

NORTH STAR SEWAGE LAGOON USE AGREEMENT

Memorandum of Agreement made as of the xxth day of xxx, 2022 A.D.

Between ;

The County of Northern Lights
in the Province of Alberta
[hereinafter referred to as the County]

of the first part

and

Company Ltd.
a corporate body having its head office in Manning
in the Province of Alberta
[hereinafter referred to as the Company]

of the second part

WHEREAS the County is Owner and Operator of the Northstar Sewage Lagoon located at NW-32-90-23-W5M within the County of Northern Lights (the Sewage Lagoon); and

WHEREAS the Company has requested the use of the Sewage Lagoon for the purpose of disposing of Residential Sewage collected from Residents within the County of Northern Lights ; now

THEREFORE in consideration of these premises and the mutual terms, covenants and conditions to be observed and performed, the County and the Company agree as follows:

1. The County hereby grants to the Company access to the Sewage Lagoon for the purpose of disposing of residential sewage collected from properties within the County. The Company agrees that use of the Sewage Lagoon is at its own risk.
2. The County hereby grants permission to the Company to use the Sewage Lagoon for the period of _____. The term of this agreement may only be extended if such extension is requested in writing by the Company and agreed to in writing by the County.
3. In consideration of the privileges herein granted, the Company covenants and agrees with the County as follows:
 - a) Except as otherwise specifically authorized, the Company will only dispose of Residential Sewage originating from private residential sewage septic tanks located on residential sites in the County of Northern Lights. The Residential

Sewage shall be free of sand, dirt, salt, hydrocarbons, and garbage. The Residential Sewage shall not under any circumstances contain solids or fluids collected from sumps.

- b) The Company shall keep a manifest of all loads delivered to the Lagoon. The manifest shall include: residential address, date, approximate quantity, drivers name and signature. The manifests shall be submitted to the County quarterly or upon request.
- c) Use of the Sewage Lagoon is restricted to the specified drivers and trucks listed in this agreement. The Company shall not permit use nor allow the use of this authorization for other trucks or drivers not specifically identified in this agreement.
- d) Prior to commencing access under this agreement, the Company's drivers will obtain orientation to and use of the Sewage Lagoon Site from the County's Utility staff. The driver shall only unload at the location specified by the County Staff during the orientation and will follow all instructions given by the County staff.
- e) The Company will only access the Sewage Lagoon during dry conditions, when the Truck will not cause damage, such as rutting conditions, to the access road and other County roads.
- f) Disposal of Sewage Collected from the Manning Airport and its tenants **is** permitted. This does not include sumps, fire retardant, or any other liquids. No other industrial, commercial, or camp sewage is permitted unless it is specifically authorized in writing by the County. The Company may submit a list industrial or commercial septic systems to the Director of Public Works for approval.
- g) Disposal of Sewage from adjacent towns or municipalities is not permitted.
- h) Normal access to the site is only permitted during the hours of 7am to 7pm. Prior notification will be provided the County Utilities Supervisor for any access outside of these hours.
- i) The use of the Sewage Lagoon shall comply with all requirements of the Provincial License (attached hereto).
- j) The Company shall obtain and maintain throughout the term of this agreement commercial general liability insurance with an insurance company acceptable to the County, protecting both the Company and the County against liability for bodily injury and death, and for damage to or destruction of property by the

Company or the sewage effluent disposed of by the Company at the Sewage Lagoon. The insurance coverage amount shall not be less than \$5,000,000 per occurrence. The insurance shall apply to the County and the Company in the same manner and to the same extent as if a separate policy had been issued to each and shall contain a cross liability clause. The insurance coverage shall contain a waiver of any right of subrogation by the insurers against the County.

- k) The Company while present at the Sewage Lagoon shall be the Prime Contractor for the purposes of the *Occupational Health & Safety Act, RSA 2000, c. o-2*.
4. In consideration of the Company performing the terms and conditions contained herein, the County covenants and agrees with the Company as follows:
- a) The County shall allow the Company and its designated drivers and trucks access to the Sewage Lagoon according to the terms and conditions set out in this agreement.
5. The parties hereto mutually agree as follows:
- a) The primary purpose of the Sewage Lagoon is to provide a sewage disposal system to the Hamlet of North Star. Any usage which impedes this primary purpose will, upon request by the County, be immediately discontinued.
 - b) The County operates the Sewage Lagoon in accordance with the Provincial License attached. This license forms part of this agreement.
 - c) The Company shall pay a yearly fee of _____ at the time of execution of this agreement. In addition, the Company shall be responsible for all costs associated with any damages arising from the Company failing to strictly adhere to the conditions of the agreement.
 - d) This agreement may be terminated by the County through written notice of termination being provided to the Company. Such termination is at the sole discretion of the County. The effective date of termination shall be 24 hours from the date of delivery of the notice. The County is not responsible for any losses or additional associated costs borne by the Company for loss of access to the Sewage Lagoon. In the event of termination by the County, a prorated portion of the yearly fee will be refunded.
 - e) Any notice, demand or other document required or permitted to be given under the terms of this Agreement shall be sufficiently given to the party to whom it is addressed if delivered, faxed or forwarded by registered mail

to the County at:

Director of Public Works
County of Northern Lights
PO Box 10, Manning AB T0H 2M0
Fax: _____

and to the Company at:

Company Ltd.
Box xxx
Manning, AB
T0H 2M0
Fax: _____

or to such other address as either party may furnish to the other from time to time.

6. This agreement will inure to and be binding upon the parties hereto, their respective administrators, successors and assigns.
7. The Company shall only allow the truck and drivers listed below access the sewage lagoon;

Company Truck Information (only one permitted):

Registered Owner: _____
License Plate # _____
Make _____
Model _____
Capacity _____

Driver Information. (only two Permitted):

Name: _____
Driver's License# _____
Cell Number: _____

Name: _____
Driver's License# _____
Cell Number: _____

7. The preamble paragraphs are hereby incorporated as an integral part of this agreement.

IN WITNESS WHEREOF this agreement has been duly executed by the parties hereto:

SEAL

Executed on behalf of the County

Director of Public Works

Executed on behalf of the Company

Witness

Manager

Name

Print Name