

**MODIFIED SANITARY LANDFILL  
JOINT USE AND OPERATION AGREEMENT**

This Agreement made this 8<sup>th</sup> Day of October, 2000

**BETWEEN:**

**THE TOWN OF ST. PAUL  
Hereinafter called "the Town"  
Of the First Part**

and

**THE COUNTY OF ST. PAUL NO. 19  
Hereinafter called "the County"  
Of the Second Part**

**WHEREAS** the County is desirous of use, jointly with the Town, of a Modified Sanitary Landfill located at N.E. 21-57-9-W4, having been established by and on behalf of the Town;

**AND WHEREAS** the Town is prepared to allow the use of the Modified Sanitary Landfill to the benefit of the County and its residents under certain terms and conditions;

**AND WHEREAS** the Town and the County have reached an agreement which sets out the terms and conditions of the considerations for the joint use of the said Modified Sanitary Landfill.

**NOW THEREFORE** this agreement witnesseth that, in consideration of the mutual covenants and undertakings herein, the parties hereto agree as follows, namely;

**OPERATIONAL COST SHARING**

1. The County will pay an annual retainer fee of seventeen thousand two hundred dollars (\$17,200.00) to the Town of St. Paul.
2. When required, the County and Town will share in the cost of excavating a new pit or cell on a seventy percent (70%) Town and thirty percent (30%) County cost sharing basis.

**OPERATIONAL RESPONSIBILITIES**

- 3(a) The Town shall provide all operational services for the Modified Sanitary Landfill including, without limitation, manning the site, weekly maintenance to ensure all debris and garbage is disposed in the proper manner, compacting of garbage, fencing the site to ensure that all loose paper and debris is contained.

- (b) The Town shall operate the Modified Sanitary Landfill as a prudent operator of a Modified Landfill and shall comply with any directions and orders issued by the appropriate health authority or other regulatory agency.

#### **SITE OPERATION**

4. The parties agree that for the convenience and operation of the Modified Sanitary Landfill separate areas could be established and clearly identified for the storage and disposal of:
- (a) Metal, tire separation and other iron wastes;
  - (b) clean, burnable refuse such as building demolition and tree prunings.
5. The Town agrees to not charge a fee (if implemented) to any of the residents within the County for disposal of their garbage or debris at this Landfill. However, this would not include commercial compacted units.

#### **PAYMENT**

6. The County shall remit fifty percent (50%) of payment within thirty (30) days of receipt of an invoice from the Town on or about May 1 and November 1 of each year, as defined in Clause 1.

#### **SITE RECLAMATION**

7. Upon the Modified Sanitary Landfill having served its usefulness, the Town will proceed, at their discretion, with the reclamation of the site as may be proper and required, for which the expense will be borne by the Town and County at the same cost sharing basis as defined in Clause 2.

#### **FORCE MAJEURE CLAUSE**

8. Failure of performance by either party under this Agreement shall not constitute default hereunder or give rise to any claim for damages if and to the extent it is caused by occurrences beyond the control of the party affected, including, but not limited to decrees or orders of government (Federal and/or Provincial) acts of God, inability to procure materials or labour, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents (herein called "Force Majeure"). In the event that performance of this agreement in the reasonable opinion of either party is made impossible by Force Majeure, then either party shall so notify the other in writing, and the Town shall either:
- (a) notify the contractor that this agreement shall be deemed to have been terminated by the Town immediately; or

- (b) require the completion of the performance of this agreement with such adjustments as are required by the existence of the Force Majeure and as are agreed upon by both parties. Upon the termination of the Force Majeure the parties shall resume their obligations in accordance with the terms of this agreement.

**LENGTH OF AGREEMENT/RENEWAL**

- 9(a) This agreement shall be for the period from Oct 8/2000 to Apr. 8/2002 as of the signing thereof and shall be renewable for further term of one (1) year upon mutual consent of both parties.
- (b) This agreement may be terminated at any time upon mutual consent of both parties.

**IN WITNESS WHEREOF**, the parties hereto affixed their hands and corporate seals on the date and year first above written.

**TOWN OF ST. PAUL**

Per:   
MAYOR

Per:   
ADMINISTRATOR

**COUNTY OF ST. PAUL NO. 19**

Per:   
REEVE

Per:   
ADMINISTRATOR