



**SALT SHED – FAUQUIER COUNTY LANDFILL
MEMORANDUM OF AGREEMENT BETWEEN THE TOWN
OF WARRENTON AND FAUQUIER COUNTY**

THIS MEMORANDUM OF AGREEMENT ("MOA") is entered into as of the 7th day of January, ²⁰25 between the Town of Warrenton, VA ("Town") and Fauquier County ("County"), each a "Party" to this MOA and collectively the "Parties."

WHEREAS, the Town is a municipal corporation established by charter by the General Assembly of Virginia, whose principal place of address is 21 Main Street, Warrenton, VA 20186.

WHEREAS, the Town is located within Fauquier County, a county and political subdivision of the Commonwealth of Virginia.

WHEREAS, the Town and the County share various resources and utilities by agreement and understanding established between the two public entities throughout the years;

WHEREAS, the County possesses and controls, for public benefit, certain property generally located at 6438 College St., Warrenton, VA 20187, that is used as a landfill for the purposes of being a depository for rubbish and other refuse for the residents of Fauquier County, the Town of Warrenton, and the public at large (the "Fauquier County Landfill");

WHEREAS, it is the desire of the Town to construct a structure ("Salt Storage Facility") on the Fauquier County Landfill for the storage and usage of particular compounds (generally salts) which it is required to use in the execution of its duties to its residents;

WHEREAS, the County desires to use the Salt Shed upon construction for similar purposes, and share usage of the Salt Storage Facility with the Town;

WHEREAS, the Parties understand that the Town will be the party mainly providing the salts for storage and usage in the Salt Shed, and the consumption and usage of such salt by the County shall be based on an agreed cost-consumption agreement between the Parties;

WHEREAS, the construction of the Salt Storage Facility will be entirely financed by the Town; and

WHEREAS, the life-span of the Salt Storage Facility is estimated to be twenty-five (25) years upon completion of the structure;

WHEREAS, a description and depiction of the proposed Salt Storage Facility and its location in the Fauquier County Landfill is set out in a site plan ("Site Plan"), attached as "Attachment A" to this MOA;

NOW THEREFORE, PARTIES AGREE AS FOLLOWS:

1. **Introduction:** This MOA serves as a long-term agreement between the Parties, whereby the Town will construct a Salt Storage Facility on a portion of the Fauquier County Landfill property not to exceed 6.0 acres, to be used as a Salt Storage Facility by both Parties – which shall be the agreed purposes and function of the Salt Storage Facility for the means of interpretation of this MOA. Given the circumstances concerning the Town's investment in this construction of the Salt Storage Facility, it is agreed between the Parties that the County will not unreasonably compromise, negate, deny, or otherwise frustrate the Town's use of the Salt Storage Facility during the duration of the term of this MOA.
2. **Term:** The term of this MOA will run from the execution of this MOA until twenty-five (25) years after the day that the Salt Storage Facility begins being used by either of the Parties.
3. **Construction:** The County shall work in conjunction with the Town to facilitate the construction of the Salt Storage Facility, including the review and issuance of building and zoning permits provided that such issuance is in compliance with all applicable laws and ordinances, as well as promptly notifying the Town of any issue or concern regarding the Salt Storage Facility's construction as it relates to federal, state, and local law. The County agrees not to unduly delay the construction of the Salt Storage Facility. The Town will be responsible for obtaining any permits from the Virginia Department of Environmental Quality (DEQ) necessary for the use of the Salt Storage Facility as depicted on the Site Plan. The Town's responsibilities are not to be construed to be an assignment or assumption

of any other responsibilities Fauquier County owes to DEQ.

4. **Finance of the Construction:** The Parties understand and agree that the Town will finance and fund the construction of the Salt Storage Facility, and that all costs associated with the construction will be the sole burden of the Town, notwithstanding any costs that directly arise from the County's undue delays to the construction of the structure.
5. **Access Control:** The Parties will grant equal access to each other of the Salt Storage Facility as a shared space for the purposes of storing salts. Access will also be granted, and otherwise unimpeded by the Parties. Any reasonable and legal requirement for access to the Salt Storage Facility to be obstructed by either Party shall be submitted to the other Party at least fourteen (14) business days prior to access needed. The Parties shall supply a list of all approved employees who may have access to the Salt Storage Facility. The County will grant access to all Sheriff's Office and Fire Rescue System personnel on request. Any Sheriff's Office or Fire Rescue System request shall be processed through the Sheriff or Fire Chief, respectively.
6. **Maintenance and Repair:** The Town shall be responsible for all routine maintenance and repair of the Salt Storage Facility throughout the term of this MOA. The County shall be responsible for the maintenance and repair of any damage to the Salt Storage Facility caused by its use of the spaces. This will include maintaining appropriate insurance for the Salt Storage Facility naming the Town as an insured party.
7. **Insurance:** The Town and the County shall maintain general liability insurance and property insurance in amounts satisfactory to the Parties, naming the other Party as an additional insured party.
8. **Termination and Renewal:** This MOA may be terminated only upon written agreement between the Parties, by a non-breaching Party in the event the other Party materially breaches this MOA. A material breach will be construed as an act or omission that frustrates the purpose of this MOA or the access or usage of the Salt Storage Facility by either Party. Where loss or damage due to the result of a material breach, the non-breaching Party may recover reasonable damages directly arising from that breach, with such damages not to exceed the actual costs of construction of the Salt Storage Facility. This MOA may be renewed for additional terms upon the mutual agreement of the Parties – and insofar as can reasonably be expected of the lifespan of the Salt Storage Facility.
9. **Amendments:** Any modifications to this MOA must be expressly agreed to in writing and signed by an authorized representative of each Party.

10. **Access Requirements.** The Town agrees to the following access requirements in connection with the Salt Storage Facility:
 - 10.1. Unless otherwise agreed to by the Parties, the Town and its agents and employees will use the entrance and accessways, and follow the traffic patterns, as shown on the Site Plan.
 - 10.2. The Town will pave, or cause to be paved, the access roads labeled with "Asphalt Paving" on the Site Plan.
 - 10.3. The Town will approve the sight distance to the west of the entrance to the Salt Storage Facility as may reasonably be required by the County.
 - 10.4. Unless otherwise agreed to by the Parties, all loading and unloading of trucks will occur inside the Salt Storage Facility.
11. **Runoff.** The Town will collect any liquids and/or water from the interior of the Salt Storage Facility in a storage tank and shall have it disposed of in a manner consistent with applicable regulations on a regular basis.
12. **Application of Salt.** The Town agrees to apply salt to the paved areas upon the Fauquier County Landfill in accordance with the Town's standard practices for application of salt in connection with weather events with respect to the Town's roads.
13. **Entire Agreement:** This MOA constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, and understandings, whether written or oral.
14. **Governing Law:** This MOA shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
15. **Notices:** Notices required hereunder shall be valid upon receipt when delivered by hand or by First Class US Mail, certified, return receipt requested, addressed as follows:
 - 15.1. If to Town:
Town Manager
21 Main Street
Warrenton, Virginia 20186
 - 15.2. If to County:
Janelle J. Downes, County Administrator
10 Hotel Street
Warrenton, Virginia 20186

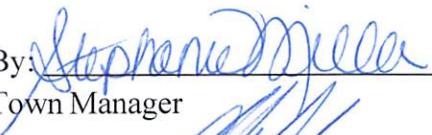
IN WITNESS WHEREOF, the Parties have made and executed this Agreement to be effective, as of the day and year first above written.

APPROVED AS TO FORM
AND LEGALITY:



Town Attorney

TOWN OF WARRENTON,
VIRGINIA, a Virginia municipal
corporation.

By: 
Town Manager

By: 
Mayor

APPROVED AS TO FORM:

Matthew Michaelson
County Attorney

FAUQUIER COUNTY, VIRGINIA

By: 
County Administrator

