



**CURBSIDE ADJACENCY AGREEMENT**

**BETWEEN**

**CARIBOO REGIONAL DISTRICT**

**And**

**CITY OF WILLIAMS LAKE**

Adjacency Service for Dog Creek and South Lakeside

Term: \_\_\_\_\_, 2026 to December 31, 2029



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**CURBSIDE ADJACENCY AGREEMENT**

THIS AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_, 2026.

**BETWEEN:**

**CARIBOO REGIONAL DISTRICT**

Suite D, 180 North 3<sup>rd</sup> Avenue  
Williams Lake, BC V2G 2A4

(hereinafter called the “Region”)

**AND:**

**CITY OF WILLIAMS LAKE**

450 Mart Street  
Williams Lake, BC V2G 1N3

(hereinafter called the “City”)

**WHEREAS** the Region’s Solid Waste Management Plan (SWMP), approved by the Ministry of Environment and Parks, the Region’s Board of Directors, and supported by the City, includes new curbside collection of recycling for specified areas of the Region that are adjacent to the City’s municipal boundary;

**AND WHEREAS** the City has an existing municipal service area for the collection of curbside Packaging and Paper Products (PPP) recycling authorized under a Statement of Work (SOW) issued by MMBC Recycling Inc. (Recycle BC);

**AND WHEREAS** Recycle BC states that “Eligible service providers may include...a local government providing curbside collection service in a service area adjacent to the proposed adjacent area, through a sub-contract with another applicable level of government”;

**AND WHEREAS** the Region’s new curbside collection service area identified in Schedule A as “Dog Creek and South Lakeside” (Service Area) meets Recycle BC’s criteria for adjacency service (Schedule B);

**AND WHEREAS** the City is considered an eligible service provider, and the Region will sub-contract the supply of curbside recycling services to the Service Area;

**NOW THEREFORE** in consideration of the agreement and covenants set out in this agreement the Region and the City agree as follows:

## **1. CONDITIONS**

- 1.1** The City will issue a SOW “change order request” to Recycle BC to add the Region’s Service Area households;
- 1.2** Upon amendment of the City’s SOW by Recycle BC, the Region will provide both curbside garbage and recycling collection services for the Service Area, including supply, delivery, and management of curbside totes. Aside from the funds noted in Section 2 below, nothing in this agreement shall be construed as requiring the City to provide or pay for any services in the Service Area, or take on significant additional administrative costs;
- 1.3** The Region will provide Service Area household count updates to the City by June 15<sup>th</sup> each year. The City will provide the updated household count to Recycle BC before the end of June annually in order for revised incentive payments to take effect July 1<sup>st</sup>;
- 1.4** Both garbage and recycling from the Service Area will be collected, managed and reported, separately from the City’s curbside garbage and recycling;
- 1.5** The Region will be solely responsible for education regarding curbside collection services in the Service Area and the implementation, auditing, and promotion of curbside collection services in the Service Area, as described in Schedule C – Recycle BC Transition and Implementation Plan; and
- 1.6** The Region will be accountable for any Recycle BC audit report findings sampled from the Service Area, including any Service Level Failure Credits that may be levied, as per the City’s SOW.

## **2. INCENTIVE PAYMENTS**

- 2.1** Upon commencement of collection services in the Service Area, the City will receive financial incentive payments from Recycle BC for households in the Region’s Service Area.
- 2.2** The Region will invoice the City bi-annually (twice per year) for the Recycle BC financial incentives listed in Schedule D and in accordance with the number of households in the Region’s Service Area, per Section 1.3 of this agreement.

## **3. TERM**

This agreement will come into effect as of the date of signature and will continue until December 31<sup>st</sup>, 2029. This agreement may be extended for up to two further periods of one year each, upon agreement by both parties.

#### **4. TERMINATION**

- 4.1** The Region may terminate this agreement at any time and for any reason by giving 30 days written notice of termination to the City.
- 4.2** The City may terminate this agreement by giving 90 days written notice of termination to the Region.
- 4.3** If the City terminates this agreement, such as failure of the Region to meet the conditions listed in Section 1 of this agreement, then the City may withhold outstanding incentive payments.

#### **5. INSURANCE**

The City and the Region will each obtain insurance coverage as set out below:

- 5.1** Comprehensive General Liability (CGL) coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence with a deductible not exceeding \$1,000,000 (one million dollars) per occurrence;
- 5.2** A Waiver of Subrogation provided by the CGL insurer;
- 5.3** Seek advice and obtain any necessary environmental impairment liability insurance or other such policy as may be recommended by their insurance broker or legal counsel to adequately protect against risks of environmental liability;
- 5.4** Workers' Compensation Insurance or Workplace Safety & Insurance coverage with the applicable Provincial (including, in all cases, British Columbia) or Territorial Workplace Safety & Insurance Board or Employer's Liability Insurance or both with limits as required by Applicable Law covering all Contractor personnel;
- 5.5** CGL insurance should specify that it is primary and non-contributory for each party's people/premises/operations;
- 5.6** Recycle BC included as an additional insured on CGL policy with the following language: "MMBC Recycling Inc. and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as additional insureds for Comprehensive General Liability. Such coverage is primary and non-contributing."; and
- 5.7** The other party included as an additional insured on each party's CGL.

## **6. INDEMNITY**

- 6.1** The Region will indemnify and save harmless the City and all of its employees, servants, representatives and agents, from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) which the City or its employees, servants, representatives or agents incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Region of any obligation of this agreement, or any wrongful or negligent act of the Region or any employee or agent of the Region.
- 6.2** The indemnity described above will survive the termination or completion of this agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the City.

## **7. NOTICES**

Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if served personally, on the date of such personal service or, if delivered by mail, fax or email (both primary and secondary addresses), when received. The addresses for delivery will be as follows:

### **CARIBOO REGIONAL DISTRICT**

Suite D, 180 North 3<sup>rd</sup> Avenue  
Williams Lake, BC V2G 2A4  
Primary Email Address: [tgrady@cariboord.ca](mailto:tgrady@cariboord.ca)  
Secondary Email Address: [mailbox@cariboord.ca](mailto:mailbox@cariboord.ca)

### **CITY OF WILLIAMS LAKE**

450 Mart Street  
Williams Lake, BC V2G 1N3  
Primary Email Address: [ktoews@williamslake.ca](mailto:ktoews@williamslake.ca)  
Secondary Email Address: [corporateservices@williamslake.ca](mailto:corporateservices@williamslake.ca)

## **8. UNENFORCEABILITY**

If any provision of this agreement is found to be invalid or unenforceable by a Court of Competent Jurisdiction, it will be severed from the agreement and will not affect the enforceability or validity of the remaining provisions of the agreement.

**9. HEADINGS**

The headings in this agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this agreement.

**10. WAIVER**

No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

IN WITNESS WHEREOF the said parties hereto have set their hands as of the date written below.

\_\_\_\_\_  
**CARIBOO REGIONAL DISTRICT**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

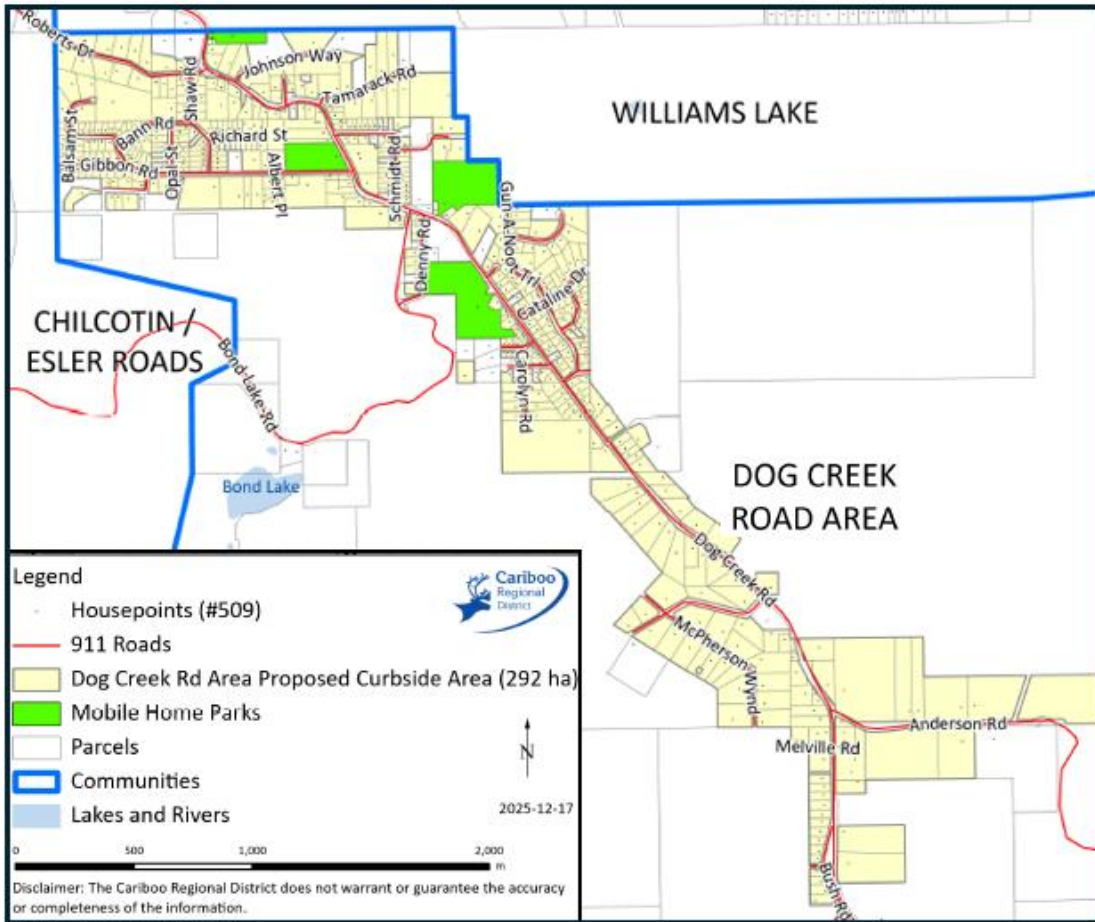
\_\_\_\_\_  
**CITY OF WILLIAMS LAKE**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

**SCHEDULE A – SERVICE AREA**

**“Dog Creek and South Lakeside” Service Area Map**



## SCHEDULE B – ADJACENCY CRITERIA

The “Curbside Eligibility Adjacent Areas” below is referenced from page 39 of Recycle BC’s Packaging and Paper Product Extended Producer Responsibility Plan, dated August 19, 2025.

### ***Curbside Eligibility – Adjacent Areas***

*The following outlines the eligibility criteria for densely populated areas immediately adjacent to existing municipal service areas.*

*Areas outside municipal jurisdictions that are adjacent to existing PPP curbside collection service areas included in the Recycle BC program are eligible to be serviced under the Recycle BC program provided each of the following criterion are met:*

- 1. The proposed adjacent area has a maximum population of 4,999 residents;*
- 2. The proposed adjacent area has a minimum household density of 0.42 households/hectare;*
- 3. There is a maximum distance of 5 km between the existing curbside service area included in the Recycle BC program and the proposed adjacent area; and*
- 4. A curbside garbage collection program is in place in the proposed adjacent area or scheduled to launch no later than coinciding with the introduction of PPP curbside collection.*

For the purpose of evaluating the “Service Area” against the adjacency criteria, each area, Dog Creek and South Lakeside, have been evaluated separately:

1. South Lakeside has approximately 144 households (hh), equivalent to an estimated population of 317 residents. Dog Creek has approximately 509 hh, equivalent to an estimated population of 1,120 residents.
2. South Lakeside has approximately 144 hh spread out over 57 ha, equating to 2.53 hh/ha. Dog Creek has approximately 509 hh spread out over 292 ha, equating to 1.74 hh/ha.
3. South Lakeside’s collection boundary is less than 500 m away from the last house serviced within the City’s collection area. Dog Creek’s collection boundary is less than 200 m away from the last house serviced within the City’s collection area.
4. The Region will launch curbside garbage and recycling services simultaneously. The start date will depend upon the timeline established by the approved amendment to the City’s SOW but is estimated to be between June 15<sup>th</sup> and July 15<sup>th</sup>, 2026.

## SCHEDULE C – RECYCLE BC TRANSITION & IMPLEMENTATION PLAN

### South Lakeside and Dog Creek Adjacency Curbside Collection: Addition to Existing City of Williams Lake SOW RECYCLE BC TRANSITION AND IMPLEMENTATION PLAN

#### BACKGROUND

The City of Williams Lake (City) collects curbside Packaging and Paper Products (PPP) for Recycle BC. During the Cariboo Regional District's (Region) last Solid Waste Management Plan (SWMP) update, nineteen communities in the Region were identified as meeting Recycle BC's Adjacency Criteria for expansion of curbside PPP collection. During phase two of the SWMP consultation in May of 2023 all nineteen communities were surveyed to determine interest in curbside services. Survey results concluded that five (5) communities were in favour of the new services, two of which were Dog Creek and South Lakeside (Service Area). The Service Area is adjacent to the City of Williams Lake's collection area. See below for adjacency criteria.

#### Curbside Adjacency Criteria:

1. The proposed adjacent area has a maximum population of 4,999 residents;
  - a. *Together the South Lakeside and Dog Creek areas have approximately 653 households, equivalent to an estimated population of 1,437 residents.*
2. The proposed adjacent area has a minimum household density of 0.42 households/hectare;
  - a. *South Lakeside has approximately 144 households spread out over 57 ha, equating to 2.53 hh/ha.*
  - b. *Dog Creek has approximately 509 households spread out over 292 ha, equating to 1.74 hh/ha.*
3. There is a maximum distance of 5 km between the existing curbside service area included in the Recycle BC program and the proposed adjacent area; and
  - a. *South Lakeside's collection boundary is less than 500 m away from the last house serviced within the City's collection area.*
  - b. *Dog Creek's collection boundary is less than 200 m away from the last house serviced within the City's collection area.*
4. A curbside garbage collection program is in place in the proposed adjacent area or scheduled to launch no later than coinciding with the introduction of PPP curbside collection.
  - a. *The Region will launch curbside garbage and recycling services simultaneously. The start date will depend upon the timeline established by the approved amendment to the City's SOW but is estimated to be between May 15<sup>th</sup> and July 15<sup>th</sup>, 2026.*

## **COLLECTION REQUIREMENTS**

### **Collection Model**

Both garbage and recycling collection will be automated, using 240-litre collection totes, supplied by the Region. PPP will be single stream collection (mixed containers and paper/cardboard). Garbage will be collected weekly and recycling every other week.

Totes have already been purchased and are in storage.

### **Glass Collection**

Glass collection will not be included in the Service Area; residents will be directed to recycle glass at the nearest Recycle BC depot.

### **Flexible Plastic Collection**

Flexible Plastics collection will not be included in the Service Area; residents will be directed to recycle flexible plastics at the nearest Recycle BC depot.

### **Change to Collection Model**

Both garbage and recycling curbside collection will be new services for the Service Area residents; as such, each household will receive advanced notice of the collection services, including information on costs and how/when they will be charged. Each household will receive a collection schedule, a recycling guide providing details on what will be accepted and not accepted in curbside recycling collection, information on locations of where non-curbside PPP can be recycled and links to both [rbc.ca](http://rbc.ca) and [recyclebc.ca](http://recyclebc.ca) with the delivery of their curbside totes.

The Cariboo Chilcotin Conservation Society (CCCS) will be hired to complete curbside audits of recycling in Service Area. If contamination rates are unacceptable, audits will be ramped up and public meetings will be provided in combination with house visits for those unable to attend public meetings.

The Region will be responsible for all promotion and education programs for the Service Area and will at minimum provide annual outreach to residents.

## **INSTITUTIONAL, COMMERCIAL AND INDUSTRIAL MATERIALS (ICI)**

No ICI material will be collected.

## **RECEIVING FACILITY**

Environmental 360 Solutions' (E360S) location in Williams Lake (formerly Central Cariboo Disposal) is the receiving facility for PPP collected within the City. The Region will direct its contractor to use this facility unless Recycle BC designates a different location, as per the SOW. E360S is the current curbside contractor for the City.

## **ADMINISTRATIVE REQUIREMENTS**

### **Curbside Household Updates**

Curbside Household Updates will be provided in June annually. The complete list of Service Area households will be tracked internally by the Region and updated when new builds are added (when totes are delivered) or when houses are demolished (as tracked by demolition permits through the Region's building department). The Region will supply updated house counts to the City by June 15<sup>th</sup> annually so the City can, in turn, update their house count with Recycle BC before July 1<sup>st</sup>.

### **Multi-Family Household Updates**

Not applicable.

## **TIMEFRAME FOR LOCAL GOVERNMENT APPROVAL**

### **Timeframe for Local Government Approval**

The curbside adjacency areas are included in the Region's updated SWMP, which was approved by the Region's Board in December of 2024 and approved by ENV in March of 2025.

### **Procurement and Delivery of Collection Containers**

The Region has procured 240-litre Rehrig totes for both garbage and recycling collection. They have already been received and are in storage.

## **PROMOTION AND EDUCATION**

Each household in the Service Area will receive advanced notice of the new collection services, including information on costs and how/when they will be charged. Each household will receive a collection schedule, a recycling guide, information on locations of where non-curbside PPP can be recycled and links to both [rcbc.ca](http://rcbc.ca) and [recyclebc.ca](http://recyclebc.ca) with the delivery of their curbside totes.

The CCCS provides Waste Wise education classes to elementary school children in the Service Area and will include curbside education in their programming. CCCS will also be hired to complete curbside audits of recycling in the Service Area and will utilize "Oops" notices or "Good Job" stickers as required.



## **TRAINING OF COLLECTION STAFF**

If the collection staff are not already familiar with acceptable curbside PPP, the Region will ensure they are trained. E360S has been responsible for collecting PPP in Williams Lake since 2014. Their drivers are trained in-house, and since E360S is also responsible for the baling of PPP their staff are very aware of contamination and how important it is to minimize it. Special attention is paid to watch for hazardous materials.

## **CONTAMINATION REMEDIATION PLAN**

### **Required Elements**

The Region's Service Area PPP will be collected, transported and weighed separately from the City of Williams Lake's PPP. If Recycle BC audits show unacceptable levels of contamination from the Region's Service Area, the Region will activate a Contamination Remediation Plan. In absence of Recycle BC audit data the Region will be proactive in minimizing contamination by carrying out the activities listed below.

### **Promotion and Education**

The Region will be responsible for all promotion and education programs for the Service Area and will at minimum provide annual outreach to residents.

For the launch of the new service, each household in the Service Area will receive an information package with the delivery of their curbside recycling tote. Each package will contain:

1. Collection Schedule, including brief overview of non-accepted items;
2. Recycling guide, providing details on what will be accepted and not accepted in curbside recycling collection;
3. Information on locations where non-curbside PPP can be recycled; and
4. Links to [cariboord.ca](http://cariboord.ca), [rcbc.ca](http://rcbc.ca) and [recyclebc.ca](http://recyclebc.ca).

The CCCS provides Waste Wise education classes to elementary school children in the Service Area and will include curbside education in their programming. CCCS will also be hired to complete curbside audits of recycling in the Service Area. CCCS currently provides this service in the 108 Mile Ranch and Williams Lake and utilizes "Oops" notices and "Good Job" stickers.

### **Monitoring**

During the initial two months of service the CCCS will complete curbside audits of Service Area to ensure only curbside program materials are being captured and contamination levels are acceptable.

If contamination rates are unacceptable, audits will be ramped up and public meetings will be provided in combination with the offer of house visits for those unable to attend public meetings.

## **Training**

CCCS and Region staff are all long-term employees who have been involved in the collection and auditing of PPP materials since 2014. If any changes/updates occur to the list of accepted or not accepted PPP materials all staff involved will be informed and trained on the changes. Any new staff will be trained.

## **Enforcement**

In the case that totes are found to be over 25% contamination on more than three occasions, totes will be removed from properties.

During the first occurrence, totes are returned to the home. If residents are home the auditor(s) will go through the tote with them. Most times, this resolves the issue. If no one is home, the tote is left at the house with a note on the tote and a door hanger on the front door. Both the note and door hanger let the resident(s) know why their tote was returned and request that they call the Environmental Services Department at the Region to follow up. If requested during the phone call, a home visit will be arranged for CCCS staff to work with the resident(s). First offence address will be recorded in the audit Excel file and flagged as “excessive contamination”. Flagged addresses will be re-audited during the next audit.

If totes are found to be over 25% contamination a second time, the same actions are carried out as with the first occurrence, but residents are informed that if the same or worse levels of contamination are found a third time, their recycling totes will be removed from the property. Upon a second occurrence the audit Excel file is updated and the property is flagged with a “second offence”. Auditors will make a dedicated audit trip to inspect second offence totes within the next quarter to check for a third time.

In the event that over 25% contamination is found a third time, the recycling tote will be removed. If unreasonable reactions are encountered and CCCS or Region staff are concerned for their safety in tote removal, we will enlist the aid of one of the Region’s Bylaw Enforcement Officers to assist.

If new residents move into the home, or the current residents indicate that they are willing to participate in another training session and successfully demonstrate their understanding of what is permitted in their recycling, their tote will be returned.

For contamination rates below 25%, addresses are tracked in the audit spreadsheet and the type and amount of contamination is recorded. This information is used as a reference during all follow-up audits to track if homes are improving. It is our experience that most homes improve each time they are audited. It is also our experience that most homes are well below 10% contamination and homes that are over 25% are 50 to 75% over. It should also be noted that we assess contamination as number of items not included, not on a weight basis. Most of the contamination found is flexible plastic packaging and Polystyrene foam, which are both light in weight.

## **Tracking**

All audit data is recorded and saved at the Region; this allows for easy follow-up on problem addresses and provides a history of audit data in case recycling totes need to be removed.

## **INSURANCE**

Certificates of insurance will be provided, evidencing that the coverages and policy endorsements required by the MSA are maintained in force, with the inclusion of the necessary language listing Recycle BC as an additional insured.

## **BUSINESS CONTINUITY PLAN**

Business Continuity Plan will be provided.

## **PROGRAM INCENTIVES**

Residents of the Service Area will be charged by the Region for garbage collection. Recycle BC incentives will be used to cover the majority of PPP collection costs including promotion, education and auditing. This incentive will be paid to the City of Williams Lake, as per their SOW, and the Region reimbursed by issuing invoices.

## SCHEDULE D – INCENTIVE RATES

Excerpt from Recycle BC’s SOW with the City:

The Curbside Collection Fee and Top up Fee will be adjusted each year, up or down, on the first day of January of each year. Recycle BC reserves the right to choose the adjustment mechanism to be used each year, as between (i) the results of a cost study that samples the collection service providers to determine the costs associated with the performance of Curbside Collection services; and (ii) an adjustment that is based on the Consumer Price Index (CPI) for BC (All Items), which will be calculated as follows:

2026 Rates:

<b>Curbside Collection Fee</b>		
	<b>Collection Type</b>	<b>\$ per Curbside Household per Year</b>
<input checked="" type="checkbox"/>	Single-Stream using automated carts – Mixed Containers and Paper and Cardboard	\$41.00

<b>Top Up Fee</b>		<b>\$ per Curbside Household per Year</b>
<input checked="" type="checkbox"/>	Resident Education Top Up	\$1.25
<input checked="" type="checkbox"/>	Service Administration Top Up	\$3.75