



## ***TOWN OF ELK POINT***

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P.O. Box 448  
Elk Point, Alberta  
T0A 1A0

File No. 16-294

October 20, 2016

County of St. Paul No. 19  
5015-49 Avenue  
St. Paul, Alberta  
T0A 3A4

ATTENTION: Sheila Kitz, Chief Administrative Officer

Dear Sheila,

RE: Draft Quik Pick Agreement  
Town of Elk Point & County of St. Paul  
Elk Point & District Transfer Station

Please find enclosed a "Draft" Agreement for Quik Pick Waste Disposal.

Please review the Agreement and provide comments, concerns and any changes so we can finalize.

Thank you.

Sincerely,

Ken Gwozdz  
Chief Administrative Officer  
Town of Elk Point

KG/by

Encl.

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2016.

BETWEEN;

COUNTY OF ST. PAUL NO. 19 in the PROVINCE OF ALBERTA  
(hereinafter referred to as the "County")

AND

THE TOWN OF ELK POINT in the PROVINCE OF ALBERTA  
(Hereinafter referred to as the "Town")

AND

QUIK PICK WASTE DISPOSAL in the PROVINCE OF ALBERTA  
(Hereinafter referred to as "Contractor")

WHEREAS Quik Pick has agreed to provide Containers for recycling at the Elk Point & District Transfer Station (hereinafter called "the lands") to the Town and County; and

WHEREAS the Town and County have agreed to enter into an agreement with the Contractor to provide recycling containers at the Elk Point & District Transfer Station for cardboard, newsprint and plastic.

NOW THEREFORE, THIS AGREEMENT WITNESSETH THAT in consideration of the promised mutual terms, covenants, and conditions contained herein the parties agree as follows:

1. The term of this Agreement will be effective from February 1, 2017 until February 1, 2020 subject to the rents hereby reserved and the agreements, conditions, covenants, exceptions, stipulations, and reservations contained herein. The parties may jointly agree to renew this agreement for an additional 3 years. The Parties may also jointly agree to review or amend this Agreement from time to time provided that all parties agree to review and amend.
2. The Contractor agrees to provide four (4) recycling containers from a 3 yd to 6 yd capacity for cardboard, newsprint and plastic at the Elk Point and District Transfer Station at a cost of \$4,218.24 per year (February 1, 2016 – February 1, 2017).
3. The County and Town will each pay fifty percent (50%) of the operating expenses for recycling containers at the Elk Point and District Transfer Station to the Contractor. Contractor to invoice the Town and County monthly.
4. This Agreement shall remain in full force from the effective date until the expiry date unless amended or terminated by either party provided that the party wishing to amend or terminate this Agreement shall give the other party one (1) month written notice of its intention to amend or terminate.
5. This Agreement shall ensure to the benefit of and be binding upon the parties herein and their respective heirs successors, and assigns.
6. The Contractor agrees to place the recycling containers on the lands as required by the Town.

7. The Contractor agrees to pick up the recycling containers weekly.

**IN WITNESS WHEREOF** the parties have hereunto executed this Agreement as of the date first written above.

SIGNED, SEALED AND DELIVERED  
in the presence of:

**QUIK PICK WASTE DISPOSAL**

**COUNTY OF ST. PAUL NO. 19**

Per: \_\_\_\_\_ (seal)  
Owner

Per: \_\_\_\_\_ (Seal)  
Chief Administrative Officer, Sheila Kitz

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Reeve, Steve Upham (Seal)

\_\_\_\_\_  
Owner (seal)

**TOWN OF ELK POINT**

\_\_\_\_\_  
Printed Name

Per: \_\_\_\_\_ (Seal)  
Chief Administrative Officer, Ken Gwozdz

\_\_\_\_\_  
Mayor, Parrish Tung (Seal)