

**CORPORATION OF THE MUNICIPALITY OF TWEED**

**BY-LAW NO. 2025-36**

A By-law to approve and authorize a Dissolution Agreement dated the 18<sup>th</sup> day of November, 2024 between the Centre and South Hastings Waste Services Board and the Corporation of the City of Belleville, the Corporation of the City of Quinte West, the Corporation of the Municipality of Centre Hastings, the Corporation of the Municipality of Marmora and Lake, the Corporation of the Municipality of Tweed, the Corporation of the Township of Tyendinaga, the Corporation of the Township of Stirling-Rawdon, the Corporation of the Township of Madoc, and the Corporation of the County of Prince Edward.

WHEREAS the Council of the Corporation of the Municipality of Tweed deems it expedient to execute the Dissolution Agreement between the Centre and South Hastings Waste Services Board and the Corporation of the City of Belleville, the Corporation of the City of Quinte West, the Corporation of the Municipality of Centre Hastings, the Corporation of the Municipality of Marmora and Lake, the Corporation of the Municipality of Tweed, the Corporation of the Township of Tyendinaga, the Corporation of the Township of Stirling-Rawdon, the Corporation of the Township of Madoc, and the Corporation of the County of Prince Edward;

NOW THEREFORE the Council of the Corporation of the Municipality of Tweed enacts as follows:

1. THAT Council hereby approves and authorizes the Dissolution Agreement dated the 18th day of November, 2024, a copy of which is attached as Schedule "A", and which shall form part of this By-law.
2. THAT the Mayor and Clerk are hereby authorized to execute the said Dissolution Agreement dated the 18th day of November, 2024 between the Centre and South Hastings Waste Services Board and the Corporation of the City of Belleville, the Corporation of the City of Quinte West, the Corporation of the Municipality of Centre Hastings, the Corporation of the Municipality of Marmora and Lake, the Corporation of the Municipality of Tweed, the Corporation of the Township of Tyendinaga, the Corporation of the Township of Stirling-Rawdon, the Corporation of the Township of Madoc, and the Corporation of the County of Prince Edward.
3. THAT the Clerk is hereby authorized to affix to the said Dissolution Agreement the Corporate Seal of The Corporation of the Municipality of Tweed.
4. THAT this By-law shall come into force and take effect immediately upon the passing thereof by the Council of the Corporation of the Municipality of Tweed.

Read a first, second, and third and final time, passed, signed, and sealed in open Council this 22nd day of April, 2025.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

SCHEDULE "A"

DISSOLUTION AGREEMENT

This Agreement made this 18th day of November 18th, 2024

BETWEEN:

THE CORPORATION OF THE CITY OF BELLEVILLE  
(hereinafter called "Belleville")  
OF THE FIRST PART  
AND  
THE CORPORATION OF THE CITY OF QUINTE WEST  
(hereinafter called "Quinte West")  
OF THE SECOND PART  
AND  
THE CORPORATION OF THE MUNICIPALITY OF CENTRE HASTINGS  
(hereinafter called "Centre Hastings")  
OF THE THIRD PART  
AND  
THE CORPORATION OF THE MUNICIPALITY OF MARMORA AND LAKE  
(hereinafter called "Marmora and Lake")  
OF THE FOURTH PART  
AND  
THE CORPORATION OF THE MUNICIPALITY OF TWEED  
(hereinafter called "Tweed")  
OF THE FIFTH PART  
AND  
THE CORPORATION OF THE TOWNSHIP OF TYENDINAGA  
(hereinafter called "Tyendinaga")  
OF THE SIXTH PART  
AND  
THE CORPORATION OF TOWNSHIP OF STIRLING-RAWDON  
(hereinafter called "Stirling-Rawdon")  
OF THE SEVENTH PART  
AND  
THE CORPORATION OF THE TOWNSHIP OF MADOC  
(hereinafter called "Madoc")  
OF THE EIGHTH PART  
AND  
THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
(hereinafter called "Prince Edward")  
OF THE NINTH PART

**WHEREAS** the parties hereto entered into an Agreement, amended July 27, 2005 whereby they established the terms and conditions of the Centre and South Hastings Waste Services Board (the "Agreement");

**AND WHEREAS** the Centre and South Hastings Waste Services Board (the "Board") has an Operating Agreement with GFL Environmental Services for the collection and processing of recycled materials with a term ending on August 4, 2025;

**AND WHEREAS** the Province of Ontario has introduced O Reg 391/21 transferring responsibility for residential blue box recycling from the respective municipalities in Ontario to producers;

**AND WHEREAS** the Board is scheduled to transition such services to Circular Materials Ontario which has been engaged by the producers to manage the transition across all of the Ontario Municipalities which has been scheduled for July 17, 2025;

**AND WHEREAS** operations at the materials recycling facility 270 West Street, Quinte West will terminate on July 17, 2025;

**AND WHEREAS** the Board owns the property, building and assets located at 270 West Street, Quinte West;

**AND WHEREAS** the Board will continue to operate the household hazardous and electronic waste depot located at 75 Wallbridge Crescent, Belleville through to December 31, 2025;

**AND WHEREAS** the assets located at 75 Wallbridge Crescent, Belleville, Ontario are owned by the Board, although the land is owned by Belleville;

**AND WHEREAS** the result thereof, the parties wish to terminate the Agreement and dissolve the Board and by this agreement wish to provide for the terms and conditions of such termination and dissolution;

**AND WHEREAS** pursuant to the terms of the Agreement termination must be authorized in writing by at least seventy-five (75) percent of the parties to the Agreement within the calendar year of 2024 to be effective December 31, 2025;

**AND WHEREAS** under section 3(g) of the Agreement provides for the distribution of any net proceeds of sale of the assets on a proportionate basis to the total financial contribution on dissolution of the Board;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration the parties hereto covenant and agree as follows:

**TERMINATION:**

1. The termination of the Agreement and the dissolution of the Board effective December 31, 2025 is hereby authorized and approved.
2. The termination of the collection and processing of recycling material effective July 17, 2025 on transition from the Board to Circular Materials Ontario is hereby authorized and approved.
3. The continuation of the household hazardous and electronic waste depot operations at 75 Wallbridge Crescent, Belleville, Ontario up to and including December 31, 2025 is hereby approved and the termination of such services effective December 31, 2025 is hereby approved.
4. The sale of any remaining assets held by the Board, including the assets held at 75 Wallbridge Crescent, Belleville, Ontario, the building, property and assets located at 270 West Street, Quinte West and all other assets of the Board to be completed on or before or as soon as possible after December 31, 2025 is hereby authorized and approved.
5. The parties confirm that the net proceeds after payment of all liabilities will be divided among the respective municipalities which are parties to this agreement in proportionate to the total financial contribution made by them over the term of the Agreement. Such amount shall be calculated by the Chief Financial Officer of the Board.
6. All steps required to terminate the operations including the termination of staff effective July 17, 2025 with the exception of the General Manager, whose employment will continue to December 31, 2025 including the payment of all severance, termination pay or other obligations or liabilities with respect thereof is hereby authorized and approved.
7. The terms of sale of any of the assets shall be determined by an ordinary resolution of the Board including purchase price and any other terms and conditions of such sale. The General Manager is hereby authorized to effect any resolutions or directions of the Board with respect to the dissolution and termination of the Board and its operations.
8. The distribution on a proportionate basis of the net proceeds shall proceed notwithstanding the terms of any trust, deemed trust, with respect to any assets which may be held in trust by any municipality for the benefit of the Board.
9. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

10. Time shall be of the essence of this agreement.

11. Any notice required or desired shall be sent in accordance with the terms of the Agreement and the other terms and provisions of the Agreement shall apply to this Agreement with necessary changes.

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*(signatures appear on the following pages)*

**IN WITNESS WHEREOF THE PARTIES HERETO EXECUTED THIS AGREEMENT THIS**  
**27th      day of   January, 2025**

**THE CORPORATION OF THE CITY OF BELLEVILLE**

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Per: Mayor

\_\_\_\_\_  
Per: Clerk

We have authority to bind the Corporation

**THE CORPORATION OF THE CITY OF QUINTE WEST**

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Per: Mayor

\_\_\_\_\_  
Per: Clerk

We have authority to bind the Corporation

**THE CORPORATION OF THE MUNICIPALITY OF CENTRE HASTINGS**

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Per: Mayor

\_\_\_\_\_  
Per: Clerk

We have authority to bind the Corporation

**THE CORPORATION OF THE MUNICIPALITY OF MARMORA AND LAKE**

\_\_\_\_\_  
Per: Mayor

\_\_\_\_\_  
Per: Clerk

We have authority to bind the Corporation

**THE CORPORATION OF THE MUNICIPALITY OF TWEED**

\_\_\_\_\_  
Per: Mayor

\_\_\_\_\_  
Per: CAO/Treasurer

We have authority to bind the Corporation

**THE CORPORATION OF THE TOWNSHIP OF TYENDINAGA**

\_\_\_\_\_  
Per: Mayor

\_\_\_\_\_  
Per: CAO/Deputy Clerk

We have authority to bind the Corporation

**THE CORPORATION OF THE TOWNSHIP OF STIRLING-RAWDON**

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Per: Mayor

\_\_\_\_\_  
Per: Clerk

We have authority to bind the Corporation

**THE CORPORATION OF THE TOWNSHIP OF MADOC**

\_\_\_\_\_  
Per: Mayor

\_\_\_\_\_  
Per: Clerk

We have authority to bind the Corporation

**THE CORPORATION OF THE COUNTY OF PRINCE EDWARD**

\_\_\_\_\_  
Per: Mayor

\_\_\_\_\_  
Per: Clerk

We have authority to bind the Corporation