

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

BY-LAW 91-20

A By-Law to enter into an Intermunicipal Agreement regarding  
Recycling of Garbage

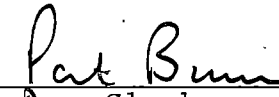
- WHEREAS: 1. Section 208(5) of the Municipal Act R.S.O. 1980 authorize a Municipality to enter into an agreement with one or more municipalities to provide for the joint management and operation of garbage collection and disposal systems or other municipal systems or services.
2. It is deemed expedient that area Municipalities undertake Co-operatively the formation of a Board of management for Recycling.

NOW THEREFORE the Municipal Council of the Corporation of the Township of Westmeath ENACTS as follows:-

- 1 The Reeve and Clerk are hereby authorized 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 7<sup>th</sup> day of August, 1991.

  
Reeve

  
Dep. Clerk

THIS AGREEMENT made this                      day of August, 1991

B E T W E E N :

THE CORPORATION OF THE CITY OF PEMBROKE  
(hereinafter called "Pembroke")

PARTY OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF DEEP RIVER  
(hereinafter called "Deep River")

PARTY OF THE SECOND PART

- and -

THE CORPORATION OF THE VILLAGE OF BEACHBURG  
(hereinafter called "Beachburg")

PARTY OF THE THIRD PART

- and -

THE CORPORATION OF THE VILLAGE OF EGANVILLE  
(hereinafter called "Eganville")

PARTY OF THE FOURTH PART

- and -

THE CORPORATION OF THE VILLAGE OF PETAWAWA  
(hereinafter called "Petawawa")

PARTY OF THE FIFTH PART

- and -

THE CORPORATION OF THE TOWNSHIP OF ALICE AND FRASER  
(hereinafter called "Alice and Fraser")

PARTY OF THE SIXTH PART

- and -

THE CORPORATION OF THE TOWNSHIP OF PEMBROKE  
(hereinafter called the "Township of Pembroke")

PARTY OF THE SEVENTH PART

- and -

Temp not signed  
entered into  
contract with  
Beauman

THE CORPORATION OF THE TOWNSHIP OF PETAWAWA  
(hereinafter called the "Township of Petawawa")

PARTY OF THE EIGHTH PART

- and -

THE CORPORATION OF THE TOWNSHIP OF ROLPH, BUCHANAN,  
WYLIE AND MCKAY  
(hereinafter called "Rolph, Buchanan, Wylie and  
McKay")

PARTY OF THE NINTH PART

- and -

THE CORPORATION OF THE TOWNSHIP OF SEBASTOPOL  
(hereinafter called "Sebastopol")

PARTY OF THE TENTH PART

- and -

THE CORPORATION OF THE TOWNSHIP OF STAFFORD  
(hereinafter called "Stafford")

PARTY OF THE ELEVENTH PART

- and -

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH  
(hereinafter called "Westmeath")

PARTY OF THE TWELFTH PART

WHEREAS each of the parties hereto wishes to participate in a joint municipal recycling program (hereinafter referred to as the "Recycling Program");

AND WHEREAS the operation and management of the Recycling Program shall be overseen by a Board of Management known as the Pembroke & Area Recycling Board (hereinafter referred to as "the Board") which Board shall be constituted in accordance with the provisions of this Agreement and pursuant to the provisions of the Municipal Act, R.S.O. 1980, c. 302, section 208, paragraph 5, which provides for agreements between municipalities for the joint management and operation of garbage collection and disposal systems or other municipal systems or services and for the establishment of joint boards of management thereof;

NOW THEREFORE in consideration of the premises and the mutual covenants herein contained, made jointly and severally by each and every party hereto to each and every of the other parties hereto and other good and valuable

consideration (the receipt and sufficiency of which is acknowledged by each of the parties hereto) the parties hereto agree as follows:

1. ESTABLISHMENT OF JOINT BOARD OF MANAGEMENT

- (a) The parties hereto hereby agree to form a joint Board of Management to be known as the *Pembroke & Area Recycling Board* (hereinafter referred to as "the Board") which Board shall be responsible for constructing, operating, managing and promoting the Recycling Program and all related buildings, equipment, machinery and facilities.
- (b) The Board shall be composed and consist of one elected or non-elected member from each of the parties to this Agreement. Each party to this Agreement shall appoint a representative to sit as that party's member on the Board. Each party to this Agreement that is a party to the agreement which created the *Pembroke & Area Waste Management Board* may appoint the same representative to sit as that party's member on the *Pembroke & Area Recycling Board* as sits on the *Pembroke & Area Waste Management Board* in order to ensure direct communications between the two Boards.
- (c) Each member of the Board shall be appointed for a term to coincide with the term of the elected Councils of the parties hereto. Any member of the Board may be removed or replaced at any time by the respective party (or parties) on whose behalf the member was appointed.
- (d) Each member of the Board shall have one vote.
- (e) The Board shall appoint from its members, a Chairperson and a Vice-Chairperson.
- (f) The Chairperson shall chair all meetings of the Board and may arrange extra meetings as hereinafter provided.
- (g) The Vice-Chairperson shall assume all of the Chairperson's duties and obligations in the absence of the Chairperson.
- (h) A majority (i.e. 51%) of the Board members shall constitute a quorum of the Board and all matters (except as provided herein to the contrary) shall be decided by a majority vote of not less than 75% of those members attending such meeting.
- (i) The Chairperson and Vice-Chairperson shall be the signing officers for the Board.
- (j) The Board shall meet at the call of the Chairperson, at such times and places as the Chairperson shall determine.

2. POWERS AND RESPONSIBILITIES OF BOARD

The Board, on behalf of all of the parties to this Agreement, shall generally manage and operate the Recycling Program and without limiting the generality of the foregoing, shall have the following powers and responsibilities:

- (a) To promote and encourage recycling within the municipalities that are parties to this Agreement;
- (b) Subject to the Trustee provisions of this Agreement, to lease and/or purchase land, buildings, equipment, machinery, materials, etc., as may be necessary or advisable for the proper operation of the Recycling Program;
- (c) To employ a Recycling Co-ordinator and/or such other persons, as required from time to time, to assist in the administration of the Board. The Board shall specify the duties of the Co-ordinator and such other persons as may be required from time to time;
- (d) To maintain reasonable records and statistics concerning all aspects of the Recycling Program so as to permit each of the parties hereto to assess the Recycling Program;
- (e) To keep minutes of its meetings, which minutes shall be circulated in a timely fashion to the Clerk of each of the parties hereto, for distribution to members of the Councils of each of the parties hereto;
- (f) To enter into contracts or agreements necessary or advisable for the implementation and carrying out of the Recycling Program or any part thereof, including without limitation, contracts for the collection, disposal, processing, sorting and/or sale of materials with other municipalities, public bodies, private companies and/or individuals.
- (g) To provide annually, prior to April 30th, a detailed accounting of the Recycling Program's finances during the immediately preceding calendar year to each of the parties hereto and all such information shall be audited, including a separate audited statement, in accordance with the requirements of the Municipal Act.
- (h) To obtain the approval of at least 75% of the parties hereto for any capital costs not contained in an approved budget prior to incurring such costs.
- (i) To collect from each of the parties hereto each party's proportionate share of the capital and operating expenses as provided for in this Agreement.
- (j) To pay such monies as are properly due and owing out of monies received by the Board for the Recycling Program.
- (k) To arrange for such insurance, legal and accounting services as may be necessary or advisable for the proper management and operation of the Recycling Program.
- (l) To designate and/or encourage (or discourage, as the case may be) the types of materials to be collected for recycling purposes.
- (m) To make all appropriate applications and reports on behalf of the parties hereto and to receive and account for all grants, subsidies and other

monies received.

- (n) To borrow monies only as required for approved budget items for the Recycling Program.
- (o) To establish, as and if required, a bank account(s) for the Recycling Program in the name of the Trustee on behalf of the Board at any chartered bank.
- (p) To prepare an annual budget setting out, inter alia, the estimated operating and capital costs, applicable grants, subsidies, and other revenues and establishing the proportionate contribution for each of the parties hereto determined in accordance with the provisions of this Agreement. The budget prepared and approved by the Board shall be submitted to the Clerk of each of the parties hereto on or before the 31st day of January in each and every year. The Councils of each of the parties hereto shall have until the 31st day of March next following to ratify and approve the budget. The parties hereto agree that the said budget shall be binding on all parties hereto provided that the Councils of at least 75% of the parties hereto ratify and approve the said budget.
- (q) The Board shall be empowered to appoint Committees as required.

3. PARTICIPATION IN THE RECYCLING PROGRAM

- (a) Each of the parties hereto hereby agrees to contribute to both the capital and the operating expenses of the Recycling Program (including all deficits) on the proportionate basis set out in Schedule "A" to this Agreement, which Schedule is based on the relative number of households in each municipality which is a party to this Agreement. Notwithstanding the foregoing sentence, the capital and operating expenses associated with the collection (only) of recyclable materials (including all deficits) shall be paid for by each of the parties hereto on a "user pay" basis as determined by the Board from time to time. Notwithstanding the first sentence of this subparagraph, the Board, on behalf of each party to this Agreement, shall arrange to acquire the necessary blue box containers and depots for each municipality that is a party to this Agreement. In consideration of the foregoing, each party to this Agreement shall reimburse the Board for the net cost (i.e. actual cost less grant or subsidies) of the blue box containers and depots that are obtained for the particular municipality.
- (b) Each party hereto acknowledges that it may be required from time to time to provide its share of the gross capital and operating costs in order to properly fund the Recycling Program prior to the receipt of any subsidies, grants or other revenues.
- (c) Each party hereto acknowledges that in addition to providing the Board with its share of the capital and operating costs, any borrowing costs incurred from time to time in the implementation and management of the Recycling Program by the Board shall be borne by each party hereto to the extent of its respective share as determined in accordance with the provisions of

this Agreement.

- (d) Each party hereto shall participate in the Recycling Program in accordance with the provisions of this Agreement and shall not withdraw from the Board and/or the Recycling Program at least until the 31st day of December, 1994. Any party to this Agreement, may withdraw from the Board and its participation in the Recycling Program and its obligations thereunder at any time after the 31st day of December, 1994, provided that such party delivers a notice in writing at least twelve months before the proposed withdrawal date to every Clerk of each and every other party to this Agreement, declaring it's intention to withdraw. Any withdrawal hereunder shall only be effective on and as of the last day of any calendar year. Each party hereto acknowledges that in the event that it withdraws from the Board and/or the Recycling Program, there shall be no refund of any of the capital, operating or other costs paid by such party to the Board or for the Recycling Program.

4. OPERATING DEFICIT AND CAPITAL EXPENDITURES

- (a) The annual operating levy for the Recycling Program (which is defined as the amount of monies needed to obtain the financial break-even point after all revenues, provincial subsidies and monies from other sources have been applied to the operating expenses) and capital expenditures shall be apportioned between and paid by the parties hereto in accordance with the provisions of this Agreement.
- (b) Each party to this Agreement hereby covenants and agrees to pay to the Board its respective proportionate share of the estimated capital and operating costs (as determined in accordance with the provisions of this Agreement) on a monthly basis.
- (c) Each of the parties hereto agrees to pay to the Board all monies owing by such party within 30 days of the date of invoice or demand for payment. Interest at the rate of 2% per month shall be payable to the Board on all sums of money payable to the Board by any party hereto, which sums are not paid within 30 days of the date of the invoice or demand for payment, calculated from the date of such invoice or demand for payment.
- (d) In the event that revenues, provincial subsidies and monies from other sources exceed operating expenses, then in such case all such monies shall be retained by the Board for use in the Recycling Program to defray the expenses for the following year.
- (e) Members of the Board who attend at meetings, conferences, seminars and/or similar functions when such attendances have been authorized by the Board shall be entitled to remuneration from the Board in the form of meeting fees (i.e. per diem rates) and mileage consistent with the then current rates paid by the County of Renfrew.

5. CREATION OF TRUSTEE

The parties hereto acknowledge and agree that title to any land, buildings,

equipment, machinery or other chattels or any interest therein acquired by the Board for the Recycling Program shall be taken in the name of "The Corporation of the City of Pembroke, Trustee" and Pembroke hereby agrees to acquire and hold title to such lands, buildings, equipment, machinery or other chattels or any interest therein on behalf of and in trust for all of the parties hereto in accordance with the terms of this Agreement. Any lands, buildings, equipment, machinery or other chattels or any interest therein acquired as aforesaid shall not be sold, transferred, disposed of, mortgaged, pledged or otherwise dealt with without the consent of at least 75% of the parties hereto.

6. ADMISSION OF NEW MUNICIPALITIES TO RECYCLING PROGRAM AND/OR BOARD OF MANAGEMENT AGREEMENT

- (a) The Board shall actively seek new municipalities to join the Board and/or the Recycling Program until such time as the Board, in its sole discretion, determines that further participants in the Recycling Program are no longer desirable.
- (b) The Board shall have the authority to negotiate with other municipalities and to recommend to the parties to this Agreement the terms and conditions under which admission of other municipalities to the Board and/or the Recycling Program would be granted. Notwithstanding anything herein to the contrary, the admission of new parties to the Board and/or the Recycling Program shall be subject to the written approval of not less than 75% of the parties to this Agreement as constituted from time to time.
- (c) Once admitted to the Board, every new municipality shall sign an agreement wherein they agree to be bound by the terms, conditions and obligations of this Agreement as if they were an original party to this Agreement.

7. GENERAL

- (a) Notwithstanding anything in this Agreement to the contrary, each party to this Agreement shall continue to be solely responsible for the collection and disposal of all wastes and other materials that are not collected as part of the Recycling Program.
- (b) Schedule "A" to this Agreement is an up-to-date census household count for each party to this Agreement and the information illustrated on Schedule "A" has been taken from information published by the Ministry of Municipal Affairs for the Province of Ontario for the calendar year 1990. The parties hereto agree that Schedule "A" to this Agreement shall be replaced and updated annually without the need for an amendment to this Agreement and without the approval of the parties. In the event that any party or parties to this Agreement experiences a seasonal fluctuation in population, the Board shall make an adjustment to the assessment of such party's financial contribution to the Recycling Program.
- (c) Any notice under this Agreement shall be sufficiently given by personal delivery or by registered letter, postage prepaid, and mailed in a Canadian post office addressed to the Clerk of each of the parties hereto at their respective municipal addresses or to any other address that may be



designated in writing by any party hereto and the date of receipt of any notice by mailing shall be deemed conclusively to be four days after the mailing.

- (d) (i) Where a disagreement, conflict or dispute arises between two or more parties to this Agreement with respect to the budget, the respective proportionate share of any of the parties hereto or the interpretation, construction, meaning or effect of any provision of this Agreement which the parties are unable to resolve, such disagreement, conflict or dispute shall be submitted to the Ontario Municipal Board which shall act as sole arbitrator pursuant to the provisions of the Municipal Act, R.S.O. 1980, C. 302, S. 208, paragraph 9.
- (ii) Each of the parties hereto shall be a party to each such arbitration brought before the Ontario Municipal Board pursuant to the provisions of this paragraph.
- (iii) Each decision of the Ontario Municipal Board with respect to matters placed before it for resolution pursuant to this paragraph shall be final and binding upon all of the parties hereto.
- (e) The parties hereto hereby agree, jointly and severally, to indemnify and save harmless the Board, and its members as constituted from time to time from and against all actions, causes of action, losses, damages, suits, judgements, awards, orders, claims and demands whatsoever and from all costs to which the Board and/or its members may be put in defending or settling any such action, causes of action, suits, claims or demands, which may arise either directly or indirectly by reason of or as a consequence of or in any way related to the Board and/or any of its members acting properly in a manner authorized by this Agreement with respect to the Recycling Program.
- (f) Any of the terms of this Agreement hereto may be amended with the consent in writing of a minimum of 75% of the parties hereto and any and all amendments shall be binding on all of the parties to this Agreement.
- (g) The headings in this Agreement are for the use of reference only and shall not be read or construed so as to abridge or modify the meaning of any provision in the main text of this Agreement.
- (h) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (i) This Agreement shall be subject to the approval of the Ontario Municipal Board pursuant to Section 64 of the Ontario Municipal Board Act, R.S.O. 1980, c. 347.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals as attested to by their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED THE CORPORATION OF THE CITY OF PEMBROKE  
in the presence of:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

THE CORPORATION OF THE TOWN OF DEEP RIVER

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

THE CORPORATION OF THE VILLAGE OF BEACHBURG

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Clerk

THE CORPORATION OF THE VILLAGE OF EGANVILLE

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Clerk

THE CORPORATION OF THE VILLAGE OF PETAWAWA

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Clerk

THE CORPORATION OF THE TOWNSHIP OF ALICE AND FRASER

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Clerk

THE CORPORATION OF THE TOWNSHIP OF PEMBROKE

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Reeve

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Clerk

THE CORPORATION OF THE TOWNSHIP OF PETAWAWA

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Reeve

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Clerk

THE CORPORATION OF THE TOWNSHIP OF ROLPH, BUCHANAN,  
WYLIE AND MCKAY

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Reeve

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Clerk

THE CORPORATION OF THE TOWNSHIP OF SEBASTOPOL

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Reeve

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Clerk

THE CORPORATION OF THE TOWNSHIP OF STAFFORD

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Reeve

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Clerk

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

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Reeve

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Clerk

SCHEDULE 'A'

Municipality	Estimated Households	Permanent Households	Seasonal Households	Total
Township of Alice and Fraser (a)	1,342	1,249	93 (31) *	1,280
Township of Pembroke	664	598	66 (22)	620
Township of Petawawa	2,710	2,550	160 (53.33)	2,603.33
Township of Rolph, Buchanan, Wylie & McKay	882	693	189 (63)	756
Township of Sebastopol (b)	557	214	343 (114.33)	328.33
Township of Stafford	1,032	1,032	0	1,032
Township of Westmeath	1,230	806	424 (141.33)	947.33
Village of Beachburg	315	315	0	315
Village of Eganville	578	578	0	578
Village of Petawawa	2,166	2,166	0	2,166
Town of Deep River	1,784	1,765	19 (6.33)	1,771.33
City of Pembroke	5,994	5,993	1 (0.33)	5,993.33
TOTALS	19,236	17,959	1,295 (431.65)	18,390.65

a) In the Township of Alice and Fraser, approximately 1,000 households would be serviced with curbside collection, while the remainder of the municipality would be serviced by a depot.

b) The Township of Sebastopol would be serviced 100% by a depot.

The number in parentheses translates the seasonal total to a permanent total, based on the ratio: three seasonal households equal one permanent household.