

LINDEN TRANSFER STATION
(for access by Acme Residents)
Effective January 1, 2020

MEMORANDUM OF AGREEMENT MADE EFFECTIVE THIS 1ST DAY OF JANUARY, 2020.

BETWEEN:



KNEEHILL COUNTY
BOX 400, THREE HILLS, ALBERTA
T0M 2A0
(hereinafter called the "County")

AND



THE VILLAGE OF ACME
BOX 299, ACME, ALBERTA
T0M 0A0

Whereas the County operates a waste disposal/recycling site on land which it owns, namely – Part of the North West of Section 19, Township 30, Range 25, West 4th Meridian in the Province of Alberta, commonly known as the Linden Transfer Station.

And Whereas the layout of the waste disposal site is shown on the site plan "A" attached to and forming part of this agreement and same includes:

- a) Two metal transfer bins used for temporary storage for household garbage
- b) A site for recycling paint, electronics and car batteries
- c) A site for recycling of scrap metal, white metal and wire
- d) A site for recycling of tires
- e) A site for recycling cardboard and newsprint
- f) A site for burning clean burnable materials such as trees, branches and clean lumber

It is hereby agreed that hazardous materials such treated grain, agriculture plastic containers/packaging of pesticide or herbicide chemicals, antifreeze, oil or oil products, or other materials deemed unacceptable by Kneehill County Bylaw 1684, and amendments thereto, shall not be disposed of at the transfer site.

NOW THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

THE TERM:

1. The term of this agreement will be from January 1, 2020 to December 31, 2024.

THE COUNTY:

1. Will allow its said land to be used by any County resident and Village of Acme resident for disposal of household garbage and other refuse, in accordance with the terms of this agreement.
2. Will accept responsibility for the operation and maintenance of the garbage transfer site including but not limited to, recycling containers for cardboard and newsprint, car battery recycling, scrap metal recycling, e-waste recycling, tire recycling, snow removal and grass cutting.
3. Will accept responsibility for the operation and maintenance of all buildings on site including but not limited to, site office, site restroom facilities.
4. Will hire, compensate, supervise, train and be responsible for the site attendant and will also carry the appropriate liability, property damage, fire and theft insurance as may be required in connection with the operation of the said site.
5. Will continue its membership and participation in the Drumheller and District Solid Waste Association.
6. Will ensure that the site is operated and maintained in a manner satisfactory to the Province of Alberta as required under the Environmental Protection Act. Will accept all liability for the reclamation and/or clean-up due to non-compliance issues which may be required by the Province of Alberta under the Environmental Protection Act or other subsequent acts and regulations.

THE VILLAGE OF ACME:

1. Will assume and accept to pay to the County a one-time flat fee per calendar year to offset costs for operation and maintenance of the transfer station site. This flat fee payable annually to the County will be \$2,700.00 beginning January 1, 2020 for the duration of the agreement.
2. Will continue its membership and participation in the Drumheller and District Solid Waste Association.

GENERAL TERMS:

1. The site is to be adequately and properly supervised during business hours for public use.
2. The site is to be open to the public a minimum of three days a week.
3. The Village of Acme residents will have access to the site during regular scheduled hours to dispose of any material accepted at the site.

4. The terms of this agreement may be changed if mutually agreed upon by the parties hereto, and will continue on a year to year basis.
5. The agreement may be terminated by provisions of six (6) months written notice by either party and negotiations would be entered into to determine how any assets acquired under this agreement are to be disposed of, and what compensation, if any, is payable to either party by the other as a result of terminating this agreement. If a satisfactory solution cannot be reached, both parties agree to enter into binding arbitration as provided for under the rules and regulations of the Arbitration Act of Alberta.

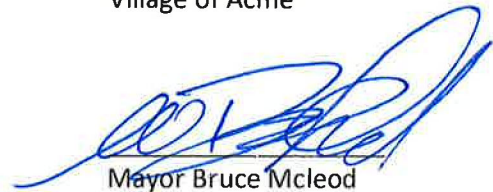
In Witness whereof Kneehill County has hereunto affixed its corporate name and seal this 14th day of April 2020 and the Village of Acme has hereunto affixed its corporate name and seal this 23rd day of MARCH 2020.

Kneehill County


Reeve Jerry Wittstock


CAO Mike Haugen

Village of Acme


Mayor Bruce McLeod


CAO Gary Sawatzky

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