "City"

- and -

hereinafter referred to as the "Municipality"

WHEREAS the City is the owner and operator of the Household Special Waste facility (hereinafter referred to as "HSW") located at 115 Industrial Park in the City of Sault Ste. Marie;

AND WHEREAS the HSW is duly licensed and approved by the Ministry of the Environment to accept household special waste;

AND WHEREAS the Municipality wishes to have access to the HSW;

NOW THEREFORE the parties hereto agree as follows:

FEE

- 1. The City shall permit the Municipality to access and use the HSW on an annual fee assessed at \$7.00 per permanent household in the Municipality.
- 2. The number of permanent households in the Municipality is set out in Schedule "A" attached hereto.
- 3. The Municipality agrees to pay the City the said fee on May 31st of each year of this contract.
- 4. The Municipality agrees to provide the City with accurate permanent household data on May 1st of each year of this contract in order to determine the said fee.

TERM

- 5. This contract shall be for a term of one year commencing May 1st, 2005 and terminating on May 1st, 2006.
- 6. The parties hereto may extend this contract for a further term of one year upon written notice sixty days prior to the termination of this contract.

USE OF HSW

- 7. The Municipality shall keep copies of current City policies relating to the use and operation of the HSW. The Municipality will make copies of the HSW use policies available to residents of the Municipality.
- 8. The Municipality acknowledges and agrees that no PCB's will be accepted at the HSW.

ANNUAL DATA

9. The City agrees to provide the Municipality with HSW data relating to the annual number of attendees at the HSW and the annual estimated quantity of material delivered to the HSW.

NO ASSIGNMENT

10. This contract may not be assigned without the prior written permission of the City.

NOTICE

11. Where notice is required under this contract it may be provided by regular mail to the respective address of the parties or by facsimile transmission to the respective facsimile number. Any notice delivered by regular mail shall be deemed to have been received on the third business day following the day on which it is mailed and if sent by facsimile transmission on the first business day following its transmission.

For the City:

The Corporation of the City of Sault Ste. Marie

Department of Public Works and Transportation

Attention: Mr. Randy Roy, Waste Diversion Supervisor

128 Sackville Road

Sault Ste. Marie ON P6B 4T6

Fax:

541-7010

For the Municipality:

[Address]

Fax:

[Fax Number]

IN WITNESS WHEREOF the parties hereto have affixed their Corporate Seals attested by the signatures of their duly authorized signing officers to be effective as of the date of this agreement.

THE CORPO Per:	RATION OF THE CITY OF SAULT STE.		
	Mayor - John Rowswell		
	Clerk - Donna Irving		
	We have the authority to bind the Corporation		
CORPORATION OF THE TOWNSHIP OF PRINCE Per:			
	Reeve - Lou Madonna		
	Administrator - Rachel Tyczinski		
	We have the authority to bind the Corporation		

MARIE

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