

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

By-Law 87-21

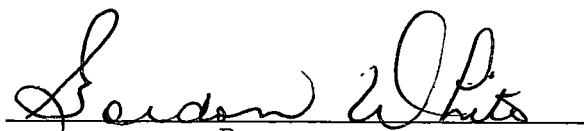
A By-law to authorise the Reeve and Clerk to sign, on behalf of the Corporation of the Township of Westmeath, a joint agreement with area municipalities for the preparation of a waste management master plan.


- WHEREAS
- 1) Section 210, Subsection 83 of the Municipal Act R.S.O. 1980, provides that a Municipal Council may establish and maintain Waste Management facilities;
 - 2) it is deemed expedient that area municipalities undertake, co-operatively, the preparation of a Waste Management Master Plan;

Now therefore the Municipal Council of the Corporation of the Township of Westmeath ENACTS as follows:

- 1 The Reeve and Clerk are hereby authorised to sign, on behalf of the Corporation of the Township of Westmeath, the agreement marked as Schedule "A", attached to, and forming part of, this by-law.
- 2 This By-Law shall come into force and take effect on the day of passing.

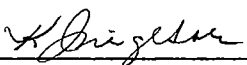
PASSED AND ENACTED this 7th day of October, 1987


Reeve



Clerk

I, K. J. NIGHBOR, of the City of Pembroke, in the County of Renfrew, Province of Ontario, Municipal Clerk-Administrator, hereby certify the attached to be a true and correct copy of By-law Number 87 - 48 passed at a meeting of the Municipal Council of the Corporation of the City of Pembroke held on the second day of June, 1987.

DATED at Pembroke, Ontario this eighteenth day of January, 1988.



Clerk-Administrator,
City of Pembroke



THE CORPORATION OF THE CITY OF PEMBROKE

BY-LAW NUMBER 87 - 48

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK-ADMINISTRATOR TO SIGN, ON BEHALF OF THE CORPORATION OF THE CITY OF PEMBROKE, A JOINT AGREEMENT WITH AREA MUNICIPALITIES FOR THE PREPARATION OF A WASTE MANAGEMENT MASTER PLAN.

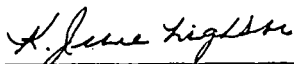
WHEREAS Section 210, Subsection 83 of The Municipal Act, R. S. O. 1980, provides that a municipal Council may establish and maintain waste management facilities;

AND WHEREAS it is deemed expedient that area municipalities undertake, co-operatively, the preparation of a Waste Management Master Plan;

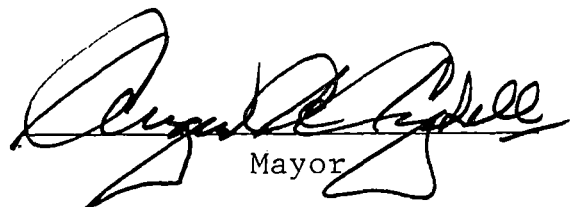
NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE CITY OF PEMBROKE ENACTS AS FOLLOWS:

1. That the Mayor and Clerk-Administrator be, and they are, hereby authorized to sign, on behalf of the Corporation of the City of Pembroke, the agreement attached hereto and marked as Schedule "A" to this By-law.
2. This By-law shall come into force and take effect on the date of the final passing thereof.

READ A FIRST AND SECOND TIME THIS 2nd DAY OF JUNE , 1987.

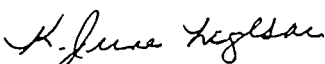


Clerk

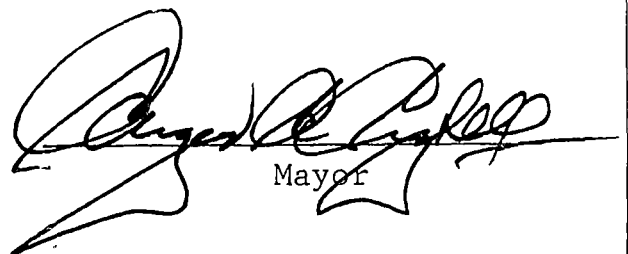


Mayor

READ A THIRD TIME AND PASSED THIS 2nd DAY OF JUNE , 1987.



Clerk



Mayor

This is Schedule "A" to By-law 87-48
of the Corporation of the City of Pembroke passed
the second day of June, 1987.

Clerk

Mayor

THIS AGREEMENT made this second day of J U N E , 1987.

BETWEEN: THE CORPORATION OF THE TOWNSHIP OF ALICE AND FRASER
AND: - THE CORPORATION OF THE VILLAGE OF BEACHBURG
AND: - THE CORPORATION OF THE CITY OF PEMBROKE
AND: - THE CORPORATION OF THE TOWNSHIP OF PEMBROKE
AND: - THE CORPORATION OF THE TOWNSHIP OF PETAWAWA
AND: - THE CORPORATION OF THE VILLAGE OF PETAWAWA
AND: - THE CORPORATION OF THE TOWNSHIP OF STAFFORD
AND: - THE CORPORATION OF THE TOWNSHIP OF WESTMEATH
AND: - THE CORPORATION OF THE TOWNSHIP OF WILBERFORCE
AND: - THE CORPORATION OF THE VILLAGE OF EGANVILLE
AND: - THE CORPORATION OF THE TOWNSHIP OF SEBASTOPOL

(Hereinafter collectively called the "Area
Municipalities)

WHEREAS each of the Area Municipalities has the
authority to establish and maintain waste management facilities;

AND WHEREAS it is expeditious that planning be carried
out co-operatively;

AND WHEREAS the Area Municipalities have agreed to the
"Goals and Mandate" for this Committee;

AND WHEREAS the Area Municipalities deem it expedient
and in the best interest of continuity in order to bring this
project to fruition to enter into this Agreement;

NOW THEREFORE WITNESSETH this Agreement, in
consideration of the mutual terms and conditions herein
contained, it is hereby agreed between the Parties hereto as
follows:

1. The membership of the Joint Waste Management Steering
Committee (hereinafter referred to as the "Committee")
serving the Area Municipalities shall be comprised as
follows:
 - (i) One Council Member from each of the Area
Municipalities; and,
 - (ii) Two Non-Council Members selected by the Public Liaison
Committee.

2. Members of the Area Municipalities shall be full-voting members and members of the Public Liaison Committee shall be full-voting members except on issues of a monetary nature, and where the issue under consideration is of a legal nature, the elected officials on the Committee shall determine, by vote, as to whether or not the Public Liaison Committee members shall have the right to vote on the issue or not.
3. Each of the Area Municipalities and the Public Liaison Committee shall appoint one alternate who shall have the same voting rights as the regular member in the absence of the said regular Committee members.
4. The members of the Committee shall hold office during the duration of the preparation of the Waste Management Master Plan.
5. Where a member of the Committee ceases to be a member before the expiration of his term, the Council of the respective municipality or the Public Liaison Committee shall appoint an eligible person for the portion of the unexpired term.
6. Two-thirds of the members of the Area Municipalities shall constitute a quorum.
7. The members of the Committee shall elect one of themselves as Chairman and another member as Vice-Chairman and the Chairman and Vice-Chairman shall be Council members and shall have full voting rights.
8. The Corporation of the City of Pembroke shall provide Secretary-Treasurer services for the Committee with the Council of the City of Pembroke being responsible for delegating the responsibilities to their municipal staff, as they deem expedient.
9. The Secretary-Treasurer services provided by the Corporation of the City of Pembroke shall include the transcribing, circulation and retaining of copies of all minutes of the Committee meetings, the administering and accountability of all joint funds, and the handling of correspondence as directed by the Committee.
10. The Committee shall establish a regular schedule of meetings and designate a regular meeting place.
11. The meetings of the Committee shall be open to the public except for those meetings or parts of meetings dealing with land acquisition, personnel, legal or negotiable matters.
12. The Committee shall not authorize the expenditure of funds that have not been approved by the Area Municipalities.
13. The responsibility and functions of the Committee and the Public Liaison Committee shall be as established in Schedules "A" and "B" respectively.
14. The responsibility of the Committee shall not extend to the management of the system of waste disposal that is eventually decided on by the Area Municipalities.

15. The Area Municipalities shall provide annual grants to the Co-ordinating Municipality to cover the costs of the required studies and environmental assessment. These costs of the Committee shall be shared on the basis determined in Schedule "C" attached hereto and forming part of this Agreement with said Schedule being reviewed and updated on January 1, 1988 and at the beginning of each year thereafter to reflect any cost allocation changes due to assessment increases/decreases or the reallocation of cost funding because of new participating municipalities opting in.
16. The annual general administrative operating costs of the Committee and Public Liaison Committee shall be equally shared by the Area Municipalities in an amount approved by the Committee and approved by the Area Municipalities during annual budget deliberations.
17. On matters pertaining to the Waste Management Master Plan the Corporation of the City of Pembroke shall be the "Co-ordinating Municipality" and as such shall be responsible for:
 - a) the execution of legal documents on behalf of the Area Municipalities;
 - b) invoice the Area Municipalities on a monthly basis, at least one-twelfth (1/12) of the estimated annual budget;
 - c) payment of accounts owing by the Area Municipalities for work done on the Master Plan;
 - d) the recording and accountability of all funds both received and expended;
 - e) providing the Province with supporting documentation as might be required from time to time; and,
 - f) providing the Committee with interim financial statements on a quarterly basis.
18. The Area Municipalities agree to do their utmost to implement the recommendations contained in the Waste Management Master Plan, including approvals, site acquisition, preparation, operation and acceptance of a facility within their municipality.
19. The Area Municipalities agree to amend this Agreement to provide for the addition of other municipalities as parties to this Agreement providing said other municipalities express their written request to be included in the Committee or providing the added municipalities are agreeable to the provisions of this Agreement and to absorbing any additional consulting costs which may occur as a result of their being included in the study, if those costs exceed the previously assessed costs of the original participating municipalities, based on the revised formula in Schedule "C".
20. This Agreement shall enure to the benefit of, and be binding upon the Area Municipalities, their successors, and assigns respectively and shall not be revoked, altered, or amended without the approval of the Councils of all the Area Municipalities.

IN WITNESS WHEREOF the Area Municipalities have hereunto affixed their respective seals as attested by the hands of their respective officers, duly authorized in that behalf.

THE CORPORATION OF THE TOWNSHIP OF ALICE AND FRASER

Cris Ashick
Reeve

Bruce Lloyd
Clerk

THE CORPORATION OF THE VILLAGE OF BEACHBURG

Det Jamieson
Reeve

Phyllis M. Leese
Clerk

THE CORPORATION OF THE CITY OF PEMBROKE

Angus B. Lyell
Mayor

H. June Lighter
Clerk

THE CORPORATION OF THE TOWNSHIP OF PEMBROKE

Jack Wilson
Reeve

[Signature]
Clerk

THE CORPORATION OF THE TOWNSHIP OF PETAWAWA

[Signature]
Reeve

Laurel M. Brown
Clerk

THE CORPORATION OF THE VILLAGE OF
PETAWAWA

M. Haber
Reeve

R. Mack
Clerk

THE CORPORATION OF THE TOWNSHIP OF
STAFFORD

Russell Leach
Reeve

[Signature]
Clerk

THE CORPORATION OF THE TOWNSHIP OF
WESTMEATH

Borden White
Reeve

Pat Bunn
Clerk

THE CORPORATION OF THE TOWNSHIP OF
WILBERFORCE

[Signature]
Reeve

[Signature]
Clerk

THE CORPORATION OF THE VILLAGE
OF EGANVILLE

[Signature]
Reeve

[Signature]
Clerk

THE CORPORATION OF THE TOWNSHIP
OF SEBASTOPOL

[Signature]
Reeve

Ulian Rosier
Clerk

SCHEDULE "A" TO AGREEMENT DATED
THE second DAY OF June , 1987.

MANDATE, GOALS AND OBJECTIVES OF THE
WASTE MANAGEMENT STEERING COMMITTEE

MANDATE

To investigate the existing and future waste disposal needs of the participating municipalities with a view to recommending a long-term waste management plan which will provide for the most economic and environmentally safe system for the handling, transportation, processing and disposal of solid waste generated within the area; and,

To review new and appropriate technologies dealing with methods of solid waste management.

OBJECTIVES/GOALS

1. To promote source separation, material and energy recovery as an integral part of the waste management strategy.
2. To establish site selection criteria to be used in the selection process of possible landfill sites.
3. To keep the Councils of the participating municipalities informed, on a regular basis, of the progress being made by the Committee.
4. To establish "Terms of Reference" to be used by the Consultant when preparing the "Waste Management Master Plan".
5. To maintain a close liaison with the Ministry of the Environment and other government departments/agencies in order to take full advantage of their financial assistance and technical expertise.
6. To take a positive approach towards reaching the "goal"; that being, the establishment of a long-term waste management plan which addresses the Committee's mandate and is acceptable to the Councils of the participating municipalities and the Province.
7. To sit as a Committee in regular session on a monthly basis or at the Call of the Chair.
8. To establish a revenue account to be used by the "Co-ordinating Municipality" in offsetting the administrative costs of the Committee.
9. To prepare an annual estimate of Steering Committee and Public Liaison Committee expenditures for the approval of the participating municipalities.

SCHEDULE "B" TO AGREEMENT DATED
THE second DAY OF June , 1987.

WASTE MANAGEMENT MASTER PLAN
PUBLIC LIAISON COMMITTEE

TERMS OF REFERENCE

1.0 PURPOSE

The Public Liaison Committee will prepare recommendations regarding all aspects of the preparation of the Waste Management Master Plan for the consideration of the Steering Committee.

2.0 OBJECTIVES

- i) To provide external input into the work program;
- ii) To provide comments on the work completed and suggestions on future work;
- iii) To advise and assist in the public participation program; and,
- iv) To provide effective representation from interest groups through the makeup of the membership.

3.0 MEMBERSHIP

3.1 GENERAL

Membership of the Public Liaison Committee shall attempt to maximize effective representation from the study area through community interest groups.

- 3.2 No member shall be permitted to miss more than three consecutive meetings without contacting either the Chairman or Vice-Chairman to express their regrets. Any individual who is unable to commit themselves to this structure shall inform their municipality so that a replacement is forthcoming.

Membership of the Public Liaison Committee can be extended through sub-committees at any time to include individuals who express a commitment to this process.

Membership of the Public Liaison Committee shall be limited to members of the public from the Study Area only and shall not include Council Members from the areas under consideration.

3.3 CHAIRMANSHIP

The Public Liaison Committee will elect a Chairman, Vice-Chairman and an Alternate from their membership and if a vacancy occurs, an election will be held. The term of the Chairman, Vice-Chairman and his Alternate shall be set at a minimum of one year. At the end of their term, the Chairman, Vice-Chairman and Alternate may elect to stand for office for another term. The Terms of Office may be extended at the discretion of the full Public Liaison Committee should they determine that it is in the best interest of the group. The Chairman and Vice-Chairman of the Public Liaison Committee shall sit as full members of the Steering Committee, except where prohibited in the Joint Agreement. In the absence of either the Chairman or the Vice-Chairman, the Alternate shall vote in their place.

4.0 MEETINGS

All general meetings of the Public Liaison Committee will be open to both the public and the media and normally held monthly or at the Call of the Chair.

5.0 SUB-COMMITTEES

Sub-Committees shall be set up by the Public Liaison Committee to deal with specific issues as the need arises.

6.0 The Steering Committee will provide typing service and distribution of minutes of the Public Liaison Committee meetings.

The Public Liaison Committee, through its individual members and sub-committees, is expected to prepare and write their own reports.

Minutes of the Public Liaison Committee will be distributed to the Steering Committee members.

SCHEDULE "C" TO AGREEMENT DATED
THE SECOND DAY OF JUNE , 1987.

STUDY COST \$ 201,948
MINISTRY FUNDING (50%) \$ 100,974

1986 EQUALIZED ASSESSMENT
Including Supplement (Section 33)
TO YEAR END , 1985
(As Supplied by DOUG HILLMAN , Assessment Department)
ASSESSMENT COMMISSIONER

MUNICIPALITY	(1)		(2)		RESIDENTIAL & COMMERCIAL UNITS		PERCENT SHARE	AVERAGE OF THREE METHODS ROUNDED OF THE NEAREST PERCENT		MUNICIPALITY SHARE
	EQUALIZED ASSESSMENT	PERCENT SHARE	1985 POPULATION	PERCENT SHARE	Res.	Comm.				
ALICE & FRASER	75,532,680	9.017	3,539	8.624	1,212	80	7.274		8%	8,077.92
BEACHBURG	10,845,304	1.295	684	1.667	298	28	1.835		2	2,019.48
PEMBROKE, CITY	340,018,317	40.592	13,966	34.030	5,584	849	36.218		37	37,360.38
PEMBROKE, Twp.	42,492,950	5.073	1,418	3.456	588	78	3.750		4	4,038.96
PETAWAWA, Twp.	90,812,405	10.841	3,711 * 7,790	18.982	1,479	111	15.139		15	15,146.10
PETAWAWA, Vill.	71,223,474	8.503	3,555 * 5,288	12.885	2,578** 1,320	132	11.547		11	11,107.14
STAFFORD	61,342,814	7.323	2,940	7.164	1,010	78	6.125		7	7,068.18
WESTMEATH	64,385,539	7.686	2,105	5.123	1,167	31	6.745		7	7,068.18
WILBERFORCE	39,489,280	4.714	1,545	3.764	828	47	4.926		4	4,038.96
EGANVILLE, Vill.	21,055,544	2.514	1,240	3.021	495	84	3.260		3	3,029.22
SEBASTOPOL, Twp.	20,452,494	2.442	527	1.284	547	18	3.181		2	2,019.48
TOTALS	837,650,801	100%	41,042	100%	17,762		100%		100%	100,974.00

*INCLUDES C.F.B. PETAWAWA POPULATION

**INCLUDES C.F.B. TOTALS