

SOLID WASTE DISPOSAL AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2019 (the "Effective Date").

BETWEEN:

WESTLOCK COUNTY

10036 – 106 Street, Westlock AB T7P 2G1

A municipality Incorporated under the Laws of the Province of Alberta
(Hereinafter referred to as "Westlock")

OF THE FIRST PART

- and -

THE SUMMER VILLAGE OF LARKSPUR

23 Neilson Drive, Island Lake South AB T9S 1S1

A municipality Incorporated under the Laws of the Province of Alberta
(Hereinafter referred to as "Larkspur")

OF THE SECOND PART

WHEREAS Larkspur requires access to a solid waste disposal site to serve its residents; and

WHEREAS Westlock is prepared to supply such site to Larkspur, and;

WHEREAS Westlock and Larkspur deem it prudent and economical to enter into an agreement whereby Westlock will provide access to a solid waste site for Larkspur.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement it is agreed by Westlock and Larkspur as follows:

1. Westlock owns and operates solid waste transfer facilities in Westlock located at (i) Section SE-30-63-26-W4 (26517 – Township Road 634), known as the "Jarvie Transfer Station", and (ii) in Section NW19-61-26-W4 (26529 - Township 614), known as the "Pibroch Transfer Station".
2. Westlock will make available to Larkspur both the Jarvie and the Pibroch Transfer Stations to dispose of household solid waste generated within Larkspur (the "Services"), excluding building demolition and related materials, trade, business/commercial or industrial waste. Access to the Regional Landfill is not included in this agreement.
3. Arrangements for disposal of building demolition and related materials, trade, business/commercial or industrial waste from Larkspur will be the responsibility of Larkspur and/or its individual landowners.
4. Westlock will provide one Transfer Station Permit Card to each title of property within Larkspur, regardless of the number of owners on title.
5. Initial Transfer Station Permit Cards will be provided by request of Larkspur residents and at no charge by Westlock to current and future landowners. Replacement permit cards for lost, misplaced or stolen cards are subject to a \$15.00 replacement fee.

6. To identify eligible Transfer Station Permit Card applicants, Larkspur will provide a list of all property owners in Larkspur to Westlock at the commencement of this agreement and shall provide updates to Westlock within 30 days each time ownership is changed on any land title within Larkspur. Within 15 days of receiving property owner information updates from Larkspur, Westlock will ensure that Transfer Station Permit Cards are cancelled and rendered void for any property owners that no longer hold title to a property in Larkspur
7. Fees: The fee for providing the use of the Jarvie and Pibroch Transfer Station to Larkspur shall be \$2,500.00 per year. Westlock shall invoice Larkspur annually in October for the fee amount and Larkspur shall pay such invoice within thirty days of receipt. The fee shall be adjusted by an additional 2% each year during the term of this agreement.
8. The above fee in Section 7 is based upon a maximum of 35 Transfer Station Permit Cards being in use at one time. Should more than 35 Transfer Station Permit Cards be issued and in use at any one time, the fee will increase by \$75.00 annually per card issued in excess of 35.
9. Operating Hours and Policies: The Operating hours of the Jarvie and Pibroch Transfer Station and waste receiving policies shall be determined by Westlock at their unfettered discretion.
10. Indemnity: Each party (the "Indemnifying Party") shall at all times and without limitation, be fully liable for, and shall indemnify and save harmless the other party, its councillors, officers, employees, contractors, agents and representatives (the "Indemnified Parties") from and against all liabilities, losses, injuries, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind, which any of the Indemnified Parties may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, to the extent that the foregoing are resulting from or arising out of all or any of the following:
 - a. negligent action or negligent failure to act, of the Indemnifying Party and/or any of those persons for whom the Indemnifying Party is responsible at law (including, without limitation, any of its employees or subcontractors); or
 - b. any breach, violation or non-performance of any representation, warranty, obligation, covenant, condition or agreement in this Agreement set forth and contained on the part of the Indemnifying Party to be fulfilled, kept, observed or performed.

The provisions of this Section are in addition to and shall not prejudice any other rights of the other party at law or in equity. This Section shall survive the termination or expiry of this Agreement for any reason whatsoever.

11. Independent Service Provider: Westlock is an independent service provider for the purpose of this Agreement and shall not be deemed to be a servant, employee or agent of Larkspur. Westlock shall provide all administrative support and other resources required to deliver the Services unless otherwise agreed to in this Agreement.
12. Term: It is agreed by both parties that the term of the Agreement shall be for a period of five years, commencing on the Effective Date (the "Term").

13. Dispute Resolution: The parties shall attempt to resolve any dispute between them arising out of, or in connection with, this Agreement, including any inability to agree on revisions to the Services or payments, in accordance with the following steps:
 - a) Step One: The Chief Administrative Officers shall first attempt to settle the matter at the administrative level;
 - b) Step Two: Should Step 1 not result in a satisfactory resolution to either party, the Councils of the two parties shall meet to attempt to settle the matter;
 - c) Step Three: Should Step 2 not result in a satisfactory resolution to either party, the parties agree to enter in to into a mediation process with the assistance of a mediator on a without prejudice basis on a 50/50 cost-share basis. The mediator shall be appointed by agreement of the parties.
 - d) Step Four: If a dispute cannot be settled within a period of forty-five (45) calendar days with the mediator, then either party may invoke the arbitration process as set out in the Inter-Collaborative Framework (ICF) between the parties.

14. Freedom of Information and Protection of Privacy: The parties acknowledge that as Westlock and Larkspur are public bodies subject to the provisions of the Freedom of Information and Protection of Privacy Act ("FOIPP"), the following provisions must be complied with:
 - a. if any personal information is provided by one party to the other party (the "Receiving Party") under this Agreement, the Receiving Party must keep such personal information confidential, use such personal information only for the purposes for which it has been provided for and ensure that appropriate security measures are in place to protect such personal information from unauthorized use or disclosure, in accordance with FOIPP and all other applicable federal, provincial and municipal legislation and related regulations;
 - b. records in the possession of either party, including this Agreement, related materials, and records created pursuant to it, are subject to disclosure in accordance with the provisions of FOIP, and such disclosure shall not constitute a violation of any confidentiality provisions contained in any agreement between the parties; and
 - c. notwithstanding the termination or expiry of this Agreement, each party acknowledges that information and records compiled or created under this Agreement which are in their custody are subject to FOIPP.

IN WITNESS WHEREOF Westlock and Larkspur have executed and delivered this Agreement as of the _____ day, of _____, 2019.

WESTLOCK COUNTY

SUMMER VILLAGE OF LARKSPUR

Reeve

Mayor

Chief Administrative Officer

Chief Administrative Officer