



**CORPORATION OF THE TOWNSHIP OF PRINCE**

---

**Bylaw 2024-36 Refuse to Landfill Agreement**

**THIS AGREEMENT** made in triplicate this 1<sup>st</sup> day of October 2024.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
hereinafter called the "City"

of the FIRST PART

- and -

**THE CORPORATION OF THE TOWNSHIP OF PRINCE**  
hereinafter called the "Township"

of the SECOND PART

**WHEREAS** pursuant to section 11 of the *Municipal Act*, 2001, S.O. 2001, c.25, waste management is within the sphere of jurisdiction of local municipalities;

**AND WHEREAS** pursuant to section 20 of the Act municipalities may enter into an agreement for their joint benefit on any matter that the municipalities have the power to provide within their own boundaries;

**NOW THEREFORE** the City and the Township, in consideration of the mutual terms and conditions herein contained, for other good and valuable consideration agree as follows:

1. TERM AND OPTION FOR RENEWAL

- (a) The parties acknowledge and agree that they entered into an Agreement dated April 4, 2011 (the "2011 Agreement") a copy of which is appended as Schedule "A" to this Agreement. Notwithstanding Section 1 of the 2011 Agreement, specifically the provision that the 2011 Agreement shall be valid for a period of three years commencing January 1, 2011 with the possibility of renewal for an additional one (1) year term, the parties hereto acknowledge and agree that the "term" of the 2011 Agreement was informally extended by the mutual agreement of the parties to September 30, 2024 and the parties operated at all times as though the 2011 Agreement was in full force and effect during that time. The parties herein agree to continue to be bound by the terms and conditions of the 2011 Agreement up until September 30, 2024, wherein this Agreement shall replace the 2011 Agreement and govern the relationship and commitments between the parties hereto.
- (b) This agreement shall be valid for a period of five (5) years commencing October 1, 2024 and ending on September 30, 2029 (the "Term"). Thereafter, this Agreement shall automatically renew on a year to year basis on the same terms and conditions (the "Renewal Term(s)") unless a party provides the other party with notice that it intends to terminate the Agreement at least ninety (90) days prior to the end of the Term or each applicable Renewal Term. The parties acknowledge and agree that such notice shall be validly given if it is in writing, addressed to the Clerk of the other party and sent by email or prepaid first class mail.

2. RECEIPT OF REFUSE AT CITY LANDFILL SITE

The Township shall be allowed to bring refuse collected within the Township to the City landfill site located at 402 Fifth Line East (the "Landfill") for the term of this Agreement.

3. FEE

- (a) The Township shall pay to the City the tipping fee that is applicable on the date of the Township's delivery of refuse to the City's landfill, specifically the fee for out of town customers as established and set forth in the City's annual User Fee By-law.
- (b) The Township shall pay to the City the amount invoiced to the Township by the City on a monthly basis. Payment shall be made by the Township within thirty (30) days of receipt of the invoice from the City.

4. TERMINATION

The City may by written notice given to the Township at any time terminate this agreement in whole or in part in the event that the Township fails, refuses, neglects or is unable to perform or discharge its obligations under this Agreement, or if the City receives an order or directive from the Ontario Ministry of Environment, Conservation and Parks which prohibits the City from continuing to accept refuse from the Township.

5. ASSIGNMENT

This Agreement may not be assigned in whole or in part by the Township.

6. DIRECTION OF CITY STAFF

While within the boundaries of the Landfill at 402 Fifth Line East, the employees, contractors and agent of the Township shall follow the direction of City staff. The Township, its employees, agents and contractors shall deposit the refuse where directed by City staff.

7. HOURS OF OPERATION

The Township shall transport refuse to the Landfill during normal landfill hours. As of the date of this agreement those hours are from 8:30 a.m. to 4:30 p.m. Monday to Saturday, with no Saturday operations during the winter months.

8. COMPLIANCE WITH CITY REFUSE COLLECTION BY-LAW 2022-24

The Township is aware of and will make its agents and contractors aware of The Corporation of the City of Sault Ste. Marie By-law 2022-24, which regulates refuse collection within the City and sets out definitions for non-collectible recyclables and non-collectible waste. The Township agrees to comply with and have its agents and contractors comply with the requirements of By-law 2022-24, as amended, so that non-collectible recyclables and non-collectible waste are not brought to the Landfill.

9. NOTICE

All correspondence or other notices related to the terms of the Agreement shall be delivered as set forth below:

For the City: Deputy CAO Public Works & Engineering Services  
The Corporation of the City of Sault Ste. Marie  
128 Sackville Road  
Sault Ste. Marie, ON P6B 4T6

For the Township. CAO/Administrator  
The Corporation of the Township of Prince  
3042 Second Line West  
Sault Ste. Marie ON P6A 6K4

10. WEIGHING OF REFUSE FOR BILLING PURPOSES

The parties acknowledge that the contractor retained by the Township collects both City and Township refuse on the same day. For the purpose of calculating the amount to be billed to the Township, the Township agrees to have its contractor collect refuse separately upon request so that the City can weigh the tonnage that is being collected from the Township. This weight measured bi-monthly calculation shall form the basis of the invoice sent to the Township or its contractor on a monthly basis.

11. AMENDMENT

This agreement may be amended at any time by agreement between the parties here.

12. TERMINATION

Notwithstanding the foregoing, either party may terminate this agreement on giving ninety (90) days notice in writing of its intentions to do so, which notice shall be validly given if it is in writing, addressed to the Clerk of the other party and emailed or mailed by prepared first class mail.

**IN WITNESS WHEREOF** the parties hereto have hereunto affixed their respective corporate seals as witnessed by the hands of their respective proper officers duly authorized in that behalf.


**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

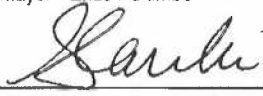
  
\_\_\_\_\_  
Mayor – Matthew Shoemaker

  
\_\_\_\_\_  
City Clerk - Rachel Tycziński

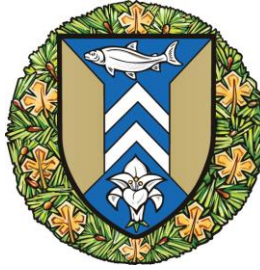
**APPROVED BY**  
CITY OF SAULT STE. MARIE  
BY-LAW# 2024-154

**THE CORPORATION OF THE TOWNSHIP OF PRINCE**

  
\_\_\_\_\_  
Mayor - Enzo Pakumbo

  
\_\_\_\_\_  
Deputy Clerk - Sam Carolei

**The Corporation of the  
City of Sault Ste. Marie**



**LEGAL DEPARTMENT**

November 15, 2024

**SENT VIA EMAIL: [clerk@princetwp.ca](mailto:clerk@princetwp.ca)**

Sam Carolei, Clerk  
Prince Township Municipal Office  
3042 Second Line West  
Prince Township, ON P6A 6K4

Dear Sam Carolei:

**RE: PRINCE TOWNSHIP – WASTE DISPOSAL AT FIFTH LINE – FULLY SIGNED AGREEMENT**

Enclosed please find one fully signed copy of the Agreement between the City and The Corporation of the Township of Prince for the disposal of refuse at the City's landfill site.

Yours truly,

Orsalina Naccarato, Supervisor  
Legal Department

ON/ep  
Enclosure

c. Dan Perri, Director of Public Works

\\citydata\LegalDept\Legal\Staff\LEGAL\P\Prince Township (Waste Disposal at Fifth Line) Agreement\Letter - Sam Carolei - Signed Agreement - November 15, 2024.docx