

# ACME TRANSFER STATION AGREEMENT

Effective January 1, 2020

MEMORANDUM OF AGREEMENT MADE EFFECTIVE THE 23<sup>RD</sup> DAY OF MARCH 2020

BETWEEN:



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

AND



THE VILLAGE OF ACME  
BOX 299, ACME, ALBERTA  
TOM 0A0  
(hereinafter called the "Village")

Whereas the Village operates a waste disposal site on land which it owns, namely – Part of the South West of Section 19, Township 29, Range 25, West 4<sup>th</sup> Meridian in the Province of Alberta.

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) Transtor bins used for temporary storage for household garbage as determined by Drumheller and District Solid Waste Management Association
- b) A site for recycling paint, oil and car batteries
- c) A site for storage of compost material such as grass clippings, leaves, garden waste and vegetable food waste
- d) A site for recycling cardboard and newsprint

It is hereby agreed that hazardous materials such as treated grain, plastic containers/packaging of pesticide or herbicide chemicals, antifreeze, 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 VILLAGE:

1. Will allow its said land to be used by any County resident or Village 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, used oil and car battery recycling, accepted compost, 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 dispose of its household garbage in transfer bins and 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.
7. The Village agrees that \$3,000 of the annual funds received from Kneehill County each year, will be placed in a capital replacement fund. At any given time, the Village may utilize these funds for up to 50% of the capital costs at the waste disposal site. Capital expenditures, which fall outside of this fund, are to be mutually agreed upon by both parties before proceeding with expense. To account for the budgeting procedure, proposed capital projects are to be agreed upon by September 1<sup>st</sup> of the preceding year.
8. Any capital costs or projects over and above this threshold will be negotiated separately between the Village and County. Capital is a non-financial asset with a physical substance that:
  - Is used on a continuing basis for operations.
  - Has an economic useful life beyond one year.
  - Is not for sale in the ordinary course of operations.
  - Has a value of \$5000.00 or more.Examples of possible capital projects include construction/replacement of site buildings, cement pads, barriers, fencing, etc.

#### THE COUNTY:

1. Will assume and accept to pay to the Village a one-time flat fee per calendar year to offset costs of the transfer station site. This flat fee payable annually to the Village will be \$21,500 beginning January 1, 2020 for the duration of the agreement.

2. Will maintain its membership and participation in the Drumheller and District Solid Waste Association.

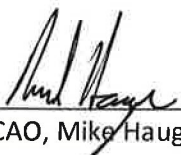
GENERAL TERMS:

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 and the hours of operation are to be mutually agreed upon by the Village and the County.
3. The Village, its agents or employees, will retain unlimited access to the site in order to dispose of any waste generated by and or collected by the Village; however, the site shall not be open to the public during that time.
4. Kneehill County residents will have access to the site during regular scheduled hours to dispose of any material accepted at the site.
5. The operation and maintenance of this site is to be satisfactory to both the Village and the County.
6. 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.

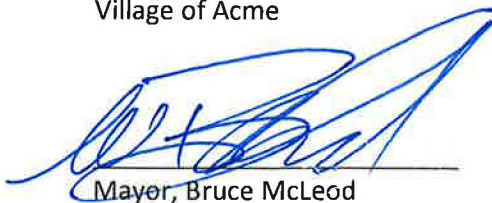
In Witness whereof Kneehill County has hereunto affixed its corporate name and seal this 19<sup>th</sup> day of April 2020 and the Village of Acme has hereunto affixed its corporate name and seal this 23<sup>rd</sup> day of MARCH 2020

Kneehill County

  
\_\_\_\_\_  
Reeve, Jerry Wittstock

  
\_\_\_\_\_  
CAO, Mike Haugen

Village of Acme

  
\_\_\_\_\_  
Mayor, Bruce McLeod

  
\_\_\_\_\_  
CAO, Gary Sawatzky