

MEMORANDUM OF AGREEMENT made in quadruplicate this 1st day of June, A.D. 1971.

B E T W E E N :

THE CORPORATION OF THE TOWN OF GRIMSEY,

Hereinafter called "GRIMSEY"

OF THE FIRST PART;

- and -

THE CORPORATION OF THE TOWN OF LINCOLN,

Hereinafter called "LINCOLN"

OF THE SECOND PART;

- and -

THE CORPORATION OF THE TOWN OF PELHAM,

Hereinafter called "PELHAM"

OF THE THIRD PART;

- and -

THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN,

Hereinafter called "WEST LINCOLN"

OF THE FOURTH PART.

WHEREAS the Corporation of the Town of Grimsby is the owner of a land fill disposal site located in the former Township of North Grimsby and proposes to agree with the Corporation of the Town of Lincoln, the Corporation of the Town of Pelham, and the Corporation of the Township of West Lincoln for the joint use of the said disposal site by the said municipalities for the disposal of garbage on a cost sharing basis subject to the terms of this agreement and the other said municipalities are prepared to enter into such an agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises the Parties hereto covenant and agree each with the other as follows:

1. Grimsby shall contribute the said land fill disposal site as described in the operating agreement attached hereto as Schedule "A", and all work heretofore performed thereon to the said scheme without remuneration.
2. Grimsby shall appoint one member of its Council to a Committee to be known as the "Disposal Site Committee" hereinafter referred to as the "Committee", who shall be the Chairman of the said Committee for the first year of

operation and the other municipalities shall each appoint one member of Council to the said Committee, which Committee shall be responsible for the management and operation of the said disposal site on behalf of all municipalities subject to the directions of the said municipalities acting under agreement. After the first year of operation the Committee shall select its own Chairman.

3. The Parties hereto agree that the initial set-up costs of the said disposal site shall include the cost of preparation of the site prior to entry by the contractor, adequate on-site roads, shelter and toilet facilities, engineering costs, legal costs, advertising costs, costs of fencing, any amounts required to be paid by the Town of Lincoln to maintain the option on its present unused garbage disposal site for the current year, and such other expenditures as may be deemed appropriate by the Committee.

4. The said initial set-up costs shall be apportioned to the said municipalities on a per capita basis. For the purpose of division of the said costs the population of the Town of Grimsby shall be accepted as 14,511 , of the Town of Lincoln as 13,580 , of the Town of Pelham as 9,776 , and of the Township of West Lincoln as 7,904 .

5. Upon the execution of this agreement each municipality shall contribute monies proportionately to the Committee to provide a fund against which the respective shares of set-up costs shall be charged and the balance thereof shall be monies in the hands of the Committee to meet the initial payment to the contractor. The said balance shall be credited to the municipalities according to the said proportions to be set off against subsequent billing.

6. Grimsby shall be responsible for the maintenance of all records and the preparation of all statements and the costs of such administration shall be considered part of the costs of operation of the said site. Such costs shall be billed to the Committee whenever required by the Committee.

7. The Parties hereto agree to discontinue the operation of their present waste disposal sites for the acceptance of all waste suitable for acceptance at the above-noted land fill disposal site according to the regulations authorized hereby. Nevertheless, each municipality shall continue to

provide its own disposal site for waste that is not so acceptable.

8. Grimsby shall call for tenders for the operation of the said land fill disposal site by a contractor upon the execution of this agreement by all the municipalities and shall enter into an operating agreement with the successful bidder according to terms which shall be approved by all municipalities. Grimsby shall be the only contracting party with the said contractor. A copy of the operating agreement when so approved and executed shall be attached to this agreement as Schedule "A".

9. The operation of the said disposal site shall be in conformity with The Waste Management Act, 1970, and amendments made thereto from time to time and such regulations made thereunder as may be authorized by the said Act. In addition, it is agreed that the regulations set forth in Schedule "B" hereto shall be applicable to the operation and management of the said site.

10. The Committee shall recommend the appointment of a Manager of the said disposal site by Grimsby and he shall also be appointed a "By-law Enforcement Officer" by the Town of Grimsby for the purpose of controlling the site according to whatever By-laws of the Town of Grimsby may be appropriate.

11. The Manager shall be an employee of the Town of Grimsby and his salary and all administration and fringe benefit charges attributable to him shall be at the expense of the Committee and Grimsby shall furthermore be responsible for the supply of a replacement for the said manager during vacation or incapacity similarly at the expense of the Committee. Grimsby shall also designate one of its office employees as Secretary-Treasurer of the Committee and the proportion of salary and fringe benefits attributable to the work of the Committee shall be charged to the operating costs of the disposal site and billed to the Committee whenever required by the Committee.

12. Grimsby, may be required by the Committee as part of the costs of the operation, to remodel the dwelling house, presently situate on the said site as a residence for the disposal site manager. The Manager may be required to reside in the said dwelling at a special rental to be arranged by

the Committee and the rental shall be income of the Committee. If the said dwelling house is remodelled at the expense of the Committee and not occupied by the disposal site manager at any time then the rental of the said house at such times shall be income of the Committee.

13. The said disposal site shall be used only for the disposal of acceptable waste material emanating from any source in any of the said municipalities whether delivered by a municipal vehicle, by private vehicle, or contractor.

14. The Parties agree that only waste falling within the descriptions set forth in Schedule "C" hereto shall be accepted for disposal at the said site.

15. Scales shall be provided for the purpose of weighing waste material on arrival at the site and the weights, general description of material, and source of the same, and detail of all other waste accepted together with any other information required by the Committee, shall be recorded by the Manager.

16. The charges for the acceptance of waste material shall be based on a tonnage rate and such other rates as may be set by the Committee from time to time, the said rates being set forth in Schedule "D" hereto and each municipality shall be billed for the acceptance of all waste material having its source within the said municipality at the said rates.

17. All accounts shall be prepared on behalf of the Committee and statements submitted to the municipalities on a quarterly basis that is to say, at the end of February, May, August, and November in each year, and the final account for each year shall be billed as of 30th November. Accounts shall be paid within 30 days of receipt.

18. The Parties agree that the items set forth in Schedule "E" shall be included in the costs of the operation.

19. The Parties agree that, whenever it is seen that the costs of operation exceed the income of the Committee, the Committee shall revise the

rates set out in Schedule "D" to permit the operation of the disposal site without creating a deficit.

20. The said land fill site shall at all times remain the property of Grimsby and upon termination of this agreement shall be free of any claim by any of the other parties hereto.

21. The within agreement shall become effective on the 1st day of July, 1971 and shall be irrevocable until the 30th day of June, 1974, but nevertheless always subject to unanimous agreement for amendment at any time.

22. If any dispute or question shall arise concerning the construction, meaning or effect of this agreement, such dispute or question shall be referred to the Senior Judge of the County Court of the Judicial District of Niagara North as an arbitrator by virtue of the said site being located within the said Judicial District and the provisions of the Section 347 of The Municipal Act shall apply.

IN WITNESS WHEREOF the Parties hereto have hereunto set their Corporate Seals under the hands of their Mayors and Clerks respectively.

SIGNED, SEALED AND DELIVERED)

- In the presence of -

THE CORPORATION OF THE TOWN OF GRIMSBY,

Mayor

Clerk

THE CORPORATION OF THE TOWN OF LINCOLN,

Mayor

Clerk

THE CORPORATION OF THE TOWN OF ELHAM,

Mayor

Clerk

THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN,

Mayor

Clerk

SCHEDULE "C"

DESCRIPTION AND REQUIREMENTS WITH RESPECT TO WASTE TO BE ACCEPTED  
AT THE GRIMSBY LAND FILL DISPOSAL SITE

1. All rejected, abandoned or discarded household waste either animal or vegetable.
2. Wearing apparel.
3. Waste paper.
4. Broken crockery, glassware and bottles.
5. Metal cans.
6. Grass cuttings and garden refuse.
7. Small bundles of cut brush having a maximum length of three feet.
8. Ashes, by which shall be meant a solid residue of any fuel for domestic heating and cooking purposes and soot or other cleanings from chimneys.
9. Other domestic or household refuse matter similar to the above.

SCHEDULE "E"

ITEMS TO BE INCLUDED IN OPERATING COSTS  
OF GRIMSBY LAND FILL DISPOSAL SITE

1. Provision of a suitable set of scales and protection of same.
2. Contractors' charges.
3. Manager's salary and fringe benefits.
4. Portion of Secretary-Treasurer's salary and fringe benefits.
5. Overhead administration costs of Town of Grimsby.
6. Cost of remodelling Manager's residence.
7. Telephone and utility charges of Manager's residence if not paid by Manager as tenant.
8. Insurance premiums of all kinds approved by the Committee.
9. Construction maintenance and snowcleaning of on-site roads after set-up work concluded.
10. Pest control costs.
11. Maintenance and costs of all facilities if not the responsibility of the contractor.
12. Remedial work on completed areas to meet the requirements of The Waste Managements Act and as directed by the Disposal Site Committee.
13. Final cover work on completion of site to the extent of minimum soil cover of 2 feet and seeding to permanent grass cover.
14. Such further and other expenses designated as expenses incidental to the management and operation of the site by the Committee.

NOTE: This page amended for substitution in the agreement on instruction of the Special Co-operative Committee adopted at its meeting held on 8th June, 1971, original paragraph 12 being revised and original paragraph 14 deleted.

DATED 1st June, 1971

THE CORPORATION OF THE TOWN OF GRIMSBY

- and -

THE CORPORATION OF THE TOWN OF LINCOLN

- and -

THE CORPORATION OF THE TOWN OF PELHAM

- and -

THE CORPORATION OF THE TOWNSHIP OF  
WEST LINCOLN

---

A G R E E M E N T

RE

LAND FILL DISPOSAL SITE

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G. F. D. COLWING,  
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Toronto, Ontario.