

CORPORATION OF THE VILLAGE OF COBDEN

BY-LAW # 1992-13

Being a by-law to authorize an agreement for the establishment and operation of the Renfrew South Recyclers Association.

WHEREAS paragraph 5 of Section 208 of the Municipal Act, R.S.O. 1980, Chapter 302 as amended provides authority for the joint management and operation of garbage collection and disposal systems and for the entering into agreement with one or more municipalities and for the establishment of joint boards of management therefore, and

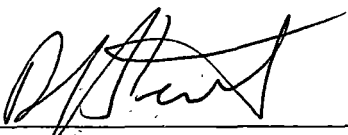
WHEREAS the Councils of several municipalities are desirous of jointly establishing and operating a solid waste recycling program.

WHEREAS the program shall now be known as the Renfrew South Recyclers Association.

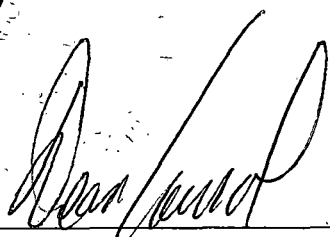
NOW THEREFORE the Council of the Corporation of the Village of Cobden enacts as follows:

1. THAT the establishment and operation of the Renfrew South Recyclers Association be and is hereby approved.
2. THAT the Head of Council and the Clerk by and are hereby authorized on behalf of the Corporation of the Village of Cobden to enter into an agreement for the joint management and operation of the Renfrew South Recyclers Association as set out in Schedule "A" attached hereto, and forming part of this by-law.
3. THAT this by-law shall come into force and shall effective on the third and final reading thereof.

READ a first, second and finally passed upon the third reading this 14 day of July 1992.



REEVE



CLERK-TREASURER

SCHEDULE "A"

TO BY-LAW #

THIS AGREEMENT, made this day of

BETWEEN:

THE CORPORATION OF THE TOWN OF ARNRPIOR

hereinafter called the

PARTY OF THE FIRST PART

THE CORPORATION OF THE TOWN OF RENFREW

hereinafter called the

PARTY OF THE SECOND PART

THE CORPORATION OF THE VILLAGE OF BARRY'S BAY

hereinafter called the

PARTY OF THE THIRD PART

THE CORPORATION OF THE VILLAGE OF BRAESIDE

hereinafter called the

PARTY OF THE FOURTH PART

THE CORPORATION OF THE VILLAGE OF COBDEN

hereinafter called the

PARTY OF THE FIFTH PART

THE CORPORATION OF THE VILLAGE OF KILLALOE

hereinafter called the

PARTY OF THE SIXTH PART

THE CORPORATION OF THE TOWNSHIP OF ADMASTON

hereinafter called the

PARTY OF THE SEVENTH PART

THE CORPORATION OF THE TOWNSHIP OF BAGOT AND
BLYTHFIELD

hereinafter called the

PARTY OF THE EIGHTH PART

THE CORPORATION OF THE TOWNSHIP OF BROMLEY

hereinafter called the

PARTY OF THE NINTH PART

THE CORPORATION OF THE TOWNSHIP OF BROUGHOM

hereinafter called the

PARTY OF THE TENTH PART

THE CORPORATION OF THE TOWNSHIP OF GRATAN

hereinafter called the

PARTY OF THE ELEVENTH PART

THE CORPORATION OF THE TOWNSHIP OF GRIFFITH AND
MATAWATCHAN

hereinafter called the

PARTY OF THE TWELFTH PART

THE CORPORATION OF THE TOWNSHIP OF HAGERTY AND RICHARDS

hereinafter called the

PARTY OF THE THIRTEENTH PART

THE CORPORATION OF THE TOWNSHIP OF HORTON

hereinafter called the

PARTY OF THE FOURTEENTH PART

THE CORPORATION OF THE TOWNSHIP OF LYDOCH AND
BRUDENELL

hereinafter called the

PARTY OF THE FIFTEENTH PART

THE CORPORATION OF THE TOWNSHIP OF MCNAB

hereinafter called the

PARTY OF THE SIXTEENTH PART

THE CORPORATION OF THE TOWNSHIP OF NORTH ALGONA

hereinafter called the

PARTY OF THE SEVENTEENTH PART

THE CORPORATION OF THE TOWNSHIP OF RADCLIFFE

hereinafter called the

PARTY OF THE EIGHTEENTH PART

THE CORPORATION OF THE TOWNSHIP OF RAGLAN

hereinafter called the

PARTY OF THE NINETEENTH PART

THE CORPORATION OF THE TOWNSHIP OF ROSS

hereinafter called the

PARTY OF THE TWENTIETH PART

THE CORPORATION OF THE TOWNSHIP OF SHERWOOD, JONES
AND BURNS

hereinafter called the

PARTY OF THE TWENTY-FIRST PART

THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONA

hereinafter called the

PARTY OF THE TWENTY-SECOND PART

THE CORPORATION OF THE TOWNSHIP OF WILBERFORCE

hereinafter called the

PARTY OF THE TWENTY-THIRD PART

W H E R E A S the parties hereto are desirous of establishing and operating a solid waste Recycling Program under paragraph 5, of Section 208 of the Municipal Act, R.S.O. 1980, Chapter 302 as amended and Regulations made thereunder.

W H E R E A S the program shall now be known as the Renfrew South Recyclers Association

hereinafter called the

ASSOCIATION

N O W T H E R E F O R E W I T N E S S E T H that in consideration of the mutual covenants and considerations hereinafter contained and subject to the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. THAT a Committee of Management hereinafter called the "Committee" is hereby established to manage and operate a solid waste Recycling Association to serve the municipalities party of this agreement.

THAT the Committee shall be composed of five (5) members whom shall be appointed annually by all municipal parties.
2. THAT the Committee shall annually elect a Chairperson from among its members.
3. THAT the Committee shall appoint a Treasurer whom shall be the Treasurer of the Corporation of the Town of Renfrew or a an employee who is directly responsible to the Treasurer. The auditor for the Town of Renfrew shall audit the accounts of the Committee and shall submit annually copies of the Financial Report as at 31 December of each year to the Committee.
4. THAT the authority, duties and responsibilities of the Committee shall be as follows:
 - a) To hold regular quarterly meetings or more often at the call of the Chairperson or at the written request of one third of the members of the Association.
 - b) To determine the duties and responsibilities of a Recycling Co-ordinator and to provide for his/her supervision, promotion, discharge, discipline and for the discharge of such employee.

- c) To hire a Recycling Co-ordinator as may be required for the operation of all Recycling functions at such rates as are in accordance with the estimates as approved by the participating municipalities.
 - d) To receive, by 31st December of each year, an estimate of operating revenues and expenditures for each participating municipality and consolidate the same. The consolidated budget must then be adopted by the Committee and submitted to the Treasurer by 1st February each year in order to make application for funding.
 - e) To ensure that proper and adequate controls are in effect for the receipt of and accounting for all revenues and expenditures.
 - f) To receive and review quarterly financial statements compared to the approved budget required under item (d) above.
 - g) To establish a bank account to hold all Association funds.
 - h) To ensure that all participating municipalities receive copies of the minutes of all Committee meetings and of all quarterly financial statements. That each municipality be apprised of items affecting the operations of the Association, by way of a newsletter.
 - i) To submit a copy of the Association's annual audited financial statement to each participating municipality immediately following review of the statement by the Committee.
 - j) To submit an annual report to the Council's of the participating municipalities on activities of the Association for the previous year. Such report to accompany the Association's submission of the annual report.
 - k) Any other duties, responsibilities and/or authority as requested by a majority of the participating municipalities.
5. THAT the Committee shall be responsible for all applications of available funding for capital, operating and other applicable costs related to the functions of the Association.
- THAT all applications for funding be prepared by the co-ordinator and approved by the Treasurer and Chairperson of the Committee. All applications must be supported by motions and supporting documentation from each participating municipality.
6. The annual operating deficits or surpluses resulting from the operation of the Association shall be shared by the parties to the Agreement based on population as listed in the latest edition of the Municipal Directory published by the Ministry of Municipal Affairs.
7. Each participating municipality shall pay to the Treasurer of the Committee the sum of which will be determined from time to time as funding for various programs is received. All payments will be requested by invoice.

8. Each party to the Agreement shall be charged or credited with its agreed upon share of any deficit, surplus or grant funding as determined by the Treasurer and audited statements. Each party to the Agreement will submit one hundred percent (100%) costing prior to approval of any funding application. Once approval has been received, each municipality will receive a payment to off set any allocated funding.
9. Each party to the Agreement will submit quarterly statements of operation as outlined in Appendix "A" to this agreement.
10. All decisions affecting operations of the Association shall be carried by a majority vote of those Committee members in attendance at any duly constituted meeting. A majority of the members of the Committee shall constitute a quorum.
11. Committee members shall commence their annual terms of office on 1st January of each year. A person shall not be appointed or reappointed to the Committee for more than three (3) years.
12. Appointments of Councillors to the Committee and replacement appointments for any reason are the exclusive right of the Councils of the respective participating municipalities. The Council of a municipality may designate other members of the Council to act as alternate representatives to attend meetings of the Committee in the absence of appointed members. Such alternative representatives shall have full voting rights.
13. The Association may establish and continue a Reserve Fund in accordance with the provisions of Section 165 of the Municipal Act, R.S.O. 1980, Chapter 302 as amended, through provisions in its annual estimates. Any Reserve Fund shall be in the care and custody of the Committee's Treasurer said shall be subject to the controlling provisions of the said section 165 of the Municipal Act.
14. This Agreement shall ensure to the benefit of and be binding upon the parties hereto, their successors and respective assigns. Any of the parties hereto may withdraw from the Agreement and its rights and obligations by giving written notice to the Councils of each of the participating municipalities. Such notices shall be effective on the 31st December of the current year of the Association. This Agreement may be amended or cancelled at any time upon mutual consent of the majority of all parties.
15. In the event of a withdrawal from the Association, the withdrawing municipality shall not be entitled to its share of the remaining and uncommitted balance of any Reserve Fund.
16. The Committee shall be responsible for receiving and considering all applications from municipalities and others desiring to join the Association and shall have authority to negotiate and to recommend the terms and conditions under which admission is to be granted. There will be an entry of one hundred dollars (\$100.00). Any fee received upon the entry of a new party shall be paid into the Association's Reserve Fund.

17. Any dispute, controversy or stalemate arising out of the provisions of this Agreement, interpretation thereof or in negotiations for a renewal Agreement shall be determined by a sole arbitrator pursuant to the provisions, of Section 208, paragraph 9 of the Municipal Act, R.S.O. 1980, Chapter 302 as amended. The costs of any such arbitration shall be shared by the parties to the dispute in such ratio as shall be set by the Ontario Municipal Board Hearing officer.

IN WITNESS WHEREOF the parties herein have hereunder affixed the signatures of their respective officers.

MAYOR/REEVE
TOWN OF ARNPRIOR

CLERK

MAYOR/REEVE
TOWN OF RENFREW

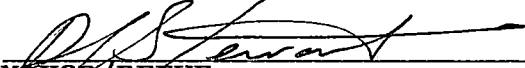
CLERK

MAYOR/REEVE
VILLAGE OF BARRY'S BAY

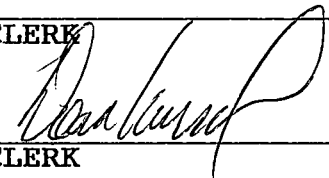
CLERK

MAYOR/REEVE
VILLAGE OF BRAESIDE

CLERK



MAYOR/REEVE
VILLAGE OF COBDEN



CLERK

MAYOR/REEVE
VILLAGE OF KILLALOE

CLERK

MAYOR/REEVE
TOWNSHIP OF ADMASTON

CLERK

MAYOR/REEVE
TOWNSHIP OF BAGOT AND BLYTHFIELD

CLERK

MAYOR/REEVE
TOWNSHIP OF BROMLEY

CLERK

MAYOR/REEVE
TOWNSHIP OF BROUGHOM

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TOWNSHIP OF LYNDOKH AND BRUDENELL

CLERK

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TOWNSHIP OF MCNAB

CLERK

MAYOR/REEVE
TOWNSHIP OF NORTH ALGONA

CLERK

MAYOR/REEVE
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TOWNSHIP OF SOUTH ALGONA

CLERK

MAYOR/REEVE
TOWNSHIP OF WILBERFORCE

CLERK

APPENDIX "A"

RENFREW SOUTH RECYCLERS ASSOCIATION
QUARTERLY FINANCIAL STATEMENTS

MUNICIPALITY _____

CLAIM PERIOD _____

MATERIAL COLLECTED (Tons)

<u>Newspaper</u>	<u>Clear Glass</u>	<u>Coloured Glass</u>	<u>Tin Cans</u>	<u>Aluminum Cans</u>	<u>P.E.T.</u>	<u>Other</u>
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
TOTAL	_____	_____	_____	_____	_____	_____

OPERATING EXPENSES

1. Wages and Salaries (Landfill Attendant) \$ _____
 2. Benefits _____
 3. Contracted Services _____
- TOTAL OPERATING EXPENSES \$ _____

I hereby certify that in my opinion this statement presents fairly the financial position of our solid waste recycling program.

Clerk/Treasurer

NOTE: Please report only operating costs. All capital and advertising costs will be claimed by the Co-ordinator based upon the overall purchase price of products.

Please forward to: Renfrew South Recyclers Association
Treasurer
P.O. Bag 2000,
RENFREW, Ontario
K7V 4G7