

TOWNSHIP OF ZONE

BY-LAW 24-92

Being a By-law to Authorize the Execution of a Landfill Operation and Closure Agreement with the Township of Mosa, Village of Newbury, Village of Wardsville, and the Town of Bothwell.

WHEREAS Section 207, Subsection 5, of the Municipal Act, R.S.O. 1990 authorizes Municipal Councils to pass by-law entering into agreements with one or more Municipalities for joint operation and management of garbage collection and disposal systems;

AND, WHEREAS the Council of the Corporation of the Township of Zone deems it advisable to enter into such an agreement;

THEREFORE be it enacted as follows;

1. That the Reeve and Clerk of the Township of Zone are hereby authorized to sign an agreement with the Township of Mosa, Village of Newbury, Village of Wardsville, and the Town of Bothwell.
2. That the agreement dated July 6, 1992 and attached hereto forms part of this by-law.

READ A FIRST AND SECOND TIME THIS 14th day of September, 1992

READ A THIRD AND FINAL TIME AND PASSED THIS 14th day of September, 1992.

THE CORPORATION OF THE TOWNSHIP OF ZONE


Charles McRitchie, Reeve


Wynona Revell, Clerk

THIS AGREEMENT made the 6th day of July 1992,

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF MOSA
OF THE FIRST PART

and

THE CORPORATION OF THE TOWN OF BOTHWELL,

THE CORPORATION OF THE VILLAGE OF NEWBURY,

THE CORPORATION OF THE VILLAGE OF WARDSVILLE,

THE CORPORATION OF THE TOWNSHIP OF ZONE.

OF THE SECOND PART

WHEREAS the Corporation of the Township of Mosa own and operate the Land Fill Site, located at Part of Lot 23, Concession 3, Township of Mosa, County of Middlesex; as shown on Schedule "B" attached.

AND WHEREAS the Parties of the Second Part agree to cooperate with and to use their best efforts to assist the Contractor for the Township of Mosa in establishing a recycling program and depot;

AND WHEREAS the Corporation of the Township of Mosa is aware and concerned that the Land Fill Site be administered in a fair and equitable fashion to all entitled to use the site;

AND WHEREAS the Corporation of the Township of Mosa deems it expedient to implement rules and regulations for the orderly development of the site;

NOW THEREFORE, the Corporation of the Township of Mosa sets such rules and regulations for the Land Fill Contractor to carry out as follows:

1. ENTITLEMENT OF USE SERVICE AREA

- i) Only the Municipalities listed below may use the land fill site.

TOWN OF BOTHWELL (County of Kent)
TOWNSHIP OF ZONE (County of Kent)
VILLAGE OF NEWBURY (County of Middlesex)
VILLAGE OF WARDSVILLE (County of Middlesex)
TOWNSHIP OF MOSA (County of Middlesex)

For domestic and non-hazardous waste.

2.

FEES

i) The fees payable shall be according to the proportionate percentage share agreed upon by all the participants as follows:

30 per cent of all operational expenses shall be allotted to the Town of Bothwell,
20 per cent of all operational expenses shall be allotted to the Township of Zone,
20 per cent of all operational expenses shall be allotted to the Township of Mosa,
15 per cent of all operational expenses shall be allotted to the Village of Newbury, and
15 per cent of all operational expenses shall be allotted to the Village of Wardsville.

ii) The Township of Mosa will invoice the proportionate percentage on a monthly basis on the actual costs to each municipality participating in the Agreement according to the above.

iii) The Township of Mosa agrees to breakout the estimated operating budget and give a copy to each municipality participating in this Agreement in order that they might budget for the expenditure by the 15th day of March yearly.

iv) Any surplus or deficit will be adjusted after the current year has been audited by the auditors for the Township of Mosa and a statement will be sent each municipality of the financial position of the land fill site.

v) Any surplus will be deducted from the next year's requisition unless otherwise determined by a majority of the municipalities involved in the cost sharing of the land fill site.

vi) All fees allocated by the land fill contractor for waste such as shingles and construction debris shall be reflected as "land fill closure reserve fund" for expenditures for the eventual closure of the site regarding the monitoring, sampling and testing of ground and surface water, for expenditures for the control and treatment and disposal of leachate or gases, and for such expenditures as ordered by the Ministry of the Environment upon the closure of the site.

vii) All of the municipalities agree to share in the cost of the closing of the Township of Mosa land fill site based on the proportionate percentage in Section 2(i) less the reserves in Section 2 (vi) after all available grants from the Ministry of the Environment are applied against the cost of closure, being the net cost to be apportioned out as per the following Formula:

$$\frac{\text{Years Commenced Using}}{\text{Date of Leaving/Closure}} \times \text{Municipality's Percentage equals Apportionment Due}$$

"Years Commenced Using" shall mean the number of years a municipality has shared in the use of the Mosa Land Fill Site from the date of entry as recorded by the Township of Mosa as per Schedule "C" attached until the date of termination or closure, whichever comes first.

viii) The Township of Mosa agrees that in the event of the sale of that property that the individual municipalities that share in the cost of the operation of the land fill will also share in the sale of the property after all legal expenses and administration costs are deducted from the sale price.

ix) In the event of any landfill equipment acquisitions, repairs or replacements, the Township of Mosa will first notify all the municipalities involved and receive acceptance from all the municipalities prior to such acquisitions.

3. OPERATION BY THE TOWNSHIP OF MOSA

i) The Township of Mosa agrees in relation to the operation of the Land Fill and Recycling Transfer Station; to maintain and operate the land fill and the recycling transfer station in accordance with the Certificate of Approval, as the same may be amended from time to time, issued under the Ministry of the Environment, in a neat, orderly and environmentally sound manner and generally in accordance with good land fill practice;

ii) From time to time, when filled to capacity, to close portions of the Site in accordance with the standards, procedures and other requirements of the Ministry of the Environment or such other governmental body as has for the time being, jurisdiction to regulate waste disposal sites in Ontario;

iii) To keep accurate records of the wastes transferred to the Gore Sanitation Recycling Depot;

iv) To erect and maintain such directional and instructional signs within and about the Recycling Transfer Station and the Site as the Township of Mosa may reasonably require; and

v) To hire a contractor to maintain the site in a safe and equitable fashion and to ensure that the contractor has sufficient liability insurance prior to the contractor being employed by the Township of Mosa.

vi) Only waste as defined under the Township of Mosa's By-Law 5/90, being a by-law to provide for the handling and collection of household garbage, recyclable material and other waste material such be accepted at the site as per attached Schedule "A"

vii) To bill to the individual municipalities involved in the cost sharing on a monthly basis on the actual expenditures.

4. TERM

i) This Agreement shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively, this agreement shall commence on the first day of January, 1992, and shall extend for a period of three (3) years completed on the thirty-first (31) day of December 1994, at which time it will be reviewed and renewed; failing renewal by any of the parties of the second part to this agreement, those parties failing to renew will be liable according to the Formula Section 2 vii.

ii) Any party hereto named wishing to terminate this Agreement shall give to each of the other parties hereto named at the end of a calendar year, one year's written advanced notice of such termination. At the time of receiving such notification of termination that municipality terminating such agree to pay towards the closure based on the same Formula as previously stated in Section 2 vii). This sum shall be due to the Township of Mosa in the year that the discontinuation date was given.

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SCHEDULE "A"

GARBAGE

Shall mean kitchen and house refuse and table cleaning, fruit and vegetable parings, decaying vegetable, animal and fruit matter.

NON-RECYCLABLE MATERIAL

Shall mean rags, sweepings, excelsior, leather, crockery, shells, clothing, straw, dirt, filth, ashes, glossy paper and similar waster material.

RECYCLABLE MATERIAL

Shall mean clean metal (tin and aluminium) food and beverage container and cans, glass containers, bottles, polyethylene terephythalate (P.E.T.) with metal rings and tops removed; clean dry newspapers, and cardboard.

CONSTRUCTION DEBRIS

Shall mean discarded buildings material, earth from excavations or grading and all other refuse matter resulting from the erection, repair, renovation or demolition of buildings, structures, or other improvements of property and tree parts.

MAJOR APPLIANCES

Shall mean a large or bulky household mechanism (refrigerators, washers, dryers, stoves, etc.) ordinarily operated by gas or hydro electric.

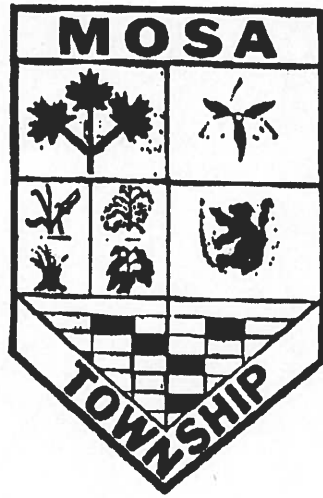
LARGE HOUSEHOLD FURNISHINGS

Shall mean all other large and/or bulky articles actually used in the home (chairs, sofas, tables, beds, carpets, mattresses, etc).

COMMERCIAL REFUSE

Shall mean all refuse collected from premises carrying on commercial/industrial operations which normally would require bulk garbage containers.

SCHEDULE "B"
not at scale



MOSA LAND FILL SITE

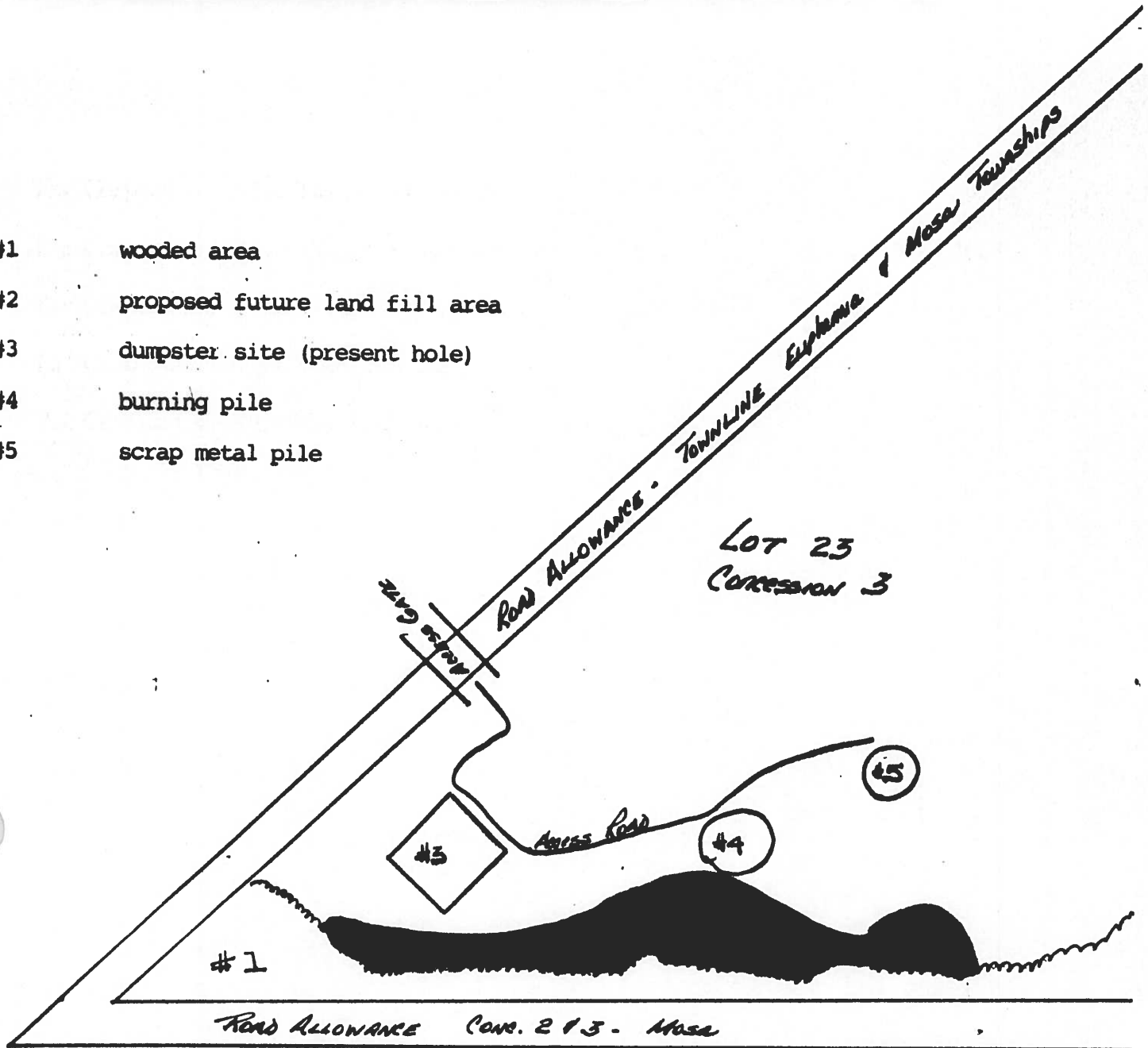
**PART OF LOT 23, CONCESSION 3,
TOWNSHIP OF MOSA**

LEGEND:

————— EXISTING LAND FILL AREA

————— PROPOSED LAND FILL AREA

- #1 wooded area
- #2 proposed future land fill area
- #3 dumpster site (present hole)
- #4 burning pile
- #5 scrap metal pile



MOSA LAND FILL SITE

**PART OF LOT 23, CONCESSION 3,
TOWNSHIP OF MOSA**

SCHEDULE " C " LANDFILL AGREEMENT

ENTRY DATE OF MUNICIPALITIES

MOSA TOWNSHIP LAND FILL

The Corporation of the Town of Bothwell	1968
The Corporation of the Village of Newbury	1968
The Corporation of the Village of Wardsville	1968
The Corporation of the Township of Zone	1972
The Corporation of the Township of Mosa	1968

IN WITNESS WHEREOF the parties hereto have hereunto caused to be fixed their corporate seals, attested by the hand of their proper officers in that behalf.

Signed, Sealed and Delivered
in the presence of

The Corporation of the Town of Bothwell

Helma Vencil

Jack Brearley
HEAD OF COUNCIL

Dagner
CLERK

The Corporation of the Village
of Newbury

Adriana Skilton

Niane Brewer
HEAD OF COUNCIL

Sheila P. McLach
CLERK

The Corporation of the Village
of Wardsville

John Thompson

G. Timmes
HEAD OF COUNCIL

Jaed Sacciss
CLERK

The Corporation of the Township of Zone

Dagner

Charles McFetridge
HEAD OF COUNCIL

Symona Powell
CLERK

The Corporation of the Township of Mosa

Carly Case

Louise D. Lee Whitlock
HEAD OF COUNCIL

Glenn Thomas
CLERK