

1974

c 139 The City of Chatham Act, 1974

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CHAPTER 139

An Act respecting the City of Chatham*Assented to April 26th, 1974*

WHEREAS The Corporation of the City of Chatham, Preamble
herein called the Corporation, hereby applies for special
legislation in respect of the matter hereinafter set forth;
and whereas it is expedient to grant the application;

Therefore, Her Majesty, by and with the advice and consent
of the Legislative Assembly of the Province of Ontario,
enacts as follows:

1. Notwithstanding section 64 of *The Ontario Municipal* Agreement
validated
R.S.O. 1970,
c. 323
Board Act, by-law No. 6165 of the Corporation, set forth
in Schedule A hereto, passed by the council of the Cor-
poration on the 10th day of May, 1971, authorizing the
entering into of an Agreement set forth in Schedule B hereto,
with Ridge Landfill Corporation Limited dated the 3rd day
of May, 1971, providing for a sanitary land fill site for
the disposition of garbage by the Corporation upon the terms
and conditions as more particularly set out in the Agree-
ment for a period to expire on the 31st day of October,
1976, and the said Agreement, are hereby declared to be
valid and binding upon the Corporation and the ratepayers
and inhabitants thereof and upon Ridge Landfill Cor-
poration Limited.

2. This Act comes into force on the day it receives Royal Commence-
ment
Assent.

3. This Act may be cited as *The City of Chatham Act*,
1974.

SCHEDULE A

BY-LAW NUMBER 6165

OF THE CORPORATION OF THE CITY OF CHATHAM

A By-law to authorize the Mayor and Clerk to execute an Agreement with Ridge Landfill Corporation Limited with regard to the provision of a disposal site for garbage received from the City of Chatham, bearing the date, May 3rd, 1971.

Finally passed the 10th day of May, A.D. 1971.

WHEREAS the present Agreement with Alan F. Doey for the disposal of garbage from the City of Chatham is about to expire.

AND WHEREAS a new five year Agreement between the Ridge Landfill Corporation Limited and the Corporation of the City of Chatham commencing November 1st, 1971, has been drawn up bearing the date of May 3rd, 1971.

BE IT THEREFORE ENACTED by the Municipal Council of The Corporation of the City of Chatham as follows:

That the Mayor and Clerk be and they are hereby authorized to execute, on behalf of The Corporation of the City of Chatham, an Agreement dated the 3rd day of May, 1971, with the Ridge Landfill Corporation Limited, regarding the provisions of a disposal site for garbage received from the City of Chatham.

This By-law shall come into full force and effect on the final passing thereof.

Mayor.

City Clerk.

SCHEDULE B

THIS AGREEMENT made this 3rd day of May, A.D. 1971.

BETWEEN:

RIDGE LANDFILL CORPORATION LIMITED
hereinafter called the "Contractor",

OF THE FIRST PART,

—and—

THE CORPORATION OF THE CITY OF CHATHAM
hereinafter called the "Corporation",

OF THE SECOND PART.

WHEREAS the Corporation has accepted the tender of the Contractor for the provision and operation of a Sanitary Landfill Site for receiving and disposing of garbage from the Corporation.

AND WHEREAS the Parties hereto have agreed to enter into these presents to more particularly set out the terms of the Agreement between them.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained, the Parties hereto hereby covenant and agree as follows:

1. The Contractor will:

- (a) Provide a Sanitary Landfill Site and do all necessary work required to be done by the Contractor to receive all garbage from within the City limits of the Corporation in accordance with the specifications, instructions and regulations contained herein, and the Contractor will provide at his own expense all and every kind of labour, vehicles, tools, equipment, articles and things necessary for the due execution of the said work.
- (b) At all times operate the said Sanitary Landfill Site in accordance with the standards and procedures recommended by the Kent County Health Unit as set out in a letter dated September 28th, 1966 from E. G. Brown, M.D., D.P.H., Director and M.O.H., Kent County Health Unit, to Alan F. Doey, a copy of which letter is annexed hereto as Schedule "A" to this agreement, and in accordance with the following specifications:
 - (i) The Site for the prosecution of the work shall be the Northerly 53 acres of Lot 14, Concession 4, W. C. R., Township of Harwich in the County of Kent, or such other site or sites as the Corporation may from time to time approve.
 - (ii) The Contractor will at all times maintain an all weather road within his own property to allow the safe and speedy ingress and egress of vehicles.
 - (iii) The hours at the disposal site for the receiving of garbage from the Corporation shall be Monday to Friday, 8 o'clock a.m. to 5 o'clock p.m., and on Saturday, 8 o'clock a.m. to 12 o'clock noon, Eastern Standard time and Daylight

Saving time when in effect in Chatham. The disposal site will also be open to receive garbage on all holidays on which garbage is collected by the Corporation.

- (iv) The Corporation reserves the right to adjust the "open" hours at the disposal site, if in the opinion of the Engineer, it is necessary.
- (v) A suitable sign will be erected and maintained clearly marking the disposal site and the said hours for the receipt of garbage.
- (vi) The Contractor will provide lighting facilities and/or a telephone at the disposal site, if in the opinion of the Corporation they are necessary. The expense of erection, maintenance, and operation of the said facilities shall be the responsibility of the Contractor.
- (vii) In addition to garbage delivered by the City of Chatham garbage collectors, the Contractor will receive and dispose of the contents of one (1) truck each, daily, from Contractors, Commercial establishments, individual citizens, and industries having an address within the limits of the Corporation, provided the load does not exceed 15 cubic yards of loose material or 4 cubic yards of mechanically compacted material.
- (c) Assume the defence of and indemnify and save harmless the Corporation and its officers and agents from all claims relating to labour, materials and equipment furnished for the work, and to inventions, patents or patent rights used in doing the work. The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done to or caused by him, or his employees, or relating to the performance of the work, or any of his operations, or caused by reason of the existence or location or condition of any materials, plant, or machinery used thereon or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions, and covenants, and agrees to hold the Corporation harmless and indemnified from all such damages and claims for damages.
- (d) Together with a guarantee company (approved by the City) resident in Canada or authorized by law to carry on business in Canada, provide annually a one hundred percent (100%) bond for the due performance of this contract by the Contractor.

The said bond shall be deposited with the Clerk of the Corporation. The expense of obtaining the said bond shall be borne by the Contractor.
- (e) Obtain insurance in the amount of \$100,000.00 from an insurance company authorized to carry on business in Canada to cover its public liability and property damage liability under this contract.
- (f) At all times pay or cause to be paid, any assessment or compensation required to be paid pursuant to *The Workmen's Compensation Act*, and, upon failure to do so, the Corporation may pay such assessment or compensation to the Workmen's Com-

pensation Board and deduct the amount of such payment from the monies payable to the Contractor by the Corporation as hereinafter set out. The Contractor will, at any time during the performance or upon completion of the contract, at the request of the Corporation, obtain from the workmen's Compensation Board a certificate that all assessments or compensations payable to the Board have been paid.

- (g) Keep the work under his personal control, and shall not assign, transfer or sublet this contract or any portion thereof without first obtaining the consent of the Corporation, provided however, that the Contractor is hereby permitted to assign this contract to a private corporation of which he shall be the principal shareholder. The consent of the Corporation to any such assignment, transfer, or subletting, shall not however, relieve the Contractor of any responsibility for the proper commencement, execution and completion of the work according to the terms of this contract and the Contractor shall, either in person or through an accredited agent receive all notices, communications, orders, instructions or legal services as if he were performing the work with his own plant and his own men.

2. Should any overseer, mechanic, driver, or workman employed on or about the work or in connection therewith, give any just cause for complaint, the Corporation shall notify the Contractor in writing, stating the reasons therefor, and the Contractor shall dismiss such person forthwith, and he shall not again be employed by the Contractor in the performance of the work without the consent, in writing, of the City Engineer.

3. If the Contractor neglects or fails to commence operation on the date specified, or if he shall become bankrupt or insolvent, or compound with his creditors, or commit any act of insolvency, or shall transfer, assign or sublet or attempt to transfer, assign, or sublet this contract, or any part thereof without the consent of the Corporation, or if at any time the work or any part thereof is, in the judgment of the Engineer, not executed or not being executed, in a sound or workmanlike manner to his satisfaction and in all respects in strict conformity with the contract, or to comply with any reasonable order he may receive from the Engineer, or if the Contractor shall persist in any course in violation of any of the provisions of this contract, then, in each and every case, after twenty-four (24) hours written notice from the Corporation to the Contractor, the Corporation shall have the full right and power, at its discretion, without process or action at law, to take over the operation of the Sanitary Landfill Site for the purposes of this contract, or any part or parts thereof, as specified in the said notice, out of the hands of the Contractor and the Contractor upon receiving notice to that effect, shall vacate possession and give up said operation, or the part or parts thereof specified in the said notice, peaceably to the Corporation, which may either relet the same to any other person or persons, with or without its previously being advertised or may employ workmen and provide the necessary plant at the expense of the Contractor, or may take such other steps as it may consider necessary or advisable in order to secure the completion of the said contract to its satisfaction and the Contractor and his surety in every case shall be liable for all damages, expenditures, and extra expenditures and for all additional costs of the work which may be incurred by reason thereof.

4. Any notice or communication to the Contractor shall be deemed to be well and sufficiently given and served if handed to the Contractor or any of his clerks or agents or if posted or sent to the Contractor at Cedar Springs, Ontario. In any written notice to the Contractor in respect of any work required to be done under any of the provisions of this contract or of any other matter, it shall not be obligatory upon the Engineer to specify

minutely or in detail everything required, nor to specify by measurement the exact extent thereof, or the precise spot or spots where the work may be defective or faulty, or where any of the requirements of the contract have not been observed, but a reference in such notice to the clause or clauses bearing upon the matter, and a description of the locality in general terms and sufficiently clear, in the opinion of the Engineer, to indicate where the defect or trouble exists, shall be deemed to be, and shall be ample notice.

5. The term of this contract will be five consecutive years, commencing on the first day of November, 1971; negotiations for an extension of the term may be conducted at any time during the year 1976.

6. The Corporation will:

(a) And it does hereby approve the site provided by the Contractor for the operation of a Sanitary Landfill, composed of the Northerly 53 acres of Lot 14, Concession 4, W.C.R. in the Township of Harwich, in the County of Kent and Province of Ontario.

(b) Pay to the Contractor monthly in arrears not later than the 15th day of the following month, one-twelfth of the annual contract price. The annual contract price shall be calculated, for each calendar year, or part thereof, during which the term of this contract extends, at the rate of one dollar and ten cents (\$1.10) per capita of the Corporation's population as established by the Corporation's current revised assessment roll on the first day of January in each such calendar year.

7. Nothing herein contained shall be deemed to prevent the Contractor from receiving garbage for disposal at the said Sanitary Landfill Site in addition to that undertaken to be received by the Contractor pursuant to the provisions of this agreement.

8. In this contract "Engineer" or "City Engineer" shall mean the person, or persons, for the time being filling the office of the City Engineer of the Corporation or the person or persons then acting as such, or any other person authorized by the City Engineer to act on his behalf.

9. "Garbage" as referred to in this contract shall mean and include only, rejected, abandoned or discarded household waste, either animal or vegetable, wearing apparel, waste paper, broken crockery and glassware, bottles, cans, grass cuttings, garden refuse and other such refuse matter in packages, containers or bundles.

10. This contract shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Contractor and the Corporation have affixed their corporate seals, attested to by the hands of their proper officers in that behalf, the day and year first above written.

RIDGE LANDFILL CORPORATION LIMITED

THE CORPORATION OF THE CITY OF CHATHAM

Mayor

Clerk

Schedule A

September 28th, 1966.

Mr. A. F. Doey,
Doey Gravel & Construction Ltd.,
Cedar Springs,
Ontario.

Re: Sanitary Land Fill-Area Method
North 53 Acres, Lot 14, Conc. 4,
W.C.R. Harwich Township.
East 50 acres of Lot 15, Conc. 4,
W.C.R. Harwich.

Dear Mr. Doey,

Inspection of this site was carried out 26th September, 1966 by Mr. J. D. Heaman, Public Health Engineer of the Ontario Department of Health and by Mr. A. S. Hester, Chief Public Health Inspector for Kent County.

The inspection along with the report from Mr. David McGeorge as to the nature and porosity of the soil and level of the ground water table shows this site to be suited for use as a sanitary land fill area.

The following standards and procedures are recommended:

- (a) Access to sanitary fill area limited to those times when an attendant is on duty. Fencing, including a locking gate to preclude entry by unauthorized persons and indiscriminate dumping. The entire operation to be kept tidy.
- (b) A prominent sign declaring in effect—"No unauthorized dumping".
- (c) A sight barrier of trees, hedge, shrubs or earth bank to be established where adjacent to road.
- (d) A perimeter buffer zone or 'green belt' 20' wide to separate operation from adjacent land.
- (e) Drainage of surface water the entire site including the fill surface should be graded and provided with drainage facilities to minimize run off onto and into fill, to prevent erosion or washing of the fill and prevent the collection of standing water.
- (f) Modern measures for insect and rodent control to be employed.
- (g) Large items—provisions shall be made for disposal of large, heavy or bulky items which lie within the capabilities of the site, as established by the operator.
- (h) Burning—no garbage or other refuse containing garbage shall be burned. Burning of select materials may be done with the permission of the Health Unit.
- (i) Sewage solids or liquids to be excluded.
- (j) Hazardous materials—highly inflammable and corrosive substances and poisons not accepted unless special provisions are made for such disposal through the Health Unit.

(k) Variance from any of the aforementioned specifications may be granted on application to the Health Unit provided it can be shown that no nuisance or health hazards are created.

(l) A minimum of four feet of compacted earth between the water table (at spring of year) and floor of the excavation.

(m) Compaction of refuse and garbage must be effected at the end of each days fill, and after compaction each days fill to be covered with a minimum of six inches of compacted soil.

(n) A final twenty-four inches minimum of compacted soil must cover the entire fill area when completed.

It would be ideal to record the volume of (a) municipal garbage and refuse, (b) waste from industry, by actual weight, or number and size of truck loads or cubic measurement.

Free discussions re operation are invited.

Yours truly,

E. G. Brown, M.D., D.P.H.,
Director and M.O.H.,
Kent County Health Unit.

EGB.db.