

CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2007-3

Being a by-law to authorize execution by the Reeve and Administrator of an agreement between the municipality and the City of Sault Ste. Marie with respect to waste management.

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

1. THAT the Reeve and Administrator be and they are hereby authorized to execute and affix the Corporate Seal to an agreement between the municipality and the City of Sault Ste. Marie with respect to boundary road maintenance 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 9th day of January, 2007.


Reeve


CAO/Administrator

THIS AGREEMENT made as of the 1st day of January, 2007
BETWEEN

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(the "City")

- and -

THE CORPORATION OF THE TOWNSHIP OF PRINCE
(the "Township")

WHEREAS pursuant to section 11 of the *Municipal Act*, 2001, S.O. 2001, c.25, waste management is within the sphere of jurisdiction of local municipalities;

AND WHEREAS pursuant to section 20 of the Act municipalities may enter into an agreement for their joint benefit on any matter that the municipalities have the power to provide within their own boundaries;

NOW THEREFORE the City and the Township, in consideration of the mutual terms and conditions herein contained, for other good and valuable consideration agree as follows:

1. TERM AND OPTION FOR RENEWAL

- (a) This Agreement shall come into force on the 1st day of January, 2007 and shall continue for a period of three years from that date, terminating on December 31, 2009.
- (b) This agreement may be renewed for a period of one (1) year upon mutual agreement by the parties.

2. RECEIPT OF REFUSE AT CITY LANDFILL SITE

The Township shall be allowed to bring refuse collected within the Township to the City landfill site located at 402 Fifth Line East (the "Landfill") for the term of this Agreement.

3. FEE

- (a) The Township shall pay to the City the tipping fee of \$65.00 per tonne as of January 1, 2007.

4. TERMINATION

The City may by written notice given to the Township at any time terminate this agreement in whole or in part in the event that the Township fails, refuses, neglects or is unable to perform or discharge its obligations under this Agreement, or if the City receives an order or directive from the Ontario Ministry of the Environment which prohibits the City from continuing to accept refused from the Township.

5. ASSIGNMENT

This Agreement may not be assigned in whole or in part by the Township.

6. DIRECTION OF CITY STAFF

While within the boundaries of the Landfill at 402 Fifth Line East, the employees, contractors and agent of the Township shall follow the direction of City staff. The Township, its employees, agents and contractors shall deposit the refuse where directed by City staff.

7. HOURS OF OPERATION

The Township shall transport refuse to the Landfill during normal landfill hours. As of the date of this agreement those hours are from 8:00 a.m. to 5:00 p.m. Monday to Friday and from April 1st to November 1st from 8:00 a.m. to 2:30 p.m. on Saturday.

8. COMPLIANCE WITH CITY REFUSE COLLECTION BY-LAW 2004-68

The Township is aware of and will make its agents and contractors aware of City of Sault Ste. Marie By-law 2004-68, which regulates refuse collection within the City and sets out definitions for non-collectible recyclables and non-collectible waste. The Township agrees to comply with and have its agents and contractors comply with the requirements of By-law 2004-68, as amended, so that non-collectible recyclables and non-collectible waste is not brought to the Landfill.

9. NOTICE

All correspondence or other notices related to the terms of the Agreement shall be delivered as set forth below:

For the City: Mr. Jim Elliott, Deputy Commissioner
Department of Public Works & Transportation
The Corporation of the City of Sault Ste. Marie
128 Sackville Road
Sault Ste. Marie, ON P6B 4T6