

## **SCHEDULE “A”**

### **LANDFILL SERVICE AGREEMENT**

#### **Preamble**

- A. The City operates a refuse disposal site on land leased from the Province of British Columbia under Licence #513352 and legally described as part of District Lot 6683, Cariboo Land District (the “Site”).
- B. The facilities and services at the Site are made available to residents of the City and the Regional District.
- C. The parties wish to enter into this agreement to govern the manner by which the Site will be operated, utilized and financed.

#### **General Operations**

1. The City shall operate the Site in keeping with the requirement of the Cariboo Regional District Solid Waste Management Plan and other authorities having jurisdiction and will pay all expenses arising out of its operation.
2. The parties shall dispose of residential, commercial, institutional and light industrial solid waste on the Site.
3. If scrap metal collection and recycling become a part of the landfill operation the City will ensure that all scrap metal is weighed and the origins of all loads are accurately recorded for each transaction.
4. Starting in June of 2019, concrete and rock was excluded from landfill waste. Going forward, all concrete and rock will be stockpiled for beneficial re-use in the form of material for berm construction or to be ground for aggregate to be used on site.
5. In consideration of the services provided under this agreement, the Regional District agrees to provide funding for the services as per the funding formulae outlined in Appendix “A” attached to this Schedule.
6. In addition to the provisions of section 3, a sum will be paid by the Regional District annually, on or before August 15<sup>th</sup>, to contribute toward the agreed upon capital improvement for the landfill. The capital contribution required for the MOU shall be 34% of the total cost for capital expenditures. The parties agree to seek grant funding to the greatest degree possible to facilitate capital upgrades. Anticipated capital improvements could include the following:
  - Gas Monitoring Equipment
  - Berm Construction
  - Landfill Compactor
  - Additional Landfill Equipment

5. The City shall have the right to make such decisions as are necessary to operate, maintain, and finance the Site, subject to such regulations as may be stipulated by the government agencies having jurisdiction over such operations and the Cariboo Regional District Solid Waste Management Plan.
6. Either party may request a meeting to consider those matters of policy on which consultation is required pursuant to this Agreement, and a date for such a meeting between the parties shall be set for no later than thirty days after such a request has been made.
7. The facilities of the Site shall be made available to residents of the City and residents within Electoral Areas A, B, C and I of the Regional District.
8. The Regional District shall secure a future landfill location for the anticipated replacement of the site.

#### **Termination**

9. This Schedule of the Master Agreement may be terminated if, at any time in the opinion of the City, the Site is full and/or can no longer operate in compliance with current provincial requirements. In that event, the City will provide the Regional District with five year's notice of its intention to permanently close the Site.

## APPENDIX “A” TO SCHEDULE “A”

### COST SHARING PRINCIPAL FUNDING FORMULAS

The cost sharing formula in effect for this agreement is derived from a rolling average net of the last two years divided by the percentage of use by each local government’s residents and businesses, based on the previous two years of scale data. The amounts shall be updated annually by the Director of Corporate and Financial Services at the City and sent to the Regional District no later than August 15<sup>th</sup>.

#### General

Regardless of residential or commercial waste types, overall site use shall be determined by the origin of the waste disposed of in the landfill. The City shall be responsible for costs associated with waste generated from within the City and the Regional District will be responsible for costs associated with waste generated from the Regional District. The City will receive credit for tipping fees collected from waste originating from the City and the Regional District will receive credit for tipping fees collected from waste originating from the Regional District.

EXPENSES					
Year	Total	City %	City Expenses	CRD %	CRD Expenses
2017	\$840,892.00	67%	\$563,397.64	33%	\$277,494.36
2018	\$913,565.00	68%	\$621,224.20	32%	\$292,340.80
		Average for 2020	\$592,310.92	"CRD Ex"	\$284,917.58

REVENUE					
Year	Total	City %	City Revenue	CRD %	CRD Revenue
2017	\$324,628.00	76%	\$246,717.28	24%	\$77,910.72
2018	\$409,301.00	74%	\$302,882.74	26%	\$106,418.26
		Average for 2020	\$274,800.01	"CRD R"	\$92,164.49

**2020 Total CRD operational contribution (“CRD Ex” – “CRD R”) = \$192,753.09**

#### Capital

Commencing in 2020 and for each subsequent year, the Cariboo Regional District will contribute 34% of the total cost for capital expenditures.