

NUISANCE GROUND AGREEMENT

THIS AGREEMENT made in duplicate effective this ____ day of _____, 20__

BETWEEN:

THE VILLAGE OF _____ a municipal corporation in the Province of Saskatchewan, (hereinafter referred to as the "Village"). ...and...

THE RURAL MUNICIPALITY OF _____ NO. _____, a municipal corporation in the Province of Saskatchewan, (hereinafter referred to as the "R.M.").

WHEREAS pursuant to Section 254 of the Rural Municipality Act, 1989 and the Urban Municipality Act, 1984, a municipal council may authorize the making of an agreement for the performance of any matter or service that is considered to be a benefit to the municipality; and

WHEREAS the parties named above desire to associate with each other for the purpose of operating and maintaining a modified land-fill waste disposal ground and making contributions of capital, labour, and equipment as may be required from time to time.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein, the parties agree as follows:

1. The preamble hereto shall form an integral part of this agreement.
2. To continue to associate and work together and to further develop, operate and maintain the Modified Land-fill disposal ground, more particularly described as follows:

Except:

3. Each party agrees such equipment, capital, labour, and materials as may be required from time to time, to keep the area in an orderly and sanitary condition meeting SERM's Regulations.
 4. Each party agrees to share all costs incurred in the development and operation of the Waste Disposal Site including nuisance ground personnel wages at the following ratio: Village -60%, R.M. -40%.
 5. The Village shall accept responsibility for the administration of the site and shall pass such bylaws and regulations as may be required to provide for the operation of the disposal site described in Section 2 of this agreement.
 6. The parties agree to perform and do all acts necessary in order to authorize, execute and perform this agreement.
 7. Any Capital expenditures must be addressed separately and approved by the Council of the R.M. prior to project initiation.
 8. Each party agrees to share all costs incurred for a paper recycling bin; and further that the bin be located within the boundaries of the Village of Lancer.
 9. This agreement shall remain in force for as long as mutually agreed upon by the elected officials of the two subscribing Local Government areas.
 10. The Village of _____ shall indemnify the Rural Municipality of _____ No _____ from all claims, liabilities, losses, damages, costs (including legal fees), expenses and causes of action arising out of any breach or failure to perform by the Village or relating to injury or death of persons or loss of or damage to property caused by negligence or willful misconduct on the Villages' part, or on the part of contractors, officers, agents, or employees acting for the Village.
- IN WITNESS WHEREOF The Village of Lancer has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized

this ____ day of _____, AD, 20__.

VILLAGE OF _____

Mayor

Clerk

IN WITNESS WHEREOF The R.M. of _____ No. ____ has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this ____th day of _____, AD, 20__

R.M. OF MIRY CREEK NO. 229

Reeve

Administrator