

DATE: October 31, 2017

FILE: 5360-20/Tahsis

TO: Chair and Directors
Comox Valley Regional District (Comox
Strathcona Waste Management) Board

Supported by Russell Dyson
Chief Administrative Officer

FROM: Russell Dyson
Chief Administrative Officer

R. Dyson

RE: Operational Agreement Award – Village of Tahsis

Purpose

The purpose of this report is to seek approval from the Comox Valley Regional District (CVRD), Comox Strathcona Waste Management Board to enter into a five year agreement with the Village of Tahsis (Village), for the operation of the Tahsis Waste Management Centre (TWMC).

Recommendation from the Chief Administrative Officer

THAT the Comox Valley Regional District enter into a five year agreement with the Village of Tahsis for the provision of solid waste services, as provided in the operational specifications of the agreement attached to this staff report;

AND FURTHER THAT the Corporate Legislative Officer and the Chair be authorized to execute the agreement.

Executive Summary

The Comox Strathcona Waste Management service (CSWM) and the Village do not currently have an agreement in place for the operation of the TWMC. The proposed agreement includes the operation of the landfill and recycling depot. The CSWM service assumed responsibility of the Tahsis landfill in the early 1990's and the Village has been operating the landfill on behalf of the service without a formal agreement in place.

The licence of occupation of the landfill was transferred from the Village to the CVRD in 2013. In 2015 the Ministry of Environment provided permission to continue to operate the landfill for an additional ten years or until capacity is reached.

Staff are satisfied with the services provided by the Village and are seeking board approval to enter into an operational agreement with the Village for a five year term. The total value of the five year agreement is approximately \$575,000. The CSWM service remains committed to working with the Village on the operation of the TWMC.

Prepared by:

Concurrence:

J. Lee

M. Rutten

Jesse Lee, B.Sc.
Manager of Comox Strathcona
Waste Management Operations

Marc Rutten, P.Eng.
General Manager of
Engineering Services

Stakeholder Distribution (Upon Agenda Publication)

Village of Tahsis	✓
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Background/Current Situation

The CSWM service assumed responsibility of the Tahsis landfill in the early 1990's and the Village has been operating the landfill on behalf of the service without a formal agreement in place. The term of the proposed agreement is for five years and the Village will provide the staff and equipment to operate the landfill and recycling depot. A draft copy of the agreement is attached to this staff report as Appendix A.

The services provided under the agreement included:

- operation of the landfill
- staff supervision
- administration
- facility maintenance
- operation of the recycling depot

Materials to be collected under the agreement include:

- municipal waste
- recyclables as part of the RecycleBC program
- tires
- batteries
- scrap metal
- yard waste
- e-waste
- used oil

The licence of occupation for the landfill site was transferred from the Village to the CVRD in 2013. In 2015 the CVRD received permission from the Ministry of Environment to continue to operate the landfill for an additional ten years, or until capacity is reached, based on the current foot print of the landfill.

Policy Analysis

The CVRD's purchasing policy Bylaw No. 284 being the "Comox Valley Regional District Delegation of Purchasing Authority Bylaw No. 284, 2013", requires that all agreements between organizations or local governments for the management of direct service delivery, must obtain board approval.

Options

1. Enter into a contract with the Village for a five year period ending December 31, 2021
2. Negotiate an alternative agreement with the Village

Financial Factors

The 2017-2021 financial plan includes an allowance of \$115,000 per year for the operation TWMC.

The proposed agreement is for five years commencing December 1, 2017 and expiring December 31, 2021 with an estimated value of \$575,000.

Intergovernmental Factors

The CSWM service has worked closely with the Village to ensure that the operation of facilities are meeting the needs of the community. The Village has reviewed and is in agreeance with the draft agreement attached.

Interdepartmental Involvement

Engineering Services is leading the preparation and execution of the operational contract, with support from Financial and Legislative Services.

Citizen/Public Relations

The TWMC is an asset to the community and the CSWM service remains committed to working with the Village on maintaining the TWMC at a high level to ensure that residents are satisfied with the service provided.

Attachments: Appendix A – “Draft – Village of Tahsis agreement”

This Agreement made this _____ day of _____, 2017.

BETWEEN:

COMOX VALLEY REGIONAL DISTRICT

600 Comox Road
Courtenay, BC V9N 3P6

(hereinafter called the “CVRD”)
of the first part;

AND:

VILLAGE OF TAHSIS

977 South Maquinna Dr.
P.O. Box 219
Tahsis, BC V0P 1X0

(hereinafter called the “Village”)
of the second part;

WHEREAS:

- A.** The CVRD may, pursuant to Section 263(b) of the *Local Government Act* (RSBC 2015 c. 1), make agreements with other local governments with respect to the undertaking, provision or operation of its services, and;
- B.** The Village may, pursuant to Section 23(1)(a) of the *Community Charter*, make agreements with other local governments for the provision of services, and;
- C.** The CVRD has requested the Village provide landfill operations, and recycling services and the Village has agreed on the terms and conditions hereinafter set out.

1. DEFINITIONS

- a) “Active landfill face” means the area within the landfill which receives waste on a regular basis and is required to receive “daily cover” in accordance with Ministry Guidelines Landfill Criteria;
- b) “Approved” shall mean approved in writing by the Manager of CSWM operations for the CVRD.
- c) “Contract” shall mean this written agreement between the CVRD and the Village covering the performance of the work and includes the appendices attached herein and any amendments or revisions thereto that may from time to time be issued by the CVRD.
- d) “CSWM” means the Comox Strathcona waste management service.
- e) “Divertable woodwaste” means any wood waste product that is capable from being diverted from the landfill, and includes but is not limited to wood waste that is painted or stained, pallets, fiber/particle board, oriented strand board and plywood, raw dimension lumber and scraps or cut-offs.
- f) “Drop-off areas” means the area where customers can deposit material in their designated locations, often including a tipping wall and the landfill.
- g) “Hazardous waste” means gaseous, liquid or solid waste that, because of its inherent nature and quantity, may require special handling and storage techniques to avoid creating health hazards, nuisances or environmental pollution. Hazardous waste includes, but is not limited

- to toxins, poisons, corrosives, irritants, strong sensitizers, flammables, ignitable, infectious wastes, condemned foods, etc.
- h) “Landfill operations” means those Services related to the operation of the landfill, the scope of which the CVRD may adjust;
 - i) “shall”, “may”, “person”, “writings” or “written” and words used in the singular number of the masculine gender, or the converse, shall have the meaning and effect given thereto, respectively, in the Interpretation Act of British Columbia.
 - j) “Party” means any party to this Contract.
 - k) “Permitted users” means individuals, corporations or businesses within or outside the CSWM service area delivering waste to the site for disposal in accordance with CSWM Bylaw No. 170; and
 - l) "Manager" shall mean Manager of CSWM operations or delegated authority or duly authorized representative.
 - m) “MMBC” means Multi Material BC Society, a not-for-profit agency incorporated under the Society Act (British Columbia).
 - n) “Municipal solid waste” or “MSW” means refuse that originates from residential, commercial, demolition, construction or institutional sources;
 - o) “Qualified Personnel” means village staff or personnel that are trained to the satisfaction of the CVRD.
 - p) “Scrap metal” means all metallic materials including appliances, propane tanks and other scrap metallic wastes as determined by the Manager.
 - q) “Service area” means the Village of Tahsis and other communities and unincorporated areas serviced by the Tahsis operations within the CSWM service operated by the Comox Valley Regional District.
 - r) “Site” shall mean the entire Village of Tahsis waste management facilities including weigh scale and drop-off areas. It shall also mean the portion of space used for collection and transfer of garbage on the part of the grounds legally described as:

Part of Lot 98, Nootka District
 - s) "Work" or "Works" means and includes in its entirety the furnishing of labour, materials, tools, equipment, delivery matters and things required to be done, furnished and performed by the Village in or under the Contract, including all alterations, amendments or extensions thereto made by Contract change order or other written order of the Manager of CSWM operations or delegated authority.

2. **TERM**

The term of this Contract is for a period of five years beginning **DATE** and ending **DATE** with an option to extend the contract, with the mutual agreement of the Village and the CVRD.

By notice in writing given to the CVRD by the Village no later than six months prior to the end of the Term, the CVRD may renew this Contract for an additional five years, the renewal to be on the same terms and conditions that applied during the original Term, except as to the fees payable to the Village and changes to the scope of services as required.

Any contract extension should address revisions to the scope of services based on MMBC regulations and operational agreements with the fee schedule negotiated between the parties based on the revised scope of services.

3. PAYMENT FOR SERVICES

The Village will submit a monthly invoice to the CVRD, based on Appendix 'B' – Fee Schedule for the Term of the Contract.

Invoices shall be due and payable within 30 days after receipt by the CVRD.

4. INDEMNITY

Notwithstanding the providing of insurance coverage by the Village, the Village hereby agrees to indemnify and save harmless the CVRD, its elected officials, officers, agents and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out, related to, occasioned by or attributable to the activities of the Village, its servants, agents, sub-Villages and sub-operators, in providing the services and performing the work of the Contract, excepting always liability arising solely out of the negligent act or omission of the CVRD.

5. INSURANCE

The Village and the CVRD shall maintain liability insurance policies in good standing during each year of the Term of the Contract.

6. TERMINATION

This Contract may be terminated by either party prior to the expiry of the term and for any reason upon nine months advance written notice.

7. AMENDMENTS

No amendments or modifications to this Contract shall become effective unless agreed upon by both parties in writing.

8. NOTICES

Unless otherwise specified herein, any notice required to be given by any party to this Contract shall be deemed to have been well and sufficiently given if mailed by prepaid registered mail, emailed or delivered at the address of the other party set forth on the first page of this Contract or at such other address as the other party may from time to time direct in writing, and any such notice will be deemed to have been received 72 hours after being mailed or emailed, and, if delivered, upon the date of delivery. If normal mail service or email is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other such services which have not been so interrupted or shall deliver such notice in order to ensure prompt receipt thereof.

9. **GENERAL CONDITIONS**

Article headings

The article headings to the sections are inserted for reference and convenience only and shall have no effect whatsoever upon the meaning, interpretation or construction of the said sections or subdivisions.

Independent Party

The Village is an independent party and not a servant, employee or agent of the CVRD and is fully responsible for the planning, organization and delivery of all aspects of the Scope of Services. The Village is responsible to remit all statutory payments in relation to fees paid by the CVRD under this Contract, including GST, Income Tax, Canada Pension Plan contributions, Employment Insurance and WorkSafeBC premiums, as applicable.

Compliance with laws

The Village shall give all the notices and obtain all the licenses and permits required to perform the work. The Village will comply with all laws applicable to the work or performance of the Contract. This Contract will be governed by and will be construed and interpreted in accordance with all laws in effect of the Province of British Columbia.

Assignment

The Village will not, without the written consent of the CVRD, make any assignment of this Contract.

Whole contract

This Contract contains all the provisions to which the parties are bound, and supersedes any other agreement or Contract, which may have existed between the parties before the date upon which this Contract was executed.

Severability

If any provision of this Contract is held to be invalid in whole or in part, the remainder of the Contract or any of such provision, as the case may be, shall not be affected thereby.

Successors and assigns

This Contract shall ensure to the benefit of and be binding upon the parties hereto and their respective legal representatives and permitted successors and assigns.

The terms of this contract are hereby agreed to, as at the date first above written.

COMOX VALLEY REGIONAL DISTRICT

Bruce Jolliffe, Chair

James Warren, Corporate Legislative Officer

VILLAGE OF TAHSIS

Jude Schooner, Mayor

Mark Tatchell, Chief Administrative Officer

Appendix 'A' – Scope of Services

1.0 LANDFILL MAINTENANCE AND OPERATION

1.1 Drop off area

- a) The Village is responsible to ensure that the site has adequate, separate and designated areas for the public to deposit the following materials:
 - MSW;
 - recyclables;
 - scrap metal;
 - batteries;
 - wood waste;
 - yard waste;
 - tires; and
 - any other specific designated areas as required as by the Manager.
- b) The Village shall store all separated materials in a safe and responsible manner.
- c) The Village shall provide advice and information to the users on waste reduction options and opportunities.
- d) The Village shall provide barricades and traffic signage to direct the entering traffic to the drop-off area. Additional site signage can be ordered through the Manager as required.
- e) The CVRD will be responsible for the cost of grinding wood waste at the landfill.
- f) The Village will operate the site to the satisfaction of the CVRD and Manager of CSWM Operations.

1.2 Facilities

- a) The site shall be designated as a non-smoking environment. The Village is responsible for enforcing this policy to staff and to the public by signage and public relations.
- b) The Village shall respond to public inquiries and address service complaints with relation to the services as outlined in this agreement.
- c) The scrap metal bin and the MMBC collection container which have been provided by the CVRD will be the responsibility of the CVRD for capital improvements and repairs.
- d) The Village shall supply and maintain a communications system (two way contact) with site staff and the public works department while working at the facility.
- e) The Public Works Department of the Village shall maintain the site in a neat and orderly condition, ensuring that the facility is safe for users and workers. The appearance of the site will be such as to present a well-maintained solid waste management facility at all times. This includes litter clean-up, mowing and grass trimming.

1.3 Access roads and drainage

The Village will construct, maintain and adequately drain all weather access roads to the Active Landfill Face and Landfill maintenance access roadways within the Landfill footprint.

- a) The Village shall be responsible for the maintenance of the access road from the site entrance and all access roads within the landfill.
- b) The Village shall keep the site internal roads, landings and access points to unloading areas in accordance with the following conditions:
 - i. Reasonably free of ice, snow and accumulations of other materials to permit customer access and prevent hazards to facility users and workers.
 - ii. The Village will supply road sand, deicing and other appropriate traction materials during periods when ice and snow conditions are present.

1.4 Free Store

If the village provides a free store it will be kept clean and tidy and any items will be removed as required.

1.5 Security

The Site is in a remote location and the Village will take adequate measures to ensure that vandalism is deterred including:

- a) Report to the CVRD Representative if any persons are found trespassing or scavenging on the site; and
- b) Unless caused as a result of a breach of the Agreement by the Village, the CVRD will be responsible for any damage to facility due to vandalism or wildlife.
- c) The Village shall be responsible for the unlocking and locking of the entry gate at the beginning and end of each day's operations.

2.0 MATERIALS ACCEPTED

The Village shall accept for disposal all refuse except those wastes specifically prohibited by the Scope of Services as outlined within this agreement.

The Village is responsible to ensure that the following prohibited items are not accepted for disposal in the landfill:

- Biomedical waste;
- Corrugated cardboard;
- Divertible Wood waste;
- Garden/yard waste;
- Commercial and Household Hazardous waste;
- Ignitable wastes;
- Motor oil;
- Liquids;
- Metal;
- Motor vehicle bodies and farm implements;
- Municipal solid waste that is on fire or smoldering;
- Radioactive waste;
- Reactive wastes;
- Recyclable paper;

- Any waste, as defined in the Hazardous Waste Legislation guide;
- Stewardship materials;
- Tires; or
- Any material as directed by the Manager

2.1 Recycle BC

The CVRD and MMBC entered into a five year depot collection service agreement dated November 30, 2013 (the “MMBC Agreement”), a copy of which is attached herein as Appendix C. The MMBC Agreement requires the CVRD to comply with terms and conditions applicable to the operation of the recycling depot, including complying with MMBC’s policies and standards. The Village acknowledges that it has reviewed the MMBC Agreement and agrees to fulfill on behalf of the CVRD all the obligations of the “Village” (as such terms is used in the MMBC Agreement) that relate to the operation of the recycling depot, including any new term that may be introduced pursuant to the terms of the MMBC Agreement.

2.2 Scrap Metal

The Village shall be responsible for acceptance of scrap metal for recycling. Scrap metal shall not be placed in the landfill.

The Village will:

- place refrigerators, freezers and air conditioners upright whenever possible in a supplied 40 yard container before the end of the working day on which they are received;
- restrict the public from the scavenging of scrap metal at the drop off area and in the scrap metal collection container;
- arrange for the transportation of the scrap metal through the CVRD’s contract hauler.

Revenue from scrap metal shall be retained by the CVRD.

3.0 EQUIPMENT

- a) The Village shall maintain the CVRD supplied landfill compactor in a neat and clean condition, and in good appearance and repair. Costs for repairs and maintenance will be paid for by the CVRD.
- b) The Village shall supply all equipment suitable for collecting and maintaining the site.
- c) The Village shall maintain all equipment in a safe operating capacity including brakes, mirrors, head, tail, brake and indicator lights, back-up beacons, and hydraulics.

4.0 SITE OPERATIONS

4.1 Fire Control

The Village shall be responsible for protecting the site from fire, as well as preventing the spread of fire to adjacent properties should a fire occur at the site. The Village will provide the necessary equipment on a cost basis to be paid by the CVRD for a fire at the landfill.

4.2 Filling Plan Parameters

The Village will be responsible for placing the waste at the landfill. The Village will layer the waste at the working face and compact it with a minimum of five passes to achieve target density of 0.60 tonnes/m³.

4.3 Hours of Operation

The landfill, will be open for operation during the hours of 8:30am to 3:30pm, Wednesday and Saturday, 52 weeks per year (including statutory holidays), except for Christmas Day and New Year's Day.

The recycling depot will be open Monday to Saturday 8:30am to 3:30pm (including statutory holidays), except for Christmas Day and New Year's Day.

Changes to days and hours of operations of these facilities will be at the discretion of the CVRD per contract conditions. The addition or deletion of 7 or more hours of operation/week requires consent by Tahsis.

5.0 ENVIRONMENTAL

5.1 Environmental Monitoring

The CVRD will be responsible for environmental monitoring at the site, including groundwater monitoring wells. If monitoring wells are required within the site, then the Village will take such precautions as required to protect the wells from damage. If the wells are damaged by the Village, or those for which the Village is responsible at law, then the Village will pay the CVRD the required repair or replacement costs. The extent of repair or replacement will be determined by CVRD, in consultation with their groundwater program consultant.

5.2 Leachate Control

The Village will address leachate emergence (pop-outs) from intermediate closed slopes or within surface water structures by applying additional cover material over and around the pop-out or through methods provided by the CVRD representative.

5.3 Litter Control

The Village will perform litter control at the site, once a week, or as required by the CVRD Manager.

5.4 Wildlife Control

The Village will prevent the attraction of birds and wildlife by using best operational practices and procedures and by the maintenance of a bear fence. Any dead or injured wildlife found on the site will be reported to the CVRD.

The Village will be responsible for monitoring and maintaining operation of the electric bear fence. The entire perimeter of the electric fencing will be inspected by the Village at least once in every seven days of normal operation. Voltage less than the minimum 9,000 volts will be immediately investigated for the cause of the low voltage (e.g., low battery, litter, vegetation, loose or crossed

wires, broken insulators, breaks in the grounding system, etc.). The Village will take immediate corrective actions to restore proper voltage.

Signs of digging or other attempts by bears to penetrate the electric fencing will be recorded by the Village in a log book. Any penetrations through the electric fencing by bears will be immediately reported to the CVRD representative. The CVRD will be responsible for any damage to the site due to vandalism or wildlife.

6.0 PERSONNEL

The Village will use Qualified Personnel only and will perform the landfill operations in accordance with all applicable permits, the CSWM operations and closure plan documents and to the satisfaction of the CVRD representative. Personnel at the active landfill face will inspect all waste being delivered for controlled and prohibited wastes per section 2 of the agreement.

The Village shall ensure that the following personnel are available during operating hours:

- a) A sufficient number of experienced and trained equipment operators and/or site operations staff to complete the performance of the Work.

7.0 PUBLIC RELATIONS

- a) The Village shall be responsible to maintain a log of all complaints received regarding the site operations, such log to include the time of complaint, name and address of complainant, nature of complaint and the action taken to rectify the complaint. A prompt reply will be relayed to the complainant by the Village. If the matter is not within the scope of the operating contract, the concern shall be forwarded to the Manager within timely fashion of when the complaint was made.
- b) The Village shall agree to exercise good public relations in exercising its authority under this Contract.
- c) The Village shall abide by the British Columbia *Human Rights Code*.
- d) The Village acknowledges that its employees, agents and sub-contractors will be dealing with the public in the execution of this Contract and that it is important to the CVRD that excellent relations with the public be maintained and that all persons under the control of the Village conduct themselves in a courteous and respectful manner conducive to good public relations.
- e) Village staff or representatives shall not make any public comments that denigrate, disparage, or are disrespectful of the CSWM, the CVRD or the Strathcona Regional District, their employees and elected officials and shall refrain from making negative comments about the credibility of the CSWM, the CVRD, the Strathcona Regional District their employees and elected officials.
- f) The Village agrees to investigate and to respond promptly and appropriately to any notifications by the public or the Manager of the following actions by the Village's employees:
 - Intoxication by drugs or alcohol;
 - The use of foul, profane, vulgar or obscene language;
 - Solicitation of tips or gratuities from any person in respect of the services to be performed under this contract;
 - The deliberate or negligent destruction of any equipment or facilities;
 - Any disregard of health or safety regulations or procedures; and/or
 - Public nuisance or disorderly conduct.
- g) The CVRD may request that the Village remove and replace any employee who does not maintain an acceptable standard of conduct. Unacceptable conduct includes, but is not limited

to, use of foul language, disorderly conduct, failure to act in accordance with the operational specifications, and neglect of duty. Such discipline shall be in accordance with the terms of an employee discipline policy or by the Village's collective agreement as it applies to employee discipline.

8.0 SAFETY PROCEDURES

- a) The Village shall operate the site in accordance with WorkSafeBC regulations, local bylaws, health and safety regulations and policies of the CVRD applicable to the site property.
- b) The Village shall supervise and enforce compliance with safety procedures that shall be developed and maintained by the Village. As part of the safety procedures, the Village shall supply and maintain first aid and safety equipment at the facilities.
- c) The Village shall also allow the CVRD access to the site for period safety inspections by their employees or consultant.

Appendix 'B' – Fee Schedule

The following table identifies the fees payable monthly during the Term of the Contract:

	Item	2017	2018	2019	2020	2021
1	Loader	\$90/hr	\$90/hr	\$90/hr	\$90/hr	\$90/hr
2	Gravel truck	\$90/hr	\$90/hr	\$90/hr	\$90/hr	\$90/hr
3	Landfill and recycling depot operation staffing	\$30/hr	\$30/hr	\$30/hr	\$30/hr	\$30/hr

Fees will be reviewed annually during the financial planning period.

* Fee schedule for #1, #2 and #3 will be based on actual billing for the requested service. Invoices will reflect work completed during the monthly billing period.

Services levels are subject to change when agreed to by both parties in writing and an amendment agreement will form part of this overall Contract.

Appendix 'C' – Recycle BC Agreement

Appendix ‘D’ – Tahsis Landfill Fill Plan