

RURAL MUNICIPALITY OF MORRIS

BY-LAW NO. 1395/90

BEING a By-law authorizing the execution of an agreement between the R. M. of Morris and the Town of Morris for a Waste Disposal Facility.

WHEREAS there exists a waste disposal facility on part of the Northeast quarter (NE $\frac{1}{4}$) of Section 9, Township 6 and Range 1E.P.M.;

AND WHEREAS the Councils for the Rural Municipality of Morris and the Town of Morris have reached an understanding for the joint use and operation of this facility;


AND WHEREAS an agreement has been reached concerning the terms and conditions of the joint operation and use of this waste disposal facility;

THEREFORE BE IT RESOLVED that the Rural Municipality of Morris in Council duly assembled, enacts as follows:

1. That the Rural Municipality of Morris enter into an agreement with the Town of Morris for the purpose of the joint operation and use of the waste disposal facility located in part of the NE $\frac{1}{4}$ of Section 9-6-1E.
2. That the Reeve and Secretary-Treasurer are hereby authorized to sign all necessary documents on behalf of the Municipality in order to complete this agreement.

DONE AND PASSED in open Council of the Rural Municipality of Morris duly assembled this 11th day of October, 1990.


Reeve


Secretary-Treasurer.

THIS AGREEMENT made this *11* day of *October*, A.D. 1990.

BETWEEN:

THE RURAL MUNICIPALITY OF MORRIS
(hereinafter referred to as the Municipality)

of the first part,

- and -

THE TOWN OF MORRIS
(hereinafter referred to as the Town)

of the second part.

WHEREAS

- (a) The Municipality is operating a waste disposal facility situate near Rosenort, Manitoba on Pt. NE $\frac{1}{4}$ 9-6-1 EPM as more particularly described in Schedule "A" (hereinafter referred to as the "Nuisance Ground").
- (b) The Town desires to enter into a partnership with the Municipality for the purpose of making the Nuisance Ground available for the mutual benefit of the respective residents of the Municipality and the Town.
- (c) To induce the Municipality to enter into partnership with the Town for such purposes, the Town has agreed to pay the Municipality fifty (50%) per cent of the cost of acquiring the aforesaid lands; fifty (50%) per cent of all cost of developing the land including without restricting the generality of the foregoing; fifty (50%) per cent of all legal, survey and developing costs, related to the Nuisance Ground.

THE MUNICIPALITY AND THE TOWN AGREE AS FOLLOWS:

1. The Municipality and Town shall have mutual access to the Nuisance Ground effective May 15, 1990.
2. The Municipality is owner of the Nuisance Ground and hereby agrees that both parties to this agreement shall have mutual access to the Nuisance Ground, and the Municipality may not transfer, sell, pledge, encumber or otherwise dispose of its interest in the Nuisance Ground without the consent of the Town.
3. The Municipality and the Town shall operate the Nuisance Ground as a Class II waste disposal Ground under Manitoba Regulation 208/76 (as amended from time to time) for the sole purpose of providing a waste disposal Ground facility for (and only for) persons, firms, entities and the residents in the Municipality and the Town for (and only for) the disposal of 'solid waste' as defined in such Regulation and not for the disposal of 'bulky metallic waste' or 'liquid waste' as defined in such Regulation or any other waste.
4. The Municipality as the owner of the graded gravel surface all weather road affording access to the Nuisance Ground hereby agrees that until such time as the Nuisance Ground is closed to maintain access to the Nuisance Ground at all times.
5. Operation of the Nuisance Ground, namely matters relating to:
 - (a) ongoing operation and maintenance of the Nuisance Ground facility;
 - (b) ongoing maintenance of the access road;
 - (c) policing of the Nuisance Ground;

- (d) expansion of the Nuisance Ground;
- (e) restoration of the Nuisance Ground to its original state upon closure of such facility;

shall rest firstly in a management committee made up of two councillors from each of the Municipality and the Town and, in the event of lack of consensus within the management committee, secondly in a joint meeting of the respective councils of the Municipality and the Town and, in the event of failure of the joint councils to resolve any impasse, thirdly in the decision of the council of the Municipality; the intent being that in all matters of controversy there shall be full and open discussion and consideration given to the views of each of the Municipality and the Town, but the decision of the Municipality shall be controlling.

6. The Municipality shall be responsible to:

- (a) employ personnel and to
- (b) maintain the Nuisance Ground.

The Town shall pay one-half of such costs within thirty days of the receipt of an invoice from the Municipality setting forth the particulars its one-half share of the cost. The cost incurred by the Municipality shall be the Municipalities actual cost, and Municipality should not be entitled to mark up its cost.

7. The Municipality and the Town shall use their best efforts to ensure continuous and uninterrupted operation of the Nuisance Ground for the benefit of the Municipality and the Town.

8. This agreement shall continue until such time as the Nuisance Ground shall have reached maximum capacity, thereby rendering such facility incapable

of serving the Municipality and the Town. The closure of such facility (whether by reason of having achieved maximum capacity or by order of competent governmental authority or for any other cause whatsoever) shall terminate the Town and the Municipalities right to use the facility as a Nuisance Ground. Provided, however, the Municipality and the Town shall continue to share the cost of restoring the sight to its original state.

9. This agreement shall be effective from May 15, 1990.

10. The Municipality and the Town will execute any further instruments and perform any acts which are or may become necessary to give effect to and carry on the partnership as aforesaid.

IN WITNESS WHEREOF the parties hereto have executed this instrument under seal as of the *11* day of *October*, A.D. 1990.

THE RURAL MUNICIPALITY OF MORRIS

PER: *Paul Lussio* Reeve

PER: *J. McCarley* Sec.-Treas.

TOWN OF MORRIS

PER: *John J. ...* Mayor

PER: *...* Sec.-Treas.

SCHEDULE "A"

The West Half of the Northeast Quarter of Section Nine in the Sixth Township and First Range East of the Principal Meridian in Manitoba, excepting thereout all that portion contained within the limits of a survey the plan of which is filed in the Winnipeg Land Titles Office as No. 17349.

The most Westerly 149.9 feet in width of Legal Subdivisions Nine and Sixteen of Section Nine in the Sixth Township and First Range East of the Principal Meridian in Manitoba excepting out of said Legal Subdivision Nine all that portion thereof contained within the limits of a survey the plan of which is filed in the Winnipeg Land Titles Office as No. 17349.