

WASTE TRANSFER & RECYCLING STATION JOINT CAPITAL AND OPERATING AGREEMENT

This Agreement Made _____ Day of _____, 2019

BETWEEN:

The Town of St. Paul
Hereinafter called "The Town"
Of the First Part

-and-

The County of St. Paul No. 19
Hereinafter called "The County"
Of the Second Part

WHEREAS: The Town and County will jointly operate a Level I Waste Transfer Station & Recycling Station at PSE 16-58-9-W4th

AND WHEREAS the Waste Transfer and Recycling Station will be for the specific use of both Town and County residents.

AND WHEREAS the Town and the County have reached an agreement, which sets out the terms and conditions of the considerations for the joint operation and use of the said Waste Transfer and Recycling Station.

NOW THEREFORE this agreement witnesses that, in consideration of the mutual covenants and undertaking herein, the parties hereto agree as follows, namely;

CAPITAL AND OPERATING COSTS

1. The County and the Town will split the capital and operating costs for the Waste Transfer Site on a 75:25 basis, with the 75% (seventy-five percent) of said capital and operating cost being attributed to the Town and 25% (twenty-five percent) of said capital & operating development costs being attributed to the County.
2. For any unbudgeted capital purchases over \$30,000.00, we will need approval from both the Town and County Councils.
3. For any unbudgeted operational and/or capital purchase under \$30,000.00, we need approval from both the Town and the County Councils, and the cost sharing arrangement will be negotiated on an individual basis.

OPERATIONAL RESPONSIBILITIES

4. The Town will administer all financial responsibilities regarding capital and operating, and the Town will invoice the County for their required share annually.

5. The Town will provide a preliminary operating and capital budget for the County to review and approve prior to December 1st of each year for the next fiscal year.
6. The Waste Transfer and Recycling Station will be operated by the Town to those standards set out and abided by the Evergreen Waste Commission as per the Facilities Operating Agreement.

REVENUE ALLOCATION

7. Any revenue generated by the Waste Transfer Station will be allocated between the Town and the County on 75% (seventy-five percent) Town and 25% (twenty-five percent) County basis.

FORCE MAJEURE CLAUSE

8. 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 labor, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents (herein called "Force Majeure"). If 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 either:
 - a. The agreement shall be deemed to have been terminated immediately; or
 - b. Require the completion of the performance of this agreement with such adjustments as 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

9. This agreement shall remain in full force from the effective date for a five (5) year term to expire March 31, 2024.
10. Either party may terminate this agreement prior to the expiration date by providing the other party one (1) year notice in writing of its intention to terminate.
11. Either party will have the right to amend the agreement from time to time with proper notice in writing to the other party with said amendments subject to approval by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first written above.

TOWN OF ST. PAUL

Per: _____
Mayor – Maureen Miller

Per: _____
Administrator – Kim Heyman

DATE: _____

COUNTY OF ST. PAUL

Per: _____
Reeve – Steve Upham

Per: _____
Administrator – Sheila Kitz

Date: _____