



Municipalité d'Alleyn et Cawood *Municipality of Alleyn and Cawood*

246

DQ9.1

Projet d'établissement d'un lieu d'enfouissement
technique à Danford Lake

Alleyn-et-Cawood

6212-03-112

Le 6 juin 2007

MEMBERS OF COUNCIL

Mayor
Joseph Squitti

Councillors

Michel Chartrand
Ricky Lafleur
Carl Mayer
Allen Peck
Charlene Scharf
Gerald Stevenson

Director General
Kim Cartier-Villeneuve

Municipal/Building Inspector
Richard Courchaine

SUPPORTERS OF:

Danford Lake Recreation
Association
President - Roger Johnson

Danford Lake Volunteer
Fire Fighters Association
Fire Chief - Jason Emery

Mont O'Brien Association
Interim President - Allen Noël

Madame Renée Poliquin
Coordonnatrice du secrétariat de la commission
Bureau d'audiences publiques sur l'environnement
Édifice Lomer-Gouin
575, rue Saint-Amable, bureau 2.10
Québec (Québec) Q
G1R 6A6

**Objet : Projet d'établissement d'un lieu d'enfouissement
technique à Danford Lake**

Madame,

Selon votre demande datée du 29 mai 2007, vous trouverez ci-jointe une copie du protocole d'entente signé entre la municipalité de Alleyn et Cawood et le promoteur LDC.

Lors de l'assemblée du conseil le 4 juin 2007, dans l'éventualité où le projet de LET est autorisé, le conseil municipal considère définitivement qu'un programme de contrôle des goélands devrait être exigé du promoteur pour une meilleure qualité de l'environnement au sein de notre municipalité.

Recevez, Madame, mes salutations distinguées.


Kim Cartier-Villeneuve
Directrice-générale

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Telephone: (819) 467-2941 Fax: (819) 467-3133

MEMORANDUM OF UNDERSTANDING
(Protocole d'entente)

BETWEEN : 6062954 CANADA INC., a corporation duly constituted, having its head office at 374 Giroux, Gatineau, Province of Quebec, J8P 2Y2, doing business under the name of **LDC Gestion et Services Environnementaux**, hereinacting and represented by Denis Rouleau, its sole director, duly authorized as he so declares

Hereinafter « **LDC** »

AND : MUNICIPALITY OF ALLEYN & CAWOOD, public administration duly constituted, having its principal place of business at 10, Jondee road, in Danford Lake, province of Quebec, J0X 1P0, duly represented by Joseph Squitti (Mayor) and Kim Cartier Villeneuve (Secretary Treasurer), duly authorized by virtue of a resolution, having the number 116-12-06, adopted during a special session of the municipal council, held on December 18th 2006;

Hereinafter « **the Municipality** »

HEREINAFTER « **the Parties** »

CONSIDERING that **LDC** will own an immovable property described as:

Part of lots 29 to 37, range 3 and part of lots 31 to 37, range 4 in the cadastre of the township of Alleyn, in the Municipality of Alleyn and Cawood.

Hereinafter « **the Property** »

CONSIDERING that **LDC** offers a donation for the benefit of **the Municipality** consisting of a dividend based on the operating activities of **LDC**, of 2.00 \$ per tonne of residual materials landfilled subject to decree 340-2006, April 26, 2006 (Province of Quebec), and subject to the conditions hereinafter set forth;

BOTH PARTIES AGREE AS FOLLOWS:

Article 1 - DIVIDEND

The Parties, in order to establish the dividend based on the operating activities of **LDC** concerning the present agreement, declare as follows:

1. The company **LDC** wishes to make a donation to **the Municipality** consisting of a dividend on the operating activities of the company of 2.00\$ per tonne of

residual materials landfilled subject to decree 340-2006, April 26, 2006 (Province of Quebec);

2. This dividend is a donation and voluntary contribution from the company **LDC**;
3. In accordance with article 6 of the Quebec Municipal Code, **the Municipality**, under its name, may acquire for its own purposes goods by purchase, donation, testamentary gift or otherwise;

Article 2 - CONDITIONS

The present dividend is accepted on the following conditions:

4. **The Municipality** accepts a dividend on the operating activities of the company of 2.00\$ per tonne of residual materials landfilled subject to decree 340-2006, April 26, 2006 (Province of Quebec);
5. This dividend does not bind **the Municipality** to negotiate with the company **LDC** for any contract of any nature;
6. This dividend shall be debited to **the Municipality's** general funds to be utilized for **the Municipality's** projects;
7. A receipt shall be issued for the value of the dividend on December 31 of each fiscal year, for the duration of the agreement;
8. This agreement is allowed with no consideration other than the donation it provides to **the Municipality**;
9. This agreement shall be in force as long as operating activities take place at the engineered landfill site situated on **the property**;

ARTICLE 3 – INTERPRETATION

10. Establishing the tonnage giving right to the donation shall be done from the weigh scale installed at the engineered landfill site situated on **the Property** and administered exclusively by the company **LDC**, all in accordance with article 9 of decree 340-2006, April 26, 2006 (Province of Quebec);
11. **The Municipality** may not contest, in any way, the annual tonnage as established in accordance with article 3 paragraph 2 of decree 340-2006, April 26, 2006 (Province of Quebec);
12. The residual materials subject to payment under this agreement are those determined to be ultimate waste to be landfilled only, they do not include, in general terms, those accepted at the site for other processes such as but not limited to, composting, recyclables, contaminated soils, temporary storage of household hazardous waste, daily cover;


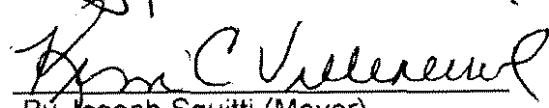
13. The dividend shall be paid once per year, in the three (3) months following LDC's fiscal year end;
14. The present agreement shall come in force at the time of start of the operations of the engineered landfill site situated on **the property**, provided all required approvals, authorizations and permits to operate an engineered landfill site are obtained.
15. **The Parties** specifically declare that they have requested the present Memorandum of understanding and all writing relating thereto to be drawn up in the English language. Les parties déclarent qu'elles ont demandé que le présent protocole d'entente et tout document y relatif soient rédigés en anglais.
16. In the event of the sale of all or substantially all of the assets of LDC to a third party ("Third Party Sale"), the Purchaser shall be obligated to respect all terms of this agreement. The intent of this article is to maintain this agreement in force for as long as the landfill is in operation.

IN WITNESS WHEREOF the parties have signed this agreement in Alleyn & Cawood this 5th day of January 2007.

6062954 CANADA INC.
doing business under the name of
LDC Gestion et Services
Environnementaux


By Denis Rouleau, Président

MUNICIPALITY OF ALLEYN &
CAWOOD



By Joseph Squitti (Mayor)
And Kim Cartier Villeneuve
(Secretary Treasurer)