

**TRANSFER STATION
JOINT USE AND OPERATION AGREEMENT**

THIS AGREEMENT MADE THIS 01 DAY OF JANUARY, 2013.

BETWEEN:

**THE TOWN OF ELK POINT
Hereinafter called "the Town"**

- and -

**THE COUNTY OF ST. PAUL NO. 19
Hereinafter called "the County"**

WHEREAS the Town has established a Level 1 Class III Transfer Station at SW 36-65-7-W4;

AND WHEREAS the County and the Town have reached an agreement, which sets out the terms and conditions for the joint use of the Transfer Station;

AND WHEREAS this agreement will become effective January 1, 2013;

NOW THEREFORE and in consideration of the mutual covenants and undertakings herein, the County and the Town agree as follows:

OPERATIONAL RESPONSIBILITIES

1. The Town shall provide all operational services for the Transfer Station including, without limitation, maintaining the site, roads, fencing and manning the site (two days a week).
2. The Town shall operate the Transfer Station as a prudent operator of a Transfer Station and shall comply with any directions and orders issued by the appropriate regulatory agency.
3. The County shall be responsible to empty all County owned bins (wet garbage containers weekly and pesticide, herbicide and metal containers as required).

OPERATIONAL COSTS

4. The Town and County agree to share the costs equally for the operation of the transfer station.
5. The Town will provide a budget for each municipality to review and approve prior to December of each year.

6. The Town agrees to bear the entire expense for removal of the refuse from the Town bins.
7. The County agrees to bear the entire expense for removal for the refuse from the County bins.

SITE OPERATION

8. The parties agree that for the convenience and operation of the Transfer Station separate areas shall be established and clearly identified for the storage and disposal of:
 - a. scrap metal, appliances, tire separation and other iron wastes;
 - b. pesticides and chemical containers; and
 - c. clean, burnable refuse such as building demolition and tree prunings.
9. All work performed at the site shall be authorized by the Town.
10. Schedule "A" Dumping Fees will apply to certain materials.
11. Commercial dumping by pre-approved appointment only.
12. No dumping without a Town issued pass.

PAYMENT

13. The County shall remit monthly payments to the Town based on 50% of the monthly approved budget with reconciliation to take place prior to the final payment of the year.

FORCE MAJEURE CLAUSE

14. Failure of performance by either party under this Agreement shall not constitute default hereunder or give rise to any claim for damages if and to the extent it is caused by occurrences beyond the control of the party affected, including, but not limited to decrees or orders of government (Federal and/or Provincial) acts of God, inability to procure materials or labour, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents (herein called "Force Majeure"). In the event that performance of this agreement in the reasonable opinion of either party is made impossible by Force Majeure, then either party shall so notify the other in writing, and the County shall either:
 - a. notify the contractor that this agreement shall be deemed to have been terminated by the Town immediately; or



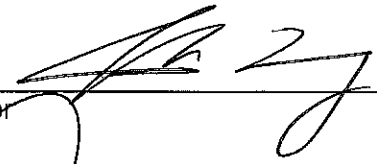
- b. require the completion of the performance of this agreement with such adjustments as are required by the existence of the Force Majeure and as are agreed upon by both parties. Upon the termination of the Force Majeure the parties shall resume their obligations in accordance with the terms of this agreement.

LENGTH OF AGREEMENT/RENEWAL

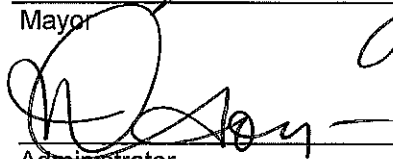
- 15. This agreement shall remain in full force from the effective date until amended or terminated by either party, provided that the party wishing to amend or terminate this agreement shall give to the other party one (1) year notice in writing of its intention to amend or to terminate.

IN WITNESS WHEREOF, the parties have hereto affixed their hands and corporate seals on the date and year first above written.

TOWN OF ELK POINT

Per: 

Mayor

Per: 

Administrator

COUNTY OF ST. PAUL NO. 19

Per: _____
Reeve

Per: _____
Chief Administrative Officer

SCHEDULE "A"

Fridges, Freezers, Water Coolers		\$ 20.00
Unbagged Leaves, Grass, Garden Waste for Composing.....		No Charge
Trees, Shrubs, Burnables		No Charge
Salvageable Scrap Metal		No Charge
Environmental Friendly Demolition Material	1 Ton	\$ 50.00
	½ Ton	\$ 30.00
Material (Burnable)		No Charge
Shingles/General Demolition/Cement	1 Ton	\$ 50.00
	½ Ton.....	\$ 30.00
Mixed Load	1 Ton	\$100.00
	½ Ton	\$ 60.00
Pre approved Tires Only		No Charge
Wet Batteries (Cars)		No Charge
Dry Batteries (Dry Cell)		No Charge

Transfer Station (2013) Budget

Revenue

Fees	\$	5,000.00
County of St. Paul-(\$4,500.00/per month)	\$	54,000.00
Total	\$	<u>59,000.00</u>

Expenditures

Salaries	\$	22,000.00
Employer Contribution	\$	6,000.00
Hired Services (Packing Dry pit 4 times)	\$	6,000.00
Travel Transfer Station	\$	1,000.00
Insurance	\$	500.00
Utilities	\$	500.00
Tipping Fees (Metal) & Hauling	\$	2,000.00
Tipping Fees (Ashes) & Hauling	\$	6,000.00
Pit Replacement (6 years Captial Reserve)	\$	5,000.00
Public Works (Equipment & Operators)	\$	60,000.00
Total	\$	<u>109,000.00</u>

Usage:

County 60%

Town 40%

February 22, 2013