

**THE CORPORATION OF THE
TOWNSHIP OF ARMSTRONG**

BY – LAW 2018 - 11

**BEING A BY-LAW TO DESIGNATE THE SIGNING OFFICERS AND
AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE CITY
OF TEMISKAMING SHORES RE PROCESSING FEES FOR THE
PROCESSING OF RECYCLABLE MATERIALS**

WHEREAS the Corporation of the Township of Armstrong deems it expedient to enter into an agreement for processing fees for recyclable materials within the Township of Armstrong with the City of Temiskaming Shores for the period ending December 31st, 2018.

NOW THEREFORE the Council of the Corporation of the Township of Armstrong enacts in By-Law No. 2018 - 11 as follows:

1. That the Corporation of the Township of Armstrong enters into an agreement with the City of Temiskaming Shores, being the agreement affixed hereto as Schedule "A".
2. That the Mayor and Clerk-Treasurer for the Township of Armstrong are hereby authorized to execute the agreement on behalf of the Corporation of the Township of Armstrong.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS
14th DAY OF FEBRUARY, 2018.**


Mayor


Clerk Treasurer Administrator

The Corporation of the City of Temiskaming Shores

By-law No. 2018-008

**Being a by-law to enter into an agreement with Armstrong
Township for the acceptance of recyclable materials at the
Municipal Spoke Transfer Station on Barr Drive**

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

And whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Administrative Report PW-053-2014 – "Spoke Transfer Station Agreement" at the December 16, 2014 Regular Council meeting and agreed to enter into agreements with outside municipalities for the acceptance of recyclable material at the Spoke Transfer station;

And whereas Council considered Memo No. 001-2018-PW at the January 9, 2018 Regular Council meeting and approved a 2% increase to the rate for acceptance of recyclable materials at the Spoke Transfer Station resulting in a \$265/tonne rate commencing January 1, 2018;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That the Mayor and Clerk be authorized to enter into an Agreement with **Armstrong Township** for the acceptance of recyclable materials at the Spoke Transfer Station, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 6th day of February, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2018-008

Agreement between

The Corporation of the City of Temiskaming Shores

and

Armstrong Township

for the acceptance of Recyclable Materials at the Spoke
Transfer Site on Barr Drive

This Agreement made on the 6th day of February, 2018;

Between:

The Corporation of the City of Temiskaming Shores
(herein referred to as "the City")

And:

The Corporation of the Township of Armstrong
(herein referred to as "Municipality")

Witnesses that in consideration of the fees reserved and the covenants and provisos herein contained on the part of the City and the Municipality, the City hereby grants access to the Municipality those certain Lands situated in the City of Temiskaming Shores, District of Timiskaming, being Parcel 24755 SST, South ½ Lot 7, Concession 1, Dymond being Part 1 on Plan 54R-4278 with a municipal address of 547 Barr Drive, hereinafter referred to as the "Facility".

Section One – Municipality's Covenants

The Municipality covenants with the City as follows:

1. **Processing Fees** – to pay the City the 2018 rate of \$265 per tonne plus HST for the processing of recyclable materials delivered from the Municipality. Such fees to be paid within 30 days of receipt of the invoice from the City.

Council for the City of Temiskaming Shores, through resolution, may impose an increase to the processing rate annually. The annual increase, if any shall be provided to the municipality in writing.

2. **Indemnities** – to indemnify the City against all liabilities, damages, costs, claims, loss or actions arising out of:
 - a) a breach, violation or non-performance of a covenant or condition in this agreement on the part of the Municipality to be observed or performed;
 - b) damage to the property by the Municipality, and persons claiming through the Municipality, or damage to other property except where the damage has been caused by the negligence of the City; and
 - c) injury to or the death of a person or persons occurring on the Lands or the area adjacent thereto, except where the injury has been caused by the negligence of the City.
3. **Compliance** – to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time-to-time in force during the term of this agreement, and any extension thereof.

4. **Accepted Materials** – to deposit recyclable materials accepted by the City only. The City reserves the right to refuse any material not outlined in Appendix 01 attached hereto. Whether unloaded or not, refused material shall be removed by or at the expense of the Municipality or the person seeking to dispose of it.
5. **Usage of Facility** – not to use the facility for any purpose other than to carry on the agreed upon recycling activities.

Section Two – City's Covenants

The covenants with the Municipality to allow access, by the Municipality to the Facility (Spoke Transfer Site – 547 Barr Drive) for the deposit of recyclable materials delivered by the Municipality. The City will charge and collect the applicable fee for all material deposited.

Section Three – Provisos

1. **Non-Waiver** – Any condoning, excusing or overlooking by the City of any default, breach or non-observance by the Municipality of any covenant, proviso or condition herein contained does not constitute a waiver of the City's rights hereunder in respect of any continuing or subsequent default, breach or non-observance and does not defeat or affect in any way the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights remedies herein contained on the part of the City are deemed to be cumulative and not alternative.
2. **Default provisions – Whenever:**
 - a) The Municipality defaults in the payment of any installment of fees, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
 - b) The Municipality fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this agreement on the part of the Municipality.
3. **Notices** – All notices given pursuant to this agreement are sufficiently given if mailed, prepaid and registered, in the case of the City, addressed as follows:

City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

and in the case of the Municipality, addressed as follows:

Township of Armstrong
P.O. Box 546
35 Tenth Street

Earlton, Ontario
P0J 1E0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

4. **Right of Termination** – Either party shall have the right to terminate this agreement by providing written notice to the other party a minimum of thirty (30) days of its intention and thereupon any payments owing to the City under this agreement shall be computed, apportioned and paid in full to the date of such termination.
5. **Binding Effect** – The terms and provisions of this agreement extend to, are binding upon and inure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
6. **Captions** – The captions appearing at the headings of the paragraphs in this agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of the meaning of this agreement or any of its provisions.

Remainder of Page left blank intentionally

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)
the presence of)

Municipal Seal)

Municipal Seal)

Township of Armstrong

Mayor – Robert Ethier

Clerk – Reynald Rivard

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Acceptable Recyclable Materials

Recyclable containers include the following forms of containers:

- a) food and beverage glass bottles and jars, including metal lids;
- b) metal food and beverage cans;
- c) cardboard cans such as from frozen juice, refrigerated dough, chips, and nuts;
- d) aluminum cans, foil, foil plates and foil trays;
- e) empty plastic containers (1 through 7);
- f) aseptic packaging, such as drink boxes;
- g) empty aerosol containers;
- h) foam polystyrene (Styrofoam) such as from takeout, egg cartons, drinking cups and meat trays;
- i) polycoat containers such as milk and juice cartons; and
- j) any other container designated by the Director of Public Works to be a recyclable container.

Recyclable papers include the following forms of containers:

- a) household paper, including junk mail, writing paper, computer paper, non-foil gift wrap, non-foil greeting cards and envelopes;
- b) paper egg cartons;
- c) paper rolls;
- d) paper bags, other than treated bags such as flour, sugar potato and pet food bags;
- e) newspaper inserts;
- f) magazines, catalogues and glossies;
- g) telephone directories;
- h) soft covered books and hard covered books (hardcover removed and recycled separately); and
- i) any other paper or paper products designated by the Director of Public Works to be recyclable papers.

Recyclable cardboard includes clean, unwaxed corrugated cardboard and box board.

Recyclable plastic film includes grocery, shopping, dry cleaning, bread bags, vegetable/fruit bags, milk bags (outer and rinsed inner bag), outer wrap from packaging and bubbled plastic packaging.