

# *DISTRICT OF SECHELT GARBAGE CONTROL, COLLECTION AND DISPOSAL BYLAW No. 47, 1988*

**Consolidated for convenience only August 2009**

This Consolidation includes the following Bylaw Amendments:

47-1, 1994  
47-2, 1996  
47-3, 1997  
47-4, 1998  
47-5, 2000  
47-6, 2002  
47-7, 2005  
47-8, 2006  
47-9, 2009



This version of this bylaw is a consolidation of amendments to the original bylaw as of the date specified. This consolidation is done for the convenience of users and accurately reflects the status of the bylaw as of the specified date but must not be construed as the original bylaw and is not admissible in Court unless specifically certified by the Director of Corporate Services for the District of Sechelt. Persons interested in the definitive wording of this bylaw and its amendments should view the original bylaws at the District of Sechelt.

# DISTRICT OF SEHELDT

## BYLAW NO. 47, 1988

### A bylaw to provide for the Control, Collection and Disposal of Garbage

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**WHEREAS** the Municipal Act provides inter alia under Sections 577 and 725, that a municipality may establish and maintain a system to collect, remove and dispose of garbage, may compel persons to make use of the system so established and may otherwise prohibit the accumulation or deposit of garbage;

**AND WHEREAS** the Council may by bylaw enter into contracts for all or part of the collection of garbage on terms and conditions prescribed in the bylaw;

**NOW THEREFORE** the Council of the District of Sechelt enacts as follows:

1. **TITLE**

This bylaw may be cited for all purposes as District of Sechelt “Garbage Collection, Control, and Disposal Bylaw No. 47, 1988”.

2. **DEFINITIONS**

“**APARTMENT HOUSE**” shall mean any building, structure or place occupied or used as a place of living or a place of abode within “the garbage area” and containing more than two self-contained units and includes a hotel, motel, rooming house, and boarding house but does not include a row house or townhouse, as included in the definition of “dwelling”.

“**COLLECTIBLE GARBAGE**” shall mean unwanted, noxious, offensive or unwholesome matter or substances of a non-toxic nature derived from normal household use and capable of being contained in a garbage can but shall not include the following: grass cuttings; tree or hedge clippings or other garden refuse; hazardous (including pathogenic and radioactive) wastes; explosive substances; chemicals which may create hazardous working conditions; material hot enough to start combustion; waste oil or petroleum by-products; lumber; demolition materials, stumps or timber; fish feed bags; batteries; undigested septic sludge.

“**DISTRICT**” shall mean the District Municipality known as the District of Sechelt, and may also include reference to the Council of the District of Sechelt or its authorized servants or agents.

**“DWELLING”** shall mean a building or a portion of a building used as place of abode or place of living within the “garbage area” and containing no more than two self-contained residential units, and shall include those buildings identified on the Assessment Roll as single family dwelling; single family dwelling with basement suite; duplex; duplex up and down; duplex single unit ownership; manufactured home (not in manufactured home park); row housing - single unit ownership; seasonal dwelling; stratified rental townhouse - all units rented out under one ownership; single family dwelling, duplex or seasonal dwelling on two acres or more; BUT shall not include an apartment house, hotel, motel, rooming house, boarding house or those buildings identified on the Assessment Roll as strata lot residence (condominium); manufactured home (in manufactured home park); strata lot seasonal dwelling (condominium); triplex; fourplex; all multi-family categories; all stratified rental apartment categories; seasonal resort, nursing home or congregate care facility uses.

**“ELIGIBLE RESIDENCES”** means each individual “dwelling” as defined in this bylaw and identified in the Assessment Roll.

**“GARBAGE”** includes trade waste, household waste, garden refuse, and all noxious, offensive or unwholesome matter or substances or any article or material which the owner thereof does not wish to retain, including household furniture, appliances, machinery, and construction waste.

**“GARBAGE AREA”** shall mean the Collection Area and shall include those lands within the District of Sechelt on which eligible residences are located.

**“GARBAGE CAN”** shall mean a waterproof container of heavy plastic or light weight galvanized sheeting with a close fitting lid and a maximum capacity of 77 litres and of not more than 20 kilograms weight when filled with garbage.

**“GARBAGE COLLECTOR”** shall mean a person appointed from time to time by Council of the District of Sechelt to carry out the duties related to collectible garbage as provided in this bylaw.

**“OCCUPIER”** shall mean any person occupying any dwelling, habitation or place of residence within the “Garbage Area” but shall not include any person who is merely a boarder, roomer or lodger therein, or the occupant of any apartment building.

**“TRADE PREMISES”** shall mean any warehouse, factory, store, cafe, eating place, wholesale or retail business place, garage or service station, or office building and any building other than a dwelling or apartment house within the “Garbage Area”.

3. (1) Every occupier of a unit in a dwelling within the garbage area shall provide and maintain in good and sufficient order and repair, garbage cans sufficient in number to contain all collectible garbage from that unit.

- (2) Within the garbage area, every owner of an apartment house and every person who occupies a trade premises shall:
  - (i) provide and maintain in good and sufficient order and repair, a proper covered metal garbage bin or other covered metal or heavy plastic receptacle of sufficient capacity to contain all the garbage from that apartment house or trade premises;
  - (ii) arrange at their own cost for the collection and removal from that bin or receptacle on a regular basis at least once a week.
4. All collectible garbage shall be kept in garbage cans which shall, except on the day of collection, be kept in a building or enclosure connected with the dwelling, with which they are associated.
5. All garbage cans shall be accessible on the posted time and day of collection.
6. (a) On the day posted for a collection, the occupier of a dwelling shall place the garbage cans containing collectible garbage adjacent to the street or lane at ground level so as to be available for collection, and shall thereafter on the same day remove all garbage cans from the side of the street or lane and store them in an appropriate building or enclosure.  
  
(b) No occupier of a dwelling shall fill a garbage can placed for collection with collectible garbage to a point closer than two inches from the top of the garbage can.
7. No liquids or free water shall be put or placed in or allowed to run into or accumulate in any garbage can, and all such garbage cans shall at all times be kept securely covered with a watertight cover.
8. No person shall place any explosive substance in any garbage can.
9. All putrescible garbage such as rejected, abandoned or discarded vegetables or animal food shall be drained before being deposited in any garbage can.
10. All garbage cans shall, at all times, be kept in a good and sanitary condition and shall be accessible for inspection at all reasonable hours and when any garbage can has been condemned by the Corporation as unfit for the purpose, such garbage can shall be removed along with the garbage, and the occupier, owner of an apartment house or owner or occupier of trade premises shall forthwith provide a suitable and sanitary garbage can as described in this bylaw.

11. (a) **Frequency and Scope of Collection**

The garbage collector shall pick up collectible garbage from garbage cans filled and placed in accordance with the following frequency and scope of collection:

**Dwellings**

- (i) Collectible garbage from eligible dwellings shall be collected once per week (except where the usual collection day falls on Christmas Day or Boxing Day and the rescheduling agreement provides for a later date),  
to a maximum of **two** garbage cans per unit until February 28, 1998, **BUT**  
to a maximum of only **one** garbage can per unit starting on March 1, 1998.

**Apartment Houses, Trade Premises and Other Buildings**

- (ii) There shall be no collection provided by the garbage collector under this bylaw for apartment houses or other multiple unit buildings nor for trade premises and other similar buildings.

**Excess or Other Garbage**

- (iii) The pick up of collectible garbage or other garbage in excess of or not provided for in this bylaw shall be arranged by the occupier or owner at their cost and in accordance with their own independent agreement with a person providing such a service within the District of Sechelt or by purchasing an extra container tag from the Garbage Collector or through the District office for the sum of \$2.00 per tag.

(b) **Charges for Collection**

The annual charges for collection of collectible garbage and recycling to the extent provided by this bylaw shall:

- (i) be \$140.00 (One Hundred and Forty Dollars) per unit for every dwelling;
- (ii) appear as a charge together with the annual property tax notice;
- (iii) be payable to the District of Sechelt by the property owner of every property containing a dwelling unit as defined in this bylaw;
- (iv) in the case of a new dwelling, be payable, on a pro-rated basis, on the first day of the third month following issuance of a Building Permit by the District of Sechelt.

12. No person shall throw, place or pile or cause to be thrown, placed or piled upon any street, lane, alley, public land or into the sea within the "Garbage Area" or upon any private lot or property within the "Garbage Area", any garbage or refuse.
13. The District may appoint a garbage collector to remove collectible garbage from dwellings within the District, and such appointment shall be on such conditions as the District may determine or agree to by contract, which shall be consistent with the terms of this bylaw.
14. It shall be the duty of the **Garbage Collector** to provide the following services:
  - (a) Collect all collectible garbage within the garbage area in accordance with the frequency of collection set forth in Clause 11 of this bylaw.
  - (b) Report to the Manager of Public Works any violation of this bylaw and any violation of other sanitary regulations by persons within the garbage area.
  - (c) Clean up any collectible garbage spilled or scattered in the operation of collection.
  - (d) Ensure persons employed for the collection of garbage act in a courteous and disciplined manner.
  - (e) Have a central dispatch office equipped with a telephone capable of receiving orders and complaints during ordinary office hours.
  - (f) Answer all complaints courteously and promptly.
  - (g) Respect private property.
  - (h) Provide garbage collection vehicles of substantial construction, which shall be equipped with sufficient covers.
  - (i) Ensure garbage vehicles are washed and cleaned and disinfected to such a degree and at such intervals as will meet the requirements of the Public Health Inspector at all times.
  - (j) Have all garbage collection equipment accessible to the Public Health Inspector at all reasonable times.
  - (k) Ensure that garbage collection vehicles do not interfere needlessly with traffic and that such vehicles are not left standing unnecessarily on any street.
  - (l) Abide by all Federal, Provincial and Local laws and requirements.

15. Where the District enters into a written contract by bylaw, that provides for the duties of the garbage collector to be undertaken by a person, that contract shall require the garbage collector to undertake the duties as set out in this bylaw which in addition to the foregoing shall include the following:
- (a) The contractual garbage collector shall furnish a Performance Bond or an irrevocable letter of credit in an amount equivalent to the service fee for two months of garbage collection in favour of the "District of Sechelt" that will guarantee the specific performance of the contract and against which the District may claim in the event that the contractual garbage collector fails to comply with the terms of the contract.
  - (b) The contractual garbage collector shall carry and pay for comprehensive general liability insurance to a minimum of \$5,000,000.00 (Five Million Dollars), naming the District of Sechelt as an additional named insured and providing for protection against claims arising by third parties as well as coverage for the equipment owned by the garbage collector and for the protection of the employees of the garbage collector so as to comply with the requirements of all legislation, including the Workers' Compensation Act.
16. (1) Every person who offends against or violates a provision of this bylaw or who neglects to do or refrains from doing anything that is required to be done by a provision of this bylaw shall be deemed to be guilty of an offence against this bylaw and upon conviction thereof shall be liable to a penalty under the Offence Act plus the costs of prosecution, or where applicable, to a fine approved and provided under a Municipal Ticket Information Bylaw.
- (2) Every day that a violation of a provision of this bylaw exists or is permitted to exist, shall constitute a separate offence.
  - (3) The Bylaw Enforcement Officer and the local detachment of the R.C.M.P. are hereby authorized to enforce this bylaw and to enter, at any reasonable time onto any property in the course of conduct of administration of this bylaw in order to ascertain whether the regulations of this bylaw are being observed.
  - (4) No person shall interfere with or obstruct the Bylaw Enforcement Officer or the R.C.M.P. or any other person acting in the conduct of administration or enforcement of this bylaw.
  - (5) Should any Section, or sub-section, clause, paragraph or sentence of this bylaw be declared invalid by a court of competent jurisdiction, no other part of this bylaw shall be deemed to be invalid and the balance of the bylaw shall remain in force as a whole except for the part declared invalid.

17. This bylaw may be cited for all purposes as “District of Sechelt Garbage Control, Collection and Disposal Bylaw No. 47”.
18. **Contract Authorization for Garbage Collector 1997\98**
- (a) The District of Sechelt hereby enters the contract for garbage collection services with Direct Disposal Corp. with registered offices at the offices of Lang, Michener, Lawrence and Shaw, 1500 - 1055 West Georgia Street, P.O. Box 11117, Vancouver, B.C., V6E 4N7, for the period March 1, 1997 to February 28, 1999, in accordance with the contract attached hereto and forming part of this bylaw as “Schedule A”.
- (b) The Mayor and Clerk are authorized to execute all documents to give effect to Council’s intention to enter the above agreement.

READ A FIRST TIME this 9<sup>th</sup> day of March, 1988

READ A SECOND TIME this 9<sup>th</sup> day of March, 1988

READ A THIRD TIME this 23<sup>rd</sup> day of March, 1988

RECONSIDERED AND FINALLY ADOPTED this 6<sup>th</sup> day of April, 1988.

“Ben Koch”

“J.M.A Shanks”

\_\_\_\_\_  
Mayor Koch

\_\_\_\_\_  
Administrator - M. Shanks

I hereby certify this to be a true and accurate copy of District of Sechelt “Garbage Collection, Control and Disposal Bylaw No. 47, 1988”.

\_\_\_\_\_  
Municipal Clerk

**SCHEDULE "A" TO BYLAW NO. 47, 1988**

DISTRICT OF SECHELT

GARBAGE COLLECTION AGREEMENT FOR DISTRICT OF SECHELT

THIS AGREEMENT signed this day \_\_\_\_ of, \_\_\_\_\_ 19\_\_\_\_

THIS AGREEMENT signed this day \_\_\_\_ of, \_\_\_\_\_ 19\_\_\_\_

BETWEEN:

(herein called the "Contractor")

OF THE FIRST PART

AND:

DISTRICT OF SECHELT

(herein called the "District")

OF THE SECOND PART

WITNESSES THAT WHEREAS:

- A. The District desires that the Contractor collect Garbage from within the boundaries of the District.
- B. The Contractor by a tender dated \_\_\_\_\_, has offered to provide the services referred to in paragraph A and the District, by Resolution dated \_\_\_\_\_, has accepted the Contractor's offer.

NOW THEREFORE in consideration of the premises and mutual covenants and agreements herein contained and agreeing to be legally bound thereby the District and the Contractor hereby covenant and agree as follows:

# SCHEDULE "A" TO BYLAW NO. 47, 1988

## ARTICLE 1 - THE AGREEMENT

### 1.1 Purpose

The Contractor shall provide all materials, supervision, labour, equipment and all else necessary for or incidental to the proper execution of the Work except where specifically provided otherwise, including, without limiting the generality of the foregoing, the supply of all materials, plant, labour and services for the collection of Contract Garbage from within the boundaries of the District Collection Area.

### 1.2 Co-operation

The District and the Contractor shall co-operate and use their best efforts to ensure the most expeditious implementation of the provisions of this agreement and shall in good faith undertake to resolve any disputes that may arise between them in an equitable and timely manner and in accordance with the provisions hereof.

### 1.3 Contract Appendices

The following appendices are attached to and form part of this agreement:

Appendix 1 - Service Fee

### 1.4 Term

- (a) The term of this agreement shall be from March 1, 1997 to February 28, 1999 unless extended under paragraph (b).
- (b) The Term may be extended by the District for a period of up to two years, with the agreement of the contractor and subject to agreement on any change to the terms of the agreement prior to such extension.

### 1.5 Contractor's Examination

The Contractor acknowledges that it has by careful examination satisfied itself as to the nature of the work, the type and amount of equipment and facilities required to carry out the work and the local conditions affecting the work and does not rely upon any information or representations made by the District.

## SCHEDULE "A" TO BYLAW NO. 47, 1988

### 1.6 No Guarantee

The District does not guarantee or warrant the volume of Contract Garbage that the Contractor will pick up or be able to pick up during the term, and the Contractor acknowledges that it does not rely upon the accuracy of any information provided by the District regarding volumes of garbage.

## **ARTICLE 2 - DEFINITIONS**

### 2.0 Defined Words and Expressions

In this agreement the words and expressions set out below shall have the following meanings unless the context requires otherwise:

**Approved Disposal Site** means a site for the disposal of Garbage and Contract Garbage which is either owned and operated by the Sunshine Coast Regional District or authorised as a disposal site by the District. Unless otherwise specified by the District during the term of this Agreement, the Approved Disposal Site is the Sunshine Coast Regional District's Sechelt Landfill.

**Apartment House** shall mean any building, structure or place occupied or used as a place of living or a place of abode within "the garbage area" and containing more than two self-contained unites and includes a hotel, motel, rooming house and boarding house, but does not include a row house or townhouse, as included in the definition of "dwelling"

**Changes in the Work** means additions, deletions or other revisions to the Work within the general scope of this agreement and includes without restricting the generality of the foregoing changes in the Collection Area, changes in Curb side Collection, changes in the type of collection and the time for pick-up (including increases or decreases to the frequency of Curb side Collection), changes in the Contractor's records and reporting requirements and changes in the source of Garbage to be collected.

**Collection Area** means those lands within the District of Sechelt on which Eligible Residences are located. The Collection Area may be modified during the term of this contract by mutual agreement between the District and the Contractor.

**Collection Vehicles** means the vehicles described in Article 8.2.

**Commencement Date** means March 1, 1997, or such later date as the District may specify in writing.

**Contract Garbage** means collectible Garbage collected from Eligible Residences within the Collection Area.

## SCHEDULE "A" TO BYLAW NO. 47, 1988

**Contractor** means the person or persons or a company whose tender has been accepted by the Owner and who has entered into a contractual "Agreement" with the Owner, and includes the Contractor's personal representative or successors

**Curb side Collection** means the pick-up of Garbage Containers placed on streets or roads adjacent to Eligible Residences, and includes the retrieval of all Materials for Collection which are dropped or blown about by the wind including any debris or liquid which falls from a Collection Vehicle.

**Dwelling** shall mean a building or portion of a building used as a place of abode or place of living within the "garbage area" and containing no more than two self-contained residential units, and shall include those buildings identified on the Assessment Roll as single family dwelling; single family dwelling with basement suite; duplex; duplex up and down; duplex single unit ownership; manufactured home (not in manufactured home park); row housing - single unit ownership; seasonal dwelling; stratified rental townhouse - all units rented out under one ownership; single family dwelling, duplex or seasonal dwelling on two acres or more; **BUT** shall not include an apartment house, hotel, motel, rooming house, boarding house or those buildings identified on the Assessment Roll as strata lot residence (condominium); manufactured home (in manufactured home park); strata lot seasonal dwelling (condominium); triples; fourplex; all multi-family categories; all stratified rental apartment categories; seasonal resort, nursing home or congregate care facility uses.

**District** means the District of Sechelt.

**Eligible Residences** means each individual dwelling as defined in dwelling and identified in the Assessment Roll.

**Enactment** means an enactment as defined in the Interpretation Act (British Columbia).

## SCHEDULE "A" TO BYLAW NO. 47, 1988

**Collectible Garbage** means unwanted, noxious, offensive or unwholesome matter or substances of a non-toxic nature generated by residential premises from normal household use and capable of being contained in a garbage can but does not include: garden waste; commercial waste; industrial waste; institutional waste; demolition, construction & land clearing waste; hazardous (including pathogenic and radioactive) wastes; explosive substances; chemicals which may create hazardous working conditions; materials hot enough to start combustion; waste oil or petroleum by-products; waste paint; lumber; stumps or timbers; fish feed bags; batteries; or undigested septic sludge.

**Garbage Container** means a waterproof container of heavy plastic or light weight galvanized sheeting with a close fitting lid, and a maximum capacity of 77 litres and of not more than 20 kilograms gross weight when filled with Garbage.

**Holiday** means a Christmas and Boxing day.

**Manager** means the Director of Engineering and Public Works or such other representative as may, from time to time, be duly authorized and appointed in writing by the District.

**Regional District** means the Sunshine Coast Regional District.

**Service Fee** means the service fee referred to in Article 3.1.

**Subcontractor** means any person, firm or corporation not contracting with or employed directly by the District for doing any of the Work but contracting with and employed directly by the Contractor provided, however, the term Subcontractor does not include one who merely furnishes or supplies materials. The use of a Subcontractor for any part of the Work must be approved by the District.

**Tag** means the tags used by residents to ensure collection of Garbage Containers in excess of the weekly limit. The tags shall be provided by the contractor, subject to the approval by the District.

**Term** means the term of the agreement being March 1, 1997 to February 28, 1999.

**Tipping Fee** means the charge payable for the depositing of Garbage in an Approved Disposal Site.

## SCHEDULE "A" TO BYLAW NO. 47, 1988

**Work** means the:

- (a) Curb side Collection of Contract Garbage on a weekly schedule;
- (b) Provision of Collection services within the whole boundaries of the District;
- (c) Delivery of Contract Garbage to an Approved Disposal Site;
- (d) Accurately reporting all program data and finances;
- (e) Maintenance of a local office for program management, customer service and tag sales;
- (f) Participation in a public education and awareness campaign.

### **ARTICLE 3 - SERVICE FEE**

#### 3.1 Service Fees

The District shall pay the Contractor a Service Fee in accordance with Appendix 1. The Service Fee shall not be escalated during the initial term of this Contract except in the event that the British Columbia-wide consumer price index determined by Statistics Canada indicates an annual inflation rate in excess of five (5) percent, in which case the Service Fee shall be adjusted by the amount of price inflation indicated in excess of five (5) percent.

#### 3.2 Billing and Payment of the Service Fee

3.2.1 On the 15th (or nearest working day) of each month during the Contract period, the District shall provide the Contractor with the estimated number of service area households served as of the 30th of the previous month. This number shall be based on the previous month's household count plus new residences constructed minus old residences demolished. For the first month of the Contract term, the number of estimated households shall be 2,830 households.

3.2.2 On the last day of each month (or nearest working day) during the Contract period, the Contractor shall provide an invoice to the District, as detailed in 3.2.1, which includes:

- a) Charge per month;
- b) Adjustment for increase/decrease in the number of Eligible Residences.

Goods and Services Tax shall be applied as required.

3.2.3 The District shall pay the Contractor the invoiced amount (subject to other adjustments) within 30 days of receipt.

#### 3.3 Deductions

## **SCHEDULE "A" TO BYLAW NO. 47, 1988**

The District may deduct from the Service Fee, which is otherwise payable, any sums owing to the District by the Contractor under the provisions of this agreement.

### **3.4 The Payment of Other Amounts**

The District shall pay all other amounts due to the Contractor under this agreement that are not included in the Service Fee within 30 days of receipt of an invoice from the Contractor.

### **3.5 Tipping Fee**

The Contractor will not be assessed Tipping Fees at Approved Disposal Sites for Contract Garbage, provided that no other Garbage shall be included in the same load as Contract Garbage. If Contract Garbage and other Garbage from commercial or other sources are mixed in a load, the full Tipping Fee shall apply to the entire load and shall be assessed to the Contractor.

## **ARTICLE 4 - DISTRICT OF SECHLT OBLIGATIONS**

### **4.1 Payment of Service Fee**

The District shall pay the Service Fee as described in Article 3.

### **4.2 Notice by District of Sechelt**

The District shall, by means determined at its discretion, advise owners and occupiers of Eligible Residences from which Contract Garbage is to be collected of the following:

- (a) The Contractor is to be responsible for Curb side Collection of Contract Garbage on a weekly basis;
- (b) The Contractor shall not be obligated to collect Contract Garbage from Eligible Residences unless the Garbage Containers are placed on the street or road adjacent to the Eligible Residences by the owner or occupier prior to the collection time.

### **4.3 Laws and Bylaws**

4.3.1 The Contractor shall comply with all federal, provincial and local laws, regulations and bylaws in any way affecting the execution of the Work.

4.3.2 Without limited the generality of the foregoing, the Contractor shall give all required notices and comply with all laws, regulations, codes, notices and orders of all federal, provincial and local authorities having jurisdiction with

## **SCHEDULE "A" TO BYLAW NO. 47, 1988**

respect to the Work, the lands of the District, the preservation of public health and the protection of the environment.

### **4.4 Payment Withheld**

The District may withhold or nullify, on written notice to the Contractor specifying the ground or grounds relied on, the whole or part of any monthly payment to the Contractor to the extent necessary to protect itself from loss on account of one or more of the following:

- (a) that the Contractor has failed to perform the Work in accordance with this agreement;
- (b) that the Contractor has failed to deliver all Contract Garbage to the Approved Disposal Site;
- (c) that the Contractor is failing to make prompt payments as they become due to the Subcontractors or for material or labour;
- (d) that there exists unsatisfied claims for damages caused by the Contractor;
- (e) that the Contractor has not submitted a statutory declaration for each monthly progress payment in the form required under this agreement;

## **ARTICLE 5 - CONTRACTOR'S OBLIGATIONS**

### **5.1 Performance of Work**

The Contractor acknowledges and agrees that the Work is required to be provided on a consistent basis during the Term of this agreement without interruption. The Contractor shall perform the Work at its sole expense and make such arrangements as may be necessary to perform in accordance with this agreement in the event of labour disputes, mechanical breakdown or any other reason whatsoever whereby the Contractor is unable to directly fulfil its obligations under this agreement. In no event shall the District be responsible for any payments to the Contractor on its behalf other than those set out in Article 3.

## SCHEDULE "A" TO BYLAW NO. 47, 1988

### 5.2 Obtain Permits

The Contractor shall, at its expense, procure and maintain all necessary permits, certificates and licences required by law for the performance of its obligations under this agreement and shall comply with all federal, provincial, local government enactments, municipal and District laws and regulations affecting the performance of its obligations including the District Collection Bylaw Number 47.

### 5.3 Pay Employees

The Contractor shall, at its expense, pay any and all benefits, charges and expenses relating to its employees and staff, including, without restricting the generality of the foregoing, Workers' Compensation assessments, Unemployment Insurance premiums, Canada Pension Plan payments, and holiday pay. The Contractor shall pay all Subcontractors.

### 5.4 Supervision

The Contractor shall at all times provide competent supervision to its employees and any Subcontractors performing obligations of the Contractor under this agreement. All individuals involved in performing the Contractor's obligations must have sufficient knowledge, skill and experience to perform the tasks required of them. Any person employed in the performance of the Contractor's obligations who, in the opinion of the District, does not perform their work in a proper manner or who appears to be incompetent or acts in a disorderly or intemperate manner shall, at the written request of the, no longer be employed in the performance of the Contractor's obligations. The Contractor, its employees, agents and Subcontractors, shall perform the Contractor's obligations under this agreement with courtesy to the public, maintaining cleanliness and protecting and respecting private property, including garbage containers.

### 5.5 Deposit of Contract Garbage

The Contractor shall deposit all Contract Garbage at an Approved Disposal Site.

### 5.6 Purchase of Equipment

- (a) The Contractor will be responsible for the purchasing or supply of all Collection Vehicles.

## SCHEDULE "A" TO BYLAW NO. 47, 1988

- (b) All Collection Vehicles used in conducting the work required by this agreement shall be subject to the approval of the District, but approval or failure to approve Collection Vehicles shall not relieve the Contractor from responsibility of liability for proper performance of the work.

### 5.7 Delays in Work

If the Contractor is delayed in the progress of the Work by any act or neglect of the District or the Manager or by strikes, lockouts, fire, unusual weather conditions or act of God, the Contractor shall, within 48 hours, give written notice to the District of the delay and estimate its probable duration. The District may in its absolute discretion agree upon an extension of time for the performance of this agreement by the Contractor.

### 5.8 Mobilization

The Contractor shall be responsible for mobilizing all equipment, labour and material prior to March 1, 1997, in accordance with an approved schedule.

### 5.9 Demobilization

The Contractor shall be responsible for demobilization of all equipment and personnel upon termination of this agreement. Demobilization shall be according to a schedule prepared by the Contractor and submitted to the District of Sechelt at least two (2) months prior to the termination of this agreement and approved in writing by the Manager. The Contractor shall co-operate with the successor contractor to ensure a smooth transition between contractors.

### 5.10 Guarantee of Performance

5.10.1 The Contractor shall provide to the District an Irrevocable Letter of Credit or a Performance Bond in the amount of (\$\_\_\_\_\_ ) in a form acceptable to the District of Sechelt as security for the performance of the obligations of the Contractor under this agreement.

5.10.2 If the Contractor should neglect to prosecute the Work properly or fail to perform any provision of this agreement, the District, after seven (7) day's written notice to the Contractor, may without prejudice to any other remedy it may have, make good such deficiency and may:

- (a) deduct the cost thereof from the payment then or thereafter due the Contractor, or
- (b) claim the cost from the Irrevocable Letter of Credit or Performance Bond referred to in Article 5.10.1.

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### 5.11 Local Manager

The Contractor shall ensure that a local manager with decision making authority who works within the District is available during the Term and shall provide the name, address and telephone number of such person to the District.

### 5.12 Excess Waste Tags

5.12.1 The Contractor shall make excess waste Tags available to customers at the price specified in Appendix 1. Tags shall be sold at the Contractor's local office as well as from Collection Vehicles. The Contractor will also make Tags available to the District for sale at District offices. The Contractor may make arrangements with other local outlets to sell Tags, provided that this will not relieve the Contractor of the requirement to sell Tags at their local office and from Collection Vehicles.

5.12.2 The revenue from Tags will be apportioned in the following manner: one half of the revenue from each Tag that is sold will go to the Contractor to cover the marginal collection cost and GST; one half of the revenue from each Tag that is sold will go to the District to cover the cost of disposal:

- (a) funds collected by the Contractor for Tag sales shall be deducted from each month's invoice.
- (b) revenue collected by the District for Tags sales shall be forwarded to the contractor as part of the monthly payment.

### 5.13 Contractor's Errors

Changes, errors or mistakes by the Contractor or its agents, workers or employees must be remedied by the Contractor at its expense.

### 5.14 Omissions

Anything which may be imperfectly specified in this Contract must be taken, considered and done by the Contractor as if it were specified correctly.

## SCHEDULE "A" TO BYLAW NO. 47, 1988

### **ARTICLE 6 - INSURANCE**

#### **6.1 General Liability Insurance**

The Contractor shall provide and maintain, while this agreement is in force, either by way of a separate policy or insurance or by an endorsement to an existing insurance coverage, comprehensive general liability insurance with terms and conditions acceptable to the District and subject to the limits of not less than FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence for bodily injury, death and damage to property, including loss of use thereof, or such higher amount as may be reasonable required by the District from time to time. The aforesaid insurance shall be in the joint names of the Contractor and the District and shall cover as unnamed insureds any and all permitted Subcontractors and anyone employed directly or indirectly by the Contractor or its permitted Subcontractors to perform a part of parts of the obligations of the Contractor hereunder.

#### **6.2 Vehicle Insurance**

The Contractor shall provide and maintain while this agreement is in force liability insurance with terms and conditions acceptable to the District on all vehicles used by the Contractor in connection with performance by the Contractor of its obligations under the terms and conditions of this agreement, such aforesaid liability insurance to be not less than FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence for bodily injury, death and damage to property, including loss of use thereof or such higher amounts as may be required by the District from time to time.

#### **6.3 Proof of Insurance**

The Contractor shall provide proof of any insurance which it is required to maintain under this agreement to the District from time to time as required by the District. All insurance policies shall contain an endorsement requiring that the District be given at least thirty (30) days written notice of any changes, amendments or cancellations.

#### **6.4 Payment by District of Sechelt**

In the event the Contractor does not maintain in force the insurance coverage required under Article 6.1 and 6.2, the District may obtain and pay for such coverage and deduct such payment from any Service Fee owing to the Contractor by the District.

## **SCHEDULE "A" TO BYLAW NO. 47, 1988**

### **6.5 Indemnity**

The Contractor shall indemnify and save the District and its elected and appointed officers and employees harmless from and against any and all losses, claims, demand, suits, actions, recoveries and judgements of every nature and description brought or recovered against the Contractor and/or the District by reason of any act or omission or alleged act or omission of the Contractor, its agents, employees or Subcontractors in the performance of the Contractor's obligations hereunder.

### **6.6 Liens**

The Contractor shall indemnify the District and its elected and appointed officers and employees from and against all claims of lien that may be made or filed against property of the District or a third party by reason of an act or omission or alleged act or omission of the Contractor and shall immediately cause any such liens to be discharged at the Contractor's expense.

## **ARTICLE 7 - COLLECTION**

### **7.1 Type of Collection & Time for Pick-Up**

Curb side Collection shall be performed in strict compliance with this agreement. Curb side Collection shall begin at 8:00 a.m. and is to be complete by 6:00 p.m. on a designated pick-up day.

### **7.2 Schedule**

The Contractor shall create a schedule for Curb side Collection, with collection allowable Tuesday through Friday. The detailed collection routes and schedules shall be approved by the Manager fifteen (15) days prior to the Commencement Date. Curb side Collection which would normally occur on a Holiday shall be rescheduled by the Contractor according to the District of Sechelt's policies and approved by the Manager. Any subsequent revisions must be approved by the Manager.

### **7.3 Delivery of Schedules**

The Contractor shall provide and deliver to each Eligible Residences all schedules, route details and dates including any changes regarding Curb side Collection. One week's notice shall be given to the Manager and Eligible Residences prior to any route changes. Revised schedules shall be issued to all affected Eligible Residences prior to implementation.

## **SCHEDULE "A" TO BYLAW NO. 47, 1988**

### **7.4 Weather and Street Maintenance**

The Contractor shall provide Curb side Collection under all weather conditions, save and except floods, exceptionally heavy snowfalls, or conditions amounting to an Act of God which prevent collection. Even in such exceptional cases, areas or parts of areas in which collection can be made shall be serviced.

Service shall be discontinued only with the permission of the Manager and shall be resumed as quickly as possible, or as stipulated by him.

The District shall not be responsible for towing charges or damage to Collection Vehicles occasioned by the condition of streets or lanes within the District.

### **7.5 Disposal of Material**

Haulage costs to the Approved Disposal Site will be at the Contractor's expense.

## **ARTICLE 8 - FACILITIES AND EQUIPMENT**

### **8.1 Local Office**

The Contractor shall at its expense provide, operate and maintain a convenient located local office within the Regional District for managing its responsibilities under this Agreement. The local office shall be used to provide customer service including telephone inquiries and the sale of Tags for extra Garbage Containers. The local office shall be open five (5) days per week, Holidays excluded, during a minimum period 8:00 a.m. to 5:00 p.m. Monday through Friday.

### **8.2 Collection Vehicles**

8.2.1 The Contractor shall provide Collection Vehicles which:

- (a) have fully enclosed metal bodies mounted on a truck chassis of sufficient capacity and strength to load and unload all Garbage;
- (b) comply with all federal, provincial and municipal government requirements;
- (c) are properly constructed and maintained to eliminate the depositing of material (including liquids and oils) onto the streets;
- (d) are properly signed and painted which signing and painting shall include the name of the Contractor and the consecutive numbering of

## **SCHEDULE "A" TO BYLAW NO. 47, 1988**

each vehicle with one hundred fifty (150mm) millimetre numbers on front, rear and both side panels.

- 8.2.2 The Contractor shall at all times provide, maintain and operate a sufficient number of collection Vehicles, as approved by the Manager, to properly maintain the level of service specified in this agreement.
- 8.2.3 The Contractor shall be responsible for maintenance, repairs and all other operating costs or requirements of Collection Vehicles, including fuel, licensing, insurance, regular washing, storage, repairs and paint.
- 8.2.4 The Contractor shall keep all Collection Vehicles clean at all times.
- 8.2.5 The Contractor shall be prohibited from displaying any advertising matter whatsoever on any of the Collection Vehicles except as the District may require from time to time.

### **ARTICLE 9 - PERSONNEL**

#### **9.1 Contractor's Staff**

- 9.1.1 The Contractor shall, at all times during the term of this Contract, have a local manager charged with the responsibility of supervising the operations of the Contractor and shall maintain a local office at all times and a telephone manned during all working hours throughout the duration of this contract, as described in Article 8.1. The office shall have suitable means of communication at all times with the collection crews.
- 9.1.2 The Contractor shall employ properly qualified and trained equipment operators, labourers and supervisory staff for the operation of the garbage collection Contract and shall make available a sufficient number of equipment operators and labourers to complete the performance of the Work.

#### **9.2 Employees**

All employees of the Contractor shall have proper identification in their possession when performing duties related to the Contract, demonstrating that they are carrying out their duties under this agreement and representing the District garbage collection program.

## **SCHEDULE "A" TO BYLAW NO. 47, 1988**

### 9.3 Pick-up and Complaints Line

- 9.3.1 The Contractor shall have knowledgeable staff whose duties shall include receiving telephone calls during normal working hours.
- 9.3.2 Complaints shall be logged separately and copies sent to the District on a monthly basis or as required by the Manager.
- 9.3.3 All calls relating to missed pick-ups shall be logged in by the Contractor and such logs shall be available immediately upon request for inspection by the District.

## **ARTICLE 10 - CONTRACTOR'S RECORDS AND REPORTING**

### 10.1 Weighing

All Contract Garbage collected shall be weighed at the Approved Disposal Site. The Contractor shall collate weights by date and route and provide a monthly summary to the District.

### 10.2 Contractor's Records

The Contractor shall maintain its books and records relating to the performance of this agreement in accordance with the following minimum requirements:

- (a) The Contractor shall maintain any or all ledgers, books of accounts, invoices, vouchers and cancelled cheques, as well as all other records and documents evidencing or relating to the charges for services, expenditures or disbursements borne by the District for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor pursuant to this agreement.
- (b) The Contractor shall maintain all documents or records which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this agreement.

## SCHEDULE "A" TO BYLAW NO. 47, 1988

- (c) Any records or documents required to be maintained pursuant to this agreement shall be made available for inspection or audit, at any time, during the regular business hours, on written request by the Manager. Copies of such documents shall be provided to the Manager for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records, shall be available at the Contractor's address indicated for receipt of notices in this agreement. Where records or documents have been provided by the Contractor, such records or documents shall not be available for public inspection without the consent of the Contractor.
- (d) Where the Manager has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination the Contractor's business, the District may, by written request by any of the above named officers or designates, require that custody of the records be transferred to the District and that the records and documents be maintained by the District. Access to such documents shall be granted to any party authorized by the Contractor, its representatives, or its successor-in-interest.

### 10.3 Garbage Tag Set-Outs

The Contractor shall keep an accurate record of the number of garbage Tag set-outs per route, per day, which shall form part of the monthly report.

### 10.4 Reporting

The Contractor shall submit to the Manager the following reports, on forms approved by the District, during the Term of this agreement:

#### (a) Monthly Reports

Within five (5) working days after the last day of each month, the Contractor shall submit a monthly project report to include at least all of the following:

- (1) Tonnages of all Contract Garbage collected, by day and route.
- (2) The number of households serviced per route.
- (3) The average number of Garbage Containers set-out per route per day.
- (4) The number of Tags used per route per day.
- (5) A summary of missed pick-ups by route and customer contacts by category - missed pick-up, information, other.

## SCHEDULE "A" TO BYLAW NO. 47, 1988

- (6) A list of all Collection Vehicle numbers and corresponding daily route numbers shall be supplied to the District by the Contractor.
- (7) A list of all new or pre-existing residences not currently on the master list of eligible residences maintained by the District.

(b) Accidents

Accidents or damage occurring to Collection Vehicles which could adversely affect the performance of the Contractor shall be reported to the Manager within 24 hours of occurrence.

(c) Delay

If the Contractor is delayed in the progress of the Work by any act of neglect of the District or the Manager or by strikes, lockouts, fire, unusual weather conditions or act of God, the Contractor shall within 24 hours give written notice to the District of the delay and estimate its probable duration. The District may in its absolute discretion agree upon an extension of time for the performance of this agreement by the Contractor.

### 10.5 Contractor's Work Program

The Contractor shall deliver to the District 15 days prior to the Commencement Date a work program and schedule showing:

- (a) Mobilization, location and construction of equipment storage, maintenance facilities, with starting and completion dates;
- (b) Initial training of personnel;
- (c) A plan for the Contractor's involvement in program promotion and public education developed in conjunction with the Manager.

## **SCHEDULE "A" TO BYLAW NO. 47, 1988**

### **ARTICLE 11 - PUBLIC AWARENESS/RELATIONS**

- 11.1 The Contractor acknowledges that its employees, agents and subcontractors will be dealing with the public in the execution of this agreement and that it is of primary importance to the District that excellent relations with the public be maintained and that all persons under the control of the Contractor conduct themselves in a courteous and respectful manner conducive to good public relations.
- 11.2 In addition to any promotion undertaken by the District, the Contractor may undertake additional promotion which he feels will benefit the program. Any promotional materials must be approved by the Manager prior to distribution.
- 11.3 The Contractor will co-operate, to the extent possible, with community groups who involve themselves with recycling.

### **ARTICLE 12 - DISTRICT OF SEHEL'T'S RIGHT TO TERMINATE**

#### **12.1 District of Sechelt's Right to Terminate**

- 12.1.1 The District may terminate the Contractor's right to continue with the Work if the Contractor at any time becomes bankrupt, makes an assignment of their property for the benefit of creditors or if a receiver or liquidator is appointed with respect to the business of the Contractor, and such termination shall be effective upon notice from the District to the Contractor.
- 12.1.2 Without limiting the generality of the foregoing, the District may terminate the Contractor's right to continue with the Work if the District considers that the Contractor:
- (a) has failed to commence the Work or to recommence the Work after suspension within the time specified in the contract documents;
  - (b) has failed or is failing to use diligence or has failed to comply with the instructions of the Manager to expedite the work or has otherwise failed to make such progress with the Work as is necessary to ensure the completion of the Work or any part of the Work in the time specified in the contract documents;
  - (c) for any reason, including strike, lockout or other labour dispute, the Contractor has failed or is failing to supply enough competent workers, equipment, management, materials or suitable equipment or place of business to ensure the completion of the Work in the time specified in the contract documents;
  - (d) the Contractor has become in any way unable to carry on the Work or any part of the Work;

## SCHEDULE "A" TO BYLAW NO. 47, 1988

(e) the Contractor has committed any other breach of this agreement.

12.1.3 The District may terminate the Contractor's right to continue the Work at any time by reason of any fraud or dishonesty of any officer, employee, agent, servant or shareholder of the Contractor in the performance of this agreement.

12.1.4 In any early termination of this agreement:

(a) the District shall pay to the Contractor the money owing to him under this agreement to the date of termination less any amounts which the District is entitled to hold back pursuant to any enactment or pursuant to this agreement;

(b) the District may take all work out of the Contractor's hands and employ such means as it may see fit to complete the work and in such case:

(i) the Contractor shall have no claim for any further payment in respect of work performed but shall be liable for all damages and expenses which may be suffered by the District by reason of such default or delay or the non-completion by the Contractor of the Work;

(ii) no objection or claim shall be made or raised by the Contractor by reason of or on account of the ultimate cost of the Work so taken over for any reason being greater than in the opinion of the Contractor, or any other person, it should have been;

(iii) all materials and all rights, proprietary or otherwise, leases, licences, powers and privileges, whether relating to or affecting real or personal property, acquired, possessed or provided by the Contractor for the purposes of the Work under the provisions of this agreement shall become or remain and be the property of the District as fully and to all intents and purposes connected with the Work as they might have been used, exercised and enjoyed by the Contractor, and the Contractor shall cause to be executed any assignments, assurances or documents as may be needed to carry out the intent of this section.

12.2 If the District has the right to terminate as set out in Article 12.1 the District may in its absolute discretion by itself complete or employ such third parties as it sees fit for the purpose of completing the Works or any part thereof and the District of Sechelt shall not be liable for any loss the Contractor may sustain as a result thereof.

## **SCHEDULE "A" TO BYLAW NO. 47, 1988**

### **ARTICLE 13 - CONTRACTOR'S RIGHT TO TERMINATE**

#### 13.1 Delay

If the Work should be stopped or otherwise delayed for a period of ninety (90) days or more under an order of any court or other public authority, and providing that such order was not issued as the result of any act or fault of the Contractor or of anyone directly or indirectly employed by it or should the District fail to pay the Contractor any moneys due to the Contractor within sixty (60) days of the same becoming due, the Contractor may terminate this agreement.

#### 13.2 Termination Payment

If the Contractor terminates the agreement, pursuant to Article 13.1, the Contractor shall be entitled to be paid for all Work performed up to the date of such termination.

### **ARTICLE 14- CHANGES IN THE WORK**

#### 14.1 Request for Changes

The District shall have the right to require the Contractor to undertake Changes in the Work by increasing or decreasing any aspect of the Work. In the event that the District requires Changes in the Work the District shall:

- (a) give to the Contractor in writing 30 days notice of the requirement for change, which notice shall specify the Changes in the Work, the effective date of such Changes and the increase or decrease in the Service Fee proposed by the District;
- (b) pay the Contractor the proposed increase or decrease in the Service Fee from the effective date of the Changes on the basis set out in Article 3; and
- (c) negotiate in good faith any changes to the proposed Service Fee requested by the Contractor.

## **SCHEDULE "A" TO BYLAW NO. 47, 1988**

### **14.2 Contractor's Duties**

The Contractor shall:

- (a) implement Changes to the Work requested by the District by no later than the effective date of such Changes; and
- (b) negotiate in good faith any changes to the proposed Service Fee change proposed by the District.
- (c) not claim any amount as an extra or additional payment on account of any changes in the Work unless it has first submitted a written request for payment and received the District written consent to such payment.

### **14.3 Dispute Resolution**

In the event that the District and the Contractor cannot agree in changes to the Service Fee the dispute shall be resolved pursuant to Article 15.14 provided that until such dispute is resolved the Contractor shall undertake the Changes to the Work

and the District shall pay the Contractor the proposed Service Fee increase or decrease.

## **ARTICLE 15 - MISCELLANEOUS**

### **15.1 Interpretation of Contract**

- (a) The District has authority to decide questions arising under this Agreement and interpret the requirements of this Agreement, such decisions to be given in writing.
- (b) The Contractor must notify the District in writing immediately if the Contractor disagrees with a decision by the District. If the disagreement is not resolved immediately, the Contractor shall follow the District's decision and the dispute must be referred to mediation/ arbitration under Article 15.14 if the parties cannot agree within 30 days of the date of the District's written decision.

## SCHEDULE "A" TO BYLAW NO. 47, 1988

### 15.2 Waivers

The failure at any time of either party to enforce any of the provisions of this agreement or to require at any time performance by the other party of any such provision shall not constitute or be construed to constitute a waiver of such provision, nor in any way to affect the validity of this agreement or any parts thereof, or the right of either party thereafter to enforce each and every provision of this agreement.

### 15.3 Modification

No waiver, modification or amendment of any of the provisions of this agreement shall be binding unless it is in writing and signed by the duly authorized representatives of both parties.

### 15.4 No Duty of Care

Nothing in this agreement shall be interpreted as creating any duty of care on the part of the District to the Contractor and the parties acknowledge and agree that the right of the Contractor are limited to its rights under this agreement.

### 15.5 Assignment

No assignment of this agreement or any right accruing under it shall be made by the Contractor without the written consent of the District.

### 15.6 Interpretation

This agreement shall be construed and interpreted in accordance with the laws of British Columbia.

### 15.7 Binding Effect

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

### 15.8 Survival

The articles, sections, subsections and paragraphs contained in this agreement entitled and under the headings "Article 12" and all other articles, sections, subsections and paragraphs providing for the limitation of, waiver of or protection against liability of the parties hereto and their respective Subcontractors shall survive termination, cancellation or expiration of this agreement.

### 15.9 Means of Giving Notice

## SCHEDULE "A" TO BYLAW NO. 47, 1988

All notices and demands required or permitted to be given hereunder shall be in writing and may be delivered personally, sent by facsimile, telegram or telex, or may be mailed by first class, prepaid registered mail to the addresses set forth below. Any notice delivered or sent by facsimile, telegram or telex shall be deemed to have been given and received at the time of delivery. Any notice mailed as aforesaid shall be deemed to have been given and received on the expiration of five (5) business days after it was posted, addressed as follows:

If to the District of Sechelt:

Director of Engineering and Public Works  
District of Sechelt  
2nd Floor, 5797 Cowrie Street, PO Box 129  
Sechelt, British Columbia V0N 3A0

If to the Contractor:

or such other address or addresses as may from time to time be provided in writing by the parties hereto. If there shall be, between the time of mailing and the actual receipt of a notice, a mail strike, slow down or other labour dispute which might affect the delivery of that notice by the mails, then the notice shall only be effected if actually received by the person to whom it was mailed.

### 15.10 Liquidated Damages

If the Contractor fails to carry out the Work in accordance with the Agreement to the District's satisfaction, within the specified times, the Contractor shall pay the District sum of \$\_\_\_\_\_ for each and every day that the work is not carried out in accordance with this Agreement within the specified times, such amount having been fixed by the parties as an estimate of the losses which the District will suffer by reason of delay in performance of the Work, and the District may deduct the amount of such liquidated damages from any amount payable to the Contractor by the District.

## **SCHEDULE "A" TO BYLAW NO. 47, 1988**

### **15.11 Independent Contractor**

For the purpose of this agreement, the Contractor shall be deemed to be an independent contractor and not an employee or agent of the District. Any and all agents, servants or employees of the Contractor or other persons, while engaged in the performance of any work or services required to be performed by the District under this agreement, shall not be considered employees of the District, and any and all claims that may or might arise on behalf of the District, its agents, servants or employees as a consequence of any act or omission on behalf of the Contractor, its agents, servants, employees or other person, shall not be the obligation or responsibility of the District. The Contractor, its agents, servants or employees shall be entitled to none of the rights, privileges or benefits of District Employees except as otherwise may be stated in this agreement.

### **15.12 Severability**

The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, that holding shall not affect the remaining portions of this agreement.

### **15.13 Entire Agreement**

This agreement shall constitute the entire agreement between the parties and shall supersede all prior written or unwritten negotiations, understandings and agreements.

### **15.14 Mediation/Arbitration**

- (a) All disputes arising out of or in connection with this agreement, or in respect of any defined legal relationship associated therewith or derived therefrom shall be referred to mediation, before a single mediator, agreed to by the District and the Contractor;
- (b) failing agreement arising from that mediation, the dispute may be referred thereafter to arbitration if so agreed by the District and the Contractor in accordance with the terms of arbitration agreed at that time;
- (c) failing agreement on the dispute referral to arbitration, the matter may be referred by either party to a court of competent jurisdiction;

**SCHEDULE "A" TO BYLAW NO. 47, 1988**

- (d) any matter in the Contract left to be mutually agreed upon, which cannot be agreed upon, may be settled by arbitration under the rules of the British Columbia International Commercial Arbitration Centre. The appointing authority shall be the British Columbia International Commercial Arbitration Centre. The case shall be administered by the British Columbia International Commercial Arbitration Centre in accordance with its "procedures for cases under the BCICAC rules". The place of arbitration shall be Vancouver, British Columbia.

**15.15 Use of Words**

Whenever the singular or masculine is used throughout this agreement the same shall be construed as meaning the plural or feminine or body corporate, as the context or the parties hereto so require.

**IN WITNESS WHEREOF** the parties hereto have caused this agreement to be executed by their duly authorized representatives as of the date and year first above written.

The Corporate Seal of the )  
DISTRICT OF SECHELT )  
was hereunto affixed in the presence of: ) (seal)  
 )  
\_\_\_\_\_)  
Signature of Mayor )  
 )  
\_\_\_\_\_)  
Signature of Clerk )

The Corporate Seal of )  
 )  
was hereunto affixed in the presence of: ) (seal)  
 )  
\_\_\_\_\_)  
Authorized Signatory )  
 )  
\_\_\_\_\_)  
Authorized Signatory )

**SCHEDULE "A" TO BYLAW NO. 47, 1988**

DISTRICT OF SECHELT

GARBAGE COLLECTION FOR DISTRICT OF SECHELT

CONTRACT \_\_\_\_\_

APPENDIX 1

**Service Fees**

1. Charge per month for garbage collection: \$ \_\_\_\_\_

G.S.T.: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

2. Charge per month per household: \$ \_\_\_\_\_  
(to adjust for increase or decrease)

G.S.T.: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Extra Container Tags \$2.00 each (including G.S.T.)