

**CORPORATION OF THE VILLAGE OF COBDEN**

**BY-LAW # 1999-15**

Being a By-law to authorize the Mayor and Clerk to execute an agreement with various municipalities respecting the appointment of operational costs at the Renfrew Household Hazardous Waste Depot.

**WHEREAS** s.208.2 of the Municipal Act, RSO 1990 authorizes local municipalities to pass by-laws to establish, maintain, and operate waste management systems; and

**WHEREAS** the Town of Renfrew has established a permanent household hazardous waste facility within the municipality; and

**WHEREAS** the councils of several local municipalities have expressed interest in providing their residents access to this facility; and

**WHEREAS** the Council of the Corporation of the Town of Renfrew deems it to be in the public interest to provide for shared access to the household hazardous waste facility.

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

1. THAT the Mayor and Clerk be and are hereby authorized on behalf of the Corporation of the Village of Cobden to execute the agreement annexed hereto as Appendix 'B' and forming part of this By-law.
2. THAT this By-law shall come into force and take effect immediately upon the passage thereof.

READ a first, second and finally passed on the third reading this 9<sup>th</sup> Day of November 1999.

  
REEVE

*for*   
CLERK ADMINISTRATOR

## Town of Renfrew Household Hazardous Waste Depot Agreement

Between:

*THE CORPORATION OF THE TOWN OF RENFREW*

hereinafter called the "Owner"

-and-

*THE CORPORATION OF THE TOWN OF ARNPRIOR  
THE CORPORATION OF THE VILLAGE OF COBDEN  
THE CORPORATION OF THE TOWNSHIP OF ADMASTON  
THE CORPORATION OF THE TOWNSHIP OF BAGOT, BLYTHFIELD & BROUGHAM  
THE CORPORATION OF THE TOWNSHIP OF BROMLEY  
THE CORPORATION OF THE TOWNSHIP OF GRATTAN  
THE CORPORATION OF THE TOWNSHIP OF HORTON  
THE CORPORATION OF THE TOWNSHIP OF MCNAB/BRAESIDE  
THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONA  
THE CORPORATION OF THE TOWNSHIP OF ROSS*

hereinafter collectively called the "Participating Municipalities"

**WHEREAS** in consideration of the mutual use of the permanent Household Hazardous Waste Depot (HHWD) located at the sanitary landfill site within the Town of Renfrew, the Participating Municipalities covenant and agree with the Owner as follows:

1. SCOPE OF AGREEMENT

The HHWD is owned by the Town of Renfrew and shall be operated at its sole discretion. The initial capital costs associated with the facility were borne by the Town of Renfrew. It is agreed that all bona fide residents of each participating municipality shall have equal access to the facility during times of operation in accordance with the terms and conditions set out in this agreement.

2. TERM

This agreement shall remain in force from October 1, 1999 until September 30, 2000 and shall carry on from year to year thereafter unless terminated in writing by either party in accordance with Section 7 of this agreement.

### 3. APPORTIONMENT OF ANNUAL OPERATING COSTS

The Owner shall keep account of and pay all annual operational costs associated with the operation of the HHWD on behalf of the Participating Municipalities, including, but not limited to, human resources and other administrative costs, removal of hazardous wastes by an outside contractor, and other costs incidental to the operation of the facility. At the conclusion of last event of the year, itemized invoices shall be prepared and submitted by the Owner to each participating municipality outlining their share of the total operating expenditures for that year, net of GST. Invoices shall be paid prior to December 31<sup>st</sup> each year.

For the purposes of this Section, the following cost sharing formula shall be employed in the apportionment of costs:

$$\frac{\text{*Population of each Participating Municipality}}{\text{Total *Population of all Participating Municipalities}} \times \text{Annual Operating Costs}$$

*\*Annual population data from the Ontario Population Assessment Corporation*

### 4. ADVERTISING

Whenever joint advertising can be arranged, the cost will be shared amongst those municipalities within the circulation area of the Renfrew Mercury wishing to participate. Advertising costs will be apportioned using the established cost sharing formula. The Owner shall be responsible for preparing and advertising notices. Costs will be itemized and included in the applicable annual invoices. Municipalities that are outside of the circulation area of the Renfrew Mercury are responsible for advertising events associated with the HHWD.

### 5. SCHEDULING OF HHWF EVENTS

HHWD events (collection days) shall be held approximately four (4) times per year at the discretion of the Owner. Typically, events will be held the first Saturday in May, June, September, and October. The yearly schedule will be finalized prior to April 1<sup>st</sup> each year to ensure that adequate notice can be given to all Participating Municipalities.

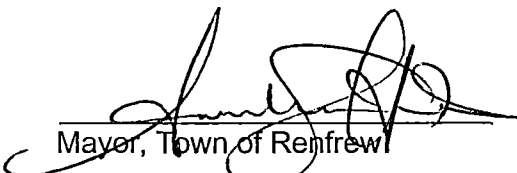
### 6. CONCERNS/SUGGESTIONS

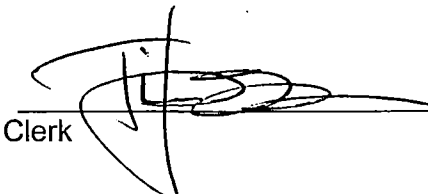
Any participating municipality that has concerns/suggestions respecting the operation of the HHWD may express these views in writing to the Project Coordinator, Murray Gahan, for consideration. These concerns/suggestions will be reviewed by staff of the Development and Works Department and followed up with the originating municipality.

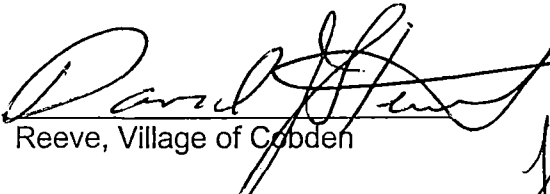
7. TERMINATION

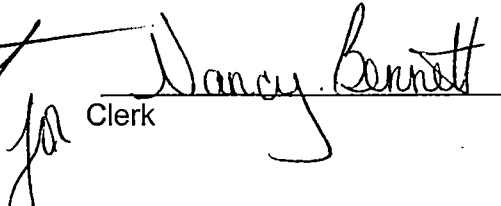
Either the Owner or any of the Participating Municipalities wishing to terminate this agreement must do so at least sixty (60) days prior to the end of the calendar year by providing written notice to the other party. The effective date of termination shall be December 31<sup>st</sup> of the year notice of termination is received.

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

  
Mayor, Town of Renfrew

  
Clerk

  
Reeve, Village of Cobden

  
for Clerk Nancy Bennett