

BY-LAW NO. 1984

BEING A BY-LAW to authorize participation by the City of North Bay in an Agreement providing for the operation of a Sanitary Landfill Project in co-operation with the Township of Widdifield. WHEREAS this Council deems it expedient to enter into an agreement with the Municipal Corporation of the Township of Widdifield for the joint operation of a Sanitary Landfill Project to replace the existing City Refuse Dump.

THEREFORE THE MUNICIPAL COUNCIL OF THE CITY OF NORTH BAY ENACTS AS FOLLOWS:-

1. THAT the Mayor and City Manager be authorized on behalf of the City of North Bay to execute the Sanitary Landfill Project Agreement with the Township of Widdifield, in the form which is attached hereto as Appendix "A" to this by-law.
2. THAT this By-law shall come into effect after approval in writing by the Ontario Municipal Board has been received.

READ A FIRST TIME IN OPEN COUNCIL THIS 21ST DAY OF AUGUST 1961.
READ A SECOND TIME IN OPEN COUNCIL THIS 21ST DAY OF AUGUST 1961.
RULES OF ORDER WERE SUSPENDED AND BY-LAW READ A THIRD TIME AND FINALLY PASSED THIS 21ST DAY OF AUGUST 1961.

.....
[Signature]
MAYOR *Hamilton*

.....
[Signature]
CITY CLERK

APPENDIX "A"
TO BY-LAW NO. 1984

THIS AGREEMENT made this Day of A.D. 1961.

B E T W E E N : -

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF
WIDDIFIELD

HEREINAFTER CALLED WIDDIFIELD

A N D : THE MUNICIPAL CORPORATION OF THE CITY OF NORTH
BAY

HEREINAFTER CALLED NORTH BAY

WITNESSETH THAT WHEREAS the refuse and garbage dump currently used by the parties hereto is no longer satisfactory, and a new sanitary land fill project with a better location and improved method of operation and maintenance is required for the use of the said parties.

AND WHEREAS Widdifield has entered into an agreement with Gateway Gravel Limited, the registered owners of certain lands within the Township known as the South half of the South half of Lot 18, Concession 2, in the Township of Widdifield.

NOW THEREFORE the parties hereto have agreed and do hereby agree each with the other as follows:-

1. WIDDIFIELD agrees to the use of the said South half of the South half of Lot 18, Concession 2, in the Township of Widdifield and to place such lands at the disposal of the parties hereto during the currency of this Agreement for use as a municipal land fill project, provided the parties hereto share the cost of rentals for such lands on a tonnage basis calculated monthly.
2. WIDDIFIELD further covenants and agrees to allow the establishment of such a land fill project on the said lands, and to provide for the parties hereto the consent and approval of all Municipal and planning authorities of the Township of Widdifield to the establishment and operation of a land fill project on the said site.
3. WIDDIFIELD further covenants and agrees to operate the said land fill project on the sanitary land cover fill method, to purchase all equipment necessary to effect such method of operation, to build an access road to the said lands to prepare the site and

to pay the land rentals to the owners of the said lands. In the event that the site as chosen herein shall not prove suitable over the period of the Agreement, Widdifield agrees to locate and prepare a suitable site which shall be subject to the same terms of the Agreement as herein entered upon. Any alternate site beyond 5 miles from the City limits be subject to re-negotiations.

4. The Parties hereto mutually covenant and agree that all equipment purchased including any shelter erected and necessary to effect such method of operation shall be depreciated on a six year basis and charged as an operating expense and such equipment shall be used exclusively in the operation of said land fill project and shall be and remain an asset of the operation notwithstanding full depreciation, and shall be accredited on account of the purchase of any replacement equipment.

5. The Parties mutually covenant and agree that this project be operated on a non-profit basis and that all direct costs of operating such land fill project proper shall be paid by the Township of Widdifield and such operating costs will be charged to each municipality and pro rata to any other municipality entering into an agreement hereafter on a per tonnage of refuse basis. An audited statement of operating costs will be submitted to each participating municipality at the end of each year.

6. The Parties hereto further covenant and agree that the costs of preparing the site including the costs and maintenance of an access road shall be chargeable as a current expense of operation and divided on a per tonnage basis between the Parties herein provided that said costs shall be paid on such basis by the parties hereto within the first year of operation.

7. The Parties hereto agree that the land fill operation will be operated only for the use and benefit of the said parties and other parties entering into an agreement hereto and refuse from any other parties shall not be accepted.

8. This Agreement is subject to Department of Health regulations and shall enure to the benefit of all parties herein for a period of

twenty years hence. Any extension or renewal of the term hereof shall be by mutual agreement between the parties.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective Corporate Seals attested by their proper officers respectively in that behalf.

SIGNED, SEALED AND DELIVERED)

IN THE PRESENCE OF)

MUNICIPAL CORPORATION OF THE
TOWNSHIP OF WIDDIFIELD

.....
REEVE

.....

MUNICIPAL CORPORATION OF THE CITY
OF NORTH BAY

.....
C. H. Hewitt
MAYOR

.....
D. A. Spair
CITY MANAGER

By Law #1984



ONTARIO

THE ONTARIO MUNICIPAL BOARD

P.F.E.8095-61

IN THE MATTER OF Section 64 of
The Ontario Municipal Board Act,
(R.S.O.1960, c.274)

-and-

IN THE MATTER OF an application
by the Corporation of the City of
North Bay for approval of the
entering by the said Corporation
into an agreement with the Corporation
of the Township of Widdifield bearing
date of the 19th day of September,
1961, with respect to a Sanitary land
fill project, and the payment of a
sum therefor.

B E F O R E:

A. H. Arrell, Q. C.,
Vice-Chairman.

-and-

D. Jamieson,
Member.

) MONDAY, the 4th

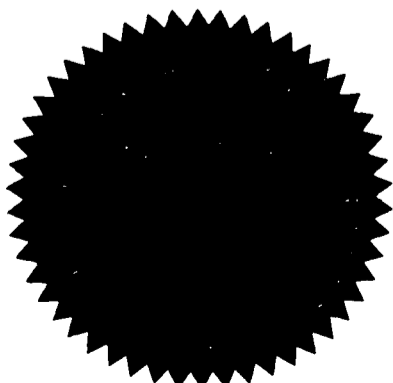
) day

) December, 1961.

THE BOARD ORDERS, under and in pursuance of the
legislation hereinbefore referred to, and of any and all other
powers vested in the Board, that the said application be and
the same is hereby granted, and the entering by the applicant
corporation into an agreement with the Corporation of the
Township of Widdifield, which agreement forms part of by-law
1984, passed by the applicant Corporation on the 21st day of
August, 1961, subject to the approval of this Board, is hereby
approved, and that the said corporation may pass all requisite
by-laws.

T. J. Vickers

ACTING SECRETARY.



ENTERED
O. B. No. <u>826</u>
Folio No. <u>339</u>
DEC 13 1961
<i>T. J. Vickers</i>
Acting Secretary, Ontario Municipal Board