

REGIONAL DISTRICT OF NANAIMO
SOLID WASTE MANAGEMENT SELECT COMMITTEE
AGENDA

Tuesday, October 6, 2020

1:30 P.M.

Board Chambers

Pages

1. CALL TO ORDER
2. APPROVAL OF THE AGENDA
That the agenda be approved as presented.
3. DELEGATIONS
4. CORRESPONDENCE
5. UNFINISHED BUSINESS
6. REPORTS
 - 6.1 **Curbside Collection Service Administration Agreements with Member Municipalities** 2
That the Board authorize execution of Curbside Collection Service Administration Agreements with the District of Lantzville, Town of Qualicum Beach, and City of Parksville.
 - 6.2 **Update to the Solid Waste Management Plan Monitoring Committee** 44
That the Board receive the report for information.
7. BUSINESS ARISING FROM DELEGATIONS
8. NEW BUSINESS
9. ADJOURNMENT

TO: Solid Waste Management Select Committee **MEETING:** October 6, 2020

FROM: Vivian Schau **FILE:** 5360-01
Zero Waste Coordinator

SUBJECT: Curbside Collection Service Administration Agreements with Member Municipalities

RECOMMENDATION

That the Board authorize execution of Curbside Collection Service Administration Agreements with the District of Lantzville, Town of Qualicum Beach, and City of Parksville.

SUMMARY

The Regional District of Nanaimo's (RDN) residential curbside collection service (Service), established under the Local Service Establishment Bylaw No. 793, is fully funded by utility fees and Recycle BC rebates. The RDN residential curbside collection service is applied to the entire RDN, with the exception of multi-family dwellings, industrial, commercial and institutional buildings, and the City of Nanaimo.

The District of Lantzville, Town of Qualicum, and City of Parksville participate in the administration of this regional service by setting up new customers, carrying out utility billing and providing information on the Service for their respective residents on behalf of the RDN. The RDN compensates the member municipalities for this work pursuant to section 263(1)(b)(i) of the Local Government Act. The proposed Curbside Collection Service Administration Agreement sets out terms for each party carrying out this work.

BACKGROUND

The RDN's residential garbage, food waste, and recycling curbside collection program is a service set up under Local Service Establishment Bylaw No. 793 and applies to single family dwellings within the RDN, with the exception of the City of Nanaimo. The current manual curbside collections service is provided by Waste Connections of Canada (Waste Connections) under contract to the RDN, to approximately 29,000 residential households in the City of Parksville, Town of Qualicum Beach, District of Lantzville, Electoral Areas A, B, C, E, F, G, H, and Snaw-Naw-As First Nation.

Historically, the member municipalities have provided information on the curbside collection utility and have carried out billing for their respective residents on behalf of the RDN. They have been compensated a 7.5% administrative fee based on the total billing of their residents. The draft curbside collection service administration agreement (Administration Agreement) proposes to continue the 7.5% administration fee for the term of the agreement until 2023. The term coincides

with the term of the Recycle BC contract for the collection of recyclables. This allows for any changes that result from Recycle BC contract to be incorporated into the service agreement with municipalities. Furthermore, the automated collection system will be fully operational and allows review of the 7.5% administration fee to ensure that member municipalities are being fully compensated as per section 263(1)(b)(i) of the Local Government Act.

With the upcoming transition to automated curbside collection service, timeliness of notifications of new housing starts from the member municipalities is critical. Under the current manual service, collection could commence even with administrative delays. With the new automated service, new housing starts will not be able to be serviced without the RDN issued carts. The draft Administration Agreement addresses this logistical challenge by clearly defining responsibilities to reflect the new automated collection system framework. The proposed Administration Agreements (Attachments 1, 2 and 3) have been provided to the member municipalities for their review and approval.

ALTERNATIVES

1. That the Board authorize execution of Curbside Collection Service Agreements with the District of Lantzville, Town of Qualicum Beach, and City of Parksville.
2. Provide alternate direction.

FINANCIAL IMPLICATIONS

Consistent with the existing compensation arrangement of 7.5% of the total invoiced amount, the Administration Agreements will continue to compensate the member municipalities at the same rate to cover the entire cost of providing the utility billing component for their respective residents.

The 2021 forecasted compensation for each of the municipalities (based on actual service level preferences by their respective residents) is included in Solid Waste Services proposed 2021 budget as presented below:

Table 1. 2021 Forecasted Compensation by Municipalities

Municipality	2021
City of Parksville	\$69,587
Town of Qualicum Beach	\$54,262
District of Lantzville	\$19,293
Total	\$143,142*

* Future compensation will increase by an annual fee adjustment based on the Consumer Price Index consistent with the escalation clause in the RDN/Waste Connections Service Agreement.

STRATEGIC PLAN IMPLICATIONS

Economic Coordination - Develop a Regional Economic Development Strategy that addresses both overall regional goals as well as those of the municipal partners and electoral areas.

The Administration Agreement set out terms for each party carrying out the administration of the curbside collection service work and is mutually benefits both the RDN and its member municipalities.



Vivian Schau
vschau@rdn.bc.ca
September 24, 2020

Reviewed by:

- L. Gardner, Manager of Solid Waste Services
- R. Alexander, General Manager, Regional and Community Utilities
- J. Bradburn, Director Finance
- P. Carlyle, Chief Administrative Officer

Attachments

1. Curbside Collection Service Administration Agreement – City of Parksville
2. Curbside Collection Service Administration Agreement – Town of Qualicum Beach
3. Curbside Collection Service Administration Agreement – District of Lantzville

CURBSIDE COLLECTION SERVICE AGREEMENT

THIS AGREEMENT dated for reference the ____ day of October, 2020

BETWEEN:

The **REGIONAL DISTRICT OF NANAIMO**, a regional government, with an office at 6300 Hammond Bay Road, Nanaimo, BC V9T 6N2

(the “**RDN**”)

AND:

The **CITY OF PARKSVILLE**, a municipal government, with an office at 100 Jensen Avenue East, Parksville, BC, Canada, V9P 2H3

(“**Parksville**”)

WHEREAS:

- A. Pursuant to section 263(1)(b)(i) of the *Local Government Act* the RDN may enter into agreements with a public authority respecting activities, works or services within the powers of the RDN or Parksville, including the undertaking, provision and operation of activities, works and services;
- B. The parties wish to enter into this Agreement for the administration of the Collection Services delivered by the RDN to Parksville’s residents;
- C. The RDN provides Collection Services under Residential Curbside Collection of Garbage, Food Waste and Recyclables Regulation and Charges Bylaw No. 1802, 2020.

NOW THEREFORE in consideration of the terms and conditions contained in this Agreement, the sufficiency of which is acknowledged by both parties, the RDN and Parksville covenant and agree as follows:

1.0 DEFINITIONS

- 1.1 All capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings set forth in the Bylaw.
- 1.2 In this Agreement,

“Bylaw”	means the Regional District of Nanaimo <i>Residential Curbside Collection of Garbage, Food Waste and Recyclables Regulation and Charges Bylaw, 2020 No. 1802</i> , as amended from time to time, a copy of which is attached hereto as Schedule C.
“Collection Cart”	means a Garbage (cart with black lid) or Recyclables (cart with blue lid) or Food Waste (cart with green lid) container for automated collection that is owned by the Contractor, provided to each Residential Dwelling receiving Collection Service.
“Collection Service”	means a service for the collection of residential Garbage, Recyclables, and Food Waste to be provided within the Service Area by the RDN pursuant to the Bylaw.
“Commencement Date”	means October 1, 2020.
“Contractor”	means the person or persons under contract with the RDN to collect Garbage, Recyclables and Food Waste on behalf of the RDN within the Service Area.
“Dwelling Unit”	means one (1) or more habitable rooms which constitute one (1) self-contained unit having a separate entrance, used or intended to be used for living and sleeping purposes for which is provided: <ul style="list-style-type: none"> a) cooking equipment or the facilities for the installation of cooking equipment; and b) one (1) or more bathrooms with a water closet, wash basin and shower or bath.
“General Manager”	means a person appointed to the position of General Manager of the RDN or designate;
“Occupier”	means the person or persons residing at the Residential Dwelling.
“Owner”	as defined by the Community Charter, S.B.C. 2003, C.26 as may be amended or replaced from time to time.
“Parties”	means the RDN and City of Parksville.
“RDN”	means the Regional District of Nanaimo.

“Residential Dwelling”

means:

- a) a single family detached Dwelling Unit;
- b) in relation to a duplex, triplex or fourplex, each self-contained Dwelling Units;
- c) a Secondary Suite in a single family detached Dwelling Units; and
- d) a Manufactured Home situated in a Manufactured Home Park.

“Secondary Suite”

means an additional Dwelling Unit, located within a Residential Dwelling, whether or not the Secondary Suite is permitted under the RDN Zoning Bylaw 500 or the respective local government authority, as may be amended or replaced from time to time.

“Service Area”

means that portion of the RDN situated on Vancouver Island and Gabriola Island (excluding the City of Nanaimo) in which the Collection Service are to be provided, as designated by the General Manager from time to time.

2.0 TERM

- 2.1 This Agreement shall commence on the 1st day of October, 2020, and will terminate on the 30th day of September, 2023, unless terminated sooner as provided in this Agreement.

3.0 RENEWAL

- 3.1 Parksville shall notify the RDN in writing on or before the 31st of May, 2023 if it wishes to renew the Agreement for a further period. Parksville and the RDN can propose terms to be included in the renewal, if any. The renewal shall be conditional upon agreement by the RDN to all the terms and conditions of the renewal.

4.0 INDEMNIFICATION

- 4.1 Parksville hereby agrees to release, indemnify and save harmless the RDN and its directors, officers, employees, volunteers, agents and contractors from and against all claims, demands, complaints, actions, causes of action, suits, damages, losses (including personal injury and death), liabilities, expenses and costs (including, without limitation, actual legal fees and disbursements) (collectively, the “**Damages**”), arising from or in relation to the provision or the failure to provide the Collection Services, except to the extent that such Damages arise from any wilful misconduct or gross negligence of the RDN, its employees, contractors, and agents.

5.0 INSURANCE

- 5.1 Parksville shall take out and maintain, during the term of this Agreement, commercial general liability insurance from the Municipal Insurance Association of British Columbia to cover the provision of the Collection Services as set out in this Agreement, in the amount of not less than five (5) million dollars per single occurrence, naming the RDN as an additional insured party thereto, and shall provide the RDN with a certificate of insurance upon request by the RDN.
- 5.2 The RDN and its Contractor agrees to carry its own respective statutory workers' compensation insurance and automobile liability insurance, if appropriate.
- 5.3 The policy of insurance referred to under section 5.1 shall contain a separation of insurer's cross liability clause in favour of the RDN and shall also contain a clause requiring the insurer not to cancel or to change the insurance without first giving the RDN thirty (30) days prior written notice.
- 5.4 If both Parksville and the RDN have claims to be indemnified under any insurance required by this Agreement, the indemnity will apply first to the settlement of the claim of the RDN and the balance, if any, to the settlement of the claim of Parksville.

6.0 RDN OBLIGATIONS

- 6.1 The RDN shall provide Collection Services to Residential Dwellings located within the Service Area in accordance with the terms and conditions of the Bylaw.
- 6.2 The RDN shall provide all Collection Services to Parksville in a competent, careful and professional manner equivalent to the standard of Collection Services provided by the RDN within the Electoral Areas; and
- 6.3 The RDN shall designate the General Manager, subject to direction by the RDN Board, as the primary contact with Parksville with respect to the Collection Services.
- 6.4 In the event that the Bylaw changes in a way that affects RDN's ability to provide the Collection Services within the terms and conditions or laws applicable to Food Waste, Recyclables or Garbage changes set out in the Bylaw, the RDN reserves the right to change the terms and condition of the Collection Services as set out in the Bylaw to bring the provision of Collection Services into accordance with the new Bylaw or other Laws.
- 6.5 The RDN will provide thirty (30) days written notice to Parksville of any amendments to the Bylaw that will affect the terms and conditions of the Collection Service as set out in the Bylaw.

7.0 PARKSVILLE OBLIGATIONS

- 7.1 Parksville acknowledges and agrees that the RDN shall administer and enforce the Bylaw and Parksville hereby directs the RDN to provide the Collection Services and exercise the powers contained within the Bylaw for and on behalf of Parksville.

- 7.2 Parksville agrees to pay Fees to the RDN for the Collection Services as per Schedule A of the Bylaw.
- 7.3 The number of Dwelling Units for the purposes of section 7.2 will be determined as follows:
- a) at the Commencement Date of this Agreement, the Parties agree that there are 5340 Dwelling Units designated for Collection Services;
 - b) Parksville may increase or decrease the number of the Dwelling Units designated for Collection Service in accordance with section 7.3 (c); or
 - c) in order to increase or decrease the number of Dwelling Units designated for Collection Services, Parksville must provide the RDN with written notice via the RDN online portal, no less than 2 weeks prior to the first business day of the month in which the increase or decrease is intended to take effect. The notice to the RDN must identify the address of each Dwelling Unit being designated for Collection Services and their respective Collection Cart selections, and each Dwelling Unit undesignated for Collection Services.
- 7.4 Parksville shall invoice its residents for the Fees payable on account of the provision of the Collection Services. Parksville acknowledges and agrees that it shall hold any and all such Fees paid by its residents on account of the provision of the Collection Services “in trust” for the RDN. The RDN acknowledges and agrees that the Fees collected by Parksville pursuant to this Agreement may be combined with other utilities (water and/or sewer) invoiced by Parksville.

8.0 PAYMENT FOR COLLECTION SERVICES

- 8.1 Parksville agrees to pay to the RDN each month of the term of their Agreement to the RDN the Fees for the Collection Services as calculated pursuant to the terms set out in Schedule A of the Bylaw. Parksville acknowledges and agrees that the RDN will be entitled to amend Schedule A of the Bylaw on an annual basis and Parksville hereby agrees to pay the Fees as set out in Schedule A, as revised from time to time, upon the RDN providing written notice of such amended Schedule A to Parksville.
- 8.2 The RDN shall pay to Parksville an amount equal to 7.5% of the total Fees invoiced monthly to cover the costs actually incurred by Parksville in providing the administrative component under this Agreement (the “**Administration Fee**”). On or before the first anniversary of the Commencement Date, the parties hereby acknowledge and agree to revise the amount of Administration Fee payable, either by increasing or decreasing such amount, as applicable, to ensure that such Administration Fee is a reasonable and genuine pre-estimate of the administrative costs actually incurred by Parksville in providing the administrative service of collecting the Fees from its residents. Parksville agrees to provide

the RDN with sufficient proof and documentation of such administrative costs incurred by Parksville, as reasonably requested by the RDN, for the purpose of revising the Administration Fee pursuant to this Section 8.2.

- 8.3 In the event that Parksville pays the Fees in accordance with the terms set out in Section 8.4, the RDN shall pay to Parksville an amount equal to 10% of the total Fees invoiced monthly as an equivalent to the Prompt Payment Discount provided by the RDN within the Electoral Areas to its residents (the “**Prompt Payment Discount Amount**”). Parksville shall have the right to set off the amount of the Prompt Payment Discount Amount from the Fees held in trust and payable to the RDN.
- 8.4 The RDN will provide invoices on the first day of every month to Parksville setting out its Fees for the Collection Services, and Parksville will pay such invoices within thirty (30) days of receipt.
- 8.5 The parties agree that if there is a default in any payment required to be made to the RDN under this Agreement, the amount in arrears will bear interest at the rate of 0%.

9.0 DEFAULT OR NON-PERFORMANCE

- 9.1 In the event that either party (the “**Defaulting Party**”) is in breach of, defaults, or otherwise fails to perform or observe any of the covenants or obligations (the “**Breach**”) set out herein, the other party may deliver written notice of such Breach to the Defaulting Party.
- 9.2 If the Defaulting Party does not cure or otherwise perfect the Breach, and upon the expiry of not less than [**one (1) month**] from the date of the written notice referred to in section 9.1 hereof, the other party may immediately terminate this Agreement.

10.0 DISPUTE RESOLUTION

- 10.1 If the parties to this Agreement are unable to agree on the interpretation or application of any provision hereof, or are unable to resolve any other issue in dispute pertaining to this Agreement, on notice by either party to the other, the parties agree:
- (a) first to promptly, diligently and in good faith, take all reasonable measures to negotiate an acceptable resolution to the disagreement in dispute;
 - (b) second, if the parties are unable to negotiate a resolution under paragraph (a) within sixty (60) days of the notice of dispute or disagreement, to request the assistance of a mediator, and such mediator to be mutually agreed upon by the parties within thirty (30) days of receipt by a party of a written notice requiring mediation, failing which the mediator will be appointed by the BC International Commercial Arbitration Centre (BCICAC). Such mediation will be conducted under the Commercial Mediation Rules of the BCICAC unless otherwise agreed by the parties; and

- (c) third, if the parties are unable to resolve the dispute in accordance with paragraph (b), to refer the matter in dispute to arbitration to a single arbitrator pursuant to the *Arbitration Act* (BC) or any successor legislation on the understanding and agreement that the decision of the arbitrator will be final and binding on the parties. If the parties are unable to agree on a single arbitrator and hear the dispute within sixty (60) days following the termination of the mediated negotiations set out in paragraph (b), an arbitrator will be appointed by the BCICAC.

10.2 Unless otherwise agreed or decided by the arbitrator, costs shall be shared equally.

11.0 TERMINATION

11.1 In addition to any other right of termination under this Agreement but provided that section 10 has not been invoked, then either party may terminate this Agreement for convenience by providing not less than 6 months written notice. Parksville agrees to pay RDN such reasonable Fees as may have been incurred up to the date of termination.

11.2 Except as specifically provided in this Agreement, neither Parksville nor the RDN will be entitled to any compensation or damages as a consequence of any termination of this Agreement by the other party.

12.0 NOTICE

12.1 All notices given hereunder shall be made in writing and delivered personally, by registered mail, by courier, or by facsimile or electronic transmission as follows:

If to the RDN: Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, British Columbia V9T 6N2
Email: vschau@rdn.bc.ca
Fax number: 250-390-1542
Attn: Zero Waste Coordinator, Solid Waste Services

If to Parksville: City of Parksville
100 Jensen Avenue East
PO Box 1390
Parksville, BC V9P 2H3
Email: JHolmes@parksville.ca
Fax number: 250 954-4685
Attn: Manager of Finance

The date of receipt of any such notice shall be deemed to be: (i) the date of delivery if delivered personally or by courier, (ii) five days after the date of mailing if mailed, or (iii) on the date of transmission if sent by facsimile or other electronic transmission during regular office hours, or if that date is not a business day, the next business day.

13.0 CONFIDENTIAL INFORMATION

13.1 The RDN agrees that any of the Parksville's information obtained or used by the RDN, its employees, contractors, and agents, in the course of providing the Collection Services will be kept confidential by the RDN and will not be used without the prior consent of Parksville for any purpose other than the provision of the Collection Services or as required by law, including the *Freedom of Information and Protection of Privacy Act*.

14.0 FORCE MAJEURE

14.1 The RDN will not be liable for its failure to perform any of its obligations under this Agreement due to a cause beyond its reasonable control including without limitation acts of God, fire, flood, pandemic outbreak, explosion, strikes, lockouts or other industrial disturbances, laws, regulations, or orders of any duly constituted governmental authority, each of which will be a force majeure event.

15.0 GOVERNING LAW

15.1 This Agreement will be governed and construed in accordance with the laws of British Columbia and Canada and the parties hereto attorn to the jurisdiction of the courts of British Columbia.

16.0 AMENDMENT AND WAIVER

16.1 No amendment, waiver, or variation of the terms, conditions, covenants, and agreements set out herein will be of any force or effect unless the same is reduced to writing by both parties hereto, and no waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, nor will it constitute a continuing waiver unless otherwise explicitly provided.

17.0 ENTIRE AGREEMENT

17.1 This Agreement, including the Schedules attached to it, constitutes the entire Agreement between the RDN and Parksville with respect to the subject matter hereof and may not be modified except by subsequent Agreement in writing executed by the RDN and Parksville.

18.0 TIME OF ESSENCE

18.1 Time is of the essence in this Agreement.

19.0 INTERPRETATION

19.1 Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

20.0 ASSIGNMENT

20.1 Neither party may assign this Agreement or the benefit thereof, without the prior written consent of the other party at its sole discretion.

21.0 SEVERABILITY

21.1 The invalidity of any provision of this Agreement will not affect any other provision of it, but the Agreement will be construed as if the invalid provision had been omitted.

22.0 BINDING EFFECT

22.1 This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, administrators, executors, successors and permitted assignees.

[Signature page follows. Remainder of page left intentionally blank.]

IN WITNESS WHEREOF THE PARTIES hereto have executed this Agreement as of the day and year written on page 1.

**THE REGIONAL DISTRICT OF
NANAIMO**

By: _____
Name:
Title:

By: _____
Name:
Title:

THE CITY OF PARKSVILLE

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE A
RDN Resolution

[See attached.]

SCHEDULE B
Parksville Resolution

[See attached.]

SCHEDULE C
Copy of Bylaw

[See attached.]

CURBSIDE COLLECTION SERVICE AGREEMENT

THIS AGREEMENT dated for reference the ___ day of October, 2020

BETWEEN:

The **REGIONAL DISTRICT OF NANAIMO**, a regional government, with an office at
6300 Hammond Bay Road, Nanaimo, BC V9T 6N2

(the “**RDN**”)

AND:

The **TOWN OF QUALICUM BEACH**, a municipal government, with an office at #201,
660 Primrose Street, Qualicum Beach, BC V9K 1S7

(“**Qualicum Beach**”)

WHEREAS:

- A. Pursuant to section 263(1)(b)(i) of the *Local Government Act* the RDN may enter into agreements with a public authority respecting activities, works or services within the powers of the RDN or Qualicum Beach, including the undertaking, provision and operation of activities, works and services;
- B. The parties wish to enter into this Agreement for the administration of the Collection Services delivered by the RDN to Qualicum Beach’s residents;
- C. The RDN provides Collection Services under Residential Curbside Collection of Garbage, Food Waste and Recyclables Regulation and Charges Bylaw No. 1802, 2020.

NOW THEREFORE in consideration of the terms and conditions contained in this Agreement, the sufficiency of which is acknowledged by both parties, the RDN and Qualicum Beach covenant and agree as follows:

1.0 DEFINITIONS

- 1.1 All capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings set forth in the Bylaw.
- 1.2 In this Agreement,

“Bylaw”	means the Regional District of Nanaimo <i>Residential Curbside Collection of Garbage, Food Waste and Recyclables Regulation and Charges Bylaw, 2020 No. 1802</i> , as amended from time to time, a copy of which is attached hereto as Schedule C.
“Collection Cart”	means a Garbage (cart with black lid) or Recyclables (cart with blue lid) or Food Waste (cart with green lid) container for automated collection that is owned by the Contractor, provided to each Residential Dwelling receiving Collection Service.
“Collection Service”	means a service for the collection of residential Garbage, Recyclables, and Food Waste to be provided within the Service Area by the RDN pursuant to the Bylaw.
“Commencement Date”	means October 1, 2020.
“Contractor”	means the person or persons under contract with the RDN to collect Garbage, Recyclables and Food Waste on behalf of the RDN within the Service Area.
“Dwelling Unit”	means one (1) or more habitable rooms which constitute one (1) self-contained unit having a separate entrance, used or intended to be used for living and sleeping purposes for which is provided: <ul style="list-style-type: none"> a) cooking equipment or the facilities for the installation of cooking equipment; and b) one (1) or more bathrooms with a water closet, wash basin and shower or bath.
“General Manager”	means a person appointed to the position of General Manager of the RDN or designate;
“Occupier”	means the person or persons residing at the Residential Dwelling.
“Owner”	as defined by the Community Charter, S.B.C. 2003, C.26 as may be amended or replaced from time to time.
“Parties”	means the RDN and Town of Qualicum Beach.
“RDN”	means the Regional District of Nanaimo.

“Residential Dwelling”

means:

- a) a single family detached Dwelling Unit;
- b) in relation to a duplex, triplex or fourplex, each self-contained Dwelling Units;
- c) a Secondary Suite in a single family detached Dwelling Units; and
- d) a Manufactured Home situated in a Manufactured Home Park.

“Secondary Suite”

means an additional Dwelling Unit, located within a Residential Dwelling, whether or not the Secondary Suite is permitted under the RDN Zoning Bylaw 500 or the respective local government authority, as may be amended or replaced from time to time.

“Service Area”

means that portion of the RDN situated on Vancouver Island and Gabriola Island (excluding the City of Nanaimo) in which the Collection Service are to be provided, as designated by the General Manager from time to time.

2.0 TERM

- 2.1 This Agreement shall commence on the 1st day of October, 2020, and will terminate on the 30th day of September, 2023, unless terminated sooner as provided in this Agreement.

3.0 RENEWAL

- 3.1 Qualicum Beach shall notify the RDN in writing on or before the 31st of May, 2023 if it wishes to renew the Agreement for a further period. Qualicum Beach and the RDN can propose terms to be included in the renewal, if any. The renewal shall be conditional upon agreement by the RDN to all the terms and conditions of the renewal.

4.0 INDEMNIFICATION

- 4.1 Qualicum Beach hereby agrees to release, indemnify and save harmless the RDN and its directors, officers, employees, volunteers, agents and contractors from and against all claims, demands, complaints, actions, causes of action, suits, damages, losses (including personal injury and death), liabilities, expenses and costs (including, without limitation, actual legal fees and disbursements) (collectively, the “**Damages**”), arising from or in relation to the provision or the failure to provide the Collection Services, except to the extent that such Damages arise from any wilful misconduct or gross negligence of the RDN, its employees, contractors, and agents.

5.0 INSURANCE

- 5.1 Qualicum Beach shall take out and maintain, during the term of this Agreement, commercial general liability insurance from the Municipal Insurance Association of British Columbia to cover the provision of the Collection Services as set out in this Agreement, in the amount of not less than five (5) million dollars per single occurrence, naming the RDN as an additional insured party thereto, and shall provide the RDN with a certificate of insurance upon request by the RDN.
- 5.2 The RDN and its Contractor agrees to carry its own respective statutory workers' compensation insurance and automobile liability insurance, if appropriate.
- 5.3 The policy of insurance referred to under section 5.1 shall contain a separation of insurer's cross liability clause in favour of the RDN and shall also contain a clause requiring the insurer not to cancel or to change the insurance without first giving the RDN thirty (30) days prior written notice.
- 5.4 If both Qualicum Beach and the RDN have claims to be indemnified under any insurance required by this Agreement, the indemnity will apply first to the settlement of the claim of the RDN and the balance, if any, to the settlement of the claim of Qualicum Beach.

6.0 RDN OBLIGATIONS

- 6.1 The RDN shall provide Collection Services to Residential Dwellings located within the Service Area in accordance with the terms and conditions of the Bylaw.
- 6.2 The RDN shall provide all Collection Services to Qualicum Beach in a competent, careful and professional manner equivalent to the standard of Collection Services provided by the RDN within the Electoral Areas; and
- 6.3 The RDN shall designate the General Manager, subject to direction by the RDN Board, as the primary contact with Qualicum Beach with respect to the Collection Services.
- 6.4 In the event that the Bylaw changes in a way that affects RDN's ability to provide the Collection Services within the terms and conditions or laws applicable to Food Waste, Recyclables or Garbage changes set out in the Bylaw, the RDN reserves the right to change the terms and condition of the Collection Services as set out in the Bylaw to bring the provision of Collection Services into accordance with the new Bylaw or other Laws.
- 6.5 The RDN will provide thirty (30) days written notice to Qualicum Beach of any amendments to the Bylaw that will affect the terms and conditions of the Collection Service as set out in the Bylaw.

7.0 QUALICUM BEACH OBLIGATIONS

- 7.1 Qualicum Beach acknowledges and agrees that the RDN shall administer and enforce the Bylaw and Qualicum Beach hereby directs the RDN to provide the Collection Services and exercise the powers contained within the Bylaw for and on behalf of Qualicum Beach.

- 7.2 Qualicum Beach agrees to pay Fees to the RDN for the Collection Services as per Schedule A of the Bylaw.
- 7.3 The number of Dwelling Units for the purposes of section 7.2 will be determined as follows:
- a) at the Commencement Date of this Agreement, the Parties agree that there are 4038 Dwelling Units designated for Collection Services;
 - b) Qualicum Beach may increase or decrease the number of the Dwelling Units designated for Collection Service in accordance with section 7.3 (c); or
 - c) in order to increase or decrease the number of Dwelling Units designated for Collection Services, Qualicum Beach must provide the RDN with written notice via the RDN online portal, no less than 2 weeks prior to the first business day of the month in which the increase or decrease is intended to take effect. The notice to the RDN must identify the address of each Dwelling Unit being designated for Collection Services and their respective Collection Cart selections, and each Dwelling Unit undesignated for Collection Services.
- 7.4 Parksville shall invoice its residents for the Fees payable on account of the provision of the Collection Services. Qualicum Beach acknowledges and agrees that it shall hold any and all such Fees paid by its residents on account of the provision of the Collection Services “in trust” for the RDN. The RDN acknowledges and agrees that the Fees collected by Qualicum Beach pursuant to this Agreement may be combined with other utilities (water and/or sewer) invoiced by Qualicum Beach.

8.0 PAYMENT FOR COLLECTION SERVICES

- 8.1 Qualicum Beach agrees to pay to the RDN each month of the term of their Agreement to the RDN the Fees for the Collection Services as calculated pursuant to the terms set out in Schedule A of the Bylaw. Qualicum Beach acknowledges and agrees that the RDN will be entitled to amend Schedule A of the Bylaw on an annual basis and Qualicum Beach hereby agrees to pay the Fees as set out in Schedule A, as revised from time to time, upon the RDN providing written notice of such amended Schedule A to Qualicum Beach.
- 8.2 The RDN shall pay to Qualicum Beach an amount equal to 7.5% of the total Fees invoiced monthly to cover the costs actually incurred by Qualicum Beach in providing the administrative component under this Agreement (the “**Administration Fee**”). On or before the first anniversary of the Commencement Date, the parties hereby acknowledge and agree to revise the amount of Administration Fee payable, either by increasing or decreasing such amount, as applicable, to ensure that such Administration Fee is a reasonable and genuine pre-estimate of the administrative costs actually incurred by Qualicum Beach in providing the administrative service of collecting the Fees from its

residents. Qualicum Beach agrees to provide the RDN with sufficient proof and documentation of such administrative costs incurred by Qualicum Beach, as reasonably requested by the RDN, for the purpose of revising the Administration Fee pursuant to this Section 8.2.

- 8.3 In the event that Qualicum Beach pays the Fees in accordance with the terms set out in Section 8.4, the RDN shall pay to Qualicum Beach an amount equal to 10% of the total Fees invoiced monthly as an equivalent to the Prompt Payment Discount provided by the RDN within the Electoral Areas to its residents (the “**Prompt Payment Discount Amount**”). Qualicum Beach shall have the right to set off the amount of the Prompt Payment Discount Amount from the Fees held in trust and payable to the RDN.
- 8.4 The RDN will provide invoices on the first day of every month to Qualicum Beach setting out its Fees for the Collection Services, and Qualicum Beach will pay such invoices within thirty (30) days of receipt.
- 8.5 The parties agree that if there is a default in any payment required to be made to the RDN under this Agreement, the amount in arrears will bear interest at the rate of 0%.

9.0 DEFAULT OR NON-PERFORMANCE

- 9.1 In the event that either party (the “**Defaulting Party**”) is in breach of, defaults, or otherwise fails to perform or observe any of the covenants or obligations (the “**Breach**”) set out herein, the other party may deliver written notice of such Breach to the Defaulting Party.
- 9.2 If the Defaulting Party does not cure or otherwise perfect the Breach, and upon the expiry of not less than **[one (1) month]** from the date of the written notice referred to in section 9.1 hereof, the other party may immediately terminate this Agreement.

10.0 DISPUTE RESOLUTION

- 10.1 If the parties to this Agreement are unable to agree on the interpretation or application of any provision hereof, or are unable to resolve any other issue in dispute pertaining to this Agreement, on notice by either party to the other, the parties agree:
- (a) first to promptly, diligently and in good faith, take all reasonable measures to negotiate an acceptable resolution to the disagreement in dispute;
 - (b) second, if the parties are unable to negotiate a resolution under paragraph (a) within sixty (60) days of the notice of dispute or disagreement, to request the assistance of a mediator, and such mediator to be mutually agreed upon by the parties within thirty (30) days of receipt by a party of a written notice requiring mediation, failing which the mediator will be appointed by the BC International Commercial Arbitration Centre (BCICAC). Such mediation will be conducted under the Commercial Mediation Rules of the BCICAC unless otherwise agreed by the parties; and

13.0 CONFIDENTIAL INFORMATION

13.1 The RDN agrees that any of the Qualicum Beach information obtained or used by the RDN, its employees, contractors, and agents, in the course of providing the Collection Services will be kept confidential by the RDN and will not be used without the prior consent of Qualicum Beach for any purpose other than the provision of the Collection Services or as required by law, including the *Freedom of Information and Protection of Privacy Act*.

14.0 FORCE MAJEURE

14.1 The RDN will not be liable for its failure to perform any of its obligations under this Agreement due to a cause beyond its reasonable control including without limitation acts of God, fire, flood, pandemic outbreak, explosion, strikes, lockouts or other industrial disturbances, laws, regulations, or orders of any duly constituted governmental authority, each of which will be a force majeure event.

15.0 GOVERNING LAW

15.1 This Agreement will be governed and construed in accordance with the laws of British Columbia and Canada and the parties hereto attorn to the jurisdiction of the courts of British Columbia.

16.0 AMENDMENT AND WAIVER

16.1 No amendment, waiver, or variation of the terms, conditions, covenants, and agreements set out herein will be of any force or effect unless the same is reduced to writing by both parties hereto, and no waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, nor will it constitute a continuing waiver unless otherwise explicitly provided.

17.0 ENTIRE AGREEMENT

17.1 This Agreement, including the Schedules attached to it, constitutes the entire Agreement between the RDN and Qualicum Beach with respect to the subject matter hereof and may not be modified except by subsequent Agreement in writing executed by the RDN and Qualicum Beach.

18.0 TIME OF ESSENCE

18.1 Time is of the essence in this Agreement.

19.0 INTERPRETATION

19.1 Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

20.0 ASSIGNMENT

20.1 Neither party may assign this Agreement or the benefit thereof, without the prior written consent of the other party at its sole discretion.

21.0 SEVERABILITY

21.1 The invalidity of any provision of this Agreement will not affect any other provision of it, but the Agreement will be construed as if the invalid provision had been omitted.

22.0 BINDING EFFECT

22.1 This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, administrators, executors, successors and permitted assignees.

[Signature page follows. Remainder of page left intentionally blank.]

IN WITNESS WHEREOF THE PARTIES hereto have executed this Agreement as of the day and year written on page 1.

**THE REGIONAL DISTRICT OF
NANAIMO**

By: _____
Name:
Title:

By: _____
Name:
Title:

THE TOWN OF QUALICUM BEACH

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE A
RDN Resolution

[See attached.]

SCHEDULE B
Qualicum Beach Resolution

[See attached.]

SCHEDULE C
Copy of Bylaw

[See attached.]

CURBSIDE COLLECTION SERVICE AGREEMENT

THIS AGREEMENT dated for reference the ___ day of October, 2020

BETWEEN:

The **REGIONAL DISTRICT OF NANAIMO**, a regional government, with an office at
6300 Hammond Bay Road, Nanaimo, BC V9T 6N2

(the “**RDN**”)

AND:

The **DISTRICT OF LANTZVILLE**, a municipal government, with an office at 7192
Lantzville Road, Lantzville, BC V0R 2H0

(“**Lantzville**”)

WHEREAS:

- A. Pursuant to section 263(1)(b)(i) of the *Local Government Act* the RDN may enter into agreements with a public authority respecting activities, works or services within the powers of the RDN or Lantzville, including the undertaking, provision and operation of activities, works and services;
- B. The parties wish to enter into this Agreement for the administration of the Collection Services delivered by the RDN to Lantzville’s residents;
- C. The RDN provides Collection Services under Residential Curbside Collection of Garbage, Food Waste and Recyclables Regulation and Charges Bylaw No. 1802, 2020.

NOW THEREFORE in consideration of the terms and conditions contained in this Agreement, the sufficiency of which is acknowledged by both parties, the RDN and Lantzville covenant and agree as follows:

1.0 DEFINITIONS

- 1.1 All capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings set forth in the Bylaw.
- 1.2 In this Agreement,

“Bylaw”	means the Regional District of Nanaimo <i>Residential Curbside Collection of Garbage, Food Waste and Recyclables Regulation and Charges Bylaw, 2020 No. 1802</i> , as amended from time to time, a copy of which is attached hereto as Schedule C.
“Collection Cart”	means a Garbage (cart with black lid) or Recyclables (cart with blue lid) or Food Waste (cart with green lid) container for automated collection that is owned by the Contractor, provided to each Residential Dwelling receiving Collection Service.
“Collection Service”	means a service for the collection of residential Garbage, Recyclables, and Food Waste to be provided within the Service Area by the RDN pursuant to the Bylaw.
“Commencement Date”	means October 1, 2020.
“Contractor”	means the person or persons under contract with the RDN to collect Garbage, Recyclables and Food Waste on behalf of the RDN within the Service Area.
“Dwelling Unit”	means one (1) or more habitable rooms which constitute one (1) self-contained unit having a separate entrance, used or intended to be used for living and sleeping purposes for which is provided: <ul style="list-style-type: none"> a) cooking equipment or the facilities for the installation of cooking equipment; and b) one (1) or more bathrooms with a water closet, wash basin and shower or bath.
“General Manager”	means a person appointed to the position of General Manager of the RDN or designate;
“Occupier”	means the person or persons residing at the Residential Dwelling.
“Owner”	as defined by the Community Charter, S.B.C. 2003, C.26 as may be amended or replaced from time to time.
“Parties”	means the RDN and District of Lantzville.
“RDN”	means the Regional District of Nanaimo.

“Residential Dwelling”

means:

- a) a single family detached Dwelling Unit;
- b) in relation to a duplex, triplex or fourplex, each self-contained Dwelling Units;
- c) a Secondary Suite in a single family detached Dwelling Units; and
- d) a Manufactured Home situated in a Manufactured Home Park.

“Secondary Suite”

means an additional Dwelling Unit, located within a Residential Dwelling, whether or not the Secondary Suite is permitted under the RDN Zoning Bylaw 500 or the respective local government authority, as may be amended or replaced from time to time.

“Service Area”

means that portion of the RDN situated on Vancouver Island and Gabriola Island (excluding the City of Nanaimo) in which the Collection Service are to be provided, as designated by the General Manager from time to time.

2.0 TERM

2.1 This Agreement shall commence on the 1st day of October, 2020, and will terminate on the 30th day of September, 2023, unless terminated sooner as provided in this Agreement.

3.0 RENEWAL

3.1 Lantzville shall notify the RDN in writing on or before the 31st of May, 2023 if it wishes to renew the Agreement for a further period. Lantzville and the RDN can propose terms to be included in the renewal, if any. The renewal shall be conditional upon agreement by the RDN to all the terms and conditions of the renewal.

4.0 INDEMNIFICATION

4.1 Lantzville hereby agrees to release, indemnify and save harmless the RDN and its directors, officers, employees, volunteers, agents and contractors from and against all claims, demands, complaints, actions, causes of action, suits, damages, losses (including personal injury and death), liabilities, expenses and costs (including, without limitation, actual legal fees and disbursements) (collectively, the “**Damages**”), arising from or in relation to the provision or the failure to provide the Collection Services, except to the extent that such Damages arise from any wilful misconduct or gross negligence of the RDN, its employees, contractors, and agents.

5.0 INSURANCE

- 5.1 Lantzville shall take out and maintain, during the term of this Agreement, commercial general liability insurance from the Municipal Insurance Association of British Columbia to cover the provision of the Collection Services as set out in this Agreement, in the amount of not less than five (5) million dollars per single occurrence, naming the RDN as an additional insured party thereto, and shall provide the RDN with a certificate of insurance upon request by the RDN.
- 5.2 The RDN and its Contractor agrees to carry its own respective statutory workers' compensation insurance and automobile liability insurance, if appropriate.
- 5.3 The policy of insurance referred to under section 5.1 shall contain a separation of insurer's cross liability clause in favour of the RDN and shall also contain a clause requiring the insurer not to cancel or to change the insurance without first giving the RDN thirty (30) days prior written notice.
- 5.4 If both Lantzville and the RDN have claims to be indemnified under any insurance required by this Agreement, the indemnity will apply first to the settlement of the claim of the RDN and the balance, if any, to the settlement of the claim of Lantzville.

6.0 RDN OBLIGATIONS

- 6.1 The RDN shall provide Collection Services to Residential Dwellings located within the Service Area in accordance with the terms and conditions of the Bylaw.
- 6.2 The RDN shall provide all Collection Services to Lantzville in a competent, careful and professional manner equivalent to the standard of Collection Services provided by the RDN within the Electoral Areas; and
- 6.3 The RDN shall designate the General Manager, subject to direction by the RDN Board, as the primary contact with Lantzville with respect to the Collection Services.
- 6.4 In the event that the Bylaw changes in a way that affects RDN's ability to provide the Collection Services within the terms and conditions or laws applicable to Food Waste, Recyclables or Garbage changes set out in the Bylaw, the RDN reserves the right to change the terms and condition of the Collection Services as set out in the Bylaw to bring the provision of Collection Services into accordance with the new Bylaw or other Laws.
- 6.5 The RDN will provide thirty (30) days written notice to Lantzville of any amendments to the Bylaw that will affect the terms and conditions of the Collection Service as set out in the Bylaw.

7.0 LANTZVILLE OBLIGATIONS

- 7.1 Lantzville acknowledges and agrees that the RDN shall administer and enforce the Bylaw and Lantzville hereby directs the RDN to provide the Collection Services and exercise the powers contained within the Bylaw for and on behalf of Lantzville.

- 7.2 Lantzville agrees to pay Fees to the RDN for the Collection Services as per Schedule A of the Bylaw.
- 7.3 The number of Dwelling Units for the purposes of section 7.2 will be determined as follows:
- a) at the Commencement Date of this Agreement, the Parties agree that there are 1446 Dwelling Units designated for Collection Services;
 - b) Lantzville may increase or decrease the number of the Dwelling Units designated for Collection Service in accordance with section 7.3 (c); or
 - c) in order to increase or decrease the number of Dwelling Units designated for Collection Services, Lantzville must provide the RDN with written notice via the RDN online portal, no less than 2 weeks prior to the first business day of the month in which the increase or decrease is intended to take effect. The notice to the RDN must identify the address of each Dwelling Unit being designated for Collection Services and their respective Collection Cart selections, and each Dwelling Unit undesignated for Collection Services.
- 7.4 Lantzville shall invoice its residents for the Fees payable on account of the provision of the Collection Services. Lantzville acknowledges and agrees that it shall hold any and all such Fees paid by its residents on account of the provision of the Collection Services “in trust” for the RDN. The RDN acknowledges and agrees that the Fees collected by Lantzville pursuant to this Agreement may be combined with other utilities (water and/or sewer) invoiced by Lantzville.

8.0 PAYMENT FOR COLLECTION SERVICES

- 8.1 Lantzville agrees to pay to the RDN each month of the term of their Agreement to the RDN the Fees for the Collection Services as calculated pursuant to the terms set out in Schedule A of the Bylaw. Lantzville acknowledges and agrees that the RDN will be entitled to amend Schedule A of the Bylaw on an annual basis and Lantzville hereby agrees to pay the Fees as set out in Schedule A, as revised from time to time, upon the RDN providing written notice of such amended Schedule A to Lantzville.
- 8.2 The RDN shall pay to Lantzville an amount equal to 7.5% of the total Fees invoiced monthly to cover the costs actually incurred by Lantzville in providing the administrative component under this Agreement (the “**Administration Fee**”). On or before the first anniversary of the Commencement Date, the parties hereby acknowledge and agree to revise the amount of Administration Fee payable, either by increasing or decreasing such amount, as applicable, to ensure that such Administration Fee is a reasonable and genuine pre-estimate of the administrative costs actually incurred by Lantzville in providing the administrative service of collecting the Fees from its residents. Lantzville agrees to provide

the RDN with sufficient proof and documentation of such administrative costs incurred by Lantzville, as reasonably requested by the RDN, for the purpose of revising the Administration Fee pursuant to this Section 8.2.

- 8.3 In the event that Lantzville pays the Fees in accordance with the terms set out in Section 8.4, the RDN shall pay to Lantzville an amount equal to 10% of the total Fees invoiced monthly as an equivalent to the Prompt Payment Discount provided by the RDN within the Electoral Areas to its residents (the “**Prompt Payment Discount Amount**”). Lantzville shall have the right to set off the amount of the Prompt Payment Discount Amount from the Fees held in trust and payable to the RDN.
- 8.4 The RDN will provide invoices on the first day of every month to Lantzville setting out its Fees for the Collection Services, and Lantzville will pay such invoices within thirty (30) days of receipt.
- 8.5 The parties agree that if there is a default in any payment required to be made to the RDN under this Agreement, the amount in arrears will bear interest at the rate of 0%.

9.0 DEFAULT OR NON-PERFORMANCE

- 9.1 In the event that either party (the “**Defaulting Party**”) is in breach of, defaults, or otherwise fails to perform or observe any of the covenants or obligations (the “**Breach**”) set out herein, the other party may deliver written notice of such Breach to the Defaulting Party.
- 9.2 If the Defaulting Party does not cure or otherwise perfect the Breach, and upon the expiry of not less than [**one (1) month**] from the date of the written notice referred to in section 9.1 hereof, the other party may immediately terminate this Agreement.

10.0 DISPUTE RESOLUTION

- 10.1 If the parties to this Agreement are unable to agree on the interpretation or application of any provision hereof, or are unable to resolve any other issue in dispute pertaining to this Agreement, on notice by either party to the other, the parties agree:
- (a) first to promptly, diligently and in good faith, take all reasonable measures to negotiate an acceptable resolution to the disagreement in dispute;
 - (b) second, if the parties are unable to negotiate a resolution under paragraph (a) within sixty (60) days of the notice of dispute or disagreement, to request the assistance of a mediator, and such mediator to be mutually agreed upon by the parties within thirty (30) days of receipt by a party of a written notice requiring mediation, failing which the mediator will be appointed by the BC International Commercial Arbitration Centre (BCICAC). Such mediation will be conducted under the Commercial Mediation Rules of the BCICAC unless otherwise agreed by the parties; and

- (c) third, if the parties are unable to resolve the dispute in accordance with paragraph (b), to refer the matter in dispute to arbitration to a single arbitrator pursuant to the *Arbitration Act* (BC) or any successor legislation on the understanding and agreement that the decision of the arbitrator will be final and binding on the parties. If the parties are unable to agree on a single arbitrator and hear the dispute within sixty (60) days following the termination of the mediated negotiations set out in paragraph (b), an arbitrator will be appointed by the BCICAC.

10.2 Unless otherwise agreed or decided by the arbitrator, costs shall be shared equally.

11.0 TERMINATION

11.1 In addition to any other right of termination under this Agreement but provided that section 10 has not been invoked, then either party may terminate this Agreement for convenience by providing not less than 6 months written notice. Lantzville agrees to pay RDN such reasonable Fees as may have been incurred up to the date of termination.

11.2 Except as specifically provided in this Agreement, neither Lantzville nor the RDN will be entitled to any compensation or damages as a consequence of any termination of this Agreement by the other party.

12.0 NOTICE

12.1 All notices given hereunder shall be made in writing and delivered personally, by registered mail, by courier, or by facsimile or electronic transmission as follows:

If to the RDN: Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, British Columbia V9T 6N2
Email: vschau@rdn.bc.ca
Fax number: 250-390-1542
Attn: Zero Waste Coordinator, Solid Waste Services

If to Lantzville: District of Lantzville
7192 Lantzville Road
Lantzville, BC V0R 2H0
Email: JSlater@lantzville.ca
Fax number: 250-933-8084
Attn: Director of Financial Services

The date of receipt of any such notice shall be deemed to be: (i) the date of delivery if delivered personally or by courier, (ii) five days after the date of mailing if mailed, or (iii) on the date of transmission if sent by facsimile or other electronic transmission during regular office hours, or if that date is not a business day, the next business day.

13.0 CONFIDENTIAL INFORMATION

13.1 The RDN agrees that any of the Lantzville's information obtained or used by the RDN, its employees, contractors, and agents, in the course of providing the Collection Services will be kept confidential by the RDN and will not be used without the prior consent of Lantzville for any purpose other than the provision of the Collection Services or as required by law, including the *Freedom of Information and Protection of Privacy Act*.

14.0 FORCE MAJEURE

14.1 The RDN will not be liable for its failure to perform any of its obligations under this Agreement due to a cause beyond its reasonable control including without limitation acts of God, fire, flood, pandemic outbreak, explosion, strikes, lockouts or other industrial disturbances, laws, regulations, or orders of any duly constituted governmental authority, each of which will be a force majeure event.

15.0 GOVERNING LAW

15.1 This Agreement will be governed and construed in accordance with the laws of British Columbia and Canada and the parties hereto attorn to the jurisdiction of the courts of British Columbia.

16.0 AMENDMENT AND WAIVER

16.1 No amendment, waiver, or variation of the terms, conditions, covenants, and agreements set out herein will be of any force or effect unless the same is reduced to writing by both parties hereto, and no waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, nor will it constitute a continuing waiver unless otherwise explicitly provided.

17.0 ENTIRE AGREEMENT

17.1 This Agreement, including the Schedules attached to it, constitutes the entire Agreement between the RDN and Lantzville with respect to the subject matter hereof and may not be modified except by subsequent Agreement in writing executed by the RDN and Lantzville.

18.0 TIME OF ESSENCE

18.1 Time is of the essence in this Agreement.

19.0 INTERPRETATION

19.1 Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

20.0 ASSIGNMENT

20.1 Neither party may assign this Agreement or the benefit thereof, without the prior written consent of the other party at its sole discretion.

21.0 SEVERABILITY

21.1 The invalidity of any provision of this Agreement will not affect any other provision of it, but the Agreement will be construed as if the invalid provision had been omitted.

22.0 BINDING EFFECT

22.1 This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, administrators, executors, successors and permitted assignees.

[Signature page follows. Remainder of page left intentionally blank.]

IN WITNESS WHEREOF THE PARTIES hereto have executed this Agreement as of the day and year written on page 1.

**THE REGIONAL DISTRICT OF
NANAIMO**

By: _____
Name:
Title:

By: _____
Name:
Title:

THE CITY OF LANTZVILLE

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE A
RDN Resolution

[See attached.]

SCHEDULE B
Lantzville Resolution

[See attached.]

SCHEDULE C
Copy of Bylaw

[See attached.]

TO: Solid Waste Management Select Committee **MEETING:** October 6, 2020

FROM: Sonam Bajwa
Acting Solid Waste Planner **FILE:** [Click here to enter text.](#)

SUBJECT: Update to the Solid Waste Management Plan Monitoring Committee

RECOMMENDATION

1. That the Board receive the report for information.

SUMMARY

On March 5, 2020, the Honourable George Heyman, Minister of Environment and Climate Change Strategy (MOECCS) approved the *Regional District of Nanaimo: Solid Waste Management Plan (Plan)*.

MOECCS requires a Solid Waste Management Plan Monitoring Advisory Committee (PMAC) as a fundamental component of a Solid Waste Management Plan (Plan). The PMAC is to be made up of a diverse cross section of the community and has the role of monitoring implementation of the SWMP as well as provide advice to the Regional Board in this regard. The Terms of Reference for the PMAC are included as Attachment 1.

Solid Waste Services will be meeting with the PMAC on October 15, 2020 to provide an update on the status and progress of the Plan implementation to date. Report to the PMAC is included as Attachment 2.

BACKGROUND

On March 5, 2020, the Honourable George Heyman, Minister of Environment and Climate Change Strategy (MOECCS) approved the *Regional District of Nanaimo: Solid Waste Management Plan (Plan)*.

In accordance with the Ministry of Environment's Guide to the Preparation of Regional Solid Waste Management Plans, a single public and technical advisory committee will act as a "sounding board" of community interests and will provide advice to the Regional Board. The PMAC has been established to meet this requirement. The roles and responsibility of the PMAC include:

- Monitor the Plan implementation in consideration with the Plan Objectives and Guiding Principles;
- Provide advice on the delivery of programs under the Plan;

- Review information related to implementation of the plan, including waste quantities, populations, and diversion rates for each plan component;
- Advise on each major plan review which will occur every five years;
- If requested by the Board, provide recommendations regarding disputes arising during implementation of the plan; and
- Advise on the adequacy of public consultation in matters affecting the public related to plan implementation.

The Chair and Vice Chair of the PMAC is appointed by the Chairperson of the Board and includes the following:

Voting Members:

- One representative from the Select Committee (or alternate);
- Up to 15 members representing a diversity of community interests such as from the following groups:
 - Private sector waste management industry service providers
 - Private sector solid waste facility representatives
 - Non-profit group with an interest in solid waste management (e.g. reuse organization)
 - Large institutional solid waste generator
 - Business representatives, including one focused on the 3Rs
 - Members at large for the community (community association, youth, senior)
 - Regional Landfill area representative
 - Urban/rural geographic mix

Non-Voting Technical Advisors:

- Up to 12 members representing agencies including:
 - Regional District Staff – 3 members
 - Municipal Staff – 4 members
 - First Nations – 3 members
 - Provincial Agencies – 1 member
 - Federal Agencies – 1 member

Resident applications for the PMAC were shared with the Regional Board, which made the final selection of members.

Recommendations of the PMAC are directed to the Solid Waste Management Select Committee for consideration before being directed to the Board.

Solid Waste Services will be meeting with the PMAC on October 15, 2020 to provide them an update on progress made on the programs included in the Plan. Report to the PMAC is included as Attachment 2.

ALTERNATIVES

1. That the Board receive report for information.
2. Provide alternate direction

FINANCIAL IMPLICATIONS

There are no financial implications.

STRATEGIC PLAN IMPLICATIONS

People and Partnerships - Improve the governance and awareness of RDN activities for citizens throughout the Region.

Sonam Bajwa
sbajwa@rdn.bc.ca
September 22, 2020

Reviewed by:

- L. Gardner, Manager, Solid Waste Services
- R. Alexander, General Manager, Regional and Community Utilities
- P. Carlyle, Chief Administrative Officer

Attachments

1. Term of Reference - PMAC
2. Solid Waste Management Plan: A Year in Review

**REGIONAL DISTRICT OF NANAIMO
SOLID WASTE MANAGEMENT
PLAN MONITORING ADVISORY COMMITTEE**

TERMS OF REFERENCE

1. PURPOSE AND SCOPE

The purpose of the Plan Monitoring Advisory Committee (PMAC) is to provide input, from a variety of perspectives, on the implementation of the Solid Waste Management Plan (Plan). In accordance with the Ministry of Environment's *Guide to the Preparation of Regional Solid Waste Management Plans* a single public and technical advisory committee will act as a "sounding board" of community interests and will provide advice to the Regional Board through the Solid Waste Management Select Committee. The Regional Board is the final authority on decisions. The PMAC will remain in existence for the duration of the current Plan.

2. ROLES AND RESPONSIBILITIES

The role of the PMAC is to advise the RDN Board and staff on the implementation of the plan:

- Monitor the Plan implementation in consideration with the Plan Objectives and Guiding Principles;
- Provide advice on the delivery of programs under the Plan;
- Review information related to implementation of the plan, including waste quantities, populations, and diversion rates for each plan component;
- Advise on each major plan review which will occur every five years;
- If requested by the Board, provide recommendations regarding disputes arising during implementation of the plan; and
- Advise on the adequacy of public consultation in matters affecting the public related to plan implementation.

Recommendations of the PMAC are directed to the Solid Waste Management Select Committee for consideration before being directed to the Board.

3. COMPOSITION AND CHAIR

Chair and Vice Chair to be appointed by the Chairperson of the Board.

Voting Members:

- One representative from the Select Committee (or alternate);
- Up to 15 members representing a diversity of community interests such as from the following groups:
 - Private sector waste management industry service providers
 - Private sector solid waste facility representatives

- Non-profit group with an interest in solid waste management (e.g. reuse organization)
- Large institutional solid waste generator
- Business representatives, including one focused on the 3Rs
- Members at large for the community (community association, youth, senior)
- Regional Landfill area representative
- Urban/rural geographic mix

Non-Voting Technical Advisors:

- Up to 12 members representing agencies including:
 - Regional District Staff – 3 members
 - Municipal Staff – 4 members
 - First Nations – 3 members
 - Provincial Agencies – 1 member
 - Federal Agencies – 1 member

4. RULES OF PROCEDURE

The Committee will act in accordance with the RDN Board Procedure Bylaw.

5. ADMINISTRATION

Administrative matters related to the PMAC will be conducted by RDN staff acting through the Chair.

6. TERM

The term of appointment is two years or until new members are appointed. Interested members may apply for reselection at the end of their term.

Lack of attendance may result in members having their membership revoked at the discretion of the committee. If a member resigns from the committee, their position will be filled through the application process or by appointment, as appropriate.

7. MEETINGS

The PMAC will meet at least two times per year with a provision for workshops or other presentations at the PMAC's discretion. Meetings will generally be held in the evenings but may be adjusted at the discretion of the Chair. Meals will be provided when committee activities coincide with meal times.

There is no remuneration for participation on the committee but the RDN will reimburse mileage expenses according to Volunteer Mileage Reimbursement Policy A2.19.

8. DECISION MAKING

Committee decisions will be made by consensus whenever possible. The chair will have discretion as to when the consensus is reached. Consensus will be recorded in the minutes of the meeting.

Committee meetings are open to the public; however only committee members have speaking and voting privileges. Delegations that wish to address the committee must seek approval from the committee through a written request. If votes are taken, minority opinions may be recorded and submitted in addition to the majority opinion to the board.

TO: Solid Waste Management Plan Monitoring Advisory Committee **MEETING:** October 15, 2020

FROM: Sonam Bajwa **FILE:** 5365-02
Acting Solid Waste Planner

SUBJECT: Solid Waste Management Plan: A Year in Review

RECOMMENDATION

That the Solid Waste Management Plan Monitoring Committee receive this report for information.

SUMMARY

On March 5, 2020, the Honourable George Heyman, Minister of Environment and Climate Change Strategy (MOECCS) approved the *Regional District of Nanaimo: Solid Waste Management Plan* (Plan). The Plan was approved by the Board on June 26, 2018 and submitted to the Province on July 3, 2018.

MOECCS requires a Solid Waste Management Plan Monitoring Advisory Committee (PMAC) as a fundamental component of a Solid Waste Management Plan (Plan). The PMAC is to be made up of a diverse cross section of the community and has the role of monitoring implementation of the SWMP as well as provide advice to the Regional Board in this regard.

The purpose of this report is to update the PMAC on existing and new programs aimed at moving the Regional District of Nanaimo (RDN) to the 90% waste diversion target

The following is a short summary table for all programs and their current status:

Program	Summary	Status
Education and Program		
Zero Waste Education	Annual program with some changes due to COVID 19.	Ongoing
Zero Waste Promotion	A number of events were cancelled due to COVID 19. Continue to promote zero waste through website, newsletter, guides and social media.	Ongoing
Green purchasing policy	Solid waste services will create a comprehensive consolidated green purchasing policy.	Future initiative
Soil Giveaway	Partnership to giveaway soil to residents.	Delayed
Zero Waste Recycling	Nanaimo Recycling Exchange will conduct waste audits for local businesses. Solid Waste Select Committee	Ongoing

	supported to creation of a program to release funds to other groups.	
Operational Programs and Service		
Illegal dumping	Annual program. Increase in waived tipping fees for community clean ups, likely due to homeless camp cleanups.	Ongoing
Curbside Collection Service	Automated curbside collection program starting October 1, 2020.	Ongoing
Household Hazardous Waste	Program to recycle items that are excluded from existing stewardship programs	Delayed
Facilities		
Recycling and organics at RDN facilities	20 year organics processing contract. Number of updates at facilities.	Ongoing
Industrial, Commercial and Institutional Waste Management Diversion & Construction and Demolition Waste Diversion	Increasing education in relation to new bylaws to encourage continued waste reduction.	Ongoing
Solid Waste Regulatory Provisions		
Disposal bans and differential tipping fees	Used at RDN facilities since 1991. Cameras installed in preparation of future enforcement of new bylaws	On schedule
Residential Curbside Collection of Garbage, Food Waste and Recyclables Regulation and Charges Bylaw No. 1802, 2020 ¹	Bylaw updated in 2020 in preparation of the new curbside collection system.	Complete
Regional District of Nanaimo Tipping Fee and Solid Waste Disposal Regulation Bylaw No. 1784, 2019	Bylaw updated in 2019 in preparation of Plan approval and new programs.	Complete
Waste Stream Management Licensing	Update to bylaw. Stakeholder consultation and bylaw to be submitted to MoECC	On schedule
Mandatory Waste Source Separation	Program requiring all waste producers to have three stream recycling	On schedule

¹ All RDN Regulatory bylaws can be found here: <https://www.rdn.bc.ca/regulatory-bylaws>

Waste Hauler Licensing	Licensing program creates an economic model which promotes waste diversion.	On schedule
Advocacy		
Advocacy	RDN continue to advocate for residents in the RDN in accordance with the Plan	Ongoing
Financial Information		
Asset Management	Asset Management Plan forecasts food financial standing of the solid waste facilities.	Future initiative
2020 Solid Waste Services Budget		Ongoing

BACKGROUND

History

The *Environmental Management Act* requires each regional district to have a Solid Waste Management Plan (Plan) approved by the Minister. The RDN’s first Plan was prepared in 1988 with updates in 1996, 2004 and 2020; all approved by the residing Minister. Upon approval, the strategies set out in the Plan become a regulatory obligation. Deviations to the Plan require notification to the MOECCS and, depending on the significance of the change, may require amendments and subsequent Minister approvals. This report outlines the requirements set out in the most recent Minister’s approval and the main strategies set out in the Plan.

Requirements Set Out in Minister Approval

The requirements set out in the Minister’s approval of the Plan include:

1. *Engage with the Ministry and consult with stakeholders before introducing bylaws that regulate the management of waste. A later section of this report discusses these proposed bylaws.*
2. *By August 31, 2021, provide the Ministry with an update on the regulatory bylaw referenced in the above paragraph as well as progress towards organics diversion.*
3. *Provide annual reporting and a five-year effectiveness review of the Plan. The annual reporting is consistent with what the RDN is currently providing the Ministry.*
4. *By August 31, 2021, provide a conformance review to ensure the regional landfill is being managed in accordance with the Ministry’s 2016 Landfill Criteria for Municipal Solid Waste.*
5. *Carry out a SWMP renewal by August 31, 2029.*

Education and Promotion:

Zero Waste education

In January 2020, the RDN started a Zero Waste Pilot Project with Qualicum School District (SD 69) and Nanaimo-Ladysmith Public School District (NLPS). As a part of this pilot project, nine schools were selected to undertake an inquiry project on the topic of Zero Waste. Teachers and principals from NLPS and SD 69 met in January for an introductory session on providing educational opportunities around Zero Waste in secondary and elementary schools. Senior administration and facilities from NLPS and SD 68 also attended. Staff learning centered on

recyclables, waste audits, and resources available to classrooms, inquiry, and tips and tools from a local eco school (Departure Bay Eco School).

The pilot project was intended to run until June 2020, however due to COVID 19 restrictions and the impact they had on the school education system, the pilot project was put on pause. Although the project was paused, it was successful in laying down the framework for understanding waste generation, how to reduce waste in schools and how to take that learning elsewhere. In the three months of the pilot project, these schools conducted waste audits (all in multiple classrooms and some school-wide) to collect data to guide their inquiry questions, all resulting in highlighting areas for improvements.

School staff worked with facilities to identify processes and worked with parents and families to reduce the waste coming in schools. Schools came up with a number of innovative ideas to help teach students about reducing landfill waste. Ideas included buying school sewing machines to make recyclable containers, beeswax wraps, a school garden, school cutlery, and countless others. Nine student leadership groups also applied for funds as part of the student leadership component of the pilot project. Seven of these groups were awarded funds to take on a variety of school projects focused on diverting waste from the landfill.

RDN staff are currently working with Shelley Gvojich, District Learning Coordinator, on adjustments for the 2020/2021 school year. The main adjustment will be around waste audits. As it is not likely that COVID restrictions will allow for waste audits, behavior audits and surveys will be used as a means of collecting data.

Zero Waste Promotion

Zero waste promotion includes the RDN website, newsletters, guides, social media and participation in community events such as:

- A newsletter with program updates is scheduled for this winter.
- The RDN website is routinely updated and Solid Waste information Social Media weekly.
- In preparation for 2020/2021 community events, zero waste kits were created which consisted of grocery bag, produce bag, straw kit and snack pouch (picture of kit inserted below). The zero waste kits were intended to be used as giveaways and prizes at the community events. Unfortunately, the planned community events were cancelled or postponed due to COVID 19.
- Solid Waste Services partnered with Drinking Water and Water Shed Protection with the intention to offer a mending workshop during 2020 Water to Earth month. Again, due to COVID19 the event was cancelled.
- The RDN initiated planning for a virtual sustainability week with Vancouver Island University (VIU) for the Fall, which would have included a virtual landfill tour and a session on Love Food Hate Waste with the City of Nanaimo, but due to changes at VIU, sustainability week was postponed. Staff plan to participate when the event is rescheduled.



Green purchasing policy

There are a number of existing RDN green policies, as follows:

- Green Building Policy for RDN Facilities - to establish an Integrated Design Process (IDP) for all new construction and renovation projects undertaken by the RDN.
- Green Housekeeping Program – to reduce exposure of building occupants and maintenance personnel to potentially hazardous chemical contaminants that adversely impact air quality, occupant well-being and the environment in RDN facilities designed.
- Energy Policy (Electricity) - to establish organization-wide direction to conserve energy at all RDN facilities and in all RDN departments.
- Wood First Policy for RDN Facilities - To ensure the use of wood products as primary building materials.
- Sustainable Community Builder Checklist - To establish the process, guidelines, and criteria for the Sustainable Community Builder Checklist.

The Plan proposes the development of comprehensive consolidated green purchasing policy such as the City of Richmond (Attachment 1). Due to other priorities, this is slated as a future initiative.

Soil giveaway

As part of the agreement with CWNA, the RDN receives 25 Tonnes of soil to giveaway to residents on a yearly basis. This is intended to demonstrate “completing the loop” from a waste material to a valuable useable product. A giveaway was at the beginning stages of planning when COVID 19 restrictions were announced in March and the project was deferred. The RDN plans to partner

with Nanaimo Foodshare to host a compost giveaway on March 7, 2021, to coincide with the Seedy Sunday event that is held annually on the first Sunday of March.

Zero Waste Recycling

The Zero Waste Recycling (ZWR) strategy in the Plan includes funding to the Nanaimo Recycling Exchange (NRE) in the amount of \$300,000 between 2019 and 2023 to act as a research/recycling hub for recycling items currently not commercially marketable. The Regional Board recently approved funding for NRE to carry out waste assessments of the Industrial, Commercial and Institutional (ICI) sector, between October 1 and December 31, 2020. This assess the waste stream and waste practices of the organization and identify diversion potential and barriers for waste reduction while identifying ways to increase waste diversion. The value of this project is approximately \$25,000.

The RDN Board recently supported a motion to amend the Plan and expand the Zero Waste funding to project proposals from other agencies in place of just the NRE. Eligible projects include innovative programs that increase waste diversion through the development of a circular economy, not only through recycling, but through actions further up the zero-waste hierarchy of highest best use such as reduction, redesign, re-use, repair and reprocessing of materials. Preference is to be given to non-profits, including partnerships between organizations (government, non-profit and private), with a focus on targeting specific materials or processes that do not have local commercial markets. Submission deadline for 2021 is proposed to be November 30, 2020. Staff are currently developing a communication and application process for this initiative.

Operational Programs and Services:

Illegal dumping

Illegal dumping is an ongoing challenge. The RDN responds in three ways to illegal dumping:

1. Enforcement where possible recognizing that is often impossible to identify the responsible party. The RDN is currently reviewing the illegal dumping bylaw provisions with the potential improve enforcement capabilities.
2. Contracted clean up of illegal dumps sites. The RDN currently contracts with VI Outdoors to conduct illegal dump site clean up throughout the region.
3. Waiving tipping fees at RDN disposal sites for individuals of community groups cleaning up illegal dumping. In 2019 there were 26 cleanups by community groups generating 20 tonnes of collected material; too date in 2020, there have been 19 community clean ups generating 27 tonnes of material. There appears to be growing awareness and individual and community stewardship in responding and cleaning up illegal dumping It is anticipated that the RDN will continue to see an increase in the amount of material brought to disposal community cleans up as we have seen over the last few years.

The RDN partners with Ministry of Transportation and Infrastructure (MOTI) and local forestry companies on clean ups that cross jurisdictional responsibilities. The RDN also cleans up illegal dumpsites on Crown land.

The following tables provides a summary of the total tonnage of material brought to the landfill by community groups.

Year	2016	2017	2018	2019	2020
Tonnage (MT)	14.47	6.56	13.10	19.74	27.35

There has been an increase in the number of active and inactive homeless camps reported in the area. These locations are outside of the scope of the RDN illegal dumping program for contracted cleanup. However, clean ups carried out by community groups are eligible for waived tipping fees at disposal facilities. The RDN also provides a brochure (Attachment 2) to raise awareness and improve the safety of community groups carrying out these types of activities.







Curbside Collection Service

Thirty thousand residents receive curbside service from the RDN. Curbside collection service is currently transitioning from manual collection to automated collection, which includes the use of specialized containers to collect waste using an automated arm on the side of the collection. Automated curbside collection starts October 1, 2020, as originally scheduled.

The cost and cart options of automated service are as follows:

Recycling <i>(same rate for all cart sizes)</i>	Food Waste	Garbage	Annual Utility Fee
100L	Default 100L	80L	\$165
Default 240L		Default 100L	Default \$175
360L		240L	\$250

As the RDN is home to a variety of wildlife, including raccoons and bears, the food waste cart supplied to all RDN residents is equipped with gravity locks that automatically unlatch upon collection which cannot be easily opened by wildlife.

Residents also have the choice to upgrade to a more robust, WildSafeBC certified 240L bear-resistant cart at a one-time cost of \$230 per cart, plus applicable annual waste processing cost.

Due to COVID 19, to ensure the safety of the collection driver and staff at waste facilities, residents are no longer allowed to place food soiled paper towels or tissue into the food waste container. Residents have also been asked to double bag all garbage if a person in the household becomes ill.

Residents had from September 2019 – December 31, 2019 to select their carts. Our communication strategy included office hours, Get Involved online platform, radio ads, social media posts, Newspaper ads, online news ads, bus ads and a newsletter containing a detachable prepaid cart selection survey to mail in.

This resulted in ~10,00 cart selection, ~14,000 total engagement and ~600,000 total points of contact.

A hotline was staffed during cart delivery and will continue to the end of the year as of September 23, 2020. Over 5000 inquires have been received.





Household Hazardous Waste

Most household hazardous waste is managed through stewardship programs that allow residents to drop off items like paint, pesticides, solvents, and used motor oil for free at depots. However, there are a number of items like products missing labels that are not included in these programs. The RDN expects to proceed with procurement of services in early 2021 for a contractor to accept and manage non-stewarded household hazardous waste. The RDN will explore the possibility of a collaboration with the Cowichan Valley Regional District as a similar program is included in the updated Solid Waste Management Plan.

Facilities:

Recycling and organics at RDN facilities

Residents disposing of wastes can also recycle items such as appliances, propane tanks, scrap metal, gypsum, cardboard, paper, glass, and metal and plastic food and beverage containers. Self-haul and commercial customers can also compost food waste (Church Road Transfer Station only), yard waste and wood waste at these facilities.

Organics Processing

In December 2018, the RDN entered into a 20-year Waste Processing Services Agreement (Agreement) with Circular Waste North America (CWNA) for the processing of organic waste collected through the City of Nanaimo (City) and RDN's residential curbside collection programs, as well as yard and garden waste collected at the RDN landfill and transfer station. CWNA is currently processing organics as required under the Agreement. The contract provides long term security for the RDN for processing this waste stream. Circular Waste North America also accepts compostable organics from the private sector.

The Agreement includes the provision for substantial technology improvements to the existing facility, which includes the installation of tunnel composters and odour control improvements. Total plant upgrades are valued at approximately \$4 million, entirely funded by CWNA. The original timeline anticipated for the completed upgrades is by May 2020. However, CWNA has not met this timeline in part due to design revisions and the requirement to obtain a Development Permit from the City, which was not originally required with the original design upgrades.

There will be no additional costs borne by RDN residents as a result of this delay; all processing fees have been negotiated in the Agreement, independent of the facility upgrades. As of July 7, 2020 the comingled organics processing fee was reduced from \$135.50 per tonne to \$107.78 per tonne; a further 4% fee reduction will apply on all organics at the end of the year. Nevertheless, there are innate motivators for CWNA to complete the upgrades related to market development, operational efficiency and regulatory compliance.

The RDN understands that CWNA has met all City submission requirements for a Development Permit and Building Permit and anticipates that permits will be issued in summer 2020. Once the permits are issued, Agreement provisions are for the upgrades to be completed by November 2021.



RDN Disposal facilities updates:

Church Road Transfer Station

- New Geoware Scale software completion end of October 2020.
- Improved system compatibility.
- Integration with cameras.
- RFID technology – improves wait time for commercial traffic.
- Security Camera install completion end of October 2020.
- New ventilation and lighting for residential transfer building completion by year end 2020.
- Upgrade to insure future and current worksafe.

Regional Landfill

- Life of the Landfill – Current estimates are approximately 24 years of air space remaining.





- Capital Projects
 - A Flare Station Upgrade is currently underway to improve aging landfill gas infrastructure.
 - Progressive capping of the landfill is contemplated for 2021 but may be deferred to 2022.
 - Conformance review of the landfill to be carried out in 2021 as required by the Minister as a condition of Plan approval. This will be done in conjunction with a phase development review of the landfill until closure. These evaluations will be as the basis for updating the Design and Operation Plan for submission to MOECCS
 - Landfill Gas Collection – Improvements to the landfill gas collection system were constructed in 2020 including the installation of two new horizontal gas collection trenches in the newly expanded north berm section. The horizontal collectors are anticipated to be commissioned in the coming months once there is sufficient depth of waste material over the lengths of the trenches. Landfill gas collection efficiencies are expected to improve following commissioning.
- New Scale software completion end of October 2020.
- Security Camera install completion end of October 2020.

Industrial, Commercial and Institutional Waste Management Diversion & Construction and Demolition Waste Diversion

RDN disposal facilities as well as several private waste service providers in the RDN provide options self-haul and commercial customers managing wastes. Including appliances, propane tanks, scrap metal, gypsum, cardboard, paper, glass, and metal and plastic food and beverage containers at a number of locations throughout our region. There are also several options in the regions for managing compostable organics including food waste, yard waste and wood waste at

these facilities. increasing waste diversion from these sectors will largely rely on the new regulatory provisions that the RDN proposes to introduce, Waste Hauler Licensing and Mandatory Source Separation. These two initiatives are discussed in more detail below. The introduction of these programs will be done in conjunction with a communication component.

Solid Waste Regulatory Provisions:

Disposal bans and differential tipping fees

Fee differentials were first introduced in 1991 at RDN disposal facilities to encourage maximum effort in removing recyclable and compostable material from the waste stream. Last year, the Regional Board approved the *Regional District of Nanaimo Tipping Fee and Solid Waste Disposal Regulation Bylaw No. 1784, 2019*² which further advances this program through clarity of definitions and increase application of “surcharges” where materials dropped off contain recyclable or compostable materials. The surcharges are typically an 20% increase to the tipping fee. The surcharge is intended to strike the balance between influencing behaviour change without being overly punitive.

Cameras are slated to be installed at the RDN disposal facilities this year to aid improve site safety with better ability to screen for hazardous materials but also to improve the administration of the surcharge system. The application of surcharges will increase in coming years and will be progressively advanced with new regulatory tools the RDN is pursuing (i.e Waste Hauler Licensing, Mandatory Source Separation.)

Residential Curbside Collection of Garbage, Food Waste and Recyclables Regulation and Charges Bylaw No. 1802, 2020²

- This bylaw sets fees and provisions for the single family residential curbside collection program. The bylaw was revised in 2020 to reflect the new automated curbside collection program.

Regional District of Nanaimo Tipping Fee and Solid Waste Disposal Regulation Bylaw No. 1784, 2019²

- This bylaw sets fees and provisions for use of RDN solid waste disposal facilities. It provides for the use of differential fees and surcharges as discussed previously in this report.

Waste Stream Management Licensing (WSML), Bylaw 1386¹

- This bylaw allows for the licensing of private facilities managing solid waste with the goal of minimizing nuisance and setting reporting requirements. The Bylaw, which hasn't been revised since 2004, is currently being updated. Authority for the WSML bylaw is granted through the RDN's SWMP and therefore revisions must be approved by BC's Minister of Environment and Climate Change Strategy. Information on proposed revisions to the bylaw can be found at:
<https://www.getinvolved.rdn.ca/wsml>

Key areas of review and update include:

² All RDN Regulatory bylaws can be found here: <https://www.rdn.bc.ca/regulatory-bylaws>

- Repeal of the RDN Waste Stream Management Licensing Bylaw No. 1386, 2004;
- Excluding solid waste and recyclable facilities managed by the RDN and affiliated municipalities authorized under permit or regulations by the provincial Environmental Management Act;
- Clarifying definitions;
- Identifying and describing private facility types requiring a license;
- Streamlining licensing process;
- Eliminating details associated with operating plans and security requirements that are best suited to be incorporated into the RDN's WSML Application Guide and authorized under the facility license;
- Limiting the scope of the WSML Bylaw to only those areas requiring Minister approval and removes section like illegal dumping and fee provisions to be included in new separate bylaws; and
- Aligning with RDN's direction to support existing and creation of new bylaws including the Mandatory Source Separation and Waste Hauler Licensing bylaws to meet the goal and objectives of the approved Solid Waste Management Plan.

Overall, the main objective of this update is to clarify responsibilities and expectation of the licensee and the RDN to ensure the program remains effective.

- November 2020 - Final bylaw preparation and legal review
- December 2020 – Bylaw approval by Board and submission to the Province for approval

Mandatory Waste Source Separation Bylaw

The RDN is proposing a Bylaw requiring that all business, multi-family dwelling and institutions have bins for garbage, food waste and recycling, or, contract for post-collection sorting. Essentially, this is the same as the 3-stream collection approach currently used with the RDN's single family curbside program which has very high levels of participation in source separating wastes.

Currently, the RDN does not have the authority to impose such requirements, however, through regulation, the Province can authorize the RDN to establish such a bylaw. The RDN is in consultation with Province on gaining these authorities. In September 2020, the Board's Chair, Ian W. Thorpe and the Chair of the Solid Waste Management Select Committee, met with the Honourable George Heyman on this initiative and Waste Hauler Licensing as described below.

The RDN is currently preparing a draft bylaw and consultation plan with the following timeline:

- November 2020 – Draft bylaw and consultation plan presented to Board for endorsement.
- December 2020 to February 2021 – carry out consultation.
- April 2021 – Final bylaw preparation and legal review.
- May 2021 – Bylaw approval by Board and submission to the Province for approval.

Waste Hauler Licensing Bylaw

The RDN is proposing a bylaw requiring all waste haulers operating in the RDN to be licensed. The purpose is to create an economic model which promotes waste diversion. First, it provides an opportunity to give "licensed haulers" a discounted tipping rate at the landfill for waste that does not contain any recyclable or compostable materials. The purpose of this is to encourage

the flow of waste from generators to the waste industry rather than directly to the landfill. Second, it allows the introduction of a disposal levy for waste landfilled or incinerated in or out of region. The purpose is to encourage industry's focus on waste reduction by making it more profitable to divert than dispose. This model will also provide reliable tracking of waste diversion/disposal and has the economic benefit of growing the local waste industry.

The RDN is currently preparing a draft Bylaw and consultation plan for Waste Hauler Licensing. The proposed timeline is the same as for Mandatory Source Separation and is as follows:

- November 2020 – Draft bylaw and consultation plan presented to Board for endorsement.
- December 2020 to February 2021 – carry out consultation.
- April 2021 – Final bylaw preparation and legal review.
- May 2021 – Bylaw approval by Board and submission to the Province for approval.

Following bylaw submission to the Province, the RDN will prepare the administrative framework for the licensing program. Subject to Ministerial approval, the RDN is targeting year end 2021 to have the Waste Hauler Licensing Bylaw operational, the same timeline for having the Mandatory Source Separation Bylaw operational.

Advocacy:

The RDN continues to work with other levels of governments and agencies to promote stewardship of end of life products and waste diversion. The following highlights some of the activities that the RDN has been engaged in.

Clean BC

Clean BC is a provincial government initiative targeting active transportation, job readiness and a plastics action plan. The province has invited feedback on the Clean BC Plastics Action Plan by asking feedback on the plan through several questions. Respondent feedback to the questions, including the RDN's, can be viewed here: <https://cleanbc.gov.bc.ca/plastics-formal-submissions/>. In total, over 35,000 responses were submitted.

The most recent development on this process is the Province's, September 12, 2020 announcement of: 1) a deposit system for milk and milk substitutes in 2022; 2) inclusion of single-use and packaging-like materials in the "packaging and paper product category" in 2023 which means this additional material will be covered by Extended Producer Responsibility (EPR) ; and 3) the province is soliciting feedback regarding possible changes to the recycling regulation, including further expansion of EPR on mattresses, moderately hazardous products, electronic and electrical equipment, and packaging and paper products beyond residential sources.

The RDN will be replying to the province before their November 20, 2020 deadline submission.

Local Recycling Services

Staff have had an ongoing dialogue with MoECC and Recycle BC regarding access to packaging and printed paper depot recycling in the Parksville and Qualicum areas. The inadequate service for depot drop off in this area came about as a result of the Parksville and Qualicum Bottled Depots making a decision to discontinue acceptance of Recycle BC stewarded materials (i.e. packaging and printed paper). Attachment 3 is a letter from RDN Board Chair, Ian W. Thorpe to the Honourable George Heyman, Minister of Environment and Climate Change Strategy and Dave Lefebvre, Director with Recycle BC, requesting the prioritization of this service gap and also highlighting that the Stewardship Association of British Columbia (SABC) standard of access to depots based on a 45-minute drive time is too long and unreasonable.

The RDN has also been working with other regional districts and through the British Columbia Product Stewardship Council (BCPSC), of which the RDN is a member, for a higher provincial standard on access to recycling drop off depots.

The RDN participates in several government and waste management organizations and associations. Collectively they provide significant opportunity to advance waste management improvements through the sharing of knowledge and advocacy. The organizations include:

British Columbia Product Stewardship Council (BCPSC)

The BCPSC is a coalition of BC regional districts that are responsible for solid waste management and waste reduction, recycling and reuse initiatives within their jurisdictions. This group allows for information sharing across regional districts but also acts as platform for discussion with EPR groups. Examples of advocacy done by this group is promoting a higher provincial standard for access to recycling depots and harmonization of reporting on waste diversion to allow for better tracking and understanding of waste diversion opportunities.

Solid Waste Association of North America (SWANA)

SWANA is an organization of public and private sector professionals committed to advancing from solid waste management to resource management through their shared emphasis on education, advocacy and research. The RDN participates in events, training and education opportunities with SWANA.

Union of BC Municipalities (UBCM)

The UBCM was formed to provide a common voice for local government. It provides an opportunity for local governments of all sizes and from all areas of the province to come together, share their experiences and take a united position.

Positions and resolutions developed by members are carried to other orders of government and other organizations involved in local affairs. Policy implementation activities have expanded from annual presentations to Cabinet to UBCM involvement in

intergovernmental committees, regular meetings with Ministers and contact on a daily basis with senior government.

Some of the recent resolutions that the RDN put forward that were endorsed include:

- Harmonize BC Plastics Action Plan and Strategy on Zero-Plastic Waste.
- Amend Recycling Regulation to Include Mattresses and Bulky Furniture.
- Expand EPR Programs.

Summaries of these resolutions can be found in Attachment 4, pages 75 – 77.

National Zero Waste Council

The National Zero Waste Council is a leadership initiative of [Metro Vancouver](#), bringing together governments, businesses and non-government organizations to advance waste prevention in Canada and the transition to a circular economy. In June 2020, the National Zero Waste Council and collaborators released a research report and summary (Attachment 5), *Less Food Loss and Waste, Less Packaging Waste*, to address the dichotomy between food and packaging waste. This forum provides opportunity to discuss findings, hear from researchers, interact with other stakeholders, discuss what's steps can be taken at a local level and develop a national approach on how to move forward on food loss and packaging waste.

Coast Waste Management Association (CWMA)

CWMA offers a forum to assist organizations in meeting the challenges and opportunities of waste management in coastal regions. This is done by facilitating communication and offering networking and educational opportunities (annual conference, ongoing technical sessions and workshops, curated weekly industry news compilation, working groups).

Financial Information:

Asset Management

The RDN Solid Waste Asset Management Plan (AMP) 2020 was approved by the RDN Board in June 2020. The AMP forecasts the financial standing of the Regional Landfill and Church Road Transfer Station as well as considering the delivery of zero waste programs until 2042. The Plan also calculates, forecasts and budgets all Capital Projects, Capital Purchases, Operating Expenses and Reserve Funds over a twenty-two-year period. Through the Plan the core infrastructure owned and operated by the RDN Solid Waste Services is maintained and replaced in a fiscally responsible and operationally efficient manner. Figure 1 presents a financial summary forecast over the 23 year period that the AMP covers.

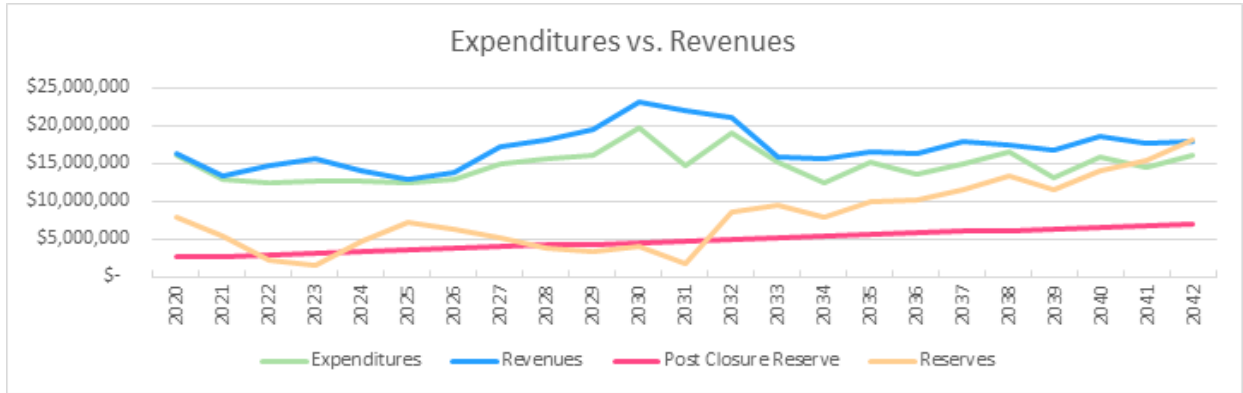


Figure 1

The COVID19 Pandemic has impacted the flow and generation of wastes. In the first quarter of 2020 there was significant uncertainty to the consequence to tipping fees and the influence to the asset management plan. Figure 2 was prepared in March 2020 and based on reviving \$1.1 million less than originally forecasted tipping fees. Comparing the two financial forecasts, pre and post pandemic, shows increased drawdown of capital/operating reserves in 2023/24 and again in 2029. In reality, the landfill has finite capacity; if waste is not received this year, it will be received in future years which will generate future revenues. Delaying the receipt of waste extends the life of the landfill and defers capital projects.

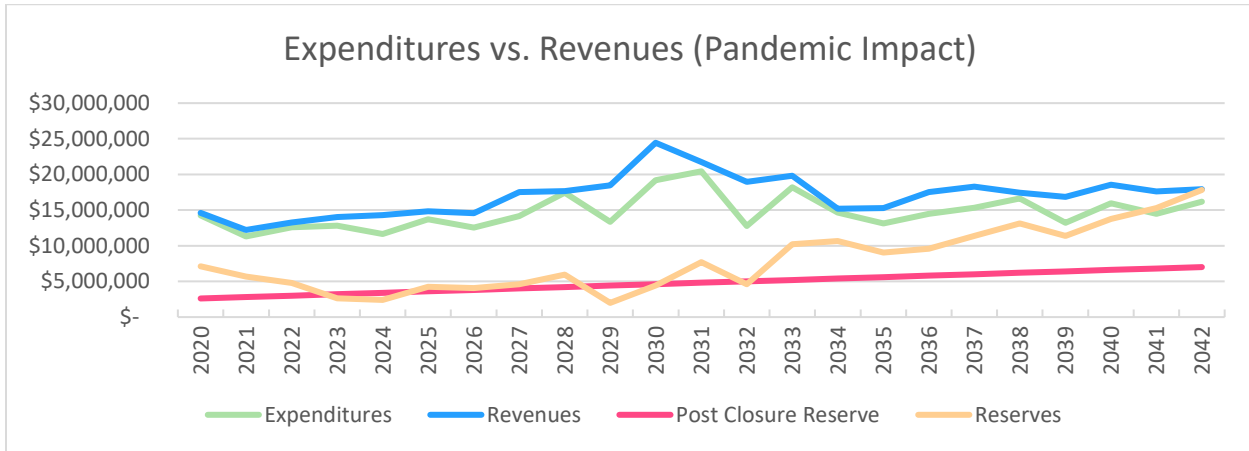


Figure 2

The economy and consequential waste generation has not been impacted to the extent as post-pandemic projections carried out in the first quarter of 2020. However there has been considerable impact to waste flows as presented in the following Figures. In short, more wastes is being generated at home and less waste is being generated by the commercial sector. This trend is consistent with other Canadian communities across the country. The net impact to solid waste disposal facilities for 2020 is expected to be about a 5% reduction in wastes materials received and a \$150,000 lower revenues than originally forecast from the start of the year.

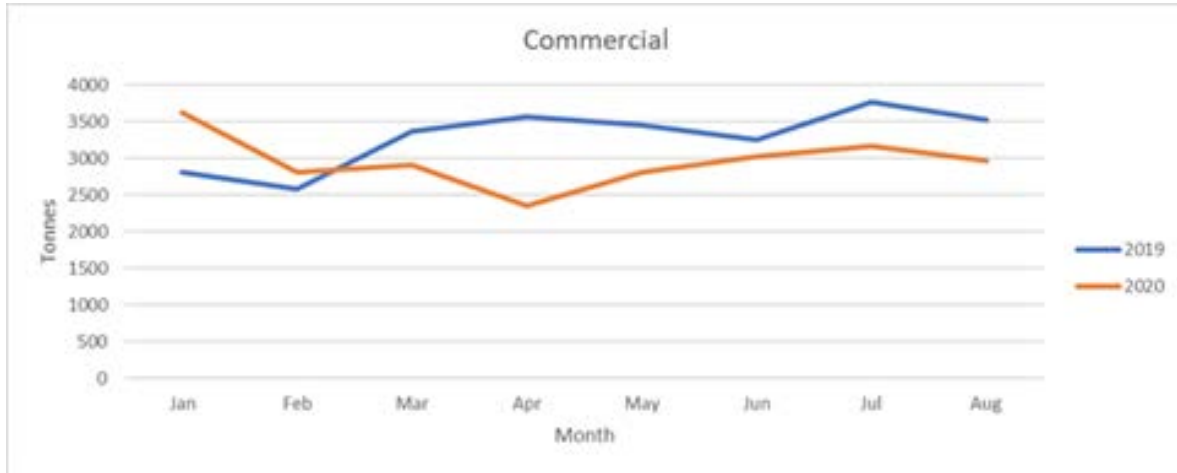


Figure 3



Figure 4

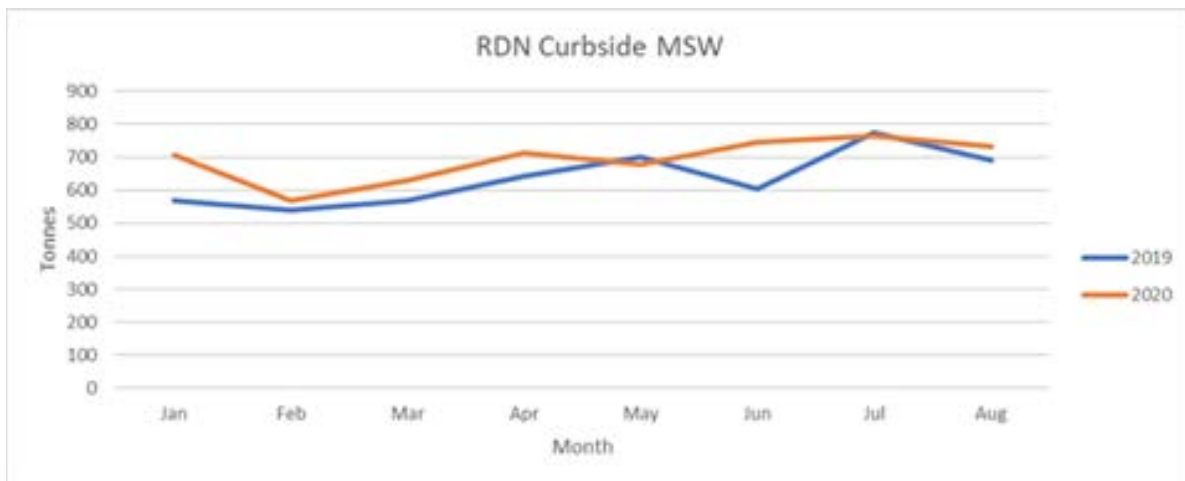


Figure 5

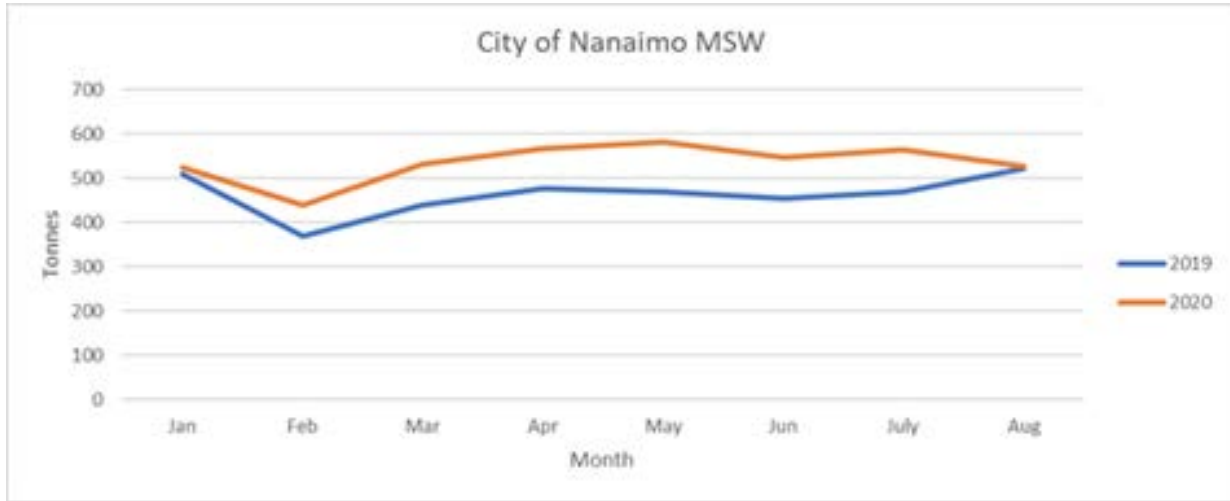


Figure 6

2020 Solid Waste Services Budget

The AMP informs development of annual budgets Figure 7 shows the 2020 budget that was approved by the Board. Approved budgets also project future years budgets as illustrated by the figure which presents the financial outlook until 2023. Solid Waste Services is currently preparing the 2021 budget for Board approval. The only notable change anticipated from what is presented in the Figure below with respect to the 2021 budget is reduced tipping fee revenue.



CONSOLIDATED FINANCIAL PLAN
 2020 to 2024

	2019 Budget	2020 Proposed	2021	2022	2023	2024	Total
Operating Revenues		13.0%	13.0%	13.0%	10.0%	15.0%	
Property taxes	(955,802)	(1,080,056)	(1,220,463)	(1,379,124)	(1,517,036)	(1,744,591)	(6,941,270)
	(955,802)	(1,080,056)	(1,220,463)	(1,379,124)	(1,517,036)	(1,744,591)	(6,941,270)
Operations	(1,321,943)	(1,327,952)	(1,335,480)	(1,343,058)	(1,350,687)	(1,358,369)	(6,715,546)
Landfill tipping fees	(9,300,000)	(9,500,000)	(9,900,000)	(9,900,000)	(9,250,000)	(8,750,000)	(47,300,000)
Utility user fees	(4,037,648)	(4,715,210)	(5,375,339)	(5,482,846)	(5,565,089)	(5,704,216)	(26,842,700)
Grants in lieu of taxes	(6,800)	(6,800)	(6,800)	(6,800)	(6,800)	(6,800)	(34,000)
Interdepartmental recoveries	(103,007)	(103,007)	(103,007)	(103,007)	(103,007)	(103,007)	(515,035)
Miscellaneous	(974,104)	(907,447)	(925,466)	(943,805)	(1,281,143)	(2,064,126)	(6,121,967)
Total Operating Revenues	(16,699,304)	(17,640,472)	(18,866,535)	(19,158,640)	(19,073,762)	(19,731,109)	(94,470,518)
Operating Expenditures							
Administration	1,123,790	1,293,574	1,324,486	1,356,167	1,388,638	1,421,917	6,784,782
Professional fees	406,280	572,667	472,234	482,194	492,367	502,760	2,522,222
Building ops	202,131	213,131	217,420	221,797	226,262	230,814	1,109,424
Veh & Equip ops	655,290	686,289	697,529	711,497	725,742	740,272	3,561,329
Operating costs	8,135,193	8,534,769	8,722,977	8,933,720	9,686,674	10,473,776	46,351,916
Wages & benefits	3,936,776	4,127,816	4,295,773	4,403,169	4,513,248	4,626,078	21,966,084
Contributions to reserve funds	1,710,870	4,364,596	2,134,991	2,710,471	1,831,831	1,477,992	12,519,881
Total Operating Expenditures	16,170,330	19,792,842	17,865,410	18,819,015	18,864,762	19,473,609	94,815,638
Operating (surplus)/deficit	(528,974)	2,152,370	(1,001,125)	(339,625)	(209,000)	(257,500)	345,120
Capital Asset Expenditures							
Capital expenditures	2,457,212	2,708,355	3,289,436	2,465,625	309,000	257,500	9,029,916
Transfer from reserves	(464,990)	(920,000)	(2,288,311)	(2,126,000)	(100,000)		(5,434,311)
Net Capital Assets funded from Operations	1,992,222	1,788,355	1,001,125	339,625	209,000	257,500	3,595,605
Capital Financing Charges							
Total Capital Financing Charges							
Net (surplus)/deficit for the year	1,463,248	3,940,725					3,940,725
Add: Transfer from appropriated surplus	(1,013,040)	(1,113,501)					(1,113,501)
Add: Prior year (surplus) / deficit	(1,981,941)	(2,827,224)					(2,827,224)
(Surplus) applied to future years	(1,531,733)						

Figure 7

ALTERNATIVES

Receive this report for information.

FINANCIAL IMPLICATIONS

The RDN Solid Waste Asset Management Plan (AMP) 2020 was approved by the Regional Board in June 2020. The AMP forecasts the financial standing of the Regional Landfill and Church Road Transfer Station as well as considering the delivery of zero waste programs until 2042.

STRATEGIC PLAN IMPLICATIONS

Environmental Stewardship - Achieve the 90% waste diversion target as per the Solid Waste Management Plan.



Sonam Bajwa
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September 14, 2020

Reviewed by:

- L. Gardner, Manager, Solid Waste Services
- R. Alexander, General Manager, Regional and Community Utilities
- P. Carlyle, Chief Administrative Officer

Attachments

1. City of Richmond Environmental Purchasing Guide
2. Community Clean Up Brochure
3. Letter from RDN Board Chair to Minister of Environment and Climate Change Strategy and Director with Recycle BC
4. 2020 UBC Resolutions Book
5. Less Food Loss and Waste, Less Packaging Waste Report Summary