THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW 41-2011

Being a by-law to authorize an agreement to provide landfill services to the Brussels Ward of the Municipality of Huron East, at the Morris Ward Landfill Site in the Municipality of Morris-Turnberry.

WHEREAS Section 20 (1) of the Municipal Act, S.O. 2001, c.25, as amended, states that: A municipality may enter into an agreement with one or more municipalities or local bodies, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS, A lower-tier municipality and an upper-tier municipality may pass by-laws, respecting matters with the following spheres of jurisdiction: Item No. 3, Waste Management

AND WHEREAS the Council of the Corporation of the Municipality of Morris-Turnberry is desirous to enter into an agreement for the costs for operation, capital and perpetual care of the Morris Ward Landfill Site with the Municipality of Huron East for the Brussels Ward;

NOW THEREFORE the Council of the Corporation of the Municipality Morris-Turnberry, enacts as follows:

1. That the Municipality of Morris-Turnberry hereby enters into an agreement with the Municipality of Huron-East to accept waste and share costs for operation, capital and perpetual care costs for the Morris Ward Landfill Site, a copy of the agreement is attached hereto as Schedule “A”.

2. All by-laws and/or resolutions, or parts thereof, which are inconsistent with the provisions herein, are hereby repealed.

3. This by-law shall come into force and take effect as of the 9th day of August, 2011.

Read a first time this 19th day of July, 2011

Read a second time this 19th day of July, 2011

Read a third and final time and passed this 19th day of July, 2011

Mayor, Paul Gowing

Clerk, Nancy Michie

I, Nancy Michie, Clerk of the Corporation of the Municipality of Morris-Turnberry, do hereby certify that this is a true copy of the By-law No. 41-2011 of the Municipality of Morris-Turnberry.

Clerk, Nancy Michie
THIS AGREEMENT made the 19th day of July, 2011

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-
TURNBERRY, a municipal corporation incorporated under the laws of the
Province of Ontario

(hereinafter referred to as “Morris-Turnberry”)

OF THE FIRST PART

-and-

THE CORPORATION OF THE MUNICIPALITY OF HURON EAST,
a municipal corporation incorporated under the laws of the Province of
Ontario

(hereinafter referred to as “Huron East”)

OF THE SECOND PART
Agreement to provide Landfill Services and share costs:

WHEREAS Morris-Turnberry owns and operates a ‘Landfill Site’ known as the Morris Ward Landfill, with the property description as shown on Schedule ‘A’ to this agreement;

AND WHEREAS Huron East requires the provision of landfill services for the Brussels Ward;

AND WHEREAS the Morris-Turnberry has agreed to provide Landfill Services to Huron East, at the Morris Ward Landfill on the following terms and conditions;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants contained herein, the parties hereto covenant and agree as follows:

1. Term of the Agreement will be for five (5) years from the Commencement Date as defined herein (the “Term”). The parties shall have the option to negotiate a further five (5) year agreement or for such other term as the parties might agree at the end of the Term.

2. This Agreement will commence on the 9th day of August, 2011 (the “Commencement Date”). In the event that the Term expires and Morris-Turnberry and Huron East continue to operate under the terms of this Agreement, this contract shall continue on a month to month basis terminable by either party on thirty (30) days’ written notice to the other.

3. A copy of a Site Design for the Landfill Site is attached to this agreement as Schedule ‘B’;

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4. A cost sharing will be paid by Huron East to Morris-Turnberry for all the tonnage of all municipal solid wastes received from the Brussels Ward at the Morris Ward Landfill for the duration of the agreement, as set out in Schedule ‘C’ of this agreement;

5. Huron East undertakes to carry out the following waste management steps in connection with this Agreement:

5.1 To schedule the collection of curbside municipal solid waste and the delivery to the Morris Ward Landfill at such times as may be agreed by the parties:

5.2 To arrange for and to pay all costs associated with the collection of municipal solid wastes within the Brussels Ward, including contractual arrangements, transportation to the Morris Ward Landfill of all collected wastes and the payment of all associated costs.

5.3 That the carrier shall ensure that all municipal solid wastes will be weighed at the Morris Ward Landfill Site, prior to disposal.

5.4 To provide to the Brussels Ward a recycling program and to carry all costs for this service.

5.5 To impose municipal collection fees for the Brussels Ward area through the use of bag tags for curbside collection.

6. In return for the payment of the waste disposal cost sharing, Morris-Turnberry undertakes to carry out the following actions in connection with this Agreement:

6.1 To operate the Morris Ward Landfill in accordance with the Provincial Certificate of Approval granted for the landfill by the Ministry of the Environment.
6.2 To ensure that Huron East is listed in the service area for the Morris Ward Landfill, for the purpose of accommodating municipal solid waste from Huron East (Brussels Ward);

6.3 To prepare Yearly Reports on the operation of the Morris Ward Landfill and the submission of these Reports to the Ministry of the Environment and to the County of Huron;

6.4 To prepare a closure plan for the Morris Ward Landfill and the application for approval of this plan by the Ministry of Environment.

6.5 To manage and carry out all perpetual care activities at the Morris Ward Landfill following closure in accordance with Ministry of the Environment directives.

7. Huron East and Morris-Turnberry hereby agrees that the costs of perpetual care of the site will be shared by the parties to the Agreement on the basis of the actual tonnes of refuse that was disposed annually as determined by the engineer for the yearly operating reports.

8. Any tipping fee collected from commercial or industrial users and residential users will be general revenue of Morris-Turnberry Landfill site and used to offset the operating costs. The annual operating surplus will be deposited in a reserve account and shall be used to reduce perpetual care obligations of all parties to this agreement.

10. A meeting between representatives of the two Council’s will be held on an annual basis to review the operation, capital and perpetual care budgets of the Morris Ward Landfill site.

11. This Agreement shall be binding upon Huron East and Morris-Turnberry and their respective successors and assigns.
IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals attested to by the hands of their respective officers.

SIGNED, SEALED AND DELIVERED in the presence of

) The Corporation of the

) Municipality of Morris-Turnberry

) Mayor, Paul Gowing

) Clerk, Nancy Michie

We have authority to bind the Corporation.

) The Corporation of the

) Municipality of Huron East

) Mayor, Bernie McLellan

) Clerk, Brad Knight

We have the authority to bind the Corporation.
Schedule ‘A’

Agreement to provide Landfill Services and share costs:

Property Description:

1. Concession 5  S ½ of the N ½ of Lot 15 as RP 22R4917 Parts 1 and 2
   50.30 acres
   Roll Number  40 60 540 005 01500 0000
   Block and Pin Number: 41330 0037

2. Concession 5  N ½ of the N ½ of Lot 15 with ROW  85047 Clyde Line
   50.00 acres
   Roll Number  40 60 540 005 01600 0000
   Block and Pin Number: 41330 0036
Schedule ‘B’

Agreement to provide Landfill Services and share costs:

Site Design:
Schedule ‘C’

Agreement to provide Landfill Services and share costs:

Cost Sharing:

1. For the Period August 9th, 2011 to December 31, 2011, the following charges will apply:

1.1. A tipping fee of Forty ($40.00) Dollars per tonne will be paid by Huron East to Morris-Turnberry for all municipal solid wastes received from the Brussels Ward at the Morris Ward Landfill during the Term August 9, 2011 to December 31, 2011;

1.2. Huron East shall guarantee a minimum of three hundred (300) tonnes of municipal solid waste to the Morris Ward Landfill annually from the Brussels Ward. If Huron East delivers less than three hundred (300) tonnes of municipal solid to the Morris Ward Landfill in any given year of the Term, in such year, Huron East shall pay to Morris-Turnberry a minimum amount equal to the tipping fee per tonne in the applicable year multiplied by three hundred (300) tonnes of municipal solid waste that Huron East was required but failed to deliver to the Morris Ward Landfill.

1.3 Huron East shall share the Operational and Capital costs as follows:

1. 50% of the costs for the capping and closure of Area A
2. 50% of the monitoring related to operational costs for Area A
3. Share of the perpetual care costs for the landfill site, based on the tonnage deposited at the Morris Landfill Site
2. For the Period January 1, 2012 to December 31, 2016, the following charges will apply:

2.1 Huron East shall share the Operational and Capital costs as follows:

1. Share of the total of the operational and capital costs based on the tonnage deposited at the Morris Landfill Site;

2. Share of the perpetual care costs for the Landfill Site, based on the tonnage deposited at the Morris Landfill Site;

3. Share of the Development Costs for Stage 1 and 11 for the Landfill Site, based on the tonnage deposited at the Morris Landfill Site;

4. Fifty Percent (50%) of the costs for the completion of the capping and closure of Area A

5. Share of the CAZ (Contaminant Attenuation Zone) costs for the Landfill Site, based on the tonnage deposited at the Morris Landfill Site; this shall include water rights or the purchase of land.

6. If at any time the landfill lands are surplus to the needs of the municipality and the land is disposed of, the funds shall be apportioned in the same manner as when the land was acquired.