

THE CORPORATION OF THE
TOWN OF PELHAM
BY-LAW #283 (1974)

Being a by-law to authorize an agreement with certain municipalities for the joint management and operation of the Landfill Disposal Site.

WHEREAS by-laws may be passed by Councils of all municipalities for entering into agreements with one or more municipalities to provide for the maintenance, management and operation of garbage collection and disposal systems,

AND WHEREAS in 1971, the Corporations of the Town of Grimsby, the Town of Lincoln, the Town of Pelham and the Township of West Lincoln entered into an agreement for such purpose of the joint management and operation of landfill disposal site for the disposal of garbage and an agreement for that purpose,

AND WHEREAS the Public Works & Utilities Committee have reviewed the agreement and recommended adoption of same to Council,

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF PELHAM ENACTS AS FOLLOWS:

- (1) THAT an agreement to be dated _____, 1974 and made between the Corporation of the Town of Grimsby, 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 purpose of the joint management and operation of a landfill disposal site for the disposal of garbage and for the establishment of a joint Board of Management for the same be and the same is hereby authorized.
- (2) THAT the Mayor and Clerk be and each of them is hereby authorized to execute the said agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto and to deliver the same.
- (3) THAT one member of the Council be appointed by resolution from time to time to represent the Corporation of the said Board of Management.
- (4) THAT a copy of the said agreement when executed by all parties shall be attached to and form part of this by-law.

READ A FIRST, SECOND AND THIRD TIME
AND PASSED IN COUNCIL THIS 16th.
DAY OF December, 1974 A.D.


MAYOR


CLERK

MEMORANDUM OF AGREEMENT made in quadruplicate this 1st day of
July, A.D. 1974

B E T W E E N:

THE CORPORATION OF THE TOWN
OF GRIMSBY,

Hereinafter called "Grimsby"

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 Parties hereto entered into an agreement with respect to a Landfill Disposal Site dated the 1st day of June, 1971, which agreement expired on the 30th day of June, 1974, and it is desired by the Parties hereto that the said agreement shall be revived and extended according to the terms set forth herein;

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

1. The agreement respecting a Landfill Disposal Site dated the 1st day of June, 1971, made between the Parties hereto shall be revived and continued from this date in its entirety excepting only as amended hereby.
2. There being no further costs to be contributed at this time, it shall be considered that paragraphs 3, 4 and 5 of the said agreement have been carried into effect and shall be deleted.

3. Paragraph 12 referring to the dwelling house on the said site shall be deleted.

4. Paragraph 17 shall be deleted and in lieu thereof the following new paragraph shall be inserted:

"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 March, June, September, and December in each year and the final account for each year shall be billed as of the 30th day of December. The accounts shall be paid within 30 days of receipt".

5. Paragraph 21 shall be deleted and in lieu thereof the following paragraph shall be inserted:

"21. The within agreement as amended shall come in to force on the 1st day of July, 1974 and shall continue in force thereafter until terminated by mutual agreement or by the withdrawal of the contracting parties as hereinafter provided, but nevertheless it shall always be subject to amendment by unanimous agreement at any time".

6. The following paragraph shall be added to the said agreement as paragraph 21A: "21A. Each municipality shall have the right to give notice to the other municipalities of its intention to terminate the agreement insofar as it is concerned on the expiration of one year from the date of giving such notice. Such notice shall be given by registered mail addressed to the Clerks of the other municipalities. Upon the withdrawal of any municipality at the termination of such period of notice all proper accounts shall be taken as between the withdrawing municipality and the others and liabilities then established shall thereupon be settled. Should the Town of Grimsby withdraw from the agreement its rights under paragraph 20 shall be deferred until the last of the other municipalities shall have withdrawn."

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

W. H. Heston
Mayor

W. B. Braken
Clerk

THE CORPORATION OF THE TOWN
OF LINCOLN

Henry J. Bucknell
Mayor

W. M. H. J. D.
Clerk

THE CORPORATION OF THE TOWN
OF PELHAM

W. H. Heston
Mayor

W. H. Heston
Clerk

THE CORPORATION OF THE TOWNSHIP
OF WEST LINCOLN

C. H. Heston
Mayor

J. H. Heston
Clerk

DATED 1st July, 1974.

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

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