

By Law 2011-07

THIS AGREEMENT made as of the 4<sup>th</sup> day of April, 2011

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 1<sup>st</sup> day of January, 2011 and shall continue for a period of three (3) years from that date, terminating on December 31, 2014.
- (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 \$70.00 per tonne as of January 1, 2011.

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 1<sup>st</sup> to November 1<sup>st</sup> 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, Commissioner Department of Public Works & Transportation The Corporation of the City of Sault Ste. Marie 128 Sackville Road Sault Ste. Marie, ON P6B 4T6
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For the Township: Ms. Peggy Greco, CAO/Administrator

separately every two months so that the City can weight the tonnage that is being collected from the Township. This bi-monthly calculation shall form the basis of the invoice sent to the Township on a monthly basis. The parties further acknowledge that this information is required by the Waste Diversion Organization (WDO).

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 1st day of January, 2011.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
Per:

  
\_\_\_\_\_  
Mayor – Debbie Amaroso



\_\_\_\_\_  
Clerk – Malcolm White

THE CORPORATION OF THE TOWNSHIP OF PRINCE  
Per:

  
\_\_\_\_\_  
Reeve – Ken Lamming

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Reeve – Ken Lamming

  
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CAO/Administrator – Peggy Greco

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CAO/Administrator – Peggy Greco